Mobile Phone Detection Camera Services Agreement

Roads and Maritime Services
(ABN 76 236 371 088)

Acusensus Pty Ltd
(ABN 17 625 231 941)

Agreement Reference Number: CW2386665
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## CONTRACT DETAILS

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<td><strong>Roads and Maritime Services</strong></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>ABN</td>
<td>76 263 371 088</td>
</tr>
<tr>
<td>Address</td>
<td>20-44 Ennis Road Milsons Point NSW 2061</td>
</tr>
<tr>
<td><strong>Contractor</strong></td>
<td><strong>Acusensus Pty Ltd</strong></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>ABN</td>
<td>17 625 231 941</td>
</tr>
<tr>
<td>ACN</td>
<td>625 231 941</td>
</tr>
<tr>
<td>Address</td>
<td>L1 333 Exhibition St, Melbourne VIC 3000</td>
</tr>
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### Date of Agreement

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<tr>
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<th>1 December 2019</th>
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<tr>
<td>Initial Term</td>
<td>2 years from the Commencement Date</td>
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<tr>
<td>Renewal Term</td>
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### Notices (Clause 40)

| Agency: | Roads and Maritime Services (ABN 76 236 371 088) |
|Attention: | Melinda Bailey |
| | Executive Director Compliance & Regulatory Services |
| | Compliance & Regulatory Services Branch |
| | Safety & Environmental Regulation Division |
| Address: | 22 Ennis Road, Milsons Point, New South Wales, 2061 |
| Email: | melinda.bailey@rms.nsw.gov.au |
| Copy to: | The General Counsel |
| Address: | Until 1 May 2020: 20-44 Ennis Road, Milsons Point, NSW 2061 |
| | From 1 May 2020: 231 Elizabeth Street, Sydney NSW 2000 |
| Contractor | Acusensus Pty Ltd (ABN 17 625 231 941) |
Attention: Alexander Jannink, Managing Director

Address: L1 333 Exhibition St, Melbourne VIC 3000

Email: alex@acusensus.com

Note: Under clause 40 important contractual notices are not permitted to be sent by facsimile or email.
EXECUTED as an agreement.

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

________________________________________
Signature of delegate

________________________________________
Position/Title

________________________________________
Name of witness (print)

In the presence of

________________________________________
Name

________________________________________
Date

EXECUTED by ACUSENSUS PTY LTD in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:

________________________________________
Signature of director/company secretary*

*delete whichever is not applicable

________________________________________
Name of director/company secretary* (block letters)

*delete whichever is not applicable

________________________________________
Date
GENERAL TERMS

1 Background

A The Agency issued a request for proposal dated 2 July 2018 for the appointment of a contractor to provide mobile phone detection camera services (Request for Proposal or RFP).

B The Contractor submitted the RFP Response and has subsequently participated in a pilot for the supply of products and services for the detection, recording, investigation and/or enforcement of Offences (the Pilot).

C The RFP stated that the Agency may contract with a successful tenderer to provide the Services on a larger post-pilot scale.

D In reliance on the RFP Response and the Pilot, the Agency has agreed to appoint the Contractor to perform the Services.

E The parties agree that the Contractor will perform the Services on the terms of this Agreement.

The parties agree

2 Agreement structure, defined terms and interpretation

2.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (Dictionary), has the meaning
given to it in the Dictionary;

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has
the meaning given to it in the Corporations Act; and

(c) which is defined in the GST Act, but is not defined in the Dictionary or the
Corporations Act, has the meaning given to it in the GST Act.

2.2 Interpretation

The interpretation clause in Schedule 1 (Dictionary) sets out rules of interpretation for this
Agreement.

2.3 Master Agreement

(a) This Agreement is a master agreement setting out the terms on which the
Contractor must perform Services from time to time.

(b) The Services to be performed by the Contractor include:

(i) the Services set out in Project Orders placed by the Agency from time to
time in accordance with clause 3 (Project Orders); and
(ii) all other Services required to be provided under this Agreement and the Scope of Works that are relevant to, or necessary to enable, the provision of Services detailed in Project Orders.

2.4 Precedence regime

(a) If there is or arises any inconsistency, ambiguity, or discrepancy between any of:

(i) the clauses of this Agreement; or
(ii) the Scope of Works; or
(iii) a Project Order; or
(iv) the Schedules other than the Scope of Works; or
(v) the RFP Proposal;

the following order of precedence will apply:

(vi) the clauses of this Agreement;
(vii) the Scope of Works;
(viii) a Project Order;
(ix) the Schedules other than the Scope of Works; and
(x) the RFP Proposal.

(b) If there is or arises any inconsistency, ambiguity or discrepancy within:

(i) the clauses of this Agreement;
(ii) the Scope of Works;
(iii) a Project Order;
(iv) the Schedules other than the Scope of Works; and
(v) the RFP Proposal,

the Contractor must notify the Agency, or the Agency may notify the Contractor, within 10 days of becoming aware of any such inconsistency, ambiguity or discrepancy. The Agency must determine the intention of the parties and notify the Contractor of the resolution of the inconsistency, ambiguity or discrepancy within 20 days of the Agency being so notified. No direction by the Agency under this clause 2.4(b) will constitute a Change Request.

2.5 Pilot Agreement

(a) All prior agreements between the parties relating to the Pilot and the supply or provision of products or services similar to the Services, the MPDC System or any other products or services provided under this Agreement for the detection, recording, investigation and/or enforcement of Offences (Pilot Agreement) are terminated with effect from and including the Commencement Date.
(b) Clause 2.5(a) does not affect accrued rights or obligations of either party under the Pilot Agreement.

(c) If there are any products or services being supplied under the Pilot Agreement at the Commencement Date, that supply will be replaced by Project Orders and will be governed by the terms and conditions of this Agreement. If required by the Agency, the Contractor must promptly execute a Project Order to formally document the ongoing supply of products or services previously supplied under the Pilot Agreement.

3 Project Orders

3.1 Project Request

The Agency may at any time, by submitting a draft Project Order substantially in the form set out in Schedule 4 (Project Order Template), request that the Contractor provide a proposal for supply of certain Services, including for example the provision of Services at new Sites using new or existing Fixed Camera Systems or the production of additional Transportable Camera Systems (Project Request).

3.2 Project Quote

(a) On receiving a Project Request, the Contractor must within 10 Business Days or such longer period if specified by the Agency in the Project Request or otherwise agreed by the parties:

(i) complete the draft Project Order (Project Quote); or

(ii) if the Contractor is unable to provide the requested Services, give notice to the Agency explaining why it cannot provide the requested Services.

The Contractor acknowledges that the location of a Site is not a valid reason for not providing the requested Services, provided the Site is located in New South Wales.

(b) When completing a Project Quote, the Contractor must ensure the Project Quote includes the following:

(i) the proposed Service Fees for the performance of the Services calculated in accordance with the Fee Schedule;

(ii) a detailed description of the requested Services;

(iii) details of the procedures for, or requirements of, any applicable Acceptance Tests, including proposed acceptance criteria;

(iv) details in respect of the Sites, new Fixed Camera Systems or new Transportable Camera System (if applicable);

(v) a proposed Installation Plan for that Project Order to be approved by the Agency;

(vi) a proposed Acceptance Test Plan for that Project Order to be approved by the Agency;

(vii) any other information required to be included in a Project Order; and
(viii) any other details reasonably specified by the Agency in its Project Request.

3.3 Acceptance of a Project Quote

(a) The Agency has absolute discretion as to whether to accept or reject a Project Quote. If the Agency:

(i) accepts a Project Quote, it will notify the Contractor of its acceptance; or

(ii) rejects a Project Quote, it may request the Contractor to provide a revised Project Quote, in which case the Contractor must comply again with the requirements of this clause 3 in relation to the Agency's request.

(b) No Project Quote is legally binding on the parties unless and until it is executed as a Project Order by duly authorised representatives of both parties.

3.4 Legal effect of a Project Order

(a) When the parties execute a Project Order, it is incorporated into and forms part of this Agreement and will be governed by the terms and conditions of this Agreement. Any Services performed under a Project Order must comply with all requirements set out in this Agreement and the Scope of Works.

(b) From each Project Order Commencement Date, the Contractor must provide the Services the subject of that Project Order for the Project Order Services Period.

3.5 Project Order Services Period

(a) Subject to paragraph (c), each Project Order commences on the Project Order Commencement Date and continues for the Project Order Services Period specified in the Project Order or, if extended under clause 3.5(b), until expiry of that period of extension, unless lawfully terminated earlier pursuant to its terms or the terms of this Agreement.

(b) Subject to paragraph (c), the initial Project Order Services Period of a Project Order may be extended by one or more periods of no more than 12 months if the Agency gives the Contractor not less than 3 months’ notice prior to the expiry of the initial Project Order Services Period.

(c) No Project Order may be extended beyond 30 November 2024.

3.6 No exclusivity

For the avoidance of doubt, there is no express or implied obligation on the part of the Agency to obtain Services exclusively from the Contractor and this Agreement does not restrict the right of the Agency to acquire products or services the same as or substantially similar to any of the Services performed under this Agreement from any person, including any Subcontractor, during or after the Term.

3.7 No minimum commitment

The Agency makes no representation to the Contractor that it will:

(a) enter into any Project Orders under this Agreement; or

(b) purchase a certain or minimum value of Services under this Agreement.
4  Term

4.1  Term

(a) Unless lawfully terminated earlier pursuant to its terms, this Agreement commences on the Commencement Date and continues in force for the Initial Term and, if applicable, for the Renewal Term.

(b) The Agency may at its discretion, not less than 3 months prior to the expiry of the Initial Term, elect to extend this Agreement for a Renewal Term by giving notice to the Contractor. If the Agency elects to extend this Agreement for a Renewal Term, then this Agreement will extend on the then current terms and conditions (including as to Service Fees), and the Agency and the Contractor will be bound by then current terms and conditions of this Agreement for the Renewal Term.

4.2  Existing Project Orders

If on expiry of this Agreement under clause 4.1, there remains one or more Project Orders that have not yet expired:

(a) this Agreement will continue in respect of those unexpired Project Orders on the then current terms and conditions until the first to occur of expiry of the relevant Project Orders or the lawful termination of the relevant Project Orders in accordance with their terms or the terms of this Agreement; and

(b) no new Project Orders may be entered during the period referred to in clause 4.2(a).

5  Relationship of parties

5.1  Relationship of the Agency and the Contractor

(a) Nothing in this Agreement gives a party authority to bind any other party in any way.

(b) Nothing in this Agreement imposes any fiduciary duties on a party in relation to any other party.

5.2  Limitation of the Agency's obligations

(a) Anything which the Agency, any Agency Bodies or any Relevant Authority does, fails to do or purports to do pursuant to its statutory functions and powers will be deemed not to be or cause an act or omission by the Agency under this Agreement and will not entitle the Contractor to make any Claim against the Agency under this Agreement.

(b) Notwithstanding anything contained or implied in this Agreement to the contrary, the parties expressly acknowledge and agree that the Agency is not obliged, in performing any of the duties and obligations of the Agency under this Agreement, to exercise a power, function or duty which is granted to or within the responsibility of any other Relevant Authority, or to influence, over-ride or direct any Relevant Authority in the proper exercise and performance of its legal duties and functions.

(c) The parties acknowledge that:
(i) administrative law principles do not apply to the parties’ rights and obligations under this Agreement or the performance of this Agreement by the parties; and

(ii) the rights and obligations of the parties in respect of the Services are governed by the terms of this Agreement.

(d) If there is any statement in this Agreement, a Project Order or any other document executed pursuant to this Agreement that the Agency will:

(i) use ‘reasonable endeavours’;

(ii) act ‘reasonably’;

(iii) act ‘in good faith’;

(iv) provide ‘reasonable assistance’; or

(v) otherwise act in a reasonable manner,

in relation to an outcome, then it means that the Agency will take steps to bring about the relevant outcome so far as it is reasonably able to do so having regard to its resources and other responsibilities, but the Agency cannot guarantee the relevant outcome, and the Agency, by undertaking to exercise reasonable endeavours, does not agree to:

(vi) interfere with or influence the exercise of any statutory power or discretion by any body, including a Relevant Authority;

(vii) exercise a power or discretion in a manner that promotes the objectives and expected outcomes of this Agreement if the Agency regards that exercise as not in the public interest;

(viii) develop or implement new policy in a manner that is only consistent with the objectives and expected outcomes of this Agreement;

(ix) procure legislation in the future in a manner that is only consistent with the objectives and expected outcomes of this Agreement; or

(x) act in any other way that the Agency regards as not in the public interest.

6 Management and control

6.1 Agency Representative

(a) The Agency must appoint an Agency Representative to manage and administer this Agreement on behalf of the Agency and may authorise the Agency Representative to exercise any power, function or responsibility that the Agency has in respect of this Agreement for that purpose.

(b) An act or omission of the Agency Representative appointed in accordance with clause 6.1(a) constitutes an act or omission of the Agency for the purposes of this Agreement.

(c) The Agency may at any time replace the Agency Representative by notice to the Contractor.
6.2 Consents or approvals

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of the Agency, or is within the discretion of the Agency, the consent or approval may be given, or the discretion may be exercised, conditionally or unconditionally or withheld by the Agency, as applicable, in its respective absolute and unfettered discretion unless this Agreement expressly provides otherwise.

6.3 Directions of the Agency Representative

The Contractor must comply with any direction of the Agency Representative given or purported to be given under this Agreement as if that direction were given by the Agency.

6.4 Contractor's Representative

(a) The Contractor must appoint a natural person as the Contractor's Representative.

(b) The Contractor's Representative must be approved by the Agency (such approval not to be unreasonably withheld).

(c) The Contractor's Representative must be an officer or employee of the Contractor and will be deemed to be Key Personnel.

(d) The Contractor's Representative will be the principal person responsible for liaising with the Agency and will act as the representative of and be authorised to act on behalf of the Contractor in the discharge of the Contractor's functions or obligations under this Agreement.

(e) The Contractor is bound by any act or omission of the person engaged as the Contractor's Representative and any direction, notice or instruction given to the person engaged as the Contractor's Representative will be deemed to be a direction, notice or instruction to the Contractor.

(f) The Contractor must ensure that at all times during his or her appointment the Contractor's Representative has a demonstrated and detailed knowledge of the MPDC System and Services.

6.5 Project Group

(a) The Agency and the Contractor must promptly, and in any event within 5 Business Days after the Commencement Date, form a Project Group.

(b) The Project Group will comprise:

(i) representatives of the Contractor, including at least the Contractor's Representative, who must be members of senior management of the Contractor with a sound knowledge of the MPDC System and Services; and

(ii) representatives of the Agency, including at least the Agency Representative.

(c) The Agency Representative, or a representative authorised by the Agency Representative, will chair the Project Group.

(d) The Project Group will be consultative and advisory only and decisions of the Project Group will not affect the rights or obligations of either the Agency or the Contractor under this Agreement.
(e) The exercise or omission by the Agency to exercise its rights and obligations in relation to the Project Group will not:

(i) lessen or otherwise affect the Contractor's obligations or the Agency's rights, whether under this Agreement or at Law;

(ii) to the extent permitted by Law, entitle the Contractor to make any Claim against the Agency; or

(iii) be construed as a direction by the Agency to do or not to do anything.

6.6 Meetings of the Project Group

(a) The Agency and the Contractor must ensure that the Project Group meets regularly throughout the Term (and in any event at least monthly, or at such other frequency as agreed by the parties) to discuss and consider any issues in relation to the Services, including to:

(i) monitor the progress of the Services;

(ii) during the Installation Services under a Project Order, review progress against the Installation Plan and Acceptance Test Plan;

(iii) discuss issues arising from any manuals, programs, reports or documents provided by the Contractor;

(iv) review and discuss any Changes or Change Requests;

(v) review and discuss any Project Orders, including the progress of any Project Orders;

(vi) monitor issues of public concern;

(vii) review and discuss any Health and Safety Incidents, including any steps to mitigate the impact or risks of any Health and Safety Incidents;

(viii) review community and media relations issues;

(ix) review performance by the Contractor of the Services; and

(x) monitor potential disputes between the Contractor and the Agency.

(b) Members of the Project Group may at their own cost have advisers and consultants at the meetings from time to time as required, subject to giving 2 Business Days' prior notice to the other members of the Project Group of any such attendance.

(c) Meetings of the Project Group will be conducted in person (or as mutually agreed) at an Agency office notified to the Contractor, subject to giving at least 2 Business Days' prior notice.

(d) Meetings of the Project Group will be conducted according to such procedures as the members from time to time agree, but at least one representative of each of the Agency and the Contractor will constitute a quorum.

(e) The Agency Representative may require the Contractor to provide further information on matters discussed at any Project Group meeting and the Contractor must provide that information in a timely manner.
6.7 General meetings

In addition to the Project Group meetings, the Contractor must:

(a) attend such meetings in person or via telephone, Skype or any other platform (or as mutually agreed) as may be:

(i) required under this Agreement; or

(ii) otherwise reasonably required by the Agency Representative including, if requested by the Agency Representative, attending meetings with other Agency contractors, whether or not the Agency Representative or any other representative of the Agency will be present at those meetings;

(b) freely and openly discuss the Services at meetings under clause 6.7(a); and

(c) promptly and fully respond to any questions which the Agency Representative may ask at any meetings under clause 6.7(a).

6.8 Action Plan

(a) Where the Contractor is required to submit an Action Plan under this Agreement, the Contractor must submit an Action Plan to the Agency in accordance with this clause 6.8.

(b) The draft Action Plan must specify (in detail satisfactory to the Agency):

(i) the process for identifying, and where applicable, must identify, the cause of the failure, deficiency in the Services, problem or concern (Failure) the Action Plan is intended to remedy or prevent;

(ii) if remedy of the Failure is possible, the actions that will be implemented by the Contractor to implement that remedy;

(iii) the actions that will be implemented by the Contractor to prevent the same or a substantially similar Failure from occurring in the future;

(iv) the costs (if any) of implementing the Action Plan;

(v) a timeline for the implementation of the Action Plan, provided that if the Action Plan concerns the remedying observations of concern or corrective action requirements issued under an audit conducted by the Agency or a third party engaged by the Agency, the timeline must enable the matter to be remedied within the timeframes specified in the audit report; and

(vi) any other content that may reasonably be requested by the Agency from time to time.

(c) Within 10 Business Days after receiving the draft Action Plan, the Agency must:

(i) give the Contractor notice that it approves the draft Action Plan, such approval not to be unreasonably withheld; or

(ii) comment on the draft Action Plan setting out its reasons for not approving the draft Action Plan, in which case the Contractor must:
(A) at the reasonable request of the Agency, meet to discuss the Agency’s comments; and

(B) within 3 Business Days after the meeting, or after receipt of the Agency’s comments where no meeting is required by the Agency, prepare a revised Action Plan addressing the Agency’s comments and submit it to the Agency for its approval.

This clause 6.8(c) applies to any resubmitted draft Action Plan until the Action Plan is approved by the Agency.

(d) Once an Action Plan is approved in accordance with clause 6.8(c), the Contractor must implement that Action Plan:

(i) at no cost to the Agency, unless otherwise agreed between the parties and set out in the Action Plan; and

(ii) in accordance with the timeframes and other terms specified in that Action Plan.

(e) The provision by the Contractor, the approval by the Agency and/or the implementation of an Action Plan does not waive, limit, prejudice or otherwise affect any other rights or remedies the Agency may have under this Agreement or at Law, including the Agency’s:

(i) right to terminate this Agreement (wholly or in part), including the right to terminate this Agreement under clause 28 (Termination for cause) of this Agreement; and/or

(ii) right to receive Service Credits; and/or

(iii) right to claim or recover Losses.

7 General obligations

7.1 Agreement Objectives

(a) The Contractor acknowledges that the objectives for this Agreement include:

(i) improving road safety in New South Wales by targeting the use of a mobile phone by a driver of a motor vehicle;

(ii) facilitating the enforcement of Offences;

(iii) encouraging safe, compliant, and responsible driving in NSW;

(iv) meeting community expectations that an effective and efficient mobile phone detection camera system will be operating from the Service Start Date;

(v) embedding the principle of prevention and early intervention into Government service delivery; and

(vi) ensuring value for money is achieved as required by the Government’s procurement policy.
(b) The Contractor acknowledges the provision of Services under this Agreement forms part of the Agency's wider program strategy to support and encourage safe, compliant, and responsible driving in NSW by reliably detecting potential Offences and facilitating the enforcement of Road Transport Laws and the taking of Compliance Action.

7.2 Performance of Services

(a) The Contractor must perform the Services in accordance with this Agreement.

(b) Omission of non-material details of the Services or the mis-description of non-material details of the Services which the Contractor knew or reasonably should have known either in accordance with Industry Practice and/or based on information available to the Contractor at the date of this Agreement or the date of a Project Order which were necessary to carry out the Services and should have been included in the this Agreement or a Project Order will not relieve the Contractor from performing such omitted or mis-described Services. Those tasks must be performed as if fully and correctly described in this Agreement or a Project Order, without entitlement to a Change Request under this Agreement.

7.3 Compliance with Law

(a) The Contractor must carry out all aspects of the Services in compliance with, and comply with, all Approvals and Laws. The Agency will notify the Contractor, as soon as practicable after becoming aware, of any change in Road Transport Laws that affect the Services.

(b) The Contractor must ensure that the MPDC System operates, and the Enforcement Services are provided:

(i) in a manner such that the detection, recording, investigation or enforcement of, or other action in relation to an Offence utilising the MPDC System or the Enforcement Services, complies with, and allows the Agency and the Agency Bodies to comply with, all Laws and Approvals;

(ii) to produce Images and Incident Files that:

(A) are sufficient to record the occurrence of an Offence and to enable the investigation of that Offence;

(B) are admissible in evidence for the prosecution of an Offence or other Compliance Action; and

(C) comply with all Laws and Approvals;

(iii) in a manner such that Incident Files can be processed, issued and enforced in a manner that complies with, and allows the Agency and the Agency Bodies to comply with, all Laws and Approvals; and

(iv) in accordance with all Agency Policies notified to the Contractor by the Agency from time to time.

(c) For the avoidance of doubt, clause 22 (Changes to Services) applies in the event of any change in any Road Transport Laws which constitutes or necessitates a change in:

(i) the scope of any Services; or
(ii) the Service Levels.

7.4 Compliance with Agency requirements

Without limiting the Contractor's other obligations under this Agreement, the Contractor must comply with:

(a) Agency Policies;

(b) all other reasonable requirements and directions of the Agency in relation to the MPDC System or the Services; and

(c) the Contractor's own internal standards and policies.

If there is any inconsistency between any of the requirements set out above, the requirement listed first prevails to the extent of the inconsistency.

7.5 Standard of performance

Without limiting the Contractor's other obligations under this Agreement, the Contractor must perform its obligations under this Agreement:

(a) with all due care, skill and diligence expected of a professional service provider and in a proper and workmanlike manner;

(b) except where a higher standard is specified in this Agreement, so that the Services conform to Industry Practices applicable to the types of services and work carried out;

(c) in a way that does not actually or potentially have a detrimental effect on the reputation of the Agency; and

(d) in a cost-effective manner.

7.6 Co-operation with third parties

The Contractor:

(a) acknowledges that the Agency operates in a multi-vendor environment; and

(b) must reasonably co-operate with other Agency suppliers, contractors and consultants including by not interfering with, disrupting or hindering the work being carried out by them.

7.7 Restriction on off-shoring

(a) The Contractor must not perform any Services from or at a location outside of Australia without the Agency's prior written consent.

(b) The Contractor must not transfer, take or send any Data, any State Record, Confidential Information of the Agency or any Personal Information outside of New South Wales or Victoria without the Agency's prior written consent.

7.8 Benefit to Government Agencies

(a) The Contractor acknowledges and agrees that:
(i) the Services provided under this Agreement are to be provided to and for the benefit of the Agency and such of the Government Agencies as required by the Agency from time to time by notice to the Contractor;

(ii) each of the Agency and each of the Government Agencies as nominated by the Agency may make use of the Services under and in accordance with this Agreement from time to time;

(iii) any obligation on the Contractor under this Agreement to perform an act or supply any Service is an obligation to perform that act or supply that Service for the benefit of the Agency and/or any Government Agency as required by the Agency from time to time;

(iv) notwithstanding the foregoing, the Contractor must only accept instructions in connection with the Services and this Agreement (including relating to Changes) directly from the Agency and not from any other Government Agency;

(v) a breach of this Agreement or negligence by the Contractor in relation to the performance or failure to perform this Agreement may result in a Loss or Liability being suffered by a Government Agency;

(vi) in addition to entering into this Agreement in its own right, the Agency is acting as the trustee of the benefits expressed to be given to each Government Agency under this Agreement; and

(vii) unless as otherwise expressly provided for under this Agreement, any obligation of the Agency under this Agreement may be performed by the Agency or any of the Government Agencies.

(b) The Contractor acknowledges and agrees that the Agency holds the benefit of the Contractor’s obligations, the Agency’s rights and any indemnity under this Agreement as principal and on trust for such of the Government Agencies as it has nominated under clause 7.8(a) as if the obligation, right or indemnity had been expressed to be for the benefit of them directly.

(c) If a Government Agency or the State of New South Wales suffers or incurs any Losses or Liabilities as a result of one or more acts or omissions of the Contractor or any Contractor Personnel or any Subcontractor relating to the performance, non-performance or termination of this Agreement, the Agency will be able to recover those Losses and Liabilities from the Contractor:

(i) as if those Losses and Liabilities were suffered or incurred by the Agency itself; and

(ii) subject to the limitations and exclusions set out in this Agreement.

7.9 The Agency’s rights

For the avoidance of doubt, the Contractor acknowledges and agrees that nothing in this Agreement:

(a) derogates in any way from the Agency’s rights under Law; or

(b) relieves the Contractor or any other person in any way from any obligations it has under, or requirements imposed by, Law.
8 Installation Services

8.1 General Obligation

(a) When the parties execute a Project Order, the terms of this Agreement and Scope of Works apply to that Project Order.

(b) When performing Installation Services under a Project Order, the Contractor must comply with the requirements of this Agreement and the Scope of Works, including this clause 8 (Installation Services) and section 4 (Installation Services) of the Scope of Works.

(c) The Contractor is solely responsible for the performance of Installation Services, including ensuring Fixed Camera Systems and/or Transportable Camera Systems are delivered, installed, integrated and commissioned so as to achieve Acceptance by the Milestone Due Date set out in a Project Order.

(d) All Installation Services must be performed in accordance with the MES Documents (including any Installation Plans) so that the MPDC System and Enforcement Services are Fit For Purpose by the date required by the relevant Project Order.

8.2 Acceptance Test Plan

(a) Each Site, Fixed Camera System and/or Transportable Camera System (as applicable) the subject of a Project Order will be subject to Acceptance Tests in accordance with this clause 8, the Scope of Works and the relevant Project Order.

(b) Within 10 Business Days after the Project Order Commencement Date the Contractor must:

(i) prepare a detailed Acceptance Test Plan for that Project Order, including test plans and test procedures, in consultation with the Agency; and

(ii) submit the Acceptance Test Plan to the Agency for approval.

(c) The Acceptance Test Plan must be consistent with the MES Documents and in particular section 8 (Testing) of the Scope of Works.

(d) Within 10 Business Days after receipt of the Acceptance Test Plan, the Agency must notify the Contractor that it either:

(i) accepts the Acceptance Test Plan in which case the parties will proceed with Installation Services for that Project Order on the basis of that Acceptance Test Plan; or

(ii) requires changes to the Acceptance Test Plan.

(e) If the Agency requires changes to the Acceptance Test Plan under clause 8.2(d)(ii), then the Contractor must submit a further version of the Acceptance Test Plan to the Agency for approval within 4 Business Days after receiving the Agency's notice under clause 8.2(d)(ii). The Agency may continue to exercise its rights under clause 8.2(d)(ii) until it receives an Acceptance Test Plan that it accepts.

(f) If after 2 further submissions under clause 8.2(e) the Agency does not receive an Acceptance Test Plan that it accepts, then the Agency may (acting reasonably)
modify the Acceptance Test Plan to meet its requirements, in which case the modified Acceptance Test Plan will become binding on the parties. For the avoidance of doubt, an Acceptance Test Plan modified by the Agency under this paragraph (f) will remain consistent with the requirements of this Agreement and the relevant Project Order.

(g) Subject to clause 8.2(f), the Acceptance Test Plan will not become binding until it is agreed in writing by both parties.

(h) Subject to clause 8.2(f), no change to the Acceptance Test Plan will be binding unless it is in writing and signed by both parties.

8.3 Acceptance Testing

(a) The Contractor must:

(i) conduct testing; and

(ii) produce test results and provide those test results to the Agency,

in relation to the MPDC System, the Services and each Project Order in accordance with the Acceptance Test Plan.

(b) The Agency, or its agent, has the right to be present when any testing referred to in clause 8.3(a) is being conducted. The Contractor must provide the Agency with reasonable notice of when any testing is to occur.

(c) At any stage during testing the Agency may require reasonable modifications, additions or variations to any tests in the Acceptance Test Plan developed pursuant to clause 8.2 (Acceptance Test Plan) provided that those changes do not involve changes to any acceptance criteria. The Contractor must amend the Acceptance Test Plan in accordance with any such modifications, additions or variations and the amended Acceptance Test Plan must be provided to the Agency for further review. Any modification, variation or addition under this clause 8.3(c) will not be a Change Request.

8.4 Acceptance Certificate

(a) If an Acceptance Test is passed the Agency must issue to the Contractor an Acceptance Certificate certifying that Acceptance of the relevant part of the MPDC System or Services has taken place and the date this occurred.

(b) The Agency may give the Contractor an Acceptance Certificate in respect of a Project Order notwithstanding that there are Defects in the relevant part of the MPDC System or Services.

(c) If required by the Agency prior to or pursuant to any written direction under clause 8.4(b), the Contractor must submit to the Agency an Action Plan in accordance with clause 6.8 (Action Plan) within 3 Business Days of the Agency's notification.

(d) Any decision to issue an Acceptance Certificate notwithstanding that there may be Defects in the relevant part of the MPDC System or Services will be entirely at the Agency's discretion and will not affect in any way the Contractor's obligations under this Agreement or the Agency's rights in respect of any breach of this Agreement.
8.5 No deemed acceptance

None of the following will give rise to any deemed Acceptance of any aspect of the MPDC System, nor waive any rights the Agency has under this clause 8 (Installation Services) or otherwise:

(a) the Agency's failure to provide an Acceptance Certificate or a notice required under this clause 8 (Installation Services); or

(b) use of the MPDC System outside a testing environment.

8.6 Effect of Acceptance Certificate

Any Acceptance Certificate issued by the Agency is not:

(a) an approval by the Agency of the Contractor's performance of its obligations under this Agreement; or

(b) an acknowledgement that all or any part of the MPDC System or the Services are in accordance with this Agreement.

8.7 Delivery of reports and information

(a) During performance of Installation Services, the Contractor must provide to the Agency Representative on the Monday (unless the Monday is a public holiday in either New South Wales or Victoria in which case the next Business Day) of each week a report in relation to Installation Services currently being provided under each Project Order setting out the following matters:

(i) progress of the Installation Services against the Installation Plan;

(ii) Installation Services completed in the reporting period;

(iii) Installation Services scheduled for the next reporting period;

(iv) any update required to the Installation Plan (which must be approved by the Agency);

(v) any update required to the Acceptance Test Plan (which must be approved by the Agency);

(vi) any update required to any MES Documents (which must be approved by the Agency);

(vii) results of any testing;

(viii) without limiting clause 8.9 (Delay), any delays in the delivery timetable set out in the Installation Plan or delays in achieving a Milestone Due Date, the reasons for such delays and an Action Plan under clause 8.8 (Action Plan) demonstrating how the Contractor will adjust the Installation Plan to ensure each Acceptance is achieved by the relevant Milestone Due Date or, if it cannot be achieved, how it will minimise the delay as required under clause 8.9 (Delay);

(ix) any outstanding Claims or disputes; and

(x) such other information as the Agency requests.
(b) The Contractor must, within a reasonable time, provide to the Agency any other information relating to the Installation Services (including access to and copies of documents) requested by the Agency from time to time.

8.8 Inspections and Review

(a) The Agency may at any time review or inspect the delivery and performance of any Installation Services under a Project Order to determine whether the obligations of the Contractor are being complied with, including whether the Installation Services and Services are being delivered in the required timeframe.

(b) The Contractor must promptly respond to any requests for information from the Agency, and attend any meetings requested by the Agency, where the requests are made to enable the Agency to perform such a review or inspection.

(c) If the Agency considers that the Contractor is not performing the Installation Services in accordance with the requirements of this Agreement, the Scope of Works or a Project Order, the Agency may give a notice to the Contractor in which it specifies the areas of non-compliance.

(d) The Contractor must develop and submit to the Agency, within 3 Business Days after receipt of notice from the Agency under clause 8.8(c), an Action Plan in accordance with clause 8.8 (Action Plan).

8.9 Delay

(a) As soon as practicable (and in any event within 3 Business Days) after becoming aware of any matter (including any conduct of the Agency) which is likely to impact upon its ability to comply with the Installation Plan (or meet a Milestone Due Date), the Contractor must:

(i) notify the Agency detailing such matter and its likely impact on such compliance, including the anticipated duration of any possible delay (Delay Notice);

(ii) take all steps reasonably necessary to minimise the delay caused by that matter including by way of alternate sources, additional resources, workarounds or other means; and

(iii) in the Delay Notice, provide reasonable evidence to the Agency of the cause and matter leading to the delay and detail the steps the Contractor will take to minimise the impact of the delay in accordance with clause 8.7(a)(viii) (Delivery of reports and information).

Subject to clauses 8.9(b) and 8.9(c), a Delay Notice will not relieve the Contractor from any of its obligations under this Agreement.

(b) If a delay the subject of a Delay Notice was caused by a delay or failure of the Agency to provide an Agency Dependency, the Contractor may, subject to the provisions of clause 8.9(c), request from the Agency an extension of time and rescheduling of the timeline in an affected Installation Plan, such extension:

(i) to be for the period the Contractor was delayed; and

(ii) to be documented in writing by the parties (which may be done by administrative action and without the need for a formal Change Request).
(c) The Agency will only be required to grant an extension of time under clause 8.9(b):
(i) if the Contractor provides notice of the delay in accordance with clause 8.9(a);
(ii) to the extent the Contractor is so affected by the delay;
(iii) where the Contractor has complied with clause 8.9(a) and has taken all reasonable steps to minimise the delay;
(iv) to the extent the Contractor has demonstrated to the reasonable satisfaction of the Agency (for example by critical path analysis) that the delay or failure of the Agency to provide an Agency Dependency was the actual cause of the delay (and the Contractor was not already delayed by other events or causes under its own control or of its own making); and
(v) where the Contractor provides all evidence reasonably required by the Agency to substantiate the cause of the delay and the Agency is satisfied the delay was not caused by or contributed to by the Contractor.

(d) Without prejudice to any other rights that the Agency has against the Contractor, if the Contractor has missed a Milestone Due Date or fallen behind in the performance of the Installation Services under a Project Order, the Agency may:
(i) require rescheduling of any element of the Installation Plan (including the Milestone Due Date) as it sees fit; and/or
(ii) after it has reviewed any Action Plan provided under clause 8.7(a)(viii) (Delivery of reports and information) and if it is not satisfied with that Action Plan, exercise a right of step-in under clause 27 (Temporary suspension of Services).

(e) Without limiting any rights of either party set out in this Agreement, if any delay, including a delay resulting from a failure to achieve an Agency Dependency, continues for more than 20 Business Days:

(i) either party may issue a notice (Delay Notice) nominating a time and date to meet to discuss the delay; and

(ii) both parties must at a premises nominated by the Agency at the time and date specified in the Delay Notice (or such other time and date as is agreed) to discuss the delay and what action should be taken as a result of the delay. Such action may include terminating or varying the relevant Project Order by agreement of the parties.

8.10 Risks of delays

Except as otherwise provided in this Agreement, the Contractor will bear the risk of all delays to delivery of the MPDC System or performance of a Project Order, and all Claims, Losses and Liabilities arising from such delays.

8.11 Liquidated Damages

(a) [redacted]
(b) The Contractor must pay the liquidated damages under clause 8.11(a) until the earlier of:
(i) the date that Acceptance is successfully achieved; or
(ii) [redacted],

(Liquidated Damages Period).

(c) The liquidated damages under clause 8.11(a) must be applied as a credit against the next invoice provided by the Contractor under the relevant Project Order following the date on which they accrue.

(d) The Contractor acknowledges that:
(i) a failure by it to achieve Acceptance by a Milestone Due Date may result in financial loss or damage to the Agency; and
(ii) any liquidated damages under clause 8.11(a) are a reasonable and genuine pre-estimate of the losses of the Agency and are reasonable.

(e) Any liquidated damages paid by the Contractor under this clause 8.11:
(i) do not relieve the Contractor from any other Liability or from meeting any other obligation under this Agreement;
(ii) do not count towards the calculation of the liability cap under clause 21.7 (Liability Cap); and
(iii) subject to clauses 8.11(f) and 8.11(g), are the Agency's sole and exclusive financial remedy during the period for which liquidated damages are payable under this clause 8.11.

(f) Where the Contractor has not successfully achieved Acceptance by the expiry of the Liquidated Damages Period, the payment of liquidated damages under this clause 8.11 does not limit the remedies available to the Agency under this Agreement or at Law for any delay that continues after the Liquidated Damages Period, including, for example, any right to claim general damages where the genuine pre-estimate of the losses of the Agency represented by the liquidated damages are insufficient to cover the actual loss incurred, any right to seek injunctive or declaratory relief or any right to terminate this Agreement.

(g) Any liquidated damages paid by the Contractor under this clause 8.11 do not limit the Agency's rights under clause 8.12 (Failure to meet a Milestone Due Date).

8.12 Failure to meet a Milestone Due Date

Without prejudice to any other rights that the Agency may have, if in respect of a Project Order the Contractor fails to achieve Acceptance by the Milestone Due Date:

(a) the Contractor must provide the Agency with written details of its proposed program of work to complete the Installation Services and thereafter diligently carry out such program to ensure that Acceptance is achieved as soon as possible;
(b) the Contractor must continue to diligently pursue such steps as may be necessary to achieve Acceptance;

(c) the Agency may issue a notice to the Contractor that requires the Contractor to perform such tasks as are necessary to achieve Acceptance and specifies a timeframe within which Acceptance must be achieved; and

(d) if the Contractor does not achieve Acceptance within the timeframe specified in the notice from the Agency, then, without prejudice to any other rights that the Agency may have under this Agreement, the Project Order or otherwise, the Agency may either:

(i) notify the Contractor of an amended Milestone Due Date and recover from the Contractor any costs incurred by the Agency as a result of the failure to achieve Acceptance by the original Milestone Due Date; or

(ii) immediately terminate the relevant Project Order in whole or in part by giving notice to the Contractor.

8.13 Completion of Installation Services

(a) Once the Installation Services under a Project Order are complete, the Contractor must provide the Agency with a document confirming the works have been completed and setting out all the completed work, for the Agency's internal reporting and auditing requirements.

(b) The Contractor warrants that as at each Milestone Due Date, the Installation Services performed under the relevant Project Order will be complete and the MPDC System will be Fit For Purpose and will throughout the Term remain Fit For Purpose.

(c) The Contractor:

(i) warrants it has allowed for the provision of;

(ii) must undertake and provide; and

(iii) will not be entitled to make, and the Agency will not be liable upon, any claim or additional payment (except as otherwise provided for in this Agreement) relating to the provision of,

all Equipment, labour, materials and other work necessary to execute the Installation Services required under Project Orders and in accordance with the Scope of Works, whether or not expressly mentioned in the Agreement, the Scope of Works or Project Orders or anticipated by the Contractor, and agrees that any incidental and ancillary activities, labour, materials or work required forms part of the Installation Services provided under Project Orders.

8.14 Commissioning

The Contractor must not, without the prior written approval of the Agency, commission any part of the MPDC System that may affect users or the public or begin the Enforcement Services in connection with any Project Order prior to Acceptance of the MPDC System (or relevant part thereof) and until after the Agency issues the relevant Acceptance Certificate.
8.15 Service Start Date

Following Acceptance under the first Project Order entered into under this Agreement, the Agency will notify the Contractor of the Service Start Date in accordance with section 6 (Enforcement Services) of the Scope of Works.

9 Gazetted of Camera Devices

(a) No Camera Device may be used in the MPDC System or to perform Services unless it has been Gazetted, so that Camera Devices to be used as part of the MPDC System and Services are approved for use as Approved Enforcement Devices.

(b) One of each type of Camera Device, and its technical specifications, which is to be used in the MPDC System and to perform Services must be submitted to the Agency for Gazetted:

(i) as soon as possible; and

(ii) in any event within 10 Business Days of the Commencement Date.

(c) If the Contractor proposes to:

(i) use any new type of Camera Device as part of the Services; or

(ii) change an Approved Enforcement Device in a manner which would require a new Gazetted,

the Contractor must submit that Camera Device or changed Approved Enforcement Device (as applicable) to the Agency for Agency approval.

(d) When a Camera Device or changed Approved Enforcement Device (as applicable) is submitted to the Agency for approval, the Contractor must obtain independent testing of the Camera Device or changed Approved Enforcement Device (as applicable) from a testing provider approved by the Agency as required for Gazetted and provide an independent testing report to the Agency with its submission for Gazetted. The Contractor will bear the costs of any independent testing.

(e) If the Agency approves the new type of Camera Device or the change in an Approved Enforcement Device, then the Agency will use reasonable endeavours to procure any necessary Gazetted as soon as reasonably practicable, at the Agency's cost.

(f) No delay in obtaining Gazetted will relieve the Contractor of its obligations under this Agreement where such delay has been caused or contributed to by the Contractor.

10 Certification and Testing

10.1 Ongoing Certification by Contractor

(a) The Contractor must inspect, test and certify all Approved Enforcement Devices to be used in the MPDC System and to perform Services in a manner and at times specified by the Agency and in accordance with:
(i) the manufacturer's recommended method;

(ii) the Road Transport Laws and all other relevant Law;

(iii) the Scope of Works; and

(iv) the relevant Project Order.

(b) No Approved Enforcement Device may be used in the MPDC System or to perform Services unless at the time of each use, the relevant Approved Enforcement Device:

(i) has been inspected, tested and certified as and when required under clause 10.1(a); and

(ii) is the subject of a valid Certification for that period of use.

(c) Prior to the Milestone Due Date for each Project Order (and thereafter promptly upon the Agency's request or promptly after any inspection, testing or Certification of an Approved Enforcement Device), the Contractor must provide the Agency with evidence of compliance with clause 10.1(a) and all inspection, testing and Certification documentation (and any other information or documentation reasonably required by the Agency) for any Approved Enforcement Device.

(d) If for any reason an Approved Enforcement Device comprising part of the MPDC System:

(i) fails a test under clause 10.1(a);

(ii) is not the subject of a valid Certification; or

(iii) has not been tested as required under clause 10.1(a),

the Contractor must advise the Agency immediately and comply with clause 10.4 (Non-compliance discovered as a result of testing) as applicable in the circumstances.

(e) Inspection and testing of an Approved Enforcement Device must include testing of the Approved Enforcement Device itself and testing of the operation and functioning of the Approved Enforcement Device as set up, positioned and deployed as part of a Fixed Camera System or as part of a Transportable Camera System.

(f) The Contractor must inspect, test and (unless the Agency notifies the Contractor that it will perform the Certification) certify each Approved Enforcement Device under this clause 10.1:

(i) at least once during every Prescribed Period (which as at the Commencement Date is at least once every 90 days), and the Agency requires that Certification of each Approved Enforcement Device must be generally undertaken between days 70 and 80 from the previous Certification;

(ii) for Approved Enforcement Devices forming part of a Transportable Camera System, on a 'per deployment basis' prior to each deployment of a Transportable Camera System to provide Enforcement Services at a Site pursuant to the Deployment Schedule;
(iii) if a Fixed Camera System or Transportable Camera System is removed from service, including as a result of an accident, Defects or faults or damage, or for maintenance, as soon as the Fixed Camera System or Transportable Camera System is ready to return to service; and

(iv) prior to it being used as part of the MPDC System or Services.

The Agency will pay the fees charged by the third party for tests under clauses 10.1(f)(i), 10.1(f)(ii) and 10.1(f)(iv) (provided they are pre-approved by the Agency before they are incurred). The Contractor must pay the fees charged by the third party for tests under clause 10.1(f)(iii).

(g) If required by the Agency, the Contractor must ensure that all tests and test certifications are witnessed by the Agency or a third party nominated by the Agency. The Agency will pay the fees charged by any third party it nominates as a witness under this paragraph.

(h) The Contractor must obtain all necessary road occupancy licences, and is responsible for gaining approval and implementing traffic control and risk minimisation strategies, as required to conduct any testing under this Agreement (including Acceptance Testing under clause 8 (Installation Services)).

10.2 Contractor's additional testing obligations

In addition to testing under clause 10.1 (Ongoing Certification by Contractor), the Contractor must conduct any further testing (whether additional, routine, periodical or ad hoc) of the MPDC System (or any items proposed to be integrated into the MPDC System) that is required by the MES Documents or otherwise necessary to ensure the Services and MPDC System comply with this Agreement.

10.3 Agency Testing

(a) The Agency may conduct additional, routine, periodical or ad hoc testing of the MPDC System (or any items proposed to be integrated into the MPDC System) and may engage third party contractors to carry out such testing on its behalf. The Contractor must provide the assistance and access that is reasonably required by the Agency and such third-party contractors to conduct any such testing.

(b) The Contractor:

(i) shall not be entitled to make any Claim against the Agency in relation to testing carried out pursuant to this clause 10.3; and

(ii) is not relieved of its obligations under this Agreement as a result of any testing carried out by the Agency, whether or not the testing can or should disclose that the MPDC System may not meet the requirements of this Agreement.

(c) The Contractor, must:

(i) render such assistance and access to the Agency as the Agency reasonably requires in order to perform any testing conducted by the Agency (or its third party contractor) in accordance with this clause 10.3; and

(ii) is entitled to invoice for and be paid the relevant ad hoc support fees set out in the Fees Schedule in respect of such assistance.
(d) The Contractor will not be entitled to any costs or extensions of time in connection with testing carried out by the Agency (or its third-party contractor) under this clause 10.3.

10.4 Non-compliance discovered as a result of testing

(a) If, as a result of any testing (including Acceptance Testing under clause 8 (Installation Services), any material part of the MPDC System or the Services do not pass the Acceptance Tests or do not or will not comply with any of the requirements of this Agreement (including the requirements set out in the MES Documents):

(i) where such testing is conducted under clause 10.3, the Service Fees referred to in clause 10.3(c) will not be payable by the Agency;

(ii) the Contractor must promptly on demand pay to the Agency any reasonable costs incurred by the Agency (including any reasonable fees payable to a third party engaged by the Agency) in connection with conducting or assisting with any testing; and

(iii) the Contractor must take all action that is necessary to ensure compliance (including in circumstances where the MPDC System or Services may have progressed through Acceptance notwithstanding the existence of any non-compliance whether material or not). The Agency may, at its discretion, specify some or all of the modifications, changes, additions or corrections the Contractor must make or any other action the Contractor must take.

'material' for the purposes of this clause 10.4(a) means 'defects that limit or affect the usability, functionality or security of the MPDC System or the Services'.

(b) If the Agency gives a notice under clause 10.4(a), the Contractor must (in addition to any obligations it may have under clauses 10.4(d) and 10.4(e)) undertake the specified action within 5 Business Days after receipt of a notice from the Agency. Once that action is taken all relevant testing must again be conducted in accordance with this Agreement.

(c) The Contractor is responsible for any delays caused as a result of any steps taken under this clause 10.4.

(d) The Contractor must immediately suspend the use of any Equipment or any component of the MPDC System if:

(i) as a result of any testing (whether conducted under clause 8.3 (Acceptance Testing), this clause 10 (Certification and Testing) or otherwise, or whether conducted by the Agency or the Contractor), the relevant Equipment or component is found not to:

(A) comply with, or meet the standards contained in any Laws;

(B) meet the requirements set out in the Acceptance Test Plan or Installation Plan;

(C) for an Approved Enforcement Device, comply with any Certification or Gazetted;

(D) comply with the Specification; or
meet all other requirements of this Agreement or a Project Order; or

(ii) the Contractor becomes aware of any practice or deficiency in the Services that does not meet the requirements of this Agreement.

(e) If use of any Equipment or any component of the MPDC System is required to be suspended under clause 10.4(d), the Contractor must immediately:

(i) notify the Agency of the failure or non-compliance;

(ii) cease to use the relevant Equipment or component;

(iii) provide to the Agency specific details of the relevant Equipment or component;

(iv) provide to the Agency details of any other part of the MPDC System, Sites or Services impacted by the relevant Equipment or component; and

(v) provide to the Agency details and copies of all Images, Incident Files and Data that may be affected by the relevant Equipment or component.

11 Supply of Enforcement Services

11.1 Obligation to provide Enforcement Services

(a) From the Service Start Date, the Contractor must provide the Enforcement Services.

(b) The Contractor must provide the Enforcement Services in accordance with the following:

(i) the MES Documents;

(ii) all Approvals, all Laws, all applicable requirements of any Relevant Authority and all practice guidelines and the Agency Policies;

(iii) any conditions imposed by the insurance policies effected and maintained in accordance with this Agreement;

(iv) the Agency Objectives; and

(v) Industry Practice.

(c) Without limiting the Contractor's obligations under this Agreement, the Contractor must:

(i) provide deployment, Certification, and operational procedures for enforcement sessions as part of the Enforcement Services;

(ii) provide draft deployment and test documentation and certificates for review and approval by the Agency prior to commencement of the Enforcement Services;

(iii) provide the Enforcement Services promptly, diligently and in a professional manner, in accordance with the practices and standards that would be used
by a prudent and competent contractor providing services similar to the Enforcement Services;

(iv) employ, and maintain at all times, adequate numbers of appropriately qualified individuals with suitable training, education, experience and expertise to provide the Enforcement Services in accordance with this Agreement, including with respect to pre-verification activities, training, testing and Certification, information technology, workplace health and safety and quality assurance, operation of the MPDC System, field engineering and infrastructure specialists with expertise in the MPDC System;

(v) have and maintain the required number of Fixed Camera Systems and Transportable Camera Systems with the Agency approved livery; and

(vi) ensure that it has sufficient resources to provide the Enforcement Services in accordance with this Agreement.

(d) The Contractor acknowledges and agrees that:

(i) it is required to provide the Enforcement Services from the Sites and locations within New South Wales as designated by each Project Order;

(ii) the Agency may from time to time require the Contractor to provide Enforcement Services at new Sites or different areas within New South Wales but not designated in the Project Orders;

(iii) where the Agency has made a request pursuant to 11.1(d)(ii):

(A) where the request relates to Transportable Camera Systems, the Contractor will provide the Enforcement Services as requested on the same terms as if the Enforcement Services were provided in an area designated in the Project Orders; and

(B) where the request relates to Fixed Camera Systems, the parties must negotiate in good faith a Project Order or a Change Request to give effect to the Agency's request;

(iv) a request made pursuant to 11.1(d)(iii)(A) does not constitute a Change and the parties are not required to agree a Change Request or a Project Order to give effect to the Agency's request; and

(v) the Contractor must ensure that its resourcing, business continuity planning and maintenance scheduling is appropriate to enable full provision of the Enforcement Services as required by this Agreement and each Project Order.

11.2 Complaints handling

The Contractor must develop and implement an enquiries and complaints handling protocol for approval by the Agency prior to the Milestone Due Date. The protocol should contain, as a minimum, a requirement that the Contractor refer all public enquiries relating to the MPDC System and the Services to the Agency.
11.3 Training

(a) The Contractor must provide training to the Agency and the Contractor's Personnel involved in the Services in accordance with the MES Documents. Without limiting the generality of this obligation, the Contractor must:

(i) provide training on the use and operation of the MPDC System (including the Fixed Camera Systems and Transportable Camera Systems) as required by the Scope of Works and each Project Order;

(ii) provide training on the performance of the Enforcement Services as required by the Scope of Works and each Project Order;

(iii) provide dedicated training resources to such Agency Personnel as is requested by the Agency from time to time; and

(iv) provide trainees with appropriate materials and documentation. Training documentation may be inspected or audited under clause 33 (Inspection and audit).

(b) The Agency may require that any training set out under this clause 11.3 is to be provided to Personnel of the Agency and other Government Agencies.

11.4 Maintenance of the MPDC System

(a) The Contractor must provide all Maintenance and Support Services necessary to ensure continuity of all elements of the MPDC System and the Enforcement Services in accordance with this Agreement. Without limiting the generality of this obligation, the Contractor must:

(i) subject to clause 11.8(c) (MPDC System refresh requirements), maintain, repair, refresh, rectify and replace as necessary all Software, Equipment and all other elements in the MPDC System:

(A) in accordance with the maintenance obligations contained in the MES Documents;

(B) in a manner which ensures that the MPDC System and the Enforcement Services continue to:

(1) meet the requirements of this Agreement; and

(2) be Fit For Purpose; and

(C) in accordance with Industry Practice,

and if there is any inconsistency between any of the requirements set out above, the requirement listed first prevails to the extent of the inconsistency;

(ii) perform all maintenance work in a manner which does not impact on the Contractor's ability to ensure there are no breaches of this Agreement;

(iii) ensure that it has sufficient spares to meet the requirements of this Agreement; and
(iv) upon request, provide the Agency with access to or copies of all maintenance plans, logs and other documents relevant to the maintenance carried out by the Contractor.

(b) Any Equipment replaced pursuant to the Contractor's obligations under this clause 11.4 must be incorporated into the Equipment Register.

(c) Failure of any item of Equipment will not be an excuse for a failure by the Contractor to meet its obligations under this Agreement.

11.5 Agency Access to Contractor IT facilities

The Contractor must ensure that the Agency has access to any information technology facilities owned by the Contractor relating to the MPDC System to facilitate access to and use of the MPDC System and Enforcement Services as set out in the MES Documents.

11.6 Security of the MPDC System and the Data

(a) The Contractor must ensure the security and integrity of the MPDC System and the Data at all times whilst it is in the possession, custody and control of the Contractor.

(b) The Contractor must:

(i) prepare and submit to the Agency a security plan for approval by the Agency within 20 Business Days of the Commencement Date;

(ii) modify the security plan as required by the Agency; and

(iii) implement the security plan as approved by the Agency.

(c) The security plan must include protection of network access equipment or passwords, protection of access to network access points and equipment access keys.

(d) The Contractor must ensure that each person who is able to access the MPDC System and Data is only able to access those parts of the MPDC System and Data that they are specified to have access to in the MES Documents or in the security plan and must implement appropriate data partitioning policies to restrict the access of each user in accordance with the MES Documents and the security plan.

(e) The Contractor must notify the Agency via email:

(i) when it grants access to any person to the MPDC System; and

(ii) when any Personnel of the Contractor or a permitted Subcontractor, who has access to the MPDC System, ceases to be Personnel.

11.7 Evidence creation and record retention

The Contractor must:

(a) ensure that the Images and Incident Files created by it using the MPDC System and in providing the Enforcement Services meet the requirements of the Scope of Works, the relevant Project Orders and Road Transport Laws;
(b) create and maintain all records necessary to ensure that the Images and Incident Files it creates under this Agreement are admissible as evidence Compliance Action and in the prosecution of Offences and are compliant with Law;

(c) ensure Images, Incident Files and other records are maintained, stored and retrievable as required to comply with all requirements set out in this Agreement, the Scope of Works and the relevant Project Orders;

(d) provide the originals of such records to the Agency on request (if not permanently and irretrievably deleted from the MPDC System as required by the Scope of Works and the relevant Project Orders); and

(e) allow the Agency to access and inspect such records on request by the Agency (if not permanently and irretrievably deleted from the MPDC System as required by the Scope of Works and the relevant Project Orders).

11.8 MPDC System refresh requirements

(a) The Contractor, as part of the Services and as part of the Contractor’s obligations in respect of Software under clause 11.4(a)(i) (Maintenance of the MPDC System), must:

(i) provide support (or, where Software is owned by a third party, ensure the third party provides support) for the Agency Bodies in respect of their access to the Enforcement Services or any Software that comprises part of the MPDC System as reasonably required by the Agency;

(ii) subject to clause 11.8(c), ensure any Software that comprises part of the MPDC System is updated with any Updates that are produced or recommended by the owner of that Software or that are otherwise required to ensure the relevant Software operates properly on any relevant platform or operating system (or version thereof) from time to time; and

(iii) if a New Release of any third party owned Software or operating system that is part of the MPDC System is released, the Contractor must notify the Agency within 15 Business Days of the New Release being released and provide the Agency with advice on the New Release and a recommendation as to whether the New Release should be incorporated into the MPDC System.

(b) If the Agency, in its absolute discretion, directs the Contractor in writing that any New Release of any third party owned Software or operating system should be incorporated into the MPDC System, the Contractor must procure and integrate the New Release as requested by the Agency.

(c) The Contractor must:

(i) not implement any Updates, New Releases or changes which interfere with, alter or otherwise impact upon the MPDC System or the ability of any Agency Bodies to access, use or connect with the MPDC System, without the Agency’s prior written approval;

(ii) ensure that as a result of implementing an Update, New Release or change, the MPDC System and Services continue to comply with the requirements of this Agreement, Scope of Works and any Project Orders;
(iii) ensure that implementation of an Update, New Release or change does not impact on the delivery of the Services or the MPDC program; and

(iv) ensure that the Contractor complies with any requirements for re-Certification of Camera Devices where that is required as a result of an Update, New Release or change.

(d) The Contractor must give at least eight (8) weeks’ notice (or such shorter notice period of notice as is reasonable in the circumstances) prior to implementing any Updates or New Releases. Such notice must include a plan which:

(i) includes a timetable for implementation;

(ii) sets out all required testing (including regression) and rollback;

(iii) includes a review of all security and anti-virus measures; and

(iv) provide details regarding each element of proposed Software change and its effect on the MPDC System.

The Contractor must implement all Updates or New Releases for Software in accordance with the relevant manufacturer’s recommended operating procedures.

(e) Nothing in this clause 11.8 derogates from or limits the Contractor’s other obligations under this Agreement (including under clause 11.4(a) (Maintenance of the MPDC System)) or implies that the Contractor is only required to maintain, update or upgrade any Software or operating system if required by this clause 11.8.

11.9 Continuous Improvement

The Contractor must, at no additional cost to the Agency, continually seek, identify and inform the Agency of any opportunities to implement new or modify existing processes, innovations and technologies to improve delivery of the Services (including time and cost efficiencies), for example by informing the Agency about roadmaps and plans for future improvements and developments.

11.10 Business Continuity

(a) Within 3 months from the Commencement Date, the Contractor must develop a draft Business Continuity Plan and provide it to the Agency for review and approval. The Contractor must liaise with the Agency in the development of the Business Continuity Plan.

(b) The draft Business Continuity Plan must:

(i) set out how the MPDC System will remain fully operational in the event of a Disaster;

(ii) detail how the Contractor will continue, in the event of a Disaster, to provide the Services in accordance with this Agreement;

(iii) include sufficient details of all business continuity, disaster recovery and back-up operations and processes (including as applicable to each Site, Fixed Camera System and Transportable Camera System);

(iv) be based upon an assessment of the applicable risks and impacts; and
(v) contain defined recovery periods in a Disaster event.

(c) Within 20 Business Days after receipt of a draft Business Continuity Plan, the Agency will notify the Contractor that it either:

(i) accepts the draft Business Continuity Plan; or

(ii) requires changes to the draft Business Continuity Plan.

If the Agency requires changes to the Business Continuity Plan, the Contractor must submit a further version of the Business Continuity Plan to the Agency for approval within 15 Business Days after receiving the Agency's notice. The Agency may continue to exercise its rights under this clause 11.10(c) until it receives a Business Continuity Plan that it accepts.

(d) The Contractor must ensure at all times that the Business Continuity Plan is up-to-date and must consult with the Agency prior to making any material changes to the Business Continuity Plan.

(e) The Business Continuity Plan must be tested (at least annually) to validate the currency and validity of the Contractor's business continuity arrangements.

(f) The Contractor must provide the Agency with a copy of the current Business Continuity Plan (and the latest results from any test of the Business Continuity Plan) annually and from time to time promptly upon request.

(g) If a Disaster occurs which requires the Business Continuity Plan to be invoked, the Contractor must:

(i) immediately notify the Agency and provide all relevant details regarding the Disaster event; and

(ii) implement the Business Continuity Plan and at the times comply with the Business Continuity Plan.

(h) The Contractor must ensure that clauses 11.10(a) to 11.10(g) apply equally to any Subcontractor.

12 Equipment

12.1 Equipment Register

(a) The Contractor is responsible for providing all Equipment that forms part of the MPDC System. Except for existing Equipment expressly referred to in the Scope of Works or a Project Order, or subsequently agreed in writing by the Agency, as being provided by the Agency, title and risk in all Equipment will remain with the Contractor.

(b) The Contractor must provide an initial Equipment Register to the Agency within 5 Business Days after the Service Start Date. The Equipment Register must be a complete list of the Equipment forming part of the MPDC System and used to perform the Services (including Equipment used for testing and maintenance) and must include for each individual item of Equipment, details of:

(i) the specific nature of the Equipment;
(ii) the name of the manufacturer;

(iii) a description of the model;

(iv) the serial number or other identifying mark of the Equipment; and

(v) the location of the Equipment.

(c) The Contractor must ensure that the Equipment Register is complete and accurate at all times, including updating the Equipment Register to reflect any change, upgrade, replacement or failure of any Equipment together with (as applicable) the relevant rectification date and interchange components.

(d) The Contractor must provide to the Agency at least quarterly or otherwise on request by the Agency an updated copy of the Equipment Register in the form required by the Agency. The Equipment Register may be the subject of an audit or inspection under clause 33 (Inspection and audit).

12.2 Adequacy of Equipment

(a) The Contractor represents and warrants that the Equipment listed in the Equipment Register is all the Equipment necessary to ensure that the MPDC System operates, and the Services can be delivered, in accordance with this Agreement.

(b) If, and to the extent that, Equipment not listed in the Equipment Register is necessary to ensure that the MPDC System operates, and the Services can be delivered, in accordance with this Agreement, such Equipment must be incorporated into the MPDC System at no additional cost to the Agency.

12.3 Faults rectification

(a) As part of the Enforcement Services, the Contractor must:

(i) immediately notify the Agency of any faults or Defects in any part of the MPDC System or the Enforcement Services;

(ii) promptly Respond and perform Restoration to rectify all faults or Defects the subject of a notification under clause 12.3(a)(i):

(A) in accordance with the requirements and timeframes set out in the Scope of Works and the affected Project Order; and

(B) within such time frame as required to ensure compliance with the Service Levels; and

(iii) comply with any reasonable direction of the Agency with respect to Restoration and the rectification of any fault or Defect, including any request for the provision of information.

(b) Restoration and the rectification of Defects or faults (and related work) carried out pursuant to this clause 12 (Equipment) by the Contractor, shall be at no cost to the Agency.

(c) If Restoration has not occurred, and any fault or Defect is not rectified, within the time required by clause 12.3(a)(ii):
(i) the Agency may be entitled to an adjustment of Service Fees under clause 14.2 (Service Fee Adjustments) if this results in the Contractor failing to meet a Service Level; and

(ii) the Agency may initiate an ad hoc audit or inspection under clause 33 (Inspection and audit) to investigate the extent of non-compliance. For the purposes of this clause 12 (Equipment), a fault or Defect in the MPDC System or the Enforcement Services will include any part of them which is not in accordance with this Agreement, including the MES Documents.

12.4 Modifications and changes to the MPDC System

(a) In addition to the Contractor’s obligations in the Scope of Works and Project Orders regarding maintenance, upgrades or changes to the MPDC System (including any Software forming any part of the MPDC System or Equipment), the Contractor must not make any changes to the MPDC System or any component of the MPDC System without:

(i) providing at least 8 weeks (or such shorter period as is reasonable in the circumstances) prior notification of the change;

(ii) promptly providing any information that the Agency may reasonably request in relation to the change;

(iii) complying with clause 11.8(c); and

(iv) obtaining the prior written approval of the Agency of such change.

(b) The Contractor must fully document all proposed changes (including version control) and include such documentation with the notice provided under clause 12.4(a).

(c) the Agency may require the Contractor to undertake all or any part of the Installation Services, including Acceptance Tests, in respect of the changed MPDC System.

(d) If the Contractor makes any changes to the MPDC System or any component of the MPDC System, the Contractor must ensure:

(i) such changes do not result in any reduction or degradation to the MPDC System and must not have a detrimental impact on the useability, functionality or security of any part of the MPDC System; and

(ii) the MPDC System continues to comply with the requirements of the MES Documents and this Agreement, and be Fit For Purpose.

12.5 Make good

(a) The Contractor must promptly make good any loss or damage to, or Defect or error in, the MPDC System or any part thereof (including damage to associated or proximate equipment or property) so that:

(i) the MPDC System complies with the MES Documents and this Agreement; and

(ii) there is minimal disruption to the MPDC System such that the Contractor continues to comply with its obligations under this Agreement.
(b) The Contractor must manage all repair and replacement activities subject to the direction of the Agency and so as to minimise the impact on the Services.

(c) If, as the result of any Services, loss or damage is caused to the property of the Agency or any Agency Bodies, the Contractor must promptly make good such loss or damage.

13 System Documentation

(a) The Contractor must accurately, adequately, clearly and concisely document:

(i) the MPDC System and Enforcement Services;

(ii) the Project Documents required by the Scope of Works and Project Orders;

(iii) the operating manuals used in relation to the MPDC System and Enforcement Services; and

(iv) the operation and maintenance information for the MPDC System,

(the **System Documentation**).

(b) The Contractor must, to the extent such documentation has not already been provided, provide the System Documentation to the Agency:

(i) in respect of System Documentation that does not relate to a specific Project Order or that relates to the Initial Project Orders (**Initial System Documentation**) on or before 28 February 2020; and

(ii) in respect of System Documentation that is specific to a Project Order (other than the Initial Project Orders) on or before the date by which the Camera System is required to be commissioned under that Project Order.

(c) The Contractor must ensure that the System Documentation remains current and relevant at all times during the Term.

(d) Throughout the provision of the Enforcement Services, the Contractor must provide amended System Documentation to the Agency:

(i) at 6 monthly intervals after the Service Start Date; and

(ii) within 10 Business Days after a significant change to the MPDC System, the Enforcement Services or the business rules, business or other processes relating to the MPDC System or Enforcement Services (whichever occurs first).

(e) Ownership and licensing of Intellectual Property rights in and to System Documentation is as set out in clause 25 (Intellectual Property).

14 Service Levels

14.1 Services to meet the Service Levels

(a) The Contractor must ensure that the Services and the MPDC System meet or exceed the Service Levels.
(b) The Contractor must continually monitor its compliance with, and ability to comply with, the Service Levels.

(c) The Contractor must measure and report on the Service Levels in accordance with the Scope of Works.

14.2 Service Fee Adjustments

(a) In each month where the Contractor fails to meet the Service Levels, the Service Fees for that month will be adjusted and the Contractor must apply the applicable Service Credit in accordance with the Scope of Works.

(b) Subject to clause 21.7(b), the Agency's entitlement to adjust Service Fees under clause 14.2(a) and to Service Credits is in addition to, and does not limit or affect, any other right or remedy the Agency may have in relation to the Contractor's failure to meet a Service Level.

14.3 Action Plan

If the Contractor becomes aware of a breach of clause 14.1(a) (Services to meet the Service Levels), the Contractor must promptly, and in any event within 3 Business Days of becoming aware, provide to the Agency an Action Plan in accordance with clause 6.8 (Action Plan).

14.4 Audit findings

Without limiting the Contractor's other obligations under this Agreement, if an audit conducted by the Agency, or a third party for the Agency, identifies observations of concern or corrective action requirements the Contractor must take such action as is necessary to remedy, or assist the Agency to remedy (as relevant) those non-conformances within the required timeframes.

15 Assessment of scope and risk

15.1 Assessment of scope of Services and Risks

The Contractor warrants and represents that prior to the Commencement Date it has done everything that would be expected of a prudent, competent and experienced contractor, service provider and project manager in:

(a) assessing the scope of the Services and the risks that it is assuming under this Agreement; and

(b) satisfying itself that the Service Fees will contain sufficient allowance for the full scope of the Services (including under all Project Orders) and protecting itself against any of these risks eventuating.

15.2 Contractor's own investigations

Without limiting clause 15.1 (Assessment of scope of Services and Risks), the Contractor warrants and represents that prior to the date of this Agreement it has:

(a) informed itself completely of the nature of the Services and materials and expertise necessary for the Services;

(b) informed itself of all regulatory requirements in relation to the Services; and
(c) obtained all appropriate professional and technical advice on all matters and circumstances in respect of the matters referred to in this clause 15.2.

15.3 Reliance

The Contractor acknowledges that the Agency has relied on the warranties and representations contained in this Agreement in entering into this Agreement.

15.4 Information provided

(a) The Contractor acknowledges that the Agency does not warrant, guarantee or make any representation about the accuracy, completeness or adequacy of, and owes no duty of care with respect to, any information, data and documents made available to the Contractor.

(b) The Contractor acknowledges that such information, data and documents are provided for information purposes only and do not form part of this Agreement.

(c) The Contractor must not disclose any information, data and documents the subject of this clause 15.4 to any third party and must not rely upon or otherwise use the information and data in the preparation of any information or document by or on behalf of the Contractor, including any information or document which is 'misleading or deceptive' or 'false and misleading' (within the meaning of those terms in sections 18 and 29 (respectively) of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010) (Cth), or any equivalent provisions of State or Territory legislation).

(d) To the extent permitted by Law, the Agency has no Liability nor will it be liable upon any Claim by the Contractor arising out of or in any way in connection with:

(i) the provision of, or the purported reliance upon, or use of, the information or data made available by or on behalf of the Agency to the Contractor, whether the Claim is made by the Contractor or any other person to whom the information or data is disclosed; or

(ii) a failure to provide any information or data to the Contractor.

(e) The Contractor acknowledges and confirms that it did not rely upon any representation, information or data made available, or provided to it, by the Agency in entering into this Agreement.

(f) The Contractor acknowledges and warrants that it did not rely on any representation or warranty made by or on behalf of the Agency that is not set out in this Agreement.

15.5 Review by the Agency

Notwithstanding any other provision of this Agreement:

(a) any review or approval of, comment upon or input into, by the Agency or any of the Agency's advisers or representatives, any material, documents or other information prepared or provided by the Contractor under or in connection with this Agreement;

(b) any inspection or testing by the Agency of the MPDC System, including testing under clause 10 (Certification and Testing); or

(c) any information set out in any Schedule,
will not relieve the Contractor of its responsibility for such material, document or information, the MPDC System, the Services, or of its obligations or liabilities under this Agreement and each Project Order. A failure by the Agency or any of the Agency's advisers or representatives to notify the Contractor of any defect in or concern associated with any such material, document or information or following any such inspection will not relieve the Contractor of its liabilities, or constitute a waiver of any of the Agency's rights, under this Agreement and each Project Order.

16 Subcontractors

16.1 Pre-approved Subcontractors

Subject to this clause 16 (Subcontractors), the Contractor may permit any entity in Schedule 8 (Pre-Approved Subcontractors) to perform part of the Services.

16.2 New Subcontractors

The Contractor must not permit any part of the Services to be performed by a Subcontractor or any person (other than itself or an entity in Schedule 8 (Pre-Approved Subcontractors)) unless:

(a) the Contractor has made prior application in writing to the Agency Representative containing:

(i) full particulars of the part of the Services it wishes to subcontract;

(ii) full particulars of the identity of the proposed Subcontractor and evidence of the proposed Subcontractor's compliance with clauses 16.3(a)(i), 16.3(a)(ii) and 16.3(b) (including specific details of and reference to the relevant sections of the subcontract); and

(iii) a copy of the proposed subcontract evidencing the proposed subcontractor's compliance with clause 16.3(b) (Terms applying to Subcontractors) (which may be redacted only to remove commercially sensitive information);

(b) the Agency Representative has (at its absolute discretion) provided written approval of the proposed Subcontractor and to the form of the subcontract within 15 Business Days of receipt of the application;

(c) if required by the Agency, a Step In Deed is executed by the Contractor and Subcontractor and released to the Agency for execution and dating; and

(d) the relevant part of the Services to be performed by a Subcontractor does not result in a Subcontractor (or its Personnel) obtaining access to any Personal Information, Incident Files or Images, which must at all times only be accessed by the Contractor and Contractor Personnel approved by the Agency.

16.3 Terms applying to Subcontractors

(a) The Contractor must ensure that, in relation to any Subcontractor:

(i) the Subcontractor is a reputable entity which:

(A) has sufficient experience, expertise and ability to perform its obligations to the standards required by this Agreement;
(B) has in place arrangements for ensuring the availability of appropriately skilled staff and resources to perform its obligations to the standards required by this Agreement; and

(C) is of sufficiently high financial and commercial standing to perform its obligations to the standards required by this Agreement;

(ii) the Contractor has:

(A) carried out such probity and criminal history investigations to report on the character, honesty and integrity of the Subcontractor and Personnel and persons associated with the Subcontractor as are reasonable in the circumstances to ensure that the Subcontractor is fit and proper for its involvement in the Services and has provided all details of those investigations to the Agency upon request; and

(B) sighted insurance policies held by the Subcontractor and ensured that they are equivalent to those required to be held by the Contractor under this Agreement; and

(iii) if requested by the Agency, the Agency Representative is provided with a copy of the executed subcontract with the Subcontractor as soon as possible after execution of the contract and is promptly provided with any amendments to such contracts during the Term (which may be redacted only to remove commercially sensitive information).

(b) The Contractor must ensure that any subcontract between the Contractor and a Subcontractor contains provisions consistent with the Agency's rights and the Contractor's obligations under this Agreement and at least contains provisions:

(i) stating that the Subcontractor cannot further subcontract any obligations or Services;

(ii) stating that the Subcontractor's consent is not required to any novation of the subcontract to the Agency or its nominee and that the Subcontractor will do all things necessary to give effect to such a novation if required;

(iii) giving effect to the Agency's rights (so that they are exercisable by the Agency against the Subcontractor) and imposing obligations on the Subcontractor that at least mirror the Contractor's obligations under clauses:

(A) 11.6 (Security of the MPDC System and the Data);

(B) 11.7 (Evidence creation and record retention);

(C) 16.4 (Step In Deed);

(D) 20 (Insurance);

(E) 25 (Intellectual Property);

(F) 27 (Temporary suspension of Services);

(G) 32 (Probity Events and investigations);

(H) 33 (Inspection and audit);
(l) 34 (Privacy);

(j) 35 (Confidential Information);

(k) 36 (Public disclosure); and

(l) 39 (Assignment).

(c) If the Agency is of the view that a Subcontractor should not be involved in the Services, the Agency may give notice to the Contractor requiring it to ensure that the Subcontractor is no longer involved in the Services and the Contractor must comply with any such notice as soon as possible and, in any event, within 5 Business Days of receiving such notice.

(d) Except in accordance with clause 16.3(c), the Contractor must not terminate its contract with any Subcontractor unless another person, in respect of which clauses 16.2 (New Subcontractors) and 16.3(a) have been complied with, is appointed to perform the obligations which were performed by that Subcontractor.

(e) Despite the provisions of this clause 16 and notwithstanding any subcontract or supply contract or approval to subcontract any part of the Services, the Contractor remains bound by the Contractor's obligations under this Agreement to perform the Services in accordance with this Agreement and will be vicariously liable for all acts, omissions and defaults of its Subcontractors or other suppliers relating to, or in any way connected with, the Services.

(f) The Contractor's obligations under this clause 16.3 apply in all circumstances of subcontracting by the Contractor and despite any approval or non-rejection of a subcontract or Subcontractor by the Agency under clauses 16.1 (Pre-approved Subcontractors) or 16.2 (New Subcontractors).

16.4 Step In Deed

(a) If required by the Agency at any time, the Contractor must ensure any Subcontractor (or proposed Subcontractor) and any party to a relevant subcontract executes a Step In Deed with the Agency and the Contractor either:

(i) if the Agency requests a Step In Deed after the subcontract has been entered into, within 10 Business Days after the Agency's request; and

(ii) if the Agency requests a Step In Deed before the proposed subcontract is entered into, before the Subcontract is entered into.

(b) The Contractor must comply with and procure any relevant Subcontractors comply with any Step In Deed. For the avoidance of doubt, the Contractor is not required to provide the Agency with access to the Contractor's IP under a Step In Deed.

17 Personnel

17.1 Key Personnel

The Contractor must:

(a) engage only those people specified in, and in the roles specified in, Schedule 7 (Key Personnel) for the period specified in Schedule 7 (Key Personnel) as Key Personnel;
(b) ensure that the Key Personnel devote their time and effort to the performance of their designated roles in the provision of the Services under this Agreement;

(c) not replace or terminate the employment of any of the people holding the roles specified in Schedule 7 (Key Personnel) without the prior written approval of the Agency;

(d) only engage other people in the roles specified in Schedule 7 (Key Personnel) with the prior written approval of the Agency;

(e) ensure any person who replaces any person in Schedule 7 (Key Personnel) is a person of at least equivalent ability, expertise and experience who is approved in writing by the Agency, with any such changeover handled to ensure the continuity of the Services; and

(f) within 15 Business Days of receiving notice from the Agency requiring it to do so, procure the removal of any of the persons holding any of the roles specified in Schedule 7 (Key Personnel), except in the case of any person whom the Agency considers to be a security or probity risk, in which case the Contractor must immediately procure the removal of the person upon receiving a notice from the Agency, and ensure that the person is not engaged in any role that is part of the Services without the prior written approval of the Agency.

17.2 Contractor Personnel

(a) The Contractor must only use Contractor Personnel who are appropriately trained and qualified to perform the Services and install, test, and maintain the MPDC System, and all Contractor Personnel must have appropriate experience and skills with:

(i) camera and related systems technology;

(ii) maintenance and repair of the MPDC System;

(iii) providing standardised and scheduled compliance analytics;

(iv) integrated data, video, Image analytics; and

(v) providing expert witness evidence in proceedings.

(b) Any person involved in the installation, maintenance, inspection, testing, repair or Certification of Approved Enforcement Devices must be certified as an Appropriate Inspection Officer to conduct such work, and be capable of undertaking:

(i) device testing and Certification as required by Road Transport Law; and

(ii) pre-verification activities as required by the Scope of Works.

(c) No person may be used by the Contractor to use or operate in any way an Approved Enforcement Device unless that person is authorised for that purpose as an Appropriate Inspection Officer in accordance Road Transport Laws and the requirements of the Scope of Works. A list of all Contractor Personnel trained by the Contractor to become Appropriate Inspection Officers must be provided to the Agency to enable their authorisation under Road Transport Laws at least 4 weeks before they are involved with any Services.

(d) The Contractor must:
(i) not employ or contract any person to carry out or to undertake any activities in relation to any part of the Services without the prior written approval of the Agency;

(ii) ensure all Contractor Personnel have the prior approval of the Agency before undertaking any secondary employment, and ensure that such secondary employment would not result in any actual or potential conflicts to the Agency’s interests;

(iii) ensure that all Contractor Personnel comply with all relevant probity rules and requirements set out in the following (as updated from time to time):

(A) the Contractor Personnel Code of Conduct;

(B) the NSW Government Code of Practice for Procurement; and

(C) Transport for NSW’s Statement of Business Ethics (which, as at Commencement Date, can be found here https://www.transport.nsw.gov.au/system/files/media/documents/2018/tfnsw-statement-of-business-ethics.pdf); and

(iv) maintain a full and adequate workforce on the Services until the last day of the Term.

(e) The Contractor indemnifies the Agency and the Agency Bodies in relation to any and all Claims made or instituted by any Contractor Personnel, including any Claims for remuneration, accrued entitlements, termination entitlements (howsoever described and including any severance or redundancy entitlements), unfair dismissal claims or equal opportunity claims.

17.3 Background checks

(a) The Contractor must:

(i) conduct criminal record and background checks (Background Checks) on the Contractor’s Personnel involved in the performance of the Services prior them being involved in the Services; and

(ii) not use any Contractor Personnel in the performance of the Services who do not meet the requirements specified by the Agency (acting reasonably) from time to time, including in any applicable Agency Policies (Personnel Requirements).

(b) The Contractor must give the Agency the results of any Background Checks it conducts within 2 Business Days of receipt of the results.

(c) The Agency may conduct such investigations and background checks as the Agency considers appropriate into Contractor Personnel including at any time carry out the background checks referred to in clause 17.3(a) itself (Agency Checks).

(d) From time to time the Agency may (acting reasonably) request assistance relating to the Agency Checks. The Contractor must provide all assistance relating to the Agency Checks requested by the Agency promptly after the Contractor receives that request. If an Agency Check shows that a member of the Contractor Personnel does not meet the Personnel Requirements, the Agency must advise the Contractor as soon as possible.
(e) The Contractor must obtain all necessary consents from Contractor Personnel to enable the Background Checks and the Agency Checks referred to in this clause 17.3. If the Contractor is unable to obtain such consent from a person, then, unless the Agency agrees otherwise, the Contractor must not engage that person to perform, or remove that person from performing, the Contractor’s obligations under this Agreement and provide a replacement who is acceptable to the Agency.

17.4 Probity Investigations

The Contractor must prior to employing or contracting any person to carry out or to undertake any activities in relation to any part of the Services:

(a) obtain in writing consent from the person for a Probity Investigation to be undertaken (such consent to include all matters required by Law or the Agency) and provide those consents to the Agency;

(b) carry out a Probity Investigation with respect to the person; and

(c) provide details of that Probity Investigation to the Agency for review.

17.5 Ongoing Probity Investigations

(a) The Agency may at any time require the Contractor to:

(i) conduct a Probity Investigation; or

(ii) provide all necessary assistance to the Agency or its Personnel to allow the Agency to conduct a Probity Investigation,

in respect of any Contractor Personnel or any person with any interest or involvement in any Relevant Company (including directors, officers and shareholders) and the Agency will at the time advise the Contractor in writing of those persons for whom the Agency requires the Contractor to conduct a Probity Investigation or in respect of whom the Agency wishes to conduct a Probity Investigation.

(b) The Agency will require the Contractor to obtain the written consent to a Probity Investigation from all Contractor Personnel or any person with any interest or involvement in any Relevant Company (including directors, officers and shareholders) on whom the Agency advises the Contractor it requires a Probity Investigation, and a copy of all consents and other information required by the Law and by the Agency must be provided to the Agency.

(c) The Contractor must pay to the Agency, on presentation of an invoice by the Agency, all expenses reasonably incurred by the Agency in carrying out any Probity Investigation under this clause 17 (Personnel).

17.6 Confidentiality undertaking

Where required by the Agency, the Contractor must ensure that Contractor Personnel sign a confidentiality undertaking in favour of the Agency in the form set out in Schedule 12 (Confidentiality Deed Poll) or in such form as is otherwise notified by the Agency from time to time prior to carrying out any part of the Services, and must provide those signed confidentiality undertakings to the Agency as soon as possible and in any event within 5 Business Days of the date on which they are signed.
17.7 Removal or replacement

(a) The Agency (acting reasonably) may at any time request the Contractor to replace any member of the Contractor Personnel stating the reasons for the requirement.

(b) Subject to clause 17.7(c), where the Agency requests the replacement of member of the Contractor Personnel:

(i) the parties will promptly meet to discuss the Agency's concerns; and

(ii) if, after those discussions, the Contractor cannot demonstrate to the Agency's satisfaction (acting reasonably) that it is able to address the Agency's concerns in a reasonable timeframe, the Contractor must remove the person and replace with someone who is acceptable to the Agency.

(c) Where the Agency requests the removal or replacement of member of the Contractor Personnel due to any one of the following reasons:

(i) a Background Check or the Agency Check shows that person does not meet the Personnel Requirements;

(ii) a contravention of a Law or any Agency Policies by that person;

(iii) serious misconduct by that person;

(iv) a Probitly Investigation has identified that person is not a fit and proper person to be involved in the Services; or

(v) that person is not performing their role adequately or are engaging or have engaged in improper conduct or in a manner that may compromise the confidentiality of the Data or the Services,

the Contractor must remove the person immediately after receiving a notice from the Agency, and ensure that person is not engaged in any role that is part of the Services without the prior written approval of the Agency, and replace that person with someone who is acceptable to the Agency.

17.8 Contractor responsible for Contractor Personnel

Except to the extent the Agency is required to pay costs under clause 30.2(c) (Termination payments), the Contractor acknowledges and agrees that the Agency has no obligation under this Agreement or otherwise (at any time) to meet any Liability arising on termination of employment of any Contractor Personnel (whether by way of an obligation to any Contractor Personnel directly or by way of compensation to the Contractor) and the Contractor releases, waives and forever discharges the Agency in relation to any such Liability and indemnifies the Agency with respect to any Claims by Contractor Personnel arising out of or in connection with the termination of their employment, including arising from the expiry or termination of this Agreement.

18 Payments

18.1 Service Fees

(a) In consideration of the Contractor performing the Enforcement Services under a Project Order in accordance with the provisions of this Agreement, the Agency must pay to the Contractor the Service Fees set out in the relevant Project Order.
(b) The Contractor acknowledges and agrees that:

(i) the Service Fees payable under clause 18.1(a) include an amount attributable to the Contractor’s costs of providing the Installation Services the subject of the relevant Project Order; and

(ii) the Contractor is not entitled to any further payment whatsoever in respect of the Contractor’s costs of providing the Installation Services the subject of the relevant Project Order.

18.2 Fees are inclusive

(a) Except as expressly set out in this Agreement, the Service Fees include all costs and expenses relating to the Services and the Contractor’s performance of its obligations under this Agreement and the Project Orders, and no further amounts will be payable by the Agency in respect of such performance.

(b) For the avoidance of doubt, the Agency is not required to pay:

(i) any incidental expenses that the Contractor incurs in providing the Services including travel and accommodation or document or report production (including printing costs), postage or courier fees, or any other overheads including wages, rental and taxation;

(ii) hardware, software or equipment maintenance or licensing, replacement or support costs or telecommunications charges; or

(iii) any amount for services provided or costs incurred by the Contractor prior to entry into this Agreement.

18.3 Monthly Invoice

(a) The Contractor must submit to the Agency a Monthly Invoice no later than on the 10th day of the following month itemising:

(i) the relevant purchase order number;

(ii) the Service Fees applicable for that month, including to which Project Order the Service Fees apply; and

(iii) the amount by which the Service Fees are to be adjusted in accordance with clause 14.2 (Service Fee Adjustments).

(b) Each Monthly Invoice must be a GST tax invoice and must be accompanied by:

(i) a report which contains:

(A) sufficient data to enable the Agency and the Contractor to verify the computation of the amounts payable, including a reconciliation report showing the Services rendered;

(B) a Service Level report detailing performance against the Service Levels as required by section 11.3(a) (Service Level Reporting and remedies for Service Level failure) of the Scope of Works;

(C) any non-compliance reports and/or recommendations; and
(D) such other information as is required by the Agency from time to time; and

(ii) a completed Contractor’s Statement.

(c) If this Agreement is terminated during the Term, the Contractor must submit a Monthly Invoice and completed Contractor’s Statement within 5 Business Days after the date of termination prepared in accordance with clause 18.3(b), for the period up to the date of termination.

18.4 Payments

(a) If the Agency does not dispute any aspect of a Monthly Invoice, it must within 30 days after receipt of the Monthly Invoice pay to the Contractor the amount set out in the Monthly Invoice.

(b) If the Agency disputes any aspect of a Monthly Invoice, it must within 30 days after receipt of the Monthly Invoice pay to the Contractor all undisputed amounts in respect of that Monthly Invoice and refer the matter to the Dispute Resolution Procedure.

(c) The Agency will not be required to make part payment under an invoice that is disputed (Disputed Invoice). However, the Contractor has the right to cancel a Disputed Invoice and re-issue a new invoice with a reconciled amount that does not contain the disputed amounts in accordance with an invoicing process specified by the Agency.

(d) Payment of a Monthly Invoice or any sum by the Agency does not in any way prejudice the Agency’s rights in respect of any Service which is subsequently found to be defective or not performed in accordance with this Agreement or the relevant Project Order (Defective Service). The Agency will be entitled to, at its election:

(i) a reimbursement of any Service Fees paid for any Defective Service, and the Contractor will immediately repay such sum on demand from the Agency; or

(ii) set off the Services Fees paid for any Defective Service against any future Monthly Invoices received from the Contractor.

18.5 CPI Adjustments

(a) Subject to paragraph (b), the fees set out in the Fee Schedule may be adjusted with effect from each anniversary of the Commencement Date by an amount which reflects the change in the CPI over the previous year.

(b) CPI for the purposes of this clause 18.5 means the Consumer Price Index (all groups, NSW) as published by the Australian Bureau of Statistics, or its successor.

19 Taxes

19.1 Taxes

Subject to clause 19.4 (GST), the Contractor is responsible for all Taxes arising from or relating to this Agreement and must pay Taxes which are imposed on the Contractor, directly to the applicable Relevant Authority, on or before the latest date that the Tax is due for payment without incurring any penalty or additional tax for late payment.
19.2 Evidence of payment

Where the Contractor pays Taxes imposed on the Agency under clause 19.1 (Taxes), the Contractor must provide to the Agency within 2 Business Days of payment notification evidencing, to the satisfaction of the Agency, the full and timely payment of the relevant Taxes.

19.3 Indemnity

The Contractor indemnifies the Agency against any Loss that the Agency suffers or incurs as a result of the Contractor failing to meet its obligations under clause 19.1 (Taxes).

19.4 GST

The parties agree that:

(a) unless expressly stated otherwise, all amounts payable by the Agency to the Contractor under this Agreement are exclusive of GST;

(b) if a supply under this Agreement is subject to GST, and the consideration payable or to be provided for the supply is not inclusive of GST, the party receiving the supply must pay to the party making the supply an additional amount equal to the Amount of Consideration multiplied by the applicable GST rate;

(c) the additional amount is payable at the same time that the consideration for the supply is payable;

(d) if the additional amount differs from the amount of GST payable by the party making the supply, the parties must adjust the additional amount; and

(e) if a party is entitled to be reimbursed or indemnified under this Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

19.5 Withholding tax

If a Law requires the Agency to deduct an amount in respect of Taxes from a payment under this Agreement, then:

(a) the Agency agrees to deduct the amount for the Taxes; and

(b) the Agency agrees to pay an amount equal to the amount deducted to the applicable Relevant Authority as required by applicable Law and give the original receipts to the Contractor.

20 Insurance

20.1 Insurance

Before the Commencement Date, the Contractor must obtain on terms commercially available and thereafter maintain the policies of insurance, for the risks identified, and for the periods of time, set out in Schedule 5 (Insurance).
20.2 Evidence of insurance

On each anniversary of the Commencement Date, and promptly on request by the Agency, the Contractor must provide certificates of currency proving that the policies of insurance required under this Agreement have been effected and are current. A certificate of currency provided under this clause 20 (Insurance) must be issued by the insurance company providing insurance and must contain all details reasonably requested by the Agency, including a summary of all risks covered and any exclusions.

20.3 Contractor notification

The Contractor must notify the Agency within 2 Business Days of any event which affects or may affect the Contractor’s compliance with this clause 20 (Insurance), including any cancellation of a policy or reduction of limit of coverage below that required by this Agreement.

21 Indemnity and limitation of liability

[Redacted]

22 Changes to Services

22.1 Consent to Change the Services

The Contractor must not make any change to the MPDC System or the Services without the Agency’s prior written consent.

22.2 Changes

The Agency may from time to time require that:

(a) a Service be varied, increased or decreased (in scope or volume);
(b) a Service Level be varied; and/or
(c) the Contractor provides a new service which does not form part of the Services, as it relates to this Agreement or a Project Order (collectively “Change”).

22.3 Change Request

(a) If required by the Agency, the Contractor must submit to the Agency a written proposal (Change Request) relating to a proposed Change within such reasonable period as the Agency requests.

(b) The Change Request must be submitted in a form substantially similar to the Change Request at Schedule 9 (Form of Change Request) and must:
(i) be reasonable;
(ii) be consistent with the Agency Objectives;
(iii) contain a detailed description of the proposed variation to existing Services;
(iv) detail the impact of the proposed Change on Sites, Fixed Camera Systems and/or Transportable Camera Systems;
(v) contain a timeline for commencement of the Change, including any significant milestones;
(vi) detail the resource implications, including any new resources to be provided by the Contractor and any Agency resources required;
(vii) detail the impact of the proposed Change on the Service Fees (determined in accordance with the Schedules);
(viii) detail the impact of the proposed Change on other Services;
(ix) detail the impact of the proposed Change on Service Levels;
(x) detail the overall financial and operational impact on the Contractor of the Change, including any one off and recurring or ongoing impact on Services and Service Fees;
(xi) detail any required amendments to the Scope of Works or a Project Order; and
(xii) contain any other information required by the Agency.

22.4 Acceptance of a Change Request

(a) The Agency may accept or reject any Change Request submitted by the Contractor or require that the parties negotiate in good faith to agree variations to the Change Request. If the Agency has not responded to a Change Request within 15 Business Days of the date it was submitted by the Contractor, the Agency will be deemed to have rejected the Change Request.

(b) If the Agency wishes to accept a Change Request, the parties must sign the Change Request and on and from the date it is signed by both parties this Agreement will be amended in accordance with the Change Request.

(c) A Change Request is not binding on the parties unless and until it is signed by authorised officers of both parties. The Contractor must not implement any draft Change Request until the Agency has signed the Change Request.

(d) The Contractor must bear its own costs of preparing, submitting, negotiating and implementing any Change Request.

23 Force majeure

(a) Subject to clause 23(b), neither party to this Agreement will be liable for any failure or delay in performing its obligations under this Agreement or any Project Order to the extent such failure or delay is caused by a Force Majeure Event.

(b) The Contractor may only rely on clause 23(a), if:
(i) the failure or delay could not have been prevented by reasonable precautions, or could not have reasonably been circumvented by the Contractor by means of alternate sources, workarounds or other means (including by performance of the Contractor’s business continuity or disaster recovery obligations under clause 11.10 (Business Continuity));

(ii) the Contractor is not required under this Agreement or any Project Order to provide for the Force Majeure Event;

(iii) the Contractor has followed and complied with all relevant processes, procedures and requirements under this Agreement and the MES Documents that apply when the Enforcement Services are contemplated to be performed during natural events or during particular weather conditions; and

(iv) the Contractor otherwise takes all reasonable steps to mitigate the impact of the failure or delay.

(c) The Agency may terminate this Agreement and/or any affected Project Order by notice to the Contractor if any Force Majeure Event has the result that:

(i) Acceptance under a Project Order is delayed by more than 30 days past the relevant Milestone Due Date; or

(ii) the Contractor fails to deliver the Enforcement Services under a Project Order in accordance with this Agreement and the affected Project Order for more than 30 days.

24 Contractor’s representations and warranties

24.1 General warranties

The Contractor makes the following representations and warranties for the benefit of the Agency:

(a) it has the level of skill, knowledge, expertise, resources and ability that may reasonably be expected of a corporation experienced in carrying out work as advanced and complex as the Services to be undertaken under this Agreement;

(b) the Services will be performed with due care and skill, in a proper and professional manner consistent with Industry Practice and will be Fit For Purpose;

(c) the Services will comply with all applicable standards and specifications set out in this Agreement;

(d) it has reviewed the requirements for the format and detail of records to be maintained at all times pursuant to this Agreement and it has instituted or will institute the preparation and maintenance of such records;

(e) no contamination (including viruses, worms, trojans or other latent defects or errors) or disabling code will be introduced into any of the Agency Bodies’ systems as a result of any act or omission of the Contractor, Contractor Personnel or Subcontractors;

(f) it does not enter into this Agreement or any Project Order in the capacity of trustee of a trust or settlement and will not act at any time during the Term as trustee of a trust or settlement;

(g) it will not engage in any conduct that is misleading or deceptive or likely to mislead or deceive.
(h) each representation and warranty made by it in this Agreement, any Project Order and any other document executed pursuant to this Agreement is true, complete, accurate and correct;

(i) all information, representations and other matters of fact communicated in writing to the Agency or its Personnel in connection with the RFP Response or in the course of subsequent communications in respect of this Agreement were and remain true, complete, accurate and correct in all respects;

(j) it has not withheld from the Agency any document, information or other factual material relevant to the decision of the Agency to enter into this Agreement and any Project Order;

(k) all Contractor Personnel performing Services will have the necessary licences, qualifications, credentials and expertise and must otherwise be fully qualified to perform the Services to which they are assigned;

(l) no litigation, arbitration, Tax claim, dispute or administrative or other proceeding (that has not been disclosed to the Agency in writing) has been commenced or, to its knowledge, threatened against it or any Related Body Corporate which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement, and in particular, there is no outstanding product liability or workers compensation claim;

(m) it will immediately notify the Agency of the occurrence of, or the pending or threatened occurrence of, any event of which it is aware that may cause or constitute a breach of any of the representations, warranties or covenants contained or made in connection with this Agreement, including any event that may result in a material adverse change in the business of the Contractor or may affect the financial viability of the Contractor's business;

(n) it is not in default of its obligations under this Agreement;

(o) neither it nor any of its assets enjoys any immunity from set-off, suit or execution; and

(p) it does not hold any office or possess any property, is not engaged in any business, trade or calling, and does not have any obligations under any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with its duties and interests under this Agreement.

24.2 Power, Authorisations and Laws

The Contractor makes the following representations and warranties for the benefit of the Agency:

(a) it is duly incorporated and is validly existing under the Laws of its jurisdiction of incorporation and it has the requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted;

(b) it has in full force and effect all authorisations necessary to enter into and perform its obligations under this Agreement and each Project Order;

(c) it has power to enter into and perform its obligations under this Agreement and each Project Order, to carry out the transactions that this Agreement contemplates
will be carried out by the Contractor, and to carry on its business, and the entry into this Agreement and each Project Order by it is a proper exercise of power;

(d) the execution, delivery and performance of this Agreement and each Project Order by it does not:

(i) violate in any respect a provision of its Constitution or any Law or official directive that is binding on it;

(ii) violate in any respect a provision of any other document or agreement to which it is a party; or

(iii) cause a limitation on its powers or the powers of its directors or other officers to be exceeded;

(e) its obligations under this Agreement are legal, valid and binding and are enforceable against it and, in accordance with its terms, subject to the availability of equitable remedies and, to the extent applicable, Laws relating to the enforcement of creditor's rights; and

(f) it has or will obtain all required Approvals, licences, professional ability, skills, capacity and financial resources, and has available or will obtain the necessary Equipment, materials, tools and facilities, to perform its obligations in accordance with the requirements contained in this Agreement.

24.3 Probity warranties

The Contractor represents and warrants that:

(a) it will act honestly and fairly when carrying out the Services, and when dealing with third parties in relation to the carrying out of the Services, under this Agreement;

(b) it has not engaged in any uncompetitive behaviour or other practice that has denied or may deny legitimate business opportunities to other participants in the process that led to the award of this Agreement, including:

(i) the payment of unsuccessful tender fees; or

(ii) the payment to any third party of money, incentives or other concessions contingent upon the success of the RFP Response which do not relate to the provision of bona fide services relevant to the object of the RFP Response;

(c) it will be ethical and impartial when carrying out the Services under this Agreement and when dealing with third parties in relation to the carrying out of the Services; and

(d) it will act honestly, fairly and impartially in relation to all potential suppliers of goods, work or services to the Agency.

24.4 Fit For Purpose

The Contractor represents and warrants that the:

(a) Equipment;

(b) MES Documents;
(c) MPDC System; and

(d) the Services,

will comply with the requirements of this Agreement and be Fit For Purpose on the date required by the relevant Project Order and for the remainder of the Project Order Services Period.

24.5 Services

The Contractor represents and warrants that it will provide the Services with due care and skill, in a proper and professional manner consistent with Industry Practice and in accordance with this Agreement.

24.6 Equipment

The Contractor represents and warrants that:

(a) it will supply the Equipment in accordance with Industry Practice and this Agreement; and

(b) the Equipment will:

(i) be in good working order; and

(ii) comply with all requirements of this Agreement.

24.7 MPDC System

The Contractor represents and warrants that, in relation to the MPDC System:

(a) it has checked and carefully considered the MES Documents and considers the MES Documents and System Documentation proper, adequate and Fit For Purpose;

(b) it has checked and carefully considered the RFP Response and considers the RFP Response is proper, adequate and fit for purpose;

(c) the design of the MPDC System will be completed in accordance with the requirements of this Agreement, and:

(i) the design will be consistent with the specific functions that the Agency and the Agency Bodies must perform in relation to the processing and enforcement of Offences, both legislative and otherwise; and

(ii) development and installation in accordance with such design will be in accordance with the standards required by this Agreement;

(d) the design and development of the MPDC System will be undertaken in accordance with the requirements of this Agreement, and will enable the Contractor to provide the MPDC System in accordance with the standards required by this Agreement, including Industry Practice;

(e) it has made its own review and evaluation of the suitability and accuracy of the information or data referred to in this clause 24.7 without reliance on the Agency;
(f) it will develop, deliver, install and commission the MPDC System in accordance with the MES Documents, Industry Practice and the System Documentation; and

(g) the MPDC System will enable the Contractor at all times during the Term to provide the Enforcement Services so that the Enforcement Services comply with this Agreement.

24.8 Repetition of warranties

The representations, warranties and acknowledgments in this clause 24 (Contractor’s representations and warranties) and clause 25 (Intellectual Property) are taken to be made on the Commencement Date and continue on each day until the expiry or termination of this Agreement and all Project Orders.

25 Intellectual Property

25.1 Ownership of IP

Subject to clause 25.6 and unless otherwise set out in this Agreement or any Project Order, all title, interest and Intellectual Property Rights in all Licensed Intellectual Property, the Developed Intellectual Property, System Documentation, Equipment IP and the Existing Tools belongs to, remains with and vests immediately upon creation (as applicable) in the Contractor.

25.2 Warranty by Contractor

The Contractor represents and warrants that:

(a) it has all appropriate licences of, or title to, all Intellectual Property that is required by it for the purpose of its obligations under this Agreement;

(b) any other entity that performs obligations under this Agreement on behalf of the Contractor (including the Subcontractors) has all appropriate licences of, or title to, all Intellectual Property that is required for that purpose;

(c) the Existing Tools, Developed Intellectual Property, Licensed Intellectual Property, System Documentation and Equipment IP are all the Intellectual Property that is required to operate and maintain the MPDC System and to provide the Services;

(d) it has authority to assign all Intellectual Property rights assigned to the Agency under this Agreement (including all Intellectual Property rights in Data assigned under clause 25.6 (Rights In Data));

(e) it has authority to license all Intellectual Property rights licensed to the Agency and other Agency Bodies under this Agreement (including all Intellectual Property rights licensed under clause 25.4 (Rights licensed to the Agency));

(f) no third party rights or interests will affect the enjoyment of the benefit of the licences granted in this clause 25 (Intellectual Property) or the rights assigned under this clause 25 (Intellectual Property);

(g) it has obtained all third party licences necessary to grant the licenses granted in this clause 25 (Intellectual Property) and to assign the rights assigned in this clause 25 (Intellectual Property); and
(h) none of the:

(i) provision or performance of the Services, nor anything arising from the provision or performance of the Services; and

(ii) MPDC System, nor any use of the MPDC System,

infringes or will infringe any rights, including any Intellectual Property or Moral Rights, of any third party.

25.3 Infringements

(a) If either party:

(i) becomes aware of a Claim by a person that use of any of the Intellectual Property relating to the MPDC System or the Services, infringes or amounts to a misuse of the Intellectual Property or other rights of a third party; or

(ii) believes that the Agency or the Contractor may have a Claim against a person for infringement or misuse of any of the Intellectual Property in the MPDC System or the Services,

it must promptly provide the other party with notice of the alleged Claim.

(b) Notwithstanding clauses 21.2 (IPR Indemnity) and 25.2 (Warranty by Contractor), if as a result of any alleged infringement or threatened infringement of Intellectual Property, the Agency, the Contractor, or any other entity performing Services is stopped (whether by court order or otherwise) from using or exploiting Intellectual Property it had been using or exploiting or was proposing to use or exploit to perform or receive the Services, the Contractor must (at the Agency’s election):

(i) secure for the Agency the right to continue using or exploiting such Intellectual Property; or

(ii) replace such Intellectual Property with equivalent non-infringing Intellectual Property; or

(iii) modify any materials, equipment, Software, devices or processes so that they become non-infringing but with substantially the same or better functionality; or

(iv) where none of the above is possible, remove any materials, Equipment, Software, devices or processes that are infringing, and refund sums paid for them without prejudice to any other rights of the Agency.

(c) If the amount of time necessary to proceed with one of the options set out in clause 25.3(b) is deemed excessive by the Agency, the Agency may direct the Contractor to select another option and the Contractor must comply with that direction.

(d) The steps required for the Contractor to comply with its obligations under clause 25.3(b) are at the Contractor’s sole cost and expense.

25.4 Rights licensed to the Agency

(a) The Contractor grants to the Agency and the other Agency Bodies (and each of their Personnel) a royalty-free, non-exclusive licence to use the Licensed
Intellectual Property, the Developed Intellectual Property, System Documentation, Equipment IP and the Existing Tools to the extent necessary for them:

(i) to receive and utilise the Services; and

(ii) to undertake Compliance Action, including using Images and Incident Files for such purpose.

(b) The licence granted in clause 25.4(a):

(i) arises in respect of each component of Licensed Intellectual Property, Developed Intellectual Property, System Documentation, Equipment IP and the Existing Tools upon the later of the date of this Agreement or upon the creation of each component of any relevant Intellectual Property;

(ii) is transferable in accordance with clause 39.2(a);

(iii) continues for the Term and any Project Order Service Period and for such period after the expiration of the Term and any Project Order Service Period to facilitate Compliance Action and enforcement of Road Transport Laws; and

(iv) may be sub-licensed, provided the rights sub-licensed are consistent with and no greater than the rights licensed under the licence.

25.5 Moral Rights

The Contractor undertakes, represents and warrants, that it will obtain from all holders of Moral Rights in any Developed Intellectual Property, Licensed Intellectual Property, Software and Firmware or other material provided by the Contractor under this Agreement, consent to the following specific acts or omissions by the Agency and its successors, assigns or sub-licensees:

(a) reproducing, publishing, adapting or communicating the Developed Intellectual Property, Licensed Intellectual Property, Software or Firmware, reports and other materials to the public without attributing their authorship or otherwise identifying the author; and

(b) subjecting the material to derogatory treatment.

25.6 Rights In Data

(a) All title, interest and Intellectual Property Rights in all Data belongs to and vests immediately upon creation in the Agency.

(b) The Contractor hereby assigns absolutely (and shall procure that all Contractor Personnel and Subcontractors assign absolutely) to the Agency, by way of present assignment of all existing and future property, rights, title and interest, all Intellectual Property Rights in all Data.

25.7 Rights granted to Contractor

The Agency grants to the Contractor a revocable, non-transferable licence to use the Data for the Term solely for the purposes of fulfilling its obligations under this Agreement.
25.8 Physical material

The Contractor must, at its own cost, deliver, from time to time or on request of the Agency during the Term and upon termination or expiry of this Agreement or a Project Order, such physical media embodying the:

(a) Data; and

(b) Developed Intellectual Property.

26 Operational compliance

26.1 Employee relations

(a) The Contractor must carry out the Services in a manner that minimises the risk of disruption due to disputes between the Contractor and its employees.

(b) The Contractor is solely responsible for its employees and must manage all aspects of its relationship with its employees and prevent any disruption to the Services, using the highest standard of skill, care and diligence. The Contractor acknowledges and agrees that the amount payable to the Contractor under this Agreement is inclusive of the costs of dealing with employee relations matters and the Contractor must not make any Claim and will not be entitled to any extension of time as a result of managing employee relations issues or for any Claim, Loss or Liability suffered or incurred arising out of or relating to any industrial disputes with its employees.

(c) The Contractor must ensure that at all times it complies with the Applicable Industrial Instruments and Legislation and all other obligations it may have to its employees and Subcontractors.

(d) The Contractor must provide to the Agency Representative prior to commencing the Services a copy of all of the Applicable Industrial Instruments.

(e) The Contractor must indemnify the Agency against any Claim, Loss, or Liability suffered or incurred as a result of any disputes with its employees that arise as a result of:

(i) a breach of this Agreement by the Contractor; or

(ii) an act or omission of the Contractor.

26.2 Employment policy

Without limiting any of the Contractor’s obligations under this Agreement, the Contractor must not, and must ensure that its Subcontractors do not:

(a) engage in any unethical work practices; or

(b) engage any employees upon terms and conditions which do not comply with the Applicable Industrial Instruments and Legislation.

26.3 Work, health and safety

(a) The Contractor must:
(i) carry out the Services in a safe manner on premises that are safe, using proper and safe plant and Equipment, employing systems of work that are safe and for which there is adequate instruction, training and supervision;

(ii) ensure that all Subcontractors and Contractor Personnel carry out the Services in a safe manner on premises that are safe, using proper and safe plant and Equipment, employing systems of work that are safe and for which there is adequate instruction, training and supervision; and

(iii) carry out the Services in a manner that fully complies with:

(A) all Laws including the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2017 (NSW);

(B) the work health and safety requirements set out in the Scope of Works and this Agreement;

(C) the requirements of the 'NSW Government WHS Management Systems Guide';

(D) all the Agency's policies and procedures with regards to work health and safety as provided to the Contractor; and

(E) all other applicable Laws, codes of practice and Australian Standards that are relevant to the safe performance of the Services.

(b) For the purposes of all applicable Laws relating to work health and safety, it is acknowledged and agreed that all persons employed or engaged by the Contractor and all Subcontractors engaged by the Contractor to carry out the Services will in all respects be under the control and direction of the Contractor and not the Agency.

(c) Without derogating from or limiting the Contractor's responsibility for carrying out the Services, where the Contractor is in default of its obligations under clause 26.3(a), the Agency may take whatever action it reasonably considers necessary to protect any person or property, including any part of the MPDC System. Any costs incurred by the Agency in taking such action will be a debt immediately due and payable by the Contractor to the Agency.

(d) Without limiting clause 6.6 (Meetings of the Project Group), the Contractor must consult, co-operate and co-ordinate with the Agency regarding work health and safety matters relevant to the Services.

(e) The Contractor must maintain and provide to the Agency records or information regarding health and safety matters arising in connection with the Services, including records of any Health and Safety Incident, as required by the Agency from time to time.

(f) Following a Health and Safety Incident in connection with the Services the Contractor must:

(i) comply with any notification obligations required under the Work Health and Safety Act 2011 (NSW);

(ii) immediately upon becoming aware of the Health and Safety Incident, notify the Agency of that incident;
(iii) without limiting clause 6.8 (Action Plan), undertake a risk assessment in relation to the Health and Safety Incident and ensure all reasonably practicable control measures identified during that risk assessment are implemented to eliminate, so far as is reasonably practicable, any risk of a similar incident occurring again;

(iv) maintain any records relating to the Health and Safety Incident; and

(v) if requested by the Agency, provide the Agency with a written report of the Health and Safety Incident.

26.4 Quality Assurance Program

(a) The Contractor must develop a quality assurance plan to cover all of the Services, including the operation and maintenance of the MPDC System and the provision of the Enforcement Services, which must be in a form satisfactory to the Agency (Quality Assurance Plan).

(b) The Contractor must implement and comply with the Quality Assurance Plan in carrying out the Services under this Agreement.

(c) The Contractor must throughout the Term update and maintain the Quality Assurance Plan.

(d) The Contractor will not be relieved of any Liability under this Agreement as a result of:

(i) compliance with the quality assurance requirements under this Agreement; or

(ii) anything which the Agency does or does not do with respect to the quality assurance requirements under this Agreement.

(e) The Contractor obligations under this clause 26.4 are in addition to and without prejudice to the Contractor’s obligations under section 6.5 (Quality Management) of the Scope of Works.

27 Temporary suspension of Services

(a) At any time for convenience, or if the Agency, acting reasonably, is of the view that:

(i) an event of default has occurred, being any event specified in clause 28.1 (Termination by Agency for Contractor breach and specific events) or an if an Event of Insolvency occurs;

(ii) a Probity Event has occurred in respect of the Contractor or any Relevant Company;

(iii) the Contractor fails to achieve Acceptance by the relevant Milestone Due Date under a Project Order;

(iv) it has the right under clause 8.9(d)(ii) (Delay) to exercise a right of step-in; or

(v) the Contractor’s operations under this Agreement are preventing or impairing;
(A) the detection of Offences;
(B) Compliance Action and enforcement of Road Transport Laws;
(C) the enforcement of penalty notices, court attendance notices, official
cautions, fines or warrants; or
(D) the efficient functioning of any court,
then the Agency may:

(vi) by notice to the Contractor, immediately stop or suspend all or any portion of
the Services for such period as the Agency deems necessary; or

(vii) temporarily or permanently reduce the number of Sites or Transportable
Camera Systems as determined by the Agency in its absolute discretion.

(b) If the Agency takes any action under clause 27(a)(vi) or 27(a)(vii), then, without
prejudice to any of its other remedies:

(i) the Agency’s obligations to pay any Service Fees will be reduced
proportionally to the extent to which the Contractor is no longer providing the
Services, except where work is suspended by the Agency for convenience in
which case the Agency will continue to pay any applicable Services Fees; and

(ii) the Contractor will reimburse the Agency for any costs and expenses
incurred by the Agency in taking such actions.

(c) If work is suspended under clause 27(a)(vi):

(i) the Contractor must comply immediately with the notice of the Agency to
suspend the Services wholly or in part. The suspended work will be resumed
when the Contractor is provided with written direction from the Agency to
resume the Services;

(ii) the Contractor will not be entitled to an extension of time for such
suspensions; and

(iii) the Contractor will not be relieved of its other responsibilities under this
Agreement, except to the extent that such other obligations cannot be
performed as a result of the partial suspension.

(d) The Contractor must provide any necessary assistance to the Agency in the
exercise of its rights under this clause 27 (Temporary suspension of Services) and
will ensure that its Subcontractors and Contractor Personnel do the same.

28 Termination for cause

28.1 Termination by Agency for Contractor breach and specific events

(a) The Agency may terminate this Agreement (in whole or in part) or, at the Agency’s
option, any or all Project Orders, immediately by giving notice to the Contractor if:

(i) the Contractor is in Material Breach of this Agreement and such breach is
not capable of remedy or the Contractor fails to remedy the breach within 10
days of receipt of a notice from the Agency specifying the breach and requiring the breach to be remedied;

(ii) a Service Level Termination Event occurs;

(iii) the Contractor breaches any Law relevant to the supply of the Services;

(iv) the Contractor fails to comply with any of clause 16 (Subcontractors), clause 25 (Intellectual Property), clause 34 (Privacy), clause 35 (Confidential Information) or clause 39 (Assignment);

(v) the Agency receives notice under any Step In Deed in respect of a breach or alleged breach of the relevant Subcontract by the Contractor (which is not the subject of a bona fide dispute); or

(vi) a Probity Event occurs in respect of the Contractor or any Relevant Company, or the Contractor does anything (or the Services result in anything) that materially damages or is likely to materially damage the reputation of the Agency or the Government.

(b) In addition to the Agency's rights and remedies under clause 28.1(a), the Agency may terminate:

(i) a Project Order (in whole or in part) immediately by giving notice to the Contractor if:

(A) Acceptance has not been achieved by the relevant Milestone Due Date set out in that Project Order and the Contractor does not remedy that failure as required by 8.12 (Failure to meet a Milestone Due Date); or

(B) following 3 submissions by the Contractor, the Agency has not approved an Installation Plan provided in respect of that Project Order pursuant to section 4.3 (Installation Plan) of the Scope of Works; or

(ii) one or more of the Services and/or related Project Orders immediately by giving notice to the Contractor if:

(A) a draft Action Plan is submitted three or more times in relation to the same Failure and none of the versions of the draft Action Plan have been approved by the Agency;

(B) the Contractor fails to implement an Action Plan; or

(C) the Contractor implements an Action Plan and:

- the Action Plan fails to remedy the Failure that gave rise to the development and implementation of the Action Plan; or

- the same, or a substantially similar Failure that gave rise to the development and implementation of the applicable Action Plan occurs,

and the Contractor fails to remedy the breach in accordance with clause 28.1(a)(i).

(c) Subject to clauses 28.1(a) and 28.1(b) and this Agreement, the Agency:
(i) does not have, and expressly waives, any rights it may otherwise have to terminate this Agreement; and

(ii) expressly acknowledges that a failure by the Contractor to perform any obligation under this Agreement will not entitle the Agency to terminate this Agreement except as set out in clauses 28.1(a) and 28.1(b).

28.2 Termination by Agency for Contractor Insolvency

Subject to any Ipso Facto Stay, the Agency may terminate this Agreement (in whole or in part) or, at the Agency's option, any or all Project Orders, immediately by giving notice to the Contractor if an Event of Insolvency occurs.

28.3 Termination by Contractor for Agency breach

(a) The Contractor may terminate this Agreement by giving notice to the Agency if the Agency fails to pay an amount which is:

(i) due and payable; and

(ii) not the subject of a good faith dispute; and

(iii) one for which a written demand for payment has been made, which clearly states the Contractor's intention to terminate this Agreement at the end of the 30-day period following the demand if the demand is not met.

(b) The Contractor may terminate this Agreement (in whole or in part), or at the Contractor's option, any or all Project Orders, immediately by giving notice to the Agency if the Agency is in Material Breach of either clause 25 (Intellectual Property) or clause 35 (Confidential Information) and fails to remedy the breach within 10 Business Days of receipt of a notice from the Contractor specifying the breach and requiring the breach to be remedied.

(c) Subject to clause 28.3(a), the Contractor:

(i) does not have, and expressly waives, any rights it may otherwise have to terminate this Agreement; and

(ii) expressly acknowledges that a failure by the Agency to perform any obligation under this Agreement will not entitle the Contractor to terminate this Agreement.

28.4 Meaning of remedy and Material Breach

(a) Where the word 'remedy' or any other grammatical form of that word is used in this clause 28 (Termination for cause), it means to remedy or redress the relevant occurrence or overcome its consequences so that there ceases to be any continuing detrimental effect of that potential or actual occurrence.

(b) Where the term 'Material Breach' is used in this clause 28 (Termination for cause), it means any breach that is not trivial or inconsequential in nature.

28.5 Impact of Dispute Resolution Procedures

If a party to this Agreement requires a dispute to be resolved in accordance with the Dispute Resolution Procedures or if a dispute has been referred to the Dispute Resolution
Procedures, that does not affect or prevent a party exercising its rights under this clause 28 (Termination for cause).

29 Termination for the convenience of the Agency

(a) Subject to clause 29(b), this Agreement may be terminated without cause in whole or in part by the Agency at any time upon 30 days' notice to the Contractor, at the Agency's absolute discretion.

(b) A Project Order may be terminated without cause in whole or in part by the Agency upon 30 days' notice to the Contractor, at the Agency's absolute discretion, provided a Project Order may not be terminated for convenience during the first 24 months of the its Project Order Services Period.

(c) If the Agency exercises its rights under this clause 29 (Termination for the convenience of the Agency), it shall not be obliged to give the Contractor any reasons or justification for doing so.

30 Consequences of termination

30.1 The Agency's rights not affected

(a) Subject to paragraph (c), upon termination of this Agreement or any Project Order, the Agency will not be liable to pay any compensation or other money to the Contractor except as expressly provided for in this Agreement.

(b) Any termination of this Agreement or any Project Order by the Agency and any payment of any money upon termination (including any payment under clause 30.2 (Termination payments)) shall:

(i) not in any way prejudice the Agency's rights to Claim and recover any Loss for any prior breach of contract by the Contractor; and

(ii) entitle the Agency to recover such other Losses as the Agency may suffer or incur arising out of the termination of this Agreement or any Project Order.

(c) Nothing in this clause 30 limits any rights that the Contractor may have in respect of any breach of the Agency. The Contractor acknowledges that a termination for convenience by the Agency will not constitute a breach by the Agency.

30.2 Termination Payments

[Redacted]
31 Transition-out

31.1 Transition-Out Plan

(a) Within 30 Business Days of the Commencement Date, the Contractor must submit to the Agency a draft Transition-Out Plan for approval by the Agency.

(b) Within 10 Business Days after receipt of a draft Transition-Out Plan, the Agency will notify the Contractor that it either:

(i) accepts the draft Transition-Out Plan; or

(ii) requires changes to the draft Transition-Out Plan.

If the Agency requires changes to the Transition-Out Plan, the Contractor must submit a further version of the Transition-Out Plan to the Agency for approval within 5 Business Days after receiving the Agency's notice. The Agency may continue to exercise its rights under this clause 31.1(b) until it receives a Transition-Out Plan that it accepts.

(c) The Transition-Out Plan must deal with the responsibilities, areas of responsibility and obligations (including appropriate handover milestones) of the parties on the termination or expiry of this Agreement and Project Orders, to facilitate a smooth transition of the Services to the Agency or a replacement supplier and to facilitate the effective performance of the Transition-Out Services.

(d) The Contractor must ensure that the Transition-Out Plan is updated annually (or such times as reasonably required by the Agency) to accurately reflect changes in:

(i) the Services; and

(ii) other matters within scope of the Transition-Out Plan.

(e) The Contractor must, within 30 Business Days after each anniversary of the Commencement Date, present a current copy of the Transition-Out Plan to the Agency for approval by the Agency. The Contractor must make such changes to the Transition-Out Plan as are reasonably requested by the Agency.

(f) The Contractor must comply with its obligations as set out in the agreed Transition-Out Plan.
31.2 Transition-Out Services

(a) At any time during the Transition-Out Period, the Contractor must, if requested by the Agency:

(i) provide the services specified in the Transition-Out Plan;

(ii) continue to provide such Enforcement Services (including any associated reporting and other related services required under this Agreement), as requested by the Agency;

(iii) provide assistance to facilitate Compliance Action by the Agency in respect of potential Offences (which may include following up on processing of Images and provision of operators to provide evidence in the prosecution of Offences);

(iv) provide, or return, to the Agency all Data and Confidential Information of the Agency in the Contractor’s possession or control;

(v) provide to the Agency detailed information, data, records or documentation necessary for the provision of services similar to the Services by the Agency or a replacement supplier for the achievement of an effective and orderly transition;

(vi) provide or make available to the Agency or a replacement supplier access to the Contractor Personnel (including technicians and specialists) to provide reasonable assistance in relation to an effective transition of the Services to the Agency or a replacement supplier;

(vii) assign or novate any relevant subcontracts with Subcontractors entered into by the Contractor in connection with this Agreement as required by the Agency;

(viii) do everything within its control to ensure that there is no disruption to Enforcement Services;

(ix) provide for the orderly hand over of Enforcement Services to the Agency or a replacement supplier; and

(x) comply with the requirements contemplated by this clause 31.2(a) in accordance with the timeframes in the Transition-Out Plan (or in the absence of a timeframe in a timely manner),

(Transition-Out Services).

(b) the Agency may terminate the Transition-Out Services, in whole or in part, at any time by giving the Contractor 10 Business Days’ notice of such termination.
31.3 Fees for Transition-Out Services

(a) The Agency must pay the Contractor for any Enforcement Services provided during the Transition-Out Period in accordance with the rates and fees set out in the Fee Schedule.

(b) Subject to clause 31.3(c), the Agency must also pay the Contractor a reasonable amount for any additional services, costs and expenses incurred in the provision of the Transition-Out Services, calculated in accordance with the rates and fees set out in the Fee Schedule, any agreed rate card or the rates set out in the Transition-Out Plan, and agreed with the Agency prior to incurring any such costs and expenses.

(c) In the event the Agency terminates this Agreement or any Project Order for cause pursuant to clause 28 (Termination for cause), the Contractor must perform its obligations under this clause 31 (Transition-out), its obligations in the Transition-Out Plan, and the Transition-Out Services, at the Contractor's cost and at no additional charge to the Agency.

31.4 Transfer of Equipment

(a) This clause 31.4 applies on termination or expiry of this Agreement or any Project Order where the parties agree that the Agency will take ownership of any item of Equipment used by the Contractor for the provision of the Services or which is part of the MPDC System.

(b) The Contractor must sell (or procure the sale of) the Equipment referred to in paragraph (a) to the Agency (or its nominee) at the Equipment's Net Book Value.

(c) If the Contractor has leased the relevant item of Equipment, the Contractor must buy-out the lease for the item of Equipment and then sell the Equipment to the Agency at the Equipment's Net Book Value. No transfer or other fees will be payable by the Agency in respect of such Equipment.

(d) For the purposes of clauses 31.4(b) and 31.4(c):

(i) 'Net Book Value' is determined as at the required date as the Contractor's acquisition cost (net of all discounts, rebates, installation and testing costs and Contractor profit) less accumulated depreciation (calculated in accordance with clause 31.4(d)(ii) below) to the required date, as verified and substantiated to the Agency's satisfaction;

(ii) 'depreciation' will be calculated:

(A) using the straight-line depreciation method with zero residual value;

(B) based on a planned useful life for the relevant item of Equipment of 60 months calculated from the date of operational deployment of that item of Equipment within the MPDC System or as part of the Services.

(e) Title to all Equipment purchased by the Agency pursuant to this clause 31.4 shall automatically pass to the Agency (with requiring any further action) when the
Agency has paid the applicable amount for such Equipment accordance with this clause 31.4. The Contractor must (or procure that the relevant third party must) transfer the purchased Equipment to the Agency free of all encumbrances.

(f) The Contractor must deliver, or make available, the relevant Equipment to the Agency (as agreed with the Agency) and must provide to the Agency all documentation (and all internal operating Software that is resident on the Equipment) in the Contractor's possession or control relevant to the purchased Equipment.

31.5 Transfer of Software

(a) This clause 31.5 applies on termination or expiry of this Agreement or any Project Order where the parties agree that the Agency will continue to use items of Software used by the Contractor for the provision of the Services or which is part of the MPDC System. In such case:

(i) the Agency must pay a licence price not exceeding then current commercially offered rates by the Contractor for the Software, taking into account the term and expected usage (provided that to the extent a licence price has been previously recovered by Service Fees payable for the Services, the licence price must be discounted by the previously recovered amount); and

(ii) a perpetual licence is granted the Supplier to the Agency and the Agency Bodies to use the Software for the same purpose, outcome and level of service as set out in this Agreement.

No other fees will be payable by the Agency in respect of such Software.

(b) For Software licensed in the name of the Contractor and used by the Contractor as part of the MPDC System or the Services, the Agency may at its option elect to take an assignment or novation of the relevant licence. In such case, the Agency must pay:

(i) the reasonable costs payable to the licensor for the assignment or novation of the relevant licence (if any) set out in the relevant licence agreement; and

(ii) the remaining licence costs (including any residual value) but only up to a maximum of Net Book Value (any amount payable in excess of the Net Book Value must be paid or reimbursed to the Agency by the Contractor).

(c) For the purposes of clause 31.5(b):

(i) 'Net Book Value' is calculated as the lesser of the following amounts:

(A) the net present value of the unpaid licence payments using the straight-line depreciation method, with zero residual value (calculated in accordance with clause 31.5(c)(ii) below) to calculate the Agency's financial liability for the payout of licensed Software; or

(B) the Net Book Value that would have applied if the Contractor owned the Software; and

(ii) 'depreciation' will be calculated:

(A) using the straight-line depreciation method with zero residual value;
(c) based on a planned useful life for the relevant item of Software of 60 months calculated from the date of operational deployment of that item of Software within the MPDC System or as part of the Services.

No transfer or other fees will be payable by the Agency in respect of such Software or the transfer of any such licence.

(d) The Contractor must provide to the Agency, at the time of delivery of each item of Software, all associated documentation and manuals in the Contractor's possession or control relevant to the Software.

32 Probity Events and investigations

32.1 Notice of Probity Event

The Contractor must, and the Agency may, notify the other party as soon as it has become aware that a Probity Event has occurred or is likely to occur. The notice must describe the circumstances giving rise to the actual or likely occurrence of the Probity Event.

32.2 Meeting to discuss action

As soon as required after a notice is provided under clause 32.1 (Notice of Probity Event), the parties must meet and discuss the occurrence of the Probity Event and endeavour to agree on the actions to be taken by the Contractor to reverse the effect of the Probity Event.

32.3 Unable to agree

If the parties are unable to agree under clause 32.2 (Meeting to discuss action) within 2 Business Days of meeting, or the Contractor fails to comply with clause 32.2 (Meeting to discuss action), then the Agency may give a notice to the Contractor setting out the action the Agency requires the Contractor to take to address the effect of the Probity Event. Such action may include:

(a) in relation to any of the Contractor's Personnel:

(i) terminating any subcontract or contract of employment;

(ii) procuring the relevant Contractor Personnel to cease having the involvement, shares, entitlement, contract, arrangement, significant influence, or power or control over the Relevant Company; or

(iii) removing that person from any involvement with the Services,

within 5 Business Days of the Agency giving the notice to the Contractor; or

(b) in relation to a corporation or person that has control over a Relevant Company ensuring that:

(i) action is taken with respect to a person within or with control over, the corporation that has triggered the Probity Event, being action of the type the subject of clause 32.3(a) as if that person was one of the Contractor Personnel and the Relevant Company was the corporation; or
(ii) failing resolution of the issue under sub-clause 32.3(b)(i), the corporation or person ceases to have that control within 5 Business Days of the Agency having given further notice requiring this to occur.

32.4 Contractor to comply

The Contractor must ensure that any action agreed with the Agency to be taken pursuant to clause 32.2 (Meeting to discuss action), or any action required in a notice from the Agency under clause 32.3 (Unable to agree), is taken within the specified time.

32.5 Without prejudice

The Agency’s rights and the Contractor’s obligations under this clause 32 (Probity Events and investigations), are without prejudice to any rights and remedies the Agency may have, under this Agreement or otherwise (including under clause 28.1(a)(vi) (Termination by Agency for Contractor breach and specific events)).

33 Inspection and audit

33.1 The Agency’s rights

Without limiting any other provision of this Agreement and in addition to any rights of audit or inspection in the Scope of Works, Agency Representatives and any other person authorised by the Agency may, on 2 Business Days’ notice and at the Agency’s cost, carry out an audit or inspection of the Contractor’s work, accounts, the MPDC System and other documentation and records it has in relation to the Services (including any of the foregoing to the extent relevant to any Subcontractor), to the extent reasonably necessary to verify:

(a) the Contractor’s performance of the Services;
(b) any of the Contractor’s programme management, premises, security management arrangements, evidence protection facilities or enforcement platforms;
(c) the security of the MPDC System and the Data;
(d) the compliance of the MPDC System, the Images or Incident Files with the requirements of Road Transport Laws; and
(e) the Services Fees and any payment amounts claimed by the Contractor.

33.2 Financial assurance

The Contractor must provide audited annual financial statements to the Agency once per year during the Term.

33.3 Contractor must assist

The Contractor (and any relevant Subcontractor) must:

(a) give the Agency Representative and any other person authorised by the Agency access to the MPDC System, the Images, the Incident Files and all other documents, accounts and records relating to the Services to the extent necessary to enable an audit or inspection as contemplated by clause 33.1 (The Agency’s rights) and clause 33.2 (Financial Assurance);
(b) allow the Agency Representative and any other person authorised by the Agency to have access to the Contractor's premises, Subcontractor's premises, and Contractor Personnel to the extent necessary to enable an audit or inspection as contemplated by clause 33.1 (The Agency's rights) and clause 33.2 (Financial Assurance);

(c) provide the Agency Representative and any other person authorised by the Agency with such assistance as they may reasonably require in connection with their inspection or audit, including making the Contractor's and Subcontractor's documents and other records available, and installing and operating any compatible audit software; and

(d) supply to the Agency Representative and any other person authorised by the Agency, at the reasonable cost of the Agency, photocopies or electronic copies of information requested.

33.4 Inspection

(a) The Contractor acknowledges and agrees that a representative of the Agency may from time to time and on at least 10 Business Days' notice to the Contractor, carry out a physical and visual inspection of the Sites and/or the MPDC System to ensure that the Enforcement Services are performed in a safe, legal, compliant and professional manner and otherwise in accordance with this Agreement.

(b) In complying with clause 33.4(a), the Contractor must allow the Agency access to inspect, audit and certify the MPDC System and Enforcement Services and all training and relevant Documentation.

(c) The Agency may participate as an observer/advisor to any audit of the Services.

(d) The Contractor will be on occasion required to complete Documentation as requested by the Agency's surveillance officer.

(e) The Contractor must allow the Agency to participate as an observer/advisor to the training of individuals or groups of operators in either a classroom or in-field training situations for the purpose of ensuring the Contractor's work is carried out in a safe, compliant and professional manner, and as is otherwise in accordance with this Agreement.

33.5 Discrepancies

Without limiting any other rights or remedies of the Agency, if an audit or inspection reveals that the Contractor is not complying with any Law or otherwise with this Agreement, the Contractor within 2 Business Days following completion or the audit or inspection submit to the Agency an Action Plan in accordance with clause 6.8 (Action Plan) and must take such action as is necessary promptly to remedy the non-compliance.

33.6 Cost of audit

(a) Subject to clause 33.6(b), each party will bear its own cost associated with audits and inspections.

(b) Without limiting the Agency's other remedies, if an audit or inspection reveals that the Contractor has overcharged the Agency for the Service Fees in any month then the Contractor must reimburse the Agency for its reasonable audit and inspection costs, in addition to refunding the Agency the amounts overcharged.
33.7 Contractor reviews

(a) The Contractor must monitor and review its work, accounts, records and other documentation it has in relation to the Services to satisfy itself of the matters outlined in clause 33.1 (The Agency's rights) and clause 33.2 (Financial Assurance).

(b) If the Contractor conducts, or engages a third party to conduct, an audit or inspection of any of the matters outlined in clause 33.1 (The Agency's rights) and clause 33.2 (Financial Assurance), it will notify the Agency and, if requested by the Agency, permit the Agency to view the results of the audit or inspection, including any reports.

(c) If the Contractor becomes aware, through a review, audit or inspection contemplated in this clause 33 (Inspection and audit) or otherwise, that it has overcharged the Agency then the Contractor must promptly refund the Agency the amount that has been overcharged.

34 Privacy

34.1 Processing of Personal Information

In relation to any Personal Information Processed under or in connection with this Agreement, the Contractor must:

General

(a) comply with the PPIP Act regardless of whether the Contractor is an exempt entity under the PPIP Act or otherwise not obliged to comply with that Act;

(b) comply with all other Privacy Laws;

(c) comply with the Privacy Policies;

(d) not do any act or engage in any practice that would breach a Privacy Law or Privacy Policy, or which if done or engaged in by the Agency, would breach a Privacy Law or Privacy Policy;

(e) only Process Personal Information in accordance with all applicable Privacy Laws and Privacy Policies;

(f) only Process Personal Information to the extent necessary to perform its obligations under this Agreement;

(g) not disclose any Personal Information to any other person (including to a Subcontractor) without the prior written consent of the Agency or, subject to this clause 34 (Privacy), as required by Law;

(h) not do anything that adversely affects the accuracy, currency or completeness of any Personal Information;

(i) take all measures required by Privacy Laws and the Privacy Policies, and take all other reasonable measures required, to ensure that Personal Information is protected against loss, unauthorised access or use, modification or disclosure and against other misuse, including:
implementing appropriate technical measures to ensure a high level of security;

(ii) pseudonymising and encrypting Personal Information (where applicable), including ensuring the Contractor uses appropriate encryption standards and technologies when transferring Personal Information;

(iii) ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(iv) having a process for regularly testing, assessing and evaluating the technical and organisation measures for ensuring the security of the processing; and

(v) having processes to be able to detect, promptly contain, manage and recover from a breach of security relating to Personal Information, and assist the Agency assess the risk to individuals to determine whether notifications are required as a result;

Contractor Personnel

(i) ensure that access to the Personal Information is limited to those Contractor Personnel who are required to access that information for the purposes of performing this Agreement;

(k) establish, maintain and enforce appropriate policies, procedures and standards, and associated access controls and other technological measures in order to ensure Personal Information is accessible only to those Contractor Personnel who require such Personal Information for the purpose of performing the respective tasks for which they have been engaged for the purposes of this Agreement;

(l) ensure that any Contractor Personnel who are required to deal with the Personal Information are made aware of, and comply with, the Contractor's obligations under this clause 34 (Privacy);

Directions

(m) comply with any request or direction from the Agency in relation to:

(i) the privacy or Processing of the Personal Information;

(ii) the storage, security, use, disclosure, care and protection of Personal Information;

(iii) any request for access to Personal Information that is received by either the Contractor or the Agency;

(iv) any request for correction of any Personal Information that is received by either the Contractor or the Agency;

(v) any breach by the Contractor, Subcontractor or Contractor Personnel of any of its obligations under this Agreement in connection with Personnel Information;

(vi) any complaint alleging a breach of any applicable Privacy Laws or Privacy Policies; or

(vii) the exercise of the functions of any relevant privacy commissioner;
Notification

(n) immediately notify the Agency if the Contractor:

(i) receives a request for access to Personal Information;

(ii) receives a request concerning correction of any Personal Information;

(iii) receives a complaint about the handling of any Personal Information;

(iv) becomes aware of a breach or possible breach of any of the obligations contained in or referred to in clause 34 (Privacy) by the Contractor, Subcontractor or Contractor Personnel;

(v) becomes aware that a disclosure of any Personal Information may be required by Law;

(o) cooperate with the Agency to resolve any request or any complaint alleging a breach of any applicable Privacy Laws or Privacy Policies;

(p) promptly provide the Agency with any information, assistance and co-operation requested by the Agency to allow the Agency to investigate any breach or failure by the Contractor, Subcontractor or Contractor Personnel to comply with its obligations under any applicable Privacy Laws or Privacy Policies;

(q) if the Contractor forms the view that it is or may be required under Privacy Laws to notify affected individuals of a loss of, unauthorised access to, or unauthorised disclosure of, any Personal Information, ensure that before making any such notification it promptly discusses such matter with the Agency in good faith and complies with any reasonable directions issued by the Agency in relation to such notification, including as to whether the Contractor or the Agency will be the person responsible for fulfilling the relevant notification requirements; and

Subcontractors

(r) ensure that any other agreement with any Subcontractors required in relation to this Agreement and which involves the Processing of Personal Information contains the same or equivalent obligations to clause 34 (Privacy) which are enforceable by the Contractor against the Subcontractor.

34.2 Warranty

In disclosing any Personal Information to the Agency, the Contractor warrants and represents:

(a) that the Personal Information disclosed to the Agency has been collected by the Contractor in accordance with the Privacy Laws and Privacy Policies; and

(b) that the disclosure of the Personal Information to, and its use by, the Agency in accordance with this Agreement, is permitted by the Privacy Laws and Privacy Policies.
35 Confidential Information

35.1 Disclosure of Confidential Information

A party (Recipient) must not disclose the other party’s (Discloser’s) Confidential Information to any person except:

(a) its Personnel or representatives requiring it for the purposes of this Agreement or to enable the Recipient to obtain professional advice in relation to this Agreement;

(b) with the prior written consent of the Discloser;

(c) if the Recipient is required to do so by Law or by a lawful requirement of any government or governmental body, authority or agency having authority over the Recipient or by a stock exchange;

(d) if the Recipient is required to do so in connection with legal proceedings relating to this Agreement or any other agreement between the parties; or

(e) in the case of the Agency, to any Agency Bodies.

35.2 Permitted disclosures

If the Recipient discloses the Discloser’s Confidential Information under clause 35.1(a) or 35.1(b) then:

(a) it must use its best endeavours to ensure that persons receiving the Confidential Information from it do not disclose the information except in the circumstances permitted in clause 35.1 (Disclosure of Confidential Information);

(b) if the Discloser is the Agency, the Agency may at any time require the persons receiving the Confidential Information sign a confidentiality undertaking in favour of the Agency in the form set out in Schedule 12 (Confidentiality Deed Poll) (or in such form as is otherwise notified by the Agency from time to time) and the Recipient must ensure for all such undertakings to be given prior to any other persons receiving Confidential Information of the Agency; and

(c) the Recipient must reserve the right to demand immediate delivery of all documents or other materials in its possession, power or control or in the possession, power or control of the third party who has received Confidential Information from it containing or referring to that Confidential Information.

35.3 Use of Confidential Information

The Recipient must not use the Discloser’s Confidential Information except for the purpose of exercising the Recipient’s rights or performing its obligations under this Agreement or any other agreement between the parties.

35.4 Return of Confidential Information

On the Discloser’s request, the Recipient must immediately deliver to the Discloser or destroy all documents or other materials containing or referring to the Confidential Information which are in its possession, power or control, or are in the possession, power or control of persons who have received Confidential Information from the Recipient except to the extent that:
(a) the Recipient requires the Confidential Information for the purpose of performing its obligations or exercising its rights under this Agreement or any other agreement between the parties; or

(b) the Recipient is otherwise entitled to retain the Confidential Information.

35.5 No disclosure of the terms of this Agreement

Except as otherwise agreed or required by Law, any regulatory authority or stock exchange, neither party may disclose the terms of this Agreement to any person other than its representatives on a confidential basis.

35.6 Publicity

(a) The Contractor, Contractor Personnel and any Subcontractors must only make press or other announcements or releases about this Agreement and the transactions related to it:

(i) with the express, prior written approval of the Agency; or

(ii) as required to be made by Law or the rules of a stock exchange provided that the Contractor gives the Agency as much prior notice as is reasonably practicable and the opportunity to review and comment on the form and text of the disclosure before the disclosure is made.

(b) The Contractor must ensure that none of the Contractor Personnel, or the Personnel of any permitted Subcontractor, posts or uploads any photos or statements on any social media platform, including Facebook, Twitter, and Instagram, about the Services or this Agreement. This includes posting photos or comments of any Approved Enforcement Devices (including at any Site) or any Transportable Camera Systems.

(c) The Contractor must direct all enquiries in relation to the subject matter of the Agreement from other Government Agencies including SafeWork, Police, local council representatives, Members of Parliament, the media or members of the public to the Agency.

(d) Notwithstanding any other term of this Agreement, the Agency has the right to make public statements and press releases about the Services and matters relating to this Agreement. The Contractor must co-operate with the Agency in relation to any such statements or releases.

(e) The Agency may from time to time request, and the Contractor must make available, Contractor Personnel and Equipment for educational and/or media events.

35.7 Provide information

At the Agency’s request, the Contractor must promptly provide all reasonable assistance to enable the Agency to comply with its obligations at Law, including:

(a) providing details of any person (for example, a Related Body Corporate or any other private sector entity in which the Contractor has an interest) that:

(i) will be involved in performing any of the Contractor’s obligations under this Agreement; or
(ii) will receive a benefit under this Agreement; and

(b) providing to the Agency originals of any documents in the possession, custody or
control of the Contractor that the Agency is required at Law to produce or provide
to any third party or which the Agency requires to use as evidence in any court
proceedings.

36 Public disclosure

(a) The Contractor acknowledges that the Agency may be required to publish certain
information concerning this Agreement in accordance with the Government
Information (Public Access) Act 2009 (NSW) (GIPAA).

(b) Within 3 days of receiving a written request by the Agency the Contractor must
provide the Agency with immediate access to information referred to in section
121(1) of GIPAA (but excluding information referred to in section 121(2) of GIPAA)
contained in records held by the Contractor at the Contractor's expense and in
such medium as the Agency may reasonably require. This is an essential term of
this Agreement.

(c) The Agency will consult with the Contractor before releasing any information
obtained from the Contractor where required under section 54 of GIPAA.

(d) If the Contractor reasonably believes that any part of this Agreement contains
information which is commercial-in-confidence or could reasonably be expected to
affect public safety or security, then the Contractor should immediately advise the
Agency in writing, identifying the provisions and providing reasons so that the
Agency may consider seeking to exempt those provisions from publication.

(e) For the purpose of reporting to its Minister, NSW Parliament or Transport for NSW,
the Agency may disclose the terms of this Agreement and the performance of the
Contractor under it.

(f) The Agency may provide its opinion of the Contractor's performance under this
Agreement to prospective customers of the Contractor. Provided any opinion is
given in good faith the Agency is entitled to rely on the defence of qualified
privilege for the purposes of section 30 of the Defamation Act 2005 (NSW).

37 Dispute Resolution Procedures

37.1 Reasonable endeavours to settle

If a Dispute arises the parties undertake in good faith to use all reasonable endeavours to
settle the Dispute expeditiously.

37.2 Dispute notice

Any party claiming that a Dispute has arisen may give a notice to the other party.

37.3 Negotiation

If a Dispute is notified under clause 37.2 (Dispute notice) each party must nominate a
senior representative with appropriate authority to negotiate on behalf of the party to
settle the Dispute. The representatives must endeavour to resolve the Dispute within 10
days of the notice under clause 37.2 (Dispute notice).
37.4 Further resolution process

If the Dispute is not resolved within the period referred to in clause 37.3 (Negotiation), the parties' representatives will within a further 5 days seek to agree on:

(a) a process to resolve the Dispute, for example through further negotiations, mediation, conciliation, independent expert determination or mini trial;

(b) the procedure and timetable for any exchange of documents and other information in relation to the Dispute;

(c) procedural rules and timetable for the conduct of the selected mode of proceedings;

(d) the procedure for selection and compensation of any neutral person (who may or may not be employed by a party); and

(e) whether the parties should seek the assistance of a dispute resolution organisation such as the Australian Commercial Dispute Centre.

37.5 Court proceedings

If the representatives are unable to agree on a process for resolving the Dispute in the period referred to in clause 37.4 (Further resolution process) or the Dispute has not been resolved within 10 days (or such other period as the parties may agree) of the parties agreeing such a process, either party will be free to commence court proceedings relating to the Dispute.

37.6 Right to terminate

This clause 37 (Dispute Resolution Procedures) does not affect either party's rights to terminate this Agreement under clause 28 (Termination for cause) or 29 (Termination for the convenience of the Agency) or pursuant to any other rights of termination contained in this Agreement.

37.7 Interlocutory relief

This clause 37 (Dispute Resolution Procedures) does not affect either party's right to commence court proceedings seeking interlocutory relief.

37.8 Parties to continue to perform

Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under this Agreement.

38 Security and Guarantees

38.1 Contractor to obtain unconditional bank guarantee

(a) On execution of this Agreement, the Contractor must obtain and deliver to the Agency a Bank Guarantee:

(i) for the First Security Amount;

(ii) in favour of the Agency in the form set out in Schedule 11 (Form of Bank Guarantee);
(iii) given by an Australian domiciled bank (or other financial organisation acceptable to the Agency) carrying on business in Sydney and satisfactory to the Agency;

(iv) whereby the relevant bank or organisation undertakes unconditionally, without reference to the Contractor to pay to the Agency on demand any sum or sums which may from time to time be demanded by the Agency up to the sum(s) set out in this clause 38 (Security); and

(v) with an expiration date no earlier than the date on which all obligations under this Agreement are completed.

(b) On the first anniversary of this Agreement, the Contractor must obtain and deliver to the Agency a Bank Guarantee:

(i) for the Second Security Amount;

(ii) in favour of the Agency in the form set out in Schedule 11 (Form of Bank Guarantee);

(iii) given by an Australian domiciled bank (or other financial organisation acceptable to the Agency) carrying on business in Sydney and satisfactory to the Agency;

(iv) whereby the relevant bank or organisation undertakes unconditionally, without reference to the Contractor to pay to the Agency on demand any sum or sums which may from time to time be demanded by the Agency up to the sum(s) set out in this clause 38 (Security); and

(v) with an expiration date no earlier than the date on which all obligations under this Agreement are completed.

(c) [Redacted]

38.2 Bank Guarantee available to meet Contractor's breaches or defaults

(a) The Agency may not make demand on the Bank Guarantees unless and until the Contractor:

(i) fails to duly and punctually pay any money payable under this Agreement, or

(ii) breaches, fails to observe or does not perform any of the provisions of this Agreement; and

(iii) the Agency has given 2 Business Days prior notice of its intention to make demand under the Bank Guarantees.

(b) The Contractor irrevocably agrees that the bank giving the Bank Guarantees must act immediately on demand by the Agency without reference to the Contractor and despite notice from the Contractor to the bank not to pay to the Agency any money.
38.3 Bank Guarantee not to prejudice the Agency's other rights

Despite anything express or implied to the contrary, acceptance of the Bank Guarantees or payment under the Bank Guarantee does not:

(a) affect or limit the rights of the Agency under this Agreement; or

(b) operate as a waiver of any breach, failure, non-performance or non-observance by the Contractor.

38.4 Novation

If the Agency novates this Agreement or another party is entitled to exercise the Agency's rights under this Agreement the Contractor must within 15 Business Days of written request by the Agency provide the new party with substitute Bank Guarantees.

38.5 Return of Bank Guarantee

The Agency will return the Bank Guarantees to the Contractor promptly upon the Agency being satisfied, acting reasonably, that the Contractor has performed and discharged all the provisions of this Agreement.

39 Assignment

39.1 Assignment by the Contractor

The Contractor must not assign, novate or transfer or otherwise dispose of any of its rights, title or interest in or under this Agreement without the prior written consent of the Agency, which consent may be given on conditions or withheld in the Agency's absolute discretion.

39.2 Assignment by the Agency

(a) The Agency may assign, novate or transfer or otherwise dispose of any of its rights, title or interest in or under this Agreement:

(i) to any Government Agency without the consent of the Contractor; and

(ii) to any other person with the consent of the Contractor.

(b) Upon written request by the Agency, the Contractor hereby irrevocably agrees to enter into new agreements upon the same terms and conditions as this Agreement pursuant to which the person to which assignment or transfer or other disposal is permitted under clause 39.2(a) agrees to perform and observe the Agency's obligations under this Agreement as if it were named in this Agreement instead of the Agency.

(c) The Contractor must execute such documents and do such things as and when reasonably requested by the Agency to do so in order to enable or facilitate such assignment, novation or transfer or other disposal in accordance with this clause 39.2.
40 Notices

40.1 Form of Notice

A notice or other communication to a party under this Agreement must be:

(a) in writing and in English; and

(b) addressed to that party in accordance with the details specified in the Contract Details (or any alternative details nominated to the sending party by notice).

40.2 How notice must be given and when notice is received

Subject to clause 40.3 (Important contractual notices):

(a) a notice must be given by one of the methods set out in the table below; and

(b) a notice is regarded as given and received at the time set out in the table below.

However, if this means the notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee’s time) on a Business Day (Business Hours Period), then the notice will instead be regarded as given and received at the start of the following Business Hours Period.

<table>
<thead>
<tr>
<th>Method of giving notice</th>
<th>When notice is regarded as given and received</th>
</tr>
</thead>
<tbody>
<tr>
<td>By hand to the nominated address</td>
<td>When delivered to the nominated address</td>
</tr>
<tr>
<td>By pre-paid post to the nominated address</td>
<td>At 9.00am (addressee’s time) on the second Business Day after the date of posting</td>
</tr>
</tbody>
</table>
| By email | (i) when the sender receives an automated message confirming delivery; or  
(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless:  
(A) the sender receives an automated message that the email has not been delivered; or  
(B) the sender receives an out of office message from the recipient, whichever happens first. |

40.3 Important contractual notices

A notice under clause 28 (Termination for cause), clause 29 (Termination for the convenience of ), clause 32 (Probity Events and investigations), clause 37 (Disputes), clause 38 (Security) or clause 39 (Assignment) must:

(a) be signed on behalf of the party giving notice; and
(b) be delivered to or sent by hand or by prepaid registered post (airmail if posted to or from a place outside Australia) to the address of the addressee and the person required to be copied as specified in the Contract Details or other address requested by the recipient.

A copy of such notice may be provided by email but is not deemed to be an effective notice under this Agreement. An effective notice must only be provided in accordance with clause 40.3(b).

41 Anti-slavery and Human Trafficking

41.1 Anti-slavery and human trafficking

Without limiting any other provision of this Agreement, the Contractor must:

(a) not engage in (and take reasonable steps to ensure that in the Contractor’s operations and supply chains there are not):

(i) any activities, practices or conduct that would constitute an offence under Modern Slavery Laws; or

(ii) any activities practices or conduct which would constitute an offence under Modern Slavery Laws if it had taken place within the relevant Australian jurisdiction;

(b) notify the Agency as soon as reasonably practicable after it becomes aware of any actual or suspected activity, practice or conduct of the kind described in clause 41.1(a);

(c) provide the Agency with all information and records reasonably requested by the Agency in order for the Agency to comply with its reporting obligations under the Modern Slavery Act 2018 (Cth), Modern Slavery Act 2018 (NSW) and equivalent legislation in the other Australian states and territories, and provide such information and records to the Agency within 30 days of the Agency’s request; and

(d) comply with the mandatory reporting requirements under the Modern Slavery Act 2018 (Cth), Modern Slavery Act 2018 (NSW) and equivalent legislation in the other states and territories, if applicable, and provide a copy of its modern slavery statement to the Agency.

42 General

42.1 Entire agreement

This Agreement states all the express terms of this Agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

42.2 Amendment

A variation of any term of this Agreement must be in writing and signed by the parties.

42.3 Governing law and jurisdiction

(a) This Agreement is governed by the law in force in New South Wales.
(b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

42.4 Severability of provisions

(a) If any provision of this Agreement is invalid under the Law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

(b) Clause 42.4(a) does not apply where enforcement of the provision of this Agreement in accordance with clause 42.4(a) would materially affect the nature or effect of the parties' obligations under this Agreement.

42.5 No waiver

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

The meanings of the terms used in this clause 42.5 (No waiver) are set out below.

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>conduct</td>
<td>includes delay in the exercise of a right.</td>
</tr>
<tr>
<td>right</td>
<td>any right arising under or in connection with this Agreement and includes the right to rely on this clause.</td>
</tr>
<tr>
<td>waiver</td>
<td>includes an election between rights and remedies and conduct which might otherwise give rise to an estoppel.</td>
</tr>
</tbody>
</table>

42.6 Reliance

Neither party has relied on any statement by the other party not expressly included in this Agreement.

42.7 Survival

The rights and obligations of the parties set out in this clause 42.7 (Survival) and the following clauses of this Agreement survive the expiry, or early termination, of this Agreement:

2 (Agreement structure, defined terms and interpretation),

11.7 (Evidence creation and record retention),

15.3 (Reliance),

15.4 (Information provided),

5 (Relationship of parties),

18.3(c) (Monthly Invoice),

19 (Taxes),
20 (Insurance),
21 (Indemnity and limitation of liability),
24 (Contractor's representations and warranties),
25 (Intellectual Property),
30 (Consequences of termination),
31 (Transition-out),
33 (Inspection and audit),
34 (Privacy),
35 (Confidential Information),
36 (Public disclosure),
40 (Notices) and
42 (General).

42.8 Costs and Expenses

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this Agreement and the transactions contemplated by it.

42.9 Set-Off

(a) The Agency may deduct from money otherwise due to the Contractor:
   (i) any debt or other money due from the Contractor to any Agency Bodies; or
   (ii) any Claim to money that the Agency Bodies may have against the Contractor whether for damages (including liquidated damages) or otherwise,

   under this Agreement.

(b) The Contractor must not deduct from money otherwise due to the Agency:
   (i) any debt or other money due from the Agency or any other Agency Bodies to the Contractor; or
   (ii) any Claim to money that the Contractor may have against the Agency or any other Agency Bodies whether for damages (including liquidated damages) or otherwise,

   whether under this Agreement or otherwise at law relating to the Services.

42.10 Terms of Indemnities

(a) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiry of this Agreement.
(b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Agreement.

(c) A party must pay on demand any amount it must pay under an indemnity in this Agreement.

42.11 Remedies Cumulative

The rights, powers and remedies provided to the parties in this Agreement, are in addition to and do not, except to the extent expressly provided in this Agreement, exclude or limit, any right, power or remedy provided by Law or equity or by any agreement.

42.12 Further assurance

Each party must promptly do all things and execute and deliver all deeds, instruments, transfer or other documents (in form and content reasonably satisfactory to the other party) as may be necessary or desirable to give full effect to the provisions of this Agreement.

42.13 Counterparts

This Agreement, and each Project Order, may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement or each Project Order (as applicable) and all counterparts together constitute one agreement.
1 Dictionary

In this Agreement:

**Accept / Accepted / Acceptance** means that, in respect of a Project Order, following the completion of Acceptance Tests:

(a) the Sites, Fixed Camera Systems and/or Transportable Camera Systems (as applicable) met the Acceptance Tests and satisfy the requirements of this Agreement;

(b) the MPDC System and the Services (as a whole) met the Acceptance Tests and satisfy the requirements of this Agreement;

(c) the Milestone Due Date, as specified that Project Order, has been satisfied;

(d) all Approvals and Certifications required under this Agreement have been obtained for all relevant parts of the MPDC System (for example the Fixed Camera Systems, Transportable Camera Systems and/or Approved Enforcement Devices) which are the subject or that Project Order and the Acceptance Tests; and

all of (a) to (d) inclusive above is confirmed by the Agency by issuing an Acceptance Certificate.

**Acceptance Certificate** means a certificate issued by the Agency under clause 8.4 (Acceptance Certificate).

**Acceptance Test Plan** means the acceptance test plans and test procedures (including proposed acceptance criteria) developed under clause 8.2 (Acceptance Test Plan).

**Acceptance Tests** means those tests included in the Acceptance Test Plan and any other tests necessary to establish that:

(a) the Sites, Fixed Camera Systems and/or Transportable Camera Systems (as applicable) are fully installed and operational;

(b) the MPDC System is able to record Offences and issue Incident Files; and

(c) the Enforcement Services are fully operational,

each in accordance with the requirements of this Agreement.

**Action Plan** means an action plan submitted by the Contractor, and approved by the Agency, in accordance with the requirements set out in clause 6.8 (Action Plan).

**Agency Bodies** means:

(a) the Agency;

(b) Transport for NSW; and

(c) any other Government Agency that:
(i) is a separate legal entity to the Agency; and

(ii) accesses, uses or interacts with the MPDC System or to whom the Enforcement Services are provided or whose databases or systems the Contractor accesses or utilises in providing the Enforcement Services or that conducts the business of receiving fines or penalties as a result of Compliance Action.

Agency Checks has the meaning given in clause 17.3(c) (Background checks).

Agency Confidential Information means all information relating to the business operations or affairs of the Agency, including:

(a) information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of the Agency;

(b) information derived partly or wholly from that information including any calculation, conclusion, summary or computer modelling;

(c) trade secrets and information which is capable of protection at Law or in equity as confidential information;

(d) the Data;

(e) the MES Documents;

(f) the location of any sites that are nominated by the Agency as sites at which the Services may be performed; and

(g) the tolerances for Offences,

but excludes the Excluded Information.

Agency Dependency means:

(a) any ‘Agency Dependency’ identified in a Project Order; and

(b) any dependency on the Agency communicated to the Agency by the Contractor from time to time.

Agency Objectives means the objectives for this Agreement contained in clause 7.1 (Agency Objectives).

Agency Policies means all policies of the Agency, whether or not published, as exist from time to time.

Agency Representative means the person appointed by the Agency under clause 6.1 (Agency Representative).

Agreement means:

(a) clauses 2 (Agreement structure, defined terms and interpretation) to 42 (General) (inclusive);

(b) each Project Order entered into from time to time between the parties;

(c) Schedule 1 (Dictionary) to Schedule 12 (Confidentiality Deed Poll) (inclusive); and
(d) the other MES Documents.

**Amount of Consideration** means:

(a) the amount of any payment in connection with a supply; and

(b) in relation to non-monetary consideration in connection with a supply, the GST Exclusive Market Value of that consideration as reasonably determined by the party making the supply.

**Applicable Industrial Instrument** means:

(a) a modern award made by Fair Work Australia;

(b) an enterprise agreement having force and effect under the Fair Work Act 2009 (Cth);

(c) a workplace determination or an order of Fair Work Australia;

(d) any workplace instrument recognised under the Fair Work Act 2009 (Cth);

(e) an industrial award made by any other tribunal empowered to make industrial awards for employees in New South Wales; or

(f) any enterprise agreement or industrial instrument made by any other tribunal empowered to make enterprise agreements and industrial instruments that are binding on employees in New South Wales,

that apply to or cover any of the employees of the Contractor or that apply to or cover any employees of any Subcontractor.

**Applicable Industrial Instruments and Legislation** means all Applicable Industrial Instruments and the:

(a) *Fair Work Act 2009* (Cth);

(b) *Work Health and Safety Act 2011* (NSW); and

(c) *Long Service Leave Act 1955* (NSW).

**Appropriate Inspection Officer** means an ‘Appropriate Inspection Officer’ as defined in Section 135 (Use of evidence from approved traffic enforcement devices) of the *Road Transport Act 2013* (NSW) (who may be an ‘Authorised Officer’).

**Approval** means any licence, permit, consent, approval, determination, exemption, certificate, memorandum of understanding, notification or permission from any Relevant Authority or under any Law, or any requirement made under any Law, which must be obtained or satisfied (as the case may be) from time to time.

**Approved Enforcement Device** means an ‘Approved Traffic Enforcement Device’ as defined in Section 4 (Definitions) of the *Road Transport Act 2013* (NSW) that is capable of photographing Images for the use identified in Section 134(2)(f2) (Approval of devices by Governor) of the *Road Transport Act 2013* (NSW).

**Australian Standards** means standards that have been set by STANDARDS Australia governing any aspect of the development, delivery and operation of the Fixed Camera
System. The standards are documents setting out specifications, procedures and
guidelines to ensure products, services and systems are safe, reliable and consistent.

Authorised Officer means an officer appointed by the Agency as an 'authorised officer'
under the Road Transport Act 2013 (NSW).

Background Checks has the meaning given to it in clause 17.3(a)(i) (Background
checks).

Back Office Systems means any hardware, software, infrastructure, networks, systems
and databases relating exclusively to the Service Provider’s ‘back office’ accounting,
finance, payroll and human resource systems.

Bank Guarantee means valid, enforceable and irrevocable bank guarantee(s) to be
provided by the Contractor under and in accordance with clause 38 (Security).

Business Continuity Plan means the plan for the continued operation of the MPDC
System and continued supply of the Services by the Contractor to the Agency, which sets
out the disaster recovery and business continuity processes to be implemented by the
Contractor in the event of a Disaster.

Business Day means a day other than a Saturday, Sunday or public holiday in New
South Wales.

Business Hours Period has the meaning given in clause 40.2 (How notice must be
given and when notice is received).

Camera Device means a device that is capable of photographing Images.

Camera System means a Fixed Camera System or a Transportable Camera System.

Certification means issue of a certificate by the Contractor, in a form agreed by the
Agency, confirming an Approved Enforcement Device has passed all tests required under
and carried out in accordance with clause 10.1(a) (Ongoing Certification by Contractor).

Certified means, in respect of an Approved Enforcement Device, that it is the subject of a
valid Certification.

Change has the meaning given in clause 22.2 (Changes).

Change Request has the meaning given in clause 22.3 (Change Request).

Claim means any claim, allegation, action, liability, suit, demand or proceeding of any
nature however it arises and whether it is present or future, fixed or unascertained, actual
or threatened.

Commencement Date means the date so specified in the Contract Details.

Compliance Action means any action taken, whether prosecution, penalty notice, court
attendance notice or official caution in respect of an Offence.

Confidential Information in relation to the Agency means Agency Confidential
Information and in relation to the Contractor means the Contractor Confidential
Information.

Constitution means the replaceable rules, constitution or combination of both as those
terms are used in section 134 of the Corporations Act.
Contract Details is the section beginning on page 1.

Contractor Confidential Information means all information relating to the business operations or affairs of the Contractor, other than Agency Confidential Information disclosed to the Agency by the Contractor or any representative of the Contractor for or in connection with this Agreement, including:

(a) information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of the Contractor;

(b) information derived partly or wholly from that information including any calculation, conclusion, summary or computer modelling; and

(c) trade secrets and information which is capable of protection at Law or in equity as confidential information,

but excluding the Excluded Information.

Contractor Personnel means any person engaged directly or indirectly by the Contractor to carry out work in connection with the Services, including any Personnel of:

(a) the Contractor; or

(b) any Subcontractor of the Contractor.

Contractor Personnel Code of Conduct means the code of conduct and ethics required to be prepared by the Contractor and approved by the Agency, as referred in section 6.2 (Enforcement Services roles and responsibilities) of the Scope of Works.

Contractor’s Statement means a document in the form of Schedule 6 (Contractor’s Statement).

Contractor’s Representative means the person appointed by the Contractor under clause 6.4 (Contractor’s Representative).

Corporations Act means the Corporations Act 2001 (Cth).

Data means all data and expressions of data stored in, or processed or generated by the MPDC System, including:

(a) all data or expressions of data resulting from or in respect of Offences generated or processed by the MPDC System including the Images, Incident Files and any related documentation;

(b) all data and expressions of data contained in Images stored in or processed or generated by the MPDC System;

(c) all data and expressions of data contained in reports generated by the MPDC System; and

(d) all other information and data captured by and generated from the MPDC System and the Services,

but for the avoidance of doubt does not include any part of the MPDC System.

Datablock has the meaning given in section 5.2(b) (MPDC System Requirements) of the Scope of Works.
Defect means any part of the MPDC System or the Enforcement Services that is not in accordance with the requirements of this Agreement, including the Specifications.

Defective Service has the meaning given in clause 18.4(d) (Payments).

Delay Notice has the meaning given in clause 8.9(a)(i) (Delay).

Deployment Schedule has the meaning given in section 6.3(c) (Deployment Schedule) of the Scope of Works.

Developed Intellectual Property means all Intellectual Property in any policies, plans, procedures or documentation relating to or produced as a result of the Services, developed or created by the Contractor, its Related Bodies Corporate, the Subcontractors or any other entity, for the purposes of this Agreement including the MES Documents but not including the Data.

Disaster means any unplanned interruption of the Services, including any interruption arising as a result of a Force Majeure Event.

Discloser has the meaning given in clause 35.1 (Disclosure of Confidential Information).

Dispute includes any dispute, controversy, difference or Claim arising out of or in connection with this Agreement or the subject matter of this Agreement, including any question concerning the formation, validity, interpretation, performance, breach and termination of this Agreement or any Project Order.

Disputed Invoice has the meaning given in clause 18.4(c) (Payments).

Dispute Resolution Procedures means the procedures set out in clause 37 (Dispute Resolution Procedures).

Documentation means any written material in any form, including documents, reports, goods, products, information, data or software.

Enforcement Services means the services, activities and obligations described in section 6 (Enforcement Services) of the Scope of Works, to be provided by the Contractor to the Agency under Project Orders entered into from time to time.

Equipment means hardware, Software, devices, infrastructure, systems, communications networks, camera poles, footings and cabinets, plant, tools, power, batteries, optic fibre, cabling, machinery, fittings and supporting infrastructure, including all Camera Devices, Approved Enforcement Devices, and any of the foregoing to the extent they form part of Fixed Camera Systems or Transportable Camera Systems.

Equipment IP means Intellectual Property in all and any part of:

(a) the Equipment; and

(b) computer programs supplied as a component of, embedded in or forming part of the Equipment and without which such tangible items cannot operate, such as Software known as ‘device software’ or Firmware,

but excluding any Intellectual Property which is owned by the Contractor or its Related Bodies Corporate.

Equipment Register means the register to be prepared and submitted to the Agency under clause 12.1 (Equipment Register).
Event of Insolvency means any of the following:

(a) the Contractor becomes unable to pay its debts as and when they fall due;

(b) the Contractor no longer has the resources or the ability to obtain the resources required to perform this Agreement no longer has the resources or the ability to obtain the resources required to perform this Agreement;

(c) an application for winding up is made regarding the Contractor and not stayed within 14 days;

(d) a winding up order is made against the Contractor;

(e) a controller, administrator, receiver and manager, provisional liquidator or liquidator is appointed to the Contractor;

(f) a mortgagee enters into the possession of any property of the Contractor;

(g) notice is given of a meeting of creditors of the Contractor for the purposes of entering into a deed of arrangement; or

(h) any actions of a similar effect are taken.

Excluded Information means information which:

(a) is in or becomes part of the public domain otherwise than through breach of this Agreement or an obligation of confidence owed to the Discloser; or

(b) the Recipient can prove was already known to it at the time of disclosure by the Discloser or its representatives (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or

(c) the Recipient acquires from a source other than the Discloser where such source is entitled to disclose it.

Existing Tools means any tools, object libraries and methodologies existing at the Commencement Date which are owned by the Contractor or in which the Contractor has sufficient rights to grant sub-licences.

Failure has the meaning given in clause 6.8(b) (Action Plan).

Fee Schedule means Schedule 3 (Fee Schedule).

Firmware means a set of coded instructions embedded within a device or component of a device that performs functions or provides data to enable the device to operate in a specified manner.

[Redacted]

Fit For Purpose means fit for its purposes including:

(a) the MPDC System and Enforcement Services meet and will continue to meet the requirements of this Agreement;

(b) any Approved Enforcement Device used in connection with the MPDC System, and the operation and functioning of the Approved Enforcement Device as set up,
positioned and deployed as part of a Fixed Camera System or Transportable Camera System, meets the requirements of all relevant Laws;

(c) any Images and Incident Files produced meet the requirements of all relevant Laws;

(d) the MPDC System is capable of being operated, and delivering the Enforcement Services in a high quality, safe, efficient and effective manner;

(e) the MPDC System and Enforcement Services will meet all of the requirements specified in the MES Documents; and

(f) any purpose which the Contractor should reasonably have anticipated given the needs or requirements set out in the MES Documents.

**Fixed Camera System** means each fixed camera system at a Site and specified in a Project Order to be supplied by the Contractor under that Project Order in accordance with the Scope of Works and this Agreement, including all Equipment forming part of that fixed camera system.

**Force Majeure Event** means a circumstance beyond the reasonable control of a party that results in that party being unable to perform an obligation on time. A Force Majeure Event includes:

(a) natural events like fire, flood, or earthquake; or

(b) national emergency; or

(c) terrorist acts (including cyberterrorism); or

(d) biological, chemical and/or nuclear contamination or events; or

(e) war; or

(f) a labour dispute other than a labour dispute that only involves the affected party’s Personnel,

but does not include any failure of a Subcontractor unless caused by an event described in any of paragraphs (a) to (f) above.

**Gazetted** means the publication of an Order made by the Governor approving types of devices (or combinations of types of devices) in accordance with section 134 of the Road Transport Act 2013 (NSW) and a "Gazetted" device is a device the subject of a Gazetted.

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

**Government** means the Government of the State of New South Wales.

**Government Agency** means any of the following:

(a) a government sector agency (within the meaning of the Government Sector Employment Act 2013 (NSW));

(b) a Government agency;
(c) any other public authority, administrative, fiscal or judicial body, department, commission, tribunal, agency or entity that is constituted by or under an Act or that exercises public functions (other than a State-owned corporation); or

(d) any State-owned corporation prescribed by regulations under the *Public Works and Procurement Act 1912* (NSW).

GST means the tax imposed by the GST Act and the related imposition Acts of the Commonwealth.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time.

GST Exclusive Market Value has the meaning given to it in the GST Act.

Health and Safety Incident means any work health and safety incident that is notifiable to the regulator under the *Work Health and Safety Act 2011* (NSW).

Image means photographs, images or video (whether or not in the form of digitalised, electronic or computer-generated images), and references to taking or capturing of a photograph or image includes a reference to the making of a video recording.

Incident File means a data file that contains all Images and other information generated by the Contractor when a potential Offence is detected: including:

(a) Images that satisfy the requirements of the Scope of Works and which bear the required Security Indicator and Datablock;

(b) a valid certificate from the Appropriate Inspection Officer in respect of the Approved Enforcement Device that captured the Images;

(c) any other documents and information required to be included by the Scope of Works; and

(d) any other documents and information required by the Agency to support Compliance Action.

[Redacted]

Industry Practice means design, development, building, integration, testing, delivery, installation, commissioning, operation and maintenance works and practices which are carried out:

(a) in a sound and workmanlike manner with due care and skill and applying world’s best practice in the relevant field;

(b) with due expedition and without unreasonable or unnecessary delay;

(c) in a manner which facilitates world’s best practice, efficient operation and continuous improvement; and

(d) with the use of high quality equipment and materials of merchantable quality which are fit for their intended purpose.

Initial Project Orders means the Project Order(s) entered into on or about the date of execution of this Agreement.
Initial System Documentation has the meaning given in clause 13(b).

Initial Term means the period so specified in the Contract Details.

Input Tax Credit has the meaning given to it in the GST Act.

Installation Plan means each Installation Plan to be prepared by the Contractor and approved by the Agency for each Project Order, as referred to in section 4.3 (Installation Plan) of the Scope of Works.

Installation Services means all services and activities required to build and install the MPDC System and fully implement the Services required under this Agreement, the Scope of Works and each Project Order, including the services and activities described in section 4 (Installation Services) of the Scope of Works.

Intellectual Property includes any and all intellectual and industrial property rights whether subsisting now or in the future, including rights of any kind in:

(a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and re-examinations relating thereto;

(b) trademarks, service marks, trade dress, logos, trade names, and corporate names, and all goodwill associated therewith, together with all translations, adaptations, derivations, and combinations, applications, registrations, and renewals relating thereto;

(c) copyrightable works, all copyrights, and all applications, registrations, and renewals relating thereto;

(d) mask works and all applications, registrations, and renewals in connection therewith;

(e) trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals);

(f) computer Software (including all data and related documentation);

(g) advertising and promotional materials;

(h) other proprietary rights, domain names, email addresses, telephone numbers, social media identifications and tags; and

(i) copies and tangible embodiments of the foregoing (in whatever form or medium),

whether created or in existence before or after the date of this Agreement and includes any thing, whether tangible or intangible, which incorporates, embodies or is based on any of the things referred to in paragraphs (a) to (i) inclusive of this definition.

Ipso Facto Stay means any limitation on enforcement of rights or self-executing provisions in a contract, agreement or arrangement pursuant to sections 415D, 415F, 415FA, 434J, 434K, 434L, 434LA, 451E, 451G or 451GA of the Corporations Act.
Key Personnel means the persons employed from time to time in the positions specified in Schedule 7 (Key Personnel).

Law means:

(a) Commonwealth, New South Wales or local government legislation, including ordinances, instruments, codes of practice, policy and statutory guidance, requirements, regulations, by-laws and other subordinate legislation; and

(b) common law and principles of law or equity established by decisions of courts, as in force from time to time.

Liability includes any debt, obligation, cost (including legal costs, deductibles or increased premiums), expense, loss, damage, compensation, charge or liability of any kind, actual, prospective or contingent and whether or not currently ascertainable and whether arising for breach of contract, in tort (including negligence), restitution, pursuant to statute or otherwise at Law or in equity.

Licensed Intellectual Property means all Intellectual Property comprised in, and trade secrets and know how comprised in or related to:

(a) all and any part of the MPDC System (including any Equipment or Software);

(b) all and any part of the Installation Services; and

(c) all and any part of the Enforcement Services,

excluding the Data, Developed Intellectual Property, System Documentation and the Equipment IP.

Loss means any liability, cost, expense, payment, outgoing, loss or damage. In relation to a Claim, loss includes amounts payable on the Claim and (whether or not the Claim is successful) legal and other professional costs and disbursements on a full indemnity basis.

Maintenance and Support Services means all maintenance services and activities required to maintain the MPDC System as required under this Agreement, the Scope of Works and each Project Order, including the services and activities described in section 7 (Support and Maintenance) of the Scope of Works.

MES Documents means:

(a) the Scope of Works;

(b) each Project Order entered into from time to time between the Parties;

(c) the RFP Response; and

(d) any document forming part of or expressly referred to any of the documents listed in (a), (b) or (c) above (including all Installation Plans).

Milestone Due Date means the date so specified in a Project Order.

Modern Slavery Laws means, as amended from time to time, any anti-slavery and human trafficking Law, including:
(a) the Modern Slavery Act 2018 (Cth) and the Modern Slavery Act 2018 (NSW);

(b) Division 270 and 271 of the Criminal Code Act 1995 (Cth); and

(c) Sections 80D, 80E, 91G(1) - (3), 91h, 91HAA and 93AA-93AC of the Crimes Act 1900 (NSW).

Monthly Invoice means the invoice to be submitted by the Contractor pursuant to clause 18.3 (Monthly Invoice).

Monthly Service Fee means the monthly fees for each Camera System, as defined in the Fee Schedule.

Moral Rights has the meaning given to it in the Copyright Act 1968 (Cth).

MPDC System means the Equipment, systems, applications, storage repositories, information technology infrastructure, networks (including WAN networking components) and databases used by the Contractor to provide the Enforcement Services (including all Fixed Camera Systems and Transportable Camera Systems), but excluding any Back Office Systems.

New Release in relation to Software means any new major release of any Software forming part of the MPDC System that incorporates new functionality which is made available by the Contractor (or the relevant third party licensor) in the normal course of its business from time to time, which new major release is usually donated by a change in the first digit of the software version number (for example, the number ‘x’ if the format x.y is adopted) or by such other method of identification of a major release used by the Contractor (or the relevant third party licensor).

Offence means an offence under Rules 300 and 300-1 (Use of Mobile Phones) of Part 18 (Miscellaneous rules for drivers) of the Road Rules 2014 (NSW).

Personal Information has the meaning given to it in the PPIP Act.

Personnel means employees, officers, agents, contractors and subcontractors.

Personnel Requirements has the meaning given in clause 17.3(a)(ii) (Background checks).

Pilot has the meaning in paragraph B of the Background.

Pilot Agreement has the meaning given in clause 2.5 (Pilot Agreement).

PPIP Act means the Privacy and Personal Information Protection Act 1998 (NSW), the principles contained in Division 1 of Part 2 to that Act and any regulations, ancillary rules, guidelines, orders, directions, directives or other instrument made or issued under or in connection with that Act.

Prescribed Period means, for the purposes of section 138(2) of Division 5 (Use of evidence obtained from approved traffic enforcement devices) of the Road Transport Act 2013 (NSW), the period as prescribed in clause 35(3) of Division 4 (approved traffic enforcement devices) of the Road Transport (General) Regulation 2013 (NSW).

Privacy Laws means:

(a) the Privacy Act 1998 (Cth);
(b) the PPIP Act;

(c) the Health Records and Information Privacy Act 2002 (NSW); and

(d) all other applicable Laws which apply to Personal Information Processed under or in connection with this Agreement and the Scope of Works.

**Privacy Policies** means all privacy policies, contractual terms and privacy codes which have been adopted by or otherwise bind the Agency that have been notified to the Contractor from time to time.

**Probit Event** is an event, matter, situation or thing that in the Agency's reasonable opinion:

(a) has a material adverse effect upon the character, honesty or integrity of the Contractor, any Relevant Company, or any of their Personnel; or

(b) relates to the Contractor, any Relevant Company, or any of their Personnel and has a material adverse effect upon the public interest (having regard to the policy objectives of the Agency) or the reputation of or public confidence in the Agency or NSW Government; or

(c) in relation to the Contractor, any Relevant Company, or any of their Personnel, involves a material failure to achieve or maintain:

(i) reasonable standards of ethical behaviour;

(ii) the avoidance of conflicts of interest that may have (or may give the public appearance of having) a material adverse effect on the ability of the Contractor or any Relevant Company to impartially perform and observe its obligations in respect of this Agreement and the Services; or

(iii) standards of behaviour expected of a corporation engaged in a Government project or engaged to provide services to a Government Agency.

**Probit Investigation** means investigations relating to the character, honesty and integrity of persons or corporations as are required by Law or the Agency from time to time to ensure that a person or entity is competent, suitable or fit and proper for its proposed or continued involvement in the Services.

**Processing** in relation to Personal Information, includes collecting, recording, organising, storing, converting, adapting, altering, retrieving, consulting, using, disclosing, disseminating, making available, aligning, combining, blocking, erasing or destroying (and Processed shall be construed accordingly).

**Project Documents** means any documents required to be prepared by the Contractor and approved by the Agency under this Agreement or the Scope of Works, including the documents referred to in section 12 (Documentation) of the Scope of Works.

**Project Order** means a written project order executed by the parties in accordance with clause 3 (Project Orders) and expressed as being entered into pursuant to this Agreement, which may be in substantially similar form as the project order template set out in Schedule 4 (Project Order Template).

**Project Order Commencement Date** means the commencement date of a Project Order as set out in the relevant Project Order.
Project Order Services Period means the project order service period for a Project Order as set out in the relevant Project Order.

Project Quote has the meaning given in clause 3 (Project Orders).

Project Request has the meaning given in clause 3 (Project Orders).

Project Group means the Project Group established under clause 6.5 (Project Group).

Quality Assurance Plan has the meaning given in clause 26.4 (Quality Assurance Program).

Recipient has the meaning given in clause 35.1 (Disclosure of Confidential Information).

Related Body Corporate has the meaning given in section 9 of the Corporations Act and refers to any corporation of that kind whenever it becomes related.

Relevant Authority means:

(a) any government, public sector or local government authority, council, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality; and

(b) any other third party (including any persons, corporations, private electricity, telecommunications or other utility company) having legal or statutory rights in relation to the Sites, Transportable Camera Devices or the Services.

Relevant Company means:

(a) the Contractor;

(b) each of the Subcontractors and any suppliers of the Contractor; and

(c) each Related Body Corporate of the Contractor.

Renewal Term means the renewal period so specified in the Contract Details.

Representative means in the case of the Contractor, the Contractor Representative, and in the case of the Agency, the Agency Representative.

Request for Proposal or RFP has the meaning in paragraph A of the Background.

Respond means to have a suitably qualified person engaged in repairing a Defect (or scheduled to attend with the Agency’s Representative if required), and Response shall be construed accordingly.

Restore (or Restoration) means to restore the MPDC System (or the relevant part) and/or the Enforcement Services so that they operate without any Defects and in accordance with the Specifications, the requirements of this Agreement and the Scope of Works.

RFP Response means the response submitted by the Contractor in response to the Request for Proposal including any clarifications submitted by the Contractor in relation to the Request for Proposal.

Road Transport Laws means:
(a) the Road Transport Act 2013 (NSW);
(b) the Road Transport (General) Regulation 2013 (NSW);
(c) the Transport Administration Act 1988 (NSW);
(d) the Transport Administration (General) Regulation 2018 (NSW);
(e) the Road Rules 2014;
(f) any other regulations, by-laws, subordinate regulations or statutory rules relating to the any of (a) to (e) inclusive above;
(g) any applicable requirements of, or any binding rulings or other binding decisions made by any Government Agency in relation any of (a) to (e) inclusive above;
(h) any court orders, judgements or decrees relating to any of (a) to (e) inclusive above; and
(i) any practice guidelines and the Agency Policies relating to any of (a) to (e) inclusive above,

each as in force and applied from time to time.

Schedules any document that forms part of or is an extension to this Agreement.

Scope of Works means the document in Schedule 2 (Scope of Works).

[Redacted]


Security Indicator means a ‘Security Indicator’ for the purposes of Section 138(1) (Admissibility of photographs taken by devices – generally) of the Road Transport Act 2013 (NSW), as prescribed in clause 35 (Testing and security indicators for approved transport enforcement devices) of the Road Transport (General) Regulation 2013 (NSW).

Service Credits means the service credits set out in section 11 (Service Levels and Service Credits) of the Scope of Works.

Service Fees means the fees set out in each Project Order, calculated in accordance with the Fee Schedule.

Service Levels means the service levels set out in section 11 (Service Levels and Service Credits) of the Scope of Works.

Service Level Termination Event has the meaning given in section 11.3 (Service Level Reporting and remedies for Service Level Failure) of the Scope of Works.

Services means:

(a) the Installation Services;
(b) the Enforcement Services;
(c) the Maintenance and Support Services;
(d) the design, supply, testing, installation, commissioning, maintenance and support of Fixed Camera Systems and Transportable Camera Systems in accordance with this Agreement, the Scope of Works and each Project Order;

(e) all other services, activities, functions, tasks and obligations in this Agreement, the Scope of Works and each Project Order; and

(f) any services, functions, tasks and responsibilities which are necessary for or incidental or ancillary to, or customary for, the proper performance and provision of the services in (a) to (e).

Service Start Date means the date notified by the Agency to the Contractor in accordance with section 6.1 (General requirements) of the Scope of Works as the date for beginning the Enforcement Services.

Site means the place or places to which:

(a) Fixed Camera Systems are to be delivered, installed, operated and maintained from time to time; and

(b) Transportable Camera Systems are to be deployed from time to time in accordance with the approved Deployment Schedule.

SLA Relief Request has the meaning given in section 11.3(d) (Service Level Reporting and remedies for Service Level Failure) of the Scope of Works.

Software means a set of coded instructions that performs functions or provides working data or parameters to enable a device or system to operate in a specified manner and be loaded into a system or device dynamically by a user and includes all Firmware and operating systems required by a system or subsystem to perform in a specified manner.

Specifications means the functional and technical requirements and specifications for the MPDC System and the Services as set out in the Scope of Works, including those set out in section 5 (Specifications and requirements) of the Scope of Works.

Step In Deed means a deed in the form set out at Schedule 10 (Step In Deed).

Subcontractor means any person that supplies products (including Equipment) to the Contractor in relation to the MPDC System or the Services and/or who is subcontracted to carry out any part of the Services, whether by the Contractor or any other person but excluding any person who is contracted by the Agency.

System Documentation has the meaning given in clause 13(a) (System Documentation), as amended and updated from time to time in accordance with clause 13 (System Documentation).

Taxes means taxes, levies, impost, charges and duties (including, stamp and transaction duties) imposed by any Relevant Authority, together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, the overall net income of the Agency, but excluding GST.

TCS Deployment Report has the meaning given in section 6.3 (Transportable Camera Systems – Enforcement Services) of the Scope of Works.

Term means the term of this Agreement as specified in clause 4 (Term).

Transition-Out Period means a period:
(a) commencing when the Agency notifies the Contractor, which may be at any time from 6 months prior to the date of expiry or termination of this Agreement; and

(b) continuing for any time up to 12 months after the termination or expiry of this Agreement.

Transition-Out Plan has the meaning given in clause 31 (Transition-out).

Transition-Out Services has the meaning given in clause 31 (Transition-out).

Transportable Camera System means each mobile transportable camera system to be deployed at various Sites and specified in a Project Order to be supplied by the Contractor under that Project Order in accordance with the Scope of Works and this Agreement, including all Equipment forming part of that mobile transportable camera system.

Update in relation to Software means:

(a) any fix, patch, enhancement or update (excluding New Releases) to any Software forming part of the MPDC System; and

(b) any new minor release of any Software forming part of the MPDC System that incorporates new functionality which is made available by the Contractor (or the relevant third party licensor) in the normal course of its business from time to time, which new minor release is usually donated by a change in the first number following the decimal place of the software version number (for example, the number ‘y’ if the format x.y is adopted) or by such other method of identification of a minor release used by the Contractor (or the relevant third party licensor).

2 Interpretation

In this Agreement the following rules of interpretation apply:

(a) headings are for convenience only and do not affect the interpretation of this headings and bold type are for convenience only and do not affect the interpretation of this Agreement;

(b) the singular includes the plural and the plural includes the singular;

(c) words of any gender include all genders;

(d) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;

(e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;

(f) a reference to a clause, party, Schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Agreement;

(g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;

(h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
(i) a reference to a party to a document includes that party's successors and permitted assignees;

(j) a reference to an agreement other than this Agreement includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;

(k) no provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of this Agreement or that provision;

(l) specifying anything in this Agreement after the words 'include' or 'for example' or similar expressions does not limit what else is included;

(m) a reference to a body, other than a party to this Agreement (including an institute, association or authority), whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

(n) a reference to a period of a month or months is a reference to a calendar month or calendar months as appropriate;

(o) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day; and

(p) a reference to dollars or $ is to an amount in Australian currency.
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Mobile Phone Detection Camera Services Agreement
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1 Introduction

Introduction

(a) This document is the Scope of Works under the Mobile Phone Detection Camera Agreement entered into between Roads and Maritime Services (ABN76 236 371 088) (the Agency) and Acusensus Pty Ltd (ABN 17 625 231 941) (Contractor).

(b) This Scope of Works contains:

(i) a detailed description of the MPDC System and the Services the Contractor must perform;

(ii) the requirements and Specifications the MPDC System must comply with; and

(iii) the Service Levels and requirements for the Services.

(c) When the parties execute a Project Order, the terms and conditions of this Scope of Works apply to that Project Order. For each Project Order, the Contractor must comply with the requirements, and perform its obligations, as set out in the Agreement and this Scope of Works.

(d) This Scope of Works provides information to assist the Contractor to understand the mandatory legal and technical requirements for the MPDC System. The provision of this information does not reduce the obligations of the Contractor under the Agreement or this Scope of Works.

Definitions

(e) The following terms have the meaning indicated when used in this Scope of Works. Capitalised words not otherwise defined have the meanings given to them in the Agreement.

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<td>Access Approval</td>
<td>has the meaning given to that term in section 5.11(b) of this Scope of Works</td>
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<td>CES</td>
<td>means the Agency’s camera enforcement system, which is the Agency’s backend camera incident handling application</td>
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<tr>
<td>Hz</td>
<td>means Hertz / Cycles per second</td>
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<tr>
<td>Digital Camera Interface IS-1 Specification</td>
<td>means the Agency’s vendor non-specific interface specification for network incident transfer into CES, as updated from time to time</td>
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<td>Maintenance Response</td>
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<td>Performance Report PDFs Audit</td>
<td>means a document or set of documents, in PDF format, containing all relevant data and information that is necessary to facilitate a Service Level Performance Audit Process</td>
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<td>Term</td>
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<td>Permitted Downtime</td>
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<td>Review of Environmental Factors or REF</td>
<td>means a Review of Environmental Factors required to be undertaken in accordance with section 4.5(b) of this Scope of Works</td>
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<td>Service Performance Process Level Audit</td>
<td>means the process for auditing the Contractor’s compliance with the Services Levels as set out in section 11.15 of this Scope of Works, or such other process as agreed by the parties from time to time</td>
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<tr>
<td>Solution Security Documentation</td>
<td>means the documents contained in Appendix 3, and such other network and data security documentation as is approved by the Agency from time to time</td>
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<td>WAN</td>
<td>means Wide Area Network</td>
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2 Background

Objectives

(a) To install and operate a MPDC System and provide Services that support and encourage safe, compliant, and responsible driving in NSW by reliably detecting potential Offences and facilitating the enforcement of Road Transport Laws and the taking of Compliance Action.

(b) To provide a MPDC System and Services at:

(i) fixed Sites using Fixed Camera Systems; and

(ii) at various other Sites throughout New South Wales using Transportable Camera Systems.

3 Scope of supply

(a) The Contractor must perform all the Services set out in this Scope of Works, including:

(i) the Installation Services as described in section 4 of this Scope of Works, including the design, supply, install, test, commission, maintain, and warranty and certification services for the MPDC System and all Equipment forming part of the MPDC System;

(ii) the Enforcement Services as described in section 6 of this Scope of Works; and

(iii) the Maintenance and Support Services as described in section 7 of this Scope of Works.

(b) The MPDC System must comply with requirements of the Agreement, this Scope of Works and the Specifications.
All Services must, from the Commencement Date, be performed in accordance with the Agreement and this Scope of Works.

4 Installation Services

4.1 General obligation

The Contractor must provide Installation Services including all services and activities required to design, supply, install, test, Certify and commission the MPDC System and implement the Enforcement Services (which must include successful interfacing of the MPDC System into the Agency’s IT network) to meet the Specifications and requirements of the Agreement, this Scope of Works and all Project Orders, including those activities set out in this section 4 and all other design, supply, installation and commissioning functions and activities set out elsewhere in the Agreement, this Scope of Works and a Project Order.

4.2 Installation activities

The Installation Services include:

(a) Project services

(i) project management services including appropriate resource management;

(ii) Equipment procurement;

(iii) supply and co-ordination of traffic control services for construction and/or hardware and sensor installation, testing and Certification;

(iv) all required electrical installation services for the Fixed Camera Systems and Transportable Camera Systems and all related Equipment;

(v) supply of all Equipment in connection with the Fixed Camera Systems and Transportable Camera Systems and that is required to perform the Enforcement Services including the provision of the following:

(A) all required Camera Devices (which must be Approved Enforcement Devices that are Certified);

(B) all housings plus other peripheral device system elements and Equipment as required;

(C) all data and control cabling, the network interface router to all components of the Fixed Camera Systems and Transportable Camera Systems including the detection systems, traffic logging Equipment, roadside Site controllers with internet addressable monitoring and security camera Equipment. If a Fixed Camera System is to be installed inside a tunnel the Contractor must provide communication connectivity to required ancillary devices;

(D) all copper or fibre optic Ethernet network interface components for all connected Site peripherals;

(E) all required high, low and extra low voltage power cabling for the Fixed Camera Systems and Transportable Camera Systems, the Camera
Devices and illuminator general power outlet, and the power board components;

(F) power, communication and sensor cabling to all components;

(G) all Software licences and Software interface for operation, security and communications;

(H) design and engineering services for the Fixed Camera Systems and Transportable Camera Systems and peripheral support systems including mounting brackets;

(I) vehicle detection equipment, including supply and installation of any in-ground sensors where required as part of the vehicle detection systems;

(J) Site works associated with the installation of Fixed Camera Systems such as flashes and other peripherals including civil, structural, electrical, telecommunications and mechanical and surveying services;

(K) equipment mounting on to any gantry or other structures (as required); and

(L) an appropriately rated portable power supply to allow MPDC System and Camera Device testing and commissioning in accordance with the requirements of the Agreement and Scope of Works, in the absence of mains power supply.

(b) Subject to any work, health and safety obligations, the Contractor must minimise the size, height and number of individual Fixed Camera System and Transportable Camera System enclosures.

(c) All ancillary Equipment must be housed within the one cabinet.

(d) Where in-road sensor detection and measurement technology are specified by the Contractor, all components must be supplied including sensor installation and the supply of cabling from junction pit to roadside cabinet with cable terminations.

(e) All surveys required to verify the environmental and road structure's suitability for purpose must be conducted by and are the responsibility of the Contractor, to ensure the accurate operation of the Fixed Camera Systems and/or Transportable Camera Systems.

4.3 Installation Plan

(a) Within 10 Business Days (or a longer period agreed by the parties) of each Project Order Commencement Date, the Contractor must prepare and provide to the Agency a project installation plan for the relevant Project Order (Installation Plan) that must as a minimum set out the following:

(i) the timetable for the development of the relevant parts of the MPDC System the subject of that Project Order (including any Fixed Camera Systems and/or Transportable Camera Systems) and the implementation of the Enforcement Services at any required Sites, including the Milestone Due Date for that Project Order;
(ii) a design plan for the relevant parts of the MPDC System the subject of that Project Order, together with an updated overall solution design for the MPDC System and Services, so as to meet the requirements of this Scope of Works and the Agreement. For example, the design plan must set out how each lane will be monitored;

(iii) details of any audit (including physical audit) carried out for each Site;

(iv) a risk management matrix and safe work method statements (setting out work procedures at each Site) in respect of the Services required under that Project Order;

(v) the results of the Contractor’s Review of Environmental Factors;

(vi) if required, the requirements for each Fixed Camera System to be installed at each Site including all required works and Equipment;

(vii) the nature and scope of the Services to be provided under that Project Order;

(viii) specific details and specifications for any proposed Fixed Camera Systems and/or Transportable Camera Systems (including the Camera Devices) to be used to perform Enforcement Services;

(ix) a specific layout diagram for each Fixed Camera System and/or Transportable Camera System, indicating the position of all Equipment and Camera Devices and enclosures;

(x) details, including drawings, of all proposed housings for each Fixed Camera System and/or Transportable Camera System;

(xi) appropriate traffic management plans which comply with the Roads and Maritime Services Traffic Control at Work Sites manual and the Agency’s road occupancy licence application guidelines;

(xii) details of mains power supply connections or other proposed power supplies, and associated work required to be done;

(xiii) details of all housings (including drawings); and

(xiv) each Agency Dependency for that Project Order.

(b) If the Agency requires changes to an Installation Plan, then the Contractor must submit a further version of the relevant Installation Plan to the Agency for approval within 4 Business Days after receiving notice of the Agency’s required changes. The Agency may continue to exercise its rights under this section until it receives an Installation Plan that it accepts. If after 2 resubmissions by the Contractor, the Agency has not approved the relevant Installation Plan, the Agency may by providing notice to the Contractor immediately terminate the affected Project Order (in whole or in part) for cause pursuant to clause 28.1(b) (Termination for Contractor breach and specific events) of the Agreement.

4.4 Project administration and implementation requirements

(a) Project management requirements:
(i) The Contractor must provide a primary project manager to be the Contractor's Representative responsible for the inspection of each Fixed Camera System and Transportable Camera System, coordination of Equipment supply, Equipment installation, construction activity coordination and Fixed Camera System and Transportable Camera System commissioning.

(ii) The Contractor must nominate a secondary contact who is able to act as a backup should the primary project manager not be available. The secondary contact must have a full knowledge of the requirements of this Scope of Works and the Agreement to provide seamless continuity.

(iii) All project management must be conducted and documented in a professional manner with clearly agreed delivery timetables.

(b) Project Documents

For each Project Order, the following information must be provided to the Agency prior to Project Order Commencement Date:

(i) the names of the Personnel as primary and secondary project managers; and

(ii) a list of Contractor Personnel to be involved with the Services, including the training they have undertaken as required by the Agreement or this Scope of Works (depending upon the activities). The list should be extended to Subcontractors where that is relevant.

(c) Site requirements

In addition to the requirements for each Installation Plan, for each Site the Contractor must:

(i) inspect the Site with representatives appointed by the Agency prior to providing the Installation Plan for approval by the Agency; and

(ii) ensure it complies with all traffic management plans provided as part of an approved Installation Plan.

For each Site, the Contractor is responsible for all applications for and management of road occupancy licences as required and must, if required, have the necessary road occupancy licences.

(d) Work Health and Safety Requirements

(i) The Contractor must comply with the work health and safety requirements set out in the Agreement and in this Scope of Works.

(ii) In performing the Services, the Contractor is required to comply with all New South Wales work health and safety requirements and those specified in the Roads and Maritime Services G22 (Construction and Maintenance Works) and G24 (Non-construction Works).

(iii) The Contractor must provide written evidence of appropriate training of all operational Personnel and safety planning prior to undertaking any Services and this must apply to all Contractor Personnel and Personnel of the Contractor's Subcontractors engaged in Services.
(iv) The Contractor must:

(A) ensure that all Subcontractors record and report statistics, analysis and detailed information of all work health and safety incidents, including near misses, to the Contractor immediately;

(B) report any serious incident to the Agency immediately; and

(C) conduct investigations of all such incidents and provide the investigation report to the Agency Representative.

(v) The Contractor must provide a management representative to attend mandatory operational meetings with the Agency. Work health and safety will be included as a formal item at the operational meeting held monthly or as otherwise required by the Agency.

(vi) Compliant high visibility work wear and appropriate personal protective equipment must always be worn by all Site attending Contractor Personnel including supervisors, surveyors, labourers and plant operators. These clothes must always be properly worn and fastened.

(vii) The Contractor must participate in any random safety audits conducted by the Agency during the performance of Installation Services.

(viii) The Contractor must also make available electrical and structural installation standards as required by the Agency for the purposes of quality and safety management audits from time to time. The Agency appointed surveillance and work health and safety audit officers may be employed to randomly conduct these audits.

(ix) As installation of Fixed Camera Systems at fixed Sites will be on elevated infrastructure all installation Personnel will be required to have appropriate training and qualifications in working at heights and over traffic. The risks associated with this must be identified by the Contractor and included in the safe work method statements required to be provided as part of each Installation Plan.

(e) Qualified Personnel

(i) The Contractor must only use Contractor Personnel who are trained and qualified to perform the tasks allocated to them. These include Contractor Personnel engaged in the following disciplines:

(A) traffic management;

(B) surveying;

(C) electrical services;

(D) Camera Device and peripheral Equipment installation and inspection;

(E) Certification;

(F) Offence pre-verification;

(G) monitoring Personnel including network and communications officers;
administration, training, human resources and work health and safety; and

technical subject matter experts for explaining MPDC System and Camera Device functionality in Compliance Action, as requested by the Agency.

(f) Installation Personnel

All installation work must be undertaken by Contractor Personnel suitably and adequately trained for such work and supervised by a person suitably and adequately trained and experienced in such work. Where it is a statutory requirement for the work to be carried out or supervised by a person holding relevant licence(s), certificate(s) or authorisation(s), such requirements must be strictly complied with by the Contractor.

4.5 Installation works

(a) Compliance with general requirements:

All Installation Services must be carried out in accordance with the requirements of this Scope of Works, the Agreement, the Specification and the approved Installation Plan.

(b) Review of Environmental Factors (REF):

(i) The environmental assessment procedure for project review of environmental factors has been developed to assist the Agency to meet its responsibilities under the Environmental Planning and Assessment Act 1979 (NSW) and State Environmental Planning Policy (Infrastructure) 2007 (NSW).

(ii) REFs are prepared as part of environmental impact assessment conducted under Part 5 of the Environmental Planning and Assessment Act 1979 (NSW).

(iii) A REF is a report that documents this environmental impact assessment process. The Contractor must comply with the Agency’s QA Specification G36 Environmental Protection as well as relevant environmental Laws.

(iv) Unless otherwise agreed with the Agency, the Contractor will conduct a REF prior to commencement of Installation Services for each Project Order. The Contractor must perform all work in accordance with the determined REF.

(c) Public utilities:

(i) Before commencing work at any Site, the Contractor must make all such enquiries and inspections as may be necessary to fully inform itself of the type and location of surface, underground and overhead utility services.

(ii) The Contractor must, during the progress of any work at the Sites, take all precautions necessary to avoid damage to any utility services that may or may not have been identified by the above enquiries and searches. If the Contractor damages a service, the Contractor must notify the Agency and arrange for repairs to be performed as soon as practicable. The Contractor must bear the full cost of such repairs, including the cost of restoration of the surrounding area.
(iii) Where necessary, the Contractor must confer and reach agreement with the organisation whose service utilities are impacted to ensure that any proposed work will not constitute an obstruction to existing services.

(iv) The Contractor must take suitable precautions to ensure that no Equipment is installed such as to cause obstruction to existing utilities and that no damage is caused to any adjoining structures.

(d) Cables and power lines

Adequate safety clearance must be maintained between all above ground Equipment and overhead power lines and communications cables as required by Law. The minimum clearances for traffic signals and signs must apply to any works carried out by the Contractor. The Contractor must promptly notify the Agency if adequate safety clearances will not be achieved in any specific instance and where this could result in a risk of issues or incidents in respect of overhead cables and power line safety.

(e) Relocation of utilities

If the Contractor is of the reasonable opinion that currently installed services prevent installation of essential Equipment, the Contractor must immediately notify and seek direction from the Agency in relation to any alterations which may be required for the Installation Services. The Contractor must comply with any direction provided by the Agency.

(f) Ducts installed by others

At certain Sites, cable ducts or conduits may have been or are proposed to be installed by or on behalf of the Agency in the course of building or reconstructing a roadway. Plans do not generally include such cable ducts or conduits. Details of the extent and location of such cable ducts or conduits will be made known by the Agency before commencement of any installation works.

(g) Radar-based vehicle detection

Where radar-based vehicle detection systems are employed, installation arrangements must be in accordance with mounting methodology pre-agreed by the Agency.

4.6 Consultation with Transport Management Centre (Transport for NSW) and other authorities

(a) Before commencement of work at any Site, the Agency will consult with the local Police and Local Council representatives concerning the proposed method of installation and any restrictions to the allowed hours of work. Specific approval must be requested by the Contractor in respect of the times for partial or complete road occupancies and positioning and storage of large items of plant, Equipment or materials if required. If the Contractor proposes to store plant, Equipment or materials on private property, it must obtain written approval from the owner(s) prior to the use of such property.

(b) In all cases the Contractor must obtain approval for any road occupancy from the Agency and the Transport Management Centre in accordance with application guidelines on the Agency's website and must obtain the required road occupancy licence and/or a road opening permit.
(c) "Road occupancy" is defined by the Agency's Transport Management Centre as follows:

"A road occupancy consists of any activity likely to impact on the operational efficiency of the road network, in other words, an activity that requires the road to be used in such a way as to affect traffic flow, or an off road activity that affects traffic flow. A road occupancy may involve the closure of traffic lane/s."

(d) The Contractor is responsible for any arrangements with respect to use of water and electricity during the performance of Installation Services at any Site.

(e) Storage of Equipment and materials on footways must not obstruct driveways and must permit free and safe passage of pedestrians, and wheelchairs, and is subject to approval from the local Police and any appropriate Local Council where required.

4.7 Equipment to be supplied by the Agency

(a) Where assets are to be supplied by the Agency, the Contractor must collect the assets from the locations notified by the Agency.

(b) The Contractor must give the Agency at least 5 Business Days' notice of collection of the required assets from the Agency.

(c) The Contractor is fully responsible for the safe-keeping of such assets. The Contractor must make good any damage to or loss of such assets and will be deemed to have accepted all assets in good working order and condition at the time such assets were collected by the Contractor unless notification of damage was received by the Agency at the time the assets were collected from the Agency.

4.8 Site inspections by the Agency

The Contractor must give at least 48 hours' notice to the Agency in respect of the following matters which are subject to inspection by the Agency (which may be performed by the Agency or a third party appointed by the Agency):

(a) ducts (including bores) after installation, before backfilling;

(b) all types of footings for mounting structures immediately prior to pouring of concrete; and

(c) roadside cabinet footing immediately prior to pouring of concrete.

4.9 Marking out

(a) It is the responsibility of the Contractor to mark out the position of all Equipment or components in accordance with project drawings and layout plans approved by the Agency for each Fixed Camera System and Transportable Camera System.

(b) In the event of local obstructions or conflicting dimensions, including where this will result in relocating an Equipment mounting structure or roadside cabinet, the Contractor must notify and seek direction from the Agency and must not proceed with any further works until the Agency has provided authorisation to do so.

(c) The Contractor must ensure that no Equipment is installed where it will cause an obstruction, is impractical to maintain or replace, or will be subject to excessive risk
of damage. If necessary, a direction in this regard must be sought from the Agency and the Contractor is to provide options for the continuation of work.

(d) The Contractor must comply with any direction provided by the Agency regarding the positioning of Equipment or components for each Fixed Camera System and Transportable Camera System including at any Site.

4.10 Excavations

(a) Before commencing any excavation work, the Contractor must obtain the required road occupancy licence and/or a road opening permit. All excavations must be kept to a minimum and as far as practicable not to exceed 400mm in width.

(b) All excavations must be carried out in such a manner that the effect on vehicle and pedestrian movement is kept to a minimum. In this regard, the Contractor must comply with any requirements of the Agency’s Transport Management Centre and the NSW Police.

(c) Each excavation must be kept open only for the minimum time required, and the Contractor is responsible for safety of the public with respect to such excavations at all times until final restoration is made. Road pavement excavations must be avoided wherever practicable.

(d) In cases where under-road boring appears impracticable, the Contractor must consult with the Agency before any excavations are undertaken across any road, before any exploratory openings are cut to investigate the boring obstruction, and/or before opening any roadway pavement. The Contractor must not proceed with any further excavation work until the Agency has provided authorisation to do so.

(e) Before any pavement excavation is commenced, the limits of the trench must be pre-cut with a concrete saw to a depth of not less than 50mm. However, no saw-cutting can be carried out until the practicability of the proposed excavation has been established beyond reasonable doubt by a detailed survey of existing services and, where necessary, exploratory excavation.

4.11 Reinforced concrete areas

Where partial excavation of reinforced concrete is required, the Contractor must minimise the impact of such excavation. The replacement of concrete in such circumstances will require installation of reinforcement that links the old and new areas of concrete to once again provide a homogeneous product.

4.12 Excess spoil

Excess spoil must be removed from all Sites at the end of each day's work. Proper environmental precautions must be taken to prevent spoil from being washed down nearby drains.

4.13 Public safety

The Contractor will be responsible for safety to the public and must comply with the requirements in Roads and Maritime Services QA Specification G10 Control of Traffic and the current version of Roads and Maritime Services Traffic Control at Work Sites technical manual.
4.14 Cables and ducting

(a) Cable identification marking:

Every cable must be legibly, indelibly and durably marked with a unique identification code. For cables installed in ducts and conduits, the marking must be applied to the cable in every access pit and at both end of every length. The marking at each end of a cable must be applied as near as possible to the cable end, but clear of any part which may be trimmed off when the cable is terminated. This includes sensor cabling.

(b) Labelling of fibre optic cables:

Fibre optic cables must be appropriately labelled in accordance with AS/NZS IEC 60825.2-2011 (Safety of laser products - Part 2: Safety of optical fibre communication systems (OFCS)). Such labelling must be in addition to the cable identification markings.

(c) Sealing of cable ducts:

The points where cables enter the underground cable ducts or cable ducts in pits must be gas-tight sealed. The sealing medium must not be subject to decay in the ground and must not impair the qualities of the cable or the cable duct. The consistency of the material must be such as to enable it to be removed readily without risk of damage to the installed cables or cable duct.

(d) Sharing of ducts:

(i) The electricity supply cable must not pass through ducts of intersection traffic signal installations.

(ii) The Contractor must not install cabling within ducts belonging to other agencies or authorities (eg power authorities) without their written permission.

(iii) Where the power supply cable passes through an access pit or pavement junction box, it must be sleeved with flexible conduit so as not to obstruct the pit and clearly and durably labelled "DANGER: SUPPLY CABLE".

4.15 Electrical

(a) The Contractor must install all electrical systems using licensed electricians and in accordance with the current AS/NZS 3000 (Electrical installations - Wiring Rules), the current AS/NZS 3017 Electrical Installation – Verification guidelines (Standards Australia) and other approvals or requirements of relevant Laws.

(b) The Contractor must test the installed electrical system in accordance with AS/NZS 3017-2007 (Electrical installation – Verification guidelines) and all other Laws and approval requirements. The Contractor must also arrange for and carry out all tests required by the electricity distributors and must pay all fees in connection with such tests.

(c) After such tests have been completed and the installation passed, the Contractor must promptly notify the Agency that the supply is available and provide with a copy of the certified test report.
4.16 Lightning protection

(a) Lightning protection in accordance with AS/NZS 1768-2007 (Lightning protection) must be provided to required communications and power systems and Equipment (including those identified in the Specification).

(b) The Contractor must inspect the lightning protection circuit and measure its earth resistance upon completion of installation and must submit the completed inspection report with measurements to the Agency for approval. The Contractor must repeat the measurement during Acceptance Tests for Fixed Camera Systems and Transportable Camera Systems in the presence of an Agency nominated representative.

4.17 Connections to telecommunications cable networks

Where connection is required to the cable network of a telecommunications carrier, the Contractor must carry out all works related to the connection. When requested, the Contractor must install the telecommunications connections in accordance with the relevant requirements of the telecommunications carrier. The work must be carried out by persons accredited by the telecommunications carrier to perform such works.

4.18 As-built drawings

(a) Full details of mains supply connections and associated work actually carried out must be recorded by the Contractor and incorporated on as-built drawings that must be prepared by the Contractor and provided to the Agency for approval. Detailed information, including pole and other Equipment locations and location of cabling must be provided for inclusion into full diagrams for Fixed Camera Systems and Transportable Camera Systems which will be required on completion of the Installation Services and will be required for full compliance with the commissioning process.

(b) The Contractor must also provide engineering drawings showing Equipment component types, models, cabling terminations, electrical power consumption, data communication and external interface connections. Power surge protection and lightning protection must be included in any electrical design documents.

4.19 Power

(a) Extra low voltage power supplies must be used where the Equipment is installed on shared infrastructure. Unless otherwise agreed, all power supplies to peripheral Equipment must be supplied and installed by the Contractor and be earth leakage protected.

4.20 Condition of Site

(a) In carrying out the Services, the Contractor must:

(i) keep the Sites clean and tidy and free of refuse; and

(ii) regularly remove rubbish, litter and surplus material from the Sites that has been placed there by the Contractor or Contractor Personnel.

(b) To the extent any waste is created in performing the Services, the Contractor must remove from the Sites and dispose of any waste to a licensed waste facility in accordance with all relevant Law.
4.21 Implementation of Services

In addition to performing the Installation Services to set up the MPDC System (including all the work required at Sites), the Contractor must perform all activities required to implement fully managed and operational Enforcement Services (and all other Services) required by this Scope of Works, the Agreement and each Project Order.

4.22 Responsibility of the Agency

Where agreed in advance with the Contractor for each particular Site, the Agency will have the responsibility for the following items:

(a) supply and, if necessary, installation of base infrastructure including mounting structures where Fixed Camera Systems will be installed. This may include cantilever or full gantry structures, Type 2 poles, ducts and footings, Type 6 poles, ducts and footings, elbow brackets or mounts;

(b) supply and installation of roadside pits with security style lockable lids, ACO Class B Sealed Cast Iron;

(c) supply and installation of roadside cabinets; and

(d) the coordination and provision of single phase 230V mains power from local power authorities. This may not always be available at the time of Fixed Camera Systems installation at a Site.

5 Specifications and requirements

5.1 References and applicable documents

(a) The MPDC System, Services and all relevant Equipment must comply with all applicable Australian Standards or an equivalent international standard (where no appropriate Australian Standard exists).

(b) Without prejudice to section 5.1(a) of this Scope of Works, the MPDC System, Services and all relevant Equipment supplied under the Agreement, this Scope of Works and each Project Order must provide adequate levels of safety, suitability and be Fit for Purpose.

(c) Appendix 1 (List of applicable standards and codes) of this Scope of Works sets out the additional applicable standards, specifications and codes the MPDC System and the Services must comply with.

5.2 MPDC System Requirements

(a) The Fixed Camera Systems and Transportable Camera Systems used as part of the MPDC System must:

(i) use only Camera Devices that are Approved Enforcement Devices Gazetted and Certified in accordance with the requirements of Road Transport Laws, the Agreement and this Scope of Works;

(ii) include a Camera Device that is capable of recording Images showing evidence of potential Offences;
meet the requirements for image integrity assurance as prescribed by Road Transport Laws, including use of the required Security Indicators (which must be SHA-256 or SHA-512 unless otherwise agreed by the Agency);

produce Images which are compliant with all Road Transport Laws including by providing Images that must be marked with a block of typed information across the top/bottom of the Image (Datablock) showing the following accurate information in relation to the Offence photographed:

(A) a date stamp (date the Image is captured);

(B) a time stamp (time the Image is captured);

(C) location at which the Image is captured (including Site location and Site identification code);

(D) the direction in which the vehicle activating the Approved Enforcement Device is travelling (that is, towards or away from the Approved Enforcement Device);

(E) Appropriate Inspection Officer (who certified the relevant Approved Enforcement Device); and

(F) the required Security Indicator;

(v) if unique installation solutions are adopted, the solution must not compromise the standards that apply to the MPDC System and Camera Devices in terms of functionality, reliability or accuracy;

(vi) the roadside cabinets may be pre-loaded with circuit breakers and residual current devices which are used in the supply of power to the Contractor electrical circuits;

(vii) in respect of Transportable Camera Systems, they have an efficient and precise setup procedure that allows for deployment in a minimal amount of time; and

(viii) produce consistent Images which are demonstrated to comply with all other technical requirements specified in this Scope of Works.

(b) The Contractor must provide version-controlled copies of the MPDC System specific procedures upon request by the Agency.

5.3 Detection and Image requirements

(a) [Redacted]

(b) Each Fixed Camera System and Transportable Camera System must capture Images of each passing vehicle that must clearly indicate the licence plate number of the passing vehicle and, where applicable, photographic evidence of a driver committing an Offence.
The table in this section 5.3(c) describes the Images each Fixed Camera System and Transportable Camera System must capture and the circumstances in which each type of image is used, including for:

(i) analysis by artificial intelligence Software;

(ii) pre-verification by the Contractor's authorised operators; and

(iii) creation of Incident Files.

<table>
<thead>
<tr>
<th>Image Category</th>
<th>Image Category Description</th>
<th>Accessed by AI</th>
<th>Accessed by Contractor Operators for Pre-Verification</th>
<th>Included in Incident File provided to the Agency*</th>
<th>Included in Incident File provided to Revenue NSW for adjudication</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Image of the vehicle with the number plate</td>
<td></td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>B</td>
<td>First image of the driver handling a mobile phone</td>
<td></td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>C</td>
<td>Second image (different angle) of driver handling a mobile phone</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>BP</td>
<td>Copy of Image B pixelated to de-identify content other than the driver and the phone</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>CP</td>
<td>Copy of Image C pixelated to de-identify content other than the driver and the phone</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Driver Crop B</td>
<td>A cropped copy of Image B focussed on the driver and phone</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Driver Crop C</td>
<td>A cropped copy of Image C focussed on the driver and phone</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>
The Agency will not generally access the Images, with limited exceptions such as to undertake audit and Certification processes or in connection with Compliance Action (eg for the purpose of issuing warning letters or to prosecute a matter in Court).

(d) The MPDC System must send the Images required by section 5.3(c) to be analysed using artificial intelligence Software to determine if a potential Offence has occurred, including to classify the likelihood of an Offence having occurred.

(e) If a possible Offence has occurred, the MPDC System must send the Images required by section 5.3(c) to the Contractor’s authorised operators for pre-verification of the Offence. In this Scope of Works, when images are described as ‘cropped’ or ‘pixelated’ this means:

(i) Cropped: Where required, an Image must be manipulated to remove unwanted parts from the Image and show only the driver of the vehicle and other parts of the Image that show evidence of a potential Offence; and

(ii) Pixelated: To ensure compliance with Privacy Laws, where required, parts of an Image must be pixelated (ie displayed as a small number of large pixels masking parts of the Image) to disguise all information except the elements that show evidence of a potential Offence being committed by the driver of the vehicle. By way of example, to disguise the identity of any passengers by masking their facial features.

(f) If following the pre-verification process a possible Offence has occurred, the MPDC System must create an Incident File that includes copies of all captured Images and shows details of the offending vehicle to enable it to be identified, unless obscured by other vehicles.

(g) The Incident Files must contain all Images that have been captured or produced, including Images in both their unaltered original format and in their pixelated and cropped (as applicable) format. The MPDC System must then extract and transfer the Incident Files (including all Images) to the Agency’s CES via the Agency’s IT network.

(h) Statistical capture for Incident Files must include the vehicle location details being detected and recorded accurately in the appropriate log file. No allowance will be made for lighting and flash issues.

(i) Where the MPDC System uses a radar to detect each vehicle, when the vehicle reaches the capture point the Camera Device must then be triggered to capture the required Images. When using a non-invasive sensor or sensor system to detect vehicles, vehicles must also be identified.

5.4 Design requirements

Physical location and security requirements dictate the primary design constraints for Fixed Camera Systems and Transportable Camera Systems.

(a) General

(i) The Fixed Camera Systems and Transportable Camera Systems must comply with the General Requirements for Outdoor Electronic Equipment Specification No. TSI-SP-016 (attached at Appendix 2 (General
Requirements for Outdoor Electronic Equipment Specification No. TSI-SP-016) of this Scope of Works.

(ii) Any Equipment potentially subject to flooding (eg: pit mounted Equipment) must comply with Ingress Protection Rating 68 Enclosures.

(iii) All external/exposed connectors must be adequately protected against the environment and vandalism.

(b) **Environmental Limits**

The Contractor must ensure that the Fixed Camera Systems and Transportable Camera Systems meet the Specifications and all the functional requirements during all weather and lighting conditions, including extreme temperature, brilliant sunshine, overcast skies, heavy rain, fog, day or night and a corrosive environment and otherwise be Fit for Purpose. Without prejudice to the foregoing, the Fixed Camera Systems and Transportable Camera Systems must be capable as a minimum of withstanding, and be fully functional and operate as required by the Agreement and this Scope of Works in, the following minimum conditions:

<table>
<thead>
<tr>
<th><strong>Environmental Limits</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property</strong></td>
<td><strong>Units</strong></td>
<td><strong>Value/Range</strong></td>
</tr>
<tr>
<td>Temperature (of outside air)</td>
<td>°C</td>
<td>-10 to 50°C</td>
</tr>
<tr>
<td></td>
<td></td>
<td>-20 to 70°C storage without adverse effect</td>
</tr>
<tr>
<td>Relative Humidity</td>
<td>%</td>
<td>0 – 95% non-condensing within the temperature range -10 to 50°C</td>
</tr>
<tr>
<td>Shock + Vibration</td>
<td></td>
<td>Must be able to withstand shock and vibration levels expected of the environment where the systems are to be located.</td>
</tr>
<tr>
<td>Dirt and Moisture</td>
<td></td>
<td>Housing sealed to Ingress Protection Rating 55 Enclosures</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equipment potentially subject to flooding must comply with Ingress Protection Rating 68 Enclosures</td>
</tr>
</tbody>
</table>

(c) The Contractor must minimise the use of cooling fans, and if cooling fans or other temperature control devices are necessary, their use must not cause vibrations or reliability issues which compromise the reliability and performance of the Fixed Camera Systems and Transportable Camera Systems.
(d) Power Requirements

The Fixed Camera Systems and Transportable Camera Systems must comply with the following:

<table>
<thead>
<tr>
<th>Property</th>
<th>Units</th>
<th>Value/Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Input Power Supply</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voltage/Frequency</td>
<td>V AC</td>
<td>Must operate normally for 210-270v and 48-52 Hz but for 0-280v 44-55 Hz damage must not occur.</td>
</tr>
<tr>
<td>Frequency</td>
<td>Hz</td>
<td>50 – 60</td>
</tr>
<tr>
<td>Power</td>
<td>Watts</td>
<td>2400 max</td>
</tr>
</tbody>
</table>

(i) The Fixed Camera Systems and Transportable Camera Systems must restart automatically whenever the power to the uninterruptible power supply is restored and the batteries have been charged. The Fixed Camera Systems and Transportable Camera Systems must return to their normal operating condition in compliance with all requirements of the Agreement and this Scope of Works.

(ii) The Contractor must allow the Agency to connect its equipment to the Contractor supplied uninterruptible power supply up to a maximum load of 150W.

Notwithstanding the above requirements, the Contractor must also supply and interface any further uninterruptible power supply or power management systems that are required to provide the required Fixed Camera Systems and Transportable Camera Systems.

5.5 Electrical systems

(a) All Equipment must comply with the relevant provisions of the current AS/NZS 3000 (Electrical installations - Wiring Rules) and any other requirements of relevant Laws.

(b) Switches must be supplied and located such that the computer and all other components can be turned off without the need to remove cables or other components.

(c) All mains powered equipment must be fitted with an IEC320 compliant connector.

(d) All cabling, connector and circuit boards must be suitable for environment, power and data connection applications and must comply with all relevant mandatory requirements of the Australian Communications and Media Authority (including AS/CA S009:2013 Installation requirements for Customer Cabling (Wiring Rules) Standard) and other approvals or requirements of relevant Laws.

(e) Wiring arrangements must be approved by the Agency. A certificate of compliance must be issued for all electrical and data cabling work carried out by the Contractor.
5.6 Electromagnetic interference and compatibility

All hardware and electronic components must comply with AS 61000.6.2 – EMC Generic standard testing confirming immunity for industrial environments and ensuring the Equipment's suitability for typical roadside applications.

5.7 Data and network security

(a) In respect of data and network security:

(i) The Contractor must ensure the network, computer, Software and Equipment security systems in place do not allow any unauthorised access to either the MPDC System, the Services or any Data, and ensure the security is never compromised.

(ii) The Contractor must ensure that the access to physical Equipment used as part of the Services and any information stored in the MPDC System is limited to active operations Contractor Personnel and that access to Software and hardware are managed in respect of staff who resign or who are dismissed.

(iii) Subject to paragraph (b), all security mechanisms and components, whether physical or electronic, must be approved by the Agency at the time of type recommendation and no change may be made to any such mechanism without approval by the Agency.

(iv) The Contractor must protect the MPDC System from being affected by electronic attack. The MPDC System must detect, log and reject any unauthorised access to the MPDC System (locally or via network), or unauthorised attempts to access, alter or otherwise tamper with Data stored in the MPDC System.

(v) If any Data becomes accessible outside the MPDC System, the Contractor must ensure that the accessed Data is encrypted using strong encryption of an industry accepted standard.

(vi) The Contractor must take all measures necessary to ensure that the MPDC System is not subject to a virus.

(vii) The MPDC System must utilise network and data security measures that are compliant with the Solution Security Documentation.

(viii) Physical security and access control measures are to be adopted in relation to all control and management facilities.

(ix) To ensure the MPDC System is safe and tamper proof, the Contractor must ensure that the MPDC System is compliant with AS ISO/IEC 27001:2015 (Information technology - Security techniques - Information security management systems – Requirements) and ISO/IEC 27033-2:2012 (Information technology – security techniques – network security).

(b) In circumstances where it is not reasonably practicable to obtain the Agency's prior consent to a change in any security mechanism or component, the Contractor must immediately notify the Agency of the proposed change, whether physical or electronic and ensure:
(i) as a result of making such change, the MPDC System and Services continue to comply with the requirements of the Agreement, this Scope of Works and any Project Orders;

(ii) implementation of the change does not impact on the delivery of the Services or the MPDC program; and

(iii) the Contractor complies with any requirements for re-Certification of Camera Devices where that is required as a result of the change.

5.8 Network interface

(a) WAN network

(i) The Contractor must supply and install all WAN networking components that are required for the MPDC System to operate in accordance with this Agreement and Scope of Works.

(ii) The WAN network must be available:

(A) for Fixed Camera Systems, 24 hours per day, seven days per week; and

(B) for Transportable Camera Systems, at all times they are deployed to perform Enforcement Services as required by the Deployment Schedule.

The WAN network availability must facilitate MPDC System access requirements for monitoring and maintenance activities.

(b) Interface specification

The Contractor must comply, and must ensure the MPDC System complies, with the Digital Camera Interface IS-1 Specification.

5.9 Support utilities

(a) The Contractor must deliver all pre-verified Incident Files, including Images and associated metadata to the Agency's CES via the Agency's IT network. The Incident Files must be delivered in an encrypted and secure format.

(b) The Contractor must provide an extraction utility that will allow file decryption, digital signature extraction and verification for all Incident Files. The utility must also include Image extraction capability to a generic format image and data format defined in the Digital Camera Interface IS-1 Specification.

5.10 Incident file and storage requirements

(a) The MPDC System must include a data storage solution which:

(i) can store all Images captured from Camera Devices and Incident Files analysed by artificial intelligence and pre-verified by Contractor Personnel for the storage periods set out in this Scope of Works (or as otherwise agreed with the Agency) to ensure compliance with Laws and any reasonable directions of the Agency in connection with compliance with Laws; and
(ii) complies with the Agency's data management requirements, privacy policy and privacy protection standards as provided to the Contractor by the Agency from time to time.

(b) [Redacted]

(c) Images, Incident Files and other relevant Data must be stored in a manner compatible with the Digital Camera Interface IS-1 Specification and must not impede normal MPDC System performance, irrespective of the level of data stored. If storage media is replaced as part of a maintenance activity, the Contractor must:

(i) permanently and irretrievably delete all content from the data storage unit and provide evidence to the Agency's satisfaction that all Images, Incident Files and other relevant Data has been successfully deleted; or

(ii) if requested by the Agency, provide the data storage unit to the Agency for disposal.

(d) File name convention:

Incident Files and Images must comply with a standard file naming convention as described in the Digital Camera Interface IS-1 Specification.

5.11 Multiple layer operator access to the MPDC System

(a) The MPDC System must provide for at least three levels of operator access and multiple individual user credentials as follows:

(i) **Super User**: The Super User must be capable of full MPDC System configuration and monitoring and this access should only be held by representatives of the Contractor.

(ii) **Operator access**: Operator level access must allow for MPDC System monitoring and testing for the purpose of ongoing Certification and other maintenance and testing requirements, but this access level must prevent critical fields from being mistakenly modified.

(b) The Contractor must not access a Fixed Camera System or Transportable Camera System (including to address a Defect) without the prior approval of the Agency. If the Contractor is granted approval to access a Fixed Camera System or Transportable Camera System for a specific purpose (including to address a Defect or perform Restoration) **(Access Approval)**, the Contractor must not access:

(i) that Fixed Camera System or Transportable Camera System for any other purpose; or

(ii) any other Fixed Camera System or Transportable Camera System or other Agency system.

5.12 MPDC System monitoring, configuration and control

(a) All MPDC System hardware and Software configuration parameters must be configurable via the Contractor's remote network interface utility. MPDC System monitoring and maintenance must be possible by remote network access. The MPDC System must be capable of supporting remote Software updates.

(b) All Fixed Camera Systems and Transportable Camera Systems must be remotely resettable, including complete program reset and system reboot.
(c) Network access should provide a utility to enable file system browsing, file transfer and execution.

(d) Remote and local users must be supplied with sufficient diagnostic tools to evaluate system performance, control system operation and examine system parameters. Data should include:

(i) detailed process information including process name, memory used, CPU usage;

(ii) application security and maintenance logs; and

(iii) disk usage.

(e) As the MPDC System will be made up of a number of detection components critical to the correct functioning of the MPDC System, the MPDC System must have the ability to clearly and efficiently monitor the online status of all MPDC System critical components and Equipment.

(f) All MPDC System critical components will require monitoring and alarming in the event of failure or unavailability due to network issues or other issues.

(g) These status indicators and alarms must include:

(i) Site network and component availability;

(ii) all network linked components including router control computers;

(iii) all lane cameras and integrated computers if they exist;

(iv) cessation of all mission critical components;

(v) cessation or reduced detection data from the Fixed Camera Systems or Transportable Camera Systems;

(vi) on-site data storage reaching in excess of 70% storage capacity; and

(vii) time out between vehicle detections.

(h) The monitoring alarm indicators must be graphic and text based and must be of a style and type which is manageable when Fixed Camera Systems and Transportable Camera Systems are operational.

(i) The MPDC System must enable geographical observing and tracking of all Fixed Camera Systems and Transportable Camera Systems.

(j) The MPDC System must include appropriate communication and monitoring systems between the Fixed Camera Systems and Transportable Camera Systems and the Contractor’s base of operations.

(k) The MPDC System must also allow for the generation of scheduled reports for performance and maintenance applications. The reports must be functional and assist in the efficient maintenance support of the overall MPDC System. The reports must be combined and filtered into relevant maintenance categories allowing for efficient scheduling of maintenance or remedial work.

(l) The reports must include:

(i) daily maintenance issues list available for support Personnel including Subcontractors;
(ii) reports broken into communication, technical and performance or other logical categories suitable for supporting efficient MPDC System maintenance; and

(iii) support Personnel email requirements with operations management system.

5.13 Performance of Transportable Camera Systems

(a) The Contractor must:

(i) provide sufficient Equipment (including trailers) to satisfy the requirements for Transportable Camera Systems; and

(ii) ensure all such Equipment (including trailers) for the Transportable Camera Systems is fully operational and equipped to perform Enforcement Services at all times,

as required by the Agreement, this Scope of Works and each Project Order.

(b) The Contractor must register any required vehicles or trailers in New South Wales.

(c) The Contractor must provide sufficient trailers and resources to ensure continuity of Service for the Term.

(d) The Contractor must provide Transportable Camera Systems (which must include trailers equipped with Approved Enforcement Devices) to enable Enforcement Services from all approved roadside locations nominated and notified to the Contractor by the Agency.

(e) The type, layout and appearance of the Transportable Camera Systems that are used as part of the MPDC System must be approved by the Agency.

(f) The Contractor must ensure all trailers or other Equipment forming part of the Transportable Camera Systems are accessed and operated only by fully trained Contractor Personnel.

(g) Transportable Camera Systems must:

(i) be maintained by the Contractor in a safe and roadworthy condition (documented minimal downtime due to mechanical or operational defects) including tyre rotation;

(ii) be professionally presented with minimal dents or scratches;

(iii) have all required and current registrations and comprehensive insurance, including for any vehicle used with a Transportable Camera System during Enforcement Services;

(iv) be able to be used in Enforcement Services without impacting members of the public and/or work health and safety requirements regarding emissions and noise;

(v) comply with all relevant Laws including Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2017 and Vehicle Standard Australian Design Rule 42 and Vehicle Standards Bulletin VSB1; and

(vi) comply with all other requirements specified in the Agreement and this Scope of Works.

(h) Trailers used as part of the Transportable Camera Systems must be fitted with:
(i) 360 degrees CCTV surveillance;
(ii) vehicle tracking (GPS); and
(iii) a 4G and/or above communication and monitoring system.

5.14 Safety requirements

(a) The Contractor must provide Transportable Camera Systems which have safe, secure, stable at deployed height and suitable mounting for all Equipment which addresses operator and public safety and variable Site-specific environments.

(b) The Transportable Camera Systems must be capable of being operated fully autonomously for periods of up to a week or more.

(c) Trailer and Equipment design and operational placement must comply with all applicable Laws, including those relating to work health and safety and with all applicable Australian vehicle safety design rules and regulations including the Australian Design Rules (ADR) administered under the Motor Vehicle Standards Act 1989 (Cth).

(d) Where required by Law or an Agency Policy, a Transportable Camera System must have all required safety compliance certificates.

(e) Transportable Camera Systems must be fitted with physical securing and movement prevention facilities suitable for stand-alone operations.

(f) Updated field operations safe work method statement must be made available in relation to vehicle-based field operations and approved by the Agency’s compliance department prior to deployment of a Transportable Camera System and should be based on drafts provided as part of the Pilot document entitled “Acusensus field operations SWMS” with an issue date of 1st May 2018.

5.15 Trailer colour and shape

The Contractor must ensure that all Transportable Camera Systems comply with the Agency’s requirements relating to physical appearance (eg colour and shape) provided to the Contractor by the Agency from time to time. If the Agency requires a change to the physical appearance of the Transportable Camera Systems, after the Project Order Commencement Date of the relevant Project Order, the relevant fees set out in the Fee Schedule will apply.

6 Enforcement Services

6.1 General requirements

(a) The Contractor must perform all activities and tasks necessary for the successful operation of the Enforcement Services to meet the requirements in the Agreement, this Scope of Works and each Project Order.

(b) Without limiting section 6.1(a) of this Scope of Works, in respect of a Project Order, the Contractor must perform the Enforcement Services set out in this section 6 (Enforcement Services) and any additional Services set out in that Project Order.

(c) The Contractor must ensure the Enforcement Services meet the Service Levels.
(d) Following Acceptance under the first Project Order entered into under the Agreement, the Agency will notify the Contractor of the start date for the commencement of the Enforcement Services under the Agreement and that Project Order, which for the purposes of the Agreement will be the 'Service Start Date'. The Contractor must begin providing Enforcement Services on and from the Service Start Date.

6.2 Enforcement Services roles and responsibilities

(a) Each Fixed Camera System and Transportable Camera System must capture images of vehicles in accordance with section 5.3 of this Scope of Works.

(b) For each Image captured, the MPDC System and the Contractor must (subject to sections 5.10(b)(ii) and 5.10(b)(iii) of this Scope of Works) comply with the following process:

(i) each relevant Image must first be analysed using artificial intelligence Software to determine if a potential Offence has occurred;

(ii) if the analysis by artificial intelligence determines that no Offence has occurred, the entire Incident File must be permanently and irretrievably deleted from the MPDC System within 60 minutes from the time of Image capture;

(iii) if the analysis by artificial intelligence determines that a possible Offence has occurred, the Contractor's authorised operators will perform a manual pre-verification of the relevant Image to confirm if an Offence has occurred, which must happen within 48 hours from the time the Image is captured;

(iv) if the Contractor's authorised operators determine that no Offence has occurred, the entire Incident File must be permanently and irretrievably deleted from the MPDC System and the Contractor's systems within 72 hours from the time the Image is captured; and

(v) if the Contractor's authorised operators determine that an Offence has occurred, the Contractor must deliver, in an encrypted and secure format, the relevant Incident File, including Images required under section 5.3 of this Scope of Works and associated metadata to the Agency's CES via the Agency's IT network, within 72 hours from the time the relevant Image is captured. The entire Incident File must be permanently and irretrievably deleted from the MPDC System within 72 hours from the time the Image is captured.

(c) All analysis and pre-verification activities must be performed in compliance with all requirements under the Agreement, this Scope of Works and each Project Order. Incident Files erroneously rejected by the Contractor as part of their pre-verification activities will be counted as an Incident File that has not met required standards. The Agency will provide a set of adjudication business rules to assist the Contractor's authorised operators perform the pre-verification process (but the Contractor remains responsible for the performance of the pre-verification activities). The Contractor must ensure that only fully trained and qualified pre-verification Contractor Personnel conduct pre-verification activities relating to a potential Offence.

(d) The Contractor must provide facilities and resources to enable a performance review by the Agency of the analysis performed by the artificial intelligence
Software on Images and Incident Files to validate them for technical reasons and for the purpose of Compliance Action.

(e) As part of the Enforcement Services, the Contractor must:

(i) on or before the Service Start Date, prepare a Contractor Personnel Code of Conduct for approval by the Agency, and the Contractor must ensure that all Contractor Personnel and Subcontractors comply with the approved Contractor Personnel Code of Conduct;

(ii) provide Enforcement Services in accordance with the adjudication business rules provided by the Agency to the Contractor;

(iii) provide a secure data transmission solution for potential Offences and associated Incident Files and information to a server and SFTG designated by the Agency;

(iv) ensure the MPDC System complies with the required interface specifications detailed in the Digital Camera Interface IS-1 Specification;

(v) ensure the MPDC System and the Services are performed as required to meet and exceed the Service Levels;

(vi) provide technical experts with detailed knowledge of the MPDC System and the Camera Devices for appearance in court as required by the Agency to support Compliance Action;

(vii) perform scheduled reviews and/or updates on enforcement times and calendars as required (but at least each 6-monthly period) to ensure the correct and accurate Datablock always appears on Images, for example to account for daylight savings changes; and

(viii) perform ad-hoc reviews and/or updates on Enforcement Services as requested by the Agency for special events held in NSW.

6.3 Transportable Camera Systems - Enforcement Services

(a) Additional requirements

For the deployment of Transportable Camera Systems, the Contractor must:

(i) provide a security system (physical and electronic) that includes sufficient process and safeguards, to ensure the physical safety of Contractor operators during Enforcement Services at required Sites; provide Enforcement Services at the Sites, and on the dates, times and periods, specified in the approved Deployment Schedule referred to in section 6.3(c) of this Scope of Works;

(ii) provide uniquely signed test documentation and certificates of all Transportable Camera System Enforcement Services that can be manually or automatically transferred to the Agency with detected Offences to validate session testing in a secure PDF format or similar. It must not be possible to copy or duplicate any inserted signature and the signature must be unique for each document; and

(iii) record and photograph the placement of Transportable Camera Systems to be taken from the approach side for all Enforcement Services deployment
sessions (this will provide evidence that driver distractions have been minimised and enable the Agency to provide accurate and timely responses to media, to enquiries under the Government Information (Public Access) Act 2009 (NSW) (GIPPA), or to public enquiries).

(b) Enforcement rollout for Transportable Camera Systems

For Transportable Camera System Enforcement Services, the Agency will notify the Contractor when Enforcement Services will commence, which shall be in accordance with the approved Deployment Schedule referred to in section 6.3(c) of this Scope of Works.

(c) Deployment Schedule

(i) The Agency will provide a draft deployment schedule for Transportable Camera Systems within the first five (5) days of each month (Deployment Schedule). It will provide a proposed schedule for the following month (i.e. at the beginning of February the Agency will provide the draft Deployment Schedule for March) and will be available for Contractor feedback. The Deployment Schedule will detail the proposed Sites, date, time and duration for each Transportable Camera System deployment.

(ii) The Contractor must provide feedback on the draft Deployment Schedule on or before the 15th day of every month to enable the Agency to finalise and approve the Deployment Schedule for the next month.

(iii) The Contractor must allocate and manage Contractor Personnel, Equipment and vehicles to deploy the Transportable Camera Systems at the Sites and at the times specified in the final approved Deployment Schedule provided to the Contractor by the Agency.

(d) Standard Operating Procedures (SOP) Manual

(i) Prior to the Service Start Date, the Contractor must develop and provide to the Agency for its approval, a Standard Operating Procedures (SOP) Manual in respect of the Services.

(ii) The Contractor must maintain and comply with, and ensure that all Contractor Personnel comply with, the Standard Operating Procedures (SOP) Manual approved by the Agency.

(e) Performance monitoring and reporting requirements

(i) The Contractor must:

(A) for Transportable Camera Systems, provide a weekly report of the Sites and times rostered by the Agency in the Deployment Schedule against the Sites and times actually deployed, including detailed reasons for any variation and details of which a Transportable Camera System and operator was deployed to provide the Enforcement Services. Such reports must be in a format approved by the Agency. The report will be called the TCS Deployment Report;

(B) for Transportable Camera Systems, issue a report on noise levels to be expected in all operational Transportable Camera Systems when providing Enforcement Services;
provide test, Certification, operational and quality documentation and reports to meet the requirements specified in the Agreement and this Scope of Works within the required timeframe(s);

(D) provide quarterly certification on the efficient and effective management of the Services including the management of work health and safety and other risks; and

(E) abide by all policies, business rules and required documentation issued by the Agency to operate and manage the Services.

(ii) In addition, the Contractor must supply automated performance monitoring tools for weekly MPDC System performance reporting in a format agreed with the Agency. The performance parameters must include:

(A) total vehicle counts for each detection point at each Site;

(B) lane specific breakdown of statistics at each Site;

(C) the number of potential Offences detected at each Site; and

(D) the number of images successfully retrieved at each of the detection points at each Site.

6.4 MPDC System inspection

(a) The Contractor must allow the Agency (or its agent) access to inspect, audit and verify the MPDC System, Fixed Camera Systems, Transportable Camera Systems, Enforcement Services, and all training and relevant documentation for the purpose of ensuring the Contractor’s work is carried out in a safe, compliant and professional manner, and is otherwise in accordance with the Agreement, this Scope of Works and the relevant Project Orders.

(b) The Contractor must provide such assistance as the Agency may reasonably request in respect of any MPDC System inspection, including for example providing certain Contractor Personnel to assist or participate in any such inspection and/or to provide documentation related to the MPDC System or the Services.

(c) The Contractor must allow the Agency to participate as an observer or advisor to the training of groups of Contractor operators in either a classroom or in-field training situations for the purpose of ensuring the Contractor’s work is carried out in a safe, compliant and professional manner, and is otherwise in accordance with the Agreement, this Scope of Works and the relevant Project Orders.

6.5 Quality management

(a) The Contractor must provide and maintain a quality management system in compliance with, or of a standard equivalent to, AS/NZS ISO 9001:2016 (Quality management systems – Requirements) accreditations.

(b) Image pre-verification and quality management must be undertaken by the Contractor in accordance with AS/NZS ISO 9001:2016 (Quality management systems – Requirements) and the quality assurance and business rules provided by the Agency.
(c) The Contractor must have comprehensive quality management processes for the following:

(i) technical and operational evaluation of each Image;
(ii) Image and Offence pre-verification;
(iii) all required Certification and the relevant certificates as required by Road Transport Laws;
(iv) processes to ensure the MPDC System (including all Fixed Camera Systems and Transportable Camera Systems) operates as required by the Agreement, this Scope of Works and all Project Orders;
(v) Datablock integrity;
(vi) for Transportable Camera Systems, reporting of Enforcement Services against the Deployment Schedule;
(vii) to ensure Images showing Offences can be used in Compliance Action;
(viii) provision of all reports required by the Agreement, this Scope of Works and all Project Orders; and
(ix) Site and Datablock parameters must only be accessible through restricted access rights to avoid mistaken data corruption.

(d) The Contractor must have quality measures in place to ensure the quality of Images, Incident Files and all required documentation and information are consistent and compliant with requirements of the Agreement, this Scope of Works, all Project Orders and Road Transport Laws.

7 Support and Maintenance

7.1 General requirements

(a) The Contractor must perform all activities and tasks necessary for the successful operation of the Maintenance and Support Services to meet the requirements in the Agreement, this Scope of Works and each Project Order.

(b) The Contractor must ensure the Maintenance and Support Services meet the Service Levels.

7.2 Scope of Maintenance and Support Services

(a) Once the MPDC System is installed and Acceptance Tests have been completed successfully, the Contractor is responsible for the ongoing support and maintenance of the MPDC System (including all Equipment and Camera Devices).

(b) The Contractor is responsible for the support and maintenance of the MPDC System and all related Equipment, including the following:

(i) all MPDC System components and related Equipment (including WAN networking components);
(ii) all Camera Devices, and all ancillary Equipment including sensors, detectors and peripherals;

(iii) in-cabinet power distribution;

(iv) in-cabinet communications cabling;

(v) in-cabinet communications switches and routers;

(vi) installed time servers;

(vii) portable power supply units;

(viii) maintaining circuit breakers and residual current devices, including any resetting of the Equipment (if the pre-loaded circuit breakers or residual current devices are not suitable for the Contractor's MPDC System, they may be replaced after consultation with and approval by the Agency);

(ix) data and power cabling and peripherals; and

(x) maintaining all other Equipment and components forming part of the MPDC System.

(c) The Agency will retain responsibility for the following items:

(i) the 230V power supply to a fixed Site;

(ii) on a Site visit, if a Defect is detected in respect of the operation of the MPDC System components designated as an Agency Dependency, the Contractor must report the nature of the Defect detected and the Agency will arrange for management or maintenance to be conducted involving the repair or replacement of the relevant components designated as an Agency Dependency; and

(iii) at the discretion of the Agency, the Contractor may be provided with spare parts by the Agency to efficiently address the maintenance and replacement of components. The Agency may also engage the Contractor to replace the items from their stock of spares.

(d) The Agency will:

(i) provide notification of all Defect or maintenance events identified by the Agency, and these must be promptly rectified by the Contractor to ensure compliance with the Specifications and the requirements of the Agreement, this Scope of Works and the relevant Project Orders; and

(ii) provide or allow such access to the Fixed Camera Systems at Sites as required to rectify Defects. While this may be preferred to be via remote access, in certain circumstances physical attendance may be required at a Site. The availability or otherwise of remote access to Sites will not affect the Contractor's obligation to meet the Service Levels and the requirements of the Agreement, this Scope of Works and the relevant Project Orders.

(e) The Contractor must maintain and support all Equipment at all Sites for Fixed Camera Systems and the Transportable Camera Systems and manage and perform the Enforcement Services in accordance with Agency's required processes.
7.3 Support and maintenance requirements

(a) The Contractor must ensure that all Contractor Personnel carry appropriate identification and make it available upon request while performing the Services, including when operating a Transportable Camera Device.

(b) The Contractor must provide senior management and operational contacts to work with nominated Agency staff on technical and operational issues on a regularly agreed basis as required by the Agency.

(c) The Contractor must document relevant procedures to demonstrate the performance of the MPDC System against the criteria set out in this Scope of Works and the Specifications.

(d) The Contractor must undertake all support and maintenance works in a timely and effective manner and ensure the Services meet the Service Levels.

(e) The Contractor must check, investigate and repair Equipment Defects on an as-required basis. If a Defect is identified, the Contractor must respond to the Agency and promptly rectify the Defect in accordance with section 7.13(c) of this Scope of Works to ensure ongoing compliance with the Service Levels.

7.4 Spares

(a) The Contractor must supply and manage the procurement, use, maintenance and replacement of spare Equipment required to ensure that it is able to perform the Enforcement Services in accordance with the Agreement, this Scope of Works and the Project Orders.

(b) The Contractor must provide enough spare Equipment and trained Personnel to maintain and/or repair all Equipment and components forming part of the MPDC System so that it meets the technical and operating requirements of this Scope of Works.

(c) The Contractor must prepare a comprehensive inventory of spare Equipment to be held and skilled Personnel to be used (names and relevant experience/qualifications) that must be provided to the Agency.

(d) The Contractor must:

(i) have sufficient spare Equipment (including for example spare trailers for Transportable Camera Systems) when attending to resolve Defects or undertaking Certification for the MPDC System. This is so that any Defects can be rectified immediately, and the Certification process can still be completed as scheduled;

(ii) ensure spare Equipment is, where required, of the same model and version (i.e. like for like) of those items of Equipment in use as part of the MPDC System;

(iii) ensure spare Equipment if fully supported by the Contractor;

(iv) ensure spare Equipment is fully compatible and interoperable with the MPDC System;
(v) the Contractor ensuring that all spare Equipment supplied is accurate, in
   good working order and Fit for Purpose (by way of example, if it is not new
   but refurbished it must be of equivalent quality as if it was new); and

(vi) the Contractor ensuring all spare Equipment is tested and calibrated in
    accordance with the standards required by the Agreement, this Scope of
    Works and all Project Orders.

(e) The Contractor bears all risk in relation to the availability, cost, quality, functionality,
    delivery, Fit for Purpose, maintenance and storage of spare Equipment.

7.5 MPDC System monitoring and maintenance

(a) Monitoring and maintenance

(i) The Contractor must provide all on-site maintenance to rectify all MPDC
    System Defects, so that all aspects of the MPDC System operate in
    accordance with the Specifications and this Scope of Works.

(ii) The MPDC System must retain the capacity to allow for emergency data
    retrieval, in case of communications network failure, utilising manual file
    retrieval procedures.

(iii) Maintenance functionality must also be available from a locally attached
    engineer workstation using a client application or web-based interface. It
    must use a similar command interface as the remote network interface.

(iv) Physical connection points for the workstations must be easily accessible
    from ground level.

(v) Connection of the local workstation must not require the disconnection of the
    MPDC System from the WAN network.

(vi) Local and remote access to the MPDC System must be password protected.
    Individual operators must log in using their user ID and a unique password
    prior to undertaking operational or maintenance tasks. All such access must
    be logged by the MPDC System.

(vii) Software must be supplied allowing the connected interface to view
    infringement and test files generated by the MPDC System.

(viii) The Contractor must participate in any random safety audits conducted by
    the Agency during the performance of Maintenance and Support Services.

(b) Automated MPDC System maintenance management:

(i) The Contractor must supply an efficient and effective maintenance
    management solution which automates the monitoring and reporting of all
    critical components of the MPDC System. The monitoring and reporting
    system must illustrate the network status of the Contractor’s Equipment and
    alerts relating to any network or Defect components and automate the
    scheduling of maintenance activity with a minimum level of maintenance
    intervention.

(ii) Each week, the monitoring and reporting system must provide a report on
    maintenance activity status for all outstanding maintenance issues and
    maintenance and reliability issues relating to the complete MPDC System
network. These reports must cover multiple components, network components, MPDC System, data storage components and time servers. The Agency may request ad-hoc reports from time to time.

7.6 Preventative maintenance services

(a) The Contractor must perform preventive maintenance services including monitoring and testing of the MPDC System (including Equipment and Camera Devices) at intervals of not more than 180 days and in any event at frequencies no less than the original manufacturer's recommendations. Outcomes of the routine maintenance, including measured or calculated performance indices of the MPDC System (including Equipment and Camera Devices) must be reported to the Agency by the submission of an activity report on completion of each scheduled activity.

(b) The list of approved activities must be consolidated to form a 'preventative maintenance schedule' and progress on or alteration to this schedule must be reported each month.

(c) The monitoring and testing under section 7.6(a) of this Scope of Works must also include periodic MPDC System verification and testing activities to ensure that all remote systems and the central system are operating satisfactorily and in accordance with this Agreement and the Scope of Works.

(d) The Contractor must perform all scheduled maintenance tasks as recommended by original Equipment manufacturers.

7.7 Garaging of Transportable Camera Systems and other Equipment

(a) The Contractor must provide facilities and services for the secure storage of Transportable Camera Systems and other Equipment.

(b) The Contractor must take all reasonable steps to mitigate and minimise the risk of the Transportable Camera Systems and other Equipment being subject to vandalism or tampering. The Agency will provide reasonable assistance to mitigate against the risk of the Transportable Camera Systems and other Equipment being subject to vandalism or tampering. If vandalism or tampering does occur, then without limiting section 7.9(a), the Contractor must promptly take all necessary steps to rectify any damage.

7.8 Maintenance of Transportable Camera Systems and other Equipment

(a) The Contractor must:

(i) maintain the Transportable Camera Systems and other Equipment in accordance with the Agency's requirements set out in the Agreement and this Scope of Works;

(ii) maintain the Transportable Camera Systems and other Equipment in accordance with the manufacturers recommended standards (including performing scheduled maintenance tasks as recommended by trailer or technical Equipment manufacturers); and

(iii) maintain records of inspection, service and/or maintenance (including those conducted at each deployment and for other purposes).
(b) Maintenance must include safety checks of the Transportable Camera Systems including the trailers and towing vehicle, brakes, tyres and all other safety equipment.

(c) The Contractor must ensure that all work performed in any inspection, servicing and/or maintenance of the Transportable Camera Systems or other equipment is performed by competent and licensed persons.

(d) Upon request from the Agency, the Contractor must provide the Agency or the Agency’s representatives with access to the Transportable Camera Systems and any other equipment for inspection, as well as any maintenance records associated with those Transportable Camera Systems, vehicles and/or other equipment used in connection with Enforcement Services and Transportable Camera Systems.

(e) All Transportable Camera Systems (including all equipment and trailers forming part of the Transportable Camera Systems) are to be kept clean and professional in appearance to the public. Transportable Camera System appearance will be monitored and reviewed by the Agency on an ongoing basis. If a Transportable Camera System is found to not be of a type approved and presented and deployed in a professional manner, the Contractor must rectify or replace the Transportable Camera System within 15 days of being so advised by the Agency. The Agency will advise if a different vehicle may be utilised in the interim period when issues with the Transportable Camera System are being rectified.

7.9 Repair and replacement

(a) Rectification and related work carried out by the Contractor on Equipment will be at the Contractor's expense, whether the Defects or faults are due to materials and/or workmanship not being in accordance with the Agreement. This includes MPDC System damage due to vandalism and theft of Transportable Camera Systems, trailers and/or equipment.

(b) The Contractor must repair, restore or replace any Equipment or component forming part of the MPDC System that is not operating to the Specification or requirements of the Agreement, this Scope of Works or the relevant Project Order.

(c) The Contractor must retain enough Transportable Camera Systems, trailers, authorised operators and other equipment to ensure the continuity of the Enforcement Services throughout the Term.

7.10 Activity based requirements

(a) The following activities are considered as Maintenance and Support Services and must be provided by the Contractor:

(i) advise the Agency of the requirement to perform maintenance activities or Defect rectification;

(ii) advise the Agency of the possible length of time required to complete diagnosis, rectification and/or maintenance for Defects or general maintenance;

(iii) have sufficient resources available to meet the requirements of the Agreement, this Scope of Works and all Project Orders;
(iv) perform Services in a timely and punctual manner including arriving to Sites on time when Services are to be performed at Sites;

(v) provide authorised Contractor Personnel that are adequately trained in the Services and repair of all supplied MPDC System components;

(vi) provide authorised and appropriately trained Personnel to perform Certification activities;

(vii) ensure Contractor Personnel have full and accurate information regarding Defects when performing activities to resolve and rectify Defects;

(viii) engage in remote rectification of Defects only if the issue is likely to be resolved or if initial diagnosis may be conducted and ensure prompt Site attendance if the Defect is not rectified;

(ix) advise the Agency of any need to perform Certification of any Camera Devices following any maintenance or upgrade work;

(x) promptly following completion of maintenance work, provide feedback to the Agency documenting evidence of work undertaken to resolve any maintenance work and include rationale behind the work in a timely fashion, including by completing a 'functional service check report' on each accession for maintenance activities; and

(xi) if Certification is required between day 1 and 90 from last scheduled Certification for a Camera Device, due to a Defect or any other unscheduled maintenance event, then the Contractor must bear the cost of this Certification.

7.11 Replacement of components

As part of maintenance activity, no key Equipment or Software component should be replaced without advice to and the prior consent of the Agency, and no Equipment or Software component that has not been approved by the Agency should be installed as part of this maintenance activity without the prior consent of the Agency.

7.12 Non-performance

(a) The Contractor must correct all Defects to ensure the MPDC System operates at all times in accordance with the Agreement, this Scope of Works and all Project Orders, and to ensure the Services meet the Service Levels.

(b) This includes Restoration to Resolve any Defect or any feature causing reductions in Image readability such as deterioration of optical camera focus, alignment or adjustment and flash configuration, in a professional, timely and efficient manner and otherwise in accordance with the timeframes required under the Agreement, this Scope of Works and each Project Order.

(c) Maintenance requiring physical Site access must be minimised and synchronised with the Certification interval where possible except when relating to the repair or replacement of critical components causing MPDC System or Camera Device operational issues. Maintenance must include cleaning, re-calibration, adjustments, sensor inspections and component replacements. Compliance with this obligation will not excuse or limit the Contractor’s obligations to meet the Service Levels.
(d) Following Restoration or rectification of any Defect, the Contractor must, if required, undertake appropriate testing and the required Certification. Where recalibration of the Fixed Camera System or Transportable Camera System (including any Camera Device) is required the Contractor must notify the Agency immediately and the recalibration scheduled and/or performed.

7.13 Non-conformance handling

(a) MPDC System issues:

The Contractor must have the necessary troubleshooting tools to permit remote diagnosis of Software or hardware issues and Defects. It must not be necessary to disassemble the Fixed Camera Systems or Transportable Camera Systems to determine which hardware or Software component has become unserviceable.

(b) Power issues:

(i) If an ongoing power outage occurs, the MPDC System must store the time and the nature of the power loss in the system log.

(ii) If power resumes after an outage, the MPDC System must automatically power up with appropriate functionality for communications and user interface as was in place prior to the outage. The MPDC System must confirm if any scheduled tasks are applicable that may not have been undertaken during the outage and apply them as appropriate prior to enabling enforcement.

(c) Responding, Restoration and reporting

(i) Where a Defect is identified by the Agency, a report will be created by the Agency and issued to the Contractor in written or electronic format as required by the Agency which provides details of the Defect and the request for rectification. A verbal, an email or maintenance event notification of a Defect by the Agency to the Contractor will be considered notification of a Defect.

(ii) Following receipt of a notification under section 7.13(c)(i) of this Scope of Works, or where a Defect is identified by the Contractor, the Contractor must promptly Respond to the notice in writing to the Agency outlining when and how the Defect is to be resolved and the MPDC System Restored (Maintenance Response). The Defect Response must, as a minimum, include the scheduled date for Restoration, the name(s) of the Contractor Personnel to be engaged in the Restoration and any potential Equipment or Software that may be required to be replaced. The Contractor must also advise the Agency at this point if a recalibration of a Fixed Camera System or Transportable Camera System may be required as a result of the activities to be undertaken.

(iii) The Contractor will then ensure that Restoration is completed to ensure ongoing compliance with the Service Levels.

(iv) Promptly following Restoration (and in any event within 2 Business Days), the Contractor must provide a Restoration report setting out the nature of the Defect, the Contractor Personnel (or appropriate Subcontractors) that were engaged in the repair, the detail of repairs undertaken, and any Equipment/parts replaced and/or Software modified. Where the issue is
Resolved in the same day as it is identified then both the Response and Restoration of the issue may be contained in a single report.

(v) The Contractor must also provide a report, within two Business Days of the end of each month, which outlines all Defects occurring (raised) during the month, the Defects rectified during the month and any Defects that remain outstanding at the close of the month. The report must be in a format suitable to the Agency.

8 Testing

8.1 Acceptance Tests

(a) In respect of each Project Order, the Contractor must present the Services, MPDC System and all Fixed Camera Systems and/or Transportable Camera Systems (as applicable) for commissioning and Acceptance at least one week in advance of the required Milestone Due Date for that Project Order, fully compliant with the requirements of the Agreement, this Scope of Works and that Project Order.

(b) All Acceptance Tests will be undertaken in accordance with the relevant Acceptance Test Plan and clause 8 (Installation Services) of the Agreement.

(c) The Services and the MPDC System Acceptance Tests must be tested against the requirements of the Agreement, this Scope of Works and the relevant Project Orders.

(d) The Contractor has primary responsibility for undertaking all Acceptance Tests (unless otherwise agreed with the Agency). The Agency, or its agent, is entitled to attend any Acceptance Test when the tests are carried out. The Agency may provide concurrence or recommended remedial action at the end of Acceptance Tests.

8.2 Whole MPDC System Acceptance Test

When required by the Agency, or if required by an agreed Acceptance Test Plan, where Acceptance Tests are being carried out for a Project Order the Contractor must conduct an Acceptance Test for the entire MPDC System and Enforcement Services. The purpose of these Acceptance Tests is to demonstrate that the MPDC System (and each part thereof) and the Enforcement Services as a whole are operating in accordance with the Agreement, this Scope of Works and the relevant Project Orders.

8.3 Testing of new or changes Equipment or Software

A verification procedure under traffic conditions (or other Acceptance Test as required by the Agency) is required to be undertaken by the Contractor where there are any changes to Software or Equipment forming any part of the MPDC System from that previously approved by the Agency, subject to the discretion of the Agency.

9 Certification

9.1 Certification services

(a) Except where the Agency advises the Contractor that it will perform particular Services, the Contractor must perform all the Services set out in this section 9 in
relation to Certification and approvals required under Road Transport Laws for the MPDC System and the Services.

(b) The Contractor must ensure:

(i) it complies with all Agency approved standards, prescribed procedures and documented processes with regards to inspection, Certification and testing of the MPDC System and Camera Devices; and

(ii) that only Approved Enforcement Devices are used in connection with the MPDC System and the Services.

(c) The Contractor must ensure that all Camera Devices used in connection with the MPDC System and the Services have been inspected, tested and Certified in accordance with the requirements of Road Transport Laws, the Agreement and this Scope of Works.

(d) The Contractor must:

(i) routinely inspect and test all Camera Devices used in connection with the MPDC System and the Services, such testing and inspection must occur:

(A) at least once during every Prescribed Period (which as at the Commencement Date is at least once every 90 days), and the Agency requires that Certification of a Camera Device must be generally undertaken between days 70 and 80 from the previous Certification;

(B) for Camera Devices forming part of a Transportable Camera System, on a “per deployment basis” prior to each deployment of a Transportable Camera System to provide Enforcement Services at a Site pursuant to the Deployment Schedule;

(C) if a Fixed Camera System or Transportable Camera System is removed from service, including as a result of an accident, Defects or faults or damage, or for maintenance, as soon as the Fixed Camera System or Transportable Camera System is ready to return to service; and

(D) prior to any new Camera Device being used as part of the MPDC System or Services.

(ii) in respect of each Camera Device, provide a certificate signed and dated by the Appropriate Inspection Officer who inspected and tested the Camera Device that complies with the requirements of Road Transport Laws, as evidence the Camera Device is an Approved Enforcement Device; and

(iii) when providing Incident Files or Images to the Agency, ensure that for each relevant Image a current and valid certificate (as referred to in section 9.1(d)(ii) of this Scope of Works) is Included and provided to the Agency for the Camera Device that captured the relevant Images.

(e) To ensure Images captured by Camera Devices may be used in Compliance Action, the Contractor must ensure all Camera Devices used in connection with the MPDC System and the Services are routinely inspected and tested, and at all times have a current and valid certificate (as referred to in section 9.1(d)(ii) of this Scope of Works), including where there are changes to the MPDC System and the Services (in particular changes or updates to Camera Devices).
(f) The Contractor must ensure that only fully trained, qualified and authorised Personnel operate Equipment and Camera Devices and only trained, qualified and authorised Personnel are used for inspecting and testing Camera Devices to verify each Image captured and associated documentation is true and accurate.

(g) The Contractor must have several authorised Appropriate Inspection Officers to ensure the Contractor, and the MPDC System (including the Camera Devices), complies at all times with the requirements of this section 9.

(h) The Contractor must, upon at least 1 Business Days' notice, allow officers of the Agency (or its authorised third party) to audit, inspect and verify the MPDC System (including any aspect of the Camera Devices on Fixed Camera Systems or Transportable Camera Systems) and the Contractor’s processes used in connection with the Services, for any purpose related to compliance with this section 9 or Certification under Road Transport Laws. The Contractor must comply with all reasonable requests made by the Agency (or its authorised third party) in relation to this inspection.

(i) The Agency shall determine the level and frequency of testing or documentation required to satisfy the requirements of this section 9 and Road Transport Laws.

(j) If any part of the MPDC System or the Services does not pass an inspection, audit or Certification process, the Contractor must notify the Agency immediately and must immediately take all remedial action required to remedy any failure and must ensure there is no negative impact on the delivery of the Services. Such failure or delay in obtaining Certification will not constitute a valid reason to fail to comply with any of the Service Levels or the requirements of the Agreement, this Scope of Works or the Project Orders.

(k) Any certificates to be provided to the Agency must be checked by the Contractor prior to submission to the Agency and must be free from errors, omissions or corrections. Where a certificate does not meet this standard, it must be re-submitted by the Contractor’s testing officer within 2 Business Days of notification and rectification must occur at no further cost to the Agency.

(l) At the time of Certification, the Contractor must also ensure/check:

(i) device functionality and accuracy;
(ii) sensors are operating according to manufacturer's specifications;
(iii) system operating correctly and recording required offences;
(iv) camera alignment is correct;
(v) Image quality;
(vi) correct details within Images, including Security Indicators and Datablock;
(vii) flash operation (if relevant);
(viii) Camera Device housing and lens; and
(ix) a hard disk drive 'health check' which includes at least:

(A) assessing hard drive capacity;
(B) defragmentation (if required);
(C) removal of obsolete files (if required);
(D) repairs (if required); and
(E) ancillary devices.

(m) Where the Agency requires its own Appropriate Inspection Officer to carry out its own certification checks and tests, the Contractor must provide all assistance reasonably requested including training, documentation, demonstrations and materials in the Contractor’s possession to support that process.

(n) The Contractor must not use a Camera Device as part of the MPDC System or in connection with performing the Services unless it is an Approved Enforcement Device.

9.2 Certification Personnel

(a) Where authorisation of Contractor Personnel is required to perform Services under the Agreement, the Contractor must provide the following details as a minimum to enable the Agency to process the request for authorisation:

(i) certificate of training in the operation and testing of Camera Devices (and where required as Appropriate Inspection Officers who can Certify a Camera Device as an Approved Enforcement Devices); and

(ii) evidence of training in manufacturer’s recommended calibration procedure(s),

and notwithstanding the above, the Agency may request further evidence be submitted prior to an authorisation being approved.

(b) The Agency cannot guarantee the provision of authorisation of officers as requested by the Contractor. The Contractor must allow a period of up to one month for the receipt and processing of an authorisation request. Attendance at testing of non-authorised officers must be for training purposes only and must not unduly delay the conduct of any required Certification activities. All Contractor Personnel undertaking Certification of Camera Devices must also be fully trained in the MPDC System operation, function and repair so as to allow any Defects arising to be rectified on-site and allow the Certification to be completed as per scheduled dates.

9.3 Test method and certificate evidence compliance

(a) All tests performed by the Contractor must be in accordance with prescribed procedures and documented processes that have been approved by the Agency. No variation to the approved procedures is permitted without the prior written approval of the Agency.

(b) In respect of each Camera Device, the Contractor must provide a certificate signed by the Appropriate Inspection Officer who inspected and tested the Camera Device that complies with the requirements of Road Transport Laws, certifying the Camera Device tested is an Approved Enforcement Device and is correctly working and functioning to the manufacturer’s specifications. Certificates supplied by the Contractor must be in digital format.
(c) When the Contractor is responsible for Certification of Camera Devices, the Contractor must ensure that all electronic certificates are provided to the Agency and received in the Agency's CES within the same day of the testing and Certification being undertaken. The certificate must be uniquely identifiable to the Agency's CES so that Offences and Incident Files can be verified against the corresponding certificate. It should be received into the Agency's CES prior to any Incident Files being provided that contain Images captured from the relevant Camera Device.

(d) If requested, physical certificates must be received by the Agency within 2 Business Days of the testing and Certification being undertaken.

(e) The Contractor must develop a Software application that can be used by certain permitted users (being Appropriate Inspection Officers and Authorised Officers of the Agency) to facilitate inspecting and testing Camera Devices for the purposes of Certification. This Software application must at a minimum:

(i) be accessible via a web interface and provide secure access only to permitted users;

(ii) allow permitted users to view sample Images produced by a Fixed Camera System and/or Transportable Camera System (as applicable) at a Site;

(iii) if Certification is successful, enable permitted users to create two separate documents as follows:

(A) a current and valid certificate of Certification (as referred to in section 9.1(d)(ii) of this Scope of Works) signed and dated by the relevant Appropriate Inspection Officer, including details of the Fixed Camera System and/or Transportable Camera System (as applicable) and the Site; and

(B) a test report which details the inspections and tests that were carried out to verify the operation of the Camera Devices forming part of the Fixed Camera System and/or Transportable Camera System (as applicable); and

(iv) enable the permitted users to instantly transfer the documents referred to in section 9.3(e)(iii) of this Scope of Works to the Agency's CES via the Agency's IT network.

Any additional functionality or requirements for this Software application will be agreed by the Agency and the Contractor.

9.4 Certification schedule

All Camera Devices forming part of new Fixed Camera Systems or Transportable Camera Systems that require Certification must be included in a Certification schedule presented to the Agency on a monthly basis at the start of each month. The Agency reserves the right to vary Certification schedules as required to meet its project specific requirements for the Services. Where Certification services are provided due to the repair or replacement of Equipment or as a result of a Defect, these Certification services must be at no additional cost to the Agency and must be undertaken as soon as practicable after the rectification is complete.
10 Training

10.1 MPDC System training requirements

(a) Within 10 Business Days of the Commencement Date, the Contractor must provide a training plan and schedule in respect of the MPDC System and the Services to be approved by the Agency.

(b) The Contractor must provide competency-based training to a sufficient number of Contractor Personnel so that the Contractor can reliably deliver all Services.

(c) The Contractor must provide competency-based training to nominated Agency Personnel on all aspects of the MPDC System and Services. This must include the provision of a training schedule and training material in accordance with reasonable Agency requirements. The training provided must cater for up to 30 Agency Personnel up to twice per calendar year. A form of certificate acceptable to the Agency must be issued to Agency Personnel for this training.

(d) All Contractor Personnel who provide training must demonstrate advanced MPDC System design and operational knowledge and the Contractor must provide evidence of such experience and competence when requested by the Agency. All training programs must be delivered in a modular based format. The Agency reserves the right to monitor the delivery of all training programs to ensure quality and continued relevance to the Services.

10.2 Technical competency-based and expert witness training

(a) At least once per calendar year, [redacted], the Contractor must provide [redacted] training comprising;

(i) technical competency-based training [redacted]; and

(ii) expert witness training as described in section 10.4(a) and 10.4(b).

Any additional training in the relevant calendar year, will be chargeable in accordance with the Fee Schedule.

(b) The training package for Agency Personnel and/or the Agency's approved contractors must by tailored for their areas of involvement and responsibilities, and should include relevant general, operational, maintenance and Software (for technical staff) components. Training on the use of the MPDC System must be able to be demonstrated in an office training facility for both theory and practical components.

(c) All formal training material including program, session plans and presentations proposed must be submitted to the Agency for approval prior to delivery of training. The Agency reserves the right to review, inspect and adjust, or require the Contractor to adjust, the training materials to ensure they meet the Agency's requirements. The Contractor, in conjunction with the Agency, must undertake a yearly review of the training requirements to identify any improvements to the training program.

(d) The training must include:
(i) the provision of training for 'Authorised Officers' and 'Appropriate Inspection Officers' of the Agency to install, inspect and Certify Camera Devices as Approved Enforcement Devices in accordance with the requirements of Road Transport Laws;

(ii) the provision of comprehensive training on any other technology or Software that is used as part of, or that work in conjunction with, the MPDC System;

(iii) provision of training for operational and technical Personnel of the Agency;

(iv) work health and safety training, particularly working on roadside and working when working at heights; and

(v) trailer deployment training, for deployment of Transportable Camera Systems.

(e) Training provided to operational and technical staff of the Agency must include:

(i) breach detection (i.e. Images) and data retrieval or download, both on-Site and by remote operation;

(ii) remote and local MPDC System diagnostics and monitoring;

(iii) remote and local MPDC System configuration;

(iv) remote and local MPDC System and test procedures;

(v) maintenance, Certification and verification procedures to meet any periodic requirements required by Laws (including Road Transport Laws);

(vi) remote and local MPDC System Certification procedures;

(vii) system logging and statistics storage and collection;

(viii) recommended maintenance, Certification and verification procedures;

(ix) vehicle detection system monitoring and test procedures; and

(x) time server monitoring and maintenance procedures.

(f) The list of all trained Contractor Personnel as authorised operators must be kept up to date and delivered to the Agency on a monthly basis and also on commencement and cessation of each member of Contractor Personnel.

(g) The Contractor must not engage any new authorised operators without receiving prior authorisation in writing from the Agency (other than in the course of undertaking supervised training as part of their training program authorised by the Agency).

(h) Evidence of training and competency obtained for each authorised operator must be kept by the Contractor for the duration of the Term or longer as required by Law and must be produced to the Agency upon request.

(i) The first tranche of training and authorisation of Personnel must be completed prior to the Service Start Date.
10.3 Contractor incident pre-verification training

(a) The Contractor must provide comprehensive training for all Contractor Personnel involved in the Offence pre-verification process. The training must include:

(i) MPDC System overview from Image capture through to pre-verification and an introduction to the management of Offences and Incident Files for Compliance Action;

(ii) rationale for and requirements of pre-verification, including compliance with the adjudication business rules provided by the Agency;

(iii) the Contractor's pre-verification system operation and processes;

(iv) requirements for the Contractor Personnel Code of Conduct; and

(v) training regarding privacy considerations and the requirements for privacy set out in the Agreement and this Scope of Works.

(b) Records of the training and the trained Contractor Personnel must be maintained and is subject to review by the Agency.

10.4 Expert witness training

(a) It may be necessary for Contractor Personnel or the Agency Personnel to appear in court to support Compliance Action. In support of this, the Contractor must provide training on the technical and operational aspects of the MPDC System and Services for:

(i) Agency Personnel, including court attendees and expert witnesses;

(ii) Contractor technical expert witnesses and court advocates; and

(iii) Contractor compliance authorised officers and Appropriate Inspection Officers.

(b) The provision of comprehensive training on the MPDC System must be provided to 'Technical Expert' level for up to 5 engineering Personnel each from both the Agency and the Contractor's Personnel in support of Compliance Action.

(c) In addition, the Contractor must ensure that all Contractor Personnel required for court attendance are informed and made available to attend any court matters as nominated by the Agency.

(d) The Contractor will facilitate the deployment and provision of Contractor Personnel to provide technical expert services as required by the Agency without affecting the performance of its obligations under the Agreement.

10.5 WHS training

(a) The Contractor must provide training to all Contractor Personnel in risk assessment and how to apply safe work method statements regarding the setting up and delivery of the Services, suitable for inclusion in a competency-based training program.

(b) Training must be delivered by a qualified and competent technical or project management senior staff member to the Agency standards.
The Contractor must provide written evidence of appropriate training of all operational Contractor Personnel and safety planning prior to undertaking any work and this must apply to all Contractor Personnel engaged in the Services.

11 Service Levels and Service Credits

11.1 Performance requirements

(a) The Contractor must monitor the performance of the MPDC System and the Services and report to the Agency to ensure the Agency objectives and requirements of the Agreement and this Scope of Works are met.

(b) The performance against all Service Levels will be monitored continuously by the Agency for the application of Service Credits.

(c) The MPDC System and the Services must meet or exceed the Service Levels and the requirements of this section 11 (Service Levels and Service Credits).

(d) Failure to meet the Service Levels in any month may result in the payment of a Service Credit. [Redacted]

11.2 Service level regime

(a) The Service Level regime will commence on the Service Start Date.

(b) The Service Level regime will be reviewed every 12 months from the Service Start Date, at each occasion the Scope of Works changes as agreed by the Agency, and at each occasion a new Project Order is entered into by the parties. Any proposed changes to the Service Level regime arising out of the reviews will be discussed with the Contractor and agreed between the parties (acting reasonably and in good faith). Any proposed changes to the Service Level regime will be documented in accordance with the change process set out in clause 22 (Changes to Services) of the Agreement.

11.3 Service Level reporting and remedies for Service Level failure

(a) Subject to paragraph (b):

(i) the Contractor must provide a monthly report to the Agency (in a form approved by the Agency) in which the Contractor’s performance is measured against the Service Levels and must include every instance in which the Contractor fails to meet the Service Levels and all information necessary to enable the Agency to audit the Contractor’s compliance with the Service Levels and verify the level of Service Credits; and

(ii) if in any calendar month the Contractor fails to measure its performance against the Service Levels and provide the required report, the Contractor will be deemed to have missed all of the unmeasured or unreported Service Levels unless the Contractor can demonstrate to the reasonable satisfaction of the Agency that such failures did not occur (which must be acknowledged by the Agency in writing).
(b) The Contractor will not be required to report in relation to the following Service Levels, unless the Agency has put in place arrangements that provide for measurement of performance against the Service Level or has otherwise provided to the Contractor information that would enable it to report on performance against the Service Level:

(i) section 11.7 - MPDC System Offence vehicle detection service level;

(ii) section 11.8 – MPDC System artificial intelligence Offence detection service level;

(iii) section 11.10 – Incident File and Image quality service level; and

(iv) section 11.11 – Erroneous pre-verification by Contractor Personnel.

(c) If the Contractor fails to meet any Service Levels, the Contractor must apply a Service Credit to the Agency for the next invoice (or if no further invoice will be raised, must pay to the Agency promptly on demand) an amount equal to the applicable Service Credits.

(d) If requested to do so by the Agency, if the Contractor fails to meet any Service Levels, the Contractor must within 5 Business Days of a request prepare an action plan and submit it to the Agency identifying the failed Service Levels and the reasons for such failure and setting out the steps the Contractor will implement to rectify any issues and ensure compliance with the Service Levels going forward.

(e) In addition to the Agency’s other rights and remedies under the Agreement and at Law, where the Contractor significantly fails to meet the Service Level applicable to:

(i) [Redacted]; or

(ii) [Redacted],

(a Service Level Termination Event), then the Agency may by providing notice to the Contractor immediately terminate the Agreement (in whole or in part) for cause pursuant to clause 28.1 (Termination for Contractor breach and specific events) of the Agreement. A “significant” failure to meet a Service Level for these purposes means [redacted].

11.4 Relief from performance

(a) If the Contractor identifies that due to the actions of a third party or a failure of the Agency to meet an Agency Dependency:

(i) the Contractor is not able to meet one or more Service Levels; or

(ii) the calculation of a specified Service Level would be impacted,

the Contractor may issue a notice to the Agency (the SLA Relief Request), seeking:

(iii) relief from meeting a Service Level; or
(iv) that the calculation of the Contractor's overall achievement be adjusted to account for the fact that the Contractor was precluded from achieving the relevant Service Level for a specified period of time.

(b) For example, circumstances which may cause the Contractor to seek relief under this section may include:

(i) a schedule outage agreed in advance with the Agency for maintenance; or

(ii) exceptional weather events and conditions.

The Contractor is not entitled to relief under this section in respect of acts or omissions by Contractor Personnel or any of its Subcontractors.

(c) The Agency may, by notifying the Contractor within a reasonable period of time:

(i) grant the Contractor relief from meeting the Service Levels for a specified period of time assessed by the Agency;

(ii) agree to adjust the calculation of the Service Level in a manner and by an amount assessed by the Agency; or

(iii) acting reasonably, reject the Contractor's SLA Relief Request and provide to the Contractor details of the reasons why.

11.5 Fixed Camera System availability service level

(a) The Fixed Camera Systems are considered available for the purposes of this Service Level when there are no Defects relating to any Fixed Camera System and all Fixed Camera Systems are fully operating in accordance with the agreed Specification and the requirements of the Agreement, this Scope of Works and the relevant Project Orders, they are active, operational and producing Images across all required lanes which are being processed for non-compliant driver behaviour and potential Offences.

(b) Measurement period: Measured monthly.

(c) [Redacted]

(d) [Redacted]

(e) [Redacted]
11.6 Transportable Camera System service level

(a) A Transportable Camera System is considered available for the purposes of this Service Level when:

(i) there are no Defects relating to that Transportable Camera System and it is fully operating in accordance with the agreed Specification and the requirements of the Agreement, this Scope of Works and the relevant Project Order, it is active, operational and producing Images across all required lanes which are being processed for non-compliant driver behaviour and potential Offences; and

(ii) that Transportable Camera System has been deployed at the correct Site, on the correct date, correct time and for the required period of time, as set out in the approved Deployment Schedule.

(b) Measurement period: Measured monthly.

(c) [Redacted]

(d) [Redacted]

(e) [Redacted]

11.7 MPDC System Offence vehicle detection service level

(a) Each Fixed Camera System and Transportable Camera System must capture Images [redacted] passing through the enforcement zone [redacted] across all required lanes at all Sites.

(b) Measurement period: Measured monthly.

(c) [Redacted]

(d) [Redacted]

(e) [Redacted]

11.8 MPDC System artificial intelligence Offence detection service level

(a) For Images captured by each Fixed Camera System and Transportable Camera System, the MPDC System must ensure Images which display a potential Offence are identified during the analysis performed using artificial intelligence Software and all relevant Incident Files are created.

(b) Measurement period: Measured monthly.

(c) [Redacted]

(d) [Redacted]

11.9 Incident delivery service level

(a) The Contractor must ensure that Incident Files containing Images that have been pre-verified by Contractor Personnel as displaying potential Offences are delivered to the Agency's CES via the Agency's IT network within the required time-frame.

(b) Measurement period: Measured monthly.
(c) [Redacted]

(d) [Redacted]

11.10 Incident File and Image quality service level

(a) The Contractor must ensure that Incident Files and Images are of sufficient technical and photographic quality to enable pre-verification Contractor Personnel to identify a potential Offence and the Agency’s adjudication staff to confirm an Offence.

(b) For the purposes of this Service Level, issues that could result in an Incident File being considered of unsatisfactory technical quality include:

(i) it contains any inaccurate data, for example the Datablock or Security Indicator are incorrect;

(ii) it does not include the required certificate to show the required Certification has taken place;

(iii) it is missing required data, for example the Datablock or Security Indicator are missing;

(iv) there is a MPDC System misconfiguration by the Contractor; or

(v) it otherwise does not conform with the requirements set out in the Agreement, this Scope of Works or the relevant Project Orders.

(c) For the purposes of this Service Level, issues that could result in Images being considered of unsatisfactory photographic quality include:

(i) Cropped Images used for pre-verification display more than the portion of the photograph where the driver is present;

(ii) Incident Files forwarded to the Agency’s CES don’t contain Images that meet the requirements for being pixelated (eg they show the identity of passengers) or adequately showing the Offence has occurred; or

(iii) adjudicators can’t identify a vehicle’s number plate as well as the vehicle make and model.

(d) Measurement period: Measured monthly.

(e) [Redacted]

(f) [Redacted]

11.11 Erroneous pre-verification by Contractor Personnel

(a) The Contractor must ensure that only Incident Files which contain Images of Offences are forwarded to the Agency for adjudication.

(b) Measurement period: Measured monthly.

(c) [Redacted]

(d) [Redacted]
11.12 Maintenance support service levels

(a) The Contractor must ensure that Responses and Restoration of Defects and other maintenance issues are undertaken within timeframes agreed by the Agency. Planned maintenance activities, when scheduled, must also be actioned and closed according to the timeframes agreed by the Agency.

(b) Measurement period: Measured monthly.

(c) [Redacted]

(d) [Redacted]

11.13 Privacy service levels

(a) The Agency expects all Incident Files, Images, files and metadata will be handled and processed by the Contractor with the utmost care and attention to Privacy Laws and privacy considerations. [Redacted].

(b) Measurement period: Measured monthly.

(c) [Redacted]

(d) [Redacted]

The Contractor must also take any disciplinary action deemed appropriate according to its code of conduct and ethics policy.

11.14 IT security service levels

(a) The Agency expects that all IT security requirements are fully implemented at all times to maintain the electronic and network integrity of all the Contractor systems used in connection with the Services. These include the MPDC System, the Incident File transfer systems and the incident pre-verification system.

(b) Measurement period: Measured monthly.

(c) [Redacted]

(d) [Redacted]

(e) [Redacted]

11.15 Service Level Performance Audit Process

(a) Within 20 Business Days of the Commencement Date, the parties will agree an audit process that enables the Agency to audit and verify the Contractor’s compliance with the Service Levels (Service Level Performance Audit Process). The Service Level Performance Audit Process must include:

(i) the storage of Data, Images, Incident Files and related log files in connection with the MPDC System and Enforcement Services for periods longer than required under the Agreement and this Scope of Works, such periods to be agreed by the parties; and

(ii) the MPDC System (including each Fixed Camera System and Transportable Camera System) being designed and built to enable the retrieval and transfer of Performance Audit Report PDFs,

(b) The MPDC System must facilitate scheduled audit functionality where key components of the MPDC System performance can be recorded and reported for all Fixed Camera Systems and Transportable Camera Systems.
12 Documentation

12.1 Project Documents

(a) The Contractor must provide the following documentation in respect of the MPDC System and the Services as part of the System Documentation required under clause 13 of the Agreement:

(i) A standard operating manual in relation to the Services, including set up of Enforcement Services for Fixed Camera Systems and Transportable Camera Systems.

(ii) An approved pre-verifica ti on procedures document including the adjudication business rules provided by the Agency and a manual on the pre-verifica ti on services incorporating the Contractor’s quality management system processes.


(iv) Certification and test documentation, in accordance with Road Transport Laws, covering the operation of Camera Devices and how Certification and test will be performed to ensure Camera Devices are Approved Enforcement Devices for the purposes of Road Transport Laws.

(v) As-built documentation, including MPDC System and Camera Device diagrams, pole locations and other related installed Equipment in relation to the MPDC System such as built electrical and mechanical (parts & wiring) information.

(vi) For each project Order, each Installation Plan and Acceptance Test Plan.

(vii) TCS Deployment Report.

(viii) A privacy and incident file permanent deletion strategy.

(ix) MPDC System technical manuals including LAN network diagrams.

(x) MPDC System operations manuals.

(xi) Training documentation for the MPDC System and all peripheral Equipment and systems.

(xii) Solution Security Documentation.

All Project Documents must be developed to a standard acceptable for inclusion in an ISO 9001 quality management system.
(b) Unless another approval process applies in respect of a Project Document in the Agreement or this Scope of Works, within 10 Business Days after receipt of a Project Document, the Agency will notify the Contractor that it either:

(i) accepts the Project Document or

(ii) requires changes to the Project Document.

(c) If the Agency requires changes to a Project Document, then the Contractor must submit a further version of the Project Document to the Agency for approval within 5 Business Days after receiving notice from the Agency. In addition to the other rights and remedies of the Agency in the Agreement, this Scope of Works and any Project Order, the Agency may continue to exercise its rights under section until it receives a set of Project Document that it accepts.

(d) The Contractor must update all Project Documents (with version control) if it identifies relevant trends or circumstances impacting the accuracy, relevance or completeness of the Project Documents. This can be identified through either self-verification processes or the Agency reporting of Defects for the purposes of continuous improvement and no further occurrences of Defects.

12.2 Reports

(a) The requirements for reports generally will fall into the following categories, but will be subject to change as directed by the Agency:

(i) monthly summary documents – unless otherwise agreed in the Agreement, these must be submitted to the Agency within 3 Business Days of the end of the month and must contain the number of each type of Service provided during the month and the comparison to scheduled deployments. The report must also highlight any reasons for discrepancies between forecast and actual work volumes;

(ii) enforcement reconciliation report documents – unless otherwise agreed in the Agreement, these must be submitted to the Agency within 3 Business Days of the end of the month and must contain a report that shows the total of actual hours enforced, the Fixed Camera Systems and Transportable Camera Systems rostered by the Agency relative to the actual deployments utilised and the start and end times using a twenty four hour clock format of enforcement rostered by the Agency to the start and end times of Enforcement Services delivered. Use of an alternate Site and/or hour must include suitable commentary as to the reasons for the change(s) and if available, the Agency approval details;

(iii) change to scheduled deployment – for the Agency, these must be completed at the time of the Enforcement Services and submitted to the Agency within 1 Business Day of the date the activity was undertaken. This will provide an audit trail of documentation relating to any change in a scheduled location due to reasons beyond the control of the Contractor; and

(iv) WHS Incident Reports - these must be completed at the time of the Enforcement Services and submitted to the Agency as soon as possible based on severity including the date of the activity. This will provide an audit trail of documentation relating to any incident involving an operator, including high risk Site register and the Site maintenance report and Defect reports. The Contractor is responsible for meeting all WHS Laws in relation to reporting work health and safety incidents.
(b) By agreement all reports and Project Documents required to be provided by the Agreement, this Scope of Works and any Project Orders must be delivered to the Agency at the required intervals, initially manually to be followed electronically and automatically. All reports (however delivered) must be completed in full, proofread and free of error.

(c) The Agency reserves the right to add, delete or modify any documentation relating to the Services as and when required.

(d) Timing of reports:

The Contractor must provide reports to the Agency in accordance with the following schedule. Details of the individual reports are provided below.

<table>
<thead>
<tr>
<th>Title</th>
<th>Frequency</th>
<th>Short MPDC enforcement description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enforcement Reconciliation</td>
<td>Monthly</td>
<td>Details of enforcement hours delivered by Fixed Camera Systems and Transportable Camera Systems against allocated ordered schedule of Fixed Camera Systems and Transportable Camera Systems and ordered scheduled hours. Report must also contain Offences detected, as they relate to Sites, conditions or alternative Sites used for Transportable Camera Systems</td>
</tr>
<tr>
<td>Transportable Camera System operation</td>
<td>Monthly</td>
<td>Number of Transportable Camera Systems, including trailers, and operators in service and Certification information</td>
</tr>
<tr>
<td>MPDC System certification/calibration reports</td>
<td>On change</td>
<td>Detailed list of Camera Devices and related Equipment including relevant serial numbers, vehicle registration, etc.</td>
</tr>
<tr>
<td>Operator details</td>
<td>Monthly or on update</td>
<td>List of Contractor authorised operators with training details and operator authorisations. Including employment and service dates for start and end as relevant</td>
</tr>
<tr>
<td>WHS Incident Report/Statistics</td>
<td>Monthly</td>
<td>Details of the cumulative incidents, near misses, public interaction and Equipment damage for Fixed Camera Systems and Transportable Camera Systems, including date and time</td>
</tr>
<tr>
<td>Report on the time to deliver Images from each Fixed Camera Systems and Transportable Camera Systems to the Agency's CES</td>
<td>Monthly</td>
<td>Details of the Contractor's performance against each delivery timetable and the Service Levels.</td>
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<tr>
<td>High Risk Site</td>
<td>Monthly or on</td>
<td>Details of high risk or vandal impacted Sites, Fixed Camera Systems and</td>
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Gilbert + Tobin 3440-2877-0830 v1
<table>
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<tr>
<th>Title</th>
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<tr>
<td>Registers</td>
<td>change to High</td>
<td>Transportable Camera Systems, including a rating on a rolling 12 month of data.</td>
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</table>
Appendix 1  List of applicable standards and codes

The following Agency Specifications, Australian and international specifications and documents (as each may be amended from time to time) apply to the provision of Services under the Agreement, this Scope of Works and every Project Order.

Australian and International Standard Specifications

<table>
<thead>
<tr>
<th>Vandal resistance</th>
<th>Bullet-resistant panels and elements</th>
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<tbody>
<tr>
<td>AS/NZS 2343:1997</td>
<td>Building Elements for Intruder Resistance</td>
</tr>
<tr>
<td>AS3555.1:2003</td>
<td>Lightning protection</td>
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Protection Standards

<table>
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<tr>
<th>Protection Standards</th>
<th>Lightning protection</th>
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<tbody>
<tr>
<td>AS/NZS 1768-2007</td>
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Electrical Installation Guidelines

<table>
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<tr>
<th>Electrical Installation Guidelines</th>
<th>Electrical installations—Verification guidelines</th>
</tr>
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<tbody>
<tr>
<td>AS/NZS 3017:2007</td>
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Fibre Optic Safety and labelling

<table>
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<tr>
<th>Fibre Optic Safety and labelling</th>
<th>Safety of laser products - Safety of optical fibre communication systems (OFCS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AS/NZS IEC 60825.2:2011</td>
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Photobiological safety of lamps and lamp systems

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<tbody>
<tr>
<td>AS/NZS IEC 62471 2011</td>
<td>Photobiological safety of lamps and lamp systems</td>
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<tr>
<th>Agency Specification Titles</th>
<th>Issue / Number Published by:</th>
<th>Issue Date</th>
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<tbody>
<tr>
<td>General Requirements for Electronic Components and Assemblies for Outdoor Equipment</td>
<td>TSI-SP-016 Latest Revision</td>
<td>30/03/2017</td>
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<tr>
<td>Traffic control of at work sites</td>
<td>RMS18.898</td>
<td>27/07/2018</td>
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<tr>
<td>Agency QA Specification G22 - Occupational health and safety (construction and maintenance works)</td>
<td>G22-E5/R7</td>
<td>27/09/2018</td>
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<tr>
<td>Pit covers and frames</td>
<td>TSI-SP-055</td>
<td>13/03/2017</td>
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Appendix 2 General Requirements for Outdoor Electronic Equipment Specification No. TSI-SP-016

See separate document titled ‘Appendix 2 - General Requirements for Outdoor Electronic Equipment Specification No. TSI-SP-016’
SPECIFICATION NO. TSI-SP-016

GENERAL REQUIREMENTS FOR
OUTDOOR ELECTRONIC EQUIPMENT

Version: 1.0
Issue Date: 30 July, 2010
DISCLAIMER AND CONDITIONS FOR USE OF THIS SPECIFICATION

This Specification has been prepared by the Roads and Traffic Authority of New South Wales (referred to herein as RTA) for use, insofar as it is applicable, in the State of New South Wales for equipment supplied under an RTA order or contract, or under an order or a contract from another party that is required in writing by the RTA to use this Specification.

The use of this RTA Specification other than by those parties stated above and in the manner stated above is not recommended or authorised by the RTA. Any such use is entirely the decision of the user alone. The RTA disclaims all responsibilities and liabilities arising whether directly or indirectly from any such use. The RTA does not warrant that this Specification is error free, nor does the RTA warrant the suitability, fitness or otherwise of this Specification for any stated or implied purposes expressed or implied in this Specification or other documents. By using this Specification, the user agrees to indemnify the RTA against the full amount of all expenses, losses, damages and costs (on a full indemnity basis and whether or not incurred by or awarded against the RTA) which may be suffered by any person or the RTA in connection with or arising out of the use of this Specification in any manner.

The RTA is not under any duty to inform you of any errors in or changes to this Specification.
### RECORD OF AMENDMENTS

<table>
<thead>
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<th>Summary</th>
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<td>1.0</td>
<td>First issue</td>
<td>30 July, 2010</td>
<td>A/Mgr, TSI</td>
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Specification TSI-SP-016 (Copyright RTA 2010)
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7.5.5 Options and Programming Identification
SPECIFICATION No. TSI-SP-016

GENERAL REQUIREMENTS FOR
OUTDOOR ELECTRONIC EQUIPMENT

SECTION 1

1. PRELIMINARIES

1.1 Scope

This specification covers general requirements related to the design, construction and manufacture, including overall quality and reliability, of electronic equipment for outdoor use in association with roads, bridges, tunnels and other road transport infrastructures in the State of New South Wales.

This specification covers electronic equipment custom-designed from component and PCB level, commercial off the shelf (COTS) electronic equipment, and electronic equipment engineered from COTS electronic devices and/or custom-designed electronic assemblies.

NOTE: Equipment covered by this Specification includes electronic road signs, traffic control, monitoring and management equipment, and intelligent transport system (ITS) equipment, and their associated communication equipment.

This Specification may be referenced by other RTA ITS or traffic related specifications or work documents, and shall always be read in conjunction with these referencing documents (known as Referencing Specifications).

1.2 Precedence

In the event of any conflict between this Specification and the Referencing Specification(s), the order of precedence shall be as follows:

(a) The Referencing Specification;

(b) This Specification.

NOTE: Refer to Clause 1.4.1 for precedence of documents referenced by this Specification.
1.3 Application

This Specification is intended to be used as a supplement to dedicated equipment specifications (the Referencing Specifications) and requirements documents, and sets out the technical requirements for the following:

(a) General principles of design, reliability and durability;
(b) Minimum quality of components;
(c) Workmanship and quality assurance of printed circuit boards and electronic assemblies;
(d) Testing procedures, including environmental tests;
(e) Pre-delivery inspection;
(f) Documentation.

1.4 Standards and Specifications

1.4.1 National and International Standards

This Specification calls up Australian and international Standards that are listed in Appendix A.

The equipment shall be designed and manufactured to comply with relevant standards. The order of precedence for standards is as follows:

(a) Australian Standards;
(b) IEC, ISO and ITU-T Standards;
(c) ANSI, IPC, and UL Standards;
(d) Any other standards referred to.

Unless otherwise specified, the applicable issue of a reference document shall be the issue current seven (7) days prior to the closing date for tenders, including such errata, amendments and addenda as may be issued from time to time.
1.4.2 Specifications

This document is to be read in association with the following specifications:

(a) The dedicated equipment specification:

(b) Other applicable Referencing Specifications

(c) RTA Specification HB/1 – Equipment Handbooks.

1.4.3 Regulations

Equipment, including components and assemblies, shall comply with all applicable statutory requirements affecting the design, construction and operation of the equipment.

1.5 Definitions and Glossary of Terms

For the purposes of this Specification, the following definitions and abbreviations shall apply:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.c.</td>
<td>Alternating current</td>
</tr>
<tr>
<td>ACMA</td>
<td>Australian Communications and Media Authority</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute</td>
</tr>
</tbody>
</table>

approval

Where stipulated in this Specification, approval shall be sought by the Supplier in writing from the RTA's Representative, unless the context explicitly refers to approval by or from another authority.

approved

Means approval has been duly sought, and has been given in writing by the RTA's Representative, unless the context explicitly refers to approval by or from another authority.

Authority, or the Authority

The Roads and Traffic Authority of New South Wales

cabling

This category includes cabling that is separate from modules such as inter-module cables, and wiring between other components, such as transformers

CD ROM

Compact Disc Read-Only-Memory
components
- Means the discrete devices forming part of the equipment. They include electronic components such as resistors, transistors and integrated circuits, and mechanical components such as fasteners

Contract, or the Contract
- The contract that uses this Specification as a specification for the contract

Contractor
- The contractor of the contract under which this Specification is a part of the contract document

COTS, or commercial off the shelf
- Where this term is used to describe an equipment or other items, it means the equipment or item is a commercially available equipment or item with which the Supplier or Contractor has no association other than as a buyer of the equipment

custom-designed equipment
- Equipment designed to RTA requirement(s)

d.c.
- Direct current

dedicated equipment specification
- The main RTA equipment specification applicable to the equipment and to which this Specification is supplementary;
A dedicated equipment specification is also a Referencing Specification.

DIN
- The German Institute for Standardization

DIP
- Dual in-line package

electronic equipment
- Means equipment that incorporates one or more electronic device or components;
Also known as electronics equipment.

electronics equipment
- Means electronic equipment

ELV
- Extra low voltage, as defined in AS/NZS 60950.1

ESD
- Electrostatic discharge

hazardous voltage
- Means a voltage that meets the definition for hazardous voltage in AS/NZS 60950.1

IC
- Integrated circuit
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IEC</td>
<td>International Electrotechnical Commission</td>
</tr>
<tr>
<td>IEEE</td>
<td>The Institute of Electrical and Electronics Engineers</td>
</tr>
<tr>
<td>IPC</td>
<td>The Institute for Interconnecting and Packaging Electronic Circuits</td>
</tr>
<tr>
<td>ISO</td>
<td>International Standards Organisation</td>
</tr>
<tr>
<td>ITS</td>
<td>Intelligent transport system; also known as intelligent transportation system</td>
</tr>
<tr>
<td>ITU-T</td>
<td>International Telecommunication Union – Telecommunications Division</td>
</tr>
<tr>
<td>LCC</td>
<td>Leadless chip carrier</td>
</tr>
<tr>
<td>LED</td>
<td>Light emitting diode</td>
</tr>
<tr>
<td>LSI</td>
<td>Large scale integration</td>
</tr>
<tr>
<td>LV</td>
<td>Low voltage (as defined in AS/NZS 3000) module</td>
</tr>
<tr>
<td>MTBF</td>
<td>Mean Time Between Failures</td>
</tr>
<tr>
<td>natural failure voltage</td>
<td>The on-load voltage of a secondary battery below which further discharge of the battery may damage the battery and shorten its service life</td>
</tr>
<tr>
<td>NSW</td>
<td>New South Wales</td>
</tr>
<tr>
<td>PCB</td>
<td>Printed circuit board</td>
</tr>
<tr>
<td>PIDG</td>
<td>Pre-insulated double grip</td>
</tr>
<tr>
<td>PROM</td>
<td>Programmable Read Only Memory</td>
</tr>
<tr>
<td>Referencing Specification</td>
<td>The document or specification that is applicable to the contract works and stipulates or requires compliance with this Specification (TSI-SP-016) in full or in part</td>
</tr>
<tr>
<td>RoHS Directive</td>
<td>The Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment 2002/95/EC made by the European Union</td>
</tr>
</tbody>
</table>
RTA - The Roads and Traffic Authority of New South Wales

RTA's Representative - The person appointed by the RTA to carry responsibilities on behalf of the RTA for the execution of the Contract

this Specification - Means Specification TSI-SP-016

Supplier - The supplier of equipment covered by or under this Specification;

Where the supply of equipment is under a contract, it means the contractor of the contract.

TIA - Telecommunications Industry Association

UL - Underwriters Laboratories

UV-A - Near ultraviolet radiation with wavelength in the region 315 nm - 400 nm

UV-B - Mid ultraviolet radiation with wavelength in the region 280 nm - 315 nm
SECTION 2

2. ENVIRONMENTAL REQUIREMENTS

2.1 General

The equipment shall, without any further manual adjustment after initial commissioning, give the specified performance, design life and durability with any combination of power supply voltage, temperature, or humidity herein specified.

The environment in which the equipment will operate is generally of extreme temperatures, dusty, and with both high and low humidity and corrosive airborne substances.

The design of the equipment shall be such that the constituent components and assemblies operate within the environment limits of voltage, frequency, temperature and humidity set by the component manufacturer or as nominated in this Specification.

Where equipment is mounted on structures or in any way subject to vibration or shock, measures to mitigate the possible resultant mechanical induced failure shall be included in the design and construction of the equipment.

2.2 Ambient Conditions

The minimum requirements for the equipment shall be as shown in Table 2.2
Table 2.2  Ambient Conditions and Requirements

<table>
<thead>
<tr>
<th>Condition</th>
<th>Range</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Free air temperature</td>
<td>-10°C to 50°C</td>
<td>Operation within specification</td>
</tr>
<tr>
<td>(see NOTE)</td>
<td>-15°C to 60°C</td>
<td>Operation without malfunction or damage</td>
</tr>
<tr>
<td></td>
<td>-20°C to 70°C</td>
<td>Storage without adverse effect</td>
</tr>
<tr>
<td>Relative humidity</td>
<td>Up to 90% within the temperature range 5°C to 50°C</td>
<td>Operation within Specification</td>
</tr>
<tr>
<td>(see NOTE)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insolation</td>
<td>Up to 1 kW/m² to maximum exposed surface</td>
<td>Operation within Specification</td>
</tr>
<tr>
<td>(see NOTE)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dust and rain</td>
<td>Driving dust and rain at regional design wind speeds</td>
<td>Operation without malfunction or damage</td>
</tr>
<tr>
<td>Wind</td>
<td>Regional design wind velocity and gusts as per AS 1170.2</td>
<td>Operation without malfunction, damage or any permanent physical misalignment; and also without any dynamic physical misalignment greater than the maximum permitted value</td>
</tr>
</tbody>
</table>

NOTE: The conditions for free air temperature, relative humidity and insolation shall be additive, and shall be measured outside the equipment housing, with the equipment operating and with all doors and covers closed.

2.3 Atmospheric Pollutants

Adequate anti-corrosion measures shall be taken in the design of the equipment so that the equipment is suitable for use in fume and salt laden atmospheres over a minimum useful life of 15 years or the duration otherwise specified in the dedicated equipment specification. In particular the equipment shall tolerate continuous exposure to high levels of motor vehicle exhaust gases, and salt laden atmospheres as found in coastal environments.

Atmospheric pollutants and typical values for their concentrations are indicated in Table 2.3 that was compiled from information supplied by the NSW Pollution Control Commission:
Table 2.3  Atmospheric Pollutants

<table>
<thead>
<tr>
<th>Pollutant</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total suspended Particles 30-50 μm</td>
<td>23 – 300 μm/m³</td>
</tr>
<tr>
<td>Dust deposit &gt;30 μm</td>
<td>0.5 – 5 g/m²/month</td>
</tr>
<tr>
<td>Sulphur Dioxide</td>
<td>0.005 – 0.05 ppm (vol)</td>
</tr>
<tr>
<td>Nitrogen Dioxide</td>
<td>0.001 – 0.3 ppm (vol)</td>
</tr>
<tr>
<td>Hydrogen Sulphide</td>
<td>0.001 – 0.02 ppm (vol)</td>
</tr>
<tr>
<td>Airborne salt (NaCl) deposited</td>
<td>2 – 30 g/ m²/month</td>
</tr>
</tbody>
</table>

2.4  Power Supply Conditions

2.4.1  General

Unless otherwise specified in the dedicated equipment specification, the prime power supply to the equipment shall be the mains supply as nominated in Clause 2.4.2.

2.4.2  Mains Powered Equipment

Mains powered equipment shall operate from a nominal 230 V 50 Hz supply.

The equipment shall operate correctly and reliably within specification over the voltage range 210 – 270 V r.m.s. and for any variations in frequency in the range 48 – 52 Hz.

The equipment shall not be damaged by mains supply voltages over the range 0 – 280 V r.m.s. and for any variations of frequency in the range 45 – 55 Hz.

2.4.3  Battery Powered Equipment

Battery powered equipment shall operate within specification between the upper voltage limit when the battery is on-charge and fully charged, and the lower limit set by the natural failure voltage of the battery specified by the battery manufacturer.

Battery powered equipment shall not be damaged by battery voltages from 0 V (zero volt) to the nominal battery voltage plus 25%, and shall be protected against reversal of the polarity of the supply voltage.

NOTE:  Refer to Clause 4.15 for requirements for batteries.
2.5 Vibration and Shock

2.5.1 Sub-Assemblies

All removable sub-assemblies, in an unpacked condition, shall be capable of withstanding the bump test to AS 60068.2.29 Eb with severity 1000 bumps acceleration 10g (98 m/s²) with a pulse duration of 16 ms.

2.5.2 Module Mounting

The mounting of modules and sub-assemblies shall be of sufficient strength to prevent permanent distortion during handling and transport. Tests, if applicable, will be nominated in the dedicated equipment specification.

2.5.3 Vibration

Equipment for some applications may be subject to tests for compliance with AS 60068.2.6 Test Fc Vibration (Sinusoidal). The severity of the test will be nominated in the dedicated equipment specification.

2.6 Electromagnetic Compatibility

2.6.1 General

The equipment shall comply with all applicable statutory requirements for electromagnetic compatibility and be certified as such (i.e. C-tick certification).

2.6.2 Immunity to Surges and Electromagnetic Radiation

The equipment shall comply with AS/NZS 61000.6.1.

The equipment shall provide immunity to the following:

(a) Electrostatic discharge;
(b) Fast transients on the mains supply;
(c) Surges on the mains supply;
(d) Radiated radio frequencies;
(e) Conducted radio frequencies.
Equipment such as radio receivers designed to respond to electromagnetic radiation shall conform to appropriate standards for response to unwanted radiation.

2.6.3 Electromagnetic Emissions

The equipment shall be provided with radio interference suppression to comply with the requirements of AS/NZS 61000.6.3.

Equipment designed to emit electromagnetic radiation shall be fitted with screens and safety devices to prevent operator exposure to radiation levels in excess of those nominated in AS/NZS 2772.

2.7 Wind Loading

Unless otherwise stated in the dedicated equipment specification, the complete equipment, including all mounting brackets and provisions, shall have adequate strength and rigidity for the wind loading conditions set down in AS/NZS 1170.2 for Terrain Category 2, Region B.

2.8 Environment Protection

2.8.1 General

The design, composition and manufacture of the equipment shall be such that there is no or minimal risk to health and the environment relating to the manufacture, transportation, use, operation, maintenance, collection, treatment, recycling and disposal of the equipment. For the purpose of this requirement, the requirements in this clause (Clause 2.8) shall be considered as minimum.

Where required by the RTA's Representative, the Supplier shall provide documentation (e.g. certificates, test reports) to substantiate compliance with the requirements in this clause.

2.8.2 Hazardous Substances

The equipment shall not contain an unsafe amount of hazardous substances in any part of the equipment subject to technical and economic feasibility. For the purpose of this requirement, established international and regional standards, practices and limits shall apply.

SECTION 3

3. EQUIPMENT CONSTRUCTION

3.1 Mechanical Protection

All equipment, including parts and components, shall be adequately protected against incursion of vermin, termites and insects, and incursion of dust and moisture which may affect performance.

All equipment shall be supplied with an external finish suitably treated and coated or plated to inhibit rust and corrosion in the environmental conditions stated in Section 2.

3.2 Susceptibility to Vandalism

In general, the exterior of the roadside equipment housing shall be designed to resist or discourage vandalism, avoiding openings and features that offer break-in or leverage points.

Particular attention shall be given to the design of equipment housings to preclude the following:

(a) Forcibly opening the access door;

(b) Opening the access door(s) by simple tools or implements, such as by screwdrivers or pliers, or similar common tools being used to open the door locks or part of the hinges;

(c) Forcibly pushing the housing from its mountings; and

(d) Damage to the housing or door or mounting base by kicking or pushing.

3.3 Dissimilar Materials

All metallic parts, including screws, nuts and washers, shall be plated or manufactured of non-corrodible material such that dissimilar metals in contact shall have an electro-chemical potential difference not exceeding 0.5 V.

Where this condition cannot be met, an alternative design that eliminates this condition shall be provided.
3.4 Fabrication

Both electrical and mechanical parts shall be fabricated in accordance with drawings and standards relevant to the equipment design. Where design information does not specify tolerance or separation distances, the fabricated equipment shall comply with ISO 2768 for permissible machining variations in dimensions.

3.5 Use of Fire-Resistant Materials

Materials and components used in the equipment shall be selected so as to minimise the risk of fire. In this respect the requirements for resistance to heat and fire in AS/NZS 3100 shall apply.

The exterior parts of housings shall use materials which are inherently fire-resistant.

Fire resistant materials shall be non-toxic and halogen free.
SECTION 4

4. EQUIPMENT DESIGN

4.1 Reliability

4.1.1 General Requirements

In many cases, public safety depends on the efficient and reliable operation of equipment manufactured under this Specification. A high standard of reliability and fail-safe operation over the specified life of the equipment shall be provided for the equipment.

The Supplier shall ensure that the equipment meets the general objectives implied in this clause. Unless specified otherwise in the Contract or project deed, all equipment shall be designed for a minimum life of 15 years of reliable operation, subject to the replacement or maintenance of identified parts on a regular or as required basis.

Electro-mechanical parts that are required for frequent or continuous operation, such as ventilation fans and magnetic disc drives, shall not be used in roadside or remote environments.

4.1.2 Mean Time Between Failure

The equipment shall have a calculated mean time between failures (MTBF) of not less than 45,000 hours in operation.

For COTS equipment, the Contractor/Supplier shall provide MTBF calculations from the equipment manufacturer/supplier in support of a claim of compliance with this clause.

For custom-designed equipment, the Contractor/Supplier shall provide MTBF calculations that are based on component failure rates and/or other relevant data in support of a claim of compliance with this clause.

4.2 Equipment Layout and General Arrangement

4.2.1 General

Equipment layout within a roadside housing shall be designed for ease of access during operation, maintenance and service. Access to individual modules shall be provided for replacement of the module without the need for removing other components or wiring. The
access to and replacement of modules shall not require the removal of fasteners that are not reusable.

**NOTE:** Refer to Section 6 for additional requirements on access for roadside equipment housings.

### 4.2.2 Ergonomic Factors

The equipment design and construction shall take account of ergonomic factors relating to operation, and maintenance and operator safety.

Where applicable the equipment shall comply with AS 1470. Equipment designed for extended periods of use by operators, e.g. control panels or communications facilities, shall take account of industry standards for ergonomic design.

### 4.3 Electrical Stability

The equipment shall remain electrically stable and operate within specification when subassemblies, circuit cards or modules are mounted on extension units or when covers have been removed to gain access for adjustments.

### 4.4 Power Consumption

The equipment shall be designed such that it achieves the highest electrical efficiency and lowest power consumption commensurate with its required functions.

Where alternative technologies could be used, preference shall be given to the compliant technology that provides acceptable performance and reliability with matching low power supply demand.

### 4.5 Cooling

Heat radiating devices shall be adequately spaced from printed circuit boards and other parts liable to suffer damage or discolouration from heat.

All devices shall be mounted so as to promote maximum air circulation.

Air-conditioners, fans and similar electro-mechanical devices shall not be used for cooling.
4.6 Acoustic Noise

4.6.1 Complete Equipment

Where the predominant noise characteristics of the equipment are neither transient nor impulsive in nature, the equipment shall comply with the noise criteria specified in AS 1055.

Where the predominant noise characteristics of the equipment are of an impulsive nature, with pulse durations typically less than 1s, then the peak noise level emitted in any direction shall not exceed 40 dB(A) when measured at a distance of 5 m from the equipment under free-field (anechoic) conditions. The measuring equipment shall be set for fast response.

4.6.2 Power Converters

d.c. to d.c. converters and similar devices shall operate at inaudible frequencies.

4.7 Electrical Safety

4.7.1 General

The equipment shall comply with the relevant electrical safety provisions of AS/NZS 3000, AS/NZS 3100, AS/NZS 60950.1 and the requirements of the NSW Occupational Health and Safety Act as applicable.

Suitable protection shall be provided to preclude accidental contact of live parts by personnel engaged in operation or maintenance of the equipment.

Prominent warning labels and Danger signs complying with AS 1319 shall be affixed at appropriate locations on and within the equipment to provide warning about the presence of hazardous voltages.

NOTE: Refer to Clause 1.5 for the definition for hazardous voltage.

4.7.2 Printed Circuit Boards

Protection from contacts with hazardous voltages shall be provided on printed circuit boards where a hazardous voltage is present.

A prominent and durable warning notice(s)/label(s) shall be affixed on or adjacent to semiconductor devices and/or their heat-sinks in all cases where the heat-sink or device casing is not at chassis potential.
4.8 Fasteners

4.8.1 Reusable Fasteners

A durable combination of reusable fasteners shall be used for all applications in which parts may be separated for inspection, test, repair, replacement or to gain access to other parts.

Threaded fasteners shall not be used with tapped holes in plastic materials.

Thread cutting screws shall not be used to tap into sheet metal with thickness less than 3mm.

4.8.2 Lubrication and Locking

When fasteners rely on tapped holes in metal castings, the threads shall be coated with a suitable sealant such as NEVERSEEZ, unless the fastener is intended to be permanently locked in position, when compound such as LOCTITE may be used.

4.9 Surface Temperature

Unless otherwise specified, all components and devices shall be rated so that the maximum surface temperature of any external part of the equipment subject to handling does not exceed 20°C above ambient.

4.10 Modules

4.10.1 Module Replacement

Modules and circuit boards shall be securely held in position, but shall also be capable of removal or replacement by technical personnel without a need for special tools.

Normally modules and circuit boards shall be incapable of being replaced or inserted into incorrect positions, and mating connectors shall be polarised accordingly. Where correct placement cannot be assured, electrical connections shall be arranged so as to prevent damage to any part of the equipment, if modules are plugged into incorrect positions.

4.10.2 Module Removal

It shall not be necessary to disturb permanent wiring, or soldered or crimped connections to remove any plug-in module or circuit board.
4.10.3 Module Mounting

Circuit boards and modules shall be supported to prevent harmful distortion and to allow the removal of plug-connected components without stressing either components or wiring.

Plug-in boards and modules are to be constructed to prevent strain on components when inserted or removed from the rack or housing. Mounting shall be such that, under conditions of vibration and shock normally encountered, there is no flexing of the modules or circuit boards.

All plug-in units shall have suitable provision for their removal. Insulated guides to tracks shall be provided to ensure that the plug-in units are securely retained in and aligned with the mating sockets. Unless otherwise specified in the dedicated equipment specification, all connectors shall be provided with a retaining device or equivalent means to ensure that the connector cannot disengage in normal service.

4.11 Power Cabling

4.11.1 Rating

All mains voltage wiring shall have minimum ratings in accordance with AS/NZS 3000.

4.11.2 Segregation

Adequate separation shall be maintained between LV and ELV wiring such that it complies with AS/NZS 3000. All wiring shall be supported in such a manner that a dislodged conductor in either circuit cannot bridge into other power or electronic circuits.

Segregation of LV wiring and communications cables shall comply with AS/ACIF 5009.

4.11.3 Insulation

All wiring shall have a minimum insulation resistance as specified in AS/NZS 3000.
4.12 Electronic Cabling

4.12.1 Loose Wiring

4.12.1.1 General

If the dimensions and rating of wiring are not constrained by circuit design or form of termination, conductors shall be multi-stranded, with a minimum cross-sectional area of 0.20 mm², a minimum rated temperature of 75°C, and a minimum rated voltage of 200 V.d.c.

The wiring insulation shall not be adversely affected by soldering. When tested for combustion propagation in accordance with AS/NZS 1660, the sample of cable shall be self-extinguishing within 30 s of removal of the flame and the total length of cable burnt or charred shall not exceed 250 mm. During the test, any falling particles shall not ignite the tissue paper underlay.

4.12.1.2 Ribbon Cable

Ribbon cables shall only be used in applications complying with the original manufacturer's recommendations.

When used for wiring external to modules, the cable shall be jacketed and where necessary screened. Where the cable forms a connection with a moving element it shall be of a type specifically designed for such purpose and adequately strain relieved.

4.12.2 Installation

4.12.2.1 Flexible Wiring

Conductors of flexible wiring shall have no fewer than seven strands and no strand shall be larger than 0.3mm diameter, and shall comply with AS/NZS 1125.

Flexible wiring enclosed in a sheath shall be used wherever cable forms are to flex in operation or maintenance.

4.12.2.2 Support

All wiring shall be supported with clips, saddles, posts, ties or other suitable means so that no stress is imposed on any electrical connection.

The point of entry to wander leads shall provide a smooth, flexible and insulated lead-in and flexible cables shall be all securely anchored at the points of entry.

Adhesive-mounted cable supports shall not be used.
4.12.2.3 Protection

Edges or holes over which cables pass shall be protected by grommets or other form of fixed insulation.

Cable forms shall not exert pressure against any unprotected edge of metal equipment when in normal use.

4.12.2.4 Insulation Displacement

The use of insulation displacement terminations is not encouraged, and each specific application shall be submitted to the RTA's Representative for approval.

Where wires are to be terminated by insulation displacement, the type and thickness of insulation and wire dimension shall conform to the specification for the terminating device. Connectors shall be of a type that provides strain-relief. The termination shall not be less than 10mm from the cut end of the cable.

Wires shall only be terminated using tools and techniques recommended by the original manufacturer.

4.12.2.5 Provision for Re-termination

Sufficient slack cable shall be provided at each terminating point to allow the cable to be re-terminated twice.

4.12.2.6 Cable Lugs

Where more than one lug is clamped at a terminal point, the lugs shall be of similar size and mechanically compatible to ensure that all the lugs are held equally securely.

In no case shall more than two separate cables be terminated in a single lug, and only provided that the following conditions are met:

(a) The lug is designed to accommodate two conductors; and

(b) The two cables are of the same gauge and number of strands.

4.12.2.7 Cable Core and Wire Identification

The requirement of this clause shall apply to wiring between modules of equipment, modules to terminal strips and connectors, and modules to indicators and control devices.

All wiring and individual cable cores shall be labelled with durable wire and cable core ferrules with colour coded numbers. Each core or wire shall be labelled at each end of the run.
4.13 Terminals and Connectors

4.13.1 General

It shall not be possible to mate a connector into an incorrect socket. Connectors of different types or sizes, or connectors with polarizing barriers, shall be used in places where there is possibility of confusion with the correct mating position.

All connectors shall be rated for a minimum of 500 insertion-withdrawal cycles.

Where normally unused connectors are provided on the external surfaces for assemblies, these shall be protected by suitable covers.

4.13.2 Low Voltage (LV) Connectors

LV multi-pin connectors shall be of a polarized type capable of being readily locked or clipped in position. All pin and socket inserts in each connector shall be individually self-aligning.

The connector pins shall be rated for continuous operation at no less than 250 V a.c., 5 A.

The connectors shall provide adequate sealing against the ingress of dust.

External connectors shall be weatherproof.

The plug or socket section attached to a wander-cable shall be of a type that firmly clamps the cable other than by its electrical connections.

Metallic casing of both plug and socket sections shall be earthed to a special earth pin in the connector in accordance with AS/NZS 3000.

LV and ELV circuits shall not be taken through common connectors unless all wiring insulation is at LV standards.

4.13.3 Extra Low Voltage (ELV) Connectors

4.13.3.1 DTE/DCE Type

Where 25-pin, 37-pin, 9-pin and 15-pin D Type connectors are used, these shall be of the type specified in AS 2748, ISO 4902 and ISO 4903 respectively.
4.13.3.2 Contacts

All mating contacts shall be gold plated over nickel with a minimum of 0.7 μm thickness of gold.

4.13.3.3 Printed Board

Unless otherwise stated in the dedicated equipment specification, printed circuit boards shall provide and use two-piece PCB connector sets for connection to another PCB or a back-panel.

4.13.4 IC Sockets

4.13.4.1 General

Preference will be given to integrated circuit devices without mounting sockets. Refer to Clause 5.10.1.2 for requirements for direct soldering of certain semiconductors into printed-circuit boards.

4.13.4.2 Dual-In-Line Package (DIP)

All integrated circuit sockets for DIP devices shall be of the machine screw/milled insert type. Contacts shall be gold plated in the contact area.

4.13.4.3 Leadless Chip Carrier (LCC)

All integrated circuit sockets for LCC devices shall provide a positive action to engage the device in the socket, and shall provide an optional locking device to retain the LCC device in the socket. Contacts shall be gold plated in the contact area.

4.13.5 Terminals for the Connection of External Wiring

Unless otherwise specified, terminals for the connection of external wiring shall be of the rail-mounted, screw clamp types with spring-loading. The voltage rating shall be not less than 500 V r.m.s. and the continuous current rating shall be not less than 30 A r.m.s.

All terminals shall be capable of accepting conductors with cross-sectional areas from 0.5 mm² to 4 mm².

The terminals shall be designed to accept PIDG crimp type lip-blade terminal lugs.

Each terminal shall be clearly and indelibly identified.

The terminal assembly shall be arranged in the following manners:

(a) The connecting cables can be formed in a neat manner;
(b) The individual conductors can be connected or disconnected without disturbing other connections;

(c) The cables do not obscure the terminal identification.

4.14 Interfaces

Wherever equipment incorporates internal or external interfaces between differing technologies for which there are either national or international standards (e.g. ITU-T, TIA, IEEE), these standards shall be used. Examples of such situations include the connection of telecommunication lines, test equipment, or radio equipment, with either analogue or digital circuits.

4.15 Batteries

4.15.1 Integral Batteries (Mains Powered Equipment)

Integral batteries for the purpose of this Specification shall be defined as batteries built into the equipment in a manner where they cannot be readily inspected.

The use of integral batteries is not preferred and is permitted only where the battery used is suitable for the required environmental conditions for the equipment.

NOTE: The use of high capacity capacitors (also known as supercapacitors) that are provided with appropriate external equalisation and current limiting is preferred over integral batteries due to the former’s wider operating temperature range and longer service life. Refer to Clause 5.8 for requirements for capacitors.

As far as practicable, the equipment shall provide monitoring of the charge state of integral batteries.

The use of integral batteries shall be restricted to support of essential volatile functions which must be retained for operation of the equipment, but would otherwise be lost by power failure or board removal. These functions include standby real-time clocks and battery backed RAM. Under normal conditions, operation of the equipment shall not be dependent upon the presence of a battery.

All batteries shall be clearly marked with date of manufacture or a use-by date.
4.15.2 Rechargeable Batteries

4.15.2.1 General

For equipment normally connected to a mains power source, batteries shall operate in a float-charge mode using an in-built charger incorporated in the equipment. The battery charging circuit shall be regulated to ensure that the battery is insensitive to power supply harmonics and distorted waveforms and is not damaged by other excursions of mains voltage.

 Provision shall be made to monitor the terminal voltage of the battery in situ and on-load. The equipment shall automatically disconnect the load from the battery and generate an alarm if the battery voltage falls below the natural failure voltage.

4.15.2.2 Construction

Unless otherwise specified, the battery shall be of the fully sealed type not requiring periodic maintenance.

4.15.2.3 Mounting

Rechargeable batteries shall be mounted in a separate module assembly.

For mains powered equipment, it shall be possible to remove or install the battery (when it is not integrally mounted in a removable sub-unit) without affecting the normal operation of the equipment.

4.15.2.4 Life and Capacity

The minimum operating life of heavy-duty batteries, as defined in AS 2402, shall be 1,000 charge/discharge cycles or five years, whichever occurs first.

Unless otherwise specified in the dedicated equipment specification, the battery shall be capable of supporting the specified functions for at least 12 hours in the absence of primary power and shall be capable of maintaining continuous support for a repeated sequence of two hours' "primary power off" followed by six hours' "primary power on" indefinitely.

4.16 Electronic Components

Refer to Section 5 for requirements for electronic components.

NOTE: All components covered in Section 5 are classified as electronic components for the purposes of this Specification.
SECTION 5

5. ELECTRONIC COMPONENTS

5.1 General

5.1.1 COTS Equipment

For COTS equipment, notwithstanding the requirements of this section (Section 5), the RTA's Representative may consider giving consent to the use of the equipment where the equipment manufacturer has supplied evidence (e.g. Certificate(s) of Compliance to applicable standards by accredited certifying body/bodies) that the equipment has been designed and manufactured to design and manufacturing standards equivalent to the requirements of this section.

5.1.2 Electronic Component Selection and Operation

Components used in electronic circuits shall be selected for their suitability to provide the circuit function, and their long term performance and reliability commensurate with the minimum equipment design life required in Clause 4.1.

The equipment design shall ensure that the following minimum conditions apply to all electronic components used:

(a) The worst-case peak voltage impressed on the electronic component shall not exceed 70% of the component manufacturer's maximum rating at 70°C;

   The maximum voltage impressed on capacitors shall be in accordance with Clause 5.8.1.2.

(b) The worst-case current through the electronic component shall not exceed 70% of the component manufacturer's maximum rating at 70°C;

(c) The maximum power dissipated by the electronic component shall not exceed 50% of the component manufacturer's maximum rating at 70°C.

NOTE: Refer to other clauses of this section (Section 5) for additional or special requirements applicable to specific types of electronic components.
5.2 Mounting of Electronic Components

Electronic Components shall be installed within modules (see Clause 4.10) or circuit boards inside an enclosure.

Unless purposely designed for such (e.g. DIN rail mounted relays), electronic Components shall not be mounted on terminal strips or DIN rails.

5.3 Power Transformers and Inductors

Throughout this clause (including subclauses), a reference to transformers shall include inductors and transductors (magnetic amplifiers) where applicable. The requirements of this clause shall also apply to special transformers (e.g. current or instrumentation transformers) in low voltage circuits.

The transformers shall comply with AS 2374 and AS/NZS 61558.2.6 as applicable.

Power transformers shall be able to withstand a permanent 30% overload. On normal full-load the efficiency of the transformer shall be at a maximum, and the full-load temperature of the transformer winding when mounted in its normal position shall be appropriate for the temperature conditions specified in Clause 2.2.

The regulation of power supply transformers shall be kept as low as possible having regard to the application.

Where a short-circuit fault could cause damage, the transformer secondary winding shall be protected by a fuse, thermal device or cut-out.

5.4 Switches

5.4.1 General

The requirements of this clause apply to manual switches of all types, such as toggle switches, push button switches, PCB-mounted switches and rotary switches.

All switch contacts shall be of a type giving a wiping action in operation, conservatively rated for the duty performed. The contacts shall be of a material that will not corrode or tarnish with exposure to the environments defined in Clauses 2.1, 2.2, 2.3, 2.4 and 2.5.

The switch mechanism shall be of a reliable, approved type having definite stops in each switching position, and designed such that it cannot be left in an intermediate position between adjacent stops.

All switches shall be appropriated rated for the power, voltage, current, electrical surges and transients required for the application.
All Switches shall provide for a minimum of 1,000 cycles of operation or 15 years of normal use whichever is the greater. In addition, rotary switches shall be rated at a minimum of 10,000 cycles of operation.

All power switches shall be rated to comply with the requirements of AS/NZS 3000.

Unless otherwise permitted in the dedicated equipment specification, all front panel switches shall be capable of manual operation without the need for special tools.

5.4.2 Keyboards and Keypads

The keys of keyboards shall provide tactile and (preferably mechanical) audible feedback to the operator. Membrane keypads are not acceptable. The keys shall be set at a minimum pitch of 15 mm, unless otherwise permitted in the dedicated equipment specification.

All key switches shall be designed to operate reliably in the environment specified in Clause 2.3. Those exposed to the weather or the risk of wetting when in operation shall be fully sealed by a transparent weatherproof and waterproof gasket that does not inhibit keyboard function or the visibility of markings.

All key markings shall be made permanent by either engraving, moulding or equivalent, and shall be impervious to water, grease, oil, or other commonly used solvents.

5.5 Contactors (Power Relays)

5.5.1 Construction

All ac operated contactors shall be of a high quality type with laminated iron core, having accurately ground mating surfaces and shall operate without audible hum, chatter or vibration.

All contacts shall be of a metal that is resistant to burning, pitting or tarnishing in use or on exposure to the environment of Section 2. The contacts shall have a slight wiping action in operation.

The contactor coils shall be rated for continuous duty at the maximum applied operating voltage and maximum ambient temperature.

5.5.2 Mounting

All contactors shall be mounted in such a manner that their operation can be conveniently observed in situ. They shall be mounted strictly in accordance with the manufacturer's instructions and with the
contact faces in a vertical plane. They shall be mounted such that every contactor is accessible, and it shall not be necessary to unsolder wires or remove adjacent components to change a contactor or clean or adjust contacts.

5.5.3 Interlocking

Contactors used for safety-related applications and switching, shall have an effective mechanical interlock between all contacts such that no contact can be operated (or released) without all other contacts being operated or released as the case may be.

5.5.4 Spare Contacts

Spare contacts on contactors shall be connected to terminals capable of accommodating two or more conductors of minimum 1 mm² cross-sectional area.

5.5.5 Rated Number of Operations

Unless otherwise specified, all contactors shall have a minimum mechanical life of $10^7$ operations.

5.6 Relays

5.6.1 Electromagnetic Relays

All electromagnetic relays shall be of dust sealed construction.

**NOTE:** Refer to Clause 5.1.2 for applicable minimum conditions relating to the required ratings for the relay contacts.

Sealed reed relays shall be of an encapsulated, one-piece construction. Reed contacts shall not be used to carry currents in excess of 100 mA or such lower current as specified by the relay manufacturer. The maximum voltage across sealed reed contacts shall not exceed 150 volts either permanently or momentarily, or such lower voltage as specified by the relay manufacturer.

All electromagnetic relays, except reed relays, shall be rated for a minimum of $10^6$ cycles of operation or 10 years of normal use whichever is the greater.

Reed relays shall have a guaranteed functional life rating of not less than $10^7$ cycles of operation, or in excess of twice the expected number of operations over a nominal 20 year life period, whichever is the greater.
5.6.2 Solid State Relays

Solid-state relays shall be rated to carry full load current continuously with natural convection cooling.

Solid-state relays used for motors, lamps and inductive loads shall have high surge current capabilities, with the peak current rating at least ten times the rated continuous current.

Solid-state relays shall be protected against damage and false switching due to transient voltages with a rate of change of voltage (i.e. dv/dt) up to 100 V/μs.

Solid state relays shall withstand at least 1500 V a.c. between input and output, and between output and case; or 3500 V a.c. in applications involving personnel safety.

The relays shall provide an isolation between input and output of not less than 10 megohms.

5.7 Fixed Resistors

5.7.1 Rating

In addition to the minimum conditions specified in Clause 5.1.2, the power rating of any fixed resistor shall be such that the maximum surface temperature of the resistor, or its heat-sink where fitted, does not exceed 20°C above ambient. This requirement does not apply to resistors that are purpose-built heating elements.

5.7.2 Mounting

All resistors shall be mounted on printed-circuit cards, insulated tagboards or properly designed standoffs in such a manner that maximum use can be made of natural ventilation.

Resistors rated at 1 W or greater shall be mounted on insulated standoffs to provide a minimum of 3 mm clearance from the surface of the printed circuit board or mounting panel.

Resistors shall be mounted with adequate clearance from other components likely to be affected by the heat dissipated from the resistor.

Wire-wound resistors rated at 20 W or more shall be mechanically supported other than by their electrical connection.
5.7.3 Type

All through-hole resistors rated below 1 W other than those for special purposes (e.g., current sensing) shall be of the metal film or metal glaze approved quality type with suitable protective covering.

Where resistors are mounted over circuit tracks, the resistor shall be of a fully insulated type.

Notwithstanding the above, the type of resistors used shall be appropriate for the application, (e.g. circuits requiring low thermal noise may use carbon resistors).

5.7.4 Resistor Networks

Resistor networks may be used provided that the package dissipation and the dissipation in any resistor element does not exceed 50% of the original manufacturer’s continuous rating at 70°C.

5.8 Capacitors

5.8.1 General

5.8.1.1 Quality

All fixed capacitors shall be of assessed quality as specified in IEC 60384.

5.8.1.2 Applied Voltage

The maximum voltage impressed on any capacitor shall not exceed 85% of the limit specified by the original manufacturer.

For the purpose of this clause, the maximum voltage shall be the sum-total of all steady and peak (transient) voltages, including voltage fluctuations/variations, applied simultaneously.

5.8.1.3 Series Connection

Capacitors shall not be connected in series for the purpose of creating an equivalent capacitor with a higher rated voltage, except where the equivalent capacitor is used in place of a battery.

Where multiple capacitors are connected in series to simulate an equivalent single capacitor, an appropriate voltage and leakage current equalisation network shall be included to ensure that the voltage across individual capacitors comply with Clause 5.8.1.2 over the full required operating temperature range.
5.8.1.4 Mounting

All capacitors shall be mounted strictly in accordance with the original manufacturer's recommendations.

5.8.2 Electrolytic

The operating temperature rating of electrolytic capacitors shall be not less than 105°C.

All electrolytic capacitors shall have a low rated equivalent series resistance.

All electrolytic capacitors other than power supply filter capacitors shall be of a type which does not require reforming within 5 years and is not subject to significant degradation (e.g. drying out) over a nominal 20 year life period.

NOTE: Refer to clause 4.1 for reliability requirements.

5.8.3 Non Polarized

It is preferred that all capacitors other than electrolytics should be of the synthetic film dielectric type.

Capacitors having other dielectrics such as ceramic or mica may be used, provided that these are of an approved type and are used strictly in accordance with the recommendations issued by the original manufacturer.

Paper dielectric capacitors shall not be used for other than LV power circuits, and shall be of the self-healing type.

Decoupling capacitors used in digital circuits shall have characteristics equivalent to those of the ceramic monolithic type of capacitor.

All capacitors shall be enclosed in a durable insulating material.

5.8.4 Adjustable

Adjustable capacitors (e.g. trimmers) shall be rigidly mounted so that there is negligible movement during adjustment, and the mounting pins and surface are unstressed.

Adjustable capacitors shall be protected from any adverse effects of dust precipitation under normal operating conditions.

Adjustable capacitors shall be rated at a minimum of 1000 adjustment cycles or 15 years' normal operation, whichever is the greater.
5.9 Potentiometers

5.9.1 Construction

All potentiometers and variable resistors shall be of the fully enclosed type.

Adjustable resistors used for calibration purposes shall be of the multi-turn type, suitable for adjustment by a screwdriver or similar tool.

The spindle shall be sealed after calibration if there is no friction device to prevent loss of calibration due to vibration.

Panel-mounted multi-turn potentiometers shall be provided with a turn counter or similar appropriate position indicator.

The resistance element shall be of cermet or other approved high stability material.

Non-wire-wound potentiometers shall comply with the requirements of IEC 60190.

5.9.2 Mounting

All potentiometers and variable resistors shall be mounted in accessible positions such that any adjustments can be made with the sub-unit in position in the housing (if necessary using a suitably designed extender device) and with power applied.

5.9.3 Adjustment

Normally, clockwise rotation of the spindle shall give "increase" in the quantity being adjusted.

The range of adjustment of pre-set controls shall be between ±10% and ±40% of the nominal or calibrated setting, with a resolution of 1% or better, as required for precise and stable setting of the equipment.

In the case of potentiometers fitted with indicating knobs, the centre of the range shall correspond to the indicator pointing upwards.
5.10 Semiconductor Devices

5.10.1 General

5.10.1.1 Source

Only semiconductor devices from reputable manufacturers and registered under internationally recognised type numbers shall be used.

The prior approval of the RTA’s Representative shall be required for all single-source semiconductor devices that are to be used in equipment to be supplied. For the purpose of this requirement, the Contractor/Supplier shall in their submission to the RTA’s Representative list all single-source semiconductor devices proposed to be used in the equipment, together with the device manufacturer’s name, device type number and a brief description of the application.

5.10.1.2 Mounting

With the exception of programmable memories and microprocessors, all semiconductor devices shall be soldered directly into printed circuit boards, or mounted directly into panels without the use of sockets.

If it is intended to mount other LSI devices in sockets, prior approval shall be sought from the RTA’s Representative.

NOTE: Refer to Clause 4.13.4 for requirements for IC sockets.

5.10.2 Programmable Memory Devices

Memory technologies storing the values of two or more bits in a single memory cell shall not be used.

Fusible link PROMs shall be of a proven stability with zero regrowth of fused links within the maximum operational life of the equipment.

5.10.3 Optical Couplers

Circuits using optical couplers shall both accommodate a range of coupler sensitivity and allow for degradation of up to 50% in current transfer ratio whilst maintaining performance within specification.

5.10.4 Light Emitting Diodes (LEDs) used as Light Source

5.10.4.1 General

The requirements of this clause (Clause 5.10.4) apply to light emitting diodes (LEDs) used as the light source for message display equipment (e.g. variable message signs, variable speed limit signs,
in-pavement lights) and other signalling equipment to be used on roads or similar environments.

5.10.4.2 LED Technology

LEDs used as the light source for message displays or signals to be used on roads or similar environments shall be of the types shown in Table 5.10.4.2.

Table 5.10.4.2 LED technologies to be used

<table>
<thead>
<tr>
<th>Required Light Output Colour</th>
<th>LED Technology to be Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Red</td>
<td>Aluminium indium gallium phosphide</td>
</tr>
<tr>
<td></td>
<td>(AlInGaP)</td>
</tr>
<tr>
<td>Yellow</td>
<td>Aluminium indium gallium phosphide</td>
</tr>
<tr>
<td></td>
<td>(AlInGaP)</td>
</tr>
<tr>
<td>Green</td>
<td>Indium Gallium Nitride</td>
</tr>
<tr>
<td></td>
<td>(InGaN)</td>
</tr>
<tr>
<td>White</td>
<td>Indium Gallium Nitride</td>
</tr>
<tr>
<td></td>
<td>(InGaN)</td>
</tr>
</tbody>
</table>

The output colour(s) of the emitted light from the LED(s) in normal operation of the equipment, expressed as chromaticity co-ordinates on a CIE 1931 chromaticity diagram, shall be as specified in the dedicated equipment specification, or applicable Australian or international Standard.

5.10.4.3 LED Selection

The Contractor/Supplier shall ensure that an LED selection process appropriate to meeting the following requirements is adopted by the equipment manufacturer and this process shall be documented in both the Contractor's/Supplier's and manufacturer's Quality Management Systems:

(a) LEDs shall be selected and graded at the source of manufacture to provide the required uniformity of output across all LEDs for the same display;

(b) LEDs shall be selected for their ability to provide the required luminous intensity without the need to drive them beyond 70% of the original manufacturer's maximum device ratings for voltage, current, power, and operating and junction temperatures, or in a way that may result in a reduction of the nominal life of the LEDs or a degradation of the luminous intensity over time in excess of that permitted in Clause 5.10.4.6.
The encapsulating epoxy of all LEDs used shall contain ultraviolet light inhibitors to reduce both UV-A and UV-B absorption by at least 80%.

5.10.4.4 LED Arrangement

LEDS shall be installed in such a way that ensures that their mechanical axes are normal to the printed circuit board and their bezels are at a uniform height from the printed circuit board, and to provide maximum light output on the optical axis.

5.10.4.5 LED Drive Current and Output

In addition to the requirements in Clauses 5.1.2 and 5.10.4.3(b), where each individual LED is in a Ø5 mm, Ø3 mm, or similar size package, no peak magnitudes of the drive current shall exceed 20 mA. In addition, it is not acceptable to achieve the required output intensity by pulsing LEDs with current values higher than the drive current specified herein.

5.10.4.6 Long Term Performance

Each LED device in the equipment shall have a rated minimum service life of not less than ten (10) years of continuous switching and operation.

For the purpose of this requirement, the rated minimum service life of an LED device shall be the minimum duration of operation which the LED will be able to provide under all combinations of operating and environmental conditions possible under this Specification as well as those conditions designed for by the equipment manufacturer, and with its output light intensity not degraded by more than 30% from its initial value over the entire duration of operation.

The initial value of the output light intensity of the LED (pixel) element shall be the value measured in laboratory tests prior to the equipment being put into operation, or the equipment manufacturer's specification value, whichever is larger.

The initial value shall be not less than the appropriate “minimum” output intensity/luminance value specified in the dedicated equipment specification.

NOTE: Refer to the dedicated equipment specification for other photometric and test requirements.
5.10.5 Visual Indicators

5.10.5.1 General

Unless otherwise specified in the dedicated equipment specification, visual indicators shall be provided by light-emitting diodes with clear packages.

LED indicators shall provide unambiguous indication output with good visibility in direct sunlight and at angles up to 30 degrees to the indicator axis.

5.10.5.2 Multi-Segment Indicators

The equipment shall be designed to automatically switch off multi-segment displays approximately 10 minutes after the last operator action (e.g. keystroke).

5.10.5.3 Liquid Crystal

Where the dedicated equipment specification requires the use of a liquid crystal display(s), the liquid crystal display shall have a minimum contrast ratio of 7 to 1 under normal conditions of illumination. The display shall be readily replaceable without removal of unrelated parts of the equipment and without the need to disconnect soldered, wire-wrapped or other permanent types of connectors.

Liquid crystal displays shall be high temperature types rated for operation over the temperature range 0 - 70°C. The displays shall not suffer permanent damage by ambient temperature excursions up to 85°C.

NOTE: Refer clause 4.1 for reliability requirements.

Back-lighting of the liquid crystal displays shall be provided by LED lamps.
SECTION 6

6. ROADSIDE EQUIPMENT HOUSINGS

6.1 Design and Construction

The materials and methods used in the construction of roadside equipment housings shall be such as to ensure that the housings will have the strength and durability necessary to withstand normal conditions of transportation, installation and operation in an outdoor environment without distortion or reduction in performance.

The interior and exterior of the housings shall be free from sharp corners and projections that might cause injury.

NOTE: Refer to Section 3 for requirements for equipment construction (including housing).

NOTE: Refer to Section 7 for requirements for marking and labelling.

6.2 Access to Internal Equipment

Equipment housings shall be designed so that access to internal equipment can be achieved both safely and conveniently. Internal support rails and panels, termination strips, cable ways and supports and other provisions made for installation of electronic parts shall provide access from normal working position.

Access doors, hatches and lids shall be oriented so that the housing can be installed in such a way that enables maintenance personnel to face oncoming road traffic while gaining access to the interior of the housing.

For ground-mounted housings and post-mounted housings, the housing mounting shall be so designed such that a concrete hardstand of about 1.0 m square can be constructed as a working area in front of the housing.

6.3 Door

Unless otherwise specified in the dedicated equipment specification, access to the equipment shall be via a hinged door incorporated in the housing to provide direct access to all internal equipment including cable clamps and terminals for the connection of external wiring, for installation or maintenance purposes. The required access shall be provided when the door is opened to not more than 110° from the closed position.
NOTE: The above requirement is not intended to preclude the use of hinged panels within the housing which, when swung back, will provide the required access.

The door shall be hinged and capable of being locked to prevent unauthorized access. The dedicated equipment specification or the RTA's Representative will specify the particular type of lock required. Hinges shall be of the concealed type unless otherwise permitted in the dedicated equipment specification.

The door hinges and opening handles (if any) shall be as follows:

(a) Constructed of materials that are either inherently corrosion-resistant or treated to prevent corrosion;

(b) Of robust construction.

6.4 Door Retaining Device

A device shall be provided which enables the door to be retained in the open position to facilitate servicing.

6.5 Access to Securing Bolts

Adequate access shall be provided to any securing bolts so as to permit the installation and removal of the equipment on/from its mountings without the need for prior dismantling of internal equipment.

NOTE: This requirement does not apply to removable (plug-in) modules.

6.6 Danger Sign

Where mains voltage is present inside the housing, a Danger sign complying with AS 1319 shall be prominently displayed on the interior of the access door. The danger sign shall have the legend, "MAINS VOLTAGE", in letters with a minimum height of 15 mm.

6.7 Documentation Storage

Provision shall be made for storage inside the housing of essential documentation for field personnel.
6.8 Weather Resistance

All doors and openings in the housing shall be provided with a durable and resilient weatherproof seal, or alternatively shall be designed to effectively prevent water entry into the vulnerable sections of the interior. The sealing gaskets shall be made of an ultra-violet stable closed-cell material. The sealing gaskets shall be securely held in position and shall be readily replaceable while the equipment is in service.

The complete equipment, when installed as in normal service, shall be subjected to all of the tests prescribed for the degree of protection IP45 in AS 60529 and shall comply with the appropriate requirements therein.

6.9 Ventilation

Ventilation shall be provided to prevent condensation inside the housing under all weather conditions, and to permit the escape of any gas that may enter the housing, (e.g. via underground ducting). The design and arrangement of the ventilation system shall be such as will minimise the ingress of dust and vermin.

6.10 Exterior Finish

Unless otherwise specified, the exterior surfaces of the housing shall have a durable gloss finish which may be either integral with the material of the housing, or applied to the surfaces by a durable process such as polyester powder coating.

Where an integral finish is used, the material shall be such as will allow paint finish to be applied subsequently in the field without special preparation.

Where a coating process is used, the process shall be carried out in accordance with the coating manufacturer's recommendations.

Unless otherwise specified, the colour of the exterior finish shall be “Smoke Blue” (Colour No. T33) in accordance with AS 2700.

6.11 Provision for Connection to Telecom Lines

Where provision is required for connection to telecommunication lines, the method of connection used shall be in accordance with the requirements of ACMA. The Supplier shall obtain the necessary approval from ACMA and submit evidence of such approval (see Clause 12.2).
6.12 Earthing

Unless otherwise specified, the housing shall be fitted with a separate earthing point that does not rely on the hold down bolts or other forms of attachment.
SECTION 7

7. MARKING AND LABELLING

7.1 General

Markings shall be provided on the equipment in accordance with this Specification, the dedicated equipment specification and other applicable specifications and standards.

All identification markings shall be in English and the type numbers and name shall be the same as those used in equipment manuals.

All markings shall be capable of withstanding mechanical abrasion and environmental stresses without adverse deterioration.

Labels shall not include any advertising material (such as material associated with the brand, manufacturer or others).

7.2 Housings

All housings shall be clearly marked on the inside in a durable manner with the following information:

(a) Manufacturer's identification;

(b) Equipment code or type number;

(c) Date of supply;

(d) A unique serial number;

(e) The approval number(s) shown on the Certificate of Suitability (where applicable);

(f) ACMA C-Tick certification marking;

(g) ACMA A-Tick certification marking (where applicable);

(h) ACMA certification for radio communication equipment (where applicable);

(i) The RTA type approval number (where applicable).

NOTE: Refer to Clause 13.2 for traceability.
7.3 Modules

All removable modules, printed-circuit cards and other plug-in sub-assemblies shall be clearly and indelibly marked with the following information:

(a) Title, describing the function of the unit;
(b) Manufacturer's identification;
(c) Equipment code or type/model number;
(d) Date of supply;
(e) A unique serial number.

This information shall be marked on the cover of the unit so that it is readily visible, preferably without removing the module from its mounting. If the cover is mechanically separate from the chassis or main assembly of the unit, the same information shall be marked on the main assembly.

In addition, the month and year of supply shall be clearly marked on a non-separable section of the module, to assist with identification of items covered by warranty.

NOTE: Refer to Clause 13.2 for traceability.

7.4 Components and Controls

All switches, adjustment facilities, indicator lights, push buttons, fuses, cable sockets and plug-in components shall be neatly and clearly marked to indicate their function and/or to what they are connected.

Multi-position switches shall show "ON" and "OFF" positions where applicable, and selector switches shall be provided with calibrated dials clearly marking each position.

All connectors and sockets shall be clearly and permanently marked with the circuit identification. All connectors shall be uniquely identified at each of the mating sections.

7.5 Type of Label

7.5.1 Approval by RTA's Representative

Where not specified, the Supplier shall obtain the approval of the RTA's Representative regarding the selection of suitable marking text and the size and position of labels or legends.
7.5.2 Front Panels, Covers and Chassis

In no case shall legends be written or painted on the body of the units, but engraved, anodised, permanently silk-screened or indelibly stencilled markings will be permitted.

7.5.3 Adhesive Labels

Adhesive labels may be used subject to approval by the RTA's Representative, having due regard to durability of both the adhesive and the printing process. However, adhesive labels shall not be used on module front-panels or on the exterior of the housing.

Approval for use of adhesive labels is subject to proven long-term suitability of the adhesive material having regard to environmental and operational factors. Paper labels are not permitted.

Adhesive labels shall not cover tracks or solder pads on printed circuit boards.

7.5.4 Layout Diagrams

In lieu of individual markings, the use of a layout/assembly diagram is permissible, provided such a diagram is affixed within the equipment in a durable manner and in such a position that it can be readily related to the components in question. Furthermore, where the information relating to positioning of modules and the like may vary from site to site, the diagram shall be appropriately water-proofed and attached to the housing rather than to a removable sub-assembly.

7.5.5 Options and Programming Identification

Equipment capable of supporting either hardware or software options shall display details of the facilities actually provided, including workshop programmable features.

Data on such options shall be displayed inside the equipment for the information of service personnel.
SECTION 8

8. MONITORING AND TEST FACILITIES

8.1 Metering and Test Points

Metering jacks, sockets or terminals, appropriately labelled, shall be provided to enable normal adjustments and setting-up of the equipment to be carried out in the field. Such facilities shall include provision for normal servicing, the measurement of performance characteristics and in-service monitoring by means of commercially available test equipment or that provided as part of the equipment.

8.2 Alarm Conditions

Where a field equipment is capable of reporting alarm conditions, the equipment shall be fitted with a readout or indicator of any such alarm or off-normal condition, whether or not this condition is made available on a remote monitoring equipment/system.

8.3 Access

Access to test facilities shall be unimpeded by cables, fixed components or hardware, and test and monitoring points shall be suitable for the attachment of test probes without risk of mechanical damage or electrical malfunction.

8.4 Software

Where a microprocessor forms part of the equipment and it is a requirement of the dedicated equipment specification or the supply contract, the Supplier shall provide a set of test programs which shall adequately exercise and automatically test the processor and the related circuits. In the event that the test program detects a fault, an automatic diagnostic display shall be generated.
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SECTION 9

9. ELECTRICAL PROTECTION

9.1 General

All equipment shall be protected against the effects of component failure, accidental short circuits or equipment malfunction by the provision of circuit breakers, fuses, or current-limiting devices.

9.2 Modules and Circuits

Protection for modules and circuits shall be non-destructive.

9.3 Power Systems

Graded protection shall be provided for both a.c. and d.c. supplies to all major portions of the equipment.

Power system protection shall be graded such that only the protective device nearest the fault is activated. Grading shall apply for both short circuit and high resistance fault conditions.

9.4 Protection from Electrostatic Discharge

The handling, packaging, storage and shipment of electronic components and assemblies shall take account of the risk of damage by electrostatic discharge (ESD).

Levels of device susceptibility to ESD may vary from 30 V to 1000 V, and the Supplier shall take measures during manufacture, testing, storage and shipping to eliminate damage or degradation caused by ESD. As a minimum, these measures shall include the handling and transport of all static-sensitive devices in accordance with TR 61340.5.1 and TR 61340.5.2.

9.5 Earthing

All housings shall be earthed in accordance with AS/NZS 3100 and AS/NZS 60950.1.
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SECTION 10

10. PRINTED CIRCUIT BOARDS AND ASSEMBLIES

10.1 Standards

Printed circuit boards shall conform to Class 3 of ANSI/IPC-A-600H "Acceptability of Printed Boards".

Printed circuit cards shall employ glass fibre/epoxy laminate of at least 1.6mm thickness, and a minimum conductor thickness of 35 μm.

For circuits with peak voltage differentials of less than 50 V, the minimum spacing between adjacent printed conductors shall be:

(a) 0.3 mm for boards with an approved conformal coating; and
(b) 0.5 mm for uncoated boards.

Conductor spacing shall be greater than the above minima where the board layout permits.

For circuits with peak voltage differentials of 50 V or greater, the minimum spacing between adjacent printed conductors shall be appropriate for the applied voltages, and shall in no case be less than 0.5 mm. The board shall be coated with an approved solder mask (refer to Clause 10.3).

For printed tracks required to carry peak currents less than 100 mA, the design minimum track width shall be 0.5 mm. Only where board space is restricted the track width may be reduced to an absolute minimum of 0.3 mm.

For printed tracks required to carry peak currents of 100 mA or greater, the following requirements shall be met:

(a) The conductor shall not fuse before any associated protective device operates;
(b) The temperature of the printed track shall not rise more than 10°C due to resistive losses;
(c) The conductor width shall be not less than 0.5 mm.

NOTE: Refer to IPC-2221 for track current carrying capacities and for track spacing versus voltage breakdown ratings.
10.2 Soldering

The solder used shall be lead-free. The solder flux used shall be bromide-free.

Soldered connections shall conform to Class 3 of IPC J-STD-001E "Requirements for Soldered Electrical and Electronic Assemblies".

All residues of solder flux shall be cleaned from PCBs after soldering.

10.3 Solder Mask

PCBs shall have solder masks over topside and bottom side tracking layers. The solder masking of printed circuit boards shall conform to Class 3 of ANSI/IPC-SM-840D "Qualification and Performance of Permanent Polymer Coating (Solder Mask) for Printed Boards".

10.4 Conformal Coating

For all applications where components with (tin plated) iron leads are used in equipment which is not intended to be continuously energised, or where otherwise specified, electronic assemblies shall be provided with a conformal coating for additional protection or spray-on lacquer designed for this purpose. All parts and components that are to remain uncoated such as switches, fuse holders, edge connectors, and IC sockets shall be masked prior to coating to prevent contamination.

The coating shall be transparent to enable marking and colour coding of components to be clearly visible. The coating shall be of the solder-through type; that is, it shall not char, burn or discolor when a hot soldering iron is applied to a coated joint.

The conformal coating material shall conform to the requirements of IPC-CC-830 "Qualification and Performance of Electrical Insulating Compound for Printed Wiring Assemblies".

10.5 Printed Board Assemblies

Printed board assemblies shall conform to Class 2 of IPC-A-610E "Acceptability of Electronics Assemblies", unless otherwise required by the dedicated equipment specification.

10.6 Board Marking

All printed circuit boards shall show component coding corresponding to designations shown on the circuit or schematic diagram. If possible, component outlines should also be shown. Such markings
shall be applied by silk-screen printing or a similar process on the side where the components are mounted.

Component and test point identifications shall be legibly marked on the circuit boards.

10.7 Protection

It is preferred that all printed circuit boards used as independent modules be mechanically protected by removable covers. Where required for safety reasons, metal covers shall be effectively earthed.

10.8 Flammability

Printed circuit boards and assemblies shall be capable of passing the flammability test UL 94V-1 in UL 94.

10.9 Modification or Repair

When printed circuit boards are either modified or repaired as part of production or after failure subsequent to delivery, all work shall be in accordance with IPC-7711B/7721B "Rework, Modification and Repair of Electronic Assemblies".
11. EQUIPMENT TESTING AND INSPECTION

11.1 General

The requirements of this section (Section 11) apply to equipment for which RTA type approval is a requirement.

NOTE: The procedure for gaining type approval is not covered by this Specification. Refer to the dedicated equipment specification or other applicable RTA documents for requirements for type approval.

11.2 Routine Production Tests

11.2.1 Purpose

Each unit of equipment shall be tested by the equipment manufacturer to prove that the equipment performance attains the guaranteed values. The RTA's Representative shall have right of access to the testing areas to enable inspection and to witness all phases of the production tests, or to request the repetition of these tests if there is no evidence of such tests having been (properly) carried out.

11.2.2 Type of Test

As a minimum, the manufacturer shall carry out the following production tests on each item of equipment:

(a) Following assembly, all printed-circuit boards shall be pretested at appropriate voltage levels to exercise every available function.

(b) Each electronic assembly with associated interfacing shall be subjected to a heat test under normal operating conditions in the following sequence:-

(i) Place in an oven and raise to 70-75°C;

(ii) Once the unit reaches temperature, it is to remain at that temperature for 20 minutes;

(iii) Allow the unit to cool rapidly to ambient temperature (below 30°C);
(iv) Repeat steps (i), (ii) and (iii) twice more (making a total of three cycles);

(v) The equipment shall be soak tested at an ambient temperature of 80°C with power applied for 24 hours, and tested after soaking for correct operation.

If failure occurs during any cycle, then the whole procedure steps (i), (ii), (iii), (iv) and (v) shall be repeated. During the heat test, the assembly and the associated interfacing shall be fully exercised and its performance monitored.

11.2.3 Test Status

The performance and status of each item of equipment under production tests shall be fully documented by the equipment manufacturer in accordance with the requirements of AS/NZS ISO 9001. This documentation shall be made available for inspection at any time upon request by the RTA's Representative. Refer also to Clauses 14.2 and 14.3 respectively for requirements for test certificates and quality plan for inspection.

11.3 Pre-delivery Inspection

Unless otherwise specified in the dedicated the Contract or dedicated equipment specification, the requirements in this clause shall apply.

After production equipment has passed the manufacturer's tests and ready for delivery, the equipment shall be subjected to a pre-delivery inspection at the manufacturer's works or Supplier's premises in the Sydney area before delivery.

The manufacturer shall provide a Compliance Certificate to cover the batch of equipment to be delivered, and access to all quality records related to the batch.

The Compliance Certificate shall be a formal document stating that the equipment has been fully tested in accordance with the Inspection and Test Plan approved by the RTA and meets all specified requirements. The Compliance Certificate shall clearly identify the equipment, the batch information and the purchasing order number. The Compliance Certificate shall be personally signed and dated by a designated representative of the manufacturer.

NOTE: The Inspection and Test Plan for the equipment is an integral part of the Type Approval issued by the RTA. Subject to the approval of the RTA Manager for Type Approval, it may be revised from time to time to suit the needs of the manufacturer's quality management system.

The pre-delivery inspection shall include an examination of the goods and a check of the manufacturer's Compliance Certificate and quality
records. Before leaving the manufacturer's / Supplier's premises the Authority's Inspector will issue the Supplier with documentation to confirm that the goods:

(a) have been accepted and are cleared for delivery; or

(b) have been rejected for stated reasons; or

(c) are subject to further verification for stated reasons.

The Supplier shall give the Authority's Inspectors at least two working days' notice of the availability of the goods for pre-delivery inspection.

Requests for pre-delivery inspection are to be directed to the Quality Assurance Manager, Traffic Equipment & Standards Group, RTA Engineering Technology Branch on telephone No. (02) 8837 0123.

NOTE: The contact details for arranging pre-delivery inspections may change from time to time due to operational or other reasons. If the Supplier is unable to make contact for arranging a pre-delivery inspection, the Supplier shall notify the RTA's Representative and request for updated contact details.
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SECTION 12

12. CERTIFICATION AND APPROVAL

12.1 Certificate of Suitability

The equipment manufacturer or Supplier shall obtain a NSW Certificate of Suitability for any equipment capable of being powered from the mains supply to ensure that the equipment meets minimum electrical safety requirements. Once a Certificate of Suitability is issued, it is the manufacturer's and Supplier's responsibility to ensure that the equipment complies with any subsequent amendments to State Regulations and Australian Standard Specifications relative to electrical safety.

If the design of the equipment is changed, it is necessary for the manufacturer/Supplier to have the Certificate of Suitability endorsed accordingly.

Where a Certificate of Suitability or an equivalent document is issued in another state, the Supplier shall obtain written evidence from the appropriate NSW government office that such Certificate or document is regarded as fully equivalent to a Certificate of Suitability issued by the NSW government office.

NOTE: Refer to Clause 7.2 for requirements for showing the Certificate of Suitability approval number(s) on a housing marking label.

12.2 ACMA Approval

Equipment designed for connection to the public telecommunications network must comply with applicable ACMA approval requirements and be so certified (i.e. A-Tick certification). Where this applies, the Supplier shall provide documentary evidence of such certification.

Equipment for radio communication must comply with applicable ACMA approval requirements for the specified radio frequency band and transmitter power, and carry the relevant certification. Where this applies, the Supplier shall provide documentary evidence of such certification.

NOTE: Refer to Clause 2.6.1 for compliance with statutory requirements for electromagnetic compatibility (C-tick certification).
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SECTION 13

13. QUALITY ASSURANCE

13.1 General

The Supplier and the manufacturers of equipment and software provided by the Supplier for the contract works shall each operate a quality management system complying with AS/NZS ISO 9001 or ISO 9001. This quality management system shall be certified by a quality management system certifying body either accredited under the criteria laid down in the Joint Accreditation System of Australia and New Zealand (JAS-ANZ), or listed in the International Standards Organisation ISO Directory of ISO 9000 and ISO 14000 Accreditation and Certification Bodies.

13.2 Traceability of Equipment

All items of equipment shall be marked with a batch code, serial number, or other marking to provide traceability under the manufacturer’s quality management system.

13.3 Quality Audits

The RTA’s Representative and the Authority shall have the right to examine records of internal and external quality audits carried out on the Supplier’s and the equipment manufacturers’ quality management systems. As a result of such examinations, or in addition to them, the RTA’s Representative or the Authority may carry out an independent quality audit concerning equipment or software for the contract works.
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SECTION 14

14. DOCUMENTATION

14.1 General

Unless otherwise specified in the dedicated equipment specification or the Contract, documentation shall be provided in the following format:

(a) Two sets in prints;

(b) One set on an ISO 9660 compliant CD ROM in the portable document format or other file formats agreed to by the RTA's Representative.

14.2 Test Certificates

Certified test results of factory tests and measurements shall be provided before or at the time of inspection.

14.3 Quality Plan

The Supplier shall submit a quality plan to the RTA's Representative at least eight (8) weeks prior to the scheduled delivery date or at a time agreed with the RTA's Representative.

The quality plan shall include details of all tests and checks to be performed during and at the end of the manufacturing process.

14.4 Installation Information

This information shall contain all data necessary for the placement and connection of the equipment. It shall include the following:

(a) Dimensioned mechanical drawings showing mounting points, access to cable terminations, test points, meters and controls, removable panels and doors;

(b) Cable termination details, e.g. lug dimensions and preferred routing for external cables within the equipment;

(c) Requirements for site preparation or equipment mounting.
11.5 Equipment Handbooks

The Supplier shall provide equipment handbooks as nominated in the dedicated equipment specification. Separate handbooks shall be provided for each type of equipment supplied. Handbooks shall be provided at least six (6) weeks prior to the commencement of pre-delivery testing.

Each handbook shall include the following as a minimum:

(a) Overview of features and description of functions;
(b) Specifications of internal components with data sheets;
(c) Wiring schedules, including terminal block layouts;
(d) Drawings (e.g. assembly and construction, functional and/or physical block diagrams, circuit schematics, connection diagrams);
(e) Setup instructions;
(f) Operations instructions;
(g) Maintenance instructions, including diagnostic procedures and routine maintenance procedures;
(h) Shut-down instructions;
(i) Description of indicators, monitoring points and service connections;
(j) Specifications for external connections, both mechanical and electrical;
(k) Occupational and health instructions.

Handbooks shall comply with RTA Specification HB/1.

14.6 Software Documentation

Where the equipment employs any form of software, the Supplier shall supply sufficient information to operate, maintain and modify the configuration parameters of the operating programme of the equipment without reference to the Supplier or original designer.

Software documentation shall include a software configuration management datasheet which details the version number of all operating software and updates.
Source code developed specifically for the RTA shall be delivered to the RTA or placed into Escrow, or otherwise made available to the RTA in accordance with an arrangement agreed to by the RTA.

NOTE: Refer to the dedicated equipment specification or other contract documents for additional requirements for software and software documentation.
SECTION 15

15. WARRANTIES AND SPARES

15.1 Warranties

The requirements in this clause apply unless other warranty conditions are specified in the dedicated equipment specification or other part(s) of the Contract.

The Supplier shall provide, for each item of equipment supplied, a warranty period of 12 months after equipment installation or 24 months after equipment delivery to the Authority’s store, whichever occurs first.

Any equipment failed in service or found to be defective within the warranty period, will be delivered to the Supplier, who shall then make good the defect or arrange to have the defect made good, and subsequently return the good unit to the Authority at no charge to the Authority. Unless otherwise agreed, defective goods shall be processed and returned within 30 calendar days from the date the defective item is delivered to the Supplier.

It is expressly understood that any equipment damaged as a result of a traffic accident, abuse or act of vandalism after delivery to the Authority will not be covered by warranty provisions.

Notwithstanding the warranty obligation stated above, the Supplier shall rectify any latent defects at the Supplier’s own cost when such a defect is detected and reported to the Supplier within five (5) years of the equipment delivery.

15.2 Spares

The Supplier shall maintain a reasonable supply of spare parts and modules to allow the equipment to be maintained in service for a minimum period of ten (10) years.

The Supplier shall give notice to the Authority prior to the last manufacturing run before cessation of manufacture for the particular spares type. The Supplier shall maintain spares for a minimum period of five (5) years after cessation of manufacture for the particular spares type.

Spare parts and modules for maintenance purposes shall include the following as applicable:

(a) Mechanical assemblies;

(b) Electrical assemblies;
(c) Electronic assemblies;
(d) Optical assemblies; and
(e) Electrical and electronic components.
APPENDIX A

REFERENCES AND APPLICABLE DOCUMENTS
APPENDIX A

REFERENCES AND APPLICABLE DOCUMENTS

A.1 AUSTRALIAN STANDARD SPECIFICATIONS

The following standards have been referred to in this Specification:

AS 1055 – Acoustics – Description and measurement of environmental noise
AS/NZS 1125 – Conductors in insulated electric cables and flexible cords
AS/NZS 1170.2 – Structural design actions - Wind actions
AS 1319 – Safety signs for the occupational environment
AS 1470 – Code of general practice for safe working in industry
AS/NZS 1660 – Test methods for electric cables, cords and conductors
AS 2374 – Power transformers
AS 2402 – Traction batteries – Lead-acid
AS 2700 – Colour standards for general purposes
AS 2748 – Information technology – Data communication – 25-pole DTE/DCE interface connector and contract number assignments
AS/NZS 2772 – Radiofrequency fields – Maximum exposure levels – 3 kHz to 300 GHz
AS/NZS 3000 – Electrical installations (known as the Australian/New Zealand Wiring Rules)
AS/NZS 3100 – Approval and test specification – General requirements for electrical equipment
AS/NZS ISO 9001 – Quality management system - Requirements
AS 60068.2.6 – Environmental testing - Tests - Test Fc: Vibration (sinusoidal)
AS 60068.2.29 – Environmental testing - Tests - Test Eb and guidance: Bump
AS 60529 – Degrees of protection provided by enclosures (IP Code)
AS/NZS 60950.1  -  Information technology equipment – Safety – General requirements
AS/NZS 61000.6.1  -  Electromagnetic compatibility (EMC) – Generic standards – Immunity for residential, commercial and light-industrial environments
AS/NZS 61000.6.3  -  Electromagnetic compatibility (EMC) - Generic standards - Emission standard for residential, commercial and light-industrial environments
AS/NZS 61558.2.6  -  Safety of power transformers, power supply, reactors and similar products for supply voltages up to 1100V – Particular requirements for safety isolating transformers and power supply units incorporating safety isolating transformers
AS/ACIF S009  -  Installation requirements for customer cabling (Wiring Rules)
TR 61340.5.1  -  Electrostatics – Part 5.1: Protection of electronic devices from electrostatic phenomena – General requirements
TR 61340.5.2  -  Electrostatics – Part 5.2: Protection of electronic devices from electrostatic phenomena – User guide

A.2 RTA SPECIFICATIONS AND DOCUMENTS

The following RTA specifications (as amended) and documents (as amended) have been referred to in this Specification:

Specification HB/1  -  Handbooks for Electronic Assemblies and Equipment

A.3 OTHER STANDARD SPECIFICATIONS

The following standards have been referred to in this Specification:

ANSI/IPC-A-600H  -  Acceptability of Printed Boards
ANSI/IPC-SM-840D  -  Qualification and Performance of Permanent Polymer Coating (Solder Mask) for Printed Boards
IEC 60384  -  Fixed capacitors for use in electronic equipment
IEC 60190  -  Non-wirewound potentiometers Type 2
<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISO 2768</td>
<td>General tolerances -</td>
</tr>
<tr>
<td></td>
<td>Part 1: Tolerances for linear and angular dimensions without individual</td>
</tr>
<tr>
<td></td>
<td>tolerance indications</td>
</tr>
<tr>
<td></td>
<td>Part 2: Geometrical tolerances for features</td>
</tr>
<tr>
<td></td>
<td>without individual tolerance indications</td>
</tr>
<tr>
<td>ISO 4902</td>
<td>Information Technology – Data Communication –</td>
</tr>
<tr>
<td></td>
<td>37-pole DTE/DCE Interface Connector And Contact Number Assignments</td>
</tr>
<tr>
<td>ISO 4903</td>
<td>Information technology - Data communication -</td>
</tr>
<tr>
<td></td>
<td>15-pole DTE/DCE interface connector and contact number assignments</td>
</tr>
<tr>
<td>ISO 9660</td>
<td>Information processing; volume and file structure of CD-ROM for information</td>
</tr>
<tr>
<td></td>
<td>interchange</td>
</tr>
<tr>
<td>IPC-2221</td>
<td>Generic Standard on Printed Board Design</td>
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<tr>
<td>IPC-7711B/7721B</td>
<td>Rework, Modification and Repair of Electronic Assemblies</td>
</tr>
<tr>
<td>IPC-A-610E</td>
<td>Acceptability of Electronics Assemblies</td>
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<tr>
<td>IPC-CC-830</td>
<td>Qualification and Performance of Electrical Insulating Compound for Printed</td>
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<td></td>
<td>Wiring Assemblies</td>
</tr>
<tr>
<td>IPC J-STD-001E</td>
<td>Requirements for Soldered Electrical and Electronic Assemblies</td>
</tr>
<tr>
<td>ISO 9001</td>
<td>Quality management systems - Requirements</td>
</tr>
<tr>
<td>UL 94</td>
<td>Tests for Flammability of Plastic Materials for Parts in Devices and Appliances</td>
</tr>
</tbody>
</table>

* * * * *
Appendix 3 Solution Security Documentation

[Redacted]
Schedule 3  Fee Schedule

[Redacted]
### Schedule 4  Project Order Template

#### PROJECT ORDER

<table>
<thead>
<tr>
<th>Agency</th>
<th>Name</th>
<th>Roads and Maritime Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABN</td>
<td>76 236 371 088</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>20-44 Ennis Road, Milsons Point, NSW 2061</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Name</th>
<th>Acusensus Pty Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABN</td>
<td>17 625 231 941</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>L1 333 Exhibition St, Melbourne VIC 3000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Order Number</th>
<th>[insert]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Project Order</td>
<td>[insert]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Mobile Phone Detection Camera Services Agreement between the Agency and the Contractor</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Agreement Date</th>
<th>[insert]</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Reference</th>
<th>[insert]</th>
</tr>
</thead>
</table>

1. **Background and operative provisions**

1.1 The Agency and the Contractor entered into the Agreement on the Agreement Date.

1.2 The parties have agreed to enter into this Project Order to document the supply of Services requested by the Agency to be provided under the Agreement.

1.3 Terms used in this Project Order have the same meaning as terms defined in the Agreement.

1.4 When executed the both parties, this Project Order is incorporated into and forms part of the Agreement and will be governed by the terms and conditions of the Agreement. The supply of all Services under this Project Order must comply with all requirements set out in this Agreement and the Scope of Works.

1.5 This Project Order is governed by the laws of the State of New South Wales. Each party submits to the exclusive jurisdiction of the courts of the State of New South Wales.

1.6 This Project Order may be executed in any number of counterparts which, when taken together, constitute one document.

2. **Project Order Details**

Proposal Number

Project Order

Commencement
### Date

**Initial Project Order Services Period**

[Initial Project Order must be for a minimum of 24 months.]

**Extension of Project Order Services Period**

[Multiple extensions each for no more than 12 months are permitted, provided that the latest expiry date of any Project Order Services Period must be 30 November 2024.]

### RMS Representative

**Contractor Representative**

### Approval of Contractor Personnel

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If yes, approval applies to the following:

[Specify “All Services” or nominate which services can only be carried out by Contractor personnel who have been approved by the Agency.]

### Criminal record search and investigation

Criminal record search and investigation of Contractor Personnel who may have access to any Data required?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If yes, the criminal record search and investigation applies to the all Contractor Personnel who have access to the following Data:

- [ ]

("Sensitive Data")

[Consider whether the Contractor's Personnel will have access to Sensitive Data. If not, specify “No”. If yes, then specify which Contractor Personnel will be subject to a criminal record search having regard to the kind of Sensitive Data they will have access to.]

### Key Personnel

<table>
<thead>
<tr>
<th>Position, Role or Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

[These are the Contractor Personnel who should not be replaced in their role on the project without consent. Consider inserting “roles” as well as names because once a named individual is replaced, unless you've also nominated the role the restriction will not apply to that person’s replacement.]

### Service Fees

<table>
<thead>
<tr>
<th>System/Services</th>
<th>Price (AUD) (Inc GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Milestone</td>
<td>Payment</td>
</tr>
<tr>
<td>---------------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Acceptance</td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
</tr>
</tbody>
</table>

Payment Terms

Fixed Component of Service Fees

[Identify any fixed price component and nominate milestones which can be objectively assessed as completed. These milestones must be specified in and be consistent with the Installation Plan which is to be attached to the Project Order. At least 20% of the total Services Fees should be held back until such time as the Systems and Services pass Acceptance Testing]

Variable Component of Service Fees

[Identify any variable component of the Service Fees which is to be paid on a periodic basis, the period of payment and when payment is to commence.]

Time and Materials Component of Service Fees

[Identify any variable component of the Services Fees which is to be paid based on the Time and Materials Rates and the applicable rates.]

[Include any other Project Order specific payment terms.]

Project Order Cap

[Insert maximum amount payable for Time and Materials components in the Project Order]

Fixed Camera Systems / Transportable Camera Systems

[Insert details of all Fixed Camera Systems and/or Transportable Camera Systems which the Contractor is required to supply.]
| Services                                                                 | [List details of all Services which the Contractor is required to provide. In particular:  
- identify Equipment to be provided;  
- identify any site specific requirements (including access requirements), and nominate the Sites from which Services are to be provided;  
- consider any particular Fault rectification requirements;  
- consider any Image requirements;  
- for Transportable Camera Systems, include the proposed scheduling requirements; and  
- identify any training requirements] |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment of Invoices</td>
<td>As per the Agreement.</td>
</tr>
<tr>
<td>Milestone Due Date</td>
<td>[Insert the due date for the delivery and acceptance of the systems to be installed pursuant to this Project Order.]</td>
</tr>
</tbody>
</table>
| Liquidated Damages                                                     | For a delay in meeting the Milestone Due Date.  
[insert details / The Liquidated Damages set out in clause 8.11 (Liquidated Damages) of the Agreement apply to this Project Order.]  
[Please consider the losses likely to be suffered from the delay, and consult with your line manager and document your calculations (but not here) as RMS will be called upon to justify our figures in the event of a dispute] |
| Policies                                                                | [insert details]  
[insert any policies specific to this Project Order] |
| Approvals                                                              | [insert details]  
[Where an Approval is required, please insert details of the relevant Approvals and when they are required to be obtained] |
| Certifications                                                         | [insert details]  
[Where new Certifications are required for new Camera Devices or for existing Approved Enforcement Devices, please insert details here including when they must be completed] |
| Installation Plan                                                      | [insert details]  
[Insert details of any Installation Plan] |
| Acceptance Tests / Acceptance Test                                    | [insert details]  
[Insert details of any required Acceptance Tests, including] |
<table>
<thead>
<tr>
<th>Plan</th>
<th><em>requirements for an Acceptance Test Plan if one is required</em></th>
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</thead>
<tbody>
<tr>
<td>Training Requirements</td>
<td><em>[insert details]</em></td>
</tr>
<tr>
<td></td>
<td><em>[Insert details of any new training or training documentation]</em></td>
</tr>
<tr>
<td>Installation Plan</td>
<td><em>[insert details]</em></td>
</tr>
<tr>
<td></td>
<td><em>[Please confirm if an Installation Plan is required. If so it should be referenced here and attached to Annexure 1 to the Project Order Scope of Works]</em></td>
</tr>
<tr>
<td>Agency Dependency</td>
<td><em>[insert details]</em></td>
</tr>
<tr>
<td></td>
<td><em>[Please insert specific detail regarding any obligations or responsibilities on the Agency in respect of the installation and set up of any systems under this Project Order.]</em></td>
</tr>
<tr>
<td>System Documentation</td>
<td><em>[insert details]</em></td>
</tr>
<tr>
<td></td>
<td><em>[Include details of changes to System Documentation (and annex updated documentation if required)]</em></td>
</tr>
<tr>
<td>Other information</td>
<td><em>[insert details]</em></td>
</tr>
<tr>
<td></td>
<td><em>[Include any other relevant information, if required]</em></td>
</tr>
</tbody>
</table>
2.1 Project Order Scope of Works

[Ensure your Project Order Scope of Works includes the applicable Services and any new or updated system specifications for the particular Project Order, and any modifications to the Services and systems required.]
Annexure 1 to Project Order - Installation Plan

[ATTACH THE INSTALLATION PLAN]
**PROJECT ORDER EXECUTED** as an agreement.

**SIGNED** for and on behalf of **Roads and Maritime Services** by its authorised delegate:

<table>
<thead>
<tr>
<th>Signature of delegate</th>
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<tbody>
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</table>

in the presence of

<table>
<thead>
<tr>
<th>Name of witness (print)</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Position/Title</th>
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<table>
<thead>
<tr>
<th>Name</th>
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<table>
<thead>
<tr>
<th>Date</th>
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</tbody>
</table>

**EXECUTED** by **ACUSENSUS PTY LTD** in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:

<table>
<thead>
<tr>
<th>Signature of director</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of director/company secretary*</th>
</tr>
</thead>
<tbody>
<tr>
<td>*delete whichever is not applicable</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Name of director (block letters)</th>
</tr>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
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</tr>
</tbody>
</table>
Schedule 5  Insurance

[Redacted]
Schedule 6  Contractor's Statement

Contractor Statement
Payment of Workers, Payroll Tax & Worker's Compensation Premiums

All suppliers/contractors must provide this Statement with every invoice/Payment Claim for all works/services carried out for Roads and Maritime Services (RMS). RMS is entitled by law to withhold payment until this Statement is provided (see Note 2 overleaf).

Details

Contractor's Legal Name:

Contractor’s Trading / Business Name:

Contractor's ABN:  Contractor's ACN:

Contractor's Address:

RMS Contract No:  Project/Contract Title:

Description of Works:

Period of Work this Statement applies to (see Note 3):

From:  To:

Invoice or Payment Claim Numbers this applies to:

Invoice or Payment Claim Dates this Statement applies to:

Declaration

I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:

- All workers engaged by the Contractor in respect of the works have been paid all remuneration entitlements.
- All worker compensation insurance premiums have been paid and attached in a true copy of a Certificate of Currency for worker compensation insurance valid for the period covered by this Statement; or  
- the Contractor is an exempt employer for workers compensation purposes (see Note 6);
- The Contractor is registered as an employer under the Payroll Tax Act 2007 and has paid all payroll tax due in respect of employees in relation to the works the subject of this Statement; or  
- the Contractor is not required to be registered;
- The Contractor has not engaged any subcontractors for the works the subject of this Statement, or  
- The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors and believes it to be true.
- I am authorised to make this declaration and I am in a position to know the truth of its contents.

Signature of Authorised Person:  Name of Signatory (print):

Date:  Position / Job Title of Signatory (print - see Note 4):


(see Notes on page 2)
Workers Compensation Insurance Certificate of Currency for the work period, unless the contractor is exempt (note 6).

Notes

1. A Contractor is anyone who carries out work under a contract for RMS. References to "Subcontractor" and "Principal Contractor" in the legislation in Note 2 have been changed to "Contractor" and "RMS" for convenience.

2. This form is prepared for the purposes of section 127 of the Industrial Relations Act 1996 ("IRA"), section 175B of the Workers Compensation Act 1987 ("WCA") and Schedule 2 Part 5 of the Payroll Tax Act 2007 ("PTA"). These laws allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:
   a. All workers compensation insurance premiums have been paid (or the Contractor is exempt); and
   b. all employees have been paid; and
   c. all payroll tax payable relating to the work has been paid or the Contractor is exempt.

3. A Statement is required for every Invoice/Payment Claim. The periods covered in each Statement must be sequential and leave no gap.

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

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

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

Record Retention

RMS will keep a copy of this Statement for 7 years. The Contractor must obtain similar statements from its subcontractors and keep them for 7 years.

Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(6) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(6) of the PTA (see Note 2 for full legislation references).

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. For more information, refer to CRS Revenue Ruling PT 59 at www.orr.nsw.gov.au/info/legislation/ruless/payrollpt59.pdf and visit the WorkCover website www.workcover.nsw.gov.au.

Copies of the legislation can be found at www.legislation.nsw.gov.au.

Schedule 7    Key Personnel

[Redacted]
<table>
<thead>
<tr>
<th>Schedule 8</th>
<th>Pre-Approved Subcontractors</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>
Schedule 9  
Form of Change Request

<table>
<thead>
<tr>
<th>Agency</th>
<th>Name</th>
<th>Roads and Maritime Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ABN</td>
<td>76 236 371 088</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>20-44 Ennis Road, Milsons Point, NSW 2061</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Name</th>
<th>Acusensus Pty Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ABN</td>
<td>17 625 231 941</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>L1 333 Exhibition St, Melbourne VIC 3000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Change Request Number</th>
<th>[insert]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Change Request</td>
<td>[insert]</td>
</tr>
<tr>
<td>Agreement</td>
<td>Mobile Phone Detection Camera Services Agreement between the Agency and the Contractor</td>
</tr>
<tr>
<td>Agreement Date</td>
<td>[insert]</td>
</tr>
</tbody>
</table>

| Agreement Number | Reference | [insert] |

1) BACKGROUND AND OPERATIVE PROVISIONS
   a) The Agency and the Contractor entered into the Agreement on the Agreement Date.

   b) In consideration of the mutual promises set out in this Change Request, the parties agree that from and including the Date of Change Request, the Agreement is varied in accordance with this Change Request.

   c) Subject to the variations in this Change Request, the Agreement will continue in full force and effect.

   d) Terms used in this Change Request have the same meaning as terms defined in the Agreement.

   e) This Change Request is governed by the laws of the State of New South Wales. Each party submits to the exclusive jurisdiction of the courts of the State of New South Wales.

   f) This Change Request may be executed in any number of counterparts which, when taken together, constitute one document.

2) SUMMARY OF CHANGE REQUEST
   a) [Insert a summary of the changes, if required]

3) SCOPE
   a) [Insert changes to the scope of Services, including whether there are changes to Sites or aspects of the MPDC System.]
4) SITES
   a) [Where the change is to add new Sites, this should address each of the requirements of the Installation Services and includes requirements and time frames for performing due diligence at Sites, including preparing an Installation Plan.]

5) APPROVALS
   a) [Where the change means an Approval will be required, please insert details of the relevant Approvals and when they are required to be obtained.]

6) CERTIFICATIONS
   a) [Where the change means new Certifications are required for new Camera Devices or for existing Approved Enforcement Devices, please insert details here including when they must be completed.]

7) EFFECT OF CHANGE ON SCOPE OF WORKS
   a) [Insert any specific changes required to the Scope of Works (annex updated Scope of Works if required]

8) DELIVERY TIMETABLE
   a) [If changes occur during the Installation Services, details any impact on the delivery timetable, including changes to Milestones. If the change relates to Sites, include a delivery timetable including relevant Milestones.]

9) EFFECT OF CHANGE ON SERVICES FEES AND FEE SCHEDULE
   a) [Insert details of new or updated Service Fees]

10) EFFECT OF CHANGE ON SERVICES LEVELS
    a) [Insert details of new or updated Service Levels]

11) PLAN FOR IMPLEMENTING THE CHANGE
    a) [Insert the plan for implementing the change – if not covered above.]

12) THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE
    a) Responsibilities of the Contractor
       i) [Insert the responsibilities of the Contractor for implementing the change – if any.]

    b) Responsibilities of the Agency
       i) [Insert the responsibilities of the Agency for implementing the change – if any.]

13) ACCEPTANCE TESTS
    a) [Insert details of any required Acceptance Tests, including requirements for an Acceptance Test Plan if one is required.]

14) EFFECT OF CHANGE ON SYSTEM DOCUMENTATION
    a) [Include details of changes to System Documentation (and annex updated documentation if required).]

15) TRAINING REQUIREMENTS
    a) [Insert details of any new training or training documentation.]

16) ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT
    a) [Insert if there are any other matters.]
17) CHANGES TO AGREEMENT
   a) [Insert amendments to clauses in the Agreement and relevant Schedules.]

18) AUTHOURISATION
   a) The Contractor must not commence work on the Change Request until is signed by both parties. Once signed by both parties, the Agreement is updated by this Change Request and any provisions of the Agreement that conflict with this Change Request are superseded.

CHANGE REQUEST EXECUTED as an agreement.

SIGNED for and on behalf of Roads and Maritime Services by its authorised delegate:

__________________________
Signature of delegate

__________________________
Position/Title

__________________________
Name of witness (print)

Name

__________________________
Date

EXECUTED by #Name of Contractor# in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:

__________________________
Signature of director

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

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

__________________________
Date
Schedule 10  Step In Deed

Date:

Parties

1  Roads and Maritime Services of 20-44 Ennis Road, Milsons Point, NSW 2061 (Agency)
2  [insert name] of [insert address] (Subcontractor)
3  Acusensus Pty Ltd of L1 333 Exhibition St, Melbourne VIC 3000 (Contractor)

Background

A  At the request of the Subcontractor and Contractor, the Agency has agreed to consent to the Contractor entering into the Subcontract with the Subcontractor on the terms of this deed.

The parties agree

1 Defined terms and interpretation

1.1 Definitions

In this deed:

(a) Agreement means the Mobile Phone Detection Camera Services Agreement [dated insert date] [dated on or about the date of this deed] between the Agency and the Contractor.

(b) Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales.

(c) Subcontract means [insert details].

(d) A term or expression starting with a capital letter but not defined in this deed:

(i) which is defined in the Agreement, has the meaning given to it in the Agreement;

(ii) which is defined in the Corporations Act, but is not defined in this deed, has the meaning given to it in the Corporations Act; and

(iii) which is defined in the GST Law, but is not defined in this deed or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

In this deed the following rules of interpretation apply:

(a) headings are for convenience only and do not affect the interpretation of this headings and bold type are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and the plural includes the singular;

(c) words of any gender include all genders;
(d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;

(e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government agency as well as an individual;

(f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this deed;

(g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;

(h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;

(i) a reference to a party to a document includes that party’s successors and permitted assignees;

(j) a reference to an agreement other than this deed includes any legally enforceable undertaking, agreement, deed, arrangement or understanding, whether or not in writing;

(k) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(l) specifying anything in this deed after the words ‘include’ or ‘for example’ or similar expressions does not limit what else is included;

(m) a reference to a body, other than a party to this deed (including an institute, association or authority), whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and

(n) a reference to a period of a month or months is a reference to a calendar month or calendar months as appropriate.

2 Agency’s consent

The Agency consents to the Contractor entering into the Subcontract with the Subcontractor.

3 Subcontractor’s obligations

In consideration of, among other things, the Agency granting its consent in clause 2 (Agency’s Consent), the Subcontractor agrees:

(a) to notify the Agency immediately of any default by the Contractor under the Subcontract which the Subcontractor intends to rely on or act to give notice of intention to terminate the Subcontract or to seek compensation;
(b) to give a copy of any notice given to the Contractor (in relation to an event or situation referred to in clause 3(a)) to the Agency at the same time as it gives the notice to the Contractor;

(c) not to:

(i) terminate, rescind or accept a repudiation of the Subcontract unless 21 days have elapsed after the Agency has received notice under clause 3(a) and the Agency has not elected to remedy the breach or compensate the Subcontractor under clause 3(d)) of this deed;

(ii) vary the terms of the Subcontract (other than under clause 3(c)(iii)), without the consent of the Agency (acting reasonably); or

(iii) vary the scope of work or services under the Subcontract (whether or not so directed by the Contractor), unless the Agency first gives its written consent,

and any termination, rescission or variation made except in accordance with clause 3(c) is void and of no effect against the Agency;

(d) that if the Contractor is in breach of the Subcontract (and does not rectify or adequately compensate the Subcontractor in reasonable time) and the Subcontractor wishes to rely on that breach, the Agency may elect to rectify the breach or compensate the Subcontractor in relation to the breach;

(e) that if the Agency elects in writing to:

(i) rectify the Contractor's breach or compensate the Subcontractor in relation to the Contractor's breach referred to in clause 3(a); and

(ii) have the Subcontract novated to it so that the Agency takes over the Contractor's role under the Subcontract,

the Subcontractor will continue the Subcontract as if the Agency was the Contractor, except that the Subcontractor:

(iii) will have no rights against the Agency in respect of antecedent breaches by the Contractor in respect of the Subcontract (other than the breach the Agency has elected to rectify or compensate the Subcontractor for); and

(iv) must act reasonably to assist the Agency to take over the Contractor's role under the Subcontract; and

(f) not to assign, mortgage, charge or otherwise dispose of its interest under the Subcontract without first obtaining the Agency's written consent (which the Agency may withhold in its absolute discretion).

4 Contractor's obligations and acknowledgments

4.1 Contractor's obligations

In consideration of, among other things, the Agency granting its consent in clause 2 (Agency's Consent), the Contractor agrees that if:

(a) the Agency terminates the Agreement due to the Contractor's breach or default;
the Agency elects to rectify or compensate the Subcontractor in relation to a breach by the Contractor of the Subcontract and have the Subcontract novated to it so that the Agency takes over the Contractor's role under the Subcontract under clause 3(e) (Subcontractor's obligations); or

(c) the Contractor is otherwise required to novate or assist in the novation of the Subcontract to the Agency under the Agreement (so far as the Contractor's role is concerned),

the Contractor will:

(d) on demand by the Agency, do all things reasonably required by the Agency to effect the novation at no cost to the Agency; and

(e) indemnify the Agency and the Subcontractor against any loss, cost, expense, damage or liability that either suffers, incurs or is liable for in respect of the Contractor's failure to comply promptly with this clause 4.1 (Contractor's obligations).

4.2 Contractor's acknowledgement

The Contractor acknowledges that despite any act of the Agency under this deed, it will not be released from any liability it has under the Subcontract or Agreement.

5 General

5.1 No obligation on the Agency except where express undertaking

Nothing in this deed imposes any obligation on the Agency under or in respect of the Subcontract unless the Agency expressly undertakes in writing to the Subcontractor that it assumes the obligations of the Contractor under the Subcontract.

5.2 Costs

Each party must pay its own costs in respect of this deed.

5.3 Governing law and jurisdiction

(a) This deed is governed by the laws of New South Wales.

(b) Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of New South Wales.

5.4 No merger

Nothing in this deed nor any thing done under or in respect of this deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power, authority, discretion or remedy of the parties under or in relation to this deed.

5.5 Notices

(a) A notice given under this deed must be in legible writing and in English addressed to the party concerned at that party's address or to the party's solicitors.

(b) For the purpose of this clause 5.5 (Notices), a party's address is the address specified at the beginning of this deed or as notified to the other party.

(c) A notice may be given by personal delivery, prepaid certified or security post or facsimile transmission.
(d) A notice given by security post is taken to be received 2 Business Days from and including the date of postage unless it is returned undelivered.

(e) A notice given by facsimile transmission is taken to be received when the sender receives the completed transmission report, unless:

(i) the sender's machine indicates a malfunction in transmission or the addressee informs the sender within a reasonable time (and in any event no longer than 2 Business Days) of an incomplete transmission; or

(ii) the transmission is completed on a day which is not a Business Day or is after 4.00pm (addressee's time), in which case it is taken to be received at 9.00am on the next Business Day.

(f) A notice may be signed by a party or on its behalf by a director, secretary or other authorised officer of that party.

(g) For the purpose of this clause, notice includes a notice, consent or any other communication under or in respect of this deed.

5.6 No partnership or joint venture

Nothing in this deed creates or may be taken to create a relationship of partnership, joint venture or principal and agent between the parties.

5.7 Prohibition and enforceability

(a) Any provision of, or the application of any provision of, this deed which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

(b) Any provision of, or the application of any provision of, this deed which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

5.8 Agency consent or approval

Unless otherwise expressly stated, the Agency's consent or approval, where required, must be in writing and may be withheld by the Agency in its absolute discretion or given with or without conditions.

5.9 Waiver

(a) Waiver of any right arising from a breach of this deed or of any right, power or remedy arising on default under this deed must be in writing and signed by the party granting the waiver.

(b) A failure or delay in exercise, or partial exercise, of a right arising from a breach of this deed does not result in a waiver of that right.

(c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right arising from a breach of this deed or on a default under this deed as constituting a waiver of that right.

(d) A party may not rely on any conduct of another party as a defence to exercise of a right by that other party.
(e) This clause 5.9 (Waiver) may not itself be waived except by writing.

Executed as a deed.

Signed, sealed and delivered by [Insert Contractor] by:

Signature of director
Name of director (print)

Signature of director/secretary
Name of director/secretary (print)

Signed, sealed and delivered by [Insert Subcontractor] by:

Signature of director
Name of director (print)

Signature of director/secretary
Name of director/secretary (print)

Signed, sealed and delivered for Roads and Maritime Services by its delegate in the presence of:

Signature of witness
Name of witness (print)

Signature of delegate
Schedule 11  Form of Bank Guarantee

By:  [insert name of bank]

To:  Roads and Maritime Services (ABN 76 236 371 088)

Mobile Phone Detection Camera Services Agreement

In consideration of Roads and Maritime Services (ABN 76 236 371 088) (Agency) at the request of [insert name of bank] (Bank) agreeing, among other things, to accept this security in relation to the obligations of Acusensus Pty Ltd (ABN 17 625 231 941) (Contractor) under the Mobile Phone Detection Camera Services Agreement dated [insert date] between the Contractor and the Agency in relation to the provision of Mobile Phone Detection Camera Services, the Bank irrevocably agrees and undertakes:

(a)  to pay on written demand by the Agency any amounts demanded by the Agency up to the maximum amount, which is at any time [insert amount] reduced by the aggregate at that time of the amounts paid by the Bank to the Agency under this undertaking;

(b)  to continue this guarantee and undertaking until:

(1)  the Bank receives written notice from the Agency to the effect that its obligations under the guarantee and indemnity are at an end;

(2)  the date on which all obligations under the Mobile Phone Detection Camera Services Agreement are completed as notified to the Bank by the Agency;

(3)  this guarantee and undertaking is returned to it; or

(4)  the Bank pays the Agency the whole of the maximum amount;

(c)  that if the Bank receives written notice purporting to be signed by the Agency to the effect that the Agency demands payment of the whole or any part or parts of the maximum amount, the Bank must immediately pay to the Agency the amount or amounts claimed without reference to the Contractor and despite any instruction which the Bank receives not to pay that amount or those amounts; and

(d)  that the Bank may at any time without being required to do so pay to the Agency the maximum amount, in which case the liability of the Bank under this guarantee and undertaking immediately ceases.

Any communication by or purporting to be by the Agency is taken to be duly made or given by the Agency if it is expressed to be signed by a person described as an 'Authorised Officer' of the Agency.

date [insert date]

Executed as a deed by Bank.

Signed, sealed and delivered for [insert details] in accordance with section 127 of the Corporations Act 2001 (Cth) and in the presence of:

______________________________  ________________________________
Signature of director               Signature of director/secretary

______________________________  ________________________________
Name of director (print)           Name of director/secretary (print)
## Confidentiality Deed Poll

### Agency
(Owner of confidential information)

ROADS AND MARITIME SERVICES (ABN 76 236 371 088) (Agency)
20-44 Ennis Road, Milsons Point, NSW 2061
Attention: [insert title/position of Agency officer]

### Recipient of confidential information

Recipient Name:
ACN & ABN:
Address:
Attention:

### Approved Purpose
(see clause 2.1)

[NOTE: Insert the purposes for which the Recipient can use the Confidential information eg “to provide services in connection with etc”]

### Date

Signed and Delivered as a Deed on the day of 20

### Signed in accordance with section 127 of the Corporations Act

Signature of Director: __________________________
Name: __________________________
[Use if Recipient is a Company]

Signature of 2nd Director or The Company Secretary: __________________________
Name: __________________________

### Signed as a Deed by the Recipient in the presence of

Signature of Witness: __________________________
Name: __________________________
[Use if Recipient is an individual]
You covenant as follows:

1. What is the Confidential Information?

1.1 The Confidential Information governed by this agreement is information which you obtain from us in connection with the Approved Purpose (whether or not recorded in any form). It also includes all information relating to our business policies, plans, strategies, financial details, proposals, systems, ideas, methods, know-how and intellectual property. It also includes information directly or indirectly derived from that information.

1.2 It does not include information which:

1.2.1 is or becomes part of the public domain (unless information is in or becomes part of the public domain because it has been disclosed without our consent);

1.2.2 was already lawfully known to you on a non-confidential basis;

1.2.3 is provided to you by another person who is in possession of it lawfully and can disclose it to you on a non-confidential basis; or

1.2.4 is independently developed by you without access to the Confidential Information.

1.3 The Confidential Information always remains the Agency’s property. This agreement does not give you any right, title or interest in it.

2. Your use of Confidential Information

2.1 You must use the Confidential Information solely for the Approved Purpose. You must not use it for any other purpose, or allow any other person to do so without our written consent.

2.2 You must not disclose the Confidential Information to any other person without our prior written consent. If we consent then you must ensure that other person signs a confidentiality agreement on the same terms as this agreement and you remain responsible for their actions.

2.3 You may disclose the Confidential Information to your employees and contractors on a strict need-to-know basis for the Approved Purpose provided you expressly inform them that it is Agency Confidential Information and you ensure that they owe you legally enforceable confidentiality obligations in respect of it. At any time, we may require that you obtain a confidentiality undertaking from those persons in our favour.

2.4 You may disclose the Confidential Information as strictly required by law but you must inform us first and seek to limit the terms of that disclosure in any manner we reasonably request.

2.5 You must take reasonable steps to protect the Confidential Information and keep it secure from unauthorised access.

You must inform us as soon as possible if:

2.5.1 you become aware or suspect that there has been any unauthorised disclosure or use; or

2.5.2 you are required to disclose the information by law.

2.6 You must return or destroy (at our option) the Confidential Information and all copies of it when you no longer require it for the Approved Purpose or on our earlier request.

3. General

3.1 This agreement contains the entire agreement between both of us in relation to the Confidential Information and supersedes all other discussions, representations and statements about the Confidential Information.

3.2 This agreement may be varied or waived only if we both agree in writing.

3.3 You must not assign your rights or obligations under this agreement without our prior written consent.

3.4 If we do not exercise a right at any time in connection with a default under this agreement, this does not mean that we have waived the right or cannot exercise it later.

4. Privacy

If you obtain any Personal Information from us or collect it on our behalf then you must comply with any reasonable directions which we give you in connection with our privacy obligations and you agree to comply with the Australian Privacy Principles under the Privacy Act (1988) irrespective of whether or not you are subject to that Act.

5. Governing law

The laws of New South Wales, Australia, govern this agreement and we both submit to the non-exclusive jurisdiction of the courts of that place.

6. Indemnity

You undertake to indemnify us against all liability or loss arising directly or indirectly from, and any costs, charges and expenses incurred in connection with:

6.1 any breach by you of this Deed; or

6.2 any act or omission by any of your representatives which, if done or omitted to be done by you, would be a breach of your obligations under this Deed.

7. Injunction

You agree that damages are not a sufficient remedy for the Agency for any breach of this agreement and the Agency is entitled to specific performance or injunctive relief.