Schedules

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1. Contract Particulars

Commencement Date:
(Clauses 1.1 and 1.7)

3rd July 2015.

Conditions Precedent to Completion:
(Clause 1.1)

In relation to Portion 1, Stage 1 of Portion 1 has been completed and has been at that stage for no less than 92 calendar days.

In relation Portion 2, the Simulator Upgrade has achieved Completion and has been at that stage for no less than 41 calendar days.

Date for Portion Completion:
(Clause 1.1)

Portion 1  12 July 2016
Portion 2  22 August 2016
Portion 3  29 May 2018

Delivery Point
(Clause 1.1)

At the Principal's option, any of the:
1. Preferred Arrival/Departure Road;
2. 2nd Option; and
3. 3rd Option,
located at the Installation Facility and identified in Figure 1 below.
TTU Arrival / Departure options

Available Roads

Handback Point
(Clause 1.1)
At the Contractor's option, any of the:
1. Preferred Arrival/Departure Road;
2. 2nd Option; and
3. 3rd Option,
located at the Installation Facility and identified in Figure 1 above.

Installation Facility
(Clause 1.1)
Auburn Heavy Maintenance Facility

Investigation Set Delivery Point
(Clause 1.1)
The Delivery Point.

Other Excepted Risk:
(Clause 1.1)

Nominated Subcontractor and Nominated Subcontract Work:
(Clauses 1.1 and 2.2(b)(i)(B))

<table>
<thead>
<tr>
<th>Nominated Subcontractor</th>
<th>Nominated Subcontract Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sydac Pty Limited</td>
<td>Simulator Upgrade software</td>
</tr>
</tbody>
</table>
Original Contract Price: $125,092,605.00

Portions:

1. Completion of the Works and Services in respect of the Simulator Upgrade which includes the following:
   (a) Stage 1 of Portion 1; and
   (b) Stage 2 of Portion 1;
2. Completion of the Works and Services in respect of the Consist 1; and
3. Completion of the Works and Services in respect of the Consist 2 to Consist 55 (inclusive) and 6 spare Cars.

"Stage 1 of Portion 1" means the Contractor has:

1. completed the upgrade of all hardware for the existing Tangara simulator cab to reflect the changes in the drivers desk;
2. completed the software porting of the existing high fidelity rail vehicle models, track CGIs and scenarios running of the TfNSW simulators;
3. deployed beta version software for the TOS, ATP and DTRS;
4. provided the Procedural Trainer fully capable of supporting all training;
5. provided the Part Task Trainer fully capable of supporting all training;
6. provided 5 Sets of the TOS Training Module software as required by Requirement ID TTU_SR_A251 of Appendix A to the Statement of Work;
7. provided an updated Pre-Production TOS;
8. completed all work sufficient to allow training (train the trainer) to commence; and
9. provided all deliverables necessary for Completion of Portion 1 except for those
explicitly listed as part of Stage 2 of Portion 1.

"Stage 2 of Portion 1" means all Works and Services in respect of the Simulator Upgrade other than Stage 1 of Portion 1, including:

1. deployment on site of final versions of Software for the TOS, ATP system and DTRS;
2. deployment on site of final versions of Simulator Manuals;
3. final software release including Procedural Trainer and Part Task Trainer; and
4. work sufficient to allow full training on the simulator.

Principal's Representative:
(Clause 1.1)
Geoff Webb, Project Director, Tangara Technology Upgrade

Project Work Health and Safety Management Plan
(Clause 1.1)
Nil

Provisional Sum Work:
(Clauses 1.1 and 7.3)

<table>
<thead>
<tr>
<th>No</th>
<th>Provisional Sum Work</th>
<th>Provisional Sum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nil</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reliability Payment:
(Clauses 1.1, 11.1 and 11.10)

Third Party Agreements:
(Clauses 1.1 and 2.7)
Global Safety Interface Agreement between Transport for NSW and Sydney Trains, which appears in Exhibit G

Warranty Period:
(Clause 1.1)

<table>
<thead>
<tr>
<th>Item</th>
<th>Design Warranty Period</th>
<th>Workmanship Warranty Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Train Operating</td>
<td>10 years</td>
<td>2 years</td>
</tr>
<tr>
<td>System</td>
<td>Duration 1</td>
<td>Duration 2</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>Train Communications Network</td>
<td>10 years</td>
<td>2 years</td>
</tr>
<tr>
<td>CCTV System</td>
<td>10 years</td>
<td>2 years</td>
</tr>
<tr>
<td>Passenger Information System</td>
<td>10 years</td>
<td>2 years</td>
</tr>
<tr>
<td>DVA System</td>
<td>10 years</td>
<td>2 years</td>
</tr>
<tr>
<td>Integration and General Installation Works</td>
<td>10 years</td>
<td>2 years</td>
</tr>
<tr>
<td>Simulator Upgrade</td>
<td>10 years</td>
<td>2 years</td>
</tr>
<tr>
<td>Internal Emergency Door Release</td>
<td>10 years</td>
<td>2 years</td>
</tr>
<tr>
<td>Disability Standards for Accessible Public Transport</td>
<td>10 years</td>
<td>2 years</td>
</tr>
<tr>
<td>All other Works and Services</td>
<td>10 years</td>
<td>2 years</td>
</tr>
</tbody>
</table>

**Working days:**
Monday to Friday excluding public holidays in New South Wales

**Order of Precedence:**
(a) General Conditions and the Schedules; then
(b) Statement of Work; then
(c) Appendices to the Statement of Work; then
(d) the Exhibits not specifically stated in (b) or (c).
Names of persons in whose favour the Deed Polls in Schedule 9 and Schedule 24 are required:

(Clause 1.6)

Subcontracts:

(Clause 2.2(b)(i)(C) and 2.2(c)(i)(B))

<table>
<thead>
<tr>
<th>Work/Equipment</th>
<th>Subcontractor</th>
<th>Minimum amount of professional indemnity insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Train operating system and event recorder</td>
<td>Mitsubishi Electric Australia Pty Ltd</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Train communications network</td>
<td>Mitsubishi Electric Australia Pty Ltd</td>
<td>Not applicable</td>
</tr>
<tr>
<td>CCTV system</td>
<td>Mitsubishi Electric Australia Pty Ltd</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Passenger information system and DVA system</td>
<td>Mitsubishi Electric Australia Pty Ltd</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Simulator Upgrade</td>
<td>Sydac Pty Limited and Mitsubishi Electric Australia Pty Ltd</td>
<td>$10,000,000.00</td>
</tr>
</tbody>
</table>

Subcontractors required to execute deed in form of Schedule 21:

(Clause 2.2(f)(ii)(A))

(Clause 2.2(f)(ii)(B)) All subcontracts and consultant engagements that include an element of design.
Accredited person: Nil - all Works and Services are to be performed under the Accreditation of the Contractor
(Clause 2.4(a)(ii))

Parent Company Guarantor: 
(Clause 2.5(g))

Working hours and working days: Nil
(Clause 2.12)

Export and Import of Investigation Set: Clause 3.3 does not apply
(Clause 3.3)

Number of copies of Design Documentation and Documents (as defined in clause 9.14(a)): 1 printed original, 3 printed copies and an electronic version on CD (in both pdf and native formats).
(Clauses 5.4(a), 5.4(b) and 9.14(n))

Percentages to be applied to Variation:
(Clause 6.4)

<table>
<thead>
<tr>
<th>Clause No</th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.4(b)(ii)(A)</td>
<td>For Overhead Costs and profit where there is an increase in the Contract Sum due to a Variation</td>
<td></td>
</tr>
<tr>
<td>6.4(b)(ii)(B)</td>
<td>For Overhead Costs and profit where there is a decrease in the Contract Sum due to a Variation</td>
<td></td>
</tr>
<tr>
<td>Clause</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>6.7</td>
<td>For Overhead Costs and profit where works are to be carried out as dayworks</td>
<td></td>
</tr>
</tbody>
</table>

Valuation of Variation in respect of the provision of spare parts, tools, equipment or specialised software:
(Clause 6.4(b)(iii))

As per prices in the Spare Parts section or Tools, Equipment and Specialised Software section (as the case may be) of the Spare Parts Schedule included in Schedule 17.

New Warranty Period expiry date:
(Clause 8.6(b)(v))
The date that is 12 months following completion of the rectification of the Defect (or the part) or completion of the Variation work (as the case may be).

Contractor’s Personnel:
(Clauses 9.5(a)(i) and 9.5(b)(i))

- Contractor’s Representative
- Program Director
- Project Commercial Manager
- Project Engineering Manager
- Lead Design Engineer
- Lead Electrical Engineer
- Lead Mechanical Engineer
- Lead Quality System Administrator
- Lead Safety & Reliability Engineer
Transport for NSW

Leads Testing & Commissioning Engineer – [Redacted]
Operations Manager – [Redacted]
Supply Chain Manager – [Redacted]
Mitsubishi Electric Australia Design Lead – [Redacted]
Mitsubishi Electric Australia Project Engineering Manager – [Redacted]
Chief Engineer UGL – [Redacted]
Chief Engineer UGL Unipart – [Redacted]

Full-time dedicated positions:
(Clause 9.5(b)(iii))

Program Director – [Redacted]
Lead Testing & Commissioning Engineer – [Redacted]

Number of copies of report:
(Clause 9.10(b))

1 printed original, 3 printed copies and an electronic version on CD (in both pdf and native formats)

Causes of delay entitling Contractor to claim extension of time:
(Clause 10.7(a)(ii))

• a Force Majeure Event;
• a Change in Law to which clause 2.3(e) applies;
• a Change in Authority Approval in respect of which a Variation is directed under clause 2.3(f);
• a Change in Codes and Standards in respect of which a Variation is directed under clause 2.3(b)(ii)(B);
• a strike that is industry-wide and not specific to the Contractor, the Installation Facility or the Works and Services;
• a Principal Supplied Item not being fit for its intended purpose;
• a Testing and Commissioning Tool not being fit for its intended purpose.
Rates to be used in determining delay damages:
(Clause 10.13(a))

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate (A$) per hour Excl GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
</tr>
<tr>
<td>Design - Engineer</td>
<td></td>
</tr>
<tr>
<td>Design - Draftsperson</td>
<td></td>
</tr>
<tr>
<td>Commissioning Engineer</td>
<td></td>
</tr>
<tr>
<td>Engineers - Contractors</td>
<td></td>
</tr>
<tr>
<td>Engineers</td>
<td></td>
</tr>
<tr>
<td>Trades Labour - Normal and Time and a Half</td>
<td></td>
</tr>
<tr>
<td>Trades Labour - Double Time</td>
<td></td>
</tr>
<tr>
<td>Trades Labour - Contractor Normal and Time and a Half</td>
<td></td>
</tr>
<tr>
<td>Trades Labour - Contractor Double Time</td>
<td></td>
</tr>
<tr>
<td>Technical Labour - Normal and Time and a Half</td>
<td></td>
</tr>
<tr>
<td>Technical Labour - Double Time</td>
<td></td>
</tr>
<tr>
<td>Technician Contractor - Normal and Time and a Half</td>
<td></td>
</tr>
<tr>
<td>Technician Contractor - Double Time</td>
<td></td>
</tr>
</tbody>
</table>

The rates set out above are inclusive of all Overhead Costs and profit.

In addition to the items set out above, where any other amounts form part of the costs reasonably incurred by the Contractor which the Contractor is entitled to be paid under clause 10.13, the parties agree that

Limit on amount of delay damages payable to Contractor:

(Clause 10.13(a))
Percentage for compression:
(Clause 10.18(b)(i)(B))

Liquidated damages:
(Clause 12.6(a))

Portion 1 -
Portion 2 -
Portion 3 -

Limit of liability for liquidated damages for delay:
(Clause 12.7(c))

[Redacted]

Amount of Contractor's insurance:
(Clause 13.5)

- Workers compensation insurance as required by Law
- Public and products liability insurance
- Material damage insurance:
  (B) full replacement or reinstatement value for the Works and Services, including all Principal Supplied Items and Testing and Commissioning Tools in the care, custody and control of the Contractor.
- Professional indemnity insurance
- Motor vehicle insurance
- Marine transit insurance
- Contractor's Plant and Equipment

Period for Professional Indemnity Insurance: 6 years
(Clause 13.7(d))
Person in Insolvency Event:
(Clause 14.4(a)(iii))

Amount for termination for convenience:
(Clause 14.9(a)(iv))
determined under clause 14.9(a)(ii) and 14.9(a)(iii).

Clauses in respect of which directions of a Principal's Representative are subject of a Dispute
(Clause 15.2, 15.4, 15.5 and 15.6(b))
2.3(d)(ii)(C), 6.4, 8.4, 8.5, 9.14(c)(iii), 10.10, 10.11, 10.13, 10.14, 10.15, 10.18(b), 11.3, 11.14, 12.3(b), 12.3(d), 12.8(c), 12.8(e), 14.6(b), 14.9 and 17.4.

Executive for Negotiation of Disputes
(Clause 15.7)
Principal: Darren Hayward (Director Fleet)
Contractor: (Commercial Manager)

Addresses:
(Clause 16.1(b))
Principal: Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067;
Fax: 02 9200-0290
Principal's Representative: Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood NSW 2067;
Fax: 02 9200-0290
Time for giving notices: 10 Business Days
(Clauses 17.1(a) and 17.3(a))

Time for written Claims: 20 Business Days
(Clauses 17.1(b) and 17.3(c))
2. Payment Schedule

(Clause 11)
<table>
<thead>
<tr>
<th>No.</th>
<th>Payment Milestone</th>
<th>Requirements</th>
<th>Payment</th>
</tr>
</thead>
</table>
| 1.  | Mobilisation Payment              | The Contractor will be entitled to payment of this Payment Milestone when the following conditions have been satisfied:  
(a) the Contractor has submitted to the Principal’s Representative all of the documents listed in the CDRL contained in section 19 of the Statement of Work in the state of completion nominated in the column of the CDRL entitled “30 days post Commencement Date”;  
(b) with respect to each document referred to in paragraph (a) above, the relevant period of time referred to in clause 9.14(c)(iii) of the Deed has expired and the Principal’s Representative has notified the Contractor pursuant to clause 9.14(c)(iii)(C) that, in relation to each document referred to in paragraph (a) above, it has no (or has no further) comments to make on the relevant document; and  
(c) the Contractor has satisfied the requirements of Clause 2.5 of the Deed.                                                                                                                                                                                                                         |         |
<p>| 2.  | Critical Design Review            | This Payment Milestone will have been reached when the Contractor has submitted to the Principal’s Representative all Critical Design Review Submissions relating to the Works and Services pursuant to clause 9.14 of the Deed, the relevant periods of time referred to in clause 9.14(c)(iii) have expired and the Principal’s Representative has notified the Contractor pursuant to clause 9.14(c)(iii)(C) that it has no (or has no further) comments to make on any of the Critical Design Review Submissions.                                                                                      |         |
| 3.  | Portion Completion of Portion 1   | This Payment Milestone will have been reached upon the Date of Portion Completion of Portion 1.                                                                                                                                                                                                                                                                                                                                         |         |
| 4.  | Portion Completion of Portion 2   | This Payment Milestone will have been reached upon the Date of Portion Completion of Portion 2.                                                                                                                                                                                                                                                                                                                                         |         |
| 5.  | Completion in respect of each of  | This Payment Milestone will have been reached in relation to a Consist on the date that a Notice of                                                                                                                                                                                                                                                                                                                                      |         |</p>
<table>
<thead>
<tr>
<th>No.</th>
<th>Payment Milestone</th>
<th>Requirements</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>Consists 2 to 54 forming part of Portion 3</td>
<td>Completion is issued for that Consist.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Portion Completion of Portion 3</td>
<td>This Payment Milestone will have been reached upon the Date of Portion Completion of Portion 3.</td>
<td></td>
</tr>
</tbody>
</table>
3. Principal Arranged Matters

(Clause 3.2)

3.1 General

The Contractor will be given access to Sets at the times, and subject to compliance by the Contractor with the conditions, set out in this Schedule 3.

In this Schedule 3:

"Access Period" means the period of time that the Contractor has Control of each Set and includes any time between:

(a) the arrival of the Set at the Delivery Point; and

(b) the departure of the Completed Consist from the Handback Point.

"Completed Consist" means a Consist that has achieved Completion.

"Contractor’s Access Notice" means a written notice issued by the Contractor to the Principal that provides at least 10 Business Days’ notice of the date that the Contractor requires access to a Set at the Delivery Point. The Contractor’s Access Notice must include the following details:

(a) the date the Contractor requires access to a Set or Sets at the Delivery Point;

(b) the date the Contractor anticipates it will return the Completed Consist to the Delivery Point;

(c) in instances where the requested Set will replace a Set already under the Contractor’s Control:

(i) details of the Set to be returned; and

(ii) the date and time the Contractor anticipates that the Set will be returned as a Completed Consist;

(d) confirmation of any equipment, Authority Approvals and rolling stock operator resources required to move the Set from the Delivery Point to the Installation Facility and any constraints surrounding the availability of that equipment or those resources; and

(e) any information required by the Principal’s Representative to demonstrate that the Contractor’s request for an additional Set is in accordance with the conditions of this Schedule 3.

"Contractor’s Return Notice" means a written notice issued by the Contractor to the Principal that provides at least 5 Business Days notice of the date and time that the Contractor will return a Completed Consist to the Delivery Point. The Contractor’s Return Notice must include the following details:

(a) details of the Completed Consist to be returned;
(b) the proposed date and time the Contractor will return the Completed Consist to the Handback Point; and

(c) where the returned Completed Consist will be replaced by another Set or Sets, reference to the Contractor’s Access Notice for the replacement Set(s).

“Control” of a Set or Consist means undertaking all activities and providing all resources required to manage and control the movement, security, condition and configuration of a Set or Consist during the Access Period.

“Delivery Date and Time” means the date and time that the Principal will arrange for a Set or Sets to arrive at the Delivery Point as specified in the Principal’s notice in response to a Contractor’s Access Notice issued in accordance with clause 3.2(a).

“Delivery Period” means the period of time between when a Set is withdrawn from timetable service by Sydney Trains and is made available to the Principal for the purposes of the Contractor performing the Works and Services and the actual arrival date and time at the Delivery Point.

“Out of Service” means the period of time when a Set is withdrawn from timetable service by Sydney Trains and is made available to the Principal for the purposes of the Contractor performing the Works and Services and, for each Set, includes the following periods:

(a) the Delivery Period;
(b) the Access Period; and
(c) the Return Period,

but does not include any time after the return of the Completed Consist to Sydney Trains.

“Return Period” means the period of time between the actual date and time that the Principal removes the Completed Consist from the Handback Point and the time of arrival of a Completed Consist at a Sydney Trains facility.

“Return Date and Time” means the date and time that the Principal will arrange for a Completed Consist to depart from the Handback Point as specified in the Principal’s notice in response to a Contractor’s Return Notice issued in accordance with clause 3.3(a).

“Train Path Forecast” means a forecast for the following 3 months of the Train Paths the Contractor requires to complete its obligations under the Deed, which forecast must:

(a) include all route and timing details necessary for to allow the Principal to arrange the Train Paths that the Contractor requires; and
(b) be updated and submitted to the Principal’s Representative each week.

3.2 Set Access Conditions

The Principal will deliver Sets to the Delivery Point at the Delivery Date and Time in accordance with the following conditions:
(a) a Contractor's Access Notice issued in accordance with this Schedule 3 must be submitted by the Contractor for the review of the Principal's Representative. No later than 5 Business Days after receipt of a Contractor's Access Notice the Principal's Representative will issue a notice to the Contractor which:

(i) accepts or modifies the proposed access date for the Set(s);
(ii) confirms the Delivery Date and Time for the Set(s);
(iii) specifies whether the return of a Consist in accordance with clause 3.2(b)(i) is a condition precedent to the delivery of the next Set(s); and
(iv) prescribes any other conditions of access to the Set;

(b) the Contractor acknowledges that the Principal will provide the Contractor with access to Sets at the Delivery Point subject to the following conditions:

(i) the Principal will deliver each Set or Sets to the Delivery Point in accordance with the Contractor's Access Notice as modified by the notice from the Principal's Representative referred to in clause 3.2(a);
(ii) the maximum number of Sets that are Out of Service at any one time will not exceed 6 Sets;
(iii) once the maximum number of Sets that are Out of Service has been reached, the Principal will not provide the Contractor with access to another Set until a Completed Consist is returned to the Delivery Point. Thereafter, the Principal will provide access to the next Set in accordance with clause 3.2(b)(iv);
(iv) subject to clause 3.2(a), upon return of a Completed Consist to the Handback Point in accordance with clause 3.3, the Principal will provide the Contractor with access to another Set within 3 Business Days; and
(v) the necessary Train Paths were identified by the Contractor in all Train Path Forecasts made in the previous 3 months.

(c) The Contractor acknowledges that:

(i) the Contractor has Control of, and must Control, each Set commencing at the time the Set is delivered to the Delivery Point by the Principal;
(ii) the Contractor must complete a Consist Receipt Condition Report in accordance with section 11.2 of the Statement of Work before commencement of the Works and Services and as soon as practical after the actual arrival date and time of a Set at the Delivery Point; and
(iii) if the Principal delivers a Set within 2 days from the Delivery Date and Time, the Contractor will have no entitlement to make any Claim against
the Principal whether for an extension of time, or otherwise, in relation to the Principal delivering the Sets.

3.3 **Consist Return Conditions**

(a) The following conditions will apply to the return of each Completed Consist:

(i) a Contractor's Return Notice issued in accordance with this Schedule 3 must be submitted by the Contractor for the review of the Principal's Representative. No later than 3 Business Days after receipt of a Contractor's Return Notice, the Principal's Representative will issue a notice to the Contractor which:

A. accepts or modifies the proposed return date for the Completed Consist;

B. confirms the Return Date and Time for the Completed Consist; and

C. prescribes any other conditions for the return of the Completed Consist;

(ii) the Contractor must arrange a meeting with the Principal's Representative to confirm the arrangements for the return of the Consist on the day prior to the return date stated in the Contractor's Return Notice, as modified by the notice from the Principal's Representative referred to in clause 3.3(a)(i); and

(iii) the necessary Train Paths were identified by the Contractor in all Train Path Forecasts made in the previous 3 months.

(b) The Contractor acknowledges that:

(i) the Contractor's Control of each Set continues until the time that the Principal removes the Completed Consist from the Handback Point;

(ii) the Contractor must return the Completed Consist to the Handback Point at or prior to the Return Date and Time;

(iii) the Principal will procure train crews and, subject to clause 3.4(g), arrange Train Paths to return the Completed Consist to Sydney Trains' facilities at the Return Date and Time;

(iv) if, at any time after the meeting described in clause 3.3(a)(ii), the Contractor becomes aware that it will not be able to return the Consist to the Handback Point at or prior to the Return Date and Time, the Contractor must notify the Principal's Representative immediately via telephone and subsequently in writing and provide the following information:

A. the nature and cause of the delay; and
B. the proposed revised return date and time; and

(v) the Contractor must pay the Principal any additional cost incurred by the Principal as a result of the failure by the Contractor to return the Consist to the Handback Point at or prior to the Return Date and Time.

(c) Upon receipt of a notice under clause 3.3(b)(iv), the Principal's Representative will issue a notice which instructs the Contractor:

(i) to return the Completed Consist to the Handback Point at the proposed revised date and time and which confirms a revised Return Date and Time; or

(ii) not to return the Completed Consist at the proposed revised date and time in which case clauses 3.3(a)(ii) and 3.3(b) will reapply.

3.4 Other Principal Arranged Matters

(a) The Principal will arrange (co-ordinate and procure) the following matters associated with the delivery of each Set from Sydney Trains' facilities to the Delivery Point and for the return of each Completed Consist from the Delivery Point to Sydney Trains' facilities:

(i) Authority Approvals, including, subject to clause 3.4(g), Train Paths;

(ii) rolling stock operator resources; and

(iii) licensed train crews.

(b) The Principal will also provide licensed train crews to drive Consists as part of the Contractor's on-track Testing activities including the Operational Test, however, the Contractor must provide all other competent resources, Authority Approvals, plant and/or equipment, including those required for:

(i) the transfer of Sets from the Delivery Point to the Installation Facility;

(ii) the transfer of Consists to and from the test track;

(iii) the on-track Testing activities; and

(iv) the transfer of Consists from the Installation Facility to the Handback Point.

(c) The provision of train crews as set out in clause 3.4(a) will be limited to one train crew consisting each of one driver and one guard for a maximum of one 8 hour shift for each train movement to the Delivery Point and from the Handback Point.

(d) The costs incurred by the Principal in providing train crews in excess of those set out in clause 3.4(c) will be a debt due from the Contractor to the Principal.

(e) The Principal will arrange (co-ordinate and procure) the delivery of an Investigation Set (being a T Set) from Sydney Train facilities to the Investigation...
Set Delivery Point by 20 July 2015. The Principal will arrange (co-ordinate and procure) the delivery of a second Investigation Set (being a G Set) from Sydney Train facilities to the Investigation Set Delivery Point by 3 August 2015. The Investigation Sets will be a Set Out of Service and the Set Access Conditions and Consist Return Conditions above will apply.

(f) The Principal will arrange (co-ordinate and procure) access to the facility at which the Simulator Upgrade is to be undertaken for the Contractor by 10 March 2016.

(g) The Principal will only be obliged to provide Train Paths where such Train Paths were identified in all Train Path Forecast no less than 3 months prior to the date the relevant Train Path is required.
4. Form of Confidentiality Undertaking

(Clauses 2.2(f)(i) and 16.11(c))

To: [ ]

We, the engaged Consultant / Supplier / Contractor / Subcontractor body, undertake to treat as confidential all information received/generated from the (Principal) in respect of work performed by the Principal and all information generated by the Consultant / Supplier / Contractor / Subcontractor body in the course of performing the Works and Services.

The Consultant / Supplier / Contractor / Subcontractor hereby undertakes:
(a) to disclose that information to its employees only on a need-to-know basis;
(b) not to disclose that information to any other person without first obtaining the written consent of the Principal;
(c) not to use that information except as necessary in connection with the Consultant / Supplier / Contractor / Subcontractor body’s engagement to perform the Works and Services; and
(d) to ensure that its employees to whom that information is disclosed will comply with (a), (b) and (c) above.

This undertaking will not apply to information about the Principal which is in the public domain (except where the availability of the information in the public domain is due to any unauthorised disclosure by the Consultant / Supplier / Contractor / Subcontractor, its employees or agents) or which was already known to the Consultant / Supplier / Contractor / Subcontractor.

Any breach of this undertaking by the Consultant / Supplier / Contractor / Subcontractor’s employee or agent will constitute a breach of this undertaking by the Consultant / Supplier / Contractor / Subcontractor and at the direction of the Principal the Consultant / Supplier / Contractor / Subcontractor must institute proceedings or do whatever the Principal regards as reasonable to prevent or contain the breach.

The Consultant / Supplier / Contractor / Subcontractor undertakes that on request from the Principal it will forthwith return to the Principal all originals and copies of the confidential information, however embodied, supplied by the Principal and destroy all documents containing or prepared using any confidential information however embodied.

The Consultant / Supplier / Contractor / Subcontractor also undertakes to declare to the Principal any conflict of interests that exists or arises during the course of its engagement which
may impinge on the objectivity or probity of the work performed. Such declarations are to be made as soon as the conflict of interests issues arises.

This undertaking will remain in force until each part of the confidential information is released by the Principal into the public domain.

Dated: .........................
SIGNED for and on behalf of:

.................................................................................................
(Print Company Name)

By: ................................................................. (Signature)

(Print Name) .................................

in the presence of:

.................................................................................................
(Print Name)  ........................................

(Signature)
5. Certificates of Design Compliance

(Clauses 1.1 and 5.2(b)(i))

Part 1: Contractor's Certificate of Design Compliance

<table>
<thead>
<tr>
<th>CONTRACTOR'S CERTIFICATE OF DESIGN COMPLIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR:</td>
</tr>
<tr>
<td>WORK PACKAGE (limit of 1 per certificate)</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

I certify that the Design Documentation for the package or part thereof described above has been completed to the extent indicated above in accordance with the requirements of the Deed (including compliance with all Codes and Standards required by the Statement of Work), and complies with the requirements of the Deed, subject to the register of outstanding minor design non-conformances and unresolved issues attached.

I further certify that the attached compliance records as required by the Deed reflect the true status of the Work Package.

NAME: ___________________ SIGNATURE: ___________________ DATE: / /

(Contractor's Representative)
Part 2: Contractor's Certificate (SDR)

<table>
<thead>
<tr>
<th>CONTRACTOR’S CERTIFICATE (SDR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR:</td>
</tr>
<tr>
<td>WORK PACKAGE (limit of 1 per certificate)</td>
</tr>
</tbody>
</table>

I certify that:

(a) the System Definition Review Submission for the package or part thereof described above has been completed to the extent indicated above in accordance with the requirements of the Deed; and

(b) the System Definition Review Submission complies with the requirements of the Deed, subject to the register of outstanding minor design non-conformances and unresolved issues attached.

I further certify that the attached compliance records as required by the Deed reflect the true status of the System Definition Review Submission.

NAME: ___________________ SIGNATURE: ___________________ DATE: / /

(Contractor’s Representative)
Part 3: Contractor's Certificate (PDR)

<table>
<thead>
<tr>
<th>CONTRACTOR'S CERTIFICATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(PDR)</td>
</tr>
</tbody>
</table>

**CONTRACTOR:**

**WORK PACKAGE (limit of 1 per certificate)**

**DESCRIPTION:**

I certify that:

(a) the Preliminary Design Review Submission for the package or part thereof described above has been completed to the extent indicated above in accordance with the requirements of the Deed; and

(b) the Preliminary Design Review Submission complies with the requirements of the Deed, subject to the register of outstanding minor design non-conformances and unresolved issues attached.

I further certify that the attached compliance records as required by the Deed reflect the true status of the Preliminary Design Review Submission.

**NAME:**_________________________ **SIGNATURE:**_________________________ **DATE:** / /

*(Contractor's Representative)*
6. Certificates of Manufacturing and Installation Compliance

(Clauses 1.1 and 7.1(c))

<table>
<thead>
<tr>
<th>CONTRACTOR’S CERTIFICATE OF MANUFACTURING AND INSTALLATION COMPLIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CONTRACTOR:</strong></td>
</tr>
<tr>
<td><strong>WORK PACKAGE (limit of 1 per certificate)</strong></td>
</tr>
<tr>
<td><strong>DESCRIPTION:</strong></td>
</tr>
</tbody>
</table>

I certify that the procurement and manufacturing and installation of the Work Package or part thereof described above have been completed to the extent indicated above in accordance with the requirements of the Deed and comply with the requirements of the Deed, subject to the register of outstanding minor non-conformance and unresolved issues attached.

I further certify that the attached compliance records as required by the Deed reflect the true status of the Work Package.

**NAME:** ______________________ **SIGNATURE:** ______________________ **DATE:** / / 

*(Contractor’s Representative)*
7. Certificates of Completion

(Definition of "Completion" in clause 1.1 and clause 12.3)

CONTRACTOR'S CERTIFICATE OF COMPLETION

CONTRACTOR:

Description of [Simulator Upgrade] / [Consist] (limit of 1 per certificate):

I certify that Completion of the [Simulator Upgrade] / [Consist] has been achieved in accordance with the requirements of the Deed and complies with the requirements of the Deed, subject to the register of unresolved issues attached.

I further certify that:

(a) All Variation Orders (including concessions) are listed in the attached compliance register.

(b) All identified Defects (including any non-conformities but excluding Defects accepted as minor by the Principal) have been satisfactorily rectified and their documentation closed out.

(c) All required documentation has been submitted.

(d) All notices regarding system deficiencies have been satisfactorily closed out.

I further certify that the attached compliance records as required by the Deed reflect the true status of the Works and Services.

SIGNATURE:__________________________

(Contractor's Representative)

DATE:__________________________
8. Contractor's Certificate of Final Completion

(Clause 12.8(d))

<table>
<thead>
<tr>
<th>CONTRACTOR’S CERTIFICATE OF FINAL COMPLETION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR:</td>
</tr>
<tr>
<td>I hereby certify that Final Completion has been achieved by</td>
</tr>
<tr>
<td>the Contractor on / / in accordance with the requirements of the Deed (including all</td>
</tr>
<tr>
<td>Variation Orders detailed in (a) below) between the Principal and the Contractor.</td>
</tr>
<tr>
<td>I further certify that:</td>
</tr>
<tr>
<td>(a) All Variation Orders (including concessions) are listed in the attached compliance</td>
</tr>
<tr>
<td>register.</td>
</tr>
<tr>
<td>(b) All identified Defects (including any minor non-conformities) have been satisfactorily</td>
</tr>
<tr>
<td>rectified and their documentation closed out.</td>
</tr>
<tr>
<td>(c) All required documentation has been submitted.</td>
</tr>
<tr>
<td>(d) All deficiency notices regarding system deficiencies have been satisfactorily closed out.</td>
</tr>
<tr>
<td>I further certify that the attached compliance records as required by the Deed reflect the true</td>
</tr>
<tr>
<td>status of the Works and Services.</td>
</tr>
<tr>
<td>SIGNATURE: ___________________________ DATE: / /</td>
</tr>
<tr>
<td>(Contractor's Representative)</td>
</tr>
</tbody>
</table>
9. **Interface Agreement Deed Poll**

(Clause 1.6)

**Deed Poll in favour of Rail Transport Agency and Transport for NSW**

This deed poll ("Deed Poll") made day of 2015

By UGL Unipart Rail Services Pty Ltd (ABN 49 154 895 940) of Level 10, 40 Miller Street, North Sydney NSW 2060 ("Contractor"),

in favour of Sydney Trains (ABN 38 284 779 682) ("Rail Transport Agency");

and Transport for NSW (ABN 18 804 239 602) a corporation established by section 3C of the Transport Administration Act 1988 (NSW), of Level 5, Tower A, Zenith Centre, 821-823 Pacific Highway, Chatswood NSW 2067 ("TfNSW").

**RECITALS**

A. Rail Transport Agency operates the commuter rail system in Sydney.

B. TfNSW is responsible for developing certain major railway systems and other major projects.

C. TfNSW is responsible for procuring the execution and completion of certain works and services in respect of the Tangara Technology Upgrade Project (the "Works and Services") on behalf of Rail Transport Agency and the New South Wales Government, and has entered into the Tangara Technology Upgrade Contract ("Contract") to achieve this.

D. Rail Transport Agency is relying on TfNSW to procure the Contractor (and others) to execute and complete the Works and Services in accordance with the Contract to ensure that Rail Transport Agency will satisfy, among other things, its obligations to provide an operating commuter rail system.

E. Rail Transport Agency will suffer loss if TfNSW does not procure the Contractor to execute and complete the Works and Services in accordance with the Contract and Interface Agreement.

F. Rail Transport Agency and TfNSW have entered into an Interface Agreement for Works and Services carried out on Rail Transport Agency land, which applies to the Works and Services and the Contract (the "Interface Agreement").
G. It is a condition of the Contract, Clause 1.6, that upon request by TfNSW, the Contractor enters into a Deed Poll in favour of TfNSW and Rail Transport Agency. This Deed Poll binds the Contractor to the executed Interface Agreement between TfNSW and Rail Transport Agency dated [###].

**THIS DEED WITNESSES THAT THE CONTRACTOR HEREBY COVENANTS, WARRANTS AND AGREES WITH AND FOR THE BENEFIT OF RAIL TRANSPORT AGENCY AND TfNSW AS FOLLOWS:**

1. It will observe all the requirements of the Interface Agreement and ensure that it does not do anything which would cause a party to the Interface Agreement to breach the requirements of the Interface Agreement.

2. This Deed Poll is governed by the laws of the State of New South Wales.

3. This Deed Poll may not be revoked or otherwise modified without the prior written consent of Rail Transport Agency and TfNSW.

4. Where terms used in this Deed Poll are defined in the Contract or Interface Agreement, those terms have the meaning given to them in the Contract or Interface Agreement.

**Executed by UGL Unipart Rail Services Pty Ltd**  
ABN 49 154 895 940

by or in the presence of:

______________________________
Signature of Director

______________________________
Signature of Secretary/other Director

______________________________
Name of Director in full

______________________________
Name of Secretary/other Director
### 10. Tender Management Plans

(Clause 1.1 and 4.8)

<table>
<thead>
<tr>
<th>Plan Reference</th>
<th>Management Plan/System</th>
<th>Level of Detail at RFT</th>
<th>Statement of Work Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.5.1</td>
<td>Quality Management Plan</td>
<td>A sample Quality Management Plan from another relevant project</td>
<td>5.1</td>
</tr>
<tr>
<td>16.5.2</td>
<td>Contract Management Plan</td>
<td>Draft Plan</td>
<td>9.2</td>
</tr>
<tr>
<td>16.5.3</td>
<td>Design Management Plan</td>
<td>Draft Plan including draft Design Work Breakdown Structure</td>
<td>5.2.1</td>
</tr>
<tr>
<td>16.5.4</td>
<td>Risk Management Plan</td>
<td>Draft Plan</td>
<td>9.9</td>
</tr>
<tr>
<td>16.5.5</td>
<td>Mobilisation Plan</td>
<td>Draft Plan</td>
<td>9.7</td>
</tr>
<tr>
<td>16.5.6</td>
<td>Project Work Health and Safety Management Plan</td>
<td>Draft Plan</td>
<td>16.1</td>
</tr>
<tr>
<td>16.5.7</td>
<td>Inspection and Test Plan</td>
<td>Draft Plan</td>
<td>10.1.1</td>
</tr>
<tr>
<td>16.5.8</td>
<td>Commissioning Management Plan</td>
<td>Draft Plan</td>
<td>8</td>
</tr>
</tbody>
</table>

The plans referenced above are located in the Contractor's Technical Proposal.
11. Action in Complying with Third Party Agreements

(Clauses 2.7)

Global Safety Interface Agreement between Transport for NSW and Sydney Trains ("Interface Agreement")

The Contractor:

(i) is responsible for complying with;
(ii) must perform on behalf of the Principal; and
(iii) must do nothing to hinder the Principal or breach,

all of the Principal's obligations under the Interface Agreement as may be amended from time to time.
12. Form of Other Contractor Deed Poll

(Clause 7.4)

This Deed Poll made the day of 20

In favour of: UGL Unipart Rail Services Pty Ltd (ABN 49 154 895 940 ) of Level 10, 40 Miller Street, North Sydney NSW 2060

(“Contractor”)

Transport for NSW (ABN 18 804 239 602) a corporation established by section 3C of the Transport Administration Act 1988 (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (“Principal”)

Given by: [insert details] (ABN [insert details]) of [insert details]

(“Other Contractor”)

Recitals

A. By a contract dated [insert date] (“Contract”) between the Principal and the Contractor, the Contractor agreed to undertake the certain upgrade works to the Tangara Trains (”Works and Services”), on the land more particularly described in the Contract (the "Installation Facility").

B. The Other Contractor has been appointed under a Contract (“Other Contract”) to undertake certain works on Tangara Trains whilst they are on the Installation Facility ("Other Contractor Works").

C. Under the provisions of the Contract, the Principal is required to procure the provision of this Deed Poll from each Other Contractor (as that term is defined in the Contract) that undertakes Other Contractor Works (as that term is defined in the Contract).

This Deed Poll Provides

1. In consideration of the Contractor accepting this Deed Poll, the Other Contractor agrees that:

(a) the Other Contractor, its subcontractors and their respective personnel while they are on the Installation Facility, will comply with all safety regulations and any site safety rules and procedures notified as applying to the Installation Facility from time to time;

(b) the Other Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the Contractor, the Principal and all other persons who have a work health and safety duty in relation to the same matter;
(c) the Other Contractor shall in carrying out the work under the Other Contract, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and

(d) in its contracts with subcontractors, the Other Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Other Contractor under this Deed Poll.

2. The Other Contractor indemnifies the Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the Contractor as a result of:

(a) any failure by the Other Contractor to comply with any direction given by the Contractor in accordance with this Deed Poll; or

(b) any breach by the Other Contractor, any of its subcontractors or their respective personnel of the provisions of this Deed Poll.

3. This Deed Poll will be governed by and construed in accordance with the law for the time being of New South Wales.

Executed as a Deed Poll.

Executed by [Other Contractor] 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
13. Not Used
14. Authority Approvals

(Clauses 2.3(c) and 6.13(b))

Authority Approvals to be obtained by the Principal (clause 2.3(c)(i))

Nil, except to the extent otherwise provided in Schedule 3.

Conditions of Authority Approvals to be satisfied by the Principal (clause 2.3(c)(iv))

Nil.
15. Form of Unconditional Undertaking

(Clause 2.5(b))

This deed poll (Undertaking) made the day of 20

In favour of: Transport for NSW (ABN 18 804 239 602), a corporation established by section 3C of the Transport Administration Act 1988 (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (Principal)

Given by: [ ] (Institution)

RECITALS

A. By a deed dated [*] (Deed) between UGL Unipart Rail Services Pty Ltd ABN 49 154 895 940 (Contractor) and the Principal the Contractor agreed to carry out the Works and Services (as defined in the Deed).

B. Under the provisions of the Deed, the Contractor is required to provide this Undertaking to the Principal.

OPERATIVE

1. The Institution unconditionally undertakes and covenants to pay to the Principal on demand without reference to the Contractor and notwithstanding any notice given by the Contractor to the Institution not to do so, 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 Institution'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 until the Principal notifies the Institution that this Undertaking is no longer required.

3. The liability of the Institution under this Undertaking must not be discharged or impaired by reason of any variation or variations (with or without the knowledge or consent of the Institution) in any of the stipulations or provisions of the Deed or the Works and Services or acts or things to be executed, performed and done under the Deed or by reason of any breach or breaches of the Deed by the Contractor or the Principal.

4. The Institution may at any time without being required so to do pay to the Principal the maximum aggregate sum less any amount or amounts it may previously have paid under this Undertaking and thereupon the liability of the Institution hereunder will immediately cease.
5. This Undertaking will be governed by and construed in accordance with the laws for the time being of the State of New South Wales.

_executed_ as a deed poll.

_Signed Sealed and Delivered_ )

by [ ] )

being signed sealed and )

delivered by its duly constituted ) (Signature)

_Attorney [ ] _) )

_under Power of Attorney _ )

No. in the presence of: )

........................................................................................................

(Signature of Witness)

........................................................................................................

(Name of Witness in Full)
16. Information Documents and Materials

(Clauses 1.1 and 3.5(a))

All documents and materials identified as "Information Documents and Materials" on the CD-ROM included in Exhibit H entitled:

Tangara Technology Upgrade Project
Contract No. TPD-14-3914
Exhibit H - Electronic Files
17. Information from Contractor's Tender Schedules

(Clauses 6.4(b) and 6.7(a))

### Prices and Rates for valuation of Variations

The prices and rates referred to in clause 6.4(b)(i)(A) of the Deed are those set out in the table below, which are not relevant.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Rate (A$) per hour Excl GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Design - Engineer</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Design - Draftsperson</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Commissioning Engineer</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Engineers - Contractors</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Engineers</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Trades Labour – Normal and Time and a Half</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Trades Labour – Double Time</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Trades Labour – Contractor Normal and Time and a Half</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Trades Labour – Contractor Double Time</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Technical Labour – Normal and Time and a Half</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Technical Labour – Double Time</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Technician Contractor – Normal and Time and a Half</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Technician Contractor – Double Time</td>
<td></td>
</tr>
</tbody>
</table>

### Prices and Rates for valuation of daywork

The prices and rates referred to in clause 6.7(a)(i) of the Deed are those set out in the table below, which are not relevant.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Rate (A$) per hour Excl GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Design - Engineer</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Design - Draftsperson</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Commissioning Engineer</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Engineers - Contractors</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Engineers</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Trades Labour – Normal and Time and a Half</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Trades Labour – Double Time</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Trades Labour – Contractor Normal and Time and a Half</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Trades Labour – Contractor Double Time</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Technical Labour – Normal and Time and a Half</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Technical Labour – Double Time</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Technician Contractor – Normal and Time and a Half</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Technician Contractor – Double Time</td>
<td></td>
</tr>
</tbody>
</table>
SPARE PARTS SCHEDULE

Spare Parts

The rates and prices in the table may be used for determining the cost of a Variation under Clause 6.4(b)(iii) of the Deed:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Item Description</th>
<th>Manufacturer</th>
<th>Manufacturer Part Number</th>
<th>Unit Price (A$) Excl GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>TOS-</td>
<td></td>
<td></td>
<td>N/a</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>TOS-</td>
<td></td>
<td></td>
<td>N/a</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>TOS-</td>
<td></td>
<td></td>
<td>N/a</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>TOS-</td>
<td></td>
<td></td>
<td>N/a</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>TOS-</td>
<td></td>
<td></td>
<td>N/a</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>TOS-</td>
<td></td>
<td></td>
<td>N/a</td>
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</tr>
<tr>
<td>1.6</td>
<td>TOS-</td>
<td></td>
<td></td>
<td>N/a</td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>TOS-</td>
<td></td>
<td></td>
<td>N/a</td>
<td></td>
</tr>
<tr>
<td>2.0</td>
<td>TCN</td>
<td></td>
<td></td>
<td>N/a</td>
<td></td>
</tr>
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<td>CCTV</td>
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</table>
Tools, Equipment and Specialised Software

The rates and prices in the table may be used for determining the cost of a Variation under Clause 6.4(b)(iii) of the Deed. The location for delivery will be nominated by the Principal and be within the Sydney metropolitan area:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Lead Time for Delivery</th>
<th>Unit Price (A$) Excl GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>TOS data extraction device</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Sample TOS and Pre-production TOS software</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Maintenance Software &amp; Hardware for all systems as applicable</td>
<td>5 days</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Software and hardware to view and publish CCTV images</td>
<td>5 days</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>PIS Configuration Software</td>
<td>5 days</td>
<td></td>
</tr>
</tbody>
</table>
18. Escrow Deed

(Clause 5.9(a))

Between [Name] of [Address] (ABN [*]) (Escrow Holder).
and [Name] of [Address] (ABN [*]) (Supplier); and
and Transport for NSW (ABN 18 804 239 602), a corporation established by
section 3C of the Transport Administration Act 1988 (NSW), of Level 5, Tower A,
Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (TfNSW).

RECITALS

A. The Supplier has agreed to deposit with the Escrow Holder a copy of the Source Code
and to allow TfNSW to access and use the Source Code under certain circumstances.

B. The Escrow Holder agrees to deal with the Source Code Material on the terms and
conditions of this agreement.

1. Interpretation

1.1 Definitions

Unless otherwise specified, words and phrases used in this agreement have the same
meaning as that which is given to them under the Deed. In this agreement:

Annual Fee means the annual fees set out in section 1 of the Information
Schedule.

Corporations Act means the Corporations Act 2001 (Cth).

CPI means the Consumer Price Index (all groups – weighted average of eight capital
cities) published by the Australian Bureau of Statistics.

Deed means the Tangara Technology Upgrade Contract between TfNSW and UGL
Unipart Rail Services Pty Ltd (ABN 49 154 895 940) of Level 10, 40 Miller Street, North
Sydney NSW 2060, dated [insert].

Escrow Deposit Specification Form means the form set out in Schedule 2.

Establishment Fee means the establishment fee set out in section 1 of the Information
Schedule.

Government Agency means any governmental, semi-governmental, administrative,
fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Information Schedule means Schedule 1 to this agreement.

A person is Insolvent if:
(i) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);

(ii) it has had a Controller (as that term is defined in the Corporations Act) appointed, or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver appointed to any part of its property;

(iii) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement);

(iv) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (i), (ii) or (iii) above;

(v) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;

(vi) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject);

(vii) it is otherwise unable to pay its debts when they fall due; or

(viii) something having a substantially similar effect to (i) to (vii) happens in connection with that person under the Law of any jurisdiction.

Insurance means the insurance (if any) specified in section 3 of the Information Schedule.

Software Application means the software application to which the Source Code relates.

Source Code Material means reasonably commented Source Code for the then currently implemented version of the Software Application and all other software, information, documentation and other material described in section 2 of the Information Schedule.

Tax Invoice has the same meaning as in the GST Legislation.

Taxable Supply has the same meaning as in the GST Legislation.

Update means any material update, new release, modification or new version of the computer programs or computer interfaces provided by the Supplier.

1.2 References to certain general terms

In this agreement unless the context otherwise requires:
(a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;

(b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";

(c) a reference to any party to this agreement includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;

(d) a reference to any Authority, institute, association or body is:

   (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and

   (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;

(e) a reference to this agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this agreement or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;

(f) a reference to any legislation or to any section or provision of it includes:

   (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and

   (ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;

(g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;

(h) headings are for convenience only and do not affect the interpretation of this agreement;

(i) a reference to:

   (i) a party, clause or Appendix is a reference to a party, clause or Appendix of or to this agreement; and

   (ii) paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
(j) a reference to this agreement includes all Appendices;
(k) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
(l) for all purposes (other than where designated as a Business Day), "day" means calendar day;
(m) a reference to "$" is to Australian currency;
(n) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this agreement or any part; and
(o) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

1.3 Inconsistency

If there is an inconsistency between a provision in clauses 1 to 16 and a provision in the Information Schedule, then the provision in clauses 1 to 16 prevails to the extent of the inconsistency.

2. Supplier's deposit obligations

2.1 Supplier to make deposits

The Supplier must deposit the then currently implemented version of the Source Code Material, accompanied by a completed Escrow Deposit Specification Form, with the Escrow Holder:

(a) within 7 days of the date of this agreement;
(b) within 7 days of the issue of a Notice of Completion in respect of a Portion which incorporates computer programs or computer interfaces; and
(c) within 7 days after any update or material change is made to the implemented version of the computer programs or computer interfaces referred to in paragraph (b).

2.2 TfNSW may test deposits

TfNSW may, after providing the Supplier with at least seven days notice, conduct tests on the Source Code Material to determine whether the Supplier has met its obligations under clause 2.1.
2.3 Escrow Holder to provide access

The Escrow Holder will provide TfNSW with access to the Source Code Material to enable testing under clause 2.2 to be carried out and will, in the presence and with the oversight of the Supplier, allow TfNSW to:

(a) remove the Source Code Material from the custody of the Escrow Holder;
(b) install, download or copy the Source Code Material onto such computer system or hardware as TfNSW may reasonably specify; and
(c) analyse and conduct reasonable tests in relation to the Source Code Material as provided for under clause 2.2.

Following the testing, TfNSW will (in the presence of and with the oversight of the Supplier) ensure that all copies of the Source Code Material are deleted from the computer system or hardware referred to in clause 2.3(b), and the material referred to in clause 2.3(a) is promptly returned to the Escrow Holder.

2.4 Support to provide assistance with testing

The Supplier must, at TfNSW's request and at no charge, give TfNSW all reasonable assistance to enable TfNSW to carry out the tests referred to in clause 2.2.

2.5 Failure to deposit correct version in escrow

If testing by TfNSW reveals that the Source Code Material does not contain the correct version of the computer programs or computer interfaces, the Supplier must, at no charge, deliver a copy of the correct version of the Source Code Material to the Escrow Holder within 2 Business Days of the completion of testing.

3. Escrow Holder's obligations

3.1 Obligations

The Escrow Holder must:

(a) accept each deposit of the Source Code Material and, subject to the terms and conditions of this agreement, hold it on behalf of the Supplier and TfNSW;
(b) take all reasonably necessary steps to ensure the preservation, care, safe custody and security of the Source Code Material whilst it is in the possession, custody or control of the Escrow Holder;
(c) only use, access, copy and release the Source Code Material to the extent necessary to enable the Escrow Holder to comply with its obligations under this agreement;
(d) establish and maintain a register of deposits of the Source Code Material (Register) showing deposit and release dates and to whom each deposit was released;
(e) allow the Supplier or TfNSW to examine the Register at any time during regular business hours; and
(f) provide the Supplier or TfNSW with a copy of the Register within seven days of receiving a request to do so.

3.2 Limit on obligations
The Escrow Holder has no obligation to and is not responsible for:
(a) verifying the nature, completeness or accuracy of Source Code Material; or
(b) any transaction between the parties, other than the performance of the Escrow Holder's obligations under this agreement.

4. Confidentiality
The Escrow Holder must not disclose to any person:
(a) any part of the Source Code Material;
(b) any information about the Source Code Material; or
(c) any information about this agreement,
other than as permitted by this agreement or as required by Law.

5. Release to TfNSW

5.1 TfNSW may request release
If one of the following circumstances occurs:
(a) the Supplier becomes insolvent;
(b) the Supplier ceases to carry on business;
(c) the Supplier has ceased for any reason to maintain or support the Software Application;
(d) the Supplier breaches the terms of this agreement;
(e) the Supplier breaches the terms of the Deed; or
(f) the Supplier assigns copyright in the Software Application to a third party,
then TfNSW may notify the Escrow Holder and the Supplier of this event and request that the Escrow Holder release the Source Code Material to TfNSW (TfNSW Notice).
5.2 Supplier may dispute release

If the Supplier disputes the TfNSW Notice, then it may notify the Escrow Holder and TfNSW that it objects to release of the Source Code Material on the basis that the event relied on by TfNSW does not exist and the Supplier has provided substantial evidence to support its objection (Supplier Objection).

5.3 Release of Source Code Material to TfNSW

Unless otherwise ordered by a court the Escrow Holder must release the Source Code Material to TfNSW:

(a) if no Supplier Objection is received, within 2 Business Days after the Escrow Holder receives a TfNSW Notice; or

(b) if a Supplier Objection is received, within 7 days after the Supplier Objection is received.

5.4 Grant of licence

If the Source Code Material is released to TfNSW under this clause 5, then the Supplier grants TfNSW an irrevocable, perpetual, royalty-free, worldwide, non-exclusive licence in relation to that Source Code Material to use it for all purposes in connection with the Works and Services.

6. Release to Supplier

6.1 Release of Source Code Material to Supplier

If TfNSW has given the Escrow Holder written notice of its consent to the release of the Source Code Material to the Supplier, then the Supplier may request that the Escrow Holder release the Source Code Material to the Supplier, and the Escrow Holder must immediately release the Source Code Material to the Supplier.

6.2 No other release to Supplier is permitted

Other than as provided for in clause 6.1 and clause 7, the Escrow Holder must not release any Source Code Material to the Supplier.

7. Release by agreement or by court order

7.1 Release by agreement

Within five days after receipt of a joint notice from the Supplier and TfNSW requesting release of the Source Code Material, the Escrow Holder must release the Source Code Material in accordance with that notice.
7.2 **Release by court order**

Each party acknowledges that the Escrow Holder must release the Source Code Material in accordance with any court order requiring the Escrow Holder to do so.

7.3 **Notice to TfNSW**

The Escrow Holder must immediately notify TfNSW if it receives a court order (or any document that refers to a court order being sought) in relation to the Source Code Material.

8. **Fees and charges**

8.1 **Payment of fees**

TfNSW must pay the Establishment Fee and Annual Fee to the Escrow Holder within 30 days of TfNSW's receipt of the invoices referred to in clause 8.3.

8.2 **Annual Fee subject to change**

The Escrow Holder may increase the Annual Fee for any year by giving 30 days notice to TfNSW. An increase must not exceed the increase in the CPI for the previous year.

8.3 **Invoices**

The Escrow Holder may issue invoices as follows:

(a) for the Establishment Fee, on or after the date of this agreement, to TfNSW;

(b) for the Annual Fee, on or after each anniversary of the date of this agreement, to TfNSW; and

(c) for reasonable delivery costs incurred by the Escrow Holder in releasing the Source Code Material, to the party that requested the release.

All invoices issued by the Escrow Holder must state the basis on which fees are charged and, in respect of amounts invoiced pursuant to sub-clause (c) above, must attach evidence justifying the amounts claimed.

8.4 **GST inclusive prices**

Unless otherwise stated, the fees include GST, but exclude Taxes.

8.5 **Taxes**

TfNSW is responsible for the payment of all Taxes arising from or relating to this agreement, regardless of who they are imposed on, and indemnifies the Escrow Holder against any costs or expenses that the Escrow Holder incur as a result of TfNSW failing to meet this obligation.
9. **GST**

9.1 **GST gross up**

Subject to clauses 9.2, 9.3 and 9.4, if GST is imposed on any Taxable Supply made by a party under this agreement (Supplying Party), then the party receiving the Taxable Supply (Receiving Party) must pay, in addition to any consideration payable or to be provided under this agreement for the supply, an additional amount calculated by multiplying the prevailing GST rate by the consideration for the relevant Taxable Supply payable, or to be provided, by the Receiving Party under any other clause in this agreement.

9.2 **Tax invoice**

Payment for Taxable Supplies is conditional upon the issue of a Tax Invoice. Each Tax Invoice must provide full details of the Taxable Supply, the subject of the Tax Invoice, including any details the payer of the fee may specifically require and such other details required to ensure that it is a Tax Invoice.

9.3 **Adjustment**

If the amount of GST recovered by the Supplying Party from the Receiving Party differs from the amount of GST payable at law by the Supplying Party (or an entity grouped with the Supplying Party for GST purposes) in respect of the supply, the amount payable by the Receiving Party to the Supplying Party will be adjusted accordingly.

9.4 **Reimbursements**

Where one party (Payer) is liable to reimburse another party (Payee) for any expenditure incurred by the Payer (Expenditure), the amount reimbursed by the Payer shall be the GST exclusive Expenditure plus any GST payable to the Payee by the Payer pursuant to clause 9.1.

10. **Ownership, risk and insurance**

10.1 **Acknowledgements**

Each party acknowledges that:

(a) nothing in this agreement assigns any Intellectual Property in the Source Code Material;

(b) title in the physical media on which the Source Code Material is stored passes from the Supplier to TfNSW on release of the Source Code Material to TfNSW under clause 5 or clause 7;
(c) if the Information Schedule requires the Escrow Holder to take out Insurance to cover loss of, or damage to, the Source Code Material or associated media, then the Escrow Holder will bear the risk of that loss or damage; and

(d) if the Information Schedule does not require the Escrow Holder to take out Insurance to cover loss of, or damage to, the Source Code Material or associated media, then risk of that loss or damage remains with the Supplier and does not pass to the Escrow Holder.

10.2 Loss or damage to Source Code Material

Without limiting any rights or remedies that any of the parties may have, if any of the Source Code Material or associated media is lost, damaged or destroyed while in the Escrow Holder’s control:

(a) the Escrow Holder must promptly notify each other party; and

(b) the Supplier must provide the Escrow Holder with replacement Source Code Material within 2 Business Days or receiving such notice from the Escrow Holder.

10.3 Warranty

The Supplier warrants and represents that it has the necessary authority to comply with its obligations under this agreement (including the right to grant the licence in clause 5.4).

10.4 Act or omission of Escrow Holder

Notwithstanding any other provision of this agreement, if any of the Source Code Material or associated media is lost, damaged or destroyed while in the Escrow Holder’s control, and that loss, damage or destruction is caused by:

(a) the Escrow Holder's breach of this agreement; or

(b) the negligent, wilful or unlawful act or omission of the Escrow Holder,

then the Escrow Holder must, at its own expense, reimburse the Supplier for the reasonable cost of replacing the relevant part or parts of the Source Code Material.

11. Exclusions and limitations

11.1 Scope of exclusions and limitations

Nothing in this agreement excludes or limits the application of any provision of any statute (including the Trade Practices Act 1974 (Cth) (or the Competition and Consumer Act 2010 (Cth) when it comes into force)) where to do so would:

(a) contravene that statute; or

(b) cause any part of this clause to be void.
11.2 Exclusion of implied warranties
The Escrow Holder excludes all implied conditions and implied warranties (except any implied condition or implied warranty the exclusion of which would contravene any statute or cause this clause to be void) (Implied Condition).

11.3 Cap on liability
Subject to clause 11.4, the Escrow Holder’s liability to each other party for breach of any express provision of this agreement, for any Implied Condition or for any other cause of action (including, but not limited to, negligence) is limited to refunding the unexpired portion of the Annual Fee applicable to the calendar year in which the breach occurred.

11.4 Exception
The cap on the Escrow Holder’s liability in clause 11.3 does not apply to:
(a) any breach of clause 5.3 by the Escrow Holder;
(b) any liability of the Escrow Holder under clause 10.4; or
(c) any claims covered by Insurance.

12. Termination

12.1 Upon insolvency
This agreement terminates immediately if the Escrow Holder becomes Insolvent.

12.2 Upon release of Source Code Material
This agreement terminates immediately if the Source Code Material is released to TfNSW or the Supplier under this agreement.

12.3 Upon provision of notice
This agreement may be terminated by:
(a) the Escrow Holder giving 90 days written notice to the Supplier and TfNSW;
(b) TfNSW giving 90 days written notice to the Supplier and the Escrow Holder; or
(c) the Supplier giving 90 days written notice to TfNSW and the Escrow Holder.

12.4 By TfNSW or the Supplier
Either the Supplier or TfNSW may, by giving notice to the Escrow Holder (with a copy to TfNSW or the Supplier, as applicable), terminate this agreement with immediate effect if:
(a) the Escrow Holder commits a material breach of this agreement; and
(b) the breach is not remedied within 14 days of the Escrow Holder receiving a notice detailing the breach and requiring that it be rectified.
12.5 Consequences of an Escrow Holder termination event

Within 14 days after the termination of this agreement under clause 12.1, 12.3 or 12.4, the Supplier must, at the direction of TfNSW (and TfNSW must, if the Supplier so requests), enter into another agreement between the Supplier, TfNSW and a new escrow service provider in a form substantially similar to this agreement.

12.6 Return of Source Code Material on termination

(a) If this agreement terminates for any reason other than under clause 12.2 and 12.3(b), then, unless a new escrow agreement is entered into within 14 days in accordance with clause 12.5, the Escrow Holder must, within a further 20 days, deliver the Source Code Material to TfNSW.

(b) If this agreement terminates under clause 12.3(b), then the Escrow Holder must within 7 days deliver the Source Code Material to the Supplier.

13. Notices

(a) Any notices contemplated by this agreement must be in writing and delivered to the relevant address or sent to the facsimile number as set out below (or to any new address or facsimile number that a party notifies to the others):

(i) to TfNSW: Level 5, Tower A
    Zenith Centre
    821 Pacific Highway
    Chatswood NSW 2067
    Fax: (02) 9200 0290

(ii) to the Escrow Holder: [to be completed]

(iii) to the Supplier: [to be completed]

(b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.

(c) A notice sent by facsimile will be taken to have been received on the next day after the day shown on the transmission record showing the number of the person to whom it is addressed in accordance with paragraph (a), which is a Business Day.

14. No assignment

A party may not assign or otherwise deal with all or any of its rights or obligations under this agreement without the written consent of the other parties.
15. General

15.1 Discretion in exercising rights
A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

15.2 Partial exercise of rights
If a party does not exercise a right or remedy at a given time, the party may still exercise it later.

15.3 Approvals and consents
By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

15.4 Remedies cumulative
The rights and remedies provided in this agreement are in addition to other rights and remedies given by Law independently of this agreement.

15.5 Operation of Law
Rights given to the parties under this agreement and the parties' liabilities under it are not affected by anything which might otherwise affect them by Law.

15.6 Indemnities
Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this agreement.

Nothing in this clause 15.6 prevents any other provision of this agreement, as a matter of interpretation also surviving the termination of this agreement.

It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this agreement.

15.7 No partnership, joint venture or other fiduciary relationship
Nothing in this agreement will be construed or interpreted as constituting the relationship between TfNSW, the Supplier and the Escrow Holder as that of partners, joint venturers or any other fiduciary relationship.

15.8 Entire agreement
This agreement constitutes the entire agreement and understanding between the parties and will take effect according to its tenor despite, and supersedes:
(a) any prior agreement (whether in writing or not), negotiations and discussions between the parties in relation to the subject matter of this Deed; or

(b) any correspondence or other documents relating to the subject matter of this Deed that may have passed between the parties prior to the date of this Deed and that are not expressly included in this Deed.

15.9 Joint and several liability

(a) The obligations of the Escrow Holder, if more than one person, under this Deed, are joint and several. Each person constituting the Escrow Holder acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this Deed) of the other as if those acts or omissions were its own and the Principal may proceed against any or all of them.

(b) The obligations of the Supplier, if more than one person, under this Deed, are joint and several. Each person constituting the Supplier acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this Deed) of the other as if those acts or omissions were its own and the Principal may proceed against any or all of them.

15.10 Severance

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that will not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or

(b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Deed.

15.11 Provisions limiting or excluding liability

Any provision of this Deed which seeks to limit or exclude a liability of the Principal, the Supplier or the Escrow Holder is to be construed as doing so only to the extent permitted by Law.

15.12 Variations

This Deed may only be varied by a document signed by or on behalf of the Principal, the Supplier and the Escrow Holder.

15.13 Waiver

(a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by Law or under this agreement by the Principal will not in any way preclude, or operate as a
waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by Law or under this agreement.

(b) Any waiver or consent given by the Principal under this Deed will only be effective and binding on the Principal if it is given or confirmed in writing by the Principal.

(c) No waiver by the Principal of:

(i) a breach of any term of this Deed; or

(ii) any other failure by the Escrow Holder to comply with a requirement of this agreement,

will operate as a waiver of another breach of that term or failure to comply with that requirement or of a breach of any other term of this agreement or failure to comply with any other requirement of this agreement.

15.14 Survival

Clauses 3.1(e) and 3.1(f) ("Obligations"), 4 ("Confidentiality"), 5.4 ("Grant of licence"), 8.4 ("GST inclusive prices"), 8.5 ("Taxes"), 9 ("GST"), 10.3 ("Warranty"), 11 ("Exclusions and limitations"), 12.5 ("Consequences of an Escrow Holder termination event"), 12.6 ("Return of Source Code Material on termination"), 15 ("General"), 16 ("Governing law and jurisdiction") and 1 ("Interpretation") survive the termination (for any reason) of this agreement.

16. Governing law and jurisdiction

(a) This agreement shall be governed by and construed in accordance with the Laws of the State of New South Wales.

(b) Each party hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this agreement, and waives any right it might have to claim that those courts are an inconvenient forum.
Schedule 1 to Escrow Deed - Information Schedule

1. Fees and charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establishment Fee: (first year)</td>
<td>$[ ]</td>
</tr>
<tr>
<td>Annual Fee: (first year and subsequent years)</td>
<td>$[ ]</td>
</tr>
<tr>
<td>(subject to increases under clause 8.2)</td>
<td>plus GST</td>
</tr>
</tbody>
</table>

2. Source code material

(a) The Source Code which incorporates computer programs or computer interfaces;
(b) all documentation relating to the material referred to in (a) which a reasonably qualified programmer would require for understanding, maintaining, modifying such material; and
(c) media on which source code will be deposited:

[insert description of media, eg CD ROM]

3. Insurance

[Insert details]
Schedule 2 to Escrow Deed - Escrow Deposit Specification Form

1. Depositor information

| Company Name: |  |
| Technical Contact: |  |
| Email: |  |
| Telephone: |  |

2. Software Application information

| Product Name(s)/Version(s): |  |
| Modules: |  |

3. Media information

<table>
<thead>
<tr>
<th>Medium</th>
<th>Quantity</th>
<th>Label</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. Escrow deposit details

4.1 Compilation

(a) What hardware is required to compile the Software Application?

(b) What operating system and version is used in the compilation process?

(c) What operating system and version is used in the compilation process?

(d) What development environment (compilers/linkers/other tools) is necessary to compile the Software Application?

(e) List all third party libraries/components that are required to compile the software (brand name, version & supplier) and indicate which (if any) are not included in the deposit?

(f) List all non third party libraries/components that are required to compile the software.

(g) Detail the steps to follow to compile the source code and produce a version of the Software Application that runs.

(h) List all of the files that are created by the compilation process and are needed to successfully run the Software Application.
4.2 Running the application

(a) What hardware is required to successfully run the Software Application (if identical to item 3.4.1.1 please leave blank)?

(b) What software (in addition to the operating system) is required to successfully run the Software Application?

4.3 Documentation

(a) Please provide an overview of the technical documentation.

(b) Please provide an overview of the user documentation.

(c) Please include a short description on the layout of the deposit.

(d) Please include a full directory listing of the contents of the deposit media.

4.4 General information

(a) What are the main functions performed by the Software Application?

(b) List the additional material (reports, databases, etc.) included with the deposit.

(c) Is a copy of the development environment (compilers & third party software) included with the deposit?
(d) Does your company use a formal coding convention (please provide a brief description of the convention used).

5. Remarks


6. Signature

Date: ________________________________

Signature: ________________________________

Name (please print): ________________________________

For and on behalf of the Supplier
The Supplier warrants that the details set out above are correct and complete.
Executed and delivered as a Deed in Sydney

Signed for and on behalf of

TRANSPORT FOR NSW (ABN 18 804 239 602):

Signature of Witness

Print Name
(block letters)

Position held

Executed as a deed in accordance with section 127 of the Corporations Act 2001 by [* Limited]:

Director Signature

Print Name

Director/Secretary Signature

Print Name

Executed as a deed in accordance with section 127 of the Corporations Act 2001 by [* Limited]:

Director Signature

Print Name

Director/Secretary Signature

Print Name
19. Form of Statutory Declaration

(Clauses 11.6(e) and 11.7)

<table>
<thead>
<tr>
<th>Statutory Declaration</th>
<th>Oaths Act (NSW) Ninth Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>...............................</td>
<td>insert full name of Declarant</td>
</tr>
<tr>
<td>of ................................</td>
<td>insert address</td>
</tr>
<tr>
<td>do solemnly and sincerely declare that:</td>
<td></td>
</tr>
<tr>
<td>1. I am the representative of:</td>
<td>insert name of Contractor, and ABN if applicable</td>
</tr>
<tr>
<td>..........................................................(ABN..............)</td>
<td></td>
</tr>
<tr>
<td>(&quot;the Contractor&quot;)</td>
<td>insert position title of Declarant</td>
</tr>
<tr>
<td>in the Office Bearer capacity of:</td>
<td></td>
</tr>
<tr>
<td>.................................</td>
<td></td>
</tr>
<tr>
<td>2. The Contractor has a contract with the [</td>
<td>Insert name of Principal</td>
</tr>
<tr>
<td>]: Insert name of Contract</td>
<td></td>
</tr>
<tr>
<td>(&quot;the Contract&quot;)</td>
<td></td>
</tr>
<tr>
<td>3. I personally know the facts which I have set out in this declaration.</td>
<td></td>
</tr>
<tr>
<td>4. All employees who have at any time been engaged by the Contractor for work done under the Contract:</td>
<td></td>
</tr>
<tr>
<td>(a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and</td>
<td>insert names and addresses of the unpaid employees, the amounts unpaid, and whether in respect of wages, allowances, holiday pay, long service leave payments and superannuation entitlement etc.</td>
</tr>
<tr>
<td>(b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,</td>
<td></td>
</tr>
<tr>
<td>with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:</td>
<td></td>
</tr>
<tr>
<td>Employee: Amount unpaid or not accrued:</td>
<td></td>
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<tr>
<td>..........................................................</td>
<td></td>
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<td>..........................................................</td>
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</tr>
</tbody>
</table>
5. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.

6. The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding $25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

(a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors;

(b) that all their employees and subcontractors, as at the date of the making of such a declaration:

(i) have been paid all remuneration and benefits due and payable to them by; or

(ii) had accrued to their account all benefits to which they are entitled from;

the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding $25,000 at their commencement) in respect of any work under the Contract; and

(c) of details of any amounts due and payable or benefits due to be received or accrued described in 6(b) above which have not been paid, received or accrued,

except for the following subcontractors to the Contractor who have failed to provide such a declaration:

<table>
<thead>
<tr>
<th>Subcontractor:</th>
<th>Due amount unpaid:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

insert names and addresses of the Contractor’s subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this claim.
7. Where a subcontractor to the Contractor has provided a declaration as in 6 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:

Employee, subcontractor or supplier:

Amount unpaid or not accrued:

8. In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.

9. Attached to and forming part of this declaration, as Annexure A, is a "Subcontractor's Statement" given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987 (NSW), Payroll Tax Act 2007 (NSW) and Industrial Relations Act 1996 (NSW) which is a written statement:

(a) under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;

(b) under section 18(6) of schedule 2 of part 5 of the Payroll Tax Act 2007 in the form and providing the detail required by that legislation; and

(c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.

10. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.

11. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:
given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987 (NSW), the Payroll Tax Act 2007 (NSW) and the Industrial Relations Act 1996 (NSW) (''Acts''); and

(b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.

12. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 (NSW).

Declared at
this ................... day of .................................... 20
Before me:

______________________________
Signature of person before whom the declaration is made

______________________________
Signature of declarant

Full name and qualifications of person before whom the declaration is made

And as a witness, I certify the following matters concerning the person who made this declaration (declarant):

[*strike out the text that does not supply]*

1. *I saw the face of the declarant.

   OR

   *I did not see the face of the declarant because the declarant was
wearing a face covering, but I am satisfied that the declarant had a special justification for not removing the covering.

2. *I have known the declarant for at least 12 months.

OR

*I confirm the declarant's identity using the following identification document:

Identification document relied on
(may be original or certified copy)

Signature of person before whom
the declaration is made

Declared at
this .............. day of

...............20

Before me:

Signature of person before whom
the declaration is made

Signature of declarant

Full name and qualifications of
person before whom the
declaration is made

*The declaration must be made before one of the following persons:

- where the declaration is sworn within the State of New South Wales:
  (i) a justice of the peace of the State of New South Wales;
  (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or
  (iii) a notary public.

- where the declaration is sworn in a place outside the State of New South Wales:
(i) a notary public; or

(ii) any person having authority to administer an oath in that place.
Annexure A

SUBCONTRACTOR’S STATEMENT

REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION (Note 1 - see back of form)

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 (NSW), Schedule 2 Part 5 Payroll Tax Act 2007 (NSW), and s127 Industrial Relations Act 1996 (NSW) 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 the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: .................................................. ABN: ........................................

(Business name)

of .................................................................................................................................

(Address of Subcontractor)

has entered into a contract with .................................................. ABN:.........................

(Business name of principal contractor) (Note 2)

Contract number/identifier

................................................................................................................................. (Note 3)

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

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

I, .................................................................................................................................. a Director 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) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [ ] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [ ] and only complete (f) and (g) 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 (NSW), 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) Signature ........................................ Full name.................................................................

(g) 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 (NSW).
Notes

1. This form is prepared for the purpose of section 175B of the Workers Compensation Act 1987 (NSW), Schedule 2 Part 5 Payroll Tax Act 2007 (NSW) and section 127 of the Industrial Relation Act 1996 (NSW). If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll 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 section 127 of the Industrial Relations Act 1996 (NSW), 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 (NSW) 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 (NSW) 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 the 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.

**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.

**Offences in respect of a false Statement**

In terms of s127(8) of the Industrial Relations Act 1996, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

(a) the person is the subcontractor;

(b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or

(c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the Workers Compensation Act and clause 18 of Schedule 2 of the Payroll Tax Act 2007 a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

**Further Information**

20. Principal Supplied Items

(Clauses 1.1, 7.9 and 13.1)

The items set out in the table contained in Section 10 of Appendix B to the Statement of Work (Technical Requirements ATP On-train Installation) described as being "Supplied by the Principal" are Principal Supplied Items. These items will be made available to the Contractor at the Sydney Trains Clyde Warehouse from the dates set out in the table below.

**ATP Hardware**

The following items of ATP Hardware are Principal Supplied Items. These items will be made available to the Contractor at the Sydney Trains Clyde Warehouse from the dates set out in the table below:

<table>
<thead>
<tr>
<th>SOW Appendix B Bill of Materials Item No.</th>
<th>Product Description</th>
<th>Supplier Part Number</th>
<th>Qty per Consist</th>
<th>Total Qty (55 Consists + 1 Set + 2 spare Control Trailer Cars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Cubicle (Consisting of the following components)</td>
<td>DTR0100027881, DTR0100026628</td>
<td>2</td>
<td>113</td>
</tr>
<tr>
<td>-TRU</td>
<td>50.2620.021/02</td>
<td>1 per cubicle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Rack Control</td>
<td>DTR0100027721</td>
<td>1 per cubicle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-EVC Rack</td>
<td>DTR0000251836</td>
<td>1 per cubicle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Fan unit</td>
<td>CBA0042</td>
<td>1 per cubicle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-DC/DC Converters</td>
<td>HRP2320-9RBG + H2201209-G</td>
<td>3 per cubicle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Accelerometer panel</td>
<td>4RDSPS7315H01</td>
<td>1 per cubicle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Cubicle frame assembly</td>
<td>DTR0100027584 + DTR0100027740</td>
<td>1 per cubicle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 DMI Screen</td>
<td>TRVS339617211</td>
<td>2</td>
<td>113</td>
<td></td>
</tr>
</tbody>
</table>
The Principal Supplied Items for each Consist will be issued as a package. The earliest available date of each package for collection from Sydney Trains Clyde Warehouse is as set out below:

<table>
<thead>
<tr>
<th>Package No.</th>
<th>Date of Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>7 April 2016</td>
</tr>
<tr>
<td>2.</td>
<td>7 April 2016</td>
</tr>
<tr>
<td>3.</td>
<td>1 August 2016</td>
</tr>
<tr>
<td>4.</td>
<td>1 August 2016</td>
</tr>
<tr>
<td>5.</td>
<td>14 September 2016</td>
</tr>
<tr>
<td>6.</td>
<td>14 September 2016</td>
</tr>
<tr>
<td>7.</td>
<td>17 October 2016</td>
</tr>
<tr>
<td>8.</td>
<td>17 October 2016</td>
</tr>
<tr>
<td>9.</td>
<td>10 November 2016</td>
</tr>
<tr>
<td>10.</td>
<td>22 November 2016</td>
</tr>
<tr>
<td>11.</td>
<td>5 December 2016</td>
</tr>
<tr>
<td>12.</td>
<td>15 December 2016</td>
</tr>
<tr>
<td>Package No.</td>
<td>Date of Availability</td>
</tr>
<tr>
<td>-------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>13.</td>
<td>31 January 2017</td>
</tr>
<tr>
<td>14.</td>
<td>10 February 2017</td>
</tr>
<tr>
<td>15.</td>
<td>23 February 2017</td>
</tr>
<tr>
<td>16.</td>
<td>7 March 2017</td>
</tr>
<tr>
<td>17.</td>
<td>17 March 2017</td>
</tr>
<tr>
<td>18.</td>
<td>30 March 2017</td>
</tr>
<tr>
<td>19.</td>
<td>11 April 2017</td>
</tr>
<tr>
<td>20.</td>
<td>27 April 2017</td>
</tr>
<tr>
<td>21.</td>
<td>9 May 2017</td>
</tr>
<tr>
<td>22.</td>
<td>22 May 2017</td>
</tr>
<tr>
<td>23.</td>
<td>1 June 2017</td>
</tr>
<tr>
<td>24.</td>
<td>14 June 2017</td>
</tr>
<tr>
<td>25.</td>
<td>27 June 2017</td>
</tr>
<tr>
<td>26.</td>
<td>7 July 2017</td>
</tr>
<tr>
<td>27.</td>
<td>1 August 2017</td>
</tr>
<tr>
<td>28.</td>
<td>3 August 2017</td>
</tr>
<tr>
<td>29.</td>
<td>11 August 2017</td>
</tr>
<tr>
<td>30.</td>
<td>24 August 2017</td>
</tr>
<tr>
<td>31.</td>
<td>5 September 2017</td>
</tr>
<tr>
<td>32.</td>
<td>15 September 2017</td>
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* Package to suit 1 Consist + 1 Set + 2 spare Control Trailer Cars
21. Form of Subcontractor Deed

(Clauses 2.2(f))

THIS DEED POLL is made on ........................................, 20........ by
.......................................................... ACN............... of
.......................................................... (the Subcontractor).

RECITALS:

A. Transport for NSW (ABN 18 804 239 602), a corporation established by section 3C of the Transport Administration Act 1988 (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (Principal) has entered into a deed with UGL Unipart Rail Services Pty Ltd (ABN 49 154 895 940) (Contractor) for the Tangara Technology Upgrade Project (Works and Services).

B. The Subcontractor has an agreement (the Subcontract) with the Contractor for the execution and completion of the [] (the Subcontract Works) for the Works and Services.

C. It is a condition of the Subcontract that the Subcontractor executes this Deed Poll.

THIS DEED WITNESSES THAT THE SUBCONTRACTOR HEREBY COVENANTS, WARRANTS AND AGREES with and for the benefit of the persons named in the Schedule as follows:

1. It will comply with its obligations under the Subcontract and upon completion of the Works and Services, the Subcontract Works will satisfy the requirements of the Subcontract.

2. The persons named in the Schedule may assign or charge the benefits and rights accrued under this Deed Poll.

3. The Subcontractor:

   (a) must if required by a written notice by the Principal sign a deed in the form of the attached Deed of Novation with such substitute contractor as the Principal may nominate; and

   (b) for this purpose irrevocably appoints the Principal to be its attorney with full power and authority to complete the particulars in and sign the attached Deed of Novation.

4. This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.
5. The Subcontractor hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.

6. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Principal.

7. The Subcontractor's liability in respect of a breach of a particular obligation under this Deed Poll will be reduced to the extent to which the Subcontractor has already paid money to or performed work for the Contractor in respect of that breach.

PERSONS NAMED IN THE SCHEDULE TO THIS DEED POLL

Transport for NSW (ABN 18 804 239 602)

[Insert details of Sydney Trains/NSW Trains as relevant]

EXECUTED AS A DEED POLL.

Executed by [insert 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
THIS DEED OF NOVATION is made on [20] between the following parties:

(1) [ ] ACN [ ] of [ ] ("Contractor")
(2) [ ] ACN [ ] of [ ] ("New Contractor"); and
(3) [ ] ACN [ ] of [ ] ("Subcontractor").

Recitals

A. By agreement dated [ ] (the "Agreement"), the Contractor engaged the Subcontractor to, and the Subcontractor agreed to, carry out certain works for the Contractor.

B. Under clause 3 of the Deed Poll executed on [ ], which forms part of the Agreement, the Subcontractor must enter into this deed when the Principal under the Deed Poll requires it to do so.

C. Subject to this deed, the Subcontractor agrees to accept the New Contractor in place of the Contractor for the performance of all the obligations of the Contractor and to release completely and discharge the Contractor from all of its obligations under the Agreement and from all claims and demands in respect of it.

THIS DEED WITNESSES that in consideration, among other things, of the mutual promises contained in this deed, the parties agree:

1. The Subcontractor must perform its obligations under, and be bound by, the Agreement as if the New Contractor was originally named in the Agreement as the Contractor.

2. The Subcontractor:
   (a) releases and forever discharges the Contractor from its obligations under the Agreement and from all claims and demands in respect of the Agreement; and
   (b) accepts the liability of the New Contractor in place of the liability of the Contractor in respect of the Agreement.

3. The New Contractor must perform all the obligations of the Contractor under, and be bound by, the Agreement as if the New Contractor were originally named in the Agreement as the Contractor.

4. Upon the execution and exchange of this deed:
   (a) the Contractor must release any securities given to it by the Subcontractor in accordance with the Agreement;
   (b) the Subcontractor must give the New Contractor security in the same form and for the same amounts as any security required by the Agreement; and
   (c) the Subcontractor must ensure that the New Contractor is appropriately noted on all relevant insurance policies as required by the Agreement.
5. The New Contractor must pay all stamp duty and any penalties in respect of this deed.

6. This deed is governed by the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of that state.

EXECUTED by the parties as a deed:

Executed by [insert name] (ABN [insert ABN]) by or in the presence of:

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<th>Signature of Director</th>
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Transport for NSW

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Tangara Technology Upgrade Project
Contract No. TPD-14-3914

© TfNSW 2014
L312515082.28
22. Parent Company Guarantee

(Clauses 1.1, 2.5(g) and 11.6(b))

Deed of Guarantee and Indemnity made at 20

Transport for NSW (ABN 18 804 239 602), a corporation established by section 3C of the Transport Administration Act 1988 (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (Principal)

[ ] ABN [ ] of [ ]

(Guarantor)

RECIDALS

A. The Principal has agreed to enter into the Contract with the Contractor on the condition that the Guarantor provide this Guarantee.

B. The Guarantor has agreed on the following terms and conditions to guarantee to the Principal all of the Obligations and to indemnify the Principal against any loss arising from any failure by the Contractor to perform the Obligations.

C. The Guarantor considers that by providing this guarantee there will be a commercial benefit flowing to it.

THIS DEED PROVIDES

1. Definitions

1.1 Definitions and Interpretation

In this Deed:

Contract means the Tangara Technology Upgrade Contract (Contract Number: TPD-14-3914) dated on or about the date of this Deed between the Principal and the Contractor.

Contractor means UGL Unipart Rail Services Pty Ltd ABN 49 154 895 940.

Event of Default means any event which constitutes a breach of, or is duly and properly declared to be an event of default (howsoever described) by, the Contract.

Guaranteed Money means all money the payment or repayment of which from time to time forms part of the Obligations.

Insolvency Provision means any Law relating to insolvency, sequestration, liquidation or bankruptcy (including any Law relating to the avoidance of conveyances in fraud of
creditors or of preferences, and any Law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

**Obligations** means all the liabilities and obligations of the Contractor to the Principal under or arising out of or in any way in connection with the Contract or the work to be carried out or performed by the Contractor under the Contract, and includes any liabilities or obligations which:

(a) are liquidated or unliquidated;
(b) are present;
(c) are in existence before or come into existence on or after the date of this Deed;
(d) relate to the payment of money or the performance or omission of any act;
(e) sound in damages only; or
(f) accrue as a result of any Event of Default,

and irrespective of:

(g) whether the Contractor is liable or obligated solely, or jointly, or jointly and severally with another person;

(h) the circumstances in which the Principal comes to be owed each liability or obligation and in which each liability or obligation comes to be secured by this Deed, including any assignment of any liability or obligation or of this Deed; or

(i) the capacity in which the Contractor and the Principal comes to owe or be owed such liability or obligation,

and **Obligation** means any liability or obligation forming part of the Obligations.

**Power** means any right, power, authority, discretion, remedy or privilege conferred on the Principal by the Contract, by statute, by law or by equity.

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

**Specified Rate** means the rate which is 2% above the rate expressed as a percentage per annum:

(a) which is the average of the bid rates shown at approximately 10.15 am on reference rate page “BBSY” on the Reuters Monitor System on the day the relevant amount was due and payable for bank accepted bills having a tenor of 30 days; or
(b) if for any reason the rate referred to in paragraph (a) is no longer available or if there is no rate displayed for that period at that time, then the average of the buying rates quoted by 3 banks selected by the Principal at or about 10.15 am on the relevant date referred to in paragraph (a) for bills accepted by such banks having a tenor of 30 days.

1.2 Defined terms

Terms used in this Deed which are not otherwise defined will have the meaning given to them in the Contract.

1.3 Interpretation

In this Deed unless the context otherwise requires:

(a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;

(b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";

(c) a reference to any party to this Deed includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;

(d) a reference to any Authority, institute, association or body is:

(i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and

(ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;

(e) a reference to this Deed or to any other deed, agreement, document or instrument is deemed to include a reference to this Deed or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;

(f) a reference to any legislation or to any section or provision of it includes:

(i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
(ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;

(g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;

(h) headings are for convenience only and do not affect the interpretation of this Deed;

(i) a reference to:

(i) a party or clause is a reference to a party or clause of or to this Deed; and

(ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;

(j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(k) for all purposes (other than where designated as a Business Day), "day" means calendar day;

(l) a reference to "$" is to Australian currency;

(m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Deed or any part; and

any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

1.4 Limitation

(a) Notwithstanding any other clause in this Deed but subject to paragraphs (b) and (c) below:

(i) the aggregate liability of the Guarantor under this Deed will not exceed the aggregate liability of the Contractor under the Contract;

(ii) the liability of the Guarantor under this Deed in connection with a breach of the Contract by the Contractor shall not be greater than the liability of the Contractor under the Contract in respect of the breach;

(iii) nothing in this Deed is intended to render the Contractor and the Guarantor liable for the same loss twice for the one breach of the Contract by the Contractor;

(iv) the Guarantor is entitled to rely on all defences, limitations and exclusions (including set off and counterclaim) available to the Contractor under the Contract;
(v) where the Guarantor is performing any Obligation, the Guarantor will not be required to perform any such Obligation in a manner any different than that required by the Contract; and

(vi) payment by one of the Contractor or the Guarantor to or in favour of the Principal shall be deemed to be good discharge against the Principal in respect of that payment.

(b) The limitation of liability under this clause 1.4 does not apply to liability to pay any interest in accordance with clause 7.3 of this Deed or otherwise.

(c) Nothing in this clause shall limit the Guarantor's liability for Obligations which arise from or would have arisen from any voided, voidable, unenforceable or irrecoverable Obligations referred to in clause 3(b) of this Deed (if those Obligations had not been voided, avoided, unenforceable or irrecoverable), subject to such liability not exceeding the liability that the Contractor would have had if the Obligations had not been voided, voidable, unenforceable or irrecoverable.

2. Guarantee

2.1 Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Principal the due and punctual performance by the Contractor of all the Obligations.

2.2 Payment by Guarantor

If the Contractor does not pay the Guaranteed Money when due, the Guarantor must on demand pay to the Principal the Guaranteed Money which is then due and unpaid or which later becomes due, owing or payable.

2.3 Perform Obligations

If the Contractor defaults in the performance or observance of any of the Obligations, the Guarantor must, in addition to its obligations under clause 2.2 of this Guarantee, on demand from time to time by the Principal, immediately perform any of the Obligations then required to be performed by the Contractor in the same manner as the Contractor is required to perform the Obligations.

3. Indemnity

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

A reference in this Deed to the obligations or liabilities of the Guarantor is a reference to the Guarantor's obligations or liabilities as either guarantor or indemnifier (or both) under this Deed. The use of the expression "Guarantor" in this Deed in relation to a party must not be construed as diminishing that party's obligations as an indemnifier under this Deed.

5. Nature and preservation of liability

5.1 Absolute liability

(a) The liability of the Guarantor under this Deed is absolute and is not subject to the performance of any condition precedent or subsequent by the Contractor or the Guarantor.

(b) This Deed binds each person who has executed it, notwithstanding that:
   (i) any person, whether named as a party or not, does not execute this Deed;
   (ii) the execution of this Deed by any person is invalid, forged or irregular in any way; or
   (iii) this Deed is or becomes unenforceable, void or voidable against any other person.

5.2 Unconditional liability

The liability of the Guarantor under this Deed will not be affected by any act, omission, matter or thing which, but for this clause 5.2, might operate in law or in equity to release the Guarantor from that liability or to reduce the Guarantor’s liability under this Deed, including any of the following:

(a) the occurrence before, on or at any time after the date of this Deed, of any Insolvency Event in relation to the Contractor or the Guarantor;

(b) the receipt by the Principal of any payment, dividend or distribution under any Insolvency Provision in relation to the Contractor or the Guarantor;

(c) the occurrence of any Event of Default;
(d) the Contract or any payment or other act, the making or doing of which would otherwise form part of the Obligations being or becoming or being conceded to be frustrated, illegal, invalid, void, voidable, unenforceable or irrecoverable in whole or in part for any reason whether past, present or future;

(e) the Principal accepting or declining to accept any Security from any person at any time;

(f) the Principal granting time, waiver or other indulgence or concession to, or making any composition or compromise with, the Contractor or the Guarantor;

(g) the Principal not exercising or delaying (whether deliberately, negligently, unreasonably or otherwise) in the exercise of any remedy or right it has for the enforcement of the Contract or any Obligation;

(h) any laches, acquiescence or other act, neglect, default, omission or mistake by the Principal;

(i) the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Principal or the Contractor or the Guarantor of the Contract or any Obligation;

(j) any variation to the Contract or any Obligation, whether or not that variation is substantial or material, or imposes any additional liability on or disadvantages the Contractor or the Guarantor;

(k) the full, partial or conditional release or discharge by the Principal or by operation of law, of the Contractor or the Guarantor from the Contract or any Obligation;

(l) any change in membership (whether by death or retirement of an existing member, admission of a new member, or otherwise) or in the name of any partnership, firm or association in which the Contractor or the Guarantor is a member;

(m) the transfer, assignment or novation by the Principal or the Contractor or the Guarantor of all or any of its rights or obligations under the Contract or under any other Obligation;

(n) any failure by the Principal to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known to, or which ought to have been known by, the Principal relating to or affecting the Contractor or the Guarantor at any time before or during the currency of this Deed, whether prejudicial or not to the rights and liabilities of the Guarantor and whether or not the Principal was under a duty to disclose that fact, circumstance, event or thing to the Guarantor or to the Contractor;

(o) the Principal agreeing with the Contractor or the Guarantor not to sue, issue process, sign or execute judgment, commence proceedings for bankruptcy or
liquidation, participate in any administration, scheme or deed of arrangement or
reconstruction, prove in any bankruptcy or liquidation, or do anything else in
respect of the liability of the Contractor or the Guarantor; or

(p) the provisions of section 440J of the Corporations Act 2001 (Cth) operating to
prevent or delay:

(i) the enforcement of this Deed against any Guarantor; or

(ii) any claim for contribution against any Guarantor.

5.3 No merger

(a) This Deed is in addition to and does not merge with, postpone, lessen or
otherwise prejudicially affect the Contract or any other Power of the Principal.

(b) The Principal will hold any judgment or order obtained by it against any person in
respect of the Guaranteed Money or the Obligations collaterally with this Deed,
and this Deed will not merge in that judgment or order.

5.4 No obligation to gain consent

No consent is required from any Guarantor nor is it necessary for the Guarantor to or be
made aware of any event referred to in clause 5.2, any transaction between the Principal
and the Contractor, or any particulars concerning any Obligation.

5.5 Appropriation

(a) The Principal is under no obligation to marshal or appropriate in favour of any
Guarantor, or to exercise, apply, transfer or recover in favour of any Guarantor,
any Security or any funds or assets that the Principal holds, has a claim on, or
has received or is entitled to receive, but may do so in the manner and order as
the Principal determines in its absolute discretion.

(b) The Principal may hold in a suspense account (without liability to pay interest)
any money which it receives from the Guarantor, or which it receives on account
of the Guarantor's liability under this Deed, and which the Principal may, at its
discretion, appropriate in reduction of the Guarantor’s liability under this Deed.

5.6 Void or voidable transactions

If:

(a) the Principal has at any time released or discharged:

(i) the Guarantor from its obligations under this Deed; or

(ii) any assets of the Guarantor from a Security,
in either case in reliance on a payment, receipt or other transaction to or in favour
of the Principal; or
(b) any payment or other transaction to or in favour of the Principal has the effect of releasing or discharging:

(i) the Guarantor from its obligations under this Deed; or

(ii) any assets of the Guarantor from a Security;

and

(c) that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason, including under an Insolvency Provision or under the general law; and

(d) that claim is upheld or is conceded or compromised by the Principal,

then:

(e) the Principal will immediately become entitled against the Guarantor to all rights (including under any Security) as it had immediately before that release or discharge;

(f) the Guarantor must immediately do all things and execute all documents as the Principal may reasonably require to restore to the Principal all those rights; and

(g) the Guarantor must indemnify the Principal against costs, losses and expenses suffered or incurred by the Principal in or in connection with any negotiations or proceedings relating to the claim or as a result of the upholding, concession or compromise of the claim.

5.7 No set-off, counterclaim

Subject to clause 1.4(a)(iv), the liability of the Guarantor under this Deed will not be reduced or avoided by any defence, set-off or counterclaim available to the Contractor against the Principal.

5.8 Claim on the Guarantor

(a) Subject to clause 5.8(b), the Principal is not required to make any claim or demand on the Contractor, or to enforce the Contract, or any other right, power or remedy against the Contractor, before making any demand or claim on the Guarantor.

(b) The Principal agrees not to make a claim or demand for payment of Guaranteed Money against the Guarantor under this Deed unless:

(i) the Principal has made a written claim or demand against the Contractor for such Guaranteed Money, a copy of which the Principal gives to the Guarantor at the same time as the Principal makes the claim or demand against the Contractor, and such Guaranteed Money remains unpaid, in
whole or in part, for 10 Business Days after the claim or demand is made;
or
(ii) an Insolvency Event has occurred in relation to the Contractor or the Guarantor.

5.9 **No representation by Principal etc.**

The Guarantor acknowledges that it has not entered into this Deed as a result of any representation, promise, statement or inducement to the Guarantor by or on behalf of the Principal, the Contractor or any other person.

6. **Representations and Warranties**

6.1 **General representations and warranties**

The Guarantor or, if there is more than one Guarantor, each Guarantor represents and warrants to the Principal that:

(a) this Deed constitutes a valid and legally binding obligation of the Guarantor in accordance with its terms;

(b) the execution, delivery and performance of this Deed by the Guarantor does not breach any law binding on it, or any document or agreement to which the Guarantor is a party or which is binding on it or any of its assets;

(c) no litigation, arbitration, mediation, conciliation, criminal or administrative proceedings are current, pending or, to the knowledge of the Guarantor, threatened, which, if adversely determined, may have a material adverse effect on the ability of the Guarantor to perform its obligations under this Deed;

(d) all information relating to the Guarantor provided to the Principal in connection with this Deed is true in all material respects and is not, by omission or otherwise, misleading in any material respect; and

(e) the Guarantor has not entered into this Deed as the trustee of any trust.

6.2 **Corporate representations and warranties**

The Guarantor, or if there is more than one Guarantor, each Guarantor, that is or purports to be a body corporate, further represents and warrants to the Principal that:

(a) it is duly incorporated and has the corporate power to own its property and to carry on its business as is now being conducted;

(b) the execution, delivery and performance of this Deed does not breach the Constitution of the Guarantor and, if the Guarantor or any of its subsidiaries is listed on the Australian Stock Exchange Limited or on any other stock exchange, those listing requirements or business rules;
(c) it has the power, and has taken all corporate and other action required, to enter into this Deed and to authorise the execution and delivery of this Deed and the performance of its obligations under this Deed; and

(d) the Guarantor has filed all corporate notices and effected all registrations with the Australian Securities and Investments Commission and all of those filings and registrations are current, complete and accurate to the extent they are material to the performance of the obligations of the Guarantor under this Deed.

7. Payments

7.1 On demand

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

7.2 Payment in gross

All money received or recovered by the Principal on account of the Guaranteed Money will be treated as payments in gross without any right on the part of the Guarantor to claim the benefit of any money received or recovered by the Principal or any Security, until the Principal has been paid 100 cents in the dollar in respect of the Guaranteed Money.

7.3 Interest

As a liability separate and distinct from the Guarantor’s liability under clauses 2 and 3, the Guarantor must on demand by the Principal pay interest on all amounts due and payable by it and unpaid under or in respect of this Deed. Interest will accrue on those amounts from day to day from the due date up to the date of actual payment, before and (as a separate and independent obligation) after judgment, at the Specified Rate for successive 90 day interest periods commencing on the date of default and, if not paid when due, will itself bear interest in accordance with this clause 7.3, provided that interest will not be payable under this clause to the extent that interest for late payment to the Principal is incorporated into the calculation of the amount payable under the Contract.

7.4 Merger

If the liability of the Guarantor to pay to the Principal any money under this Deed becomes merged in any judgment or order, then, as an independent obligation, the Guarantor will pay interest on the amount of that money at the rate which is the higher of that payable under clause 7.3 and that fixed by or payable under the judgment or order.
7.5 No set-off or deduction

All payments by the Guarantor to the Principal under this Deed must be:

(a) subject to clause 1.4(a)(iv), free of any set-off or counterclaim; and
(b) without deduction or withholding for or on account of any present or future Taxes, unless the Guarantor is compelled by law to make any deduction or withholding.

If the Guarantor is compelled by law to make any deduction or withholding for or on account of any present or future Taxes (not being Taxes on the overall net income of the Principal), then the Guarantor must:

(c) pay to the Principal any additional amounts necessary to enable the Principal to receive (after all deductions and withholdings for those Taxes) a net amount equal to the full amount which would otherwise be payable to the Principal if no deduction or withholding was required to be made;
(d) promptly (and within the time prescribed by law) pay to the relevant taxing authority the amount of those Taxes which it is compelled by law to deduct or withhold, and indemnify the Principal for any Taxes and interest or penalties to which the Principal may become liable consequent on the failure of the Guarantor to pay those Taxes; and
(e) deliver to the Principal, promptly on request from the Principal, a copy of any receipt issued by the relevant taxing authority on payment of those Taxes.

7.6 Currency indemnity

(a) The Australian Dollar is the currency of payment by the Guarantor under or in connection with this Deed, except that payment by the Guarantor of or in relation to any Obligation which is denominated in a foreign currency must be made in that foreign currency.

(b) If for any reason any amount payable by the Guarantor under or in connection with this Deed is received by the Principal in a currency (Payment Currency) other than the currency (Agreed Currency) in which that amount is required to be paid under this Deed (whether as a result of any judgment or order, the liquidation of the Guarantor or otherwise), and the amount obtained (net of charges) by the Principal on its conversion of the amount of the Payment Currency received into the Agreed Currency is less than the amount payable under this Deed in the Agreed Currency, then the Guarantor will, as an independent and additional obligation, indemnify the Principal for that deficiency and for any loss sustained as a result of that deficiency.
8. Expenses and stamp duties

8.1 Expenses
The Guarantor must on demand reimburse the Principal for and keep the Principal indemnified against all expenses, including legal fees, costs and disbursements on a solicitor/own client basis (or on a full indemnity basis, whichever is the higher) assessed without the necessity of taxation, incurred by the Principal in connection with:

(a) any consent, agreement, approval, waiver, amendment to or discharge of this Deed; and

(b) any exercise, enforcement or preservation, or attempted exercise, enforcement or preservation, of any rights under this Deed.

8.2 Stamp duties
(a) The Guarantor must pay all stamp duties, transaction, registration and similar Taxes, including fines and penalties, financial institutions duty and debits tax, which may be payable to or required to be paid by any appropriate authority, or determined to be payable in connection with the execution, delivery, performance or enforcement of this Deed or any payment, receipt or other transaction contemplated by this Deed; and

(b) the Guarantor must indemnify the Principal against any loss or liability incurred or suffered by it as a result of the delay or failure by the Guarantor to pay Taxes.

8.3 Goods and Services Tax
If the Principal is or becomes liable to pay any GST (including any penalty) in respect of any supply it makes under, or in connection with, this Deed (GST Liability) then:

(a) to the extent that an amount is payable by the Guarantor to the Principal under this Deed for that supply - the amount will be increased by the full amount of the GST Liability; and

(b) otherwise - the Guarantor will indemnify and keep the Principal indemnified for the full amount of the GST Liability.

9. Assignment
The Principal may assign, novate or otherwise transfer all or any part of its rights under this Deed and may disclose to a proposed assignee or transferee any information in the possession of the Principal relating to the Guarantor.
10. **Governing law, jurisdiction and arbitration**

10.1 **Governing law**

This Deed and where applicable, the arbitration reference contained in clause 10.3, is governed by and will be construed according to the laws of New South Wales.

10.2 **Jurisdiction**

(a) This clause 10.2 only applies where clauses 10.3 to 10.8 do not apply.

(b) The Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts and appellate courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought relating in any way to this Deed.

(c) The Guarantor irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceeding has been brought in an inconvenient forum, where that venue falls within paragraph (b) of this clause.

10.3 **Reference to arbitration**

(a) Clauses 10.3 to 10.8 will only apply where the Guarantor is a foreign company (as defined in section 9 of the Corporations Act 2001 (Cth)).

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

(c) The seat of the arbitration will be Sydney.

(d) The number of arbitrators will be one.

(e) The language of the arbitration will be English.

10.4 **Powers of the arbitrator**

The arbitral tribunal has the power to grant all legal, equitable and statutory remedies, except punitive damages.

10.5 **Not used**

10.6 **Consolidation**

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

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

10.8 **Award final and binding**

Any award will be final and binding upon the parties.

11. **Miscellaneous**

11.1 **Notices**

(a) Any notices contemplated by this Deed must be in writing and delivered to the relevant address or sent to the facsimile number as set out below (or to any new address or facsimile number that a party notifies to the others):

(i) to the Principal:  
Level 5, Tower A  
Zenith Centre  
821 Pacific Highway  
Chatswood NSW 2067  
Fax: (02) 9200 0290

(ii) to the Guarantor: [to be completed]

(b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.

(c) A notice sent by facsimile will be taken to have been received on the next day after the day shown on the transmission record showing the number of the person to whom it is addressed in accordance with paragraph (a), which is a Business Day.

11.2 **Continuing obligation**

This Deed is a continuing obligation notwithstanding any termination by the Guarantor, settlement of account, intervening payment, express or implied revocation or any other matter or thing, and the Principal will continue to be entitled to the benefit of this Deed as regards the due and punctual performance of all the Obligations until a final discharge has been given to the Guarantor.
11.3 **Further assurance**

The Guarantor must immediately on the request of the Principal, and at the cost of the Guarantor, do and perform all further acts and things and execute and deliver all further documents as the Principal reasonably requires, or as are required by law, to perfect or to give effect to the rights and powers of the Principal created, or intended to be created, by this Deed.

11.4 **Form of demand**

A demand on the Guarantor for payment under this Deed may be in the form and contain any information as the Principal determines, provided it includes particulars of the relevant default in the due and punctual performance of the Obligations.

11.5 **Entire agreement**

This Deed constitutes the entire agreement and understanding between the parties and will take effect according to its tenor despite, and supersede:

(a) any prior agreement (whether in writing or not), negotiations and discussions between the parties in relation to the subject matter of this Deed; or

(b) any correspondence or other documents relating to the subject matter of this Deed that may have passed between the parties prior to the date of this Deed and that are not expressly included in this Deed.

11.6 **Joint and several liability**

The obligations of the Guarantor, if more than one person, under this Deed, are joint and several. Each person constituting the Guarantor acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this Deed) of the other as if those acts or omissions were its own and the Principal may proceed against any or all of them. This Deed binds each person who signs as a "Guarantor" even if another person who was intended to become a "Guarantor" does not become a "Guarantor" or is not bound by this Deed.

11.7 **Severance**

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.

11.8 **Remedies cumulative**

Each Power is cumulative and in addition to each other Power available to the Principal.
11.9 Waiver

(a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Deed by the Principal will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed.

(b) Any waiver or consent given by the Principal under this Deed will only be effective and binding on the Principal if it is given or confirmed in writing by the Principal.

(c) No waiver by the Principal of:
   (i) a breach of any term of this Deed; or
   (ii) any other failure by the Guarantor to comply with a requirement of this Deed,
will operate as a waiver of another breach of that term or failure to comply with that requirement or of a breach of any other term of this Deed or failure to comply with any other requirement of this Deed.

11.10 Consents

Any consent of the Principal referred to in, or required under, this Deed may be given or withheld, or may be given subject to any conditions, as the Principal (in its absolute discretion) thinks fit, unless this Deed expressly provides otherwise.

11.10A Vienna Convention

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Deed.

11.11 Moratorium legislation

To the fullest extent permitted by law, the provisions of all laws operating directly or indirectly to lessen or affect in favour of the Guarantor any obligation under this Deed, or to delay or otherwise prevent or prejudicially affect the exercise of any Power, are expressly waived.

11.12 Variations

This Deed may only be varied by a document signed by or on behalf of both the Principal and the Guarantor.

11.13 Provisions limiting or excluding liability

Any provision of this Deed which seeks to limit or exclude a liability of the Principal or the Guarantor is to be construed as doing so only to the extent permitted by law.
11.14 Counterparts

(a) This Deed need not be executed by the Principal.

(b) If the Guarantor is more than one person, a Guarantor may execute this Deed in one or more separate counterparts, each of which constitutes the deed of that Guarantor.

11.15 Confidentiality

(a) Subject to paragraph (b), each party must keep the terms of this Deed confidential.

(b) A party may make any disclosure in relation to this Deed:

(i) to a professional adviser, financial adviser, insurer, rating agency, financier or auditor if that person is obliged to keep the information disclosed confidential;

(ii) to the extent required to comply with any law, a requirement of a regulatory body (including any relevant stock exchange) or pursuant to administrative request or Parliamentary requirement;

(iii) to any of its employees or officers to whom it is necessary to disclose the information;

(iv) in connection with any legal or arbitral proceeding under or in relation to this Deed;

(v) to obtain the consent of a third party to a term of, or to an act under, this Deed;

(vi) to a "related body corporate", as defined in section 9 of the Corporations Act 2001 (Cth), as long as it advises that related body corporate of the confidential nature of the terms of this Deed;

(vii) (in the case of the Principal) to a potential assignee provided they agree to keep the terms of this Deed confidential;

(viii) (in the case of the Principal) to a related agency or to its responsible Minister;

(ix) with the prior consent of the other party to this Deed; or

(x) if the information disclosed has come into the public domain through no fault of the party (or its employees, officers or related bodies corporate) making the disclosure.
Executed as a deed.

Signed for and on behalf of TRANSPORT FOR NSW (ABN 18 804 239 602):

Signature of Authorised Delegate

Signature of Witness

Print Name
(block letters)

Print Name
(position held)

Position held

[Signed, sealed and delivered for and on behalf of Unipart Group of Companies Limited (Registered in England and Wales: Registered No 1994997) by its attorney under a power of attorney dated 26 June 2015 in the presence of:

Signature of witness

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Full name of witness

Full name of attorney]

[OR: (delete as applicable)]
[Executed in accordance with section 127 of the Corporations Act 2001 by UGL Limited (ABN 85 009 180 287):

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full]
23. Options

(Clauses 1.1 and 6.3)

Option 1: Accelerated Program for Afternoon Shift

<table>
<thead>
<tr>
<th>Description</th>
<th>Introduction of a second afternoon work shift on Consists 24 to 55</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date by which notice pursuant to clause 6.3 of this Deed must be given:</td>
<td>Within 3 months after the date of this Deed</td>
</tr>
<tr>
<td>Adjustment to Contract Sum:</td>
<td>Increase the Contract Sum by [Redacted] (exclusive of GST)</td>
</tr>
<tr>
<td>Adjustment to Dates for Portion Completion:</td>
<td>Date for Portion Completion for Portion 3: 21 December 2017 (No adjustment to the Date for Portion Completion for Portion 1 or Portion 2)</td>
</tr>
<tr>
<td>Amendments to provisions of this Deed:</td>
<td>Schedule 2 (Payment Schedule) is amended by replacing the text in the last column (&quot;Payment&quot;) of row 5 (&quot;Completion in respect of each of Consists 2 to 54 forming part of Portion 3&quot;) with:</td>
</tr>
</tbody>
</table>

The last table in Schedule 20 ("Principal Supplied Items") will be replaced with the following table:

<table>
<thead>
<tr>
<th>Package No.</th>
<th>Date of Availability</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>7 April 2016</td>
</tr>
<tr>
<td>2.</td>
<td>7 April 2016</td>
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<tr>
<td>3.</td>
<td>1 August 2016</td>
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<td>4.</td>
<td>1 August 2016</td>
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<td>5.</td>
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<tr>
<td>6.</td>
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<tr>
<td>7.</td>
<td>17 October 2016</td>
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### Option 1: Accelerated Program for Afternoon Shift

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<th></th>
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<tbody>
<tr>
<td>8.</td>
<td>17 October 2016</td>
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<tr>
<td>9.</td>
<td>10 November 2016</td>
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<tr>
<td>10.</td>
<td>22 November 2016</td>
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<td>11.</td>
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<td>12.</td>
<td>15 December 2016</td>
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<tr>
<td>13.</td>
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<td>14.</td>
<td>10 February 2017</td>
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<td>16.</td>
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<td>17.</td>
<td>17 March 2017</td>
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<tr>
<td>18.</td>
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<td>19.</td>
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<td>20.</td>
<td>27 April 2017</td>
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<tr>
<td>21.</td>
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<tr>
<td>22.</td>
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<td>23.</td>
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<td>25.</td>
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<td>26.</td>
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<td>27.</td>
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<td>28.</td>
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<td>29.</td>
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<td>30.</td>
<td>12 July 2017</td>
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<td>31.</td>
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<td>20 July 2017</td>
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<td>35.</td>
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<td>36.</td>
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## Option 1: Accelerated Program for Afternoon Shift

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<td>38.</td>
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<td>42.</td>
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<td>43.</td>
<td>6 September 2017</td>
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<td>44.</td>
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<td>45.</td>
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<td>46.</td>
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<td>51.</td>
<td>12 October 2017</td>
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<tr>
<td>52.</td>
<td>18 October 2017</td>
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<td>53.</td>
<td>23 October 2017</td>
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<tr>
<td>54.</td>
<td>26 October 2017</td>
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<tr>
<td>55.</td>
<td>31 October 2017</td>
</tr>
</tbody>
</table>

### Amendments to other Exhibits:

In Exhibit B ("Contractor's Technical Proposal"), Schedule 16.6, the program entitled "TTU 8 Car Consist Draft Standard Schedule - 22 May 2015" is replaced with "TTU 8 Car Consist - Draft Accelerated Schedule - Project Shop - 22 May 2015" as included in the CD-ROM included in Exhibit H entitled:

Tangara Technology Upgrade Project
Contract No. TPD-14-3914
Exhibit H - Electronic Files
24. Form of Contractor Deed Poll

(Clause 1.6)

This deed poll (Deed Poll) made the day of 20

By: UGL Unipart Rail Services Pty Ltd (ABN 49 154 895 940 ) of Level 10, 40 Miller Street, North Sydney NSW 2060 (Contractor),
in favour of: Sydney Trains (ABN 38 284 779 682) (Rail Transport Agency).

RECITALS

A. Rail Transport Agency operates the commuter rail system in Sydney.

B. Transport for NSW (ABN 18 804 239 602), a corporation established by section 3C of the Transport Administration Act 1988 (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (TfNSW), is responsible for developing certain major railway systems and other major projects.

C. TfNSW is responsible for procuring the execution and completion of certain upgrade works to the Tangara Trains known as the Tangara Technology Upgrade. It has entered into a deed (Deed) with the Contractor to undertake the Tangara Technology Upgrade (the Works and Services).

D. Rail Transport Agency is relying on TfNSW to procure the Contractor to execute and complete the Works and Services in accordance with the Deed to ensure that Rail Transport Agency will satisfy, among other things, its obligation to provide an operating commuter rail system.

E. Rail Transport Agency will suffer loss if TfNSW does not procure the Contractor to execute and complete the Works and Services in accordance with the Deed.

F. It is a condition of the Deed that the Contractor executes this Deed Poll.

THIS DEED WITNESSES THAT THE CONTRACTOR HEREBY COVENANTS, WARRANTS AND AGREES with and for the benefit of Rail Transport Agency as follows:

1. It will comply with its obligations under the Deed, including with respect to achieving Portion Completion of each Portion by the relevant Date for Portion Completion.

2. Upon Portion Completion of each Portion, the Works and Services will satisfy the requirements of the Deed.

3. In consideration of Rail Transport Agency making available to the Contractor Train Paths and the Cars, the Contractor must indemnify the Rail Transport Agency against:
(a) any loss of or damage to property of the Rail Transport Agency caused by, arising out of, or in any way in connection with, the Works and Services, including any loss of or damage to the Cars;

(b) any liability to or claims by a third party in respect of loss of or damage to property, the loss of use of or access to property, or injury to or death of persons caused by, arising out of, or in any way in connection with, the Works and Services; and

(c) (without limiting or otherwise affecting paragraphs (a) or (b)) any loss or damage to existing property in or upon which the Works and Services are being carried out, caused by, or arising out of, or in any way in connection with, the Works and Services,

but the Contractor's responsibility to indemnify the Rail Transport Agency will be reduced proportionally to the extent that an act or omission by the Rail Transport Agency or any agent of the Rail Transport Agency, the Principal, the Principal's Representative, other agents of the Principal or an Other Contractor contributed to the loss, damage, injury or death.

4. The aggregate of the Contractor's liability to Rail Transport Agency under this Deed Poll and the Contractor's liability to TfNSW under the Deed:

(a) will not exceed the liability which the Contractor would have had under the Deed if the Deed had named, as Principal, Rail Transport Agency and TfNSW jointly and severally;

(b) is otherwise subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Deed.

5. Any provision of this Deed Poll which seeks to limit or exclude a liability of the Contractor is to be construed as doing so only to the extent permitted by law.

6. Rail Transport Agency may assign or charge the benefits and rights accrued under this Deed Poll.

7. This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.

8. The Contractor hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.

9. This Deed Poll may not be revoked or otherwise modified without the prior written consent of Rail Transport Agency.

10. Where terms used in this Deed Poll are defined in the Deed, those terms have the meaning given to them in the Deed.
Executed as a deed poll.

Executed by UGL Unipart Rail Services Pty Ltd ABN 49 154 895 940 by in the presence of:

__________________________  __________________________
Signature of Director        Signature of Secretary/other Director

__________________________  __________________________
Name of Director in full      Name of Secretary/other Director in full
25. Expert Determination Agreement

(Clause 15.10(b) and 15.11)

Expert Determination Agreement made at ____________________________ on ______________

Parties

Transport for NSW (ABN 18 804 239 602) a corporation established by section 3C of the Transport Administration Act 1988 (NSW), of Level 5, Tower A, Zenith Centre, 821 Pacific Highway, CHATSWOOD NSW 2067 (the Principal)

UGL Unipart Rail Services Pty Ltd (ABN 49 154 895 940) of Level 10, 40 Miller Street, North Sydney NSW 2060 (Contractor)

[Insert name and address of Expert agreed between the Parties or appointed pursuant to clause [to be inserted] of the Contract] (Expert)

Recitals

A. The Principal and the Contractor (together "the Parties" and each "a Party") are parties to a contract (Contract) for the Tangara Technology Upgrade Project.

B. By written notice dated [to be inserted], the [insert the Principal or Contractor as applicable] has required that the matter described in Schedule 1, being a matter that the Contract requires or permits to be referred to an Expert for determination, be determined by an Expert appointed under clause 15.9 of the Contract (Matter).

C. Pursuant to clause 15.9 of the Contract, the Expert has been appointed to determine the Matter in accordance with the process set out in this Agreement.

Operative part

1. Appointment of Expert

(a) The Parties appoint the Expert to determine the Matter in the manner and within the times set out in this Agreement and the Expert accepts the appointment on the basis set out in this Agreement.

(b) The Parties agree that:

(i) the Expert will act as an expert and not as an arbitrator;

(ii) neither the determination of the Matter, nor the process required by this Agreement is an arbitration and any conference conducted during the determination is not a hearing conducted under any legislation or rules relating to any form of arbitration;
(iii) the rules of evidence and natural justice do not apply to the determination; and

(iv) the Expert must conduct the determination of the Matter in accordance with the Rules for Expert Determination Process set out in Schedule 2;

(c) If, at any time during the determination, the Expert becomes aware of circumstances that might reasonably be considered to adversely affect the Expert's capacity to act independently or impartially, the Expert must inform the Parties immediately and, unless the Parties agree otherwise, terminate this Agreement.

2. Confidentiality

All proceedings and submissions relating to the determination (including the fact that any step in the determination is occurring), and all documents prepared for the purposes of the determination (including the Expert's determination), must be kept confidential between the Parties and the Expert. No such proceedings, submissions or documents, nor any other information relating to or arising out of the determination, may be divulged to any other person, except with the prior written consent of both Parties or as may be required by law or to the extent necessary to give effect to or enforce the Expert's determination.

3. Costs and Fees

(a) As between the Parties and the Expert, the Parties are jointly and severally liable for the payment of the Expert's fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Schedule 3. The Parties agree to comply with any direction from the Expert as to the provision of security deposits in respect of his or her fees and disbursements.

(b) The Parties agree as between themselves that:

(i) they will each pay one half of the Expert's fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Schedule 3; and

(ii) they will each bear their own costs of and incidental to the preparation of this Agreement and their participation in the determination.

4. Exclusion of Liability and Indemnity

Except in the case of fraud, the Expert will not be liable to either Party for any act or omission by the Expert in the performance or purported performance of this Agreement. The Parties jointly and severally indemnify the Expert against all claims arising out of or in any way referable to any act or omission by the Expert (except fraud) in the performance or purported performance by the Expert of the terms of this Agreement.
5. Co-operation of the Parties

Each Party agrees to take part in the determination in good faith and to comply with the reasonable requests and directions of the Expert in relation to the conduct of the determination.

6. Governing Law

This Agreement is governed by and is to be construed in accordance with the laws in force in the State of New South Wales.

7. Jurisdiction

(a) The Parties and the Expert irrevocably submit to the non-exclusive jurisdiction of the courts of the State of New South Wales and the New South Wales courts to which the appeals from those courts may be made.

(b) The Parties and the Expert irrevocably waive any objection they may now or in the future have to the venue of any proceedings, and any claim they may now or in the future have that any proceeding has been brought in an inconvenient forum, where that venue falls within clause 7(a).
Schedule 1 - The Matter

[To be inserted when it comes time for expert determination]
Schedule 2 - Rules for Expert Determination Process

1. **Commencement**

1.1 Except as provided in clause 4.3 of these Rules, the expert determination process begins when the Expert accepts an appointment to determine the Matter in accordance with these Rules and the Code of Conduct appended to these Rules.

2. **Written Submissions**

2.1 Within 7 days after the date this process begins, Party A (ie the Party who gave notice under clause 15.2 of the Contract) must, in addition to any particulars provided by Party A under clause 15.2 of the Contract, give the other Party and the Expert a written statement of the Matter referred for Expert determination, any agreed statement of facts and a written submission on the Matter in support of Party A's contentions.

2.2 Within 7 days after the statement in clause 2.1 is served, the other Party must give Party A and the Expert a written response to Party A's submissions.

2.3 If the Expert considers it appropriate, Party A may reply in writing to the other Party's response in clause 2.2 within the time allowed by the Expert.

2.4 If the Expert decides further information or documentation is required for the determination of the Matter, the Expert may direct one or more Parties to provide such further submissions, information or documents as the Expert may require.

3. **Conference**

3.1 The Expert may, if he or she thinks appropriate, call a conference of the Parties. Unless the Parties agree otherwise, the conference will be held in Sydney.

3.2 At least 14 days before the conference, the Expert must inform the Parties of the date, venue and agenda for the conference.

3.3 The Parties must appear at the conference and may make submissions on the subject matter of the conference. If a Party fails to appear at a conference of which that Party had been notified under clause 3.2, the Expert and the other Party may nevertheless proceed with the conference and the absence of that Party will not terminate or discontinue the Expert determination process.

3.4 The Parties:

(a) may be accompanied at a conference by legal or other advisers; and

(b) will be bound by any procedural directions as may be given by the Expert in relation to the conference both before and during the course of the conference.

3.5 The conference must be held in private.

3.6 If required by any Party, transcripts of the conference proceedings must be taken and made available to the Expert and the Parties.
4. **General**

4.1 In making a determination or calling or holding a conference, the Expert must proceed in accordance with the Contract.

4.2 All proceedings and submissions relating to the Expert determination process must be kept confidential except:

(a) with the prior consent of the Parties;

(b) as may be required by law; or

(c) as may be required in order to enforce the determination of the Expert.

4.3 The Expert must:

(a) inform the Parties of:

(i) any relationship or interest with the Parties or their respective officers, employees, contractors, consultants or agents;

(ii) any interest the Expert has in the matters in dispute; and

(iii) any circumstance which might reasonably be considered to adversely affect the expert's capacity to act independently or impartially,

immediately upon becoming aware of any such circumstances; and

(b) upon making any disclosure under this clause 4.3, unless and until the Parties agree otherwise terminate the proceedings.

5. **The Determination**

5.1 As soon as possible after receipt of the submissions or after any conference and, in any event not later than 90 days after the Expert's acceptance of appointment, the Expert must:

(a) determine the Matter between the Parties; and

(b) notify the Parties of that determination.

5.2 The determination of the Expert must:

(a) be in writing stating the Expert's determination and giving reasons;

(b) be made on the basis of the submissions (if any) of the parties, the conference (if any) and the Expert's own expertise; and

(c) meet the requirements of the Contract.

5.3 Subject to clause 5.4, to the extent permitted by law, the Expert's determination will be final and binding on the Parties unless a notice of appeal is given in accordance with clause 15.12 of the Contract.
5.4 If the Expert's determination contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the Expert must correct the determination.

6. **Costs**

6.1 Security for costs must be deposited by both Parties at the commencement of the Expert determination process in accordance with any direction of the Expert.

7. **Modification**

7.1 These rules may be modified only by agreement of the Parties and, if the Expert has been appointed, the Expert.
APPENDIX 1 TO RULES FOR EXPERT DETERMINATION PROCESS

Code of Conduct for an Expert

1. The function of the Expert is to make a determination of the Matter in accordance with the Contract and the Expert Determination Agreement, including the Rules and this Code of Conduct.

2. The Expert must receive the written submissions and responses of the Parties in accordance with the procedures specified in the Rules and may require further information or documentation from the Parties which is reasonably necessary to determine the Matter.

3. The Expert must decide whether a conference is necessary to receive further information. The Expert must inform the Parties of the subject matter of any conference and may hear representations only on those matters during any such conference.

4. The Expert must disclose to both Parties all information and documents received.

5. If a Party fails to make a written submission, the Expert may continue with the process.

6. Subject to clause 3.3 of the Rules in relation to conferences, meetings and discussions with the Expert must only take place in the presence of both Parties.
Schedule 3 - The Expert's Fees and Disbursements

[To be inserted when it comes time for expert determination]
Signed as an agreement.

Signed for and on behalf of the Principal by [insert name] in the presence of:

[Signature]

[Name of witness]

[Signature of witness]

Signed for and on behalf of the Contractor by [insert name] in the presence of:

[Signature]

[Name of witness]

[Signature of witness]
Signed by the Expert [insert name] in the presence of:

[Signature]

[Name of witness]

[Signature of witness]
26. Overhead Costs

(Clause 1.1)

On-site overheads

The on-site overheads are those overhead costs and expenses which are specific to the Installation Facility where the Works and Services are being performed, including:

(i) Contractor's Plant and Equipment;
(ii) on-site personnel with project management, site supervision, administration and support functions;
(iii) site accommodation including amenities and parking facilities;
(iv) phones lease and installation, rental and charges including mobiles;
(v) storage area and facilities;
(vi) office supplies and consumables;
(vii) site services;
(viii) furniture and office fittings;
(ix) site-based computers;
(x) printing, photocopying and stationery;
(xi) reproduction of drawings;
(xii) project specific insurances only (and not corporate held insurances);
(xiii) project specific software, data processing and network systems;
(xiv) security;
(xv) cleaning;
(xvi) postage;
(xvii) site communications;
(xviii) first aid and personal protective equipment for the personnel referred to in paragraph (ii);
(xix) small tools; and
(xx) waste disposal associated with site accommodation, including amenities and parking facilities (excluding waste disposal associated with construction activities).
Off-site overheads

The off-site overheads are on account of costs and expenses related to off-site business functions of the Contractor (in respect of the Works and Services), including the following matters:

(i) safety and quality;
(ii) research and development;
(iii) financial, legal, human resources and commercial;
(iv) executive management;
(v) corporate infrastructure and support;
(vi) parent company fees;
(vii) corporate head offices running costs and payroll;
(viii) Contract Control Group meetings (non-site personnel); and
(ix) bonds and bank guarantees.
### 27. Reliability Levels

(Clause 1.1)

<table>
<thead>
<tr>
<th>SOW Reference</th>
<th>System</th>
<th>Reliability Level (System MDBF (Class 1))</th>
<th>Reliability Level (System MDBF (Class 2))</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>System Integration of all Work Packages</td>
<td>Not applicable</td>
<td>350,000 km</td>
</tr>
<tr>
<td>3.2</td>
<td>Train Operating System</td>
<td>3,000,000 km</td>
<td>1,600,000 km</td>
</tr>
<tr>
<td>3.3</td>
<td>On-train Installation of Automatic Train Protection Equipment</td>
<td>Not applicable</td>
<td>1,600,000 km</td>
</tr>
<tr>
<td>3.4</td>
<td>Driver's Desk Modifications</td>
<td>Not applicable</td>
<td>2,000,000 km</td>
</tr>
<tr>
<td>3.5</td>
<td>Changes to Guard's Workstation</td>
<td>Not applicable</td>
<td>2,000,000 km</td>
</tr>
<tr>
<td>3.6</td>
<td>Train Communications Network</td>
<td>3,000,000 km</td>
<td>1,500,000 km</td>
</tr>
<tr>
<td>3.7</td>
<td>Not Used</td>
<td>Not applicable</td>
<td>Not applicable</td>
</tr>
<tr>
<td>3.8</td>
<td>Public Address and Intercom</td>
<td>3,000,000 km</td>
<td>1,600,000 km</td>
</tr>
<tr>
<td>3.9</td>
<td>Passenger Information System</td>
<td>Not applicable</td>
<td>1,500,000 km</td>
</tr>
<tr>
<td>3.10</td>
<td>Closed Circuit Television (CCTV) System</td>
<td>3,000,000 km</td>
<td>1,500,000 km</td>
</tr>
<tr>
<td>3.11</td>
<td>Internal Emergency Door Release</td>
<td>2,500,000 km</td>
<td>1,600,000 km</td>
</tr>
<tr>
<td>3.12</td>
<td>Disability Standards for Accessible Public Transport</td>
<td>Not applicable</td>
<td>1,600,000 km</td>
</tr>
<tr>
<td>3.13</td>
<td>Not Used</td>
<td>Not applicable</td>
<td>Not applicable</td>
</tr>
<tr>
<td>3.14</td>
<td>Other associated works</td>
<td>Not applicable</td>
<td>1,200,000 km</td>
</tr>
<tr>
<td>3.15</td>
<td>Simulator Upgrade</td>
<td>Not applicable</td>
<td>Not applicable</td>
</tr>
</tbody>
</table>
28. Not Used
29. Testing and Commissioning Tools

(Clauses 1.1, 7.10 and 13.1)

The items listed in the table below are the Testing and Commissioning Tools. These items will be made available to the Contractor at the Sydney Trains Clyde warehouse from the dates set out in the table below:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Product Description</th>
<th>Total Qty</th>
<th>Date of Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>An embedded &quot;Onboard Diagnostic Equipment tool&quot; (ODE) case including compatible tester EVC &quot;ODO ALSTOM&quot;, its suitable accessories, cables and SW, and the tool called &quot;FAUST&quot;. This tool case is also commonly called &quot;Maintenance test box&quot;.</td>
<td>2</td>
<td>7 April 2016</td>
</tr>
</tbody>
</table>
| 2    | Software programs such as:  
  - Editor such as hyperterminal (wherever required);  
  - Software of the EVC periodic tester configured for "Oscar train set";  
  - Software and drivers of the "ODE" tool;  
  - TRU tools named "MultiRec SG" and "JDR_MDR" | 1         | 7 April 2016         |
| 3    | A "Eurobalise" programmed with a compatible message generating a message "Test&Commissioning" on the DMI screen when being crossed by the vehicle. | 2         | 7 April 2016         |
| 4    | Profibus tester PBT4 (or equivalent). | 2         | 7 April 2016         |
| 5    | Green Bi-lock key to operate IS-ETCS 1/IS-ETCS2, L2-INH 1/L2-INH 2 key switches and unlock/lock the ETCS cubicl enclosure. | 2         | 7 April 2016         |
DEED EXECUTION PAGE

DATED 31st day of July 2015.

Executed and delivered as a Deed in Sydney

Signed for and on behalf of
TRANSPORT FOR NSW (ABN 18 804 239 602):

Signature of Authorised Delegate

Bevan Brown
Print Name
(block letters)

Position held

Print Name

(block letters)

Position held

Executed as a deed in accordance with section 127 of the Corporations Act 2001 by UGL Unipart Rail Services Pty Ltd (ABN 49 154 895 940):

Signature of Authorised Delegate

Director/Secretary Signature

Glen Everett
Print Name

Print Name

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EXHIBITS

LIST OF EXHIBITS

EXHIBIT A - STATEMENT OF WORK
EXHIBIT B - CONTRACTOR'S TECHNICAL PROPOSAL
EXHIBIT C - PRINCIPAL'S INSURANCE POLICIES
EXHIBIT D - NOT USED
EXHIBIT E - DEED OF DISCLAIMER
EXHIBIT F - ASA CHARTER
EXHIBIT G - THIRD PARTY AGREEMENTS
EXHIBIT H - ELECTRONIC FILES

Any request for review of these Exhibits should be made in writing to projectsprocurement@transport.nsw.gov.au, addressed for the attention of 'Information Officer.