

List of redactions

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

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

Page number(s) of redaction	Basis for redaction
44	Commercial-in-confidence
46	Commercial-in-confidence
65	Commercial-in-confidence
67	Commercial-in-confidence
69-70	Commercial-in-confidence
73-78	Commercial-in-confidence
80	Commercial-in-confidence
82-86	Commercial-in-confidence
88	Commercial-in-confidence
90-91	Commercial-in-confidence
93	Commercial-in-confidence



**Transport
for NSW**

TRANSPORT FOR NSW
PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

**PROVISION OF NON-SPECIFIC PROJECT MANAGEMENT OFFICE SERVICES FOR
RAIL OPERATION CENTRE**

BETWEEN

**Transport for NSW
ABN 18 804 239 602**

(the Principal)

AND

**Project Management Partners Pty Ltd
13 084 197 795**

(the Service Provider)

CONTENTS

1	DEFINITIONS AND INTERPRETATION	3
2	THE SERVICES	8
3	INFORMATION DOCUMENTS	15
4	CONFIDENTIALITY AND PRIVACY	16
5	CONFLICT OF INTEREST	18
6	SUBCONTRACTING AND ASSIGNMENT	18
7	INSURANCES	20
8	RECORD KEEPING AND PERFORMANCE REPORTING	21
9	SERVICE PROVIDER'S REPRESENTATIVE	24
10	PRINCIPAL'S REPRESENTATIVE	24
11	VARIATIONS	24
12	PAYMENT	26
13	TAXES INCLUDING GOODS AND SERVICES TAX	30
14	INTELLECTUAL PROPERTY	30
15	INDEMNITY	32
16	LIMITATION OF LIABILITY	32
17	TERMINATION	33
18	NOTICES	36
19	DISPUTE RESOLUTION	37
20	PROPORTIONATE LIABILITY	38
21	GENERAL	39
	ANNEXURE "A" – Contract Particulars	43
	ANNEXURE "B" – Schedule of Rates	45
	ANNEXURE "C" – Services Brief	46
	Scope of Services	47
	P2P Roles with Descriptions	47
	ROLE48	
	Role Description and Responsibilities	48
	ANNEXURE "D1" – Confidentiality Deed Poll	53
	ANNEXURE "D2" – Statement of Associations and Interests	60
	ANNEXURE "E" – Subcontractor's Statement	61

THIS AGREEMENT is made

BETWEEN Transport for NSW of 18 Lee Street, Chippendale, NSW 2008, ABN 18 804 239 602 (the **Principal**)

AND Project Management Partners Pty Ltd of Level 2, 228 Pitt Street, Sydney ABN 13 084 197 795 (the **Service Provider**).

OPERATIVE CLAUSES

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this document and includes any annexures to it.

Authority means any federal, state, territorial or local government department, body, instrumentality, state owned corporation, or other organisation having the right to give or receive any consent, certificate, approval, permit or licence in relation to the services.

Business Day means any day other than:

- (a) a day that is a Saturday, Sunday or public holiday generally in New South Wales; or
- (b) 27, 28, 29, 30 and 31 December of each year.

Commencement Date means the date specified in Item 3A of the Contract Particulars.

Confidential Information means:

- (a) information disclosed by or on behalf of the Principal to the Service Provider or its representatives (or of which the Service Provider or its representatives become aware) in the course of discussions in relation to the Services;
- (b) information acquired by the Service Provider or its representatives in the course of discussions prior to the date of this Agreement in relation to the Services;
- (c) information designated as confidential by TfNSW from time to time; and
- (d) any other information which by its nature should reasonably be considered to be the confidential information of TfNSW,

whether or not marked as "Commercial in Confidence", "Proprietary" or "Confidential", and which may be provided in writing, electronically, verbally or

otherwise, but does not include any information which the Service Provider can demonstrate to be in the public domain or was known to the Service Provider at the time of disclosure other than through a breach of this Agreement.

Contract Material means any Material created, written or otherwise brought into existence by or on behalf of the Service Provider in the course of performing this Agreement in which subsists newly created Intellectual Property rights.

Contract Particulars means the document which is annexed as Annexure A to this Agreement.

Disbursements means the expenses properly incurred by the Service Provider and payable by the Principal in accordance with the Contract Particulars.

End Date means the date specified in Item 3B of the Contract Particulars.

Event of Insolvency means, in respect of the Service Provider, if:

- (a) the Service Provider informs the Principal in writing or creditors generally that the Service Provider is insolvent or is financially unable to proceed with the Agreement;
- (b) execution is levied against the Service Provider by a creditor;
- (c) if the Service Provider is an individual person or a partnership including an individual person, that person:
 - (i) commits an act or bankruptcy;
 - (ii) has a bankruptcy petition presented against him or her or presents his or her own petition;
 - (iii) is made bankrupt;
 - (iv) makes a proposal for a scheme of arrangement or a composition; or
 - (v) has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the Bankruptcy Act 1966 (Cth); or
- (d) if the Service Provider is a corporation:
 - (i) notice is given of a meeting of creditors with a view to the Service Provider entering into a deed of company arrangement;
 - (ii) the Service Provider enters into a deed of company arrangement with creditors;
 - (iii) a controller or administrator is appointed to the Service Provider;

- (iv) an application is made to a court for the winding-up of the Service Provider and not stayed within 14 days;
- (v) a winding-up order is made in respect of the Service Provider;
- (vi) the Service Provider resolves by special resolution that the Service Provider be wound up voluntarily (other than for a members' voluntary winding-up); or
- (vii) a mortgagee of any property of the Service Provider takes possession of that property.

Existing Contract Material means any Material which exists at the date of this Agreement and which is incorporated in the Contract Material.

Fee or Fees means the fee or fees described in Item 2 of the Contract Particulars.

GST has the meaning given to this term in the GST Law.

GST Law means A New Tax System (Goods and Services Tax) Act 1999, related legislation and any delegated legislation made pursuant to such legislation.

ICAC means the Independent Commission Against Corruption established under the Independent Commission Against Corruption Act 1988 (NSW)

Information Document means any information, data, document or material which:

- (a) at the time of issue (or being provided or made available) is expressly stated to be an "Information Document"; or
- (b) is referred to or incorporated by reference in an Information Document,

irrespective of the form of the information, data, document or material (including electronic and oral forms).

Intellectual Property includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks, designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, company names or internet domain names.

Key People means the persons specified in Item 9 of the Contract Particulars as replaced from time to time in accordance with clause 2.6.

Law means:

- (a) all Commonwealth, New South Wales or local government legislation including any regulations, ordinances, instruments, codes, requirements, by-laws, orders, proclamations and other subordinate legislation;

- (b) common law; and
- (c) Authority approvals and the lawful requirements of any person acting in the exercise of statutory powers enabling them to give directions affecting the Service Provider's Activities.

Material includes documents, information and data stored by any means.

Moral Rights means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the Copyright Act 1968 (Cth), and rights of a similar nature anywhere in the world whether existing at the Commencement Date or which may come into existence on or after the Commencement Date.

Payment Claim means a payment claim issued by the Service Provider under clause 12.1.

Payment Statement means a payment statement issued by the Principal under clause 12.2.

Personal Information means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form), about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Premises means the property or properties specified in Item 12 of the Contract Particulars.

Principal's Material means any Material supplied by the Principal to the Service Provider by whatever means in relation to this Agreement.

Principal's Representative has the meaning given in clause 10.2.

Project means the project described in section 1 of the Services Brief.

Related Body Corporate has the meaning given to this term in the Corporations Act 2001 (Cth).

Safety Report means the report required to be prepared by a designer of a structure by regulation 295 of the Work Health and Safety Regulations 2011 (NSW).

Services means the services specified in Item 1 of the Contract Particulars and any incidental or related services requested in writing by the Principal.

Services Brief means the document which is annexed as Annexure C to this Agreement, as amended from time to time in accordance with clause 11 or by agreement in writing between the parties.

Service Provider's Representative has the meaning given in clause 9.

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

Statement of Business Ethics means the document issued by the Principal that sets out the Principal's standards for doing business with the Principal.

Subcontractor means a person engaged in accordance with clause 6 by the Service Provider to provide part of the Services and includes a supplier of goods or services or both.

Supply has the meaning given to it in the GST Law.

Term means the period specified in clause 2.2.

Variation has the meaning given in clause 11.1.

WHS Legislation means:

- (a) the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulations 2011 (NSW); and
- (b) all other Laws relating to work health and safety which apply in the jurisdiction in which the Services are being executed.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and the following rules apply in interpreting this Agreement unless the context makes clear that a rule is not intended to apply;
- (b) an obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
- (c) "**person**" includes an individual, the estate of an individual, a corporation, an Authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (e) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;

- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) **"includes"** in any form is not a word of limitation; and
- (k) a reference to "\$" or **"dollar"** is to Australian currency.
- (l) If the day on or by which anything is to be done under this Agreement is not a Business day, that thing must be done no later than the next Business Day.
- (m) no provision of this Agreement is to be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision.
- (n) any provision of this Agreement which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by law.
- (o) where a reference is made to any Authority which ceases to exist (Former Body), that reference will be to that Authority which then serves substantially the same functions as the Former Body (Replacement Body). Any reference to any senior officer of the Former Body will be to the equivalent senior officer of the Replacement Body.

2 THE SERVICES

2.1 Engagement

The Principal engages the Service Provider to perform the Services in accordance with the terms and conditions of this Agreement

2.2 Term

This Agreement commences on the Commencement Date and, unless terminated earlier in accordance with this Agreement or at law, expires on the End Date.

2.3 Service Provider's Obligations

- (a) The Service Provider must provide the Services in accordance with this Agreement including the Services Brief.
- (b) Without limiting the generality of clause 2.3(a), the Service Provider must:
 - (i) commence and progress the Services expeditiously, without delay and in accordance with any directions of the Principal and, if a date for completion is included in the Contract Particulars, complete the Services by that date provided that such date will be extended by a reasonable time for any delay

to the Services caused by an event which is beyond the reasonable control of the Service Provider;

- (ii) perform the Services in a diligent manner and to the professional standard of skill and care expected of a service provider qualified, competent and experienced in the provision of services of the nature of those set out in the Services Brief;
- (iii) comply with all obligations and meet all requirements set out in this Agreement;
- (iv) comply with all applicable laws, standards, codes and all applicable requirements of any Authority; and
- (v) carry out the Services having regard to the requirements of the Project and any other circumstances affecting the carrying out of the Services;
- (vi) ensure that it is familiar with and complies with the Principal's Statement of Business Ethics;
- (vii) use all reasonable efforts to inform itself of the requirements of the Principal and regularly consult with the Principal during the performance of the Services; and
- (viii) make reasonable enquiries to ascertain the requirements of the Principal regarding the Services.

2.4 **Coordination**

In performing the Services, the Service Provider must coordinate and liaise with every other person performing any other work in connection with the Services to ensure that the Services and the other work are completed in such a way that no additional costs and no, or only minimal, delays are incurred with respect to the Services or any other work. For the avoidance of doubt, the Service Provider is not entitled to receive additional payment for complying with this clause.

2.5 **Knowledge of requirements of the Principal**

The Service Provider must use all reasonable efforts to inform itself of the detailed requirements of the Principal and must regularly consult with the Principal during the performance of the Services.

2.6 **Personnel**

- (a) The Service Provider must:
 - (i) ensure that all personnel utilised by it in connection with the Services are appropriately qualified, competent, experienced and reliable in the provision of services of the nature of the Services;
 - (ii) subject to clauses 2.6(a)(iii) and 2.6(a)(iv), employ the person or persons specified in Item 9 of the Contract Particulars as

"Key People" in the performance of the Services in the roles specified for them in Item 9 of the Contract Particulars;

- (iii) to the extent possible, retain the Key People as the personnel performing the Services and not change any of them without the prior written consent of the Principal;
 - (iv) immediately take steps to replace any Key People who are unable to work or are requested by the Principal, acting reasonably, to be removed from the Services with replacement personnel of equivalent expertise and experience;
 - (v) ensure that neither it, its agents or subcontractors at any level engage any person who has been identified by ICAC as having engaged in corrupt conduct;
 - (vi) without limiting clause 2.6(a)(iv), remove any personnel or subcontractor within the time directed by the Principal if the Principal directs the Service Provider to cease using that person in respect of any activity relating to the Services on the basis that the Principal considers that person's performance or conduct to be unsatisfactory; and
 - (vii) obtain the written approval of the Principal, which will not be unreasonably withheld, to the replacement of any Key People or the appointment of any new personnel to perform the Services prior to engaging them.
- (b) The Service Provider's responsibility for the performance of the Services and for the standard of performance by its personnel is not altered in any way by this clause 2.6 or by anything done in accordance with this clause 2.6.
- (c) The Service Provider will remain fully responsible for the provision of the Services despite the Principal, Principal's Representative or any of the Principal's personnel or contractors' comment on, review of, approval of, acceptance of, or certificate issued in connection with the Services (or their failure to do so).

2.7 Discrepancies in information

If the Service Provider considers that any information, documents and other particulars made available to it by any person on behalf of the Principal are inadequate or contain errors or ambiguities, the Service Provider must give written notice to the Principal detailing the inadequacy, errors or ambiguities as soon as practicable. Rectification of inadequacy, errors or ambiguities shall be the responsibility of the person supplying the information, or documents or other particulars, but the Principal shall use reasonable endeavours to procure such rectification.

2.8 Program

- (a) The Service Provider must, if required by the Principal as set out in the Contract Particulars:

- (i) within 5 Business Days of the commencement of the Services submit, for approval by the Principal, a program for the performance and completion of the Services that accords with the dates and deliverables specified in the Services Brief;
 - (ii) submit, for approval by the Principal, a revised program as soon as practicable after any reasonable request by the Principal to do so;
 - (iii) perform the Services expeditiously and in accordance with the most recent program approved by the Principal; and
 - (iv) report on progress against the program monthly or at such other interval as requested in writing by the Principal.
- (b) The Principal is not obliged to approve a revised program submitted by the Service Provider in accordance with clause 2.8(a) unless:
- (i) the delivery of the Services has been delayed solely as a result of an action or omission of the Principal;
 - (ii) the Service Provider has submitted the revised program to provide for an extension of time for the Service Provider to deliver the Services as a result of that delay; and
 - (iii) the revised program represents a reasonable extension of time, having regard to the nature of the Services and the delay;
- (c) The Service Provider will have no claim for any delay or other costs in relation to the approval or non-approval of a revised program submitted in accordance with clause 2.8(a)(ii) unless otherwise agreed by the Principal in writing.

2.9 Suspension

The Principal may, for its sole convenience and at its absolute discretion, immediately suspend the provision of the Services and payments relating to those suspended Services, regardless of whether there has been any default on the Service Provider's part, at any time by written notice given in accordance with clause 18. The Principal may only suspend payment in relation to those Services which are yet to be performed. Clause 12 shall continue to apply in respect of previously performed Services.

2.10 Reports and deliverables

- (a) The Service Provider must provide such reports and deliverables:
- (i) containing the information;
 - (ii) in the format;
 - (iii) meeting the requirements and standards; and
 - (iv) on the dates,

as may be specified in or required by the Services Brief or as may otherwise be required by the Principal.

- (b) Without limiting the foregoing, the Service Provider must, where reasonably required by the Principal during the Term, provide the Principal with monthly costs and status reports on the Services being provided under this Agreement.

2.11 Change in the scope or timing of the Services

As soon as practicable after becoming aware of any matter which is likely to change or which has changed the scope or timing of the Services (including any notice, direction or instruction of the Principal), the Service Provider must give notice (in writing if required by the Principal) to the Principal detailing the circumstances, extent or likely extent and implications of the change.

2.12 Service Provider's relationship with the Principal

- (a) The Service Provider must liaise, cooperate and confer with the Principal, others persons performing works relating to the Services and any other person nominated by the Principal.
- (b) Nothing in this Agreement will be construed or interpreted as constituting a relationship between the Principal and the Service Provider of partners, joint venturers, fiduciaries, employer and employee or principal and agent.
- (c) The Service Provider must not act outside the scope of the authority conferred on it by this Agreement and must not purport to bind the Principal in any way or hold itself out as having any authority to do so, except as specifically authorised pursuant to this Agreement or otherwise authorised by the Principal in writing.

2.13 Compliance

- (a) The Service Provider must perform the Services and meet the obligations and liabilities arising from or in connection with this Agreement in accordance with the requirements of applicable Laws (including the WHS Legislation) privacy principles, Australian standards, codes of practice and requirements of Authorities.
- (b) Without limiting clause 2.13(a) the Services Provider must prepare the Safety Report in accordance with the requirements of, and otherwise discharge its obligations under, the provisions of the WHS Legislation. The Services Provider must give a copy of the Safety Report to the Principal within the time specified in the Contract Particulars.
- (c) If the Service Provider is required to have a licence or other approval from any Authority in order to provide the Services, the Service Provider at its cost, will obtain and hold such licence or approval prior to commencement of the Services and will hold such licence or approval throughout the Services and provide the Principal with a copy of the same on request.

- (d) The Service Provider must comply with all of the Principal's policies relevant to the Service Provider carrying out the Services which are provided or notified to the Service Provider by the Principal, including the Statement of Business Ethics.

2.14 Principal's Materials

The Service Provider must protect and keep safe and secure all of the Principal's Materials provided to the Service Provider.

2.15 Fitness for purpose and reliance by others

The Service Provider acknowledges and agrees that the Principal relies upon the skill and knowledge of the Service Provider in providing the Services. The Service Provider must ensure that all work, documents and deliverables produced by or on behalf of it are fit and suitable in all respects for the purposes required by or implied from this Agreement.

2.16 Access to Service Provider's Premises

The Service Provider must, at all reasonable times and upon reasonable notice, permit the Principal access to the Service Provider's Premises in order for the Principal to inspect, discuss and assess the Contract Material, Existing Contract Material and any other material produced by or on behalf of the Service Provider or obtained by the Service Provider from any person in connection with the Services.

2.17 Acknowledgement

The Service Provider acknowledges that in entering into this Agreement, it has relied entirely on its own knowledge and enquires and has not relied on any warranties or representations made to it by the Principal and that the Principal will not be responsible for the omission of any relevant information.

2.18 Licensing and authorisation

The Services Provider must:

- (a) ensure that if any Laws (including the WHS Legislation) require that:
 - (i) a person:
 - (A) be authorised or licensed (in accordance with the WHS Legislation) to carry out any part of the Services at that workplace, that person is so authorised or licensed, and complies with any conditions of such authorisation or licence; and/or
 - (B) has prescribed qualifications or experience to carry out any part of the Services or, if not, is to be supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised; or

- (ii) a workplace, plant or substance (or design), or work (or class of work) be authorised or licensed, that workplace, plant or substance, or work is so authorised or licensed;
- (b) not direct or allow a person to carry out work or use plant or substance at a workplace unless the requirements of paragraph 2.18(a) are met (including any requirement to be authorised, licensed, qualified or supervised); and
- (c) if requested by the Principal, the Principal's Representative or required by the WHS Legislation, produce evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety (as the case may be) to the satisfaction of the Principal before the Services Provider commences such work.

2.19 Duties under WHS Legislation

Without limiting the Service Provider's obligations under any other clause of this Agreement, insofar as the Service Provider, in carrying out the Services, is a person conducting a business or undertaking that designs plant, substances or structures to whom section 22 of the Work Health and Safety Act 2011 (NSW) applies, then to the extent that the obligations under that section apply to the Services the Service Provider must comply with the applicable obligations under the WHS Legislation.

2.20 Safety and the environment

- (a) The Services Provider must:
 - (i) prior to appointing any subcontractor, assess the work health and safety management capability of such subcontractor and institute systems to obtain regular written assurances from all subcontractors about their ongoing compliance with the WHS Legislation including the due diligence obligation contained therein;
 - (ii) prior to commencing to perform the Services on the site of the Project ensure that all Key People have undertaken any induction required by the Principal;
 - (iii) in the provision of the Services comply with and procure that any subcontractor and its employees comply with all the requirements of the WHS Legislation and any other requirements of this Agreement for work health, safety and rehabilitation management;
 - (iv) comply with, and procure that any subcontractor complies with, any reasonable directions issued by the Principal's Representative in relation to work, health, safety or the environment including where the direction is given because Key People are not complying with their obligations under this clause 2.18;

- (v) provide written assurances obtained pursuant to paragraph 2.20(a)(i), together with written assurances from the subcontractor about the subcontractor's ongoing compliance with the WHS Legislation, to the Principal;
 - (vi) comply with its obligation under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter including co-operate with the Principal's Representative and any contractor engaged by the Principal with respect to the Project and co-ordinate the Services with the work of the Principal's Representative and any contractor engaged by the Principal with respect to the Project;
 - (vii) exercise a duty of utmost good faith to the Principal in carrying out the Services to enable the Principal to discharge the Principal's duties under the WHS Legislation; and
 - (viii) ensure its subcontracts include provisions equivalent to the obligations of the Service Provider in this clause 2.20 and any other provisions of the Agreement concerning work health and safety matters.
- (b) To the extent that the Services include design, the Service Provider's design must:
- (i) take into account best work health and safety practice applicable to the construction, utilisation, operation, safety and/or maintenance of the Project; and
 - (ii) be subject to a health, safety and environment review by a suitably qualified person at appropriate stages of the design development process (if any) to verify the design's compliance with the WHS Legislation.

3 INFORMATION DOCUMENTS

- (a) The Service Provider acknowledges that the Principal does not warrant, guarantee, assume any duty of care or other responsibility for or make any representation about the accuracy, adequacy, suitability or completeness of the Information Documents and the Information Documents do not form part of this Agreement.
- (b) The Service Provider acknowledges and warrants that:
 - (i) it did not place any reliance upon the completeness, accuracy, adequacy or suitability of any Information Documents;
 - (ii) it entered into this Agreement based on its own investigations, interpretations, deductions, information and determinations; and

- (iii) it is aware that the Principal entered into this Agreement relying upon the acknowledgements, warranties and deemed matters in this clause 3 and that the Principal would not have entered into this Agreement but for those acknowledgements, warranties and matters.

4 CONFIDENTIALITY AND PRIVACY

4.1 Confidentiality

- (a) Subject to clause 4.1(c), the Service Provider must:
 - (i) not disclose any Confidential Information to any person without the prior written consent of the Principal;
 - (ii) take all reasonable steps to ensure that the Confidential Information in its possession or control is kept confidential and protected against unauthorised use and access; and
 - (iii) comply with any security measures required by the Principal in connection with the Confidential Information.
- (b) The Service Provider agrees to use the Confidential Information solely for the purposes of the Services and for no other purpose unless otherwise approved in writing by the Principal.
- (c) Subject to clauses 4.1(d) and 4.1(g), the Service Provider may disclose Confidential Information:
 - (i) to its officers, employees, agents and permitted subcontractors (**permitted recipient**) where such disclosure is essential to carrying out their duties in accordance with this Agreement; or
 - (ii) if required to be disclosed pursuant to law, regulation, legal process or regulatory authority.
- (d) Before disclosing the Confidential Information to a permitted recipient, the Service Provider must ensure that the permitted recipient is aware of the confidentiality requirements of this Agreement and is advised that he, she or it is strictly forbidden from disclosing the Confidential Information or from using the Confidential Information other than as permitted by this Agreement.
- (e) The Principal may, at its sole discretion and at any time, require the Service Provider to arrange for a permitted recipient to execute a confidentiality deed in the form set out in Annexure D1 or such other form as is reasonably required by the Principal relating to the non-disclosure and use of Confidential Information and the Service Provider must promptly arrange for such deed to be executed and provided to the Principal.
- (f) The Confidential Information must not be copied or reproduced by the Service Provider and/or the permitted recipient without the express

prior written permission of the Principal, except for such copies as may be reasonably required to accomplish the purpose for which the Confidential Information was provided pursuant to this Agreement.

- (g) If the Service Provider receives a subpoena or other demand for information relating to documents provided to it by the Principal, the Service Provider must:
 - (i) notify the Principal within 24 hours of receiving the subpoena or other demand for information;
 - (ii) provide the Principal with copies of all documents provided to it by the Principal which the Service Provider proposes to produce in response to the subpoena or other demand for information, as soon as possible and before any documents are produced; and
 - (iii) provide all reasonable assistance to the Principal in making any claim or application in relation to the production of the documents.
- (h) Without limiting any rights or remedies of the Principal, the Service Provider acknowledges that damages may not be a sufficient remedy for the Principal for any breach of this clause 4.1 and that the Principal may seek injunctive relief for any breach or threatened breach of this clause 4.1.

4.2 Privacy and disclosure of Personal Information

Without limiting any obligation that the Service Provider has under any applicable privacy laws, where the Service Provider has access to Personal Information in order to fulfil its obligations under this Agreement, it must:

- (a) where the Service Provider is responsible for holding the Personal Information, ensure that the Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
- (b) where collecting Personal Information on behalf of the Principal, comply with the Privacy and Personal Information Protection Act 1998 (NSW) as if it were the Principal;
- (c) not use, access or disclose Personal Information other than for the purposes of the Agreement except with the prior written approval of the Principal;
- (d) ensure that its officers, employees, agents and subcontractors comply with the Service Provider's obligations under this clause 4.2 including, when requested by the Principal, requiring those officers, employees, agents and subcontractors to promptly sign a suitable privacy deed relating to Personal Information. The Service Provider must promptly arrange for such deed to be executed and provided to the Principal;
- (e) comply with such other privacy and security measures or directions as the Principal reasonably advises the Service Provider in writing from

time to time, including directions to return or destroy the Personal Information;

- (f) immediately notify the Principal upon becoming aware of any breach of this clause 4.2; and
- (g) ensure that its subcontracts contain the same or equivalent obligations as are set out in this clause 4.2.

5 CONFLICT OF INTEREST

- (a) The Service Provider warrants that at the date of this Agreement, no conflict of interest exists or is likely to arise in the performance of the Services in respect of the Service Provider or any of its employees, agents or subcontractors, except as has been disclosed in writing by the Service Provider to the Principal prior to the execution of this Agreement.
- (b) The Service Provider agrees that it will not act for any third party where so acting may give rise to a conflict of interest.
- (c) The Service Provider must use its best endeavours to ensure no conflicts of interest arise and must notify the Principal, in writing, immediately upon becoming aware of the existence, or possibility, of a conflict of interest.
- (d) On receipt of a notice under clause 5(c), the Principal may
 - (i) approve the Service Provider continuing to perform the Services, which approval may be subject to conditions specified by the Principal (including requirements relating to separation arrangements) to ensure appropriate management of the conflict; or
 - (ii) where in the Principal's view the conflict of interest cannot be appropriately managed, terminate this Agreement by notice in writing to the Service Provider effective from the date specified in the notice.
- (e) The Principal may, at its sole discretion and at any time, require the Service Provider to sign and procure that each of its officers, employees, subcontractors or agents involved in the performance of the Services signs and delivers, to the Principal a Statement of Interests and Associations in the form attached in Annexure D2 or such other form as reasonably required by the Principal.

6 SUBCONTRACTING AND ASSIGNMENT

- (a) The Service Provider must not engage another person to provide any part of the Services without the prior written approval of the Principal, which may:

- (i) be given or withheld in the Principal's absolute discretion; and,
 - (ii) be given subject to any conditions the Principal sees fit to impose; and
- (b) The existence of any contract between the Service Provider and a Subcontractor or any approval given by the Principal permitting the Service Provider to engage a Subcontractor does not relieve the Service Provider from any of its obligations and liabilities pursuant to this Agreement and the Service Provider will be vicariously liable for all acts, omissions or defaults of its Subcontractors.
- (c) Prior to any Subcontractor or any employee or agent of the Subcontractor commencing work in respect of the Services, the Service Provider must obtain from that person, and provide to the Principal, a written assignment from the person to the Principal of the Intellectual Property created as a result of the person performing that work.
- (d) The Principal will have no contractual relationship with and undertakes no obligations to any Subcontractor.
- (e) The Service Provider will be reimbursed for any cost properly incurred by the Service Provider to a Subcontractor for the purpose of providing the Services in accordance with the terms of this Agreement:
 - (i) at cost; or
 - (ii) if specified in the approval provided by the Principal in accordance with clause 6(a), at cost.
- (f) For the avoidance of doubt, this does not include any Subcontractors engaged by the Service Provider at the time of entering into this Agreement. Subcontracting of the Services by the Service Provider must be on terms which are identical with the Service Provider's obligations to the Principal under this Agreement.
- (g) The Service Provider must ensure that the services of all Subcontractors are coordinated to meet the Principal's requirements for the Services and that the Subcontractors comply with all relevant obligations imposed on the Service Provider in this Agreement.
- (h) The Service Provider must ensure that any Subcontractors engaged the Service Provider exercise the standard of care and skill to be expected of a Subcontractor who regularly acts in the capacity in which the Subcontractor is engaged and who possesses the knowledge, skill and experience of a Subcontractor qualified to act in that capacity.

7 INSURANCES

- (a) Prior to commencement of the Services, the Service Provider must, and must ensure that any subcontractors have and maintain with a reputable insurance company:
 - (i) a public liability policy of insurance to the value of at least the amount specified for public liability insurance in Item 10 of the Contract Particulars in respect of each claim for the duration of the Services and specifying that the Principal is a person to whom the insurance cover provided by the insurance contract extends;
 - (ii) workers' compensation insurance as required by all relevant laws of Australia relating to workers' compensation for the duration of the Services;
 - (iii) a professional indemnity policy of insurance to the value of at least the amount specified for professional indemnity insurance in Item 10 of the Contract Particulars in respect of each claim for the period stated in the Contract Particulars, and if no period is stated, for 7 years, following the expiration or earlier termination of this Agreement; and
 - (iv) such other insurances as may be required by law or by the requirements of any professional association of which the Service Provider is a member.
- (b) If the Principal at any time requires the Service Provider to arrange insurance against a risk not provided for or contemplated under clause 7(a) or increase the extent of an existing insurance in relation to a risk contemplated under clause 7(a), it may notify the Service Provider in writing and request that the Service Provider give effect to its requirements.
- (c) The Service Provider must promptly inform the Principal of the amount of any additional premium payable in giving effect to a notice of the Principal under clause 7(b) before it implements the requirement, and the Principal will advise the Service Provider whether it still requires the Service Provider to give effect to that requirement.
- (d) If the Principal directs the Service Provider to give effect to the requirement in accordance with clause 7(c), the Fee shall be increased by an amount equal to the cost of any additional premiums paid on any additional, increased or varied insurances required by the Principal under clause 7(c).
- (e) The Service Provider must, in respect of the insurances required under this Agreement:
 - (i) on request from time to time by the Principal, produce to the Principal satisfactory evidence of insurance, including certificates of currency of the policies required under this Agreement within 5 Business Days of being required to do so;

- (ii) ensure that it:
 - (A) does not do anything which prejudices the insurance;
 - (B) if necessary, rectifies anything which might prejudice the insurance;
 - (C) does not cancel, vary or allow an insurance policy to lapse without providing prior notification to the Principal's Representative. Such notification will not constitute waiver of the Principal's rights under this Agreement;
 - (D) give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect such policy or the payment of all or any benefits under the insurance;
- (iii) within 5 Business Days of the Service Provider becoming aware of an actual claim against any of its insurance policies effected and maintained pursuant to clause 7(a), howsoever arising, the Service Provider must notify the Principal in writing of the claim and give the Principal any further information regarding the claim which the Principal may reasonably require, if the claim:
 - (A) relates to services of a similar nature to those provided by the Service Provider as part of the Services; or
 - (B) may materially impact on the ability of the Service Provider to provide the Services.
- (f) If the Service Provider fails to effect any insurance that complies with clauses 7(a)(i), 7(a)(ii) and 7(a)(iii) (as the case may be), then the Principal may, without prejudice to other rights the Principal may have or the Service Provider's obligations or liability under or in connection with this Agreement, effect the relevant insurance and the cost will be a debt due from the Service Provider to the Principal.

8 RECORD KEEPING AND PERFORMANCE REPORTING

8.1 Keeping of records

The Service Provider must, during the Term:

- (a) keep proper accounts, records (including information stored by computer and other devices) and timesheets in accordance with accounting principles generally applied in commercial practice in respect of its time charge billing, its reimbursable expenditure and fees and reimbursements payable to others properly engaged pursuant to this Agreement and maintain the same for a period of 7 years;

- (b) whenever requested by the Principal's Representative provide the Principal's Representative with a written report containing details on all work health and safety matters arising out of the Services, including in respect of any matters concerning or arising out of clauses 2.13 and clauses 2.18 to 2.20.
- (c) manage all records relating to the provision of the Services in accordance with the Services Brief and the reasonable requirements of the Principal.

8.2 Access

The Service Provider must:

- (a) within a reasonable time of any request by the Principal, give the Principal access to, or verified copies of, any information, documents or materials (including its books and records) which may be reasonably required to enable any claim by the Service Provider for payment to be substantiated and verified by the Principal; and
- (b) do everything reasonably required by the Principal to allow the Principal to conduct an audit of the Service Provider's compliance with this Agreement, including allowing the Principal to verify any claim by the Service Provider for payment.

8.3 Government disclosure

- (a) The Service Provider authorises the Principal, its employees and agents to make information concerning the Service Provider available to NSW government Authorities. Such information may include, but need not be limited to, any information provided by the Service Provider to the Principal and any information relating to the Service Provider's performance under this Agreement.
- (b) The Service Provider acknowledges that any information about the Service Provider from any source, including but not limited to substantiated reports of unsatisfactory performance, may be taken into account by the Principal and the Authorities in considering whether to offer the Service Provider future opportunities for work.
- (c) The Service Provider acknowledges that:
 - (i) the Principal may disclose certain information about this Agreement in accordance with the Principal's obligations under the Government Information (Public Access) Act 2009 (**GIPA Act**), including making certain information about this Agreement publicly available in any disclosure log of contracts the Principal is required to maintain;
 - (ii) if the Service Provider 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, the Service Provider must immediately advise the Principal in writing, identifying the provisions and

providing reasons so that the Principal may consider seeking to exempt those provisions from publication; and

- (iii) If the Service Provider provides services to the public on behalf of the Principal, the Service Provider must, within 7 Business Days of receiving a written request by the Principal, provide the Principal with immediate access to the following information contained in records held by the Service Provider (at its own expense):
 - (A) information that relates directly to the performance of the Services provided to the Principal by the Service Provider pursuant to this Agreement;
 - (B) information collected by the Service Provider from members of the public to whom it provides, or offers to provide, the Services pursuant to the Agreement; and
 - (C) information received by the Service Provider from the Principal to enable it to provide the Services pursuant to this Agreement,
 - (D) such information does not include:
 - (E) information that discloses or would tend to disclose the Service Provider's financing arrangements, financial modelling, cost structure or profit margin;
 - (F) information that the Service Provider is prohibited from disclosing to the Principal by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth; or
 - (G) information that, if disclosed to the Principal, could reasonably be expected to place the Service Provider at a substantial commercial disadvantage in relation to the Principal, whether at present or in the future.
- (d) The Service Provider agrees that the Principal will be entitled to rely on the defence of qualified privilege for the purposes of section 30 of the Defamation Act 2005 (NSW) in relation to the provision of information under clauses 8.3(a) and 8.3(b).
- (e) The Service Provider releases and indemnifies the Principal from and against any claim arising out of its provision of information under this clause 8.3.

8.4 Performance reporting

- (a) The Principal may provide performance reports of the Service Provider's performance at the intervals set out in the Services Brief (if any) or as otherwise notified by the Principal.
- (b) The Service Provider must provide the Principal with any assistance or documentation reasonably required by the Principal for the

purposes of the Principal carrying out any performance reporting requirements.

9 SERVICE PROVIDER'S REPRESENTATIVE

The person named in Item 5 of the Contract Particulars as having conduct of this engagement on behalf of the Service Provider, or such other person as nominated in writing by the Service Provider and approved by the Principal from time to time, (**Service Provider's Representative**) will be responsible to the Principal for all aspects of the Services. The Service Provider represents and warrants that the Service Provider's Representative has full authority to act on behalf of the Service Provider and the legal power to bind the Service Provider in respect of any matters arising in connection with the Services.

10 PRINCIPAL'S REPRESENTATIVE

10.1 Provide information

The Principal will, as soon as reasonably practicable, make available to the Service Provider all relevant material and particulars within the Principal's possession or control, give all necessary instructions and answer any queries made by the Service Provider relating to the Principal's requirements in connection with this Agreement.

10.2 Principal's Representative

The person named in Item 6 of the Contract Particulars as the Principal's Representative, or any alternate person the Principal nominates in writing, will act as the Principal's Representative and will have authority to act on behalf of the Principal for all purposes in connection with this Agreement.

10.3 Directions

- (a) The Service Provider must comply with any direction of the Principal's Representative. Except where this Agreement states that a direction must be in writing, a direction may be given orally.
- (b) If the Service Provider requests the Principal's Representative to confirm an oral direction, the Principal must as soon as practicable confirm the oral direction in writing.

11 VARIATIONS

11.1 Proposal

- (a) Subject to clause 11.1(b), the Principal may direct in writing that the Service Provider vary the Services (including omitting or deleting a part of the Services), or the timing, including, but not limited to, the time for completion, of the Services or both (**Variation**).

- (b) If the Principal proposes a variation, the Principal will specify in the direction a reasonable time by which the Services provider must provide a written estimate of the time, cost and programming effects of the proposed variation. If no time is specified, the Services Provider must provide the estimate within 10 Business Days.

11.2 Variation instruction

Whether or not the Services Provider provides a written estimate under clause 11.1(b), the Principal may instruct in writing the Services Provider to carry out a variation and the Services Provider must comply with such instruction.

11.3 Valuation

The valuation of a variation instructed under clause 11.1 will be determined by the Principal's Representative as follows:

- (a) by agreement between the Principal's Representative and the Services Provider including, but not limited to, where the Services Provider has provided a written estimate pursuant to 11.1(b) which the Principal has accepted, the amount in that written estimate;
- (b) by using the hourly rates and other prices set out in the Contract Particulars where included; or
- (c) on the basis of reasonable prices and rates determined by the Principal Representative.

The Fee will be adjusted by the value of each variation as determined in accordance with this clause 11.3.

11.4 Variation due to a change in a statutory requirement

If a new Law or a change in a Law after the date of this Agreement necessitates:

- (a) a change to the Services;
- (b) has effect after the date of the Agreement; and
- (c) could not reasonably have been anticipated at that date,

then the extent to which the Services are changed by the Law shall be deemed to be a variation and will be valued pursuant to clause 11.3.

11.5 Omissions

If a Variation the subject of a direction by the Principal's Representative omits or deletes any part of the Services, the Principal may thereafter carry out these Services itself or engage another service provider to do so.

12 PAYMENT

12.1 Payment Claim

- (a) Subject to clause 12.4 and the performance of the Services by the Service Provider in accordance with this Agreement, the Principal will pay the Service Provider the Fee and any Disbursements on the basis and at the times or in the circumstances specified in the Contract Particulars and in accordance with this clause 12.
- (b) The Service Provider must prepare and submit Payment Claims to the Principal:
 - (i) in the form agreed by the parties or, failing agreement, as required by the Principal;
 - (ii) for the amounts payable under clause 12.1(a);
 - (iii) within the period of time, or on the dates, set out in Item 10A of the Contract Particulars;
 - (iv) itemising the Fee and any Disbursements payable; and
 - (v) containing such further details and documentation as are required by the Principal from time to time.
- (c) Where Disbursements include costs attributable to a Subcontractor, then the Payment Claim must clearly identify the cost payable to the Service Provider in accordance with clause 6(e).
- (d) Unless otherwise specified in Item 2 of the Contract Particulars:
 - (i) the Fees and Disbursements are payable by the Principal on a calendar monthly basis in arrears;
 - (ii) where any of the Fees are calculated on a time basis, the Payment Claim must be for the period up to the last calendar day of the month prior to the issue of the Payment Claim and accompanied by timesheets and a summary of the applicable Services performed in the time period of the claim to which such Fees relate; and
 - (iii) all Disbursements (if any are specified in Item 11 of the Contract Particulars) will be reimbursed at cost.
- (e) All Payment Claims must be addressed to the Principal and must refer to the contract number on the cover page of this Agreement.
- (f) It is a condition precedent to the Service Provider's right to submit a Payment Claim under this clause 12.1 that the Service Provider must, if requested by the Principal provide to the Principal:
 - (i) a certificate of currency in respect of its workers' compensation insurance;
 - (ii) proof of insurance in accordance with clause 7; and;

- (iii) a duly completed and signed statement in the form contained in Annexure E (or in any other form requested or approved by the Principal) from each subcontractor (if any).

12.2 Payment Statement

- (a) If the Principal intends to make a payment that is less than the amount claimed by the Service Provider, within the time period stated in Item 10B of the Contract Particulars of receiving a Payment Claim under clause 12.1, the Principal must give the Service Provider a Payment Statement which sets out:
 - (i) the value of the Services completed in accordance with this Agreement;
 - (ii) the amount already paid to the Service Provider;
 - (iii) the amount that the Principal is entitled to retain, deduct, withhold or set-off under this Agreement;
 - (iv) the amount (if any) which the Principal proposes to pay to the Service Provider;
 - (v) the reason why an amount in clause 12.2(a)(iv) is less than the amount claimed in the Payment Claim; and
 - (vi) if the reason for the difference is that the Principal is retaining, deducting, withholding or setting-off payment for any reason, the reason for the Principal retaining, deducting, withholding or setting-off payment.
- (b) The failure of the Principal to set out in a Payment Statement an amount which it is entitled to retain, deduct, withhold or set off under this Agreement will not prejudice its right to subsequently exercise such right.
- (c) If the Service Provider disagrees with a Payment Statement of the Principal, the Service Provider may dispute the Payment Statement under clause 19.

12.3 Payments

- (a) The Principal must pay the amount stated in a Payment Statement or the amount claimed by the Service Provider in its Payment Claim (as the case may be):
 - (i) where a Payment Statement is issued pursuant to clause 12.2, within the later of:
 - (A) 15 Business Days of the issue of the Payment Statement; or
 - (B) 25 Business Days following receipt of the Payment Claim;

- (ii) otherwise, within 25 Business Days following receipt of the Payment Claim.
- (b) The making of a payment by the Principal under this clause 12.3:
 - (i) is not evidence of or an indication of the value of the Services performed;
 - (ii) does not constitute an admission by the Principal that any Services provided by the Service Provider conform with the requirements of this Agreement;
 - (iii) is a payment on account only; and
 - (iv) does not amount to a waiver of any right or action that the Principal may have against the Service Provider at any time.
- (c) The Service Provider agrees that all claims for payment for any Services must be made in accordance with this Agreement. If this Agreement is terminated, the Service Provider will not be entitled to any payment other than as calculated in accordance with this Agreement.

12.4 Set Off

The Principal may at any time deduct from amounts otherwise payable to the Service Provider any debt or amount due from the Service Provider to the Principal or any claim to money which the Principal may have against the Service Provider whether for damages or otherwise. The Principal may recover any shortfall from the Service Provider as a debt immediately due and payable.

12.5 Security of Payment Act

- (a) This clause applies if the SOP Act applies.
- (b) The Service Provider agrees with the Principal that the date prescribed in clause 12.1 as the date on which the Service Provider must make a payment claim is, for the purposes of section 8 of the SOP Act, the "reference date".
- (c) For the purposes of section 17(3)(b) of the SOP Act, the Service Provider irrevocably chooses the Institute of Arbitrators & Mediators Australia as the authorised nominating authority (as that term is defined in the SOP Act) for any adjudication application it may make under the SOP Act in respect of the subject matter of the Agreement.
- (d) When an adjudication occurs under the SOP Act and the Principal has paid an adjudicated amount to the Service Provider:
 - (i) the amount will be taken into account by the Principal's Representative in issuing a Payment Statement; and
 - (ii) if it is subsequently determined pursuant to this Agreement that the Service Provider was not entitled under this

Agreement to payment of some or all of the adjudicated amount that was paid by the Principal (**Overpayment**), the Overpayment will be a debt due and payable by the Service Provider to the Principal which the Service Provider must pay to the Principal upon demand and in respect of which the Service Provider is not entitled to claim or exercise any set-off, counterclaim, deduction or similar right of defence.

- (e) Without limiting clause 12.4, the Principal may withhold any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act.
- (f) If the Principal withholds from money otherwise due to the Services Provider any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act, then:
 - (i) the Principal may plead and rely upon Division 2A of the SOP Act as a defence to any claim for money by the Services Provider from the Principal; and
 - (ii) the period during which the Principal retains money due to the Service Provider pursuant to an obligation under Division 2A of the SOP Act will not be taken into account for the purpose of determining
 - (A) any period for which money owed by the Principal to the Service Provider has been unpaid; and
 - (B) the date by which payment of money owed by the Principal to the Service Provider must be made.
- (g) The Service Provider agrees not to commence proceedings to recover any amount withheld by the Principal pursuant to a payment withholding request served on the Principal in accordance with Division 2A of the SOP Act.
- (h) Any amount paid by the Principal pursuant to section 26C of the SOP Act will be a debt due from the Services Provider to the Principal.
- (i) If the Principal withhold money pursuant to a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act and the Services Provider:
 - (i) pays the amount claimed to be due under the adjudication application to which the payment withholding claim relates; or
 - (ii) becomes aware that the adjudication application to which the payment claim relates has been withdrawn,

then the Services Provider must so notify the Principal within 5 days of the occurrence of the event in 12.5(i)(i) or 12.5(i)(ii) above (as applicable) by providing to the Principal a statement in writing in the form of a statutory declaration together with such other evidence as

the Principal may require evidencing that the amount has been paid or the adjudication application has been withdrawn.

13 TAXES INCLUDING GOODS AND SERVICES TAX

13.1 To the extent that a party to this Agreement (GST Supplier) is or becomes liable to pay GST in connection with any Supply made under this Agreement and the amount of any such GST is not included in the amount payable under this Agreement:

- (a) the GST Supplier may add to the price of the Supply an amount equal to the GST payable on the Supply (**GST Amount**); and
- (b) the other party will pay the GST Supplier the price for the Supply in accordance with this Agreement plus the GST Amount.

13.2 If, for any reason, the GST Supplier's GST liability in respect of a particular Supply is different from the amount of GST paid by the other party:

- (a) the GST Supplier must immediately repay to the other party the amount of any excess paid by the other party above the GST Supplier's GST liability; or
- (b) the other party must pay the deficiency in the amount previously paid by that party to the GST Supplier for that Supply.

13.3 Each party warrants that at the time that party makes any Supply under this Agreement on which GST is imposed, that party is or will be registered under the GST Law.

13.4 Any invoice rendered by a party to this Agreement in connection with a Supply under this Agreement which seeks to recover an amount of GST payable by that party must conform to the requirements for a tax invoice (as that term is defined in the GST Law).

13.5 Other than GST, the Service Provider must pay all taxes and charges payable in connection with the provision of the Services or this Agreement.

13.6 The Service Provider acknowledges that, despite any other provision of this Agreement, the Principal will be entitled to withhold any payment otherwise due to the Service Provider until it has satisfied any conditions which the law requires be satisfied prior to the Principal making a payment or to ensure the Principal does not become liable for any taxes or charges for which the Service Provider is primarily liable.

14 INTELLECTUAL PROPERTY

14.1 Contract Material

- (a) Copyright (including future copyright) in all Contract Material vests in the Principal or is otherwise hereby assigned by the Service Provider

to the Principal. Title to, and Intellectual Property in, all Contract Material shall, on being created, written or otherwise brought into existence, vest or otherwise be assigned or transferred to the Principal, without the need for further assurance.

- (b) The Principal grants to the Service Provider a non-exclusive licence during the Term to exercise Intellectual Property in the Contract Material solely for the purpose of performing the Service Provider's obligations under this Agreement.

14.2 Existing Contract Material

This Agreement does not affect ownership of the Intellectual Property in Existing Contract Material. The Service Provider hereby grants, and must ensure that relevant third parties grant, to the Principal, at no additional cost to the Principal, a perpetual, non-exclusive, royalty-free, irrevocable, transferable licence (which includes the right to sub-license to third parties) to exercise the Intellectual Property in the Existing Contract Material for the purposes of the Project or any other activities of the Principal.

14.3 Perfection of rights

The Service Provider must execute all documents and do all acts and things required, at its cost (unless otherwise agreed), for the purposes of giving effect to the provisions of this Agreement dealing with Intellectual Property.

14.4 Moral Rights

The Service Provider must hold, or obtain, consents from all authors of Contract Material for the use of and adaptation of the Contract Material by the Service Provider or the Principal, without restriction and without any requirement to attribute the Contract Material to its authors.

14.5 Limitations on the use by the Service Provider of the Contract Material

The Service Provider must ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Agreement unless it has obtained the prior written approval of the Principal to do otherwise. Any such approval may be given on any terms or conditions the Principal considers appropriate.

14.6 Warranty

The Service Provider 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; and
- (b) it has authority to assign or license (as the case may be) all Intellectual Property rights granted to the Principal under this Agreement.

15 INDEMNITY

- (a) The Service Provider agrees to indemnify and keep indemnified the Principal and its officers, employees and agents (**those indemnified**) against any loss, damages, liability or costs (including reasonable legal costs and expenses) incurred or suffered by any of those indemnified where such liability or loss is incurred by reason of or in connection with:
- (i) any infringement or alleged infringement of any Intellectual Property rights (including Moral Rights) arising out of the supply or use of the Services or any Contract Material provided under this Agreement; and/or
 - (ii) any breach of this Agreement; and/or
 - (iii) any unlawful, wrongful, wilful or negligent act or omission in connection with this Agreement,
- by, or on behalf of the Service Provider, its subcontractors, officers, employees and agents.
- (b) The Service Provider's liability to indemnify those indemnified under this Agreement shall be reduced proportionally to the extent that any negligent act or omission or default of those indemnified caused or contributed to the liability or loss.
- (c) The indemnity contained in this clause 15 is a continuing obligation of the Service Provider separate and independent of any other responsibility or obligation of the Service Provider and will continue beyond the Term. It is not necessary for the Principal to incur expense or make any payment before enforcing its right of indemnity under this clause 15. The Service Provider must pay on demand any amount it must pay under the indemnity in this clause 15.

16 LIMITATION OF LIABILITY

- (a) The Service Provider will not be liable to the Principal for any damages in the form of consequential damages, including for loss of profit or related economic loss.
- (b) The Service Provider's aggregate liability to the Principal in contract, tort (including negligence) or otherwise under this Agreement is limited to the amount stated in the Contract Particulars, or if no amount is stated, \$5 million.
- (c) The limitation of liability in clause 16(b) will not apply to any liability arising out of or in any way in connection with:
- (i) liability which cannot be limited at law;
 - (ii) fraud, wilful misconduct or criminal conduct by the Services Provider or any of its employees, servants or agents; or

- (iii) infringement of third party intellectual property rights by the Service Provider or its subcontractors;
- (iv) a liability, event, risk or other matter for which the Services Provider is required to insure against under this Agreement, in which case the Service Provider's liability will be limited to the greater of:
 - (A) the amount of insurance that the Service Provider is required to effect in relation to that event or those events; and
 - (B) the amount contemplated by clause 16(b).

17 TERMINATION

17.1 Termination for convenience

- (a) The Principal may terminate this Agreement at any time for any reason, by written notice to the Services Provider.
- (b) If the Principal terminates this Agreement pursuant to this clause 17.1, the Principal:
 - (i) may, in its absolute discretion, complete the uncompleted part of the Services itself or by engaging any third party; and
 - (ii) must reimburse the Services Provider for the cost of Services performed to the date of termination plus the direct costs reasonably incurred by the Services Provider as a result of the termination. Such payment will be a limitation upon the Principal's liability to the Services Provider in connection with the termination of this Agreement.
- (c) This clause 17.1 survives the termination of this Agreement by the Principal under this clause 17.1.

17.2 Termination by the Principal for insolvency or default by the Service Provider

If the Service Provider:

- (a) is subject to an Event of Insolvency;
- (b) breaches the Principal's Statement of Business Ethics;
- (c) fails to carry out the Services with due diligence and competence;
- (d) without reasonable cause suspends the carrying out of the Services;
- (e) commits a breach of this Agreement;
- (f) in the opinion of the Principal has a conflict of interest in performing the Services,

- (g) is the subject of proceedings or investigations commenced or threatened by ICAC, the police force or similar investigative body.

then the Principal may, without prejudice to its right to terminate this Agreement under clause 17.1:

- (h) in the case of the circumstance specified in clause 17.2(a), 17.2(b), 17.2(f) and 17.2(g) or where the breach is not capable of remedy, immediately terminate this Agreement by written notice to the Service Provider; or
- (i) in the case of any other circumstance specified in this clause 17.2:
 - (i) give written notice to the Service Provider specifying the circumstance and requiring the Service Provider to remedy it; and
 - (ii) if the Service Provider fails to remedy the circumstance within 5 Business Days or such longer period as may be specified by the Principal in its notice under 17.2(i)(i):
 - (A) suspend the Service Provider's obligations to perform this Agreement; or
 - (B) terminate this Agreement by a further written notice to the Service Provider.

17.3 Termination for breach by the Principal

The Service Provider may terminate this Agreement if:

- (a) the Principal has failed to pay an amount due to the Service Provider under this Agreement and the amount is not the subject of a bona fide dispute;
- (b) the Service Provider serves a notice on the Principal;
 - (i) stating that the amount referred to in clause 17.3(a) is overdue;
 - (ii) stating that if the amount referred to in clause 17.3(a) is not paid within 30 days of receipt of the notice, the Service Provider proposes to exercise its rights under this clause 17.3; and
 - (iii) attaching a copy of the relevant Payment Claim; and
- (c) the Principal has not made payment of the amount referred to in clause 17.3(a) within 30 days of receipt of the notice referred to in 17.3(b).

17.4 Effect of termination

Termination of this Agreement by either party is without prejudice to any accrued rights or remedies of either party. The Principal may following termination enter into a contract with any person to carry out or complete provision of the Services.

17.5 Payment on termination

- (a) Upon termination of this Agreement, subject to clause 17.5(c), the Principal will pay the Service Provider for the Services performed by the Service Provider in accordance with this Agreement up to the date of termination. The Service Provider will have no claim against the Principal for any consequential or indirect expenses or losses (including loss of profit) arising from the termination.
- (b) To the maximum extent permitted by law, the Principal's total liability to the Service Provider arising out of or in any way in connection with the termination of this Agreement will be limited to the amount payable by the Principal to the Service Provider under clause 17.5(a).
- (c) In the case of termination under clause 17.2, the payment under this clause 17.5 shall take into account any adjustments and deductions for loss or damage suffered, or reasonably likely to be suffered, by the Principal as a consequence of breach of this Agreement by the Service Provider or other circumstance specified in clause 17.2. The Principal may offset any money due to the Service Provider against any money payable by the Service Provider to the Principal and recover any shortfall from the Service Provider as a debt immediately due and payable.

17.6 Consequences of termination

- (a) Without limiting the Principal's rights in relation to this Agreement, if the Principal prepaid any amounts to the Service Provider for Services to be performed which at the date of termination have not been performed and this Agreement is terminated for any reason:
 - (i) the Service Provider must refund to the Principal such prepaid amounts, within 5 Business Days of termination of this Agreement; and
 - (ii) the Principal may recover in an appropriate court the balance of any prepaid amount not refunded as a debt due and payable by the Service Provider to the Principal.
- (b) The Service Provider must, except to the extent approved by the Principal in writing and subject to clause 17.6(c), deliver to the Principal, within 5 Business Days of termination or expiry of this Agreement:
 - (i) all Confidential Information of the Principal;
 - (ii) all Existing Contract Material, Contract Material and the Principal's Material; and
 - (iii) all copies of (i) and (ii) above.
- (c) The Service Provider may retain one copy of the Contract Material for record keeping purposes, subject to the confidentiality and privacy requirements contained in this Agreement.

- (d) The Service Provider must, for a minimum period of seven (7) years following the termination or expiry of this Agreement, keep any operational records and project data relating to the provision of the Services securely and in a form and manner as to facilitate access and inspection under this Agreement.
- (e) Clauses in this Agreement dealing with access to records, licences, consents, confidentiality, intellectual property, fitness for purpose, insurances, effect of termination, consequences of termination, payment, indemnities, dispute resolution, and any other provision of this Agreement which by its nature should survive termination or which is capable of continuing to apply after the Services are completed or terminated for any reason shall survive termination, expiry or repudiation of this Agreement.

18 NOTICES

- (a) Any notice or other communication given under this Agreement:
 - (i) must be in writing addressed to the intended recipient at the address shown for the recipient in Item 8 of the Contract Particulars or the address last notified by the intended recipient to the sender;
 - (ii) must be signed by an authorised officer of the sender;
 - (iii) will be taken to have been delivered:
 - (A) in the case of delivery in person - when delivered to the recipient's address for service;
 - (B) in the case of delivery by post - within 3 Business Days of posting;
 - (C) in the case of delivery by facsimile – at the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient;
 - (D) if sent by email, the date for receipt of an "electronic communication" that would be determined if section 13A of the Electronic Transactions Act 2000 (NSW) were to apply in respect of the email.
- (b) If delivery or receipt of a notice occurs on a day that is not a Business Day, or occurs later than 5.00 pm (local time) on any day, it will be taken to have occurred at the commencement of business on the next Business Day.
- (c) The parties acknowledge and agree that any notice, approval, consent or other communication in connection with this Agreement given by email must, if it relates to or is in connection with:

- (i) the Fee, novation or any Variation;
- (ii) termination of this Agreement; or
- (iii) any dispute under this Agreement,

in addition to being given an email, also be sent either by post or facsimile or given by hand.

19 DISPUTE RESOLUTION

19.1 Notice of Dispute

- (a) This clause applies to any dispute which arises between the parties in connection with this Agreement (**Dispute**). The parties must follow the dispute resolution process in this clause before either commences court proceedings or takes similar action, except to seek an urgent injunction or declaration.
- (b) If a party considers that a Dispute has arisen, it may give notice to the other party of the Dispute, setting out reasonable particulars of the matters in dispute (**Dispute Notice**). The Dispute Notice must be given within 14 days of the party becoming aware of the issue.

19.2 Discussions

- (a) The parties must promptly hold good faith discussions after issue of a Dispute Notice to attempt to resolve the Dispute (**First Level Discussions**) and must (subject to privilege) furnish to the other party all information with respect to the Dispute which is appropriate in connection with its resolution.
- (b) If the Dispute has not been resolved within 5 Business Days after commencement of First Level Discussions, the parties must attempt to resolve the Dispute by holding good faith discussions between a senior executive to be nominated by each Party (**Second Level Discussions**).

19.3 Expert Determination

- (a) If the Dispute has not been resolved within 10 Business Days after commencement of Second Level Discussions, then, subject to the parties' right to seek injunctive or urgent declaratory relief, before either party has recourse to litigation, the dispute must be referred to expert determination.
- (b) If the Services Provider and the Principal do not agree upon an independent expert, either party may request the President of the Institute of Arbitrators & Mediators Australia to nominate an expert.
- (c) The expert determination will be conducted in accordance with the rules in the Contract Particulars and the parties must sign such form of engagement as the expert may reasonably require.

- (d) Except where the parties otherwise agree in writing or the rules in the Contract Particulars otherwise provide:
 - (i) each party must bear its own costs and pay one half of the expert's fees and expenses;
 - (ii) the expert must not act as an arbitrator; and
 - (iii) the determination of the expert will be final and binding on the parties unless a party gives notice of appeal to the other party within 15 Business Days of the determination.

19.4 Continuing performance

Each party must continue to perform its obligations under this Agreement, notwithstanding the existence of any Dispute, unless the nature of the Dispute renders it impossible to do so or unless and until such obligations are terminated or expire in accordance with this Agreement.

20 PROPORTIONATE LIABILITY

- (a) To the extent permitted by law, Part 4 of the Civil Liability Act 2002 (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under this Agreement whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- (b) Without limiting the clause 20(a), the rights, obligations and liabilities of the Service Provider and the Principal under this Agreement with respect to proportionate liability are as specified in this Agreement and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.
- (c) To the extent permitted by law:
 - (i) the Service Provider must not seek to apply the provisions of Part 4 of the Civil Liability Act 2002 (NSW) in relation to any claim by the Principal against the Service Provider (whether in contract, tort or otherwise); and
 - (ii) if any of the provisions of Part 4 of the Civil Liability Act 2002 (NSW) are applied to any claim by the Principal against the Service Provider (whether in contract, tort or otherwise), the Service Provider will indemnify the Principal against any loss, damage, cost or expense which the Principal is not able to recover from the Service Provider because of the operation of Part 4 of the Civil Liability Act 2002 (NSW).

21 GENERAL

21.1 Governing Law

This Agreement is governed by and must be construed according to the law applying in New South Wales.

21.2 Amendments

This Agreement may only be varied by a document signed by or on behalf of each party.

21.3 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right or remedy by a party, does not preclude, or operate as a waiver of, the exercise or enforcement of that right or remedy.
- (b) A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

21.4 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to the other party) required by law or reasonably requested by the other party to give effect to this Agreement.

21.5 Consents

A consent or approval required under this Agreement from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this Agreement expressly provides otherwise.

21.6 Assignment

- (a) The Service Provider cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Principal.
- (b) The Principal may, for its sole convenience and at its absolute discretion, assign, novate or otherwise deal with its rights and obligations without the Service Provider's consent to any other Authority. The Service Provider must execute any document reasonably required to give effect to the assignment, novation or other dealing.

21.7 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (b) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this Agreement.

21.8 Entire agreement

To the extent permitted by law, in relation to its subject matter, this Agreement:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

21.9 Severance

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

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

21.10 Exclusivity

- (a) The Service Provider must not and must procure that:
 - (i) any Related Body Corporate of the Service Provider; and
 - (ii) any employees, agents, subcontractors and consultants who are involved in the provision of the Services,
prior to the date of completion of the Project:
 - (iii) have any direct or indirect involvement in the Project other than for the Principal or the New South Wales Government; or
 - (iv) provide services to or advise any other person in relation to the Project,
except with the prior written consent of the Principal which may be withheld or granted in its sole discretion.
- (b) The Service Provider agrees that:

- (i) having regard to the Project and the Services, clause 21.10(a) is reasonable as regards the nature of the involvement restrained and the duration and scope of the restraint and that the restraints are reasonably necessary for the probity of the Project and to ensure the best value for money for the Project; and
- (ii) damages may not be a sufficient remedy for the breach of clause 21.10(a) and the Principal may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Service Provider, in addition to any other remedies available at law or in equity.

21.11 Publicity

The Service Provider must obtain the written approval of the Principal before publishing or publicising any information associated with the Project, the Principal or the Services or seeking to use the Principal's name as a reference.

EXECUTED as an agreement

Signed for and on behalf of Transport for NSW ABN 18 804 239 602 by its authorised delegate in the presence of:



Signature of Witness



Signature of Authorised Signatory

Jordan Lay

Full Name of Witness

MADHISH H. BHANDARI

Full Name of Authorised Signatory

Signed by Project Management Partners Pty Ltd, 13 084 197 795 in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of Director



Signature of Company Secretary/Director

Nicolas A Samuelson

Full Name of Director

CHRISTOPHER HILLS

Full Name of Company Secretary/Director

DATED: 9th December 2016

DATED: 9/12/16

ANNEXURE "A" – Contract Particulars

- Item 1:
Services**
(clause 1.1 & 2) The Services are as described in the Services Brief.
- Item 2:
Fees**
(clauses 1.1 & 12.1) The Fee is to be calculated on a time basis for work actually performed each month using the rates contained in Annexure B.
- The upper limiting Fee is \$ [REDACTED] (excluding GST) and the Principal will not be liable for any amount incurred in excess of this without its prior written consent.
- The \$ [REDACTED] upper limiting Fee is based on:
Fixed Price for the Discovery Team \$ [REDACTED]
Four months for the Remediation Team \$ [REDACTED]
380 days for The Program and PMO Execution, Monitor and Control Phase \$ [REDACTED].
- Item 3A:
Commencement Date**
(clause 1.1 & 2.2) 7th December 2016
- Item 3B:
End Date**
(clause 1.1 & 2.2) 380 business days from Commencement Date
- Item 4:
Program**
(clause 2.8) Program for performance and completion of the Services is required.
- Item 4A:
Safety Report**
(clause 2.13) As required by section 295 of the Work Health and Safety Regulations 2011 (NSW) or when requested by the Principal.
- Item 5:
Service Provider's Representative**
(clause 9) Project Management Partners Pty Ltd
- Item 6:
Principal's Representative**
(clause 10) Tony Eid
- Item 7:
Limitation of Liability**
(clause 16) \$5 million

Item 8:
Notices
(clause 18)

Principal
Transport for NSW,
ABN 18 804 239 602
Address: 18 Lee Street, Chippendale, NSW 2008
Facsimile No:
Tel:
Attention: Tony Eid

Service Provider
Project Management Partners Pty Ltd
ABN: 13 084 197 795
Address: Level 2, 228 Pitt Street Sydney, NSW, 2000
Facsimile No: +61 2 8080 8155
Tel: +61 2 9286 0000
Attention: Andre Herbst

Item 9:
Key People
(clauses 1.1 & 2.6)

The Key People are the persons listed in the column headed "Name" in Annexure B, as replaced from time to time. The Principal will provide 10 working days' notice for replacement of key people and any personnel.

The Principal will provide 20 working days notice for the termination of key people and any personnel.
Public Liability Insurance: \$ 10 million

Item 10:
Insurances
(clause 7)

Professional Indemnity Insurance: \$ 5 million

Time for maintaining Professional Indemnity Insurance:

Item 10A:
Payment Claim
(clause 12.1)

Within 5 Business Days of the end of each calendar month.

Item 10B:
Payment Statement
(clause 12.2)

Within 10 Business Days of receipt of a Payment Claim.

Item 11:
Disbursements
(clause 12.1)

Not Applicable

Item 12:
Premises
(clause 2.16)

Not applicable

Item 13:
Expert Determination - Rules
(clause 19.3(c))

The Expert Determination Rules of the Institute of Arbitrators and Mediators Australia

ANNEXURE "B" – Schedule of Rates

The Discovery Team

Name	Role	Hourly Rate (excl. GST)	Daily Rate (excl. GST)
Design and Oversight	Paul Donald		
Discovery Team Lead	Angelo Grasso		
Discovery Team Consultant	Cherrie Pycroft (TBC)		
Discovery Team Consultant	Julia Leong		
Total Sum			\$ [REDACTED] (Fixed Price)

Completed 23/12

The Remediation Team

Name	Role	Hourly Rate (excl. GST)	Daily Rate (excl. GST)
Design & Oversight	Paul Donald		\$ [REDACTED]
Remediation Team Lead	Angelo Grasso		\$ [REDACTED]
Remediation Team Consultant	Julia Leong		\$ [REDACTED]
Remediation Team Consultant	TBC		\$ [REDACTED]
Senior Consultant	TBC		\$ [REDACTED]
Total Sum			\$ [REDACTED]

- Actual vs Contract Start Date. → Derek + Tony??

4/12

The Program and PMO Execution, Monitor and Control Phase

Name	Role	Hourly Rate (excl. GST)	Daily Rate (excl. GST)
Program Director	Geoff Howard		\$ [REDACTED]
PMO Director	Cherrie Pycroft		\$ [REDACTED]
Governance and Reporting Manager	Emma Morris		\$ [REDACTED]
Scope & Change Control Manager	TBC	<i>Ian Graham</i>	\$ [REDACTED]
Program Resource Manager	Jackson Rogers		\$ [REDACTED]
Snr Program Issue and Risk Manager	TBC		\$ [REDACTED]
Schedule and Dependency Manager	Kirstie Dalton		\$ [REDACTED]
Program Master Scheduler	Vestassa Kalvandi		\$ [REDACTED]
Senior Program Analyst	TBC		\$ [REDACTED]
Program Financial Control Manager	Kerry Von Seidel		\$ [REDACTED]
Total Sum			\$ [REDACTED]

The daily rate is the maximum amount that can be charged in respect of a person performing the Services in a day commencing at midnight and ending 24 hours later.

Any agreed variations will be charged at the rates set out above or as otherwise agreed between the parties.

ANNEXURE "C" – Services Brief

Background

The Rail Operations Centre (ROC) is an important part of Sydney Trains' answer to meeting the challenges of a growing city. The NSW Government is investing \$276 million in the program. It includes a new state-of-the-art operations centre at Green Square.

The ROC includes improved processes and new technology systems to allow for faster incident resolution and service restoration. The new technology systems are:

- a new incident management system to help staff communicate and resolve incidents faster, providing a better service to customers
- a new day-of-operations timetabling system to support train controllers in planning services to recover from a disruption
- a new customer information system to provide a single source of information for service line status and service alerts for all customer and staff channels, including mobile apps, websites, SPIs and VMS.

Staff who work in moving and controlling trains and responding to incidents will be centrally located in the ROC. This includes the RMC (Rail Management Centre), ICON, SMF (Security Monitoring Facility) and Signal Boxes that have been upgraded to the new technology. Staff in some other areas will use the new systems and processes.

The ROC is planned to be fully operational in the first half of 2018.

The ROC program includes four phases focused on realising the benefits of the new technology systems and ways of working early, before the ROC building is completed.

Scope of Services

The proposed scope of services is segmented into 2 phases.
The contract will be responsible for:

1. The Assessment and Remediation Phase:
 - Assessing the suitability of current frameworks for all core program processes and controls. This should be an evaluation of the overall state of project management for ROC based upon the information provided and available.
 - Providing recommendations to improve the program to best practice to achieve program deadlines. These recommendations should also include details on how the PMO services will be established; the costs, resources and the timeframe for the Remediation Phase based upon the information provided and available.
2. The Program and PMO Execution, Monitor and Control Phase:
 - Delivering PMO services to manage and progress the program with the improved processes and controls approved from the Remediation Phase.

For each phase it is expected that the contractor will provide:

- The proposed team structure and their respective roles and responsibilities (as defined below).
- The proposed approach for program and project methodologies and how these will be effectively utilized whilst taking into account similar solutions that have benefits provided in the TfNSW environment.
- The proposed methods for effective communication to key stakeholders. Stakeholder management and communication should centre on providing useful and relevant information to appropriate stakeholders for the correct purpose i.e. status updates, recommendations or stakeholder approvals.

Overall, the expected outcomes of this engagement

- Delivery: provide support to project teams.
- Governance: provide correct and evidenced information to enable decision making by the appropriate delegates.
- Transparency: Provide information that is honest, accurate and timely to the best of PM-Partners ability to assist in effective decision-making.
- Traceability: managing documentation, project history and organizational knowledge from the start date of PM-Partners engagement.
- Reusability: avoidance in reinventing the wheel by actively receiving, managing and distributing lessons learnt, templates and best practice.

The expectation of the above Scope of Works acknowledges the current status of this program as documented on previous assurance reviews.

Indicative ROC Roles with Descriptions

ROLE	Role Description and Responsibilities
Programme Director	<ul style="list-style-type: none"> ➤ The Programme Director is the primary responsible person for leading, managing and the setting-up of the programme through to delivery of the new services and capabilities. This will include establishing the governance of the ROC programme. This will lead onto the realisation of programme benefits and closure. The Programme Director reports to the ROC Sponsor and will: ➤ Take line management responsibility for the PMO and Programme streams and ensure those streams are performed to the highest standards of professionalism ➤ Develop and implement, subject to Sydney Trains approval, Programme and Projects plans with associated schedules ➤ Ensure the appropriate and most efficient use of resources and budgets and that is known to the Sponsor and acted upon by Sydney Trains ➤ Manage the ROC programme budget, monitor the expenditures and costs against benefits as the programme progresses ➤ Reporting progress of ROC programme at regular intervals including milestone, strategic risks and issues, key deliverables, budget performance.
PMO Director	<p>The role of the PMO Director is to provide the capability and resources to support the programme. The PMO Director will support the Programme Director as required. They will:</p> <ul style="list-style-type: none"> ➤ Ensure the standard programme and project management documentation is developed, implemented and maintained to the highest professional standard. Such as: ➤ Scope management, ➤ Schedule management, ➤ Interdependency mapping, ➤ Risk and issue management, ➤ Finance management, ➤ Reporting, ➤ Programme change control, ➤ Report progress to the programme director and steering committee via standard reporting. Manage all reporting activities including for the Programme Steering Committee and other governing forums. Ensure that all reporting is timely, accurate and coordinated with other reporting functions

ROLE	Role Description and Responsibilities
Governance and Reporting	<p>Provide accurate and timely programme reporting information:</p> <ul style="list-style-type: none"> ➤ Management of Programme reporting activities, including establishing reporting templates and standards, consolidation of reports, the health and quality of reports ➤ Establishment and maintenance of the Programme's reporting calendar ➤ Establishment and communication of the Programme's reporting cadence ➤ Generation of the Monthly Steering Committee packs and other required programme governance report packs ➤ Generation and issue of any Programme reporting that is required by Sydney Trains ➤ Maintain a forward agenda for major governance groups ➤ Management and maintenance of minutes and secretariat functions for the Programme Executive Steering Committee meeting.
Scope & Program Change Control	<p>The purpose of the scope and change control manager role is to take the lead in ensuring that the programme has effective processes in place to identify, monitor and execute change within the programme. The key responsibilities are:</p> <ul style="list-style-type: none"> ➤ Ensure Change Control processes and decision making forums are established ➤ Ensure compliance with the established change control process for management and governance of requests for change. ➤ Coordinate programme change requests, organise impact analysis and ensure a change agenda is raised as required ➤ Facilitate ROC programme change request forum for ROC Sydney Trains leadership to decide on approval or rejection of change requests ➤ Provide project management support for tools and processes ➤ Maintain the overall change register and reporting

ROLE	Role Description and Responsibilities
Resource Manager	<ul style="list-style-type: none"> ➤ With the support of Sydney Trains staff perform the following tasks: ➤ Establish programme resource management standards and guidelines (Sydney Trains process utilised where possible) ➤ Enforce and report on adherence to standards ➤ Establish a cadence, aligned with finance forecasts, to gather and update resource forecast information monthly ➤ Provide reporting on resource forecast to the Programme ➤ Develop, maintain and educate the Programme on the Process for recruitment. ➤ Maintain a master list of Programme resources, including the contract terms, the rates and the start and end dates. ➤ Monitor ongoing to ensure contracts are extended or terminated as required by the Programme ➤ Be the point of contact for the Programme on recruitment matters ➤ Preparation of briefing notes and facilitation of approvals ➤ Maintenance of Programme records as they relate to recruitment ➤ Reporting to the Programme on recruitment related matters
Risk and Issue Manager	<p>The purpose of the risk and Issue manager role is to take the lead in ensuring that the programme has effective processes in place to identify and monitor risk and issues. They will establish and ensure use of appropriate controls and actions to deal with these areas of responsibility:</p> <ul style="list-style-type: none"> ➤ Develop and maintain a Risk and Issue Management framework ➤ Create & maintain a Risk and Issue database ➤ Support the streams and projects in their roles and the management thereof ➤ Provision of risk and issues reports to the programme, in line with the Programme cadence ➤ Ensure that risks and issues are recorded in accordance to standards and contain sufficient information to allow for their mitigation and management

ROLE	Role Description and Responsibilities
Scheduling and Dependency	<p>The Scheduling and Dependency Manager is responsible for the development and maintenance of the master schedule for each programme/project. The Planning and Scheduling Manager is to plan, guide, develop and maintain the integrated schedule environment for Build and Deployment. Track progress against schedules and work with Programme managers and project managers to ensure accurate baselined and up to date schedules are maintained.</p> <p>The key responsibilities are:</p> <ul style="list-style-type: none"> ➤ Provide overall ROC programme scheduling and coordination among multiple projects and programmes ➤ Provide overall view and look ahead on the schedules as inputs to the issue and risk processes ➤ Support individual project planning efforts ➤ Provide governance over project-related scheduling and resource decisions ➤ Provide weekly schedule management reports. ➤
Master Scheduler	<p>The key responsibilities are:</p> <ul style="list-style-type: none"> ➤ Provide scheduling and coordination for their respective Programme ➤ Provide overall view and look ahead on the schedule as inputs to the issue and risk processes ➤ Support individual project planning efforts ➤ Provide expertise needed to prepare project cost, time and resource utilisation estimates ➤ Ensure that schedule is structured in accordance with the ROC Schedule Management Plan and WBS ➤ Provide weekly schedule management reports

ROLE	Role Description and Responsibilities
Senior Program Analyst	<p>Provide effective coordination of the various project activities and their independencies. This will include:</p> <ul style="list-style-type: none"> ➤ Collect and analyse information and data for committee papers ➤ Prepare briefing notes, reports and presentations ➤ Develop guidelines ➤ Provide advice to Program Director ➤ Prepare and distribute program information to PMO and program stakeholders ➤ Secretariat function at all Program meetings ➤ Support all PMO functions
Finance Control Manager	<p>The purpose of the finance role is the developing and maintaining of an approved financial model to manage the programme throughout its life cycle. Ensuring that all financial reporting is timely, accurate and coordinated.</p> <ul style="list-style-type: none"> ➤ Develop and provide monthly flash reporting / forecast ➤ Identification of risks / issues affecting the Programs ability to deliver to budget ➤ Chair finance and labour forecast review forums to assess and monitor financial performance ➤ Develop and maintain the programme financial controls, paying particular attention to audit requirements ➤ Review and track programme financial controls ➤ Prepare monthly financial reports for the programme for inclusion in the PMO Programme status reporting and ROC Steering Committee

ANNEXURE "D1" – Confidentiality Deed Poll

Confidentiality Deed Poll

Date	9 Dec 2016
Name	CHRISTOPHER HILLS (Recipient)
Organisation	PROJECT MANAGEMENT PARTNERS PTY LTD
In favour of	Transport for NSW "TfNSW"
In relation to the	PROJECT MANAGEMENT OFFICE SERVICES FOR ROC (Permitted Use)

BACKGROUND

- A TfNSW is considering disclosing to the Recipient certain Confidential Information for the Permitted Use.
- B Improper use or disclosure of the Confidential Information could damage TfNSW's ability to perform its governmental/ statutory functions and could result in irreparable harm to TfNSW.
- C The Recipient acknowledges the desire and right of TfNSW to protect Confidential Information.
- D The parties have agreed that TfNSW will disclose the Confidential Information to the Recipient on the terms and conditions of this Deed.

AGREED COVENANTS

1 Definitions and Interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Confidential Information means:

- (a) information disclosed by or on behalf of TfNSW to the Recipient or its Representatives (or of which the Recipient or its Representatives become aware) in the course of discussions in relation to the Permitted Use;
- (b) information acquired by the Recipient or its Representatives in the course of discussions prior to the date of this Deed in relation to the Permitted Use;

- (c) information designated as confidential by TfNSW from time to time; and
- (d) any other information which by its nature should reasonably be considered to be the confidential information of TfNSW,

whether or not marked as "Commercial in Confidence", "Proprietary" or "Confidential", and which may be provided in writing, electronically, verbally or otherwise, but does not include any information which the Recipient can demonstrate to be in the public domain or was known to the Recipient at the time of disclosure other than through a breach of this Deed.

Deed means this Deed Poll.

Document includes:

- (a) paper or other material on which there is writing, printing, marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and
- (b) any material from which sounds, images, writing or messages can be reproduced.

Law means any statute, law, order of a court, tribunal, governmental or regulatory body or the listing rules of the ASX Limited.

Notes means any notes or other Documents which include the Confidential Information or any summary, extract or part of it.

Representative means an employee, officer, agent, adviser or consultant of the Recipient engaged in connection with the Permitted Use.

1.2 Interpretation

Except where the context otherwise requires:

- (a) the clause and clause headings are for reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (b) words in the singular include the plural and vice versa;
- (c) words importing a gender include any other gender;
- (d) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (e) a reference to a clause or a clause heading is a reference to a clause or clauses in this Deed; and

- (f) whether a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

2 Disclosure and Use of Confidential Information

2.1 Recipient obligations

The Recipient warrants and represents that it will:

- (a) keep confidential and not disclose to any person the Confidential Information;
- (b) not do any act or thing involving the use or disclosure of the Confidential Information which may cause loss or damage to TfNSW;
- (c) not use or permit the use of the Confidential Information for any purpose other than the Permitted Use unless authorised by a separate agreement between the parties and then only to the extent permitted by that agreement;
- (d) not introduce any Confidential Information into any computer system or other device operated, controlled or which may be accessed to any extent by a person other than the TfNSW and any Representatives;
- (e) not copy or reproduce the Confidential Information except to the extent necessary for the Permitted Use; and
- (f) not make Notes except to the extent necessary for the Permitted Use.

2.2 Security measures

The Recipient must establish and maintain comprehensive security measures to ensure that any Confidential Information in its possession, custody or control is secure at all times. Without limiting this obligation, the Recipient must keep the Confidential Information no less secure than its own confidential information.

2.3 When Recipient may disclose

The Recipient may disclose the Confidential Information:

- (a) with the prior written consent of TfNSW;
- (b) to its Representatives to the extent that each has a need to know the information for the purposes of the Permitted Use; and
- (c) to the extent required by Law (subject to complying with clause 2.4).

2.4 Disclosure required by Law

If the Recipient is required by Law to disclose any Confidential Information the Recipient must before doing so:

- (a) immediately notify TfNSW;
- (b) if possible, give TfNSW a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the Confidential Information; and
- (c) notify the third party that the information is the confidential information of TfNSW.

3 Representatives

3.1 Breach by Representative

A breach of this Deed by a Representative will be deemed to be a breach of this Deed by the Recipient.

3.2 Inspections

The Recipient consents, and must procure the necessary consents from its Representatives, to such inspections and audits as may be reasonably required by TfNSW for the purpose of auditing compliance by the Recipient and its Representatives with the terms of this Deed.

4 Return of Confidential Information

If requested by TfNSW, the Recipient must:

- (a) promptly return to TfNSW all documents and other physical records of Confidential Information in its possession, custody, power or control;
- (b) delete the Confidential Information from any computer system or other device operated, controlled or which may be accessed by the Recipient and its Representatives; and
- (c) provide a statutory declaration to the Principal confirming that all those records and any copies have been returned or erased, as appropriate.

5 TfNSW may enforce Deed

- (a) The Recipient agrees that the obligations in this Deed are for the benefit of TfNSW, and that TfNSW may enforce the obligations herein.
- (b) The Recipient acknowledges that:
 - (i) the Confidential Information is valuable to TfNSW;

- (ii) damages may not be an adequate remedy for TfNSW for any breach of this Deed by the Recipient; and
- (iii) TfNSW is entitled to seek injunctive relief as a remedy for any breach or threatened breach of this Deed by the Recipient, in addition to any other remedies available at law or in equity under or independently of this Deed.

6 No Exclusion of Law or Equity

This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

7 Waiver

- (a) No waiver by TfNSW of one breach of any obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or of any other obligation or provision herein contained or implied.
- (b) None of the provisions hereof shall be taken either at law or in equity to have been varied, waived, discharged or released by TfNSW unless by its express consent in writing.

8 Governing Law

The laws of the New South Wales apply to the construction and interpretation of this Deed.

9 Continuing Obligation

The obligations of the Recipient under this Deed continue after the completion or termination of any employment, engagement or assignment in respect of the Permitted Use.

10 Indemnity

The Recipient indemnifies and must keep indemnified TfNSW in respect of any liability, loss, damage, cost or expense, suffered or incurred in connection with, or arising from, any breach of this Deed by the Recipient or its Representatives or any disclosure of the Confidential Information by the Recipient or its Representatives.

11 Breach of Confidentiality Obligations

- (a) The Recipient must immediately notify TfNSW of, and take all steps necessary to prevent, any actual, threatened or suspected breach of this Deed by the Recipient or its Representatives and comply with any directions issued by any TfNSW regarding any unauthorised use or

disclosure of the Confidential Information by the Recipient or its Representatives.

- (b) The Recipient must provide such assistance as may be reasonably requested by TfNSW in relation to any claim or proceedings that TfNSW may take against any third party for unauthorised use or disclosure of the Confidential Information.

12 Further Assurances

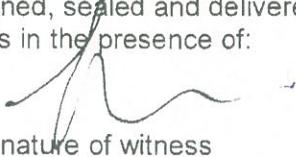
The Recipient must do all things and execute all documents, including but not limited to executing any agreements of assignment, which may be required by TfNSW to give effect to the provisions of this Deed.

13 No Revocation

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

EXECUTED AS A DEED POLL

Signed, sealed and delivered by Chris Hills in the presence of:



Signature of witness



Signature of Chris Hills

Josie Simon
Print name

L2, 228 Pitt St, SYDNEY
Address

ANNEXURE "D2" – Statement of Associations and Interests



Statement of Associations and Interests

To : Transport for NSW ("TfNSW")

I, (Name), acknowledge and agree that:

1. I declare below any associations and / or interests.
2. I am not aware of any existing or potential conflicts of interest between my personal interests and the impartial performance of my duties as a permanent or temporary employee, consultant, advisor, agent or contractor of TfNSW, other than those declared below.
3. If I become aware of any actual or potential conflict of interest, I will disclose it to the TfNSW Director General or one of the TfNSW Deputy Director Generals and / or the Probity Advisor at the first reasonable opportunity.

List any associations and / or interests below:

.....

Signed

.....

Name and Organisation

Date:

ANNEXURE "E" – Subcontractor's Statement

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

Workers Compensation

s175B Workers Compensation Act
1987

Payroll tax

Schedule 2 Part 5 Payroll Tax Act 2007

Remuneration

ss127, 127A Industrial Relations Act 1996

Sub-contractor: _____ ABN: _____

(Business name) _____

of (Address of
Subcontractor) _____

has entered into a contract with:

(Business name of principal contractor) _____

ABN: _____ For work between: ____ / ____ / ____ and ____ / ____ / ____

and/or Payment Claim Details: _____

Nature of contract work: _____

DECLARATION

I, _____
a Director of / a person authorised by the subcontractor on whose *(delete as appropriate)*
behalf this declaration is made, hereby state that the abovementioned subcontractor:

Is either

A sole trader or partnership without workers or subcontractors (Note 6).

OR

Has and will maintain in force valid workers compensation insurance, policy

_____ held with

_____ (Policy Number) _____ (Insurance Company)

as indicated on the attached Certificate of Currency dated _____, in respect of work done in connection with the contract, during any period of the contract and has paid all workers compensation insurance premiums payable in connection with the contract (Note 7).

Is Is not also a principal contractor in connection with the work under contract (Note 8).

Has Has not been given a written statement by subcontractors in connection with the work.

- Is Is not required to be registered as an employer under the Payroll Tax Act 2007 _____ (*Payroll tax client No.*)
- Has paid all pay-roll tax due in respect of employees who performed the work for the principal contractor, as required at the date of this statement (*Note 9*).
- Has paid all remuneration payable to relevant employees, for work done under the contract during the period outlined above (*Note 10*).

Signature _____ Full Name _____ (please print)

Position/Title _____ Dated _____

WARNING

- 22 Any subcontractor, who knowingly provides a principal contractor with a written statement that is false, is guilty of an offence (Maximum penalty 100 units or \$11,000).
- 23 Any written statement will not relieve the principal contractor of liability if, at the time the written statement was provided, the principal contractor believed the written statement to be false.
- 24 The principal contractor must retain a copy of any written statement for a period of not less than five years (Pay-roll tax), six years (Remuneration) or seven years (Workers compensation).
- 25 **This statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the *Workers Compensation Act 1987*.**

NOTES

- 26 This form is prepared for the purpose of section 175B of the Workers Compensation Act 1987, Schedule 2 Part 5 of the Payroll Tax Act 2007 and section 127 of the Industrial Relations Act 1996. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, pay-roll tax and remuneration payable by the subcontractor.

- 27 For the purpose of this statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity), referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal.

- 28 In order to meet the requirements of s127 Industrial Relations Act 1996, a statement in relation to remuneration must state the period to which the statement relates.

Section 127(6) Industrial Relations Act 1996 defines remuneration as 'remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the Industrial Relations Act 1996 states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

- 29 Payment claim details – Where a subcontractor has entered into a payment schedule with a principal contractor they must identify the period or payment to which the statement applies.
- 30 An accurate description of the work covered by the contract must be included.
- 31 In completing the statement, a subcontractor declares that they are a sole trader or partnership without workers or subcontractors and is not required to hold workers compensation insurance.
- 32 In completing the statement, a subcontractor declares that workers compensation premiums payable up to and including the date(s) on the statement have been paid, and all premiums owing during the term of the contract will be paid.
- 33 It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out work. If your business falls within this category you should also obtain statements from your subcontractors.
- 34 In completing the statement, a subcontractor declares that all pay-roll tax payable relating to work undertaken as part of the contract has been paid.
- 35 In completing the statement, a subcontractor declares that all remuneration payable has been paid.

It is noted that definitions of employer, employee, remuneration, and specific provisions for employers of outworkers in the clothing trades are as defined in s127A of the Industrial Relations Act 1996.

- 36 Failure to complete this statement may result in the principal contractor withholding any payment due to the subcontractor. Any penalty for late payment under the contract does not apply to any payment withheld under this subsection. Subcontractors may wish to keep a copy of the statement for their own records.

For more information, please visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

Change request for ROC programme

Project: Sydney Trains ROC Programme Services	
Audience: Project Sponsor	Tony Eid
Title: Program remediation resource (Re-scope & savings options)	
Summary Description: Request \$ [REDACTED] of additional funds for early start of targeted program remediation activities.	
Change no: 02	Issue Date : 22/12/16
Decision required by: 23/12/16	Issue Report Author: Angelo Grasso

Change Request Raised By:	Angelo Grasso
Priority:	Urgent

Description

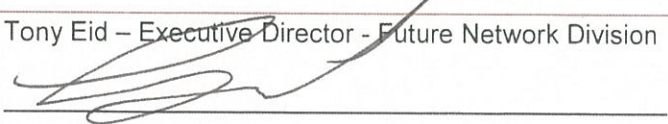
The PM-Partners group original proposal scope was for the completion of discovery and remediation of controls for ROC PMO and Programme. The Discovery process for the ROC programme has identified several additional programme related challenges and issues that are outside of the originally proposed work.

The ROC programme budget has been fully consumed (\$ [REDACTED], this is made up of expenditure to date, forecast and all contingency allocated. To remediate the program the following initial actions are required:

- 1) Review of the program operating model, resources, and ways of working and make recommendations on potential areas where the burn rate can be decreased, where immediate savings can be made and where costs can be avoided.
- 2) Re-scoping of the programme, to identify options to find savings to complete the programme successfully to an agreed, but revised scope.

Costing Detail

- Duration 26 Days (January 2017 - 17 Days)
- (December 2016 - 9 days)
- Rate \$ [REDACTED] per day (Principle Consultant)
- Total cost (ex GST) \$ [REDACTED]

Decision:	<<Accept, Reject, Defer, Grant Concession>>
Approved By:	Tony Eid – Executive Director - Future Network Division 
Decision Date:	dd/mm/yy: 20 / 12 / 16
Closure Date:	dd/mm/yy: 31 / 1 / 17



Change request for ROC program

Project: Sydney Trains ROC Programme Services	
Project Sponsor	Tony Eid
Title: Fund scheduling resource from 9th Jan 17 to 24th Feb 17	
Summary Description: Request [redacted] for additional funds to extend tenure of ROC PMO scheduling resource (Tony Oung) to 24th Feb 17 from 23rd Dec 16.	
Change no: 02	Issue Date : 22/12/16
Decision required by: 23/12/16	Issue Report Author: Angelo Grasso

Change Request Raised By:	Angelo Grasso
Priority:	Urgent

Description

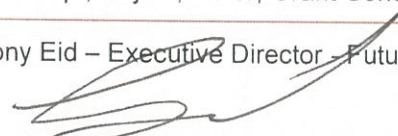
Tony Oung holds a scheduling role in the ROC PMO Team. He is planned to roll off at COB Friday 23rd December whereas he was assumed by PMPg to be an ongoing resource for the PMO Run Team. His contractual relationship is directly between Sydney Trains and his provider company (TBH).

PMPg requires Tony Oung to remain on the program until 24th February 2017 to participate in the scheduling quality improvement effort and to undertake a full hand-over to PMPg scheduling resources. For this purpose, we intend to procure his services through TBH and then provide him to the PMO Run Team for the intended period. This mechanism can be put in place very quickly.

Tony is not included in the scope of work covered by Contract <ident>. This CR requests an increase in funds to accommodate his services.

Costing Detail:

- Period of tenure: 9th January 17 to 24th February 17 (34 working days)
- Rate: \$ [redacted] per day (Master Scheduler)
- Total Cost (ex GST): \$ [redacted]

Decision:	<<Accept, Reject, Defer, Grant Concession>>
Approved By:	Tony Eid – Executive Director - Future Network Division 
Decision Date:	dd/mm/yy: <u>20 / 12 / 16</u>
Closure Date:	dd/mm/yy: <u>24 / 2 / 17</u>



Change request for ROC program

Project: Sydney Trains ROC Program Services	
Audience: Project Sponsor	Tony Eid
Title: Confirm role incumbents	
Summary Description: Update the resource allocation tables in Annex B of the Services Agreement	
Change no: 04	Issue Date : 23/01/17
Decision required by: 24/01/17	Issue Report Author: Angelo Grasso

Change Request Raised By:	Angelo Grasso
Priority:	Routine

Description

An administrative, zero cost change to update the resource allocation tables in Annexure B of the Services Agreement. These changes arise out of the detailed planning for the engagement, including the outcomes of resource recruitment activities during mobilisation.

Details of Contract Amendments

- In the Discovery Team table, remove "TBC" next to Cherrie Pycroft.
- Replace the Remediation Team table with the following:
Note: Addition of James Ditzell confirmed under approved CR 02)

Name	Role	Hourly Rate (excl. GST)	Daily Rate (excl. GST)
Design & Oversight	Paul Donald		\$ [REDACTED]
Remediation Team Lead	Angelo Grasso		\$ [REDACTED]
Remediation Team Consultant	Julia Leong		\$ [REDACTED]
Remediation Team Consultant	Simon Wolburn		\$ [REDACTED]
Senior Consultant	Ritu Sharma Iliia Vasiliev		\$ [REDACTED]

Program Remediation Team Consultant	James Ditzell		\$ [REDACTED]
Total Sum			Refer Annexure A Item 2

3. Replace the Program and PMO Execution, Monitor and Control table with the following:

Role	Name	Hourly Rate (excl. GST)	Daily Rate (excl. GST)
Program Director	Geoff Howard		\$ [REDACTED]
PMO Director	Cherrie Pycroft		\$ [REDACTED]
Governance and Reporting Manager	Kerry Sussex		\$ [REDACTED]
Scope & Change Control Manager	Ian Graham		\$ [REDACTED]
Program Resource Manager	Jackson Rogers		\$ [REDACTED]
Snr Program Issue and Risk Manager	Ron Voon		\$ [REDACTED]
Schedule and Dependency Manager	Kirstie Dalton (12-23 Dec 2016) Replaced by Richard Lynch from 6th Feb 2017		\$ [REDACTED]
Program Master Scheduler	Vestassa Kalvandi		\$ [REDACTED]
Senior Program Analyst	Jay Zaragoza		\$ [REDACTED]
Program Financial Control Manager	Gerry De Sousa		\$ [REDACTED]
Scheduler	Tony Oeng		\$ [REDACTED]
Total Sum			Refer Annexure A Item 2

Decision:	<<Accept, Reject, Defer, Grant Concession>>
Approved By:	Tony Eid – Executive Director - Future Network Division _____
Decision Date:	dd//mm/yy: ____ / ____ / ____
Closure Date:	dd//mm/yy: ____ / ____ / ____

Change request for ROC program

Project: Sydney Trains ROC Program Services	
Audience: Project Sponsor	Tony Eid
Title: Additional Reporting Analyst resources for Run PMO Team	
Summary Description: Supply a Reporting Analyst resource to the PMO Run Team to establish the bandwidth necessary to cope with the reporting workload driven by the governance structures and meeting cadence. This role will report to the Governance and Reporting Manager.	
Change no: 05	Issue Date: 21 Feb 17
Decision required by: 27 Feb 17	Issue Report Author: Angelo Grasso

Change Request Raised By:	Angelo Grasso
Priority:	Routine

Description

Requirement

This CR requests the following:

- Add one Reporting Analyst to the PMO Run Team for 300 working days to provide the bandwidth to undertake the reporting required by the ROC governance structure and meeting and reporting cadence;

Justification

Appendix B of the Discovery Report indicated that the PMO organization and staffing would be refined once remediation commenced. Accordingly, PM Partners analysis indicates that one (1) additional Reporting Analyst is required to cope with the reporting workload in the PMO. This takes into account the number of weekly, fortnightly, monthly, quarterly and ad-hoc reports specified in the recently completed governance cadence embedded below. (This detailed information was not available as an outcome of the Discovery Phase);



ROC Cadence

Cost Analysis

Role	Duration (Working Days)	Daily Rate (ex GST)	Cost
Reporting Analyst	300	\$ [REDACTED]	\$ [REDACTED]
TOTAL			\$ [REDACTED]

Details of Contract Amendments

Annexure A

- In Item 2, increase the PMO Execution total cost by \$ [REDACTED].

Annexure B

- Add the following entries to the PMO Execution, Monitor and Control table:

Name	Role	Hourly Rate (excl. GST)	Daily Rate (excl. GST)
<tbd>	Reporting Analyst	n/a	\$ [REDACTED]

Annexure C

- Add a Reporting Analyst role description to the Table. *for 300 days.*

Decision:	<<Accept, Reject, Defer, Grant Concession>>
Approved By:	Tony Eid – Executive Director - Future Network Division 
Decision Date:	dd/mm/yy: <u>22 / 02 / 2017.</u>
Closure Date:	dd/mm/yy: ___ / ___ / ___ <i>300 Days from</i>

Start 300 days from commencement date

Change request for ROC program

Project: Sydney Trains ROC Program Services	
Audience: Project Sponsor	Tony Eid
Title: Quality Lead for Run PMO Team	
Summary Description: Supply one (1) Quality Lead resource to the PMO Run Team for 300 working days.	
Change no: 06	Issue Date: 03 Mar 17
Decision required by: 10 Mar 17	Issue Report Author: Angelo Grasso

Change Request Raised By:	Angelo Grasso
Priority:	Routine

Description

Requirement

This CR requests the following:

- Add one Quality Lead to the PMO Run Team for 300 working days. This role will report to the PMO Director.

Justification

Appendix B of the Discovery Report indicated that the PMO organization and staffing would be refined once remediation commenced. The Quality Lead Lead is required to:

- Support all external auditing as the Single Point of Contact (SPOC) for the ROC Program;
- Conduct internal Health Checks;
- Maintain a Corrective Actions database and ensure actions arising from internal and external auditing activities are addressed and closed out within the specified due dates;
- Ensure compliance to the specified project management and technical delivery methods;
- Develop, manage and maintain the list of mandatory Deliverables; and
- Govern the Acceptance process for all Deliverables, regardless of source.

Cost Analysis

Role	Duration (Days)	Daily Rate (ex GST)	Cost
Quality Lead	300	\$ [REDACTED]	\$ [REDACTED]
		TOTAL	\$ [REDACTED]

Details of Contract Amendments

Project Change Request - 06

Annexure A

- In Item 2, increase the PMO Execution total cost by [REDACTED]

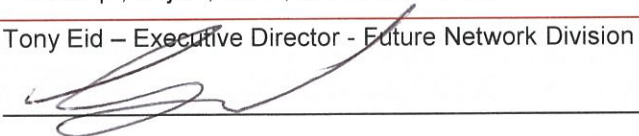
Annexure B

- Add the following entries to the PMO Execution, Monitor and Control table:

Name	Role	Hourly Rate (excl. GST)	Daily Rate (excl. GST)
<td>	Quality Lead	n/a	[REDACTED]

Annexure C

- Add a Quality Lead role description to the Table.

Decision:	<<Accept, Reject, Defer, Grant Concession>>
Approved By:	Tony Eid – Executive Director - Future Network Division 
Decision Date:	dd//mm/yy: <u>9</u> / <u>3</u> / <u>17</u>
Closure Date:	dd//mm/yy: <u>25</u> / <u>5</u> / <u>18</u>

Change request for ROC program

Project: Sydney Trains ROC Program Services	
Audience: Project Sponsor	Tony Eid
Title: Quality Analyst for Run PMO Team	
Summary Description: Supply one (1) Quality Analyst resource to the PMO Run Team for 300 working days.	
Change no: 07	Issue Date: 03 March 17
Decision required by: 10 March 17	Issue Report Author: Angelo Grasso

Change Request Raised By:	Angelo Grasso
Priority:	Routine

Description			
<u>Requirement</u>			
This CR requests the following:			
<ul style="list-style-type: none"> Add one (1) Quality Analyst to the PMO Run Team for 300 days. This role will report to the Quality Lead. 			
<u>Justification</u>			
Appendix B of the Discovery Report indicated that the PMO organization and staffing would be refined once remediation commenced. The Quality Analyst is required to:			
<ul style="list-style-type: none"> Prepare the Program Quality Management Plan (QMP); Put the requirements and provisions of the QMP into practice; Ensure the quality of Deliverable artefacts produced within the Program, regardless of source by instituting and ensuring the ongoing effectiveness of a quality review process. This is particularly a focus for Documentation Deliverables. Ensure the integrity of the Document Management Process; Institute a program of Continuous Improvement; and Undertake Quality Reporting to the relevant Governance Forums. 			
<u>Cost Analysis</u>			
Role	Duration (Days)	Daily Rate (ex GST)	Cost
Quality Analyst	300	\$ [REDACTED]	\$ [REDACTED]
TOTAL			\$ [REDACTED]

Details of Contract Amendments

Annexure A

- In Item 2, increase the PMO Execution total cost by [REDACTED]

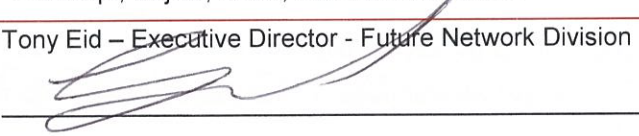
Annexure B

- Add the following entries to the PMO Execution, Monitor and Control table:

Name	Role	Hourly Rate (excl. GST)	Daily Rate (excl. GST)
<td>	Quality Analyst	n/a	[REDACTED]

Annexure C

- Add a Quality Analyst role description to the Table.

Decision:	<<Accept, Reject, Defer, Grant Concession>>
Approved By:	Tony Eid – Executive Director - Future Network Division 
Decision Date:	dd//mm/yy: <u>9</u> / <u>3</u> / <u>17</u>
Closure Date:	dd//mm/yy: <u>25</u> / <u>3</u> / <u>18</u>

Change request for ROC program

Project: Sydney Trains ROC Program Services	
Audience: Project Sponsor	Tony Eid
Title: Additional Program Master Schedulers	
Summary Description: Supply two (2) additional Program Master Schedulers to the PMO Run Team.	
Change no: 08	Issue Date: 21 Feb 17
Decision required by: 27 Feb 17	Issue Report Author: Angelo Grasso

Change Request Raised By:	Angelo Grasso
Priority:	High

Description

Requirement

This CR requests the following:

- Add two (2) additional Program Master Schedulers to the PMO Run Team for 300 working days. These roles will report to the Schedule and Dependency Manager.

Justification

Appendix B of the Discovery Report indicated that the PMO organization and staffing would be refined once remediation commenced. PMPg assesses that the PMO requires two additional Program Master Schedulers to provide the necessary capability and capacity for management of the four delivery project schedules and the Program's Integrated Master Schedule including:

- Initial construction of pieces yet to be planned;
- Ongoing schedule elaboration using rolling wave planning;
- Incorporation and maintenance of internal dependencies;
- Incorporation and maintenance of cross-dependencies with other project pillars;
- Incorporation and maintenance of external dependencies;
- Ongoing schedule maintenance;
- Status updates, reporting and corrective action tracking; and
- Leader training.

The PMPg contract provides for one (1) Schedule and Dependency Manager responsible for management of the scheduling team and for provision of all scheduling Deliverables and one (1) Program Master Scheduler responsible for Master Schedule framework, quality, integrity and accuracy as well as undertaking the duties listed above.

The original ROC scheduling team consisted of four personnel but lacked a Lead. These resources have all off-boarded with one exception due to depart on 24th February. This CR hence maintains scheduling bandwidth to ensure ongoing Program Master Schedule and project schedule viability, quality and utility.

Cost Analysis

Role	QTY	Duration (Days)	Daily Rate (ex GST)	Cost
Program Master Scheduler	2	300	\$ [REDACTED]	\$ [REDACTED]
			TOTAL	\$ [REDACTED]


Details of Contract Amendments

Annexure A

- In Item 2, increase the PMO Execution total cost by \$ [REDACTED]

Annexure B

- Add two additional Program Master Scheduler roles to the PMO Execution, Monitor and Control table at a daily rate of \$1,650 (excl. GST). *for 300 Days.*

Decision:	<<Accept, Reject, Defer, Grant Concession>>
Approved By:	Tony Eid – Executive Director - Future Network Division 
Decision Date:	dd//mm//yy: <i>22 / 02 / 2017</i>
Closure Date:	dd//mm//yy: <i>___ / ___ / ___ - 300 Days</i>

from start date

Please advise start date

Change request for ROC program

Project: Sydney Trains ROC Program Services	
Audience: Project Sponsor	Tony Eid
Title: Resource for continuation of Program Uplift	
Summary Description: Provide resources for thirty (30) working days to continue the Program Uplift activity related to scope rationalisation.	
Change no: 09 <i>THIRD, FROM MY PERSPECTIVE</i>	Issue Date: 02/02/17
Decision required by: 03/02/17	Issue Report Author: Angelo Grasso

Change Request Raised By:	Angelo Grasso
Priority:	High

Description

Requirement

This CR requests the following:

- Provide resource for Thirty (30) working days to continue the activities associated with rationalising the scope of the ROC Program. The requested resource is James Ditzell.

Justification

James Ditzell was engaged under approved Change Request CR02 to evolve a set of recommendations in relation to areas where Program burn rate could be reduced and scope could be rationalised or otherwise curtailed to complete the Program successfully within a revised scope target. The output of this activity is **Deliverable D24: Scope Options Paper**.

This CR09 now requests the resources to refine the preferred option to a sufficient level of detail to enable socialising with key stakeholders, endorsement and approval by Steerco. The following activities will be performed:

1. Confirm the preferred scope rationalisation option;
2. Undertake planning for the preferred scope option including:
 - a. High level ROC program timeline;
 - b. Program costing and for a selected alternate option to undertake a cost comparison;
 - c. Risk analysis;
 - d. Assessment against business case benefits;
 - e. Review of delivery methodologies and mechanisms; and
 - f. Identification and quantification of impacts on business benefits and the business case
 - g. Socialisation and endorsement of option with key stakeholders;
3. Assist with presentation to SteerCo to seek their approval of the preferred option;

Cost Analysis

Role	QTY	Duration (Days)	Daily Rate (ex GST)	Cost
Program Uplift Lead ⁽¹⁾	1	30	\$ [REDACTED]	\$ [REDACTED]
			TOTAL	\$ [REDACTED]

Note: Assumed start date for Mr. Ditzell is **Monday 6th February 2017**. (CR02 expires on Wednesday 1st February and Mr. Ditzell is taking two days leave of absence in the interim.)

Details of Contract Amendments

Annexure A

- In Item 2, increase the Remediation Team total cost by \$ [REDACTED] to \$ [REDACTED]

Decision:	Accept
Approved By:	Tony Eid – Executive Director - Future Network Delivery Directorate 
Decision Date:	dd//mm/yy: 06 / 02 / 2017
Closure Date:	dd//mm/yy: 17 / 03 / 2017

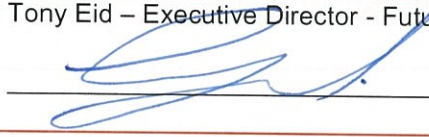
Change request for ROC program

Project: Sydney Trains ROC Program Services	
Audience: Project Sponsor	Tony Eid
Title: Remove Program Resource Manager role.	
Summary Description: Remove Program Resource Manager role from PMO Run Team and reduce total cost accordingly.	
Change no: 11	Issue Date: 21 Feb 17
Decision required by: 27 Feb 17	Issue Report Author: Angelo Grasso

Change Request Raised By:	Angelo Grasso
Priority:	Routine

Description
<p><u>Requirement</u></p> <p>This CR requests the following:</p> <ul style="list-style-type: none"> Remove the Resource Manager role from the PMO Run Team. <p><u>Justification</u></p> <ul style="list-style-type: none"> This action was requested by Sydney Trains and agreed by PMPg on 14th February 2017. <p><u>Cost Analysis</u></p> <ul style="list-style-type: none"> Days consumed to date: 28 Days forecast to complete: 352 Daily Rate: \$ [REDACTED] Net saving: 352 x \$ [REDACTED] = \$ [REDACTED]

Details of Contract Amendments
<p><u>Annexure A</u></p> <ol style="list-style-type: none"> In Item 2, <u>decrease</u> the PMO Execution total cost by \$ [REDACTED] <p><u>Annexure B</u></p> <ol style="list-style-type: none"> Remove the Program Resource Manager role from the PMO Execution, Monitor and Control table. <p><u>Annexure C</u></p> <ol style="list-style-type: none"> Remove the Resource Manager role description from the Table.

Decision:	<<Accept, Reject, Defer, Grant Concession>>
Approved By:	Tony Eid – Executive Director - Future Network Division 
Decision Date:	dd//mm//yy: <u>14</u> / <u>02</u> / <u>2017</u>
Closure Date:	dd//mm//yy: <u>14</u> / <u>02</u> / <u>2017</u>

Change request for ROC program

Project: Sydney Trains ROC Program Services	
Audience: Project Sponsor	Tony Eid
Title: Reduction in Scheduler Rate	
Summary Description: Reduce the daily rate for the Scheduler role (incumbent Tony Oung) to \$ [REDACTED] per day from \$ [REDACTED] per day.	
Change no: 12	Issue Date: 21 Feb 17
Decision required by: 24 Feb 17	Issue Report Author: Angelo Grasso

Change Request Raised By:	Angelo Grasso
Priority:	Routine

Description

Requirement

This CR requests the following:

- Reduce the daily rate for the Scheduler role (incumbent Tony Oung) to \$ [REDACTED] per day from \$ [REDACTED] per day.

Justification

- The extant PMPg rate for the Scheduler resource (Tony Oung) is \$ [REDACTED] per day. Due to the special circumstances in this case, PMPg has agreed to pass his costs through to Sydney Trains without a fee or margin. The relevant background is:
 - Tony Oung was originally contracted to Sydney Trains via another provider (TBH); Sydney Train's cost per day was \$ [REDACTED] for provision of Tony Oung and TBH management oversight. That period of tenure completed on 6th January 2017;
 - Tony Oung was required to be retained as a member of the ROC PMO until 24th February 2017 to hand over his scheduling knowledge and responsibilities;
 - Tony Oung was engaged by PMPg through TBH to provide extended services to Sydney Trains from 9th January 2017 through 24th February 2017;
 - CR01 was approved on 23rd December 2016 for provision of Tony Oung's services to Sydney Trains for the period from 9th January 2017 through 24th February 2017 at PMPg's standard scheduler rate of \$ [REDACTED] per day.
 - PMPg has subsequently agreed to reduce Tony Oung's daily rate to \$ [REDACTED] per day so that Sydney Trains is not put at a financial disadvantage for the period of his tenure.
 - Since CR01 changed the contract, this CR12 is required to amend the contract again in order to adopt the reduced daily rate.

Cost Analysis

- Period of tenure: 9th January 17 to 24th February 17 (34 working days)
- Rate: \$ [REDACTED] per day (Scheduler)
- Total Cost (ex GST): \$ [REDACTED]


Details of Contract Amendments

Annexure A

1. In Item 2, reduce the PMO Execution total cost by \$ [REDACTED]. (CR12 cost minus CR01 cost)

Annexure B

1. Reduce the daily rate against the Scheduler role (Tony Oung) to \$ [REDACTED] from \$ [REDACTED]

Decision:	<<Accept, Reject, Defer, Grant Concession>>
Approved By:	Tony Eid – Executive Director - Future Network Division 
Decision Date:	dd//mm//yy: 22 / 2 / 2017
Closure Date:	dd//mm//yy: 22 / 2 / 2017

Change request for ROC program

Project: Sydney Trains ROC Program Services	
Audience: Project Sponsor	Tony Eid
Title: James Ditzell extension for Program Uplift	
Summary Description: Extend Program Uplift Lead (James Ditzell) for 45 working days to provide advisory support for ROC Program reset.	
Change no: 14	Issue Date: 08 March 2017
Decision required by: 17 March 2017	

Change Request Raised By:	Angelo Grasso
Priority:	High

Description

Requirement

This CR requests the following:

- Extend the Program Uplift Lead (James Ditzell) for forty five (45) working days to provide advisory support for reset of the ROC Program in accordance with the recommendations of previous scope analysis and rationalization work and the directions of the ROC Steering Committee.

Background

James Ditzell was engaged under approved Change Request CR02 to evolve a set of recommendations in relation to areas where ROC Program burn rate could be reduced and scope could be rationalized or otherwise curtailed to complete the Program successfully within a revised scope target. James was extended under approved CR09 for 30 working days to refine the preferred option to a sufficient level of detail for communication with key stakeholders, Sydney Trains executives and the ROC Steerco.

Justification

This extension has been requested by the ROC Program Sponsor.

Scope

Under this CR14, the Program Uplift Lead will provide advice and support to:

- The ROC Program Sponsor, ROC Program Director, Sydney Trains Executives and the ROC Steering Committee to process the findings and recommendations arising out of the Program Uplift work to date, make decisions consequent upon the recommendations and direct the ROC Program accordingly;
- The ROC Program Director and the ROC PMO to develop the high level planning required to reset the ROC Program scope, schedule, organisation and resourcing;
- The ROC Program Director, ROC PMO, Project Managers and Stream Leads to:
 - Analyse the detailed impacts of ROC Program reset directions issued by the ROC Steering Committee;

Project Change Request - 14

- Develop and baseline the detailed planning required to give effect to the Steering Committee's directions;
- Implement the changes in organisation, resourcing, planning and Deliverables to reset the Program and align it to the revised objectives specified by the ROC Steering Committee.

Cost Analysis


Role	QTY	Duration (Working Days)	Daily Rate (ex GST)	Cost
Program Uplift Lead ⁽¹⁾	1	45	\$ [REDACTED]	\$ [REDACTED]
			TOTAL	\$ [REDACTED]

⁽¹⁾ Assumed start date for Mr. Ditzell is **Monday 20th March 2017**. (CR09 expires on Friday 17th March.) End date is COB **24th May 2017** (Easter 14/4, 17/4 and Anzac Day 25/4).

Details of Contract Amendments

Annexure A

1. In Item 2, increase the Remediation Team total cost by \$ [REDACTED]

Decision:	<<Accept, Reject, Defer, Grant Concession>>
Approved By:	Tony Eid – Executive Director - Future Network Division 
Decision Date:	dd/mm/yy: <u>17</u> / <u>3</u> / <u>17</u>
Closure Date:	dd/mm/yy: ___ / ___ / ___

Change request for ROC program

Project: Sydney Trains ROC Program Services	
Audience: Project Sponsor	Tony Eid
Title: James Ditzell extension for duration of ROC Program	
Summary Description: Extend James Ditzell tenure through to 30 th April 2018.	
Change no: 17	Issue Date: 23 May 17
Decision required by: 24 May 2017	

Change Request Raised By:	Simon Welburn
Priority:	URGENT

Description

Requirement

This CR requests an extension of the Program Uplift Lead (James Ditzell) by 232 working days to provide ongoing support to the implementation of the ROC Program Reset and to assist with delivery & execution of the Program. James' tenure will be extended from 25th May 2017 through to 30th April 2018; leave and any other absences notwithstanding.

Background

James Ditzell was engaged under approved Change Request CR02 in December 2016 for 26 days to evolve a set of recommendations in relation to areas where ROC Program burn rate could be reduced and scope could be rationalized or otherwise curtailed to complete the Program successfully within a revised scope target. James was extended under approved CR09 in February 2017 for 30 working days to refine the preferred option to a sufficient level of detail for communication with key stakeholders, Sydney Trains executives and the ROC Steerco. A further extension of 45 working days was approved via CR14 in March 2017 for implementation of the ROC Program "Reset" arising out of the earlier work.

Sydney Trains has now requested an extension of James' tenure from 25th May 2017 to 30th April 2018; a duration of 232 working days.

Justification

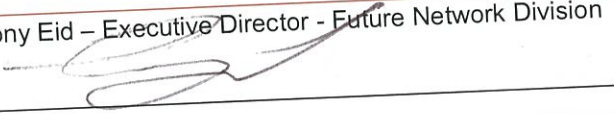
This extension has been requested by the ROC Program Sponsor. (Telecon Foreman / Quayle refers, 10th May 2017.) The duties to be performed are:

- Management of Program Reset activities/tasks through to completion;
- Delivery management with end-to-end responsibility for REM, DTTS, ROM and the Systems Integrator;
- Project management of DTTS pre-delivery including undertaking planning, scope and development to address business, HF and SA needs;
- Act as the liaison interface to ST IT for integration and handover aspects; and
- Support the ROC PD in stakeholder engagement.

Project Change Request - 17

Cost Analysis

Role	QTY	Duration (Working Days)	Daily Rate (ex GST)	Cost
James Ditzell - Program Delivery ⁽¹⁾	1	232	\$ [REDACTED]	\$ [REDACTED]
			TOTAL	\$ [REDACTED]

Decision:	<<Accept, Reject, Defer, Grant Concession>>
Approved By:	Tony Eid - Executive Director - Future Network Division 
Decision Date:	dd/mm/yy: <u>24</u> / <u>5</u> / <u>2017</u>
Closure Date:	dd/mm/yy: <u> </u> / <u> </u> / <u> </u>

Change request for ROC program

Project: Sydney Trains ROC Program Services	
Audience: Project Sponsor	Tony Eid
Title: Remove Program Financial Control Manager role.	
Summary Description: Remove Program Financial Control Manager role from PMO Run Team as at COB 31 May 2017 and reduce total cost accordingly.	
Change no: 18	Issue Date: 11 May 17
Decision required by: 19 May 17	Issue Report Author:

Change Request Raised By:	Simon Welburn
Priority:	Routine

Description

Requirement

This CR requests the following:

- Remove the Program Financial Control Manager role (Gerry De Sousa) from the PMO Run Team as at COB 31 May 2017.

Justification

- This action was requested via email on the 4th May 2017 by Sydney Trains (Keryn Foreman) and acknowledged by PMPg (Simon Welburn) on the same day.

Cost Analysis

- Days consumed at 31 May 2017: 109
- Days remaining to complete: 271
- Daily Rate: \$ [REDACTED]
- Net saving: 271 x \$ [REDACTED] = (\$ [REDACTED])

Details of Contract Amendments

Annexure A

- In Item 2, decrease the PMO Execution total cost by \$ [REDACTED]

Annexure B

- Remove the Program Financial Control Manager role from the PMO Execution, Monitor and Control table.

Annexure C

- Remove the Program Financial Control Manager role description from the Table.

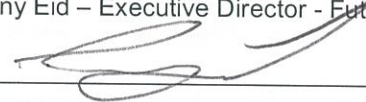
Decision:	<<Accept, Reject, Defer, Grant Concession>>
Approved By:	Tony Eid – Executive Director - Future Network Division  _____
Decision Date:	dd/mm/yy: <u>12</u> / <u>8</u> / <u>17</u>
Closure Date:	dd/mm/yy: ___ / ___ / ___

Change request for ROC program

Project: Sydney Trains ROC Program Services	
Audience: Project Sponsor	Tony Eid
Title: Reduce Program Master Scheduler tenure	
Summary Description: Reduce tenure of one (1) Program Master Scheduler introduced under CR08 by 39 working days.	
Change no: 19	Issue Date: 23 May 17
Decision required by: 25 May 17	Issue Report Author:

Change Request Raised By:	Simon Welburn
Priority:	URGENT

Description				
Requirement				
This CR requests the following:				
<ul style="list-style-type: none"> Reduce the tenure of one (1) Program Master Scheduler introduced under CR08 by 39 days from 300 working days to 261 working days. 				
Justification				
This change has been requested by the ROC Program Sponsor. (Telecon Foreman / Quayle refers, 10th May 2017 and subsequent explanatory email correspondence Foreman / Quayle 23 rd May 17).				
Cost Analysis				
Role	QTY	Duration (Days)	Daily Rate (ex GST)	Cost
Program Master Scheduler (F. Farid)	1	-39	\$ [REDACTED]	[REDACTED]
			TOTAL	[REDACTED]

Decision:	<<Accept, Reject, Defer, Grant Concession>>
Approved By:	Tony Eid – Executive Director - Future Network Division 
Decision Date:	dd/mm/yy: 24 / 5 / 2017.
Closure Date:	dd/mm/yy: ___ / ___ / ___

