

Deed of Extension and Variation - L3C Agreement

Part 1 of 2

Sydney Trains ABN 38 284 779
Sydney Trains

UGL Unipart Rail Services Pty Ltd ACN 154 895 940
L3C Contractor

Rail Corporation New South Wales
ABN 59 325 778 353

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Our reference 13647/18448/80192797



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Deed of variation

Date 28/6/19

Parties

Sydney Trains ABN 38 284 779 of Level 20, 477 Pitt Street, Sydney NSW 2000
(Sydney Trains)

UGL Unipart Rail Services Pty Ltd ACN 154 895 940 of Level 10, 40 Miller Street,
North Sydney, NSW 2060 (L3C Contractor)

Rail Corporation New South Wales ABN 59 325 778 353 of Level 20, 477 Pitt
Street, Sydney NSW 2000

Background

- A. On 23 December 2011 Rail Corporation New South Wales and the L3C Contractor entered into a contract for the provision of rolling stock maintenance, logistics and purchasing services (**L3C Agreement**).
- B. On or around 1 July 2013, Rail Corporation New South Wales' interest in the L3C Agreement was transferred to Sydney Trains pursuant to a direction given under section 94 of the *Transport Administration Act 1988* (NSW).
- C. Rail Corporation New South Wales remains the owner of the Site, any fixtures on the Site, and the Cars and is the lessor under the Lease.
- D. In accordance with clause 3.2 of the L3C Agreement, Sydney Trains notified the L3C Contractor that it wished to extend the Term by 2 years in December 2018.
- E. The parties have agreed to extend the Term of the L3C Agreement and the Lease and to vary certain provisions of the L3C Agreement and the Lease as set out in this deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed, words and expressions which have a defined meaning in the L3C Agreement have the same meaning in this deed.

Deed of Novation means the document entitled Deed of Novation between Sydney Trains, Rail Corporation New South Wales ABN 59 325 778 353, Unipart Group of Companies Limited Company No. 01994997 and Unipart Rail Limited Company No. 03038418 dated on or about the date of this deed.

Effective Date means 1 July 2019.

1.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) if more than one person is identified as Sydney Trains or the L3C Contractor, that expression refers to them, and the obligations of Sydney Trains or the L3C Contractor under this deed binds them, jointly and severally;
- (c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or 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 and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this deed) 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 include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) a references 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 deed, and a reference to this deed 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.

2. Ratification of L3C Agreement and Lease

- (a) From the Effective Date, the L3C Agreement and the Lease will be read and construed subject to the terms and conditions of this deed. If there is any conflict, apparent conflict, discrepancy, ambiguity or inconsistency (**Inconsistency**) between the terms and conditions of the L3C Agreement or the Lease and those of this deed then this deed will, to the extent of the Inconsistency, prevail.
- (b) This deed is supplemental to the L3C Agreement and the Lease and, except as otherwise expressly provided to the contrary, the L3C Agreement and the Lease are expressly ratified and confirmed.
- (c) The L3C Contractor must on or before the Effective Date provide Sydney Trains with:
 - (i) the Deed of Variation (Parent Company Deed of Guarantee and Indemnity) in the form attached at Schedule 8A to the L3C Agreement executed by UGL Pty Limited ABN 096 365 972;
 - (ii) the Deed of Novation in the form attached at Schedule 8B to the L3C Agreement executed by Unipart Group of Companies Limited Company No. 01994997 and Unipart Rail Limited Company No. 03038418; and

- (iii) the Deed Poll in the form attached at Schedule 26 to the L3C Agreement executed by the L3C Contractor.

3. Amendments to the L3C Agreement

- (a) On and from the Effective Date, the L3C Agreement is amended as set out in Schedule 1.
- (b) Notwithstanding Sydney Trains' previous notice to the L3C Contractor under clause 3.2 of the L3C Agreement issued on 20 December 2018 (**Extension Notice**), the parties acknowledge and agree that:
 - (i) Sydney Trains wishes to extend the term of the L3C Agreement by 5 years from the Effective Date;
 - (ii) the Extension Notice will cease to have any effect from the Effective Date;
 - (iii) from the Effective Date, the Term will immediately be extended until 30 June 2024;
 - (iv) from the Effective Date, the term of the Lease will immediately be extended until 30 June 2024 and the Lease is amended as set out in Schedule 1 of the amended L3C Agreement contained in Schedule 1;
 - (v) the L3C Contractor must on or before the Effective Date provide Sydney Trains with:
 - A. a duly completed and signed Land Property Management Authority variation of lease form to extend the Lease until 30 June 2024; and
 - B. evidence of the policies of insurance required under the L3C Agreement as required by clause 1.10 of Schedule 11; and
 - (vi) if the L3C Contractor fails to comply with clause 3(b)(v)A, the L3C Contractor irrevocably appoints, with effect from the day which is 20 Business Days from the Extension Date, Sydney Trains as its attorney with full power and authority to execute that Land Property Management Authority variation of lease form.

4. Legal opinion

The L3C Contractor must, within 10 Business Days of the date of this deed, provide to Sydney Trains a legal opinion:

- (a) from lawyers to:
 - (i) Unipart Group of Companies Limited Company No. 01994997; and
 - (ii) Unipart Rail Limited Company No. 03038418,

authorised to practice in the place of incorporation of Unipart Group of Companies Limited and Unipart Rail Limited Company, stating that the Deed of Novation is binding and enforceable against each of Unipart Group of Companies Limited and Unipart Rail Limited respectively;
- (b) in favour of Sydney Trains; and

- (c) which is in a form reasonably satisfactory to Sydney Trains.

5. Miscellaneous

5.1 Governing law

This deed is governed by and must be construed according to the law governing the L3C Agreement.

5.2 Further acts

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

5.3 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this deed.

5.4 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

5.5 Entire agreement

To the extent permitted by law and subject to clause 2, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the parties.

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

5.7 Amendments not to affect validity, rights and obligations

- (a) This deed is intended only to vary the L3C Agreement and the Lease and not to terminate, discharge, rescind or replace them.
- (b) The amendments to the L3C Agreement set out in Schedule 1 do not affect the validity or enforceability of the L3C Agreement or any other L3C Transaction Document.
- (c) Nothing in this deed:
 - (i) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the L3C Agreement or any L3C Transaction Document before the Effective Date; or

- (ii) discharges, releases or otherwise affects any liability or obligation arising under the L3C Agreement or any L3C Transaction Document before the Effective Date.

Schedule 1 - Amendments to the L3C Agreement



L3C Agreement

Contract No. WS53007 - Provision of Rolling Stock Level 3 Maintenance and Logistics Services

~~Rail Corporation New South Wales~~ Sydney Trains

ABN 38 284 779 682~~59 325 778 353~~

UGL Unipart Rail Services Pty Ltd

ACN 154 895 940

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KEY DETAILS

1 **Execution Date** [23 December 2011](#)

**Transition In
Commencement Date** 2 January 2012

**L3C Services
Commencement Date** 1 July 2012

Lease Commencement Date 1 July 2012

**Transition Out
Commencement Date** the date determined under clause 32.1(a).

[Extension Date](#) [1 July 2019](#)

2 **Parties**

[RailCorp Sydney Trains](#)

Name

~~Rail Corporation New South Wales Sydney Trains~~

ABN ~~38 284 779 682~~ ~~59 325 778 353~~

Address

~~Level 20, 477 Pitt Street, Sydney NSW 2000~~ ~~Level 18, 477 Pitt St Haymarket NSW 2000~~

L3C Contractor

Name

UGL Unipart Rail Services Pty Ltd

[ACN 154 895 940](#)

Address

Level 10, 40 Miller Street, North Sydney, NSW 2060

3 **Value of the Bond(s) to be
provided**

[Execution Date:](#) [REDACTED]

[REDACTED]

[REDACTED] [\(the Bond\)](#)

BACKGROUND

- A. ~~RailCorp's Sydney Trains'~~ principal objective is to deliver safe and reliable passenger services in New South Wales in an efficient, effective and financially responsible manner.
- B. As a part of the delivery of safe and reliable passenger services, ~~RailCorp~~Sydney Trains requires the provision of rolling stock maintenance, logistics and purchasing services to continue on and from 1 July 2012.
- C. The provision of timely, effective, efficient and integrated L3C Services is fundamental to ~~RailCorp~~Sydney Trains in delivering its required passenger service outcomes.
- D. The L3C Contractor warrants and represents to ~~RailCorp~~Sydney Trains that it has the skill, experience, expertise and resources necessary, and that it is ready and willing, to provide the L3C Services.
- E. ~~RailCorp~~Sydney Trains, in reliance upon the L3C Contractor's representations and warranties, wishes to engage the L3C Contractor to provide the L3C Services on the terms of this L3C Agreement.
- F. ~~Rail Corporation New South Wales and the L3C Contractor entered into the L3C Agreement on 23 December 2011.~~
- G. ~~On or around 1 July 2013, Rail Corporation New South Wales' interest in the L3C Agreement was transferred to Sydney Trains pursuant to a direction given under section 94 of the Transport Administration Act 1988 (NSW).~~
- H. ~~Rail Corporation New South Wales remains the owner of the Site, any fixtures on the Site, and the Cars.~~
- I. ~~Sydney Trains and the L3C Contractor agreed to vary the L3C Agreement and entered into:~~
- ~~(a) a Deed of Variation dated in or around May 2015; and~~
 - ~~(b) a Deed of Extension and Variation dated on or around 1 July 2019 to vary the L3C Agreement and extend the Term.~~

~~E.~~

TERMS

1. Objectives and commitments

1.1 ~~RailCorp~~Sydney Trains L3C Purpose and Strategic Intent

Without limiting or otherwise restricting any other term of this L3C Agreement, ~~RailCorp~~Sydney Trains is entering into this L3C Agreement to ensure that the rolling stock maintenance logistics and purchasing services:

- (a) comply with all Laws, Standards and ~~RailCorp~~Sydney Trains' requirements in connection with:
 - (i) train safety and reliability;
 - (ii) ~~work~~occupational health and safety;
 - (iii) customer service levels; and

- (iv) environment and sustainability;
- (b) are performed in an environment of continuous improvement with a commitment to working to:
 - (i) achieve Best Practice for railway car and component part maintenance and logistics and inventory management;
 - (ii) maximise Car availability, and optimise L3C Inventory, to meet [RailCorp Sydney Trains's](#) operational requirements;
 - (iii) minimise its working capital; and
 - (iv) achieve overall best value for money;
- (c) provide a durable, flexible and robust framework that:
 - (i) responds rapidly to changing circumstances; and
 - (ii) anticipates and accommodates key uncertainties, particularly in relation to [RailCorp Sydney Trains's](#) requirements for the Relevant Electric Fleet and the Diesel Fleet numbers and the scope of the maintenance requirements for those fleets;
- (d) provide outcomes in accordance with NSW Government ~~and RailCorp~~ Procurement Guidelines;
- (e) provide accountability and responsibility for Cars re-entering service;
- (f) provide safe and reliable Cars and L3C Inventory; and
- (g) provide a process that is fair and equitable to industry,
(the [Sydney Trains L3C Purpose and Strategic Intent](#)).

1.2 Cooperation

The Parties in undertaking their respective obligations will:

- (a) work together to assist [RailCorp Sydney Trains](#) to achieve the [RailCorp Sydney Trains](#) L3C Purpose and Strategic Intent;
- (b) work collectively and collaboratively with each other and any Other Contractors;
- (c) work in a way which promotes high levels of communication, co-operation and trust between [RailCorp Sydney Trains](#), the L3C Contractor and any Other Contractors; and
- (d) take a cooperative approach to issues which arise in respect of this L3C Agreement to ensure, as far as possible, an agreed mutually beneficial resolution of those issues consistent with the standards and risks set out and allocated in this L3C Agreement.

1.3 Agreements to be entered into by the parties

To assist [RailCorp Sydney Trains](#) in achieving the [RailCorp Sydney Trains](#) L3C Purpose and Strategic Intent, the parties must enter into the:

- (a) Lease contemplated by clause 4.5;

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- (b) Access Licence contemplated by clause 4.6;
 - (c) [Not used];
 - (d) Cooperation and Interface Agreement contemplated by clause 4.8(a)(i); and
 - (e) Transition Out Deed contemplated by clause 32.1(b)(iv).

1.4 Preliminary Conditions

- (a) If a Preliminary Condition has not been satisfied (or waived under clause 1.5 of this L3C Agreement) by 11.59pm on the Transition In Commencement Date, then the [RailCorp Sydney Trains](#) Representative may give notice to the L3C Contractor that it is terminating this L3C Agreement with immediate effect.
- (b) If this L3C Agreement is terminated pursuant to this clause 1.4 then no party will have any Claim against any other party under or in connection with the L3C Transaction Documents.

1.5 Waiver of Preliminary Conditions

The L3C Contractor acknowledges and agrees that a Preliminary Condition under this L3C Agreement is waived if, and only if, the [RailCorp Sydney Trains](#) Representative notifies the L3C Contractor in writing that [RailCorp Sydney Trains](#) waives that Preliminary Condition.

1.6 Omission of L3C Services

[RailCorp Sydney Trains](#) acknowledges and agrees that it will not Direct a Variation omitting from the L3C Services the obligation on the L3C Contractor to procure the L3C Inventory required for a CCO of a particular type of Set unless [RailCorp Sydney Trains](#) also, or has previously, Directed a Variation omitting the CCO for that particular type of Set from the L3C Services.

2. Definitions and Interpretation

2.1 Definitions

In this L3C Agreement, capitalised words have the meanings set out in the Definitions and Acronyms in Schedule 23, unless the context requires otherwise.

2.2 Rules for interpreting this L3C Agreement

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this L3C Agreement, except where the context makes it clear that a rule is not intended to apply:

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) this L3C Agreement includes a reference to the schedules (including for the avoidance of doubt the SPTR);
 - (iii) a clause is a reference to a clause in this L3C Agreement or, if a reference to a clause states that it is a clause in a Schedule to this L3C Agreement, to a clause in that Schedule of this L3C Agreement;

- (iv) a Schedule is a reference to a schedule to this L3C Agreement unless that reference states otherwise;
 - (v) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (vi) a party to this L3C Agreement or to any other deed or agreement includes a permitted substitute or a permitted assign of that party;
 - (vii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (viii) dollars or \$ is to an amount in Australian currency, unless stated otherwise.
- (b) A singular word includes the plural, and vice versa.
 - (c) A word which suggests one gender includes the other gender.
 - (d) If a word is defined, any variant of that word has a corresponding meaning.
 - (e) A reference to a Standard is a reference to the version current as at the ~~Execution Date~~Extension Date.
 - (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing. The words "include" and "including" (and any variants of those words) must be read as if followed by the words "without limitation".
 - (g) The words "agreement" and "contract" include an undertaking or other binding arrangement or understanding, whether or not in writing.
 - (h) The words "subsidiary" and "holding company" have the same meanings as in the Corporations Act.
 - (i) ~~Where there are~~Any references to the L3C Services, Concept Design, Design Documentation, or any other thing, being fit for its intended purpose (or any similar reference) will be read as referring to the purpose:
 - (i) having regard to Sydney Trains' objective of operating and maintaining a safe, reliable, effective and efficient rail network; or
 - (ii) stated in or reasonably ascertainable from:
 - A. this L3C Agreement; and
 - ~~(+)B.~~ to the extent relevant for determining the purpose in connection with a Variation, the Variation Direction provided by Sydney Trains to the L3C Contractor pursuant to clause 22.1, being fit for purpose, the purposes are the purposes as stated in or reasonably ascertainable from this L3C Agreement as at the Execution Date.
 - (j) All references to "shall" must be construed as references to "must".
 - (k) Without limiting or otherwise restricting clause 2.2(i), for the L3C Services, or any other thing, to be fit for purpose, they must be performed in a manner which assists

RailCorpSydney Trains in being able to achieve the RailCorpSydney Trains L3C Purpose and Strategic Intent.

(l) Where the L3C Contractor may exercise its consent, or provide an opinion, under this L3C Agreement, the L3C Contractor must exercise its consent, or form such opinion, reasonably.

(m) Notwithstanding any other clause, word or phrase that may indicate a contrary intention, each of the parties intend that this document be, and take effect as, a deed.

(n) A reference to any Authority, institute, association or body is:

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

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

2.3 Contra proferentem

This L3C Agreement is not to be interpreted against the interests of a party merely because that party proposed this L3C Agreement or some provision in it or because that party relies on a provision of this L3C Agreement to protect itself.

2.4 Priority of documents

Subject to a contrary Direction by the RailCorpSydney Trains Representative under clause 2.5, the following priority of documents applies if there is any ambiguity, discrepancy or inconsistency in, or between, the documents comprising this L3C Agreement, the Lease or the Access Licence:

(a) where the ambiguity, discrepancy or inconsistency is in the documents which make up this L3C Agreement, the Lease or the Access Licence, the following order of priority will apply (with the document mentioned first having higher priority):

(i) clauses 1 to 44.4 of this L3C Agreement and Schedule 4, Schedule 5, Schedule 11 and Schedule 23;

(ii) Schedule 20;

(iii) the Lease and the Access Licence;

(iv) the SPTR in Schedule 24; and

(v) Schedule 3, Schedule 6 to Schedule 10, and Schedule 12 to Schedule 19, Schedule 21, Schedule 22 and Schedule 25 of this L3C Agreement;

(b) to the extent that clause 2.4(a) does not resolve the ambiguity, discrepancy or inconsistency and the ambiguity, discrepancy or inconsistency relates to the required standard or quality of the L3C Services, or the carrying out of the L3C Services, the L3C Contractor must comply with the highest standard or quality specified; and

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- (c) where the ambiguity, discrepancy or inconsistency is between figured and scaled dimensions, the figured dimensions will prevail.

2.5 Ambiguous terms

- (a) If the [RailCorpSydney Trains](#) Representative considers, or the L3C Contractor Representative notifies the [RailCorpSydney Trains](#) Representative in writing that it considers there is an ambiguity, discrepancy or inconsistency in, or between, the documents comprising this L3C Agreement, the Lease or the Access Licence, the [RailCorpSydney Trains](#) Representative must Direct the interpretation of this L3C Agreement which the L3C Contractor must follow, in accordance with the priority of documents specified in clause 2.4.
- (b) In giving a Direction in accordance with clause 2.5(a), the [RailCorpSydney Trains](#) Representative is not required to determine whether or not there is an ambiguity or discrepancy or inconsistency in, or between, the documents comprising this L3C Agreement, the Lease or the Access Licence.
- (c) Any Direction which the [RailCorpSydney Trains](#) Representative gives in accordance with clause 2.5(a) does not in any way lessen or otherwise affect:
- (i) the L3C Contractor's obligations under this L3C Agreement, the Lease, the Access Licence or according to Law; or
 - (ii) [RailCorpSydney Trains's](#) rights against the L3C Contractor, whether under this L3C Agreement, the Lease, the Access Licence or according to Law.
- (d) The L3C Contractor must not make, and [RailCorpSydney Trains](#) will not be liable upon, any Claim in connection with any Direction given by the [RailCorpSydney Trains](#) Representative under clause 2.5(a).

2.6 Language

All communications (including all documents, deliverables, tools, manuals, equipment labels, instructions and drawings of any kind) between the parties to this L3C Agreement must be in English.

2.7 Joint and several liability

- (a) The obligations of the L3C Contractor, if more than one person, under this L3C Agreement, are joint and several and each person constituting the L3C Contractor acknowledges and agrees that it will be responsible for the acts and omissions (including breaches of this L3C Agreement) of the other as if those acts or omissions were its own.
- (b) The rights of the L3C Contractor, if more than one person, under this L3C Agreement (including the right to payment) jointly benefit each person constituting the L3C Contractor (and not severally or jointly and severally).
- (c) A payment by [RailCorpSydney Trains](#) under this L3C Agreement to an account nominated in writing by the L3C Contractor, or failing such nomination, to any one or more persons constituting the L3C Contractor, will be deemed to be payment to all persons constituting the L3C Contractor.
- (d) The L3C Contractor may not exercise any right under this L3C Agreement unless that right is exercised concurrently by all persons constituting the L3C Contractor.

3. Term

3.1 Term

This L3C Agreement commences on the Execution Date and will, subject to earlier termination in accordance with its terms, continue for the Term.

3.2 Net used ~~Option to extend the Term~~

- (a) ~~Subject to clause 3.2(c), RailCorp may from time to time but no later than the date that is 6 months before the date on which the Term would otherwise expire, provide the L3C Contractor with a notice stating that RailCorp wishes to extend the Term by the period stated in that notice. Any such notice must state that it is a notice given under this clause 3.2.~~
- (b) ~~If RailCorp provides the L3C Contractor with a notice under this clause 3.2:~~
- (i) ~~the Term will immediately be extended by the period stated in that notice from the date on which the Term would otherwise have expired if no such notice had been provided;~~
 - (ii) ~~the L3C Contractor must, within 20 Business Days of the day on which RailCorp provides that notice, provide RailCorp with:~~
 - A. ~~a duly completed and signed Land Property Management Authority variation of lease form to extend the Lease by the corresponding period; and~~
 - B. ~~evidence of the policies of insurance required under this L3C Agreement as required by clause 1.10 of Schedule 11.~~
- (c) ~~Unless otherwise agreed by the parties, RailCorp may not extend the Term so that it becomes a period longer than 12 years by providing notices under clause this 3.2.~~
- (d) ~~If the L3C Contractor fails to provide RailCorp with a duly completed and signed Land Property Management Authority variation of lease form as required by clause 3.2(b)(ii)A, the L3C Contractor irrevocably appoints, with effect from the day which is 20 Business Days from the first Business Day of the extended Term, RailCorp as its attorney with full power and authority to execute that Land Property Management Authority variation of lease form.~~

3.3 Benchmarking notice ~~Not used~~

~~RailCorp must provide a notice to the L3C Contractor on, or after, the fifth anniversary of the L3C Services Commencement Date which requests the L3C Contractor to comply with the requirements of clauses 3.4, 3.5 and 3.6. RailCorp may provide a notice to the L3C Contractor on, or after, the fifth anniversary of the L3C Services Commencement Date which requests the L3C Contractor to comply with the requirements of clause 3.7. The L3C Contractor must comply with any such notice and the corresponding clause. The parties will not be required to comply with the requirements of clause 3.4, clause 3.5, clause 3.6 or clause 3.7 more than once during the Term.~~

3.4 Benchmarking of Component Parts ~~Not used~~

- (a) ~~Once RailCorp has provided a notice under clause 3.3 requiring the price of certain Component Parts to be benchmarked, the prices of the Component Parts listed in that notice must be benchmarked in accordance with this clause 3.4.~~

~~(b) The L3C Contractor must:~~

~~(i) within 20 Business Days of RailCorp providing a notice under clause 3.3 which provides for the benchmarking of Component Parts:~~

~~A. commence a tender process reasonably acceptable to RailCorp (without limiting clause 3.4(c)) to obtain separate tenders from no fewer than 3 people that can supply each Component Part listed in RailCorp's notice in accordance with this L3C Agreement (or, to the extent that there are fewer than 3 such people, the L3C Contractor must use reasonable endeavours to obtain quotations from as many such people as possible) providing quotations for each listed Component Part and the quotation must be:~~

- ~~1) inclusive of all costs, charges, fees and loss adjustment factors which the person proposes to pass on to the L3C Contractor;~~
- ~~2) fixed and valid for the period commencing on the expiry of the Initial Term and expiring on the day 5 years after the expiry of the Initial Term; and~~
- ~~3) based upon forecast Component Part requirements set out in the most recent L3C Program endorsed by the Governance Board under clause 20.1(j);~~

~~(ii) permit RailCorp to review all materials that are submitted in the process of obtaining tenders and provide any other information that RailCorp reasonably requires;~~

~~(iii) demonstrate to the reasonable satisfaction of RailCorp that each person it intends to select as a result of the tender process is the best choice having regard to:~~

~~A. the price quoted in the prevailing market conditions; and~~

~~B. the experience, capability, financial and regulatory standing of that person; and~~

~~(iv) within 90 Business Days (or such other time as reasonably agreed between the parties) of RailCorp providing a notice under clause 3.3 in respect of this clause 3.4, select a person to supply each Component Part listed in that notice who is acceptable to RailCorp from the people who have provided tenders to the L3C Contractor pursuant to this clause 3.4.~~

~~(c) For the purposes of any tender process required under this clause 3.4:~~

~~(i) RailCorp may (but is not obliged to) specify:~~

~~A. the dates for the commencement and conclusion of a tender process;~~

~~B. the manner of advertising the request for tender and the means of identifying prospective tenderers;~~

- C. ~~the evaluation criteria to be applied to the assessment of tenders;~~
 - D. ~~the required financial standing of prospective tenderers;~~
 - E. ~~the level of experience of prospective tenderers;~~
 - F. ~~the required tender validity period;~~
 - G. ~~the information that tenderers are required to provide in their responses to a request for tender; and~~
 - H. ~~(acting reasonably) the terms and conditions of the relevant supply agreement that prospective tenders will agree to enter into with the L3C Contractor (or specify that such terms and conditions must be substantially the same as the terms and conditions of any previous or existing supply agreement); and~~
- (ii) ~~the L3C Contractor will retain primary responsibility for undertaking the tender process including retaining primary responsibility for:~~
- A. ~~the preparation of the tender documents and collation of the information required to be provided to prospective tenderers;~~
 - B. ~~general management of the tender process such as co-ordinating meetings and advertising or compiling the list of prospective tenderers and notifying tenderers to be invited to submit tenders; and~~
 - C. ~~evaluating the tender responses received by the L3C Contractor; and~~
- (iii) ~~RailCorp will have the right to object to the selection of any person as a prospective tenderer if RailCorp reasonably believes:~~
- A. ~~that person does not (or could not reasonably be considered to) comply with any of the requirements of this L3C Agreement; or~~
 - B. ~~the selection of that person as a prospective tenderer would give rise to a potential or perceived conflict of interest.~~

3.5 **Benchmarking of the Management Payment** Not used

- (a) ~~Once RailCorp has provided a notice under clause 3.3 requiring that the price of all of the management fees which form part of the Management Payment are to be benchmarked:~~
- (i) ~~the price of the management fees listed in that notice must be benchmarked in accordance with this clause 3.5;~~
 - (ii) ~~RailCorp will procure the carrying out of a Benchmarking Report for the relevant management fees by the Benchmark Consultant; and~~
 - (iii) ~~before the earlier of the day:~~
 - A. ~~on which the Benchmark Report is produced by the Benchmark Consultant; and~~

~~B. 90 Business Days after RailCorp provides the relevant notice under clause 3.3,~~

~~a party may provide the Benchmark Consultant and the other party with a Benchmark Proposal.~~

~~(b) The Benchmark Consultant will produce the Benchmark Report required under clause 3.5(a):~~

~~(i) with regard to:~~

~~A. any Benchmark Proposal provided a party to the Benchmark Consultant and the other party in accordance with clause 3.5(a)(iii); and~~

~~B. the amounts that third parties charge for providing services substantially similar in their nature and quantity to the aspects and components of the L3C Services that the L3C Contractor provides in return for the relevant management fees which form part of the Management Payment and taking into account the terms of the L3C Agreement; and~~

~~(ii) in accordance with the then current Australian accounting standards issued by the Australian Accounting Research Foundation on behalf of the professional accounting bodies.~~

~~(c) The cost of any Benchmark Report prepared pursuant to clause 3.5(b) will be borne by RailCorp.~~

~~(d) The L3C Contractor must, at its cost, co-operate with RailCorp and the Benchmark Consultant and provide RailCorp and the Benchmark Consultant with any reasonable assistance required by RailCorp or the Benchmark Consultant during the carrying out of the Benchmark Report.~~

3.6 ~~Benchmarking of the L3C Services relating to labour rates~~ Not used

~~(a) Once RailCorp has provided a notice under clause 3.3 requiring that the prices for all aspects and components of the L3C Services relating to labour rates are to be benchmarked:~~

~~(i) all prices for all aspects and components of the L3C Services relating to labour rates must be benchmarked in accordance with this clause 3.6:~~

~~(ii) RailCorp must procure the carrying out of a Benchmarking Report by the Benchmark Consultant for all aspects and components of the L3C Services relating to labour rates; and~~

~~(iii) before the earlier of the day:~~

~~A. on which the Benchmark Report is produced by the Benchmark Consultant; and~~

~~B. 90 Business Days after RailCorp provides the relevant notice under clause 3.3,~~

~~a party may provide the Benchmark Consultant and the other party with a Benchmark Proposal.~~

- ~~(b) The Benchmark Consultant will produce the Benchmark Report required under clause 3.6(a)(ii):~~
- ~~(i) with regard to:~~
- ~~A. any Benchmark Proposal in accordance with clause 3.6(a)(iii); and~~
- ~~B. any factor which the Benchmark Consultant considers ought to be considered in order to ascertain the then current market price for the aspects and components of the L3C Services listed in RailCorp's notice and taking into account the terms and conditions of the L3C Agreement; and~~
- ~~(ii) in accordance with the then current Australian accounting standards issued by the Australian Accounting Research Foundation on behalf of the professional accounting bodies.~~
- ~~(c) The cost of each Benchmark Report prepared pursuant to clause 3.6(b) will be borne by RailCorp.~~
- ~~(d) The L3C Contractor must, at its cost, co-operate with RailCorp and the Benchmark Consultant and provide RailCorp and the Benchmark Consultant with any reasonable assistance required by RailCorp or the Benchmark Consultant during the carrying out of the Benchmark Report.~~

3.7 ~~Benchmarking of other aspects of the L3C Services~~ Fee Not used

- ~~(a) If a notice issued by RailCorp under clause 3.3 specifies that the prices for aspects and components of the L3C Services (other than those the subject of clause 3.4, clause 3.5 or clause 3.6) are to be benchmarked then:~~
- ~~(i) the prices for aspects and components of the L3C Services listed in RailCorp's notice must be benchmarked in accordance with this clause 3.7;~~
- ~~(ii) RailCorp must procure the carrying out of a Benchmarking Report by the Benchmark Consultant for the prices for the aspects and components of the L3C Services listed in that notice; and~~
- ~~(iii) before the earlier of the day:~~
- ~~A. on which the Benchmark Report is produced by the Benchmark Consultant; and~~
- ~~B. 90 Business Days after RailCorp provides the relevant notice under clause 3.3;~~
- ~~a party may provide the Benchmark Consultant and the other party with a Benchmark Proposal.~~
- ~~(b) The Benchmark Consultant will produce the Benchmark Report required under clause 3.7(a)(ii):~~
- ~~(i) with regard to:~~
- ~~A. any Benchmark Proposal in accordance with clause 3.7(a)(iii); and~~

- B. ~~any factor which the Benchmark Consultant considers ought to be considered in order to ascertain the then current market price for the aspects and components of the L3C Services listed in RailCorp's notice and taking into account the terms and conditions of the L3C Agreement; and~~
- (ii) ~~in accordance with the then current Australian accounting standards issued by the Australian Accounting Research Foundation on behalf of the professional accounting bodies.~~
- (c) ~~The cost of each Benchmark Report prepared pursuant to clause 3.7(b) will be borne by RailCorp.~~
- (d) ~~The L3C Contractor must, at its cost, co-operate with RailCorp and the Benchmark Consultant and provide RailCorp and the Benchmark Consultant with any reasonable assistance required by RailCorp or the Benchmark Consultant during the carrying out of the Benchmark Report.~~

3.8 ~~Adjustment of L3C Services Fee~~Not used

- (a) ~~RailCorp must procure that the Benchmark Consultant provides reasons to RailCorp and the L3C Contractor if the Benchmark Consultant disagrees in any material respect with any Benchmark Proposal provided in accordance with clause 3.5(a)(iii), clause 3.6(a)(iii) or clause 3.7(a)(iii) (as the case may be).~~
- (b) ~~If either party is of the reasonable opinion that any:~~
 - (i) ~~quotation provided by each person selected in accordance with clause 3.4(b)(iv); or~~
 - (ii) ~~adjustment to the prices or rates for the aspects and components of the L3C Services set out in any Benchmark Report produced under clauses 3.5, 3.6 or 3.7,~~

~~is incorrect, that party must provide the other party with a notice setting out the issues which the first party believes must be resolved in order to correct the quotation or adjustment (as the case may be) within 20 Business Days of the relevant person being selected under clause 3.4(b)(iv) or the relevant Benchmark Report being produced (as the case may be).~~
- (c) ~~If a party provides a notice under clause 3.8(b), those issues must be referred to the Governance Board for determination in accordance with clause 42.~~
- (d) ~~The parties acknowledge and agree that the:~~
 - (i) ~~quotations provided by each person selected in accordance with clause 3.4(b)(iv) as adjusted by any determination of the Governance Board; and~~
 - (ii) ~~adjustments to the prices for the aspects and components of the L3C Service set out in any Benchmark Report produced under clauses 3.5, 3.6 or 3.7 as adjusted by any determination of the Governance Board,~~

~~will replace the corresponding price for that aspect or component of the L3C Services Fee on and from the date on which the Initial Term expires, and the L3C Services Fee will be amended to reflect that adjustment from that date.~~

4. Obligations

4.1 Obligations of RailCorp Sydney Trains

RailCorp Sydney Trains will:

- (a) appoint the RailCorp Sydney Trains Representative;
- (b) participate in the Governance Board;
- (c) appoint RailCorp Sydney Trains's Associates to participate in the planning, management and engineering groups required under the SPTR and as agreed by the parties from time to time;
- (d) provide the L3C Contractor with a rolling program of anticipated L3C Services as required under clause 20;
- (e) make Cars and Rotable Parts available to the L3C Contractor; and
- (f) pay the L3C Contractor,

in accordance with this L3C Agreement.

4.2 RailCorp Sydney Trains as an Authority

The L3C Contractor acknowledges and agrees that:

- (a) this L3C Agreement will not restrict or affect the unfettered discretion of RailCorp Sydney Trains or any other Rail Transport Agency to exercise any of its statutory functions or powers; ~~and~~
- (b) subject to clause 4.2(c), anything Sydney Trains RailCorp or any other Rail Transport Agency does, fails to do or purports to do, pursuant to ~~their~~ statutory functions and powers (including the discretion to issue a Rail Industry Safety Induction Certificate) will be deemed to not be an act or omission of Sydney Trains RailCorp under or in connection with this L3C Agreement (including a breach of contract) and the L3C Contractor is not entitled to, and must not make and Sydney Trains RailCorp will not be liable for any Claim against Sydney Trains RailCorp in connection with such statutory functions or powers; ~~and~~.
- (c) clause 4.2(b) does not limit any liability which RailCorp Sydney Trains would have had to the L3C Contractor for any Claim by the L3C Contractor in accordance with the L3C Transaction Documents as a result of a breach by RailCorp Sydney Trains of a term of any of the L3C Transaction Documents.

4.3 Obligations of the L3C Contractor

The L3C Contractor will:

- (a) appoint the L3C Contractor Representative;
- (b) participate in the Governance Board;
- (c) provide the L3C Services; and
- (d) promptly inform RailCorp Sydney Trains of any issues arising in the provision of the L3C Services insofar as those issues may have an adverse impact on the

interoperability, certification, efficient operation or dependability of the L3C Services,

in accordance with this L3C Agreement.

4.4 **RailCorpSydney Trains Works and Private Services**

- (a) [RailCorpSydney Trains](#), and [RailCorpSydney Trains's](#) Associates, may:
- (i) access the Project Shop in accordance with the Access Licence; and
 - (ii) carry out the [RailCorpSydney Trains](#) Works in accordance with this L3C Agreement.
- (b) Subject to:
- (i) the L3C Contractor's obligations to provide the L3C Services; and
 - (ii) [RailCorpSydney Trains's](#) right to carry out the [RailCorpSydney Trains](#) Works,

the L3C Contractor may provide Private Services from the Site in accordance with this L3C Agreement.

4.5 **Lease**

On the Lease Commencement Date, [Sydney Trains must procure that](#) RailCorp ~~must grants~~, and the L3C Contractor must take, the lease substantially in the form attached to this L3C Agreement at Schedule 1.

4.6 **Access Licence**

On the Lease Commencement Date, the L3C Contractor must grant, and [Sydney TrainsRailCorp](#) must take, the access licence substantially in the form attached to this L3C Agreement at Schedule 2.

4.7 **Execution of the Lease and the Access Licence**

- (a) Simultaneously with the execution and delivery of this L3C Agreement, the L3C Contractor must execute the:
- (i) lease substantially in the form attached to this L3C Agreement at Schedule 1 (prior to completion of the Lease under clause 4.7(b)); and
 - (ii) access licence substantially in the form attached to this L3C Agreement at Schedule 2.
 - (iii) [Not used]

and provide 2 copies of each agreement to [RailCorp-Sydney Trains](#) together with evidence of insurances that are required to be taken out by the L3C Contractor under this L3C Agreement.

- (b) On or after the Execution Date, [the L3C Contractor authorises](#) RailCorp ~~is authorised~~ to complete the Lease by having its solicitor make any amendment to the Lease to comply with any formal requirement for registration or as otherwise may be agreed in writing by the parties.

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- (c) Promptly upon [Sydney Trains](#) [RailCorp](#) receiving the agreements contemplated by clause 4.7(a), RailCorp or Sydney Trains (as applicable) will:
- (i) execute both copies of each of those agreements;
 - (ii) promptly stamp (if required) and register the Lease; and
 - (iii) return a copy of each of those agreements to the L3C Contractor.

4.8 Cooperation and Interface Agreement and Safety Interface Agreements

- (a) The L3C Contractor must, within 10 Business Days of being Directed to do so by the [RailCorp](#) [Sydney Trains](#) Representative, execute and deliver to the [RailCorp](#) [Sydney Trains](#) Representative:
- (i) any Cooperation and Interface Agreement; and
 - (ii) a Safety Interface Agreement.
- (b) The L3C Contractor acknowledges and agrees that it must also enter into a safety interface agreement with each person with whom it has an interface as defined by the Rail Safety [National Law Act](#).

4.9 Electricity supply

- (a) The L3C Contractor acknowledges that RailCorp owns the electricity infrastructure located at the Site.
- (b) The L3C Contractor will need to enter into arrangements for the supply of electricity to the Site with either:
- (i) [RailCorp](#) [Sydney Trains](#) in the form of an Electricity Supply Agreement; or
 - (ii) _____ a relevant public utility provider.

4.10 Deed Poll

The L3C Contractor must, within 5 Business Days of the Extension Date, provide to Sydney Trains an executed deed poll in favour of Transport for NSW, RailCorp and NSW Trains in the form set out in Schedule 26.

5. Relationship of the parties

5.1 Independent L3C Contractor

[RailCorp](#) [Sydney Trains](#) and the L3C Contractor acknowledge and agree that:

- (a) in the carrying out of its obligations under this L3C Agreement, the L3C Contractor:
- (i) is an independent contractor;
 - (ii) is not an agent or employee of [RailCorp](#) [Sydney Trains](#); and
 - (iii) is not a partner or joint venturer of [RailCorp](#) [Sydney Trains](#); and
- (b) nothing in this L3C Agreement or any circumstances associated with it or its performance gives rise to any relationship of agency, partnership or employer and

employee between [RailCorpSydney Trains](#) and the L3C Contractor or between [RailCorpSydney Trains](#) and any personnel of the L3C Contractor.

5.2 [RailCorpSydney Trains](#) Representative

- (a) [RailCorpSydney Trains](#) must ensure that at all times there is a [RailCorpSydney Trains](#) Representative who may:
 - (i) exercise all of the powers of [RailCorpSydney Trains](#) under the L3C Transaction Documents; and
 - (ii) by notice in writing to the L3C Contractor delegate any of the [RailCorpSydney Trains](#) Representative's powers, except the power to delegate. The parties acknowledge and agree that the [RailCorpSydney Trains](#) Contract Manager has been appointed as a delegate by the [RailCorpSydney Trains](#) Representative in accordance with this clause 5.2; and
- (b) [RailCorpSydney Trains](#) may replace the [RailCorpSydney Trains](#) Representative from time to time. If [RailCorpSydney Trains](#) replaces the [RailCorpSydney Trains](#) Representative, it will provide the L3C Contractor with prompt notice of the replacement [RailCorpSydney Trains](#) Representative's details.

5.3 Directions by [RailCorpSydney Trains](#) Representative

- (a) The [RailCorpSydney Trains](#) Representative must issue any Direction to the L3C Contractor in writing except where otherwise specified in this L3C Agreement.
- (b) The L3C Contractor must comply, and ensure that its Associates comply, with all ~~reasonable~~ instructions given by [RailCorpSydney Trains](#) or the [RailCorpSydney Trains](#) Representative with respect to the carrying out of the L3C Contractor's obligations under the L3C Transaction Documents.

5.4 L3C Contractor Representative

- (a) The L3C Contractor must ensure that at all times there is a L3C Contractor Representative who:
 - (i) oversees the carrying out of the L3C Contractor's obligations under the L3C Transaction Documents;
 - (ii) acts as the authorised representative of the L3C Contractor; and
 - (iii) is available (or has a delegate notified in writing to [RailCorpSydney Trains](#) that is available) on a 24 hours a day, 7 days a week, basis to liaise with the [RailCorpSydney Trains](#) Representative.
- (b) The L3C Contractor Representative may appoint more than one delegate for the purposes of this clause 5.4. The parties acknowledge and agree that the L3C Contractor Contract Manager has been appointed as a delegate by the L3C Contractor Representative in accordance with this clause 5.4.
- (c) The L3C Contractor Representative may:
 - (i) exercise all of the powers of the L3C Contractor under the L3C Transaction Documents; and
 - (ii) by notice in writing to [RailCorpSydney Trains](#) delegate any of its powers except the power to delegate.

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- (d) The L3C Contractor may replace the L3C Contractor's Representative with the approval of [RailCorpSydney Trains](#), which approval [RailCorpSydney Trains](#) may withhold with reference to the criteria set out in clause 16.2(d).
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6. Representations and warranties

6.1 [RailCorpSydney Trains](#) representations and warranties

[RailCorpSydney Trains](#) represents and warrants that, at the ~~Execution Date~~[Extension Date](#):

- (a) it is a statutory body validly constituted and existing under the Transport Administration Act; and
- (b) this L3C Agreement constitutes a valid and legally binding obligation in accordance with its terms.

6.2 L3C Contractor representations and warranties

The L3C Contractor represents and warrants that, at the Execution Date:

- (a) if it is a corporation, it is a corporation limited by shares under the Corporations Act;
- (b) it has full legal capacity to enter into the L3C Transaction Documents and to do all things which can be reasonably contemplated as being required by the L3C Transaction Documents;
- (c) all necessary action has been, or will be, taken by the L3C Contractor to enter into the L3C Transaction Documents and to render each L3C Transaction Document binding on, and legally enforceable against, the L3C Contractor in accordance with its terms;
- (d) each L3C Transaction Document has been sanctioned by and complies with all necessary authorisations whether required by Law, governmental policy or administrative requirement or by any contract, order or award binding on the L3C Contractor;
- (e) each L3C Transaction Document does not violate any Law or any authorisation held by the L3C Contractor or any contract, order or award binding on the L3C Contractor;
- (f) it is not aware of any act, matter, thing or circumstance by reason of which the L3C Contractor is not able to perform its obligations under each L3C Transaction Document;
- (g) it is not a trustee of any trust and none of the assets of the L3C Contractor used or to be used in undertaking its obligations under any L3C Transaction Document are held on trust for the benefit of any person;
- (h) the obligations under the L3C Transaction Documents will be carried out in a safe, proper, competent and professional manner with due skill, care and attention by appropriately qualified and licensed personnel;
- (i) it will not do or permit to be done anything which might damage the name or reputation of [RailCorpSydney Trains](#) or result in [RailCorpSydney Trains](#) unreasonably being subjected to adverse public criticism or becoming the subject of any official investigation;
- (j) it will not engage in any conduct that is illegal, defamatory, obscene, false, misleading or deceptive or likely to be-mislead or deceive;

- (k) it has not entered into any licence, agreement, arrangement or understanding with any person which conflicts with the obligations of the L3C Contractor under any L3C Transaction Document; and
- (l) any information supplied to [RailCorp Sydney Trains](#) by the L3C Contractor at any time is true and correct and not misleading in any material particular.

6.3 Conflicts of interest and fair dealing

The L3C Contractor represents and warrants that as at the Execution Date:

- (a) no relationship other than as specified in clause 6.3(b) exists between:
 - (i) on the one hand, the L3C Contractor and any Associate of the L3C Contractor; and
 - (ii) on the other hand, any employee or representative of [RailCorp Sydney Trains](#); and
- (b) all family, friendship and commercial relationships between the L3C Contractor and any Associate of the L3C Contractor on the one hand, and any employee or representative of [RailCorp Sydney Trains](#) on the other hand were disclosed in writing by the L3C Contractor to [RailCorp Sydney Trains](#) prior to the Execution Date.

6.4 Probity warranties

The L3C Contractor represents and warrants that:

- (a) it will act honestly and fairly when carrying out its obligations under the L3C Transaction Documents and when dealing with third parties in relation to the carrying out of the obligations under the L3C Transaction Documents;
- (b) it will be ethical and impartial when carrying out its obligations under the L3C Transaction Documents and when dealing with third parties in relation to the carrying out of the obligations under the L3C Transaction Documents;
- (c) it will act honestly, fairly and impartially in relation to all potential suppliers of goods or services to [Sydney Trains RailCorp](#); and
- (d) it has effective systems, policies and procedures to ensure compliance with [RailCorp's Transport for NSW's Statement of Business Ethics](#) (which forms part of [RailCorp Sydney Trains's Rules and Procedures](#)).

7. L3C Services

7.1 SPTR

The L3C Contractor represents and warrants to [RailCorp Sydney Trains](#) that subject to clause 7.6(b):

- (a) it has checked, examined and carefully considered the SPTR;
- (b) it has satisfied itself as to the appropriateness, suitability and adequacy of the L3C Services set out in the SPTR to assist [RailCorp Sydney Trains](#) to achieve the [RailCorp Sydney Trains](#) L3C Purpose and Strategic Intent;
- (c) it has satisfied itself that there are no ambiguities, discrepancies or inconsistencies in or between the SPTR and the other parts of this L3C Agreement;

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- (d) the SPTR is proper, adequate and fit for the purpose of enabling the L3C Contractor to provide the L3C Services in accordance with this L3C Agreement; and
 - (e) the use of, or reliance on, the SPTR does not affect any of its obligations under this L3C Agreement and the L3C Contractor is not entitled to, and must not make, any Claim arising under, out of or in connection with the SPTR otherwise than as set out in this L3C Agreement.

7.2 OEMs and Nominated Suppliers

- (a) Without limiting or otherwise restricting clause 7.1, the L3C Contractor represents and warrants to [RailCorpSydney Trains](#) that as at the Execution Date, the only exclusive arrangements (written or otherwise) it has entered into with an OEM, or a Nominated Supplier, in relation to any part of the L3C Services which relate to:
 - (i) access to, ownership of, or the rights to use any Intellectual Property that the OEM, or the Nominated Supplier, may own or have rights to;
 - (ii) the supply of Component Parts (including Rotable Parts), materials or the like; and
 - (iii) the provision of services, such as Rotable Parts overhaul,;are as set out in Schedule 15.

7.3 L3C Services

- (a) The L3C Contractor must provide the L3C Services:
 - (i) in accordance with the requirements of this L3C Agreement including:
 - A. the SPTR; and
 - B. any Variation in accordance with this L3C Agreement;
 - (ii) in a proper, timely, efficient, proactive and constructive, manner, and using that standard of knowledge, care, skill, diligence, expertise, prudence and foresight that would reasonably be expected to achieve Best Practice;
 - (iii) so as to ensure the highest quality of work by its personnel;
 - (iv) so as to assist [RailCorpSydney Trains](#) to achieve the [RailCorpSydney Trains](#) L3C Purpose and Strategic Intent;
 - (v) in compliance and conformance with all procedures, processes and requirements specified in this L3C Agreement;
 - (vi) in accordance with the Directions provided by [RailCorpSydney Trains](#) from time to time, and in a manner that minimises disruption to [RailCorpSydney Trains's](#) business;
 - (vii) using personnel with the training, competence, qualifications and expertise required to achieve Best Practice and otherwise provide the L3C Services in accordance with this L3C Agreement;
 - (viii) with good workmanship and materials which are:
 - A. free of Defects; and

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- B. otherwise of the quality required under this L3C Agreement;
- (ix) in accordance with the timeframes specified in this L3C Agreement and required by ~~RailCorp~~Sydney Trains;
 - (x) so that they meet or exceed the quality, functionality, maintainability, reliability, efficiency and system compatibility requirements of this L3C Agreement;
 - (xi) by utilising innovation and continuous improvement;
 - (xii) in a way that encourages a strong working relationship between ~~RailCorp~~Sydney Trains and the L3C Contractor; and
 - (xiii) in a way that ~~RailCorp~~Sydney Trains, ~~RailCorp~~Sydney Trains's Associate or any Replacement Contractor is able at any time to immediately take over the L3C Services as a going concern.
- (b) The L3C Contractor represents and warrants that it has done, and must continue to do, everything which would be expected of a leading world expert in the provision of the L3C Services in:
- (i) performing its obligations under this L3C Agreement;
 - (ii) assessing the risks which it is assuming under this L3C Agreement; and
 - (iii) accepting and dealing with those risks having regard to its payment entitlement under this L3C Agreement.
- (c) Without limiting or otherwise restricting clause 7.3(b), the L3C Contractor represents and warrants that it:
- (i) has examined carefully and acquired actual knowledge of all information provided to the L3C Contractor and its Associates;
 - (ii) has done everything possible to inform itself fully as to the conditions and obtained all necessary information as to risks, contingencies or other circumstances which could have an ~~affect~~effect on the performance and cost of carrying out the L3C Services;
 - (iii) has informed itself completely as to the nature of the work and materials necessary for the carrying out of the L3C Services and the risks, contingencies and other circumstances which might have an ~~affect~~effect on the performance and cost of the L3C Services;
 - (iv) understands that it must only utilise L3C Inventory with Type Approval in connection with the L3C Services and has satisfied itself in relation to the requirements of obtaining Type Approval ~~from RailCorp~~ including the time required to obtain Type Approval;
 - (v) has informed itself as to the availability and cost of labour including the costs of complying with the obligations imposed by any agreement between the relevant unions and employers relating to the carrying out of the L3C Services;
 - (vi) has informed itself of all requirements of all relevant Authorities in relation to the carrying out of the L3C Services generally and, without limitation, in relation to measures necessary to protect the Environment

from any adverse effect or damage arising from the carrying out of the L3C Services;

- (vii) has examined the Site and its surroundings;
- (viii) has satisfied itself as to the completeness, correctness and sufficiency of the L3C Services Fee and the costs of complying with all obligations under this L3C Agreement and of all matters and things necessary for the due and proper performance and completion of the L3C Services; and
- (ix) has obtained all appropriate professional and technical advice on all matters and circumstances in respect of the matters referred to in clauses 7.3(c)(i) to 7.3(c)(viii) prior to the Execution Date.

(d) Without limiting or otherwise restricting [RailCorp Sydney Trains](#)'s rights under clause 22.4(a), the L3C Contractor acknowledges and agrees that:

- (i) [RailCorp Sydney Trains](#) does not, and cannot give, any warranty, representation or guarantee in connection with the quantity of the L3C Services that the L3C Contractor will be required to provide under this L3C Agreement;
- (ii) a number of the Cars as determined by [RailCorp Sydney Trains](#) in its absolute discretion may be retired from service on the railway; and
- (iii) the quantity of L3C Services that the L3C Contractor will be required to provide under this L3C Agreement may decrease over the Term.

7.4 All work included

The L3C Contractor acknowledges and agrees that, except as stated in this L3C Agreement, the L3C Contractor has allowed for the provision for all work and materials necessary for the L3C Services, whether or not expressly mentioned in this L3C Agreement.

7.5 Working hours

Unless otherwise agreed between the L3C Contractor and the [RailCorp Sydney Trains](#) Representative, the hours of work applicable to the L3C Services to be carried out on the Site are those permitted by relevant Law and relevant Authorities.

7.6 Non reliance

(a) Subject to clauses 7.6(b) and 7.6(c), the L3C Contractor represents and warrants that:

- (i) it did not in any way rely upon:
 - A. any [RailCorp Sydney Trains](#) Information; or
 - B. the accuracy, adequacy, suitability or completeness of the [RailCorp Sydney Trains](#) Information,

for the purposes of entering into this L3C Agreement; and

- (ii) it enters into this L3C Agreement based on its own investigations, interpretations, deductions, information and determinations.

(b) The parties acknowledge and agree that the Reference Documents:

- (i) may be used by the L3C Contractor to determine what must be done by the L3C Contractor in order to supply those aspects of the L3C Services to which the Reference Documents relate; and
 - (ii) may not be used by the L3C Contractor to determine how the L3C Contractor must supply the L3C Services to which the Reference Documents relate.
- (c) The L3C Contractor must develop the Work Method Statements which detail how the L3C Contractor will perform the L3C Services:
- (i) at the times required by the SPTR; and
 - (ii) independently of the Reference Documents.

7.7 Acknowledgements

The L3C Contractor acknowledges and agrees that:

- (a) except as expressly set out in this L3C Agreement, [RailCorp Sydney Trains](#) makes no representation, and gives no warranty, in respect of:
 - (i) this L3C Agreement;
 - (ii) any transaction or arrangement contemplated under this L3C Agreement; or
 - (iii) any other matter relevant to the L3C Contractor's decision to enter into this L3C Agreement;
- (b) it is aware that [RailCorp Sydney Trains](#) has entered into this L3C Agreement relying upon the warranties, acknowledgements and agreements in this clause 7 and the warranties, acknowledgements and agreements made by each Key Provider on the L3C Contractor's behalf in each Deed of Disclaimer and Confidentiality.

7.8 Repetition of representations, warranties and acknowledgments

The obligations, representations, warranties and acknowledgments set out in this clause 7 commence and are taken to be made on the Execution Date, continue for the duration of this L3C Agreement, and survive the termination or expiry of this L3C Agreement.

7.9 L3C Contractor must inform

The L3C Contractor must inform [RailCorp Sydney Trains](#) in writing within 24 hours of it becoming aware of any matter, whether connected with the undertaking of its obligations under this L3C Agreement or otherwise, which gives rise to or is likely to give rise to any representation or warranty contained in this L3C Agreement being or becoming incorrect.

7.10 Role of L3C Contractor

Nothing in this L3C Agreement creates any right for the L3C Contractor to require the performance of a [RailCorp Sydney Trains](#) activity (or any obligation of [RailCorp Sydney Trains](#) to perform that activity) where the performance or non-performance of that activity:

- (a) is not explicitly contemplated by this L3C Agreement as a [RailCorp Sydney Trains](#) obligation; or
- (b) would have no adverse effect on the L3C Contractor's ability to perform its obligations under this L3C Agreement.

7.11 ECP Design

- (a) The L3C Contractor must prepare any Concept Design required for the purposes of an Engineering Change Proposal (ECP) under clause 8.3, including with respect to any:
- (i) systems, goods, materials or parts including any Rotable Parts, Component Parts, L3C Inventory, Plant or parts thereof (as applicable); or
 - (ii) modifications or alterations of the Cars.
- (b) The L3C Contractor warrants that any Concept Design it prepares will be fit for its purpose and will meet the requirements of the L3C Agreement.
- (c) Sydney Trains must notify the L3C Contractor within 40 Business Days of receipt of any Concept Design under clause 7.11(a) if it elects to:
- (i) approve the Concept Design;
 - (ii) reject the Concept Design if in its reasonable opinion it does not comply with the requirements of the L3C Agreement; or
 - (iii) request further information to assist it to make a determination under this clause 7.11 in which case the L3C Contractor must provide such information.
- (d) If any Concept Design is rejected, the L3C Contractor must submit an amended Concept Design to Sydney Trains and clause 7.11(c) will reapply.
- (e) The parties acknowledge that the L3C Contractor has allowed in the L3C Services Fee for the preparation of any Concept Design and an Engineering Change Proposal under clause 8.3(g)(i) and the L3C Contractor will not be entitled to make any Claim in connection with such design work.
- (f) The Sydney Trains Representative does not assume or owe any duty of care to the L3C Contractor to review, or in reviewing, any Concept Design submitted by the L3C Contractor for errors, omissions or compliance with the L3C Agreement.
- (g) No review of, comments upon, rejection of, or failure to review or comment upon or reject, any Concept Design prepared by the L3C Contractor or any other Direction by the Sydney Trains' Representative about the Concept Design will:
- (i) relieve the L3C Contractor from, or alter or affect, the L3C Contractor's liabilities or responsibilities whether under the L3C Agreement or otherwise according to Law; or
 - (ii) prejudice Sydney Trains' rights against the L3C Contractor whether under the L3C Agreement or otherwise according to Law.

7.12 Design for Variations

- (a) The L3C Contractor must design anything in relation to the Electric Fleet, the Diesel Fleet, any Component Part, the L3C Inventory or the Site which the L3C Contractor is required to design for the purposes of any Variation directed by Sydney Trains, and for this purpose prepare all relevant Design Documentation, including with respect to any:

- (i) systems, goods, materials or parts including any Rotable Parts, Component Parts, L3C Inventory, Plant or parts thereof (as applicable); or
 - (ii) modifications or alterations of the Cars.
- (b) The L3C Contractor warrants that:
 - (i) any Design Documentation it prepares will be fit for its purpose and will meet the requirements of the L3C Agreement; and
 - (ii) without limiting any other obligation under this L3C Agreement, where the L3C Contractor designs anything which the L3C Contractor is required to design under clause 7.12(a), such things will meet the requirements of the L3C Agreement and will be fit for their purpose.
- (c) The parties acknowledge that if Sydney Trains Directs the L3C Contractor to prepare any Design Documentation as a Variation, this will be valued in accordance with clause 22.3.
- (d) The Sydney Trains Representative does not assume or owe any duty of care to the L3C Contractor to review, or in reviewing, the Design Documentation submitted by the L3C Contractor for errors, omissions or compliance with the L3C Agreement.
- (e) No review of, comments upon, rejection of, or failure to review or comment upon or reject, any Design Documentation prepared by the L3C Contractor or any other Direction by the Sydney Trains' Representative about the Design Documentation will:
 - (i) relieve the L3C Contractor from, or alter or affect, the L3C Contractor's liabilities or responsibilities whether under the L3C Agreement or otherwise according to Law; or
 - (ii) prejudice Sydney Trains' rights against the L3C Contractor whether under the L3C Agreement or otherwise according to Law.

8. L3C Inventory and logistics management

8.1 Procurement, delivery and logistics management

- (a) The L3C Contractor must:
 - (i) procure the L3C Inventory in a way that maximises value for money for RailCorp Sydney Trains, optimises the L3C Inventory, and otherwise assists RailCorp Sydney Trains to achieve the RailCorp Sydney Trains L3C Purpose and Strategic Intent;
 - (ii) deliver, or procure the delivery, of the L3C Inventory in accordance with this L3C Agreement;
 - (iii) manage all logistics activities required in connection with the L3C Inventory, including all transport and distribution services for the L3C Inventory, in accordance with this L3C Agreement; and
 - (iv) unless otherwise agreed by the RailCorp Sydney Trains Representative in writing procure quantities of each item of L3C Inventory which would result in a store of L3C Inventory which is no greater than the annual forecast usage for that item of L3C Inventory.

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- (b) [RailCorpSydney Trains](#) must follow any procedures and processes agreed by the parties in relation to the handling and storage of L3C Inventory at a Maintenance Centre.

8.2 Type Approval

- (a) Unless Directed to do so by [RailCorpSydney Trains](#) under clause 8.2(g), the L3C Contractor must not:
- (i) use for the purposes of providing the L3C Services; or
 - (ii) procure for the purposes of this L3C Agreement, any item of L3C Inventory which:
 - (iii) does not have Type Approval; or
 - (iv) has been modified, amended or altered (other than through repair or maintenance in accordance with this L3C Agreement) since receiving Type Approval.
- (b) Type Approval must address the full scope of the product, product documentation, product packaging for transit installation, maintenance handling and labelling.
- (c) The L3C Contractor has no entitlement to any payment, and [RailCorpSydney Trains](#) will not make payment to the L3C Contractor, for any L3C Inventory that does not have Type Approval unless [RailCorpSydney Trains](#) has Directed the L3C Contractor to procure that L3C Inventory under clause 8.2(g).
- (d) If the L3C Inventory does not have Type Approval, or has been modified, amended or altered since receiving Type Approval, then the L3C Contractor must seek new prior written consent from [RailCorpSydney Trains and \(if applicable\) the ASA](#) for Type Approval of that modified, amended or altered L3C Inventory.
- (e) [RailCorpSydney Trains](#) will not [sponsor a Type Approval request](#) or grant its consent for [the L3C Contractor to submit a request](#) for Type Approval in respect of any L3C Inventory until it is satisfied (acting reasonably) that the L3C Inventory:
- (i) satisfies the requirements of this L3C Agreement including the configuration management and type testing requirements of section 5 in Appendix 2 to the SPTR; and
 - (ii) will assist [RailCorpSydney Trains](#) in achieving the [RailCorpSydney Trains](#) L3C Purpose and Strategic Intent.
- (f) Type Approval will not:
- (i) constitute an approval by [RailCorpSydney Trains](#) of the L3C Contractor's performance of its obligations under this L3C Agreement;
 - (ii) be taken as an admission or evidence that the L3C Inventory to which it relates complies with this L3C Agreement;
 - (iii) prejudice any rights or powers of [RailCorpSydney Trains](#) under this L3C Agreement or otherwise according to Law; or
 - (iv) relieve the L3C Contractor from complying with its obligations under this L3C Agreement.

- (g) RailCorp Sydney Trains may Direct the L3C Contractor to procure L3C Inventory without Type Approval if that would assist RailCorp Sydney Trains in achieving the RailCorp Sydney Trains L3C Purpose and Strategic Intent.
- (h) The parties will work together during the Transition In Phase to develop a list of L3C Inventory with Type Approval as part of the Transition In Services. The L3C Contractor can assume that all L3C Inventory:
- (i) in use on Sets; or
 - (ii) yet to be delivered from an order placed by UGL Rail Services pursuant to the MainTrain Contract,

on the L3C Services Commencement Date has Type Approval.

8.3 Obsolescence

- (a) Without limiting clause 8.3(b), on or before the last Business Day of July and December in each year during the Term, the L3C Contractor must prepare and submit to Sydney Trains' Representative a report which:
- (i) states the L3C Contractor's activities in respect of Obsolete Stock management and identification carried out in the previous year;
 - (ii) identifies any component or aspect of the L3C Services or item of L3C Inventory that:
 - A. has become Obsolete Stock during the previous 6 months; and
 - B. is expected to become Obsolete Stock within the next 2 years;
 - (iii) in respect of any component or aspect of the L3C Services or item of L3C Inventory identified in clause 8.3(a)(ii) nominates:
 - A. alternative items with the same fit, form and function as the component or aspect of the L3C Services or item of L3C Inventory which has or may become Obsolete Stock;
 - B. those components or aspects of the L3C Services or items of L3C Inventory (if any) that, in order to be replaced, will require re-design and/or manufacturing to be undertaken, and the expected time required to re-design and/or manufacture these items, including whether an Engineering Change Proposal is required; and
 - C. any other options of the nature set out in clause 8.3(d); and
 - (iv) includes a summary of all Obsolescence Notices issued in the past six months.
- (Obsolescence Report).**
- (b) If at any time during the Term, the L3C Contractor becomes aware that any component or aspect of the L3C Services or item of L3C Inventory becomes, or is reasonably likely to become, Obsolete Stock, the L3C Contractor must, within 10 Business Days, provide Sydney Trains with a notice (**Obsolescence Notice**) setting out:

- (i) details of the nature of and reasons for the component or aspect of the L3C Services or item of L3C Inventory becoming Obsolete Stock; and
- (ii) in respect of any component or aspect of the L3C Services or item of L3C Inventory identified in such notice nominates:
- A. alternative items with the same fit, form and function as the component or aspect of the L3C Services or item of L3C Inventory which has or may become Obsolete Stock;
- B. those components or aspects of the L3C Services or items of L3C Inventory (if any) that, in order to be replaced, will require re-design and/or manufacturing to be undertaken, and the expected time required to re-design and/or manufacture these items, including whether an Engineering Change Proposal is required; and
- C. any other options of the nature set out in clause 8.3(d).
- (c) Without limiting clauses 8.3(a) and 8.3(b), the Sydney Trains Representative may at any time, provide the L3C Contractor with written notice of which component or aspect of the L3C Services or item of L3C Inventory the Sydney Trains Representative considers will become, or is reasonably likely to become, Obsolete Stock, in which case the L3C Contractor must, within 20 Business Days provide an Obsolescence Notice in respect of that component or aspect of the L3C Services or item of L3C Inventory.
- (d) The L3C Contractor must, at its own cost, investigate and identify options available to the parties to address the obsolescence of any Obsolete Stock so as to maximise the safety, reliability and availability of the affected Cars and to further the Sydney Trains L3C Purpose and Strategic Intent, including:
- (i) opportunities to procure or acquire sufficient rights to an adequate contingency supply of any Obsolete Stock;
- (ii) opportunities to procure or acquire the Obsolete Stock from an alternative supplier;
- (iii) the replacement of the relevant component or aspect of the L3C Services or item of L3C Inventory with a suitable alternative product or service;
- (iv) opportunities to procure the manufacture of the Obsolete Stock from an alternative manufacturer;
- (v) options to ensure continued access to technical assistance for Software faults arising in any Software comprising those components or aspects of the L3C Services or items of L3C Inventory; and
- (vi) any other options available to address the obsolescence of the Obsolete Stock;
- in each case to ensure that the relevant component or aspect of the L3C Services or item of L3C Inventory continues to satisfy the requirements set out in the SPTR and this L3C Agreement.
- (e) The L3C Contractor must:

- (i) consult regularly with Sydney Trains concerning the investigation and development of options under clause 8.3(d);
 - (ii) provide the Sydney Trains Representative with all further information and assistance reasonably required to enable Sydney Trains to make an appropriate decision on the options identified;
 - (iii) provide the Sydney Trains Representative with any data reasonably required by the Sydney Trains Representative (including original design information and performance specifications) in respect of the Obsolete Stock, including to enable Sydney Trains to source another manufacturer to supply the relevant component or aspect of the L3C Services or item of L3C Inventory; and
 - (iv) assist Sydney Trains in facilitating technical assistance to resolve Software faults occurring in any item of L3C Inventory that contains proprietary Software.
- (f) Sydney Trains may, at any time, either:
- (i) on consideration of the options identified by the L3C Contractor in an Obsolescence Report, Obsolescence Notice or under clause 8.3(d) for managing the relevant component or aspect of the L3C Services or item of L3C Inventory:
 - A. notify the L3C Contractor which (if any) of the options identified it wishes the L3C Contractor to implement; or
 - B. require the L3C Contractor to identify further alternative solutions to address the Obsolete Stock (in which case clause 8.3(d) will reapply); or
 - (ii) notify the L3C Contractor of an alternative solution preferred by Sydney Trains to address the Obsolete Stock.
- (g) The L3C Contractor must:
- (i) if required by Sydney Trains, prepare an Engineering Change Proposal in respect of the relevant option; and
 - (ii) ensure that the required components or aspects of the L3C Services or items of L3C Inventory continue to be available to the L3C Contractor to support Sydney Trains L3C Purpose and Strategic Intent, subject to availability of those components or aspects of the L3C Services or items of L3C Inventory.
- (h) Without limiting or otherwise affecting any other provision of this L3C Agreement, the L3C Contractor acknowledges and agrees that Sydney Trains may (in its absolute discretion) Direct the L3C Contractor to source a particular item (including from a particular supplier) for the purposes of the L3C Services and:
- (i) that such item will form part of the L3C Inventory; and
 - (ii) subject to the operation of Schedule 20 of the L3C Agreement (including the Supply Chain Payment under clause 4.2 of Schedule 20), to the extent the particular item relates to Obsolete Stock, an Obsolescence Notice or Obsolescence Report there will be no additional amounts payable to the L3C Contractor as a result of such Direction.

(i) Nothing in this clause 8.3 limits the L3C Contractor's obligations under clause 18.

(i) The L3C Contractor is not entitled to make, and Sydney Trains will not be liable upon, any Claim by the L3C Contractor in respect of Sydney Trains directing the L3C Contractor not to procure an item proposed by the L3C Contractor under this clause 8.3.

8.4 Trial

(a) If the Sydney Trains Representative (in its absolute discretion) notifies the L3C Contractor that a Trial is required for a proposed item of L3C Inventory (or part thereof) (including an item proposed to replace an item of L3C Inventory which is, or is likely to become, Obsolete Stock), the L3C Contractor must participate in Sydney Trains' conduct of the Trial.

(b) The L3C Contractor must provide Sydney Trains with all reasonable assistance requested by Sydney Trains in respect of the Trial of a proposed item of L3C Inventory including:

(i) participating in Sydney Trains' testing of the proposed item of L3C Inventory:

(ii) participating in conducting investigations of any defect in the proposed item of L3C Inventory that becomes apparent during the Trial, or any failure to meet the relevant performance requirements determined by Sydney Trains for the purposes of the Trial, including providing a copy of the investigative findings to Sydney Trains; and

(iii) if directed by Sydney Trains as a Variation:

A. the provision of:

1) any additional equipment (including hardware and/or Software) required by Sydney Trains in respect of the proposed item of L3C Inventory; and

2) technical expertise in support of development of test cases; and

B. the preparation of any Design Documentation required in connection with the Trial, including in relation to the integration of the proposed item of L3C Inventory with any other components or aspects of the L3C Inventory or the relevant Car.

(c) Sydney Trains may, in its absolute discretion:

(i) subject to clause 8.3(h), Direct the L3C Contractor to procure the proposed item of L3C Inventory for use in the L3C Services;

(ii) notify the L3C Contractor that it is not to procure the proposed item of L3C Inventory for use in the L3C Services; or

(iii) notify the L3C Contractor that Sydney Trains intends to procure the item of L3C Inventory in another manner, including by issuing a request for tender in relation to the supply of the proposed or a similar item of L3C Inventory.



9. Innovation

9.1 Innovation

- (a) Without limiting or otherwise effecting any other provision of this L3C Agreement, the L3C Contractor must diligently pursue improvements through benchmarking, engineering changes, reliability engineering, engineering innovation, alternative sourcing of L3C Inventory and improved work processes and training, with the objective of assisting [RailCorp Sydney Trains](#) achieve the [RailCorp Sydney Trains](#) L3C Purpose and Strategic Intent.
- (b) The parties must, in joint consultation and at intervals of not more than once a year, undertake periodic inspection, research and investigation into relevant industry practices adopted elsewhere, and make recommendations for improvements which may reasonably be made to the L3C Services during the Term.
- (c) Without limiting clause 8.3. if the L3C Contractor becomes aware of:
 - (i) any improvement, update or replacement to any component or aspect of the L3C Services or item of L3C Inventory; or
 - (ii) a substitute for any component or aspect of the L3C Services or item of L3C Inventory which, in the opinion of the L3C Contractor:
 - A. will better assist [RailCorp Sydney Trains](#) in achieving the [RailCorp Sydney Trains](#) L3C Purpose and Strategic Intent;
 - B. will provide [RailCorp Sydney Trains](#) with cost benefits or savings; or

-
- C. is otherwise superior to the corresponding component or aspect of the L3C Services or item of L3C Inventory (as the case may be),

the L3C Contractor must promptly provide [RailCorpSydney Trains](#) with a notice which sets out in reasonable detail:

- (iii) the nature of the improvement, update or replacement to the L3C Services or L3C Inventory or the nature of the substitute component or aspect or item (as the case may be);
- (iv) the extent to which the improvement, update or replacement to the L3C Services or L3C Inventory, or the substitute component or aspect or item (as the case may be), will:
 - A. better assist [RailCorpSydney Trains](#) in achieving the [RailCorpSydney Trains](#) L3C Purpose and Strategic Intent;
 - B. provide [RailCorpSydney Trains](#) with cost benefits or savings; or
 - C. otherwise be superior to the corresponding component or aspect of the L3C Services or item of L3C Inventory; and
- (v) the likely effect the improvement, update or replacement to the L3C Services or L3C Inventory or the substitute for any component or aspect of the L3C Services or item of L3C Inventory (as the case may be) will have on:
 - A. any warranties under this L3C Agreement;
 - B. the most recent [Monthly](#) L3C Program endorsed by the Contract Management Committee under clause 20.2(c); and
 - C. the L3C Services Fee.

(d) [RailCorpSydney Trains](#) will, within 30 Business Days of notification under clause 9.1(c) or such other time agreed by the parties, advise the L3C Contractor if it requires any additional information and/or if the L3C Contractor must submit any component or aspect or item the subject of the notice to [RailCorpSydney Trains](#) for Type Approval.

(e) If the L3C Contractor receives a notice from [RailCorpSydney Trains](#) under clause 9.1(d) requiring additional information and/or for it to submit a component or aspect or item for Type Approval, the L3C Contractor must provide the requested information and/or submit the relevant component or aspect or item for Type Approval in accordance with the terms of that notice.

(f) Without limiting clauses 8.3 and 8.4, [RailCorpSydney Trains](#) may Direct the L3C Contractor to implement the improvement, update or replacement to the L3C Services or L3C Inventory, or the substitute component or aspect or item (as the case may be) following notification under clause 9.1(c), in which case clause 22.1 will apply (except to the extent the L3C Contractor is required to carry out any work under clauses 8.3 or 8.4).

9.2 Value for money payment

- (a) The L3C Contractor may request approval from [RailCorp Sydney Trains](#), or [RailCorp Sydney Trains](#) may request the L3C Contractor, to implement a VfM Initiative.
- (b) Promptly upon the L3C Contractor or [RailCorp Sydney Trains](#) making such a request under clause 9.2(a), the L3C Contractor must provide [RailCorp Sydney Trains](#) with a notice providing details of the VfM Initiative the subject of that notice.
- (c) [RailCorp Sydney Trains](#) may elect to:
- (i) approve the VfM Initiative;
 - (ii) reject the VfM Initiative; or
 - (iii) request further information to assist it to make a determination under this clause 9.2(c) and the L3C Contractor must provide such information.
- (d) If [RailCorp Sydney Trains](#) approves a VfM Initiative under clause 9.2(c)(i), the L3C Contractor must implement that VfM Initiative in accordance with:
- (i) the details of the notice the L3C Contractor provides under clause 9.2(a) and
 - (ii) otherwise in accordance with terms of this L3C Agreement,
- and:
- (iii) if the VfM Initiative results in lower payments to the L3C Contractor under the provisions of Schedule 20, [RailCorp Sydney Trains](#) will pay the L3C Contractor the amount determined in accordance with [section clause 46](#) of Schedule 20; ~~or~~
 - (iv) if the VfM Initiative does not result in lower payments to the L3C Contractor under the provisions of Schedule 20, but nevertheless results in increased VfM to [RailCorp Sydney Trains](#) as demonstrated by the L3C Contractor to [RailCorp Sydney Trains's](#) satisfaction:
 - A. [RailCorp Sydney Trains](#) and the L3C Contractor must agree a payment mechanism in relation to the VfM Initiative; and
 - B. [RailCorp Sydney Trains](#) will pay the L3C Contractor the amount calculated in accordance with that payment mechanism; ~~or~~
 - (v) if [RailCorp Sydney Trains](#) and the L3C Contractor are unable to agree a payment mechanism under clause 9.2(d)(iv)A, the matter must be referred to the Governance Board for determination in accordance with clause 42.

10. Certification

10.1 Certificate of Readiness for Sets

- (a) The L3C Contractor acknowledges and agrees that it must provide [RailCorp Sydney Trains](#) with a Certificate of Readiness for a Set before that Set can return to the [RailCorp Sydney Trains](#) Network and operate on the railway.

- (b) At or before the time the L3C Contractor returns a Set to [RailCorpSydney Trains](#), the L3C Contractor must provide the ~~RailCorp-Representative~~[Sydney Trains Representative](#) with either:
- (i) a Certificate of Readiness in accordance with clause 10.1(c); or
 - (ii) if the L3C Contractor considers that it cannot provide a Certificate of Readiness, it must notify [RailCorpSydney Trains](#) and provide reasons in writing for not providing a Certificate of Readiness, and clause 10.3 will apply.
- (c) By providing [RailCorpSydney Trains](#) with a Certificate of Readiness, the L3C Contractor represents and warrants that the L3C Services carried out by the L3C Contractor in connection with the Set the subject of the Certificate of Readiness have, as at the date of the Certificate of Readiness, been provided:
- (i) so as to satisfy the matters stated in that Certificate of Readiness;
 - (ii) in accordance with this L3C Agreement; and
 - (iii) so that each Car that makes up the Set meets or exceeds the Minimum Operating Standard for that type of Set.
- (d) The L3C Contractor acknowledges and agrees that [RailCorpSydney Trains](#) will rely upon the Certificate of Readiness provided by the L3C Contractor.
- (e) The L3C Contractor may not amend or change the form or substantive content of the Certificate of Readiness without the prior written approval of [RailCorpSydney Trains](#).
- (f) The L3C Contractor must indemnify [RailCorpSydney Trains](#) against all Claims, loss and damage arising out of or as a consequence of a Certificate of Readiness to the extent that the confirmations by the L3C Contractor in that Certificate of Readiness are either:
- (i) a result of the L3C Contractor's negligence, breach or default; or
 - (ii) not in accordance with the requirements of clause 10.1(c).

10.2 Certificate of Completion for Rotable Parts

- (a) The L3C Contractor acknowledges and agrees that it must provide [RailCorpSydney Trains](#) with a Certificate of Completion for each Rotable Part serviced as part of the L3C Services before that Rotable Part is returned to [Sydney TrainsRailCorp](#).
- (b) At or before the time the L3C Contractor returns a Rotable Part to [Sydney TrainsRailCorp](#), which has had L3C Services applied to it, the L3C Contractor must provide the ~~RailCorp-Representative~~[Sydney Trains Representative](#) with either:
- (i) a Certificate of Completion in accordance with clause 10.2(c); or
 - (ii) if the L3C Contractor considers that it cannot provide a Certificate of Completion, it must notify [RailCorpSydney Trains](#) and provide reasons in writing for not providing a Certificate of Completion, and clause 10.3 will apply.
- (c) By providing [RailCorpSydney Trains](#) with a Certificate of Completion, the L3C Contractor represents and warrants that the L3C Services carried out by the L3C

Contractor in connection with the Rotable Part the subject of the Certificate of Completion have, as at the date of the Certificate of Completion, been provided:

- (i) so as to satisfy the matters stated in that Certificate of Completion;
 - (ii) in accordance with this L3C Agreement; and
 - (iii) so that if the Rotable Part was incorporated into a Car, that Car would meet or exceed the Minimum Operating Standard for that Car.
- (d) The L3C Contractor acknowledges and agrees that [RailCorp Sydney Trains](#) will rely upon the Certificate of Completion provided by the L3C Contractor.
- (e) The L3C Contractor may not amend or change the form or substantive content of the Certificate of Completion without the prior written approval of [RailCorp Sydney Trains](#).
- (f) The L3C Contractor must indemnify [RailCorp Sydney Trains](#) against all Claims, loss and damage arising out of or as a consequence of a Certificate of Completion to the extent that the confirmations by the L3C Contractor in that Certificate of Completion are either:
- (i) a result of the L3C Contractor's negligence, breach or default; or
 - (ii) not in accordance with the requirements of clause 10.2(c).

10.3 Consequences of not issuing a Certificate of Readiness or a Certificate of Completion

Subject to clause 10.4:

- (a) following any notification by the L3C Contractor under clause 10.1(b)(ii) or clause 10.2(b)(ii) or any notification by [RailCorp Sydney Trains](#) under clause 10.4(d), the L3C Contractor must, to the extent required by [RailCorp Sydney Trains](#), do all things necessary to enable the L3C Contractor to issue a Certificate of Readiness or a Certificate of Completion (as the case may be) including:
- (i) consulting with and advising [RailCorp Sydney Trains](#) on the reasons why no Certificate of Readiness or Certificate of Completion (as the case may be) was provided and how to overcome them;
 - (ii) consulting and advising on further development of options to further progress the L3C Services in connection with the Certificate of Readiness or a Certificate of Completion (as the case may be);
 - (iii) providing information to [RailCorp Sydney Trains](#) to assist in overcoming issues;
 - (iv) meeting or communicating with [RailCorp Sydney Trains](#) as required; and
 - (v) otherwise doing anything reasonably requested by [RailCorp Sydney Trains](#);
- (b) nothing done by the L3C Contractor pursuant to this clause 10 will relieve the L3C Contractor of its other obligations under this L3C Agreement or at Law;
- (c) nothing in this clause 10 will prevent [RailCorp Sydney Trains](#) from doing anything it considers necessary to achieve the successful provision of the L3C Services or to achieve the [RailCorp Sydney Trains](#) L3C Purpose and Strategic Intent following the

receipt of a notice from the L3C Contractor under clause 10.1(b)(ii) or clause 10.2(b)(ii), including amending, withdrawing or reducing the scope of the relevant L3C Services or involving an Other Contractor to assist it with the L3C Services; and

- (d) if the L3C Contractor provides a notice under clause 10.1(b)(ii) or clause 10.2(b)(ii), then the L3C Contractor:
- (i) must, if Directed by [RailCorpSydney Trains](#), promptly cease the provision of any component or aspect of the L3C Services that relates to the L3C Contractor's inability to provide a Certificate of Readiness or a Certificate of Completion (as the case may be) and the L3C Contractor will not be entitled to any further payment for that component or aspect of the L3C Services;
 - (ii) will not be entitled to make, and [RailCorpSydney Trains](#) will not be liable upon, any Claim arising out of, or in connection with any component or aspect of the L3C Services that relates to the L3C Contractor's inability to provide a Certificate of Readiness or a Certificate of Completion (as the case may be); and
 - (iii) must immediately reimburse to [RailCorpSydney Trains](#) all monies paid by [RailCorpSydney Trains](#) to the L3C Contractor in connection with any component or aspect of the L3C Services that relates to the L3C Contractor's inability to provide a Certificate of Readiness or a Certificate of Completion (as the case may be).

10.4 Inability to provide a Certificate of Readiness due to work excluded from a ~~Work Order~~[Purchase Order](#) by [RailCorpSydney Trains](#)

- (a) This clause 10.4 applies if:
- (i) the ~~Work Order~~[Purchase Order](#) issued in accordance with clause ~~21.424.2~~ in respect of a Set excludes certain work from the L3C Services that would otherwise be required to be carried out by the L3C Contractor on that Set; and
 - (ii) the L3C Contractor is prevented from providing a Certificate of Readiness for that Set in accordance with clause 10.1 as a direct result of the work excluded from the ~~Work Order~~[Purchase Order](#) in respect of that Set.
- (b) If this clause 10.4 applies, at or before the time the L3C Contractor returns a Set to [RailCorpSydney Trains](#), the L3C Contractor must:
- (i) consult with, and advise, [RailCorpSydney Trains](#) on the reasons why no Certificate of Readiness was provided;
 - (ii) meet or communicate with [RailCorpSydney Trains](#) as required; and
 - (iii) otherwise do anything reasonably requested by [RailCorpSydney Trains](#).
- (c) If [RailCorpSydney Trains](#) agrees, in its absolute discretion, that the L3C Contractor has been prevented from providing a Certificate of Readiness for a Set in accordance with clause 10.1 as a direct result of the work excluded from the ~~Purchase~~[Work Order](#) issued in respect of that Set:
- (i) [RailCorpSydney Trains](#) will amend the Certificate of Readiness for that Set so that the Certificate of Readiness will not apply to the work

excluded from the PurchaseWork Order issued in respect of that Set; and

- (ii) the L3C Contractor must provide RailCorpSydney Trains with that amended Certificate of Readiness for that Set and:
- A. for the purposes of this L3C Agreement that Certificate of Readiness will be a Certificate of Readiness given by the L3C Contractor to RailCorpSydney Trains under clause 10.1(b)(i); and
- B. the provisions of clause 10.1 will apply to that Certificate of Readiness other than in relation to the work excluded from the PurchaseWork Order.

- (d) If RailCorpSydney Trains disagrees, in its absolute discretion, that the L3C Contractor has been prevented from providing a Certificate of Readiness for a Set in accordance with clause 10.1 as a direct result of the work excluded from the PurchaseWork Order issued in respect of that Set, RailCorpSydney Trains will provide the L3C Contractor with a notice setting out RailCorpSydney Trains's reasons for such disagreement and clause 10.3 will apply.

11. Security

11.1 Provision of Bond

(a) _____ The L3C Contractor must on or before:

(i) _____ the Execution Date; and

(ii) _____ the Extension Date.

provide to RailCorpSydney Trains a Bond ~~in for the relevant~~ the sum stated in the Key Details.

(a)(b) _____ Unless a Bond has been released by RailCorpSydney Trains to the L3C Contractor in accordance with clause 11.2, not less than one month before the expiry of a Bond the L3C Contractor must procure the issue to RailCorpSydney Trains of a replacement security meeting the requirements of this clause 11. RailCorpSydney Trains will promptly surrender the expiring Bond to the L3C Contractor following receipt by RailCorpSydney Trains of the replacement Bond.

(b)(c) _____ If the L3C Contractor fails to replace a Bond when required under clause 11.1(b) then RailCorpSydney Trains may make a demand on the expiring Bond.

(c)(d) _____ RailCorpSydney Trains may hold the proceeds of any Bond on which it makes a demand in accordance with clause 11.1(c) as security in lieu of the replacement Bond until the replacement Bond is provided in accordance with clause 11.1(b).

11.2 Release of the Bonds

(a) Subject to RailCorpSydney Trains's right to have recourse to a Bond, RailCorpSydney Trains must release any Bond held by RailCorpSydney Trains on the date 12 months after the expiry of the Term provided that RailCorpSydney Trains has no outstanding Claim against the L3C Contractor under any L3C Transaction Document or otherwise at Law.

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- (b) If the L3C Contractor fails to provide the Bond, on the date required by clause 11.1 or any replacement Bond at the time required under clauses 11.4 or 11.5, [RailCorpSydney Trains](#):
- (i) may deduct from amounts otherwise payable to the L3C Contractor the sum stated in the Key Details for the Bond; and
 - (ii) will hold that amount as security in lieu of the Bond,
- until the L3C Contractor provides the relevant Bond.

11.3 Requirements for the Bond

Each Bond must be:

- (a) in a form approved by [RailCorpSydney Trains](#);
- (b) at all times provided by a bank or insurer acceptable to [RailCorpSydney Trains](#) with a credit rating of no less than A-(S&P)/A3(Moody's)/A- (Fitch) with an address for service in Sydney;
- (c) in favour of [RailCorpSydney Trains](#);
- (d) properly executed;
- (e) unconditional and irrevocable;
- (f) a continuing liability with an expiry date no earlier than:
 - (i) in the case of the Initial Bond or Extension Bond, on or after 1 July 2027; and
 - (ii) in the case of the replacement Bond, on or after the date 3 years after the day on which the replacement Bond is provided; and
- (g) payable at an office of the issuer in Sydney (or such other place as [RailCorpSydney Trains](#) may approve).

11.4 Replenishment of the Bond

- (a) The L3C Contractor must maintain the Bond in the relevant sum stated in the Key Details.
- (b) If a Bond, or any part of it is appropriated by [RailCorpSydney Trains](#), the L3C Contractor must:
 - (i) provide to [RailCorpSydney Trains](#) a replacement Bond for an amount required by this L3C Agreement within 10 Business Days of receiving written notice from [RailCorpSydney Trains](#) to do so and [RailCorpSydney Trains](#) must return the previous Bond to the L3C Contractor within 10 Business Days of receiving the replacement Bond;
 - (ii) replenish the Bond the subject of the appropriation, and provide evidence to [RailCorpSydney Trains's](#) satisfaction of that replenishment, within 10 Business Days of receiving written notice from [RailCorpSydney Trains](#) to do so.

11.5 Replacement of Bond

- (a) If the issuer of a Bond ceases to have the required ratings set out in clause 11.3(b), the L3C Contractor must:
- (i) promptly notify [RailCorpSydney Trains](#) of that circumstance; and
 - (ii) within 10 Business Days of being requested to do so, procure the issue to [RailCorpSydney Trains](#) of a replacement Bond, which must have a face value equal to that of the Bond being replaced and must satisfy the requirements of clause 11.3.
- (b) [RailCorpSydney Trains](#) will promptly surrender the original Bond to the L3C Contractor following the issue of the replacement Bond.

11.6 Adjustment of the Bond amount

~~In any notice provided by RailCorp under clause 3.2, RailCorpSydney Trains~~ may require that ~~from the Extension Date~~ the amount of the Bond required under clause 11.1(a) is increased to D in the formula:

$$D = A \times \frac{B}{C}$$

Where:

A = the level of bond required immediately before ~~the Extension Date RailCorp provides a notice under clause 3.2;~~

B = the Current CPI; and

C = the Previous CPI.

11.7 Use of Bond

- (a) [RailCorpSydney Trains](#) may have recourse to a Bond, and use any proceeds resulting from that recourse, at any time in its absolute discretion where [RailCorpSydney Trains](#) considers that:
- (i) the L3C Contractor is in breach of any of its obligations under any L3C Transaction Document;
 - (ii) [RailCorpSydney Trains](#) is entitled to be indemnified in accordance with any L3C Transaction Document;
 - (iii) the L3C Contractor has failed to pay [RailCorpSydney Trains](#) an amount under any L3C Transaction Document in accordance with the L3C Transaction Document; or
 - (iv) [RailCorpSydney Trains](#) is entitled to terminate any L3C Transaction Document or has terminated any L3C Transaction Document.
- (b) The L3C Contractor must not take any steps to injunct or otherwise restrain:
- (i) the issuer of a Bond from paying [RailCorpSydney Trains](#) pursuant to that Bond;
 - (ii) [RailCorpSydney Trains](#) from making a demand under a Bond; or

- (iii) [RailCorpSydney Trains](#) from using the proceeds of a Bond.

11.8 No interest

[RailCorpSydney Trains](#) is not obliged to pay the L3C Contractor interest on a Bond or the proceeds of a Bond.

11.9 No trust

If [RailCorpSydney Trains](#) makes a demand under a Bond, it does not hold the proceeds on trust for the L3C Contractor.

11.10 Parent Company Guarantee and Indemnity

(a) The L3C Contractor must on or before the Execution Date provide to [RailCorpSydney Trains](#) a parent company deed of guarantee and indemnity from each Guarantor in the form attached at Schedule 8 executed by each Guarantor.

(b) The L3C Contractor must on or before the Extension Date provide to Sydney Trains:

(i) the Deed of Variation (Parent Company Deed of Guarantee and Indemnity) in the form attached at Schedule 8A executed by UGL Pty Limited ABN 85 009 180 287; and

(ii) the Deed of Novation in the form attached at Schedule 8B executed by Unipart Group of Companies Limited Company No. 01994997 and Unipart Rail Limited Company No. 3038418.

12. Laws and Approvals

12.1 Authorities

The L3C Contractor acknowledges and agrees that:

(a) there are Authorities (other than [RailCorpSydney Trains](#)) which may exercise their statutory functions and powers in a manner which may disrupt, interfere with or otherwise affect the L3C Services; and

(b) subject to any relief to which the L3C Contractor is entitled to under this L3C Agreement, it bears the full risk of all occurrences of the kind referred to in clause 12.1(a) and the L3C Contractor is not entitled to, must not make and [RailCorp Sydney Trains](#) will not be liable for any Claim against [RailCorp-Sydney Trains](#) arising out of or in any way in connection with such occurrences.

12.2 Compliance with Laws and the [RailCorpSydney Trains](#) Rules and Procedures

The L3C Contractor must:

(a) provide the L3C Services and Private Services; and

(b) ensure that its Associates provide the L3C Services and Private Services,

in accordance with all applicable Laws, Standards and [RailCorpSydney Trains](#) Rules and Procedures.

12.2A Compliance with Modern Slavery Laws

- (a) The L3C Contractor warrants that it complies with and will continue to comply with applicable Modern Slavery Laws.
- (b) The L3C Contractor must, within 2 months of the Extension Date, provide a statutory declaration from each supplier or subcontractor that is involved in providing the L3C Services declaring that:
- (i) neither the supplier (or subcontractor) nor any of its officers, agents or employees:
- A. has been convicted of any offence involving Modern Slavery Laws;
- B. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with any Modern Slavery Laws; or
- C. having made reasonable enquiries, to the best of its knowledge, is aware of any circumstances within the supplier's (or subcontractor's) supply chain that could give rise to an investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with any Modern Slavery Laws; and
- (ii) the supplier or subcontractor has implemented anti-Modern Slavery policies and due diligence procedures, including obtaining and exercising audit rights with respect to its own sub-suppliers and sub-subcontractors, that are sufficient to comply with all applicable Modern Slavery Laws.
- (c) The L3C Contractor acknowledges and agrees that the Sydney Trains Representative or any person nominated by the Sydney Trains Representative may carry out audits on the L3C Contractor's compliance with applicable Modern Slavery Laws and the use of Modern Slavery in the L3C Contractor's supply chain.

12.3 Approvals

The L3C Contractor must:

- (a) obtain and maintain and ensure that its Associates obtain and maintain, all Approvals required to provide the L3C Services (other than those Approvals which this L3C Agreement expressly states that **RailCorp Sydney Trains** has obtained or requires **RailCorp Sydney Trains** to obtain or maintain); and
- (b) pay all fees, effect all insurances, provide any bonds and execute any undertakings or agreements required by any relevant Authority in respect of any Approval which the L3C Contractor must obtain or comply with, and ensure that its Associates do likewise in relation to any Approvals which they must maintain, in connection with the L3C Services.

13. Accreditation and Safety

The parties must comply with the safety and accreditation obligations in Schedule 4.

14. Transition In

14.1 Cooperation

During the Transition In Phase, the L3C Contractor must cooperate with [RailCorpSydney Trains](#) in connection with:

- (a) the transition of the services provided by UGL Rail Services to the L3C Services provided by the L3C Contractor; and
- (b) the assumption of the Site by the L3C Contractor,

~~(e)~~ including by:

~~(d)~~(c) doing all things necessary for the transition of the services provided by UGL Rail Services to the L3C Services provided by the L3C Contractor in a manner which assists [RailCorpSydney Trains](#) in achieving the [RailCorpSydney Trains](#) L3C Purpose and Strategic Intent;

~~(e)~~(d) acting reasonably, responsibly and in good faith, giving due regard to the views of [RailCorpSydney Trains](#) and UGL Rail Services, when reaching decisions, giving approvals or exercising discretions;

~~(f)~~(e) engaging in open, honest communication and timely sharing of information; and

~~(g)~~(f) using best endeavours to resolve all differences between [RailCorpSydney Trains](#), UGL Rail Services and itself through negotiation in good faith.

14.2 Transition In Services

(a) The L3C Contractor must:

- (i) carry out the Transition In Services in accordance with the Transition In Plan; and
- (ii) do all things required to ensure that the L3C Services are ready to be provided in accordance with this L3C Agreement on and from the L3C Services Commencement Date.

(b) The L3C Contractor acknowledges and agrees that during the Transition In Phase it is essential that:

- (i) the requirements of [RailCorpSydney Trains](#) concerning safety and the performance, servicing, reliability and availability of the Cars and Rotable Parts are met;
- (ii) there is an effective transition which ensures the availability of Cars and Rotable Parts at levels which:
 - A. allow [RailCorpSydney Trains](#) to achieve the [RailCorpSydney Trains](#) L3C Purpose and Strategic Intent; and
 - B. ensures Sets and Rotable Parts are serviced as required by this L3C Agreement.

(c) The parties acknowledge and agree that exceptional conditions may arise during the Transition In Phase which will require the cooperation and commitment of each party to meet [RailCorpSydney Trains](#)'s requirements including the Governance

Board attending meetings with the alliance board formed by UGL Rail Services and ~~RailCorp~~ [Sydney Trains](#) under the MainTrain Contract.

14.3 Access

- (a) If the L3C Contractor requires access to the Site before the Lease Commencement Date so that the L3C Contractor, or the L3C Contractor's Associates, may carry out the Transition In Services, the L3C Contractor must provide ~~RailCorp~~ [Sydney Trains](#) with a notice setting out:
- (i) the dates and times at which access is required;
 - (ii) the names and roles of each of the L3C Contractor's Associates that require access;
 - (iii) the tools, equipment and other assets that the L3C Contractor, or the L3C Contractor's Associates, propose to bring onto the Site;
 - (iv) the activities the L3C Contractor, and the L3C Contractor's Associates, propose to carry out whilst on the Site; and
 - (v) any other information requested by [Sydney Trains](#)~~RailCorp~~.
- within a reasonable period of time (and in any event, not less than 10 Business Days) before the L3C Contractor requires access to the Site.
- (b) If ~~Sydney Trains~~[RailCorp](#) receives a notice from the L3C Contractor under clause 14.3(a), ~~Sydney Trains~~ [RailCorp](#) must promptly request UGL Rail Services to provide the access the subject of the notice.
- (c) The L3C Contractor acknowledges and agrees that UGL Rail Services may:
- (i) refuse to provide the L3C Contractor access to the Site; or
 - (ii) provide the L3C Contractor access to the Site subject to conditions,
- and that ~~Sydney Trains~~[RailCorp](#) is not required to do anything to procure access to the Site on behalf of the L3C Contractor other than make the request contemplated by clause 14.3(b).
- (d) The L3C Contractor acknowledges and agrees that UGL Rail Services is the occupier and controller of the Site until the Lease Commencement Date. Whilst UGL Rail Services is the occupier and controller of the Site, the L3C Contractor must ensure that:
- (i) any of the L3C Contractor's Associates who wish to enter the Site first undergo an induction by UGL Rail Services;
 - (ii) it, and its Associates, comply with:
 - A. the safety and security requirements of UGL Rail Services for the Site; and
 - B. any other directions given by UGL Rail Services whilst the L3C Contractor, or the L3C Contractor's Associates, are accessing, exiting or otherwise present on the Site.
- (e) The L3C Contractor must:

- (i) subject to the L3C Agreement, not restrict, or otherwise prevent, UGL Rail Services from performing the Services in accordance with the MainTrain Contract;
 - (ii) ensure that no Plant, L3C Inventory or any other property of Sydney Trains or RailCorp property a Rail Transport Agency (including railway cars) are removed from the Site by the L3C Contractor, or the L3C Contractor's Associates, without RailCorp's Sydney Trains' prior written approval;
 - (iii) ensure that no UGL Rail Services property is removed from the Site by the L3C Contractor, or the L3C Contractor's Associates, without RailCorp's Sydney Trains' and UGL Rail Services', prior written approval; and
 - (iv) not damage any of UGL Rail Services' property on or around the Site.
- (f) Without limiting any other term of this L3C Agreement, the L3C Contractor is responsible for the actions of its Associates while they are accessing, exiting or otherwise present on the Site.

14.4 Novation

- (a) RailCorp Sydney Trains may request the L3C Contractor to execute any assignments, deeds of novation, transfers, authorities or other documents that RailCorp Sydney Trains considers are necessary to transfer agreements relevant to the uninterrupted supply of the services provided by UGL Rail Services under the MainTrain Contract to the L3C Services to be provided by the L3C Contractor.
- (b) The L3C Contractor must comply with any request it receives from RailCorp Sydney Trains under clause 14.4(a) within the time specified in that request.
- (c) If the L3C Contractor fails to provide RailCorp Sydney Trains with a duly executed assignment, deed of novation, transfer, authority or other document within the time required by clause 14.4(a)-, the L3C Contractor irrevocably appoints, with effect from the date of such failure, RailCorp Sydney Trains and such persons as are from time to time nominated by RailCorp Sydney Trains, jointly and severally, as its attorney with full power and authority to:
 - (i) perform any of the L3C Contractor's obligations under; and
 - (ii) execute any agreement or novation contemplated by,this clause 14.4.

14.5 Commencement Asset Statement

- (a) RailCorp Sydney Trains will procure:
 - (i) under the MainTrain Contract, an audit of the:
 - A. condition of the Site, Plant and L3C Inventory; and
 - B. the quantity of the Plant and the L3C Inventory,
 - (ii) on or around the date 1 month before the L3C Services Commencement Date or any other date Directed by RailCorp Sydney Trains;

~~(iii)~~(ii) that the L3C Contractor Representative may take part in the audit contemplated by clause 14.5(a)(i);

~~(iv)~~(iii) that the auditor that performs the audit contemplated by clause 14.5(a)(i) provides the L3C Contractor with a copy of the completed audit so that the L3C Contractor may review the results of the audit before that audit is finalised by the auditor;

~~(v)~~(iv) that UGL Rail Services prepares for RailCorpSydney Trains a notice setting out all movements in L3C Inventory between:

- A. the date the audit contemplated by clause 14.5(a)(i) is undertaken; and
- B. close of business one day before the L3C Services Commencement Date.

(b) The L3C Contractor must:

- (i) procure that the L3C Contractor Representative participates in the audit contemplated by clause 14.5(a)(i); and
- (ii) within 5 Business Days of being provided with the audit under clause 14.5(a)(iii), provide RailCorpSydney Trains with a notice:
 - A. unconditionally adopting the results of that audit; or
 - B. setting out the issues which must be resolved before the L3C Contractor will unconditionally adopt the results of the audit.

(c) If the L3C Contractor provides a notice under clause 14.5(b)(ii)B, those issues must be referred to the Governance Board for resolution.

(d) Once:

- (i) the L3C Contractor provides RailCorpSydney Trains with a notice under clause 14.5(b)(ii)A; or
- (ii) the Governance Board resolves any issues referred to it under clause 14.5(c),

RailCorpSydney Trains must procure that the audit contemplated by clause 14.5(a)(i) is finalised so that the finalised audit is consistent with the L3C Contractor's notice or the Governance Board's determination (as the case may be) and that audit will become the Transition In Audit.

(e) Within 20 Business Days of the later of:

- (i) the L3C Services Commencement Date; or
- (ii) the date on which the audit contemplated by clause 14.5(a)(i)14.5(a)(i) is finalised in accordance with clause 14.5(d),

~~(iii)~~ the L3C Contractor must provide RailCorpSydney Trains with notice of any adjustments it requests to the Transition In Audit where it alleges that the quantity or condition of:

~~(iv)~~(iii) any item of L3C Inventory;

~~(v)~~(iv) any piece of Plant (other than minor Plant),

on the L3C Services Commencement Date differed from the quantity or condition of that item or piece (as the case may be) recorded in the final audit report as adjusted by the notices of movement provided under clause 14.5(a)(iv).

- (f) If the L3C Contractor provides a notice under clause 14.5(e) and [RailCorpSydney Trains](#) does not agree with an aspect of that notice, that aspect must be referred to the Governance Board for resolution in accordance with clause 42. The Transition In Audit will be adjusted to include any amendments determined necessary by the Governance Board. The Governance Board must give both parties notice of any such determination.
- (g) Each party is deemed to agree with, and irrevocably adopt, all aspects of the Transition In Audit:
 - (i) if the L3C Contractor does not provide a notice in accordance with clause 14.5(e); or
 - (ii) if any aspect of the Transition In Audit is referred to the Governance Board in accordance with clause 14.5(f), on the day that the Governance Board provides [RailCorpSydney Trains](#) with notice that it has determined all disputes in relation to any such aspect,

and the Transition In Audit will be prima facie evidence of the condition of the Site, Plant and L3C Inventory, and the quantity of the Plant and L3C Inventory, set out in that Transition In Audit.

- (h) The L3C Contractor must at its own cost, co-operate with, and provide all reasonable assistance to, [RailCorpSydney Trains](#) and any auditor during the production of the Transition In Audit.

15. Subcontracting, assignment and Change of Control

15.1 Subcontracts

- (a) The L3C Contractor may only enter into agreements with Subcontractors for the performance of its obligations under this L3C Agreement, or the Lease, in accordance with the SPTR.
- (b) The L3C Contractor's obligations under any L3C Transaction Document are not lessened or otherwise affected by engaging a Subcontractor, or any other person, to perform those obligations.
- (c) At the request of the [RailCorpSydney Trains](#) Representative, the L3C Contractor must give [RailCorpSydney Trains](#) a copy of the scope of work or similar document for each agreement the L3C Contractor enters into with a Subcontractor for the performance of the L3C Contractor's obligations under this L3C Agreement or the Lease.

15.2 Compliance by the L3C Contractor's Associates

- (a) The L3C Contractor must require that each of its Associates complies with:
 - (i) all Laws as far as applicable to that Associate and that Associate's personnel; and
 - (ii) the terms of this L3C Agreement and any [RailCorpSydney Trains](#) Rules and Procedures to the extent relevant to any act or omission of the

Associate in connection with the L3C Services or the subject matter of this L3C Agreement (including the use of any [RailCorpSydney Trains](#) Information, Confidential Information or resources or facilities provided by [RailCorpSydney Trains](#) or the Site).

- (b) Despite any other term of this L3C Agreement, each act and omission of an Associate of the L3C Contractor in connection with the subject matter of this L3C Agreement is deemed to be an act or omission of the L3C Contractor.

15.3 Requirements for the Subcontractors

- (a) The L3C Contractor must:
- (i) ensure that each agreement entered into by a Key Provider in connection with the L3C Services incorporates the terms of this L3C Agreement to the extent relevant to the equipment and services to be supplied by the Key Provider under that agreement; and
 - (ii) at the request of [RailCorpSydney Trains](#), provide [RailCorpSydney Trains](#) with a copy of any agreement entered into by a Key Provider in connection with the L3C Services.
- (b) The L3C Contractor must ensure that each subcontract with a Subcontractor, other than those contemplated by clause 15.3(a) substantially incorporates the terms of this L3C Agreement to the extent relevant to the equipment and services to be supplied by the Subcontractor and must include:
- (i) unless otherwise agreed by [RailCorpSydney Trains](#) in writing, obligations no less onerous than those contained in this L3C Agreement in respect of confidentiality, media releases and Intellectual Property (to the extent required to enable the L3C Contractor to comply with its obligations under this L3C Agreement with respect to Intellectual Property);
 - (ii) no right to subcontract or assign the Subcontractor's rights, or transfer the Subcontractor's obligations, without seeking the L3C Contractor's and [RailCorpSydney Trains's](#) prior written consent;
 - (iii) unless otherwise agreed by [RailCorpSydney Trains](#) in writing, a provision which complies with clause 38.6(b); and
 - (iv) an obligation to comply with the terms of this L3C Agreement as they affect the Subcontractor.

15.4 Assignment, novation and other dealings

- (a) The L3C Contractor may only:
- (i) assign, novate, or otherwise transfer or dispose of;
 - (ii) declare a trust over; or
 - (iii) charge, mortgage or otherwise create an interest in,
- its rights under this L3C Agreement with the prior written consent of [RailCorpSydney Trains](#). The L3C Contractor agrees that [RailCorpSydney Trains](#) may make it a condition of its consent that:

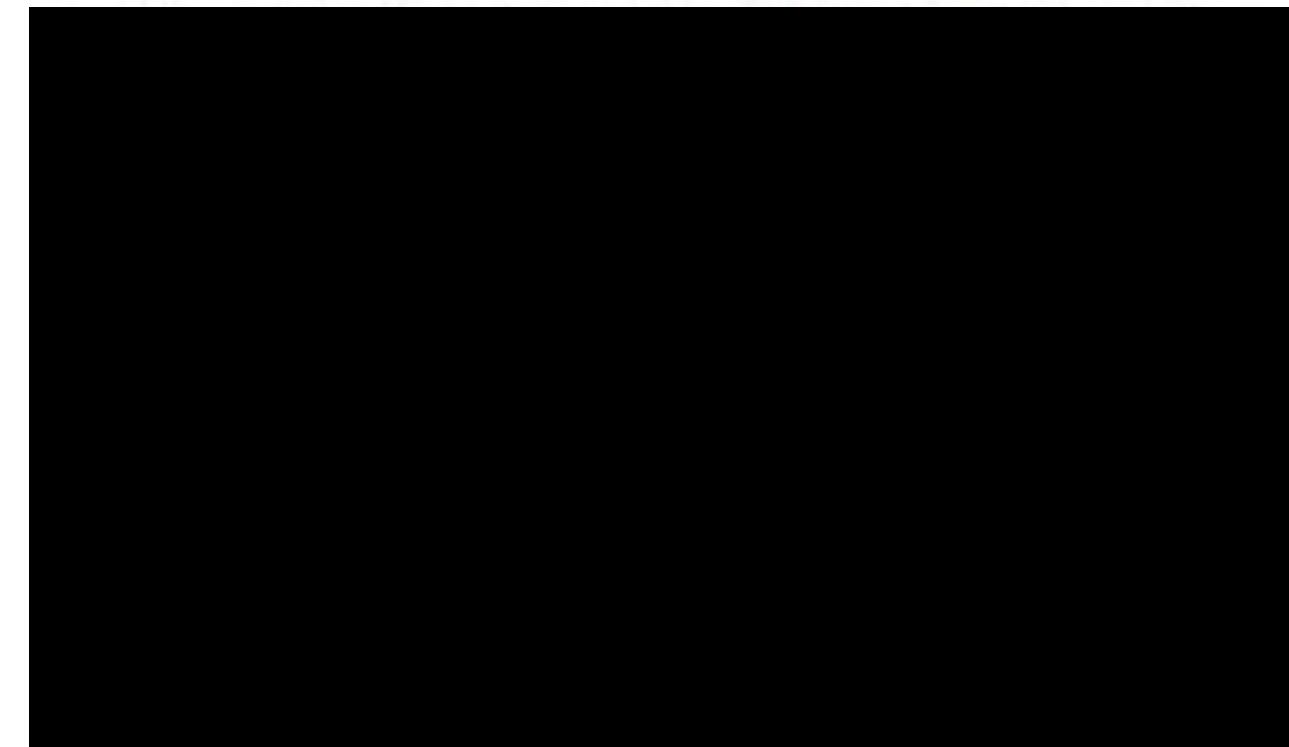
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- (iv) the L3C Contractor and the assignee, novatee or beneficiary of the trust enter into a deed with [RailCorpSydney Trains](#) in the form acceptable to [RailCorpSydney Trains](#) in its absolute discretion; and
 - (v) the L3C Contractor entering into appropriate arrangements, as determined by [RailCorpSydney Trains](#) acting in its absolute discretion, in respect of the other L3C Transaction Documents.

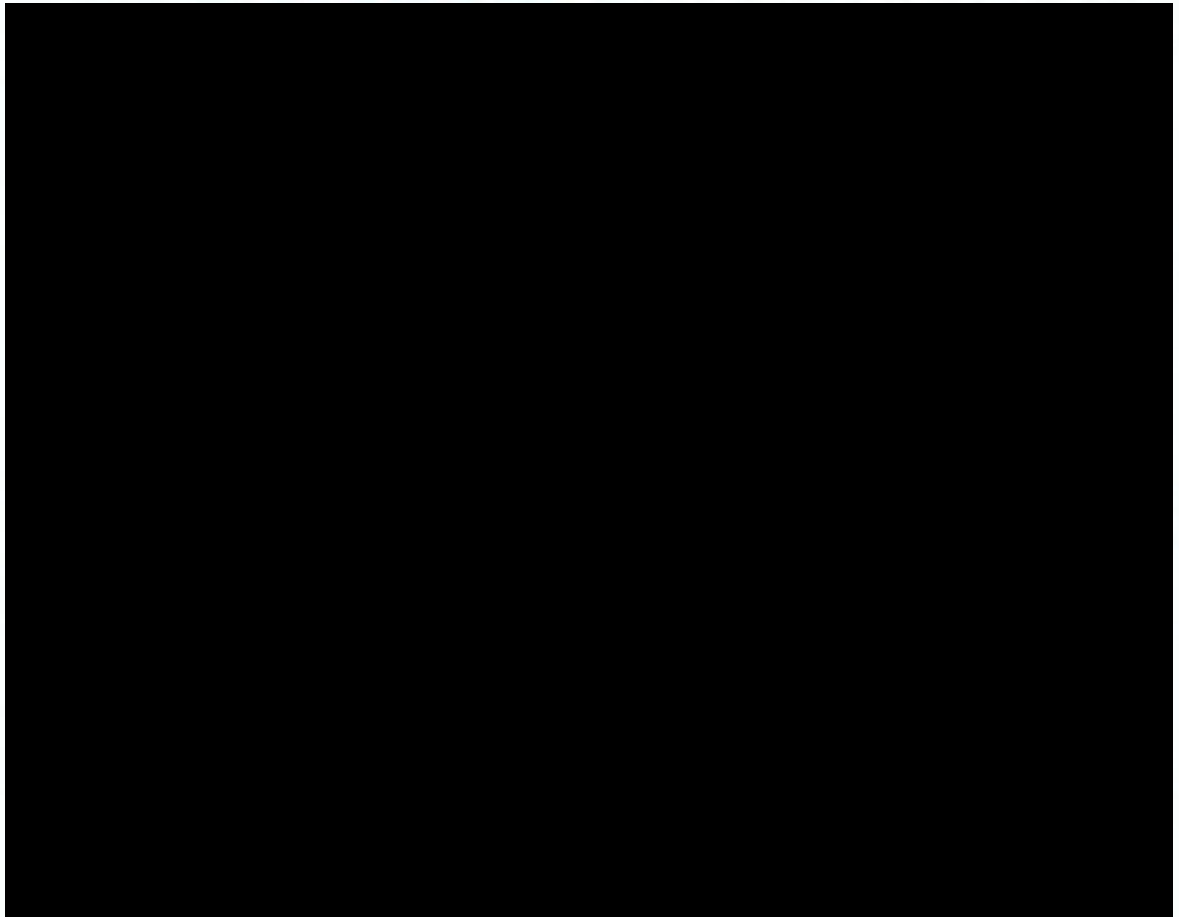
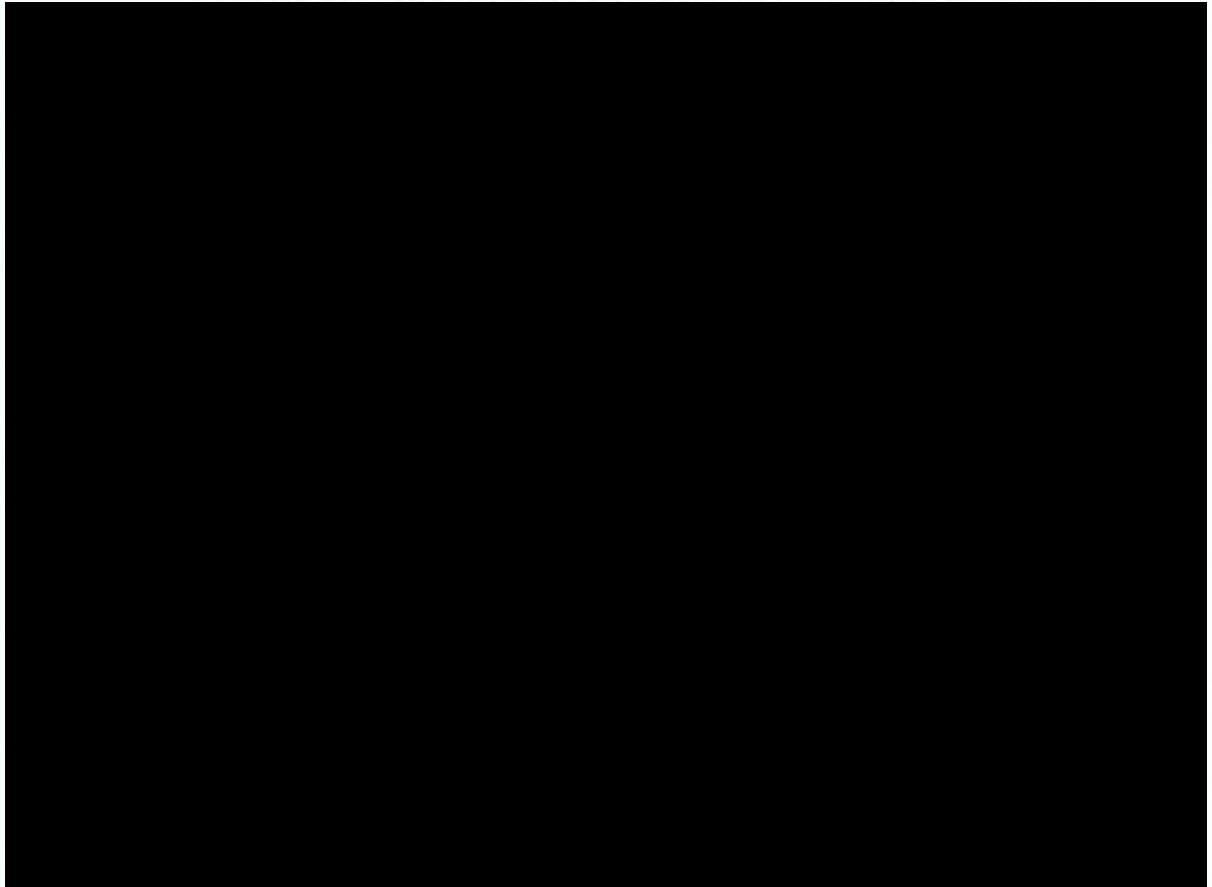
Any costs that [RailCorpSydney Trains](#) incurs in connection with the subject matter of this clause 15.4(a) are a debt due and payable by the L3C Contractor to [RailCorpSydney Trains](#).

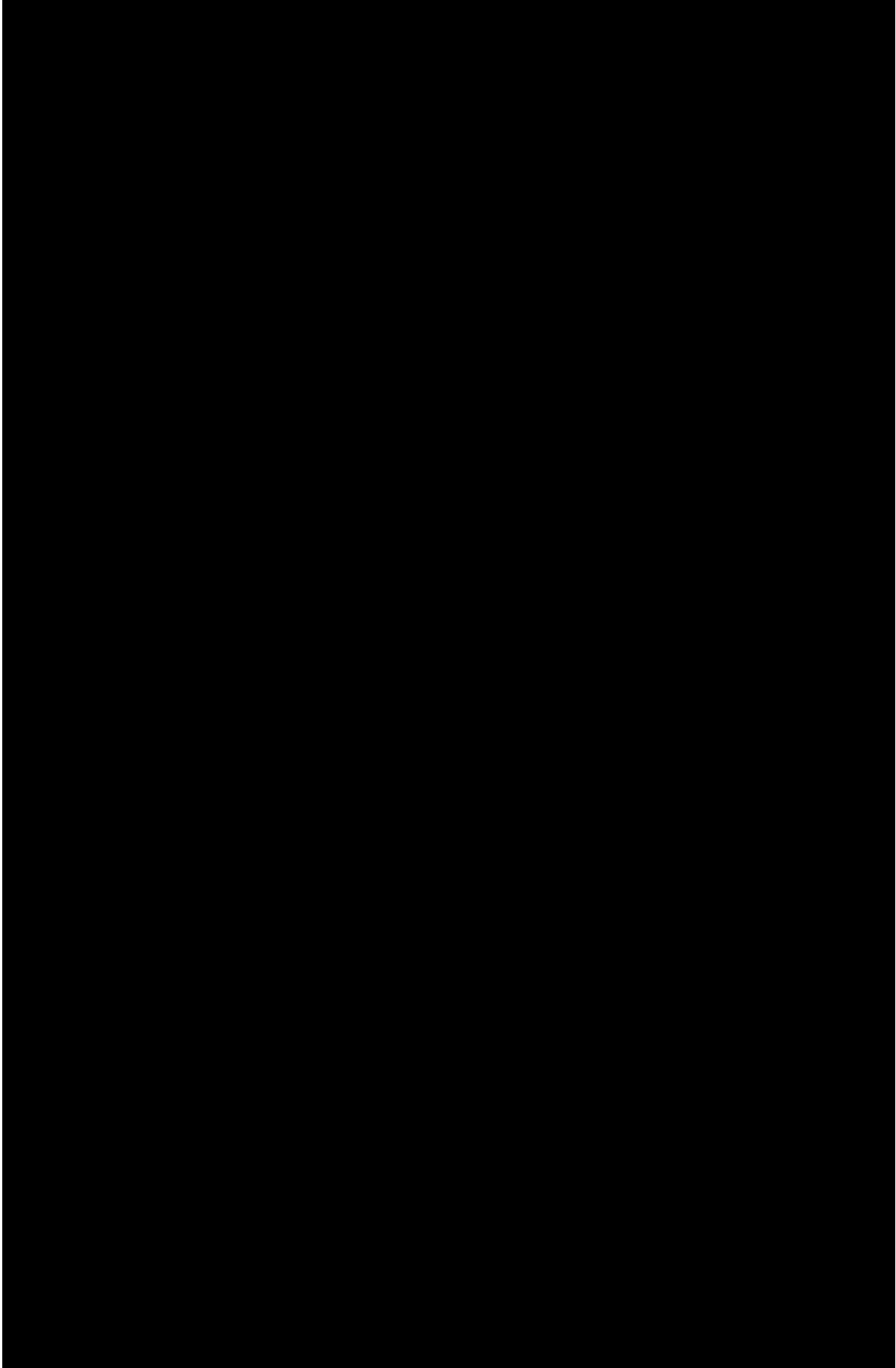
- (b) [RailCorpSydney Trains](#) may assign, novate or otherwise transfer any of its rights or obligations to an Authority without the L3C Contractor's consent. [RailCorpSydney Trains](#) may only assign, novate or otherwise transfer its rights or obligations under this L3C Agreement to an entity which is not an Authority with the prior written consent of the L3C Contractor. Despite any other term of this L3C Agreement, [RailCorpSydney Trains](#) may disclose to any potential holder of the right or obligation any information relating to this L3C Agreement or any party to it.
- (c) The L3C Contractor must not, without the prior written consent of [RailCorpSydney Trains](#), transfer any assets of the L3C Contractor which:
 - (i) are used in connection with the provision of the L3C Services; or
 - (ii) may be required by the L3C Contractor so that the L3C Contractor can provide the L3C Services in accordance with this L3C Agreement or otherwise comply with its obligations under this L3C Agreement,

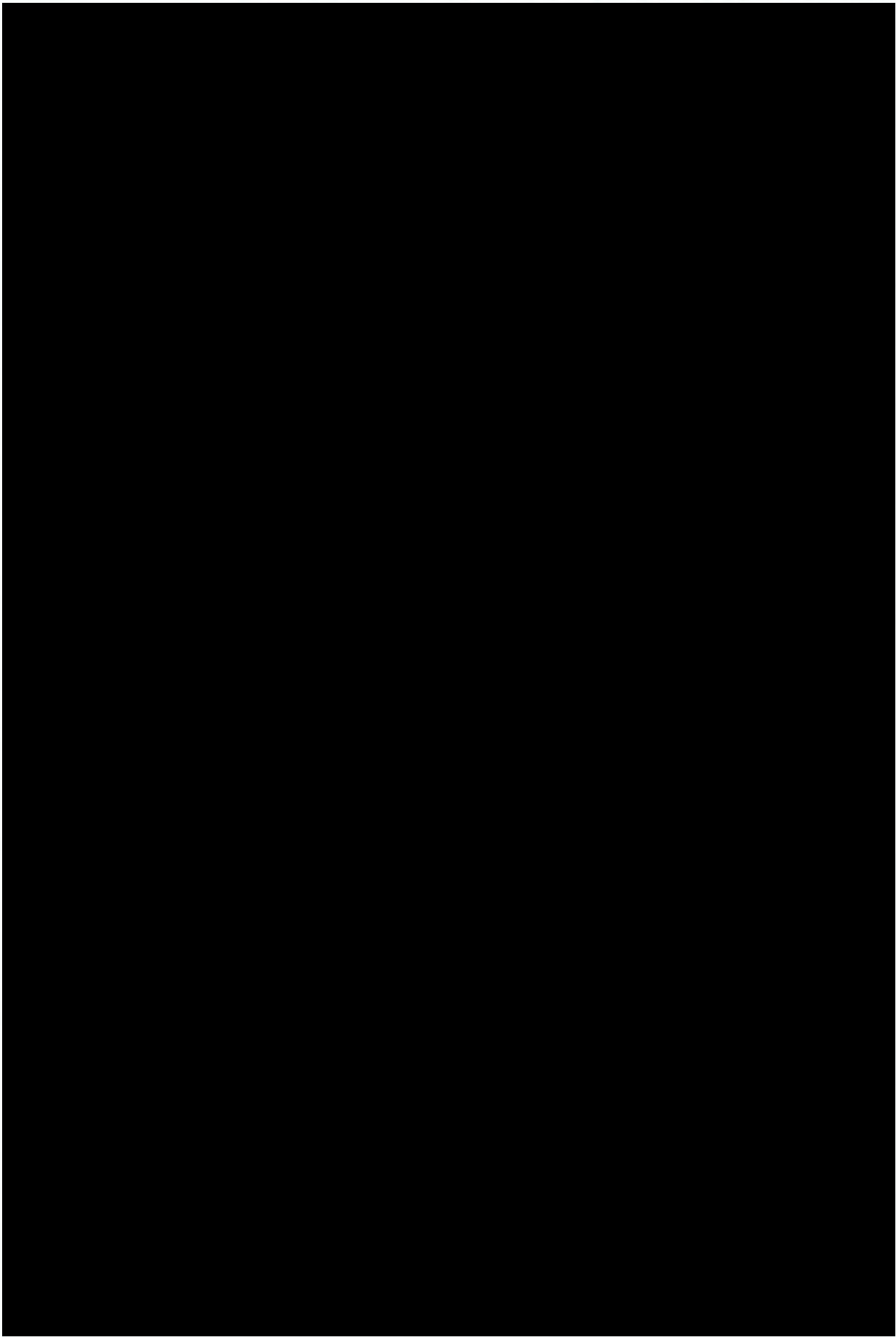
except for the transfer of assets of the L3C Contractor in the usual course of daily business activity for full consideration on an ~~arms-length~~[harm's length](#) basis.

15.5 Change of Control









16. Personnel

16.1 Key Roles and Key Personnel

- (a) The L3C Contractor must employ, or second, the Key Personnel in the Key Roles specified in Schedule 3.
- (b) If [RailCorp Sydney Trains](#) reasonably considers that the Key Roles in which Key Personnel must be employed must change in order to ensure that the L3C Contractor continues to provide the L3C Services in accordance with this L3C Agreement, then [RailCorp Sydney Trains](#) may from time to time provide the L3C Contractor with notice setting out any amendments to the Key Roles in which Key Personnel must be employed, or seconded, by the L3C Contractor. Promptly upon receiving such a notice, the L3C Contractor must employ, or second, Key Personnel in any amended Key Role the subject of that notice. The L3C Contractor will no longer be required to employ, or second, any Key Personnel under this L3C Agreement in any Key Role which is removed under such a notice.
- (c) The L3C Contractor represents and warrants that all Key Personnel:
 - (i) are employees, or secondees, of the L3C Contractor;
 - (ii) are of good character;
 - (iii) are properly qualified for the tasks they are to perform;
 - (iv) will act in all circumstances in a fit and proper manner while they are carrying out the L3C Services; and
 - (v) possess at least the experience, ability and expertise required to perform the relevant part of the L3C Services as set out in the SPTR and otherwise required by this L3C Agreement.
- (d) If requested by [RailCorp Sydney Trains](#), the L3C Contractor must provide [RailCorp Sydney Trains](#) with evidence of a Key Person's compliance with clause 16.1(c).

16.2 Replacement of Key Personnel

- ~~(a)~~ The L3C Contractor must:
 - ~~(b)(a)~~ subject to clause 16.2(b), not replace any Key Personnel without the prior written approval of the [RailCorp Sydney Trains](#) Representative;
 - ~~(e)(b)~~ if any Key Personnel dies, becomes seriously ill, resigns from the employment, or secondment, of the L3C Contractor or is unavailable for any other reason, replace him or her with a person:
 - (i) possessing at least the experience, ability and expertise required to provide the relevant part of the L3C Services as set out in the SPTR and otherwise required by this L3C Agreement (and who has, if required by [RailCorp Sydney Trains](#), attended any meeting or video conference required by [RailCorp Sydney Trains](#)); and
 - (ii) approved by the [RailCorp Sydney Trains](#) Representative, which approval must not be unreasonably withheld or delayed;
 - ~~(d)(c)~~ if Directed by the [RailCorp Sydney Trains](#) Representative, provide the [RailCorp Sydney Trains](#) Representative with employee profiles of any other

employees of the L3C Contractor, or a Key Provider, who it considers has the experience, ability and expertise required to provide any part of the L3C Services; and

(e)(d) if the [RailCorp Sydney Trains](#) Representative considers that the employee profiles provided to it in accordance with clause 16.2(c) do not have the required experience, ability and expertise required to provide any part of the L3C Services, the L3C Contractor must provide the [RailCorp Sydney Trains](#) Representative with additional employee profiles.

16.3 Barring of persons

- (a) The [RailCorp Sydney Trains](#) Representative may, acting reasonably, direct the L3C Contractor to bar from any [RailCorp Sydney Trains](#) Land (including the Site and any Maintenance Centres) any of the L3C Contractor's Associates.
- (b) The L3C Contractor must ensure that any person the subject of a Direction under clause 16.3(a) is not again engaged in any capacity by the L3C Contractor or any Associate of the L3C Contractor on any [RailCorp Sydney Trains](#) Land (including the Site and any Maintenance Centres) or to perform any of, or engaged in connection with, the L3C Services.

~~16.4 Individuals Adversely Named~~

~~The L3C Contractor must not, and must ensure that Subcontractors do not, engage any individual that has been adversely named by ICAG which includes all persons named at:~~

~~http://www.railcorp.nsw.gov.au/commercial/contracts_and_procurement/individuals_adversely_named (and any replacement website),~~

~~to do any thing in connection with this L3C Agreement whether as an employee, agent, contractor or in any other capacity whatsoever. Breach of this clause is a fundamental breach of this L3C Agreement entitling RailCorp to terminate this L3C Agreement by written notice forthwith.~~

17. Testing

17.1 Testing of L3C Inventory and L3C Services

- (a) The L3C Contractor must carry out and complete the tests:
- (i) required under the SPTR; and
 - (ii) Directed by [RailCorp Sydney Trains](#) under clause 17.1(b),
- in accordance with this L3C Agreement.
- (b) Without limiting or otherwise restricting any other term of this L3C Agreement, [RailCorp Sydney Trains](#) may at its absolute discretion Direct the L3C Contractor to carry out tests, in addition to those required under the SPTR, of:
- (i) the L3C Inventory prior to using such material in the provision of the L3C Services; and
 - (ii) the L3C Services,
- in order to ensure that they are fit:

- (iii) to assist [RailCorp Sydney Trains](#) in being able to achieve the [RailCorp Sydney Trains](#) L3C Purpose and Strategic Intent; and
 - (iv) to allow the L3C Contractor to perform its obligations under this L3C Agreement.
- (c) The L3C Contractor must, if Directed by [RailCorp Sydney Trains](#), provide the [RailCorp Representative Sydney Trains Representative](#) with reports detailing the results of the tests carried out under clause 17.1(a) or clause 17.1(b).
- (d) If any part of the L3C Inventory is shown to have a Defect under a test carried out under clause 17.1(a) or clause 17.1(b) then the L3C Contractor must:
 - (i) arrange for the L3C Inventory to be replaced, or rectified, at no costs to [RailCorp Sydney Trains](#); and
 - (ii) when the L3C Inventory have been replaced, or the L3C Contractor considers that they have been replaced:
 - A. give notice to the [RailCorp Representative Sydney Trains Representative](#); and
 - B. re-conduct the test of that L3C Inventory in accordance with the provisions of this clause 17.
- (e) If testing carried out in accordance with a Direction by [RailCorp Sydney Trains](#) under clause 17.1(b) finds that:
 - (i) the L3C Inventory, or the L3C Services, do not contain a Defect; and
 - (ii) causes the L3C Contractor to incur additional cost,then [RailCorp Sydney Trains](#) will reimburse the L3C Contractor for the reasonable additional cost the L3C Contractor incurs in carrying out the testing.
- (f) If testing carried out in accordance with this clause finds that the L3C Inventory, or the L3C Services, contains a Defect, all costs that [RailCorp Sydney Trains](#) incurs under, out of or in connection with such testing is a debt due and payable by the L3C Contractor to [RailCorp Sydney Trains](#).

18. Defects

18.1 Existing L3C Inventory

- (a) On or about the L3C Services Commencement Date, [RailCorp Sydney Trains](#) will provide the L3C Contractor with a notice which identifies each type of L3C Inventory procured by UGL Rail Services which the L3C Contractor may use in the provision of the L3C Services and which provides:
 - (i) the identification details for each Trackable Rotable Part of such L3C Inventory; and
 - (ii) for each type of such L3C Inventory which is not a Trackable Rotable Part, the expected period of time, as determined by [RailCorp Sydney Trains](#) acting reasonably, in which that L3C Inventory will likely be exhausted by the L3C Contractor providing the L3C Services as predicted in the [Annual](#) L3C Program.
- (b) Clause 18.2(a)(ii) will not apply to:

- (i) each item of L3C Inventory identified in a notice under clause 18.1(a)(i); or
- (ii) each type of L3C Inventory included in a notice under clause 18.1(a)(ii) until the date on which that notice states that type of L3C Inventory will likely be exhausted has passed.

18.2 Defects warranty

The L3C Contractor represents and warrants that:

- (a) each Car the subject of the L3C Services will be free from Defects until the earlier of the day:
 - (i) on which that Car has been subjected to four General Inspections; and
 - (ii) 1 year after the date on which the L3C Contractor provides [RailCorp Sydney Trains](#) with the Certificate of Readiness in respect of that Car; and
- (b) subject to clause 18.1(b), each item of the L3C Inventory will be free from Defects until the expiry of the Warranty Period for that item of L3C Inventory.

18.3 Rectification of Defects

- (a) All Defects which arise within the periods stated in clause 18.2:
 - (i) are the responsibility of the L3C Contractor; and
 - (ii) constitute a Service Failure for the purposes of Schedule 20.
- (b) If either party becomes aware of a Defect which arises within the period contemplated by clause 18.2, that party must notify the other party of that Defect:
 - (i) by telephone for Urgent Defects, but must within 48 hours give written notice of the Urgent Defect; or
 - ~~(i)~~(ii) by written notice for all other Defects,

as soon as reasonably practicable upon becoming aware of that Defect;

 - ~~(i)~~(iii) providing reasonable details regarding the nature and extent of the Defect (including the identification numbers of any Car and L3C Inventory which is, or may be, affected by the Defect and the location of the Car or L3C Inventory); and
 - ~~(i)~~(iv) in the case of [RailCorp Sydney Trains](#), specifying the period of time in which the L3C Contractor must:
 - A. commence rectifying the Defect; and
 - B. complete the rectification of the Defect.
- (c) If the L3C Contractor notifies [RailCorp Sydney Trains](#) of a Defect as contemplated by clause 18.3(b), [RailCorp Sydney Trains](#) will promptly inform the L3C Contractor either:
 - (i) in that same telephone call or by a subsequent telephone call for any Urgent Defects; or

(ii) otherwise via the written notice for all other Defects.

of the period of time in which the L3C Contractor must:

(iii) commence rectifying the Defect; and

(iv) complete the rectification of the Defect.

~~(e)~~(d) If Sydney TrainsRailCorp notifies the L3C Contractor of:

(i) a Defect as contemplated by clause 18.3(b); and

(ii) the period of time in which the L3C Contractor must commence and complete rectifying a defect as contemplated by clause 18.3(b) or clause 18.3(c),

the L3C Contractor must immediately inform Sydney TrainsRailCorp: {

(iii) in that same telephone call in respect of Urgent Defects; or

(iv) otherwise for all other Defects as soon as possible in writing, and in any event, within 24 hours after receipt of a notice under clause 18.3(c).}

whether the L3C Contractor will rectify the Defect in accordance with Sydney TrainsRailCorp's notice and the requirements of this L3C Agreement.

~~(d)~~(e) If the L3C Contractor:

(i) claims that it is not responsible for a Defect;

(ii) informs Sydney TrainsRailCorp that it will not rectify a Defect in accordance with Sydney Trains' RailCorp's notice and the requirements of this L3C Agreement under clause 18.3(d); or

(iii) does not respond to or commence rectifying a Defect within the time required by any notice (whether directed orally or in writing) given by Sydney TrainsRailCorp under clause 18.3(b) or clause 18.3(c),

then, subject to clauses 18.3(f) and 18.3(g), Sydney TrainsRailCorp may rectify the Defect, or engage an Other Contractor to rectify the Defect, on the L3C Contractor's behalf and the L3C Contractor must pay Sydney TrainsRailCorp the Service Failure Adjustment in accordance with Schedule 20.

(f) Prior to commencing any Defect rectification works under clause 18.3(e) Sydney Trains or an Other Contractor (as applicable) must:

(i) record the existing state and condition of the Defect by taking colour photographs and Sydney Trains must provide such records to the L3C Contractor as soon as reasonably practicable after carrying out the Defect rectification works; and

(ii) notify the L3C Contractor of the proposed time and place for the Defect rectification works and permit the L3C Contractor to attend and observe if it elects to do so.

(g) Subject to clause 18.3(h) and Sydney Trains' (and any Other Contractor's) compliance with 18.3(f), the parties acknowledge and agree that:

(i) the L3C Contractor's warranties, obligations and responsibilities in connection with the repaired, replaced or rectified Cars, L3C Inventory or L3C Services (including under clauses 18.2 and 18.3(a)) will remain effective and continue irrespective of any Defect rectification work carried out by Sydney Trains or an Other Contractor; and

(ii) any work carried out by Sydney Trains or an Other Contractor will not in any way limit, lessen or affect:

A. any warranties given by the L3C Contractor or a Subcontractor;

B. any obligations of the L3C Contractor; or

C. any rights of Sydney Trains against the L3C Contractor, whether arising under the L3C Agreement or otherwise at Law with respect to the Cars, L3C Inventory or L3C Services.

(h) Nothing in clause 18.3(g) requires the L3C Contractor to warrant, rectify, or otherwise accept responsibility or obligations for the work of Sydney Trains or an Other Contractor.

(i) For the avoidance of doubt, the parties acknowledge and agree that Sydney Trains will at all times be entitled to move any Car affected by a Defect from the Sydney Trains Network or the Site to a Maintenance Centre.

~~(e)~~(i) If the L3C Contractor:

(i) pays ~~RailCorp~~Sydney Trains the Service Failure Adjustment in accordance with clause 18.3(e); and

(ii) is later determined under clause 43, or otherwise in accordance with this L3C Agreement, not to be responsible for the Defect leading to the Services Failure Adjustment,

then, ~~RailCorp~~Sydney Trains must return such portion of the Service Failure Adjustment relating to the Defect for which the L3C Contractor was determined to not be responsible in accordance with Schedule 20.

~~(f)~~(k) Notwithstanding any other provision of this L3C Agreement, where a Defect requires the replacement of a defective item of L3C Inventory:

(i) if that item of L3C Inventory is in ~~Sydney Trains'~~Sydney Trains' ~~RailCorp's~~ or ~~RailCorp's~~ Sydney Trains' Associate's, possession, ~~RailCorp~~Sydney Trains may Direct the L3C Contractor to arrange for the replacement or repair of the defective item and the L3C Contractor must comply with the terms of that Direction; and

(ii) if that item of L3C Inventory is in the L3C Contractor's, or the L3C Contractor's Associate's, possession, the L3C Contractor must immediately arrange for:

A. the repair of that defective item of L3C Inventory; or

B. the replacement of that defective item of L3C Inventory,

and return the repaired or replaced item of L3C Inventory to the location it would have been but for the Defect as soon as possible.

~~(g)~~(l) Once the L3C Contractor repairs, replaces, rectifies or corrects any Defect, the L3C Contractor must promptly:

- (i) provide [RailCorpSydney Trains](#) with notice in accordance with this L3C Agreement detailing how the correction was effected;
- (ii) provide [RailCorpSydney Trains](#) with the identification numbers for, and the Configuration of, the L3C Inventory used to correct the Defect; and
- (iii) enter into [RailCorpSydney Trains's](#) inventory management systems the updated identification numbers and Configuration details in accordance with this L3C Agreement.

~~(h)~~(m) The parties acknowledge and agree that any Service Failure Adjustment will not include the costs of:

- (i) any diagnostic or detection work in relation to the Defects (or potential Defects) performed by a party; or
- (ii) moving Cars to or from the Site.

~~(j)~~(n) If any defect, error, shrinkage, omission or other fault, arises in an item of L3C Inventory, or otherwise effects an item L3C Inventory, during the Warranty Period for that item of L3C Inventory:

- (i) the parties must comply with the warranty management provisions set out in section 4.7 of the SPTR; and
- (ii) the L3C Contractor must do all things reasonably requested by [RailCorpSydney Trains](#) to enforce any warranty claim.

18.4 Batch Defects

(a) Without limiting any other right or remedy of [RailCorpSydney Trains](#) under this L3C Agreement, if a Batch Defect arises within the period contemplated by clause 18.2, [RailCorpSydney Trains](#) may notify the L3C Contractor that a Batch Defect affects or may affect any aspect of the L3C Services or any item of L3C Inventory.

(b) If [RailCorpSydney Trains](#) provides the L3C Contractor with a notice under clause 18.4(a), [RailCorpSydney Trains](#) may, by providing notice to the L3C Contractor, elect:

- (i) to rectify or replace all:
 - A. aspects of the L3C Services affected by the Batch Defect; and
 - B. items of L3C Inventory affected by the Batch Defect,

and the L3C Contractor must pay [RailCorpSydney Trains](#) the Service Failure Adjustment in accordance with Schedule 20; or

- (ii) request that the L3C Contractor rectify or replace all:
 - A. aspects of the L3C Services affected by the Batch Defect; and
 - B. items of L3C Inventory affected by the Batch,

and the L3C Contractor must comply with [RailCorpSydney Trains's](#) request within the period reasonably specified in [RailCorpSydney Trains's](#) notice at the cost of the L3C Contractor (including the cost of any L3C Inventory used to correct that Batch Defect).

- (c) Without limiting any other right or remedy of [RailCorpSydney Trains](#) under this L3C Agreement, if [RailCorpSydney Trains](#) provides the L3C Contractor with a notice under clause 18.4(a), [RailCorpSydney Trains](#) may at its discretion Direct the L3C Contractor to:
 - (i) temporarily cease the provision of such aspects of the L3C Services, or the delivery of all such items of L3C Inventory (as the case may be) until further Directions are provided by [RailCorpSydney Trains](#); or
 - (ii) permanently cease the provision of such aspects of the L3C Services or the delivery of all L3C Inventory affected or which may be affected by Batch Defects.
- (d) The L3C Contractor is not entitled to, and [RailCorpSydney Trains](#) will not be liable upon, any Claim in connection with any undelivered L3C Inventory affected by the exercise of [RailCorpSydney Trains's](#) rights pursuant to clause 18.4(c).
- (e) Without limitation, no exercise by [RailCorpSydney Trains](#) of its rights under clause 18.4(c) will:
 - (i) cause [RailCorpSydney Trains](#) to be in breach or repudiation of this L3C Agreement;
 - (ii) entitle the L3C Contractor to any compensation; or
 - (iii) require [RailCorpSydney Trains](#) to provide the L3C Contractor with more time to perform its obligations under this L3C Agreement.

18.5 Alternative action

If the L3C Contractor fails to comply with clause 18.3(c) [RailCorpSydney Trains](#) may engage an Other Contractor to perform the L3C Contractor's obligations. All cost [RailCorpSydney Trains](#) incurs under, out of, or in connection with such an engagement is a debt due and payable by the L3C Contractor to [RailCorpSydney Trains](#).

18.6 Repaired or replaced Defective L3C Inventory or L3C Services

The L3C Contractor must comply with all provisions of this L3C Agreement (including this clause 18) with regard to repaired, replaced or rectified L3C Inventory or L3C Services that has a Defect.

18.7 L3C Inventory recall

If any item of L3C Inventory is recalled for any reason, the L3C Contractor must:

- (a) immediately advise ~~RailCorp's Representative~~[Sydney Trains' Representative](#) of the recall;
- (b) comply with all Laws relating to the recall;
- (c) consult with [RailCorpSydney Trains](#) in good faith to agree to the terms of the Recall Cure Plan (including any amendments to the Recall Cure Plan requested by [RailCorpSydney Trains](#)):

-
- (d) following agreement of the Recall Cure Plan, implement the Recall Cure Plan; and
 - (e) pay all of [RailCorpSydney Trains's](#) costs associated with the recall.

18.8 Rights not affected

- (a) [RailCorpSydney Trains's](#) rights, and the L3C Contractor's liability, whether under this L3C Agreement or otherwise according to Law in respect of Defects, will not be affected or limited by:
 - (i) the rights conferred upon [RailCorpSydney Trains](#) or [RailCorp's RepresentativeSydney Trains' Representative](#) by this clause 18 or any other provision of this L3C Agreement;
 - (ii) the failure by [RailCorpSydney Trains](#) or [RailCorp's RepresentativeSydney Trains' Representative](#) to exercise any such rights; or
 - (iii) any instruction of [RailCorpSydney Trains](#) or [RailCorp's RepresentativeSydney Trains' Representative](#) under this clause 18.
- (b) [RailCorpSydney Trains's](#) rights, and the L3C Contractor's liability, under this clause 18 do not limit or otherwise affect the provisions of Schedule 20 including any calculations in connection with any performance standards.

19. Plans

19.1 Plans

The intended purposes of the Plans include:

- (a) to demonstrate to [RailCorpSydney Trains](#) that the L3C Contractor has the understanding, capacity and capability at all times to perform the L3C Services safely and in accordance with the requirements of this L3C Agreement;
- (b) to ensure that the L3C Services comply with the requirements of this L3C Agreement;
- (c) to define responsibilities, resources and processes for planning, performing and verifying that the L3C Services satisfy the requirements of this L3C Agreement; and
- (d) to demonstrate how the L3C Contractor will assist [RailCorpSydney Trains](#) in achieving the [RailCorpSydney Trains](#) L3C Purpose and Strategic Intent and otherwise fulfil the L3C Contractor's obligations under this L3C Agreement.

19.2 Preparation of Plans

The L3C Contractor must prepare and submit each Plan (including each updated Plan) to [RailCorpSydney Trains](#):

- (a) at the times, and in the form, required by the SPTR; and
- (b) in a manner and at a rate which will give [RailCorp's RepresentativeSydney Trains' Representative](#) a reasonable opportunity to review the submitted Plans within the 20 Business Day period referred to in clause 19.5(a).

19.3 Fitness for purpose

The L3C Contractor warrants and represents that each Plan will at all times be fit for the purpose specified in, or inferred from, the SPTR.

19.4 Updated Plans

Without limiting or otherwise restricting the obligations of the L3C Contractor under the L3C Agreement, the L3C Contractor must:

- (a) review and, if necessary, update the Plans to take account of events or circumstances which will, or may, affect the manner in which the L3C Contractor carries out the L3C Services including:
 - (i) any Variation;
 - (ii) Changes in Law or Changes in Standards;
 - (iii) the commencement of new phases or stages of the L3C Services:
 - A. as required by this L3C Agreement; or
 - B. as shown in the [Annual L3C Program](#);
 - (iv) any breach or potential breach of the warranty and representation in clause 19.3; and
 - (v) as otherwise required by this L3C Agreement.
- (b) if the L3C Agreement does not require the L3C Contractor to provide a Plan at a specific time, the L3C Contractor must, if directed by [RailCorpSydney Trains](#), promptly submit each Plan updated under clause 19.4(a) to [RailCorpSydney Trains](#);
- (c) not update any Plan in a manner which makes [RailCorpSydney Trains's](#) obligations under this L3C Agreement more onerous or increases any liability or potential liability of [RailCorpSydney Trains](#) or its Associates in connection with this L3C Agreement or L3C Services; and
- (d) ensure that any updated Plans:
 - (i) are based upon;
 - (ii) impose standards, levels of service, scope and requirements that are equal to, greater than or higher than those imposed by; and
 - (iii) provide an equal or greater level of detail than,

the initial versions of the Plans contained in the SPTR (where applicable) and any versions of the Plans which have been submitted to [RailCorpSydney Trains](#) and in respect of which [RailCorpSydney Trains](#) has not given a notice under clause 19.5(a)(ii).

19.5 [RailCorpSydney Trains](#) may review Plans

- (a) [RailCorp's-RepresentativeSydney Trains' Representative](#) may (but is not obliged to):
 - (i) review any Plan submitted under this clause 19; and

- (ii) within 20 Business Days of the submission of the Plan, notify the L3C Contractor if, in the opinion of ~~RailCorp's Representative~~ Sydney Trains' Representative, the Plan does not comply with the requirements of this L3C Agreement.
- (b) The exercise (or failure to exercise) by ~~RailCorp's Representative~~ Sydney Trains' Representative of any of its rights under this clause 19.5 will not preclude ~~RailCorp~~ Sydney Trains from subsequently asserting that the Plan does not comply with the requirements of this L3C Agreement.
- (c) For the purposes of a review under this clause 19.5, if requested by ~~RailCorp's Representative~~ Sydney Trains' Representative, the L3C Contractor must:
 - (i) make available to ~~RailCorp's Representative~~ Sydney Trains' Representative all relevant records held by the L3C Contractor and its Associates in relation to the Plan; and
 - (ii) provide all reasonable assistance to ~~RailCorp's Representative~~ Sydney Trains' Representative during the review including attending reviews and meetings.

19.6 ~~RailCorp~~ Sydney Trains may request updates

lf:

- (a) any Plan does not comply with the requirements of this L3C Agreement; or
- (b) the L3C Contractor has not updated any Plan in accordance with the requirements of clause 19.4(a),

~~RailCorp's Representative~~ Sydney Trains' Representative may by written notice request that the L3C Contractor amend or update the relevant Plan specifying:

- (c) the reasons why such updating is required (including why the relevant Plan does not comply with this L3C Agreement); and
- (d) the time within which such updating must occur (which must be reasonable, having regard to the amount of work required),

and the L3C Contractor must:

- (e) amend or update the Plan as requested by ~~RailCorp~~ Sydney Trains; and
- (f) submit the amended or updated Plan to ~~RailCorp~~ Sydney Trains within the time specified under clause ~~19.6(d)~~ 19.6(e).

19.7 Implementation and compliance

The L3C Contractor must comply with each Plan which has been submitted to ~~RailCorp~~ Sydney Trains and in respect of which, 20 Business Days following submission of the Plan to ~~RailCorp~~ Sydney Trains, ~~RailCorp~~ Sydney Trains has not given a notice under clause 19.5(a)(ii).

19.8 No relief

- (a) The L3C Contractor will not be relieved from compliance with any of its obligations under this L3C Agreement or from any of its liabilities whether under this L3C Agreement or otherwise according to Law as a result of:

(i) compliance by the L3C Contractor with its obligations under this clause 19 including the implementation of, and compliance with any Plans; or

(b)(ii) any failure by ~~RailCorp's Representative~~ Sydney Trains' Representative, or anyone else acting on behalf of ~~RailCorp~~ Sydney Trains, to detect any non-compliance including where any failure arises from any negligence on the part of ~~RailCorp~~ Sydney Trains, ~~RailCorp's Representative~~ Sydney Trains' Representative or any other person.

(e)(b) Compliance by the L3C Contractor with its obligations under this clause 19 (including clause 19.7) is not evidence of compliance by the L3C Contractor with its other obligations under this L3C Agreement.

19.9 No obligation to review

(a) The L3C Contractor acknowledges and agrees that ~~RailCorp~~ Sydney Trains and ~~RailCorp's Representative~~ Sydney Trains' Representative do not assume any obligation or owe any duty of care to the L3C Contractor:

(i) to review; or

(ii) if ~~RailCorp~~ Sydney Trains and ~~RailCorp's Representative~~ Sydney Trains' Representative do review a Plan, in reviewing,

any Plan submitted by the L3C Contractor for errors, omissions or compliance with this L3C Agreement.

(b) ~~RailCorp~~ Sydney Trains gives no representation or warranty as to the suitability of any Plan. The L3C Contractor represents and warrants that it has not placed any reliance on any review of any Plan by ~~RailCorp~~ Sydney Trains.

(c) No review of, comments upon, or notice in respect of, or any failure to review, comment upon or give any notice in respect of, any Plan submitted by the L3C Contractor or any other Direction, act or omission of ~~RailCorp~~ Sydney Trains or ~~RailCorp's Representative~~ Sydney Trains' Representative (including a request under clause 19.6 in respect of any Plan) will:

(i) relieve the L3C Contractor from, or alter or affect, the L3C Contractor's liabilities, obligations or responsibilities whether under this L3C Agreement or otherwise according to Law; or

(ii) prejudice or limit ~~RailCorp~~ Sydney Trains's rights against the L3C Contractor whether under this L3C Agreement or otherwise according to Law.

20. L3C Programs

20.1 Annual L3C Program

(a) ~~Each year during the Term, RailCorp~~ At the times set out in paragraph (b) Sydney Trains will provide the L3C Contractor with projections setting out:

A-(i) for the ~~following next~~ following next Contract Year, an indication of the number of each type of Set that ~~RailCorp~~ Sydney Trains proposes to provide to the L3C Contractor for the purpose of the L3C Contractor performing the L3C Services (Car Forecast); and

(ii) for the following 6 month period, an indication of the:

A. forecast for:

~~B.1) Maintenance Centres' Rotable Parts requirements;~~
and

2) ~~forecast for~~ BCO requirements,

(together referred to as the Maintenance Centre RP and BCO Forecast). ~~and~~

~~a forecast of the information contemplated by clause 20.1(a)(i) for the following Contract Year.~~ (together referred to as the L3C Program Forecast).

(b) From the Extension Date, Sydney Trains must provide the L3C Contractor with:

(i) a Car Forecast at the following times:

A. April 2020 - Car Forecast for the period from July 2021 to June 2022;

B. April 2021 - Car Forecast for the period from July 2022 to June 2023; and

C. April 2022 - Car Forecast for the period from July 2023 to June 2024; and

(ii) a Maintenance Centre RP and BCO Forecast at the following times:

A. October 2019 - Maintenance Centre RP and BCO Forecast for the period from July 2020 to December 2020;

B. April 2020 - Maintenance Centre RP and BCO Forecast for the period from January 2021 to June 2021;

C. October 2020 - Maintenance Centre RP and BCO Forecast for the period from July 2021 to December 2021;

D. April 2021 - Maintenance Centre RP and BCO Forecast for the period from January 2022 to June 2022;

E. October 2021 - Maintenance Centre RP and BCO Forecast for the period from July 2022 to December 2022;

F. April 2022 - Maintenance Centre RP and BCO Forecast for the period from January 2023 to June 2023;

G. October 2022 - Maintenance Centre RP and BCO Forecast for the period from July 2023 to December 2023; and

H. April 2023 - Maintenance Centre RP and BCO Forecast for the period from January 2024 to June 2024.

(c) Within 3 months of receipt of the Car Forecast and Maintenance Centre RP and BCO Forecast (as applicable) the parties must jointly review the forecasts.

(d) Sydney Trains must provide the L3C Contractor with:

(i) an updated Car Forecast (the **Confirmed Car Forecast**) at the following times:

A. July 2020 - Confirmed Car Forecast for the period from July 2021 to June 2022;

B. July 2021 - Confirmed Car Forecast for the period from July 2022 to June 2023; and

C. July 2022 - Confirmed Car Forecast for the period from July 2023 to June 2024; and

(ii) a Maintenance Centre RP and BCO Forecast (**Confirmed Rotable Forecast**) at the following times:

A. January 2020 - Confirmed Rotable Forecast for the period from July 2020 to December 2020;

B. July 2020 - Confirmed Rotable Forecast for the period from January 2021 to June 2021;

C. January 2021 - Confirmed Rotable Forecast for the period from July 2021 to December 2021;

D. July 2021 - Confirmed Rotable Forecast for the period from January 2022 to June 2022;

E. January 2022 - Confirmed Rotable Forecast for the period from July 2022 to December 2022;

F. July 2022 - Confirmed Rotable Forecast for the period from January 2023 to June 2023;

G. January 2023 - Confirmed Rotable Forecast for the period from July 2023 to December 2023; and

H. July 2023 - Confirmed Rotable Forecast for the period from January 2024 to June 2024.

(b)(e) Within 20 Business Days of RailCorp Sydney Trains providing the L3C Contractor with the Confirmed Car Forecast, ~~a notice under clause 20.1(a)~~, the L3C Contractor must prepare and provide RailCorp Sydney Trains, and the Contract Management Committee, with a Draft L3C Program which:

(i) includes the:

- A. dates on which the L3C Contractor proposes that RailCorp Sydney Trains provides Sets;
- B. dates on which the L3C Contractor must endeavour to return Sets to RailCorp Sydney Trains after providing the L3C Services in accordance with this L3C Agreement;
- C. anticipated volume and types of Cars to be maintained at the Site;
- D. anticipated volume and types of Rotable Parts and Component Parts to be maintained either by the L3C Contractor at the Site or by its Associates;
- E. L3C Contractor's human resource capacity requirements to provide the L3C Services; and

F. L3C Inventory safety stock levels required to provide the L3C Services and support the Maintenance Centres; and

(ii) allows for and includes the L3C Contractor's capacity for L3C Services required under Appendix 1 to the SPTR,

so that the requirements of ~~RailCorp~~Sydney Trains's projections provided under clause 20.1(d)~~20.1(a)~~ are satisfied.

~~(e)(f)~~ Within 20 Business Days of receiving a Draft L3C Program from the L3C Contractor under clause 20.1(e)~~20.1(b)~~, ~~RailCorp~~Sydney Trains -must:

(i) review that Draft L3C Program;

(ii) subject to clause 20.1(g), determine whether any amendments to that Draft L3C Program are necessary to allow for:

A. the requirements of the corresponding notice given by ~~RailCorp~~Sydney Trains;

B. the availability of the L3C Inventory necessary to perform the L3C Services required under that Draft L3C Program;

C. Car availability requirements;

D. Car serviceability requirements;

E. Maintenance Centre constraints; or

F. any other issues considered relevant by the Contract Management Committee,

and amend the Draft L3C Program accordingly.

~~(d)(g)~~ The parties acknowledge and agree that, unless otherwise agreed by ~~RailCorp~~Sydney Trains in writing, no amendments to an Annual L3C Program may be made which would cause the Annual L3C Program to:

(i) reduce the availability of Sets on the railway;

(ii) be materially less efficient or cost effective; and

(iii) be otherwise less favourable to ~~RailCorp~~Sydney Trains,

in comparison to the Annual L3C Program agreed by the parties and included in Appendix 10 to the SPTR.

~~(e)(h)~~ Promptly upon ~~RailCorp~~Sydney Trains ~~determining~~reviewing a Draft L3C Program provided by the L3C Contractor under clause 20.1(e)~~20.1(b)~~, and amending that Draft L3C Program in accordance with clause 20.1(f)~~20.1(c)~~, ~~RailCorp~~Sydney Trains must provide the agreed Draft L3C Program to the Contract Management Committee for comment.

~~(f)(i)~~ ~~RailCorp~~Sydney Trains may incorporate any comments suggested by the Contract Management Committee into the Draft L3C Program and must provide the Draft L3C Program to the Governance Board for review and approval.

~~(g)~~(i) At the next meeting of the Governance Board after the Governance Board receives a Draft L3C Program, or Draft L3C Programs, under clause 20.1(i)~~-20.1(e)~~, the Governance Board must:

- (i) determine the Draft L3C Program; and
- ~~(ii)~~ provide each party with a copy of the Annual L3C Program endorsed by the Governance Board,

(Annual L3C Program):-

~~(h)~~(k) Every six months, RailCorp Sydney Trains will provide the L3C Contractor with an updated document identifying the material changes (if any) to the Confirmed Car Forecast~~matters set out in clauses 4-1(a)(i) and 20.1(a)(ii)~~.

20.2 Monthly L3C Program

(a) In addition to requirements of clause 20.1, each month, RailCorp Sydney Trains must provide the L3C Contractor with projections which must:

- (i) set out for the following 3 month period, the:
 - A. number of each type of Set that RailCorp Sydney Trains will endeavour to provide to the L3C Contractor for the purpose of the L3C Contractor performing the L3C Services;
 - B. dates on which RailCorp Sydney Trains will endeavour to provide those Sets;
 - C. dates on which the L3C Contractor must endeavour to return those Sets to Sydney Trains RailCorp after providing the L3C Services in accordance with this L3C Agreement;
 - D. forecast for Maintenance Centres' Rotable Parts requirements;
 - E. forecast for BCO requirements; and
 - F. the requirements for all other L3C Services required under the SPTR; and

~~(ii)~~ except for the information required under clause 20.2(a)(i)F, be generally consistent with the corresponding 3 month period in the most recent Annual L3C Program endorsed by the Governance Board and provided to the parties under clause 20.1(j)(ii).

(the Monthly L3C Forecast):-

(b) On the first Business Day of each month during the Term, the L3C Contractor must provide RailCorp Sydney Trains, and the Contract Management Committee, with a Monthly L3C Program which includes the:

- (i) anticipated volume and types of Cars to be maintained at the Site;
- (ii) anticipated volume and types of Rotable Parts and Component Parts to be maintained either by the L3C contractor at the Site or by its Associates;

- (iii) L3C Contractor's human resource capacity requirements to provide the L3C Services;
- (iv) L3C Inventory safety stock levels required to provide the L3C Services and support the Maintenance Centres; and
- (v) allows for and includes the L3C Contractor's capacity for L3C Services required under Appendix 1 to the SPTR,

so that the requirements of ~~RailCorp~~Sydney Trains's projections provided under clause 20.2(a) in the previous month are satisfied.

- (c) Promptly upon receiving a Monthly L3C Program from the L3C Contractor under clause 20.2(b), the Contract Management Committee must:
 - (i) determine the Monthly L3C Program in accordance with the requirements of clauses 20.1(f)(ii) and 20.1(g); and
 - (ii) provide each party with a copy of the Monthly L3C Program endorsed by the Contract Management Committee.

20.3 L3C Services and the L3C Program

- (a) If the L3C Contractor considers that any:
 - (i) Monthly L3C Forecast; or
 - (ii) Direction given by Sydney Trains,

results in a material change to:

 - (iii) the:
 - A. number of each type of Set to be provided to the L3C Contractor for the purposes of performing the L3C Services;
or
 - B. scope of the L3C Services to be performed on the Sets,
for the relevant Contract Year, from what was shown in the Confirmed Car Forecast; or
 - (iv) the:
 - A. number of each type of Rotable Part required by the Maintenance Centres or the BCOs to be carried out;
 - B. scope of the BCOs to be performed; or
 - C. scope of the work to be performed on the Rotable Parts,
for the relevant Contract Year, from what was shown in the Confirmed Rotable Forecast.

(Material Change) then the L3C Contractor must comply with clause 21A.
- (b) Without limiting the L3C Contractor's rights to claim a KPI Relief Event under clause 21A and subject to clauses 22.2(c) and 22.4, after the L3C Contractor submits a notice to Svdnev Trains in accordance with clause 21A.1, the Svdnev Trains'

Representative must, in its absolute discretion, give a written notice to the L3C Contractor which:

(i) _____ confirms the Monthly L3C Forecast;

(ii) _____ amends the Monthly L3C Forecast, in which case clause 20.2(b) will reapply; or

(iii) _____ elects to proceed or not to proceed with a proposed Direction.

(c) _____ The L3C Contractor must promptly comply with any notice provided by Sydney Trains under clause 20.3(b).

(a)(d) _____ Subject to clause 20.4, ~~RailCorp~~Sydney Trains must ~~use best endeavours to~~ provide the L3C Contractor with Sets at the Site, and Rotable Parts to the L3C Contractor at the Site and at Maintenance Centres, in accordance with the most recent Monthly L3C Program endorsed by the Contract Management Committee under clause 20.2(c).

(b)(e) _____ Subject to clause 20.4, in the event that ~~RailCorp~~Sydney Trains is not able to provide Sets and Rotable Parts to the L3C Contractor at the Site in accordance with the most recent Monthly L3C Program endorsed by the Contract Management Committee under clause 20.2(c), ~~RailCorp~~Sydney Trains will use best endeavours to provide the L3C Contractor with alternate work.

(e)(f) _____ Subject to:

(i) _____ ~~RailCorp~~Sydney Trains providing a Set or Rotable Part (as the case may be) in accordance with the most recent Monthly L3C Program endorsed by the Contract Management Committee under clause 20.2(c); and

(ii) _____ the L3C Contractor being delayed in providing the L3C Services by the time required by the most recent Monthly L3C Program endorsed by the Contract Management Committee under clause 20.2(c) by:

A. _____ any Variation, or ~~Work-Purchase~~ Order Variation Request, Directed by ~~RailCorp~~Sydney Trains; or

B. _____ a breach of a Cooperation and Interface Agreement by an Other Contractor which causes damage to the Site, the Plant or the L3C Inventory and which prevents the L3C Contractor from being able to carry out the L3C Services in accordance with this L3C Agreement,

_____ the L3C Contractor must use best endeavours to provide the L3C Services in accordance with the requirements of the most recent Monthly L3C Program endorsed by the Contract Management Committee under clause 20.2(c).

(d)(g) _____ Without limiting clause 20.3(f) and subject to clauses 20.3(b) and 21A, ~~The~~ L3C Contractor is not entitled to make, and ~~RailCorp~~Sydney Trains will not be liable upon, any Claim arising from, or in connection with, ~~RailCorp~~Sydney Trains:

(i) _____ providing Sets or Rotable Parts to the L3C Contractor; or

(ii) _____ requiring L3C Services or Rotable Parts from the L3C Contractor,

at times, or in amounts, which differ from the details set out in any [Annual L3C Program](#), [Monthly L3C Program](#), [Confirmed Car Forecast](#) or [Confirmed Rotable Forecast](#).

20.4 Target Maximum Number of Cars on Site

- (a) Notwithstanding any other provision of this L3C Agreement, [RailCorp Sydney Trains](#) has no obligation to provide the L3C Contractor with:
- (i) a Set (or a Car) at any time (including ~~to the L3C Contractor~~ or before the Confirmed Set Arrival Date); or
 - (ii) alternate work contemplated by clause ~~20.3(e)~~20.3(d),
- at any time at which the Number of Cars on Site is equal to or greater than the Target Maximum Number of Cars on Site.
- (b) The L3C Contractor must not make, and [RailCorp Sydney Trains](#) will not be liable upon, any Claim arising from or in connection with [RailCorp Sydney Trains](#) not providing the L3C Contractor with a Set (or a Car), or alternate work, at the times contemplated by clause 20.4(a).

21. Modifications and [Purchase Work Orders](#)

21.1 Modifications

- (a) If:
- (i) [RailCorp Sydney Trains](#) requires that the L3C Contractor carry out a Modification; or
 - (ii) there is an outstanding Modification listing for a Car in [Transport EquipMETRE](#),
- then [RailCorp Sydney Trains](#) may Direct the L3C Contractor to carry out that Modification as a Variation under clause 22.1(a)(vi).
- (b) [RailCorp Sydney Trains](#) may at any time elect to:
- (i) not proceed with a Modification; or
 - (ii) either perform the Modification itself or procure an Other Contractor to carry out the Modification.
- (c) [RailCorp Sydney Trains](#) will not be liable upon any Claim (insofar as is permitted by Law) by the L3C Contractor as a result of [RailCorp Sydney Trains](#) electing to not proceed with a Modification.

21.2 Tripartite Review (Step 1)

- (a) During the Tripartite Review Period:
- (i) Sydney Trains must provide the L3C Contractor with access to the relevant Set during a weekday Off-Peak Period (unless otherwise mutually agreed) for the purpose of the parties conducting a joint review

of the Set in order to determine the scope of the L3C Services to be carried out with respect to that Set (Tripartite Review):

(ii) the parties must make available appropriate human resources with appropriate technical skills and experience to carry out the Tripartite Review, including the following personnel:

A. one representative from the L3C Contractor;

B. one representative from Sydney Trains; and

C. one representative from a Maintenance Centre and one representative from Sydney Trains' contract management office (or such other division of Sydney Trains nominated by the Sydney Trains Representative from time to time (in its absolute discretion)).

(together the Tripartite Review Team); and

(iii) the parties must ensure that the Tripartite Review Team carry out and complete the Tripartite Review.

(b) Within 5 Business Days of carrying out the Tripartite Review, the L3C Contractor must provide the Sydney Trains Representative with an electronic scope document for each Car forming part of the Set which:

(i) has the title "Draft CCO Scope";

(ii) is dated;

(iii) is assigned a number (which must be consecutive);

(iv) details the Car numbers the subject of the proposed scope of work;

(v) provides adequate detail of the L3C Services which the Tripartite Review determined necessary, including all changes to the Base CCO Scope in respect of that Car (including schematics for each Car which forms part of that Set); and

(vi) subject to clause 21.2(c), sets out the proposed arrival date and departure date for the Set which must be generally consistent with the Monthly L3C Program determined by the Contract Management Committee under clause 20.2(c).

(c) If the proposed arrival date and departure date set out in the Draft CCO Scope is not generally consistent with the Annual L3C Program in accordance with clause 21.2(b)(vi), the L3C Contractor must identify this (including the reasons why) in the Draft CCO Scope.

(d) Within 7 Business Days of receiving a Draft CCO Scope from the L3C Contractor, Sydney Trains may:

(i) require the L3C Contractor to provide more information in connection with the Draft CCO Scope (including any information in connection with any variation to the arrival date or departure date for a Set) or to make changes to the Draft CCO Scope;

(ii) amend the proposed arrival date or departure date for a Set; or

- (iii) _____ approve the Draft CCO Scope, either conditionally or unconditionally.
- (e) _____ The L3C Contractor must promptly after receipt of a notice under clause 21.2(d)(i) provide Sydney Trains' Representative with the requested information and resubmit the Draft CCO Scope to Sydney Trains (in which case clause 21.2(d) will reapply).
- (f) _____ If:
 - (i) _____ a member of the Tripartite Review Team is not available for the Tripartite Review;
 - (ii) _____ the Set is not made available in accordance with clause 21.2(a)(i);
 - (iii) _____ the Tripartite Review is not carried out within the Tripartite Review Period: or
 - (iv) _____ the L3C Contractor does not issue a Draft CCO Scope in accordance with clause 21.2(b).

where not resolved by clause 21A, either party may refer the matter to the Contract Management Committee for review and resolution in accordance with clause 42.

21.3 Readiness Review (Step 2)

- (a) _____ During the Readiness Review Period:
 - (i) _____ the parties must make available appropriate human resources with appropriate technical skills and experience to carry out the Readiness Review, including the following personnel:
 - A. _____ one representative from the L3C Contractor; and
 - B. _____ one representative from Sydney Trains,(together the Readiness Review Team); and
 - (ii) _____ the parties must ensure that the Readiness Review Team carry out and complete the Readiness Review.
- (b) _____ If either party becomes aware during the Readiness Review that any additional L3C Services (including Out of Course work) should be provided on a Car and such additional L3C Services have not been previously identified in the Draft CCO Scope (as changes to the Base CCO Scope), that party must notify the other party.
- (c) _____ Within 5 Business Days of carrying out the Readiness Review, the L3C Contractor must provide the Sydney Trains Representative with an updated electronic scope document for each Car forming part of the Set which:
 - (i) _____ has the title "Final CCO Scope";
 - (ii) _____ is dated;
 - (iii) _____ is assigned a number (which must be consecutive);
 - (iv) _____ details the Car numbers the subject of the proposed scope of work;
 - (v) _____ provides adequate detail of the L3C Services which the Tripartite Review and Readiness Review determined necessary, including all changes to

the Base CCO Scope in respect of that Car (including schematics for each Car which forms part of that Set); and

- (vi) sets out the confirmed arrival date and departure date for that Set which must be generally consistent with the dates set out in the Draft CCO Scope approved under clause 21.2.
- (d) Within 7 Business Days of receiving a Final CCO Scope from the L3C Contractor, Sydney Trains may:
 - (i) require the L3C Contractor to provide more information in connection with the Final CCO Scope (including any information in connection with any variation to the arrival date or departure date for a Set) or to make changes to the proposed Final CCO Scope;
 - (ii) approve or amend the arrival date and departure date for that Set (**Confirmed Set Arrival Date and Confirmed Set Departure Date** respectively); or
 - (iii) approve the Final CCO Scope, either conditionally or unconditionally.
- (e) The L3C Contractor must promptly after receipt of a notice under clause 21.3(d)(i) provide Sydney Trains' Representative with the requested information and resubmit the Final CCO Scope to Sydney Trains (in which case clause 21.3(d) will reapply).
- (f) If:
 - (i) a member of the Readiness Review Team is not available for the Readiness Review;
 - (ii) the Readiness Review is not carried out within the Readiness Review Period; or
 - (iii) the L3C Contractor does not issue a Final CCO Scope in accordance with clause 21.3(c),

where not resolved by clause 21A, either party may refer the matter to the Contract Management Committee for review and resolution in accordance with clause 42.
- (g) Notwithstanding any other provision of this L3C Agreement, if the parties cannot agree on the Final CCO Scope (including the changes to the Base CCO Scope) in accordance with clause 21.3 Sydney Trains reserves the right (in its absolute discretion) to determine any Final CCO Scope,

21.221.4 Purchase Work Orders (Step 3)

- (a) Subject to clause 20.4 and, promptly upon RailCorp Sydney Trains providing the L3C Contractor with access to a Set for the purpose of the L3C Contractor providing the L3C Services;
 - (i) Sydney Trains and the L3C Contractor must carry out and complete a joint review of the Set in order to determine if any additional L3C Services are to be carried out with respect to that Set (**Incoming Inspection**) ~~RailCorp will provide the L3C Contractor with a Work Order for each Car which makes that Set; and.~~
 - (a)(ii) Sydney Trains will provide the L3C Contractor with a Purchase Order (which will annex the Final CCO Scope finalised by the parties during the

Readiness Review) for each Car which makes that Set including any additional L3C Services identified in the Incoming Inspection.

(b) If:

- (i) the Incoming Inspection is not carried out promptly upon Sydney Trains providing the L3C Contractor with access to a Set; or
- (ii) Sydney Trains or the L3C Contractor is not available for the Incoming Inspection,

where not resolved by clause 21A, either party may refer the matter to the Contract Management Committee for review and resolution in accordance with clause 42.

(b)(c) Any PurchaseWork Order provided by RailCorpSydney Trains under clause 21.4(a)(i) may include any Modification to that Car which RailCorpSydney Trains Directed under clause 21.1(a).

(e)(d) On or around the time that RailCorpSydney Trains provides the L3C Contractor with a Direction to provide L3C Services on a Rotable Part, RailCorpSydney Trains will provide the L3C Contractor with a PurchaseWork Order for that Rotable Part if required by the R2P Interface Protocol.

(e) Notwithstanding any other provision of this L3C Agreement, if the parties cannot agree on the Final CCO Scope (including any changes to the Base CCO Scope) in accordance with clause 21.3, Sydney Trains reserves the right to determine the scope of any Purchase Order.

(d)(f) The L3C Contractor must perform on each Car or Rotable Part (as the case may be):

- (i) the L3C Services required by the Work-OrderPurchase-Order issued for that Car or Rotable Part (as the case may be);
- (ii) the On-Condition Inspections required by this L3C Agreement; and
- (iii) if the Car, or Rotable Part (as the case may be), does not meet the inspection criteria for that On-Condition Inspection, the L3C Services that must be provided to that Car, or Rotable Part (as the case may be), due to its failure to meet the inspection criteria for that On-Condition Inspection,

within the time periods required by this L3C Agreement.

(e)(g) If the L3C Contractor, acting reasonably, considers during the Incoming Inspection, any On-Condition Inspection or otherwise that any additional L3C Services ((including Out of Course work) which have not been identified in the relevant Purchase Order or Final CCO Scope) must be provided on a Car, or Rotable Part (as the case may be), in order for the:

- (i) Car, or Rotable Part (as the case may be), to be brought to the condition required by this L3C Agreement; or
- (ii) L3C Contractor to be able to comply with its obligations under this L3C Agreement,

the L3C Contractor must provide RailCorpSydney Trains's Representative with a notice which:

- (iii) has the title "~~Work Order~~Purchase Order Variation Request"
- (iv) is dated;
- (v) has ascribed numbers (which must be consecutive);
- (vi) details the Car numbers, or the Rotable Part identification number (as the case may be), the subject of the ~~Work Order~~Purchase Order Variation Request;
- (vii) provides adequate detail of the L3C Services which the L3C Contractor reasonably considers must be provided on the Car or Rotable Part (as the case may be);
- (viii) sets out the amount of time which the L3C Contractor proposes it will take to carry out the L3C Services under the ~~Work Order~~Purchase Order Variation Request;
- (ix) sets out the costs which the L3C Contractor proposes should be added to the L3C Services Fee in respect of the provision of the L3C Services the subject of the ~~Work Order~~Purchase Order Variation Request and which must be calculated using the schedule of rates referred to in Schedule 20 for:
 - A. subject to clause ~~21.4(g)(ix)~~21.4(g)(ix)~~B.~~ day shift hourly rates (Monday to Friday); or
 - B. if the L3C Contractor can demonstrate, to the satisfaction of ~~RailCorp~~Sydney Trains's Representative, that the L3C Services the subject of the ~~Work Order~~Purchase Order Variation Request cannot be carried out by the L3C Contractor within the times contemplated by the day shift hourly rates (Monday to Friday), the rates which apply to the times at which the L3C Contractor demonstrates to the satisfaction of ~~RailCorp~~Sydney Trains's Representative it will carry out those L3C Services;
- ~~(x)~~ sets out the obligations under this L3C Agreement with which the L3C Contractor will not be able to comply (including any impact on the ability to provide a Certificate of Readiness or Certificate of Completion) if the additional L3C Services are not performed; ~~and~~
- ~~(xi)~~ states the number of days of extension claimed to any Confirmed Set Departure Date (if any) together with the basis of calculating that period, including detailed particulars of how the L3C Contractor has been or will be delayed in achieving the relevant Confirmed Set Departure Date as a result of the additional L3C Services required:
- ~~(xii)~~ states any impact on the L3C Contractor's ability to meet the Key Performance Indicators:
- ~~(x)~~
- ~~(xi)~~(xiii) sets out any other information requested by the ~~RailCorp~~Sydney Trains Representative.
- ~~(f)~~(h) Promptly after receiving a ~~Work Order~~Purchase Order Variation Request from the L3C Contractor under clause ~~21.4(g)~~21.4(g)~~21.2(e)~~ or information from the L3C Contractor under clause ~~21.4(i)~~21.4(i). ~~RailCorp~~Sydney Trains must will:

- (i) Direct the L3C Contractor to proceed with the L3C Services the subject of the ~~Work OrderPurchase Order~~ Variation Request in which case clause ~~21.4(j)~~~~21.4(j)~~~~21.2(h)~~ will apply; ~~or~~
 - (ii) _____ require the L3C Contractor to provide more information in connection with the ~~Work OrderPurchase Order~~ Variation Request (including any information in connection with any amount of time that the L3C Contractor proposes it will be take to carry out the L3C Services or the cost that the L3C Contractor proposes be added to the L3C Services Fee on account of the provision of those L3C Services); ~~or~~
 - (iii)(iii) _____ reject the Purchase Order Variation Request.
- (g)(i) _____ The L3C Contractor must promptly after receipt of a Direction under clause ~~21.4(h)(ii)~~~~21.4(h)(ii)~~~~21.2(f)(ii)~~ provide RailCorpSydney Trains's Representative with the requested information.
- (j) _____ Subject to clause 21.7(e), if RailCorpSydney Trains -gives the L3C Contractor a Direction to proceed with the L3C Services the subject of the ~~Work OrderPurchase Order~~ Variation Request under clause ~~21.4(h)(i)~~~~21.4(h)(i)~~~~21.2(f)(i)~~, the ~~Work OrderPurchase Order~~ to which the ~~Work OrderPurchase Order~~ Variation Request relates will be deemed to be varied so as to include the L3C Services required under the ~~Work OrderPurchase Order~~ Variation Request for the costs specified in that ~~Work OrderPurchase Order~~ Variation Request.

21.5 Test Road Technical Review (Step 4)

- (a) _____ The L3C Contractor agrees that:
 - (i) _____ by the time a Set arrives at the Test Road the Preliminary Service Report must be up to date and available for inspection by Sydney Trains; and
 - (ii) _____ a minimum of 48 hours in advance of the date the L3C Contractor wishes to return the Set to Sydney Trains, the Final Service Report must be up to date and available for inspection by Sydney Trains.
- (b) _____ The L3C Contractor must notify the Sydney Trains Representative a minimum of 48 hours in advance of the date the L3C Contractor wishes to procure the carrying out of the Technical Review on the Test Road.
- (c) _____ The parties must make available appropriate human resources with appropriate technical skills and experience to carry out the Technical Review, including the following personnel:
 - (i) _____ one representative from the L3C Contractor; and
 - (ii) _____ one representative from Sydney Trains;
 - (iii) _____ one representative from a Maintenance Centre and one representative from Sydney Trains' contract management office (or such other division of Sydney Trains nominated by the Sydney Trains Representative from time to time (in its absolute discretion)).

(together the **Technical Review Team**).
- (d) _____ The parties must ensure that the Technical Review Team carry out and complete the Technical Review.
- (e) _____ If:

(i) a member of the Technical Review Team is not available for the Technical Review; or

(ii) the Technical Review is not carried out.

where not resolved by clause 21A, either party may refer the matter to the Contract Management Committee for review and resolution in accordance with clause 42.

21.6 Set Trial (Step 5)

(a) The L3C Contractor must notify the Sydney Trains' Representative a minimum of 48 hours in advance of the date the L3C Contractor wishes to procure the carrying out of the Set Trial.

(b) The parties must make available appropriate human resources with appropriate technical skills and experience to carry out the Set Trial, including the following personnel:

(i) one representative from the L3C Contractor;

(ii) one representative from Sydney Trains;

(iii) the train crew; and

(iv) if required by Sydney Trains, one representative from a Maintenance Centre and one representative from Sydney Trains' contract management office (or such other division of Sydney Trains nominated by the Sydney Trains Representative from time to time (in its absolute discretion)).

(together the Set Trial Team).

(c) Sydney Trains must provide the L3C Contractor with access to such parts of the Sydney Trains Network as is reasonably necessary during an Off-Peak Period for the purpose of the parties conducting a Set Trial.

(d) The Set Trial Team must carry out and complete the Set Trial.

(e) If:

(i) the L3C Contractor does not comply with the notice requirements in clause 21.6(a);

(ii) a member of the Set Trial Team is not available for the Set Trial; or

(iii) those parts of the Sydney Trains Network reasonably necessary for a Set Trial are not made available to the L3C Contractor for the purposes of carrying out the Set Trial.

where not resolved by clause 21A, either party may refer the matter to the Contract Management Committee for review and resolution in accordance with clause 42.

(f) Subject to clauses 21.7(e) and 10, upon completion of the Set Trial, the L3C Contractor must provide the Sydney Trains Representative with either:

(i) a completed Post-Trial WIP and signed Certificate of Readiness for a Set in accordance with clause 10.1(c); or

- (ii) if the L3C Contractor considers that it cannot provide a Certificate of Readiness, it must notify Sydney Trains and provide reasons in writing for not providing a Certificate of Readiness, and clause 10.3 will apply; and

21.7 Return of Sets (Step 6)

- ~~(h)~~(a) Without limiting any other provision of this L3C Agreement, the L3C Contractor must, at or before the time the L3C Contractor returns the relevant Car, or Rotable Part (as the case may be), to RailCorpSydney Trains as part of the L3C Services, provide RailCorpSydney Trains's Representative with:
- (i) the ~~Work-OrderPurchase Order~~ for that Car or Rotable Part (as the case may be);
 - (ii) any ~~Work-OrderPurchase Order~~ Variation Requests the subject of a Direction by RailCorpSydney Trains under clause 21.4(h)(i)~~21.4(h)(i)~~ for that Car or Rotable Part (as the case may be);
 - (iii) the results of all On-Condition Inspections carried out upon that Car or Rotable Part (as the case may be); and
 - (iv) a schedule which provides detail of the L3C Services Fee for the L3C Services provided on that Car, or Rotable Part (as the case may be), showing a breakdown of the amount for each part of the L3C Services that the L3C Contractor provided as required by:
 - A. clause 21.4(f)(i)~~21.4(f)(i)~~;
 - B. clause 21.4(f)(iii)~~21.4(f)(iii)~~; and
 - C. as a result of RailCorpSydney Trains giving a Direction under clause 21.4(h)(i)~~21.4(h)(i)~~.
- ~~(h)~~(b) The L3C Contractor is not entitled to, and RailCorpSydney Trains will not be liable upon, any Claim against RailCorpSydney Trains in connection with any L3C Services which are not included in a ~~Work-OrderPurchase Order~~.
- (c) No ~~Work-OrderPurchase Order~~ Variation Request will invalidate this L3C Agreement and no work may be carried out on a Car by the L3C Contractor outside of the terms of this L3C Agreement.
- (d) Subject to clause 21.7(e), the L3C Contractor is not entitled to commence any L3C Services which are not included in a Purchase Order (as varied under clause 21.4(j))~~21.4(j)~~.
- (e) Subject to clause 21.7(g), if the L3C Contractor has or will submit to the Sydney Trains Representative a Purchase Order Variation Request in accordance with clause 21.4(g)~~21.4(g)~~ and:
- (i) the subject of the Purchase Order Variation Request relates to Out of Course Work or On Condition Work for:
 - A. CCOs or BCOs that is on the critical path, meaning that if the work is not immediately carried out the L3C Contractor will be unable to return the Set by the relevant Confirmed Set Departure Date; or

B. internal or external Rotable Part maintenance services that are on the critical path, meaning that if the maintenance services are not immediately carried out the L3C Contractor will not be able to deliver the Rotable Part to the Maintenance Centres by the relevant delivery date; and

(ii) the L3C Contractor considers (acting reasonably) that the relevant Out of Course Work or On Condition Work will take less than or equal to 15.2 hours to carry out and complete.

(Simple Works) then without limiting Sydney Trains' rights under clause 21.4(h)21.4(h), the L3C Contractor may perform the Simple Works prior to receiving approval from Sydney Trains under clause 21.4(h)(i).

(f) The L3C Contractor acknowledges and agrees that the Sydney Trains Representative or any person nominated by the Sydney Trains Representative may carry out audits on the L3C Contractor's compliance with clause 21.7(e).

(g) Sydney Trains reserves the right to suspend, at any time, the L3C Contractor's right to carry out Simple Works under clause 21.7(e) prior to receiving approval from Sydney Trains to proceed with the relevant work under clause 21.4(h)(i).

21A KPI Relief Events

21A.1 Entitlement to relief from obligations

(a) If the L3C Contractor becomes aware of a KPI Relief Event which has affected, or will affect, its ability to meet a relevant KPI for the purposes of the definition of "KPI Relief Event" (Relevant KPIs), and wishes to make a Claim for KPI Relief against Sydney Trains, the L3C Contractor must give the Sydney Trains Representative, written notice including:

(i) details of the KPI Relief Event;

(ii) details of any impact to the delivery of the L3C Services including the Annual L3C Program and Monthly L3C Program;

(iii) details of why the L3C Contractor considers that the KPI Relief Event impacts its ability to meet the Relevant KPIs;

~~(iv)~~ (iv) details of the action the L3C Contractor has taken and proposes to take to avoid or minimise the consequences of the KPI Relief Event; and

(v) details of the requested adjustment (if any) to the Relevant KPIs.

within the time periods specified in clause 21A.1(b).

(b) The L3C Contractor must give the Sydney Trains Representative written notice under paragraph (a) within the following time periods of when the L3C Contractor should reasonably have become aware of the first occurrence of the KPI Relief Event:

(i) 10 Business Days:

A. where the L3C Contractor is claiming relief in respect of the COS KPI; or

B. for any KPI Relief Events within paragraph (a) or (b) of the definition of KPI Relief Event;

- (ii) 10 Business Days where the L3C Contractor is claiming relief in respect of the DOS KPI;
- (iii) 10 Business Days where the L3C Contractor is claiming relief in respect of the PTS KPI;
- (iv) 10 Business Days where the L3C Contractor is claiming relief in respect of the POF KPI;
- (v) 10 Business Days where the L3C Contractor is claiming relief in respect of the Inventory Accuracy KPI; and
- (vi) 10 Business Days where the L3C Contractor is claiming relief in respect of the Service Life KPI.

21A.2 Actions to be taken

The L3C Contractor must:

- (a) continue to carry out the L3C Services in accordance with the L3C Agreement and all Directions of the Sydney Trains' Representative including any in respect of which notice has been given under this clause 21A;
- (a) promptly after the occurrence of the KPI Relief Event, take and continue to take all proper and reasonable steps to mitigate the consequence of the KPI Relief Event (including by accelerating the performance of other parts of the L3C Services so as to overcome the whole or part of the effect of the KPI Relief Event);
- (b) refer the matter to the Contract Management Committee for review; and
- (k)(c) after giving a notice under clause 21A.1, continue to provide the Sydney Trains Representative with all relevant information relating to the KPI Relief Event.

21A.3 Conditions precedent to relief

It is a condition precedent to any relief or entitlement in respect of a KPI Relief Event being granted that:

- (a) the KPI Relief Event has affected the L3C Contractor's ability to meet the Relevant KPIs and, as a consequence, has or may cause a reduction in one or more portions of the Performance Payment (as defined in Schedule 20) (Performance Payment);
- (b) the L3C Contractor has complied with its obligations under clauses 20.3(a), 21A.1 and 21A.2;
- (c) neither the L3C Contractor nor its Associates has, by act or omission, directly or indirectly caused the KPI Relief Event; and
- (d) the cause of the KPI Relief Event was beyond the reasonable control of the L3C Contractor and its Associates.

21A.4 Relief

- (a) If the conditions precedent in clause 21A.3 have been satisfied, then:
 - (i) the L3C Contractor will be entitled to an adjustment to the relevant portion of the Performance Payment to take into account the fact that the L3C Contractor was unable to meet the Relevant KPI because of the KPI

Relief Event, as determined by the Sydney Trains Representative (acting reasonably): and

(ii) no Event of Default will arise as a result of the L3C Contractor not meeting a Relevant KPI as a consequence of the KPI Relief Event.

(b) The parties agree that:

(i) the L3C Contractor's rights under clause 21A.4(a) are its sole remedy in respect of any KPI Relief Event:

(ii) any adjustment made to the relevant portion of the Performance Payment as a result of the KPI Relief Event should not reduce the Performance Payment; and

(iii) except for any entitlement under clause 21A.4(a), in no event will Sydney Trains be liable to the L3C Contractor (in contract for breach of this L3C Agreement, under an indemnity, for debt, in tort including negligence, by way of strict or vicarious liability, under statute or otherwise according to Law or in equity) for any loss or damage suffered or incurred by the L3C Contractor and the L3C Contractor is not entitled to make, and Sydney Trains will not be liable upon, any Claim arising from, or in connection with, a KPI Relief Event.

22. Variations to the L3C Services

22.1 Variations

(a) RailCorp Sydney Trains's Representative may Direct:

(i) a variation to the Pricing Schedule if RailCorp Sydney Trains is entitled to an adjustment to the Management Payment under ~~section~~ clause 24 of Schedule 20;

~~(ii)~~ the L3C Contractor to carry out any Project Work;

~~(iii)~~ (ii) the L3C Contractor to change the character (including omitting any part of the L3C Services and have that work undertaken by any Other Contractor) of the L3C Services;

~~(iv)~~ (iii) the L3C Contractor to change the quality or performance requirements of the L3C Services;

~~(v)~~ (iv) the L3C Contractor to provide services other than those currently contemplated by this L3C Agreement;

~~(vi)~~ (v) provide the L3C Services, or other services, at a location other than the Site; or

~~(vii)~~ (vi) the L3C Contractor to carry out a Modification.

(b) The RailCorp Sydney Trains Representative may give a notice to the L3C Contractor of any proposed Direction under this clause 22.1. Within 20 Business Days of receipt of the proposed Direction the L3C Contractor must provide the RailCorp Sydney Trains Representative with a notice which:

(i) has the title "Variation Direction Proposal";

(ii) is dated;

- (iii) has ascribed numbers (which must be consecutive);
- (iv) sets out whether the Direction or proposed Direction can be effected and, if so, the likely effect on:
 - A. any warranties under this L3C Agreement;
 - B. the ability of the L3C Contractor to provide a Certificate of Completion or Certificate of Readiness;
 - C. the most recent Monthly L3C Program endorsed by the Contract Management Committee under clause 20.2(c); and
 - D. the L3C Services Fee; and
- (v) contains any other information reasonably required by RailCorpSydney Trains.

(c) RailCorpSydney Trains may, after receiving advice from the L3C Contractor under clause 22.1(b), Direct a Variation to which that advice relates. Whether or not, the Sydney Trains' Representative has issued a notice of any proposed Direction under clause 22.1 or the L3C Contractor has issued a "Variation Proposal", the Sydney Trains' Representative may at any time Direct the L3C Contractor to carry out a Variation by issuing a written document to the L3C Contractor in which the Sydney Trains' Representative will state one of the following:

- (i) the proposed adjustment to the L3C Services Fee as set out in the L3C Contractor's "Variation Proposal" under clause 22.1(b), (if any) is agreed and the L3C Services Fee will be adjusted accordingly; or
- (vi)(ii) any adjustment to the L3C Services Fee will be determined under clause 22.3.

(e)(d) Unless the RailCorpSydney Trains Representative and the L3C Contractor agree upon the price for a Variation directed or approved under this clause 22.1, the RailCorpSydney Trains Representative will value the Variation under clause 22.3. RailCorpSydney Trains's Representative will endeavour to determine the valuation before the aspect of the L3C Services to which the Variation relates, commences.

(d)(e) The L3C Contractor will not be paid for a Variation for which the L3C Contractor does not have written authorisation from the RailCorpSydney Trains Representative. If the L3C Contractor considers that any:

- (i) Direction given by RailCorpSydney Trains; or
- (ii) ~~Work Order~~Purchase Order,

requires the L3C Contractor to carry out a Variation, but RailCorpSydney Trains has not expressly identified it in writing as a Variation Direction under clause 22.1(b) or a Direction under clause 22.1(c), then within 5 Business Days of being given the Direction or the ~~Work Order~~Purchase Order (as the case may be), the L3C Contractor must:

- (iii) notify RailCorpSydney Trains's Representative in writing that the L3C Contractor considers it to be a Direction or a ~~Work Order~~Purchase Order (as the case may be) requiring the L3C Contractor to carry out a Variation; and.

~~(iii)~~(iv) continue to carry out the L3C Services in accordance with the L3C Agreement and all Directions of the Sydney Trains' Representative, including any Direction in respect of which notice has been given under this clause 22.1(e).

~~(e)~~(f) The L3C Contractor will not be entitled to make, and RailCorp Sydney Trains will not be liable upon, any Claim against RailCorp Sydney Trains under this clause 22 arising out of, or in any way in connection with, the Direction or the Work OrderPurchase Order (as the case may be) unless the L3C Contractor gives the notice required by clause 22.1(e).

~~(#)~~(a) No Variation will invalidate this L3C Agreement.

22.2 L3C Contractor Initiated Variations

- (a) The L3C Contractor may seek a Variation to the L3C Services where:
- (i) the information, data or material provided to the L3C Contractor by RailCorp Sydney Trains on or before the Execution Date is inaccurate or incomplete and precludes the L3C Contractor from undertaking any material component of the L3C Services;
 - (ii) subject to maintenance requirements of the Lease, if major Plant is to be:
 - A. overhauled either in accordance with the recommendations of the manufacturer or otherwise to maintain production tolerances;
 - B. replaced at the end of its economic life; or
 - C. improved to facilitate the efficient and cost effective provision of the L3C Services;
 - (iii) the L3C Contractor considers that an aspect of the L3C Services:
 - A. are not set out in the SPTR; and
 - B. are not covered by any part of the L3C Services Fee;
 - (iv) the L3C Contractor becomes entitled to an adjustment to part of the Management Payment under ~~section~~ clause 2.4 of Schedule 20; or
 - (v) clause 15.8 of the Lease applies.
- (b) The RailCorp Sydney Trains Representative, acting reasonably, will make a determination as to the L3C Contractor initiated Variation and if RailCorp Sydney Trains determines to direct a Variation, may give a Direction to the L3C Contractor in accordance with clause 22.1.
- (c) The L3C Contractor may, for its convenience, request the Sydney Trains' Representative to direct a Variation where there is a Material Change under clause 20.3(a). Any such request must be in writing and must contain the following details:
- (i) a description of the Variation;
 - (ii) the additional or reduced costs or time involved in the Variation and any proposal for sharing any savings in costs with Sydney Trains including the amount; and

- (iii) any benefits which will flow to Sydney Trains from the Variation.
- (d) After a request is made by the L3C Contractor in accordance with clause 22.2(c), the Sydney Trains' Representative will, in its absolute discretion, give a written notice to the L3C Contractor:
 - (i) rejecting the request; or
 - (ii) approving the request either conditionally or unconditionally.
- (e) The Sydney Trains' Representative will not be obliged to exercise its discretion for the benefit of the L3C Contractor.
- (f) If the Sydney Trains' Representative issues a written notice under clause 22.2(d) approving the L3C Contractor's request under clause 22.2(c):
 - (i) unless otherwise agreed, the L3C Contractor will not be entitled to make a Claim against Sydney Trains arising out of, or in any way in connection with, the Variation;
 - (ii) if the L3C Contractor's request offered to share savings in cost with the Sydney Trains, the L3C Services Fee will be reduced by the amount offered by the L3C Contractor in its request; and
 - (iii) the L3C Contractor will be responsible for all parts of the L3C Services which are in any way affected by the Variation.

22.3 Valuation

- (a) Notwithstanding any other provision of this L3C Agreement, if:
 - (i) ~~RailCorp Sydney Trains~~ Directs a Variation under clause 22.1(a)(i); or
 - (ii) the L3C Contractor requests a Variation under clause 22.2(a)(iv),
 the L3C Contractor's sole entitlement is an adjustment to that part of the Management Payment (being the relevant management fee) which directly relates to the aspect or component of the L3C Services the subject of the Variation Directed by ~~RailCorp Sydney Trains~~ as calculated under clause 22.3(b), ~~unless the Variation is in respect of the procurement management fee in which case the adjustment will be calculated in accordance with procedure set out in section 1 of Schedule 20.~~
- (b) Where this L3C Agreement provides that a valuation must be made under this clause 22.3 the ~~RailCorp Sydney Trains~~ Representative will make the valuation using the following order of precedence:
 - (i) ~~either:~~
 - (A) ~~in relation to a Variation to carry out Project Work contemplated by Schedule 9, using the budget prices referred to in Schedule 9 for that Project Work as adjusted by agreement between the parties to reflect changes to that Project Work including:~~
 - (i) ~~the detailed scope and volume of that Project Work; and~~
 - (ii) ~~the time passed since the Execution Date; or~~

(ii)(i) using the process and schedule of rates referred to in Schedule 20 to the extent that it is reasonable to use them; and

(ii)(ii) using reasonable rates or prices as determined jointly by both parties, or if not so agreed, then as reasonably determined by the RailCorp Sydney Trains Representative.

To the extent a valuation under this clause 22.3(b) relates to hourly rates, the parties acknowledge and agree that the rates for, or equivalent to, the day shift hourly rates (Monday to Friday) set out in Schedule 20 will be used unless the L3C Contractor can demonstrate, to the satisfaction of RailCorp Sydney Trains's Representative, that the work the subject of the valuation cannot be carried out by the L3C Contractor within the times contemplated by the day shift hourly rates (Monday to Friday).

(c) Where a valuation is made in accordance with this clause 22.3 the relevant L3C Services Fee will be increased or decreased (as the case may be) by the amount of the valuation.

22.4 Omissions

(a) If the RailCorp Sydney Trains Representative Directs a Variation omitting or deleting any work from the L3C Services:

(i) RailCorp Sydney Trains may either perform this work itself or employ or engage an Other Contractor to carry out and execute the omitted or deleted work;

(ii) RailCorp Sydney Trains will not be liable upon any Claim (insofar as is permitted by Law) by the L3C Contractor as a result of any work being omitted or deleted from the L3C Services, whether or not RailCorp Sydney Trains:

A. performs this work itself;

B. employs or engages an Other Contractor to carry out and execute the omitted or deleted work; or

C. elects not to have the omitted or deleted work carried out and executed; and

(iii) the work which has been omitted or deleted will be valued in accordance with clause 22.3.

(b) Notwithstanding clause 22.4(a), if:

(i) Sydney Trains RailCorp Directs a Variation permanently omitting or deleting all BCO and CCO work from the L3C Services for a type of Set (other than an L, R, or S, V or XPT Set at any time or a C or K Set after 1 July 2022):

(ii) that Variation directly causes:

A. a significant reduction in the efficiencies that the L3C Contractor can apply to the provision of the L3C Services; and

B. excess employee capacity, or secondee capacity, for the L3C Contractor at the Site and the L3C Contractor, or a Key

Provider, cannot redeploy those excess employees or secondees;

(iii) the effects of that Variation contemplated by clause 22.4(b)(ii) have not been offset, or materially reduced, by:

A. RailCorp Sydney Trains:

- 1) Directing other Variations; or
- 2) otherwise providing the L3C Contractor with additional work; or

B. the L3C Contractor diligently pursuing the opportunity to provide Private Services,

then, L3C Contractor may serve RailCorp Sydney Trains with a notice which establishes the requirements of this clause 22.4(b).

(c) If:

- (i) the L3C Contractor provides a notice in accordance with clause 22.4(b); and
- (ii) RailCorp Sydney Trains is reasonably satisfied that the requirements of clause 22.4(b) have been met,

then, RailCorp Sydney Trains will, acting in good faith, review the:

- (iii) availability of alternative work that could form part of the L3C Services or the Private Services;
- (iv) schedule of rates that applies to the parts of the L3C Services affected by the Variation the subject of the L3C Contractor's notice; and
- (v) criteria used to calculate the performance measures affected by the Variation the subject of the L3C Contractor's notice,

and provide the L3C Contractor with notice of the findings of RailCorp's Sydney Trains' review.

(d) The L3C Contractor acknowledges and agrees that any omission or deletion under this clause 22.4 will not constitute a repudiation by RailCorp Sydney Trains of this L3C Agreement.

22.5 Change in Standard and Change in Law

(a) If the L3C Contractor becomes aware of a Change in Standard or Change in Law the L3C Contractor must:

(i) promptly notify RailCorp Sydney Trains of the proposed Change in Standard or Change in Law; and

(ii) if requested by RailCorp Sydney Trains:

A. provide RailCorp Sydney Trains with details of the likely effects of the Change in Standard or Change in Law on the L3C Services, if the L3C Contractor was to adopt the Change in Standard or the Change in Law; and

B. otherwise consult with [RailCorpSydney Trains](#) in relation to the Change in Standard or Change in Law.

- (b) Subject always to clause 22.5(c), where a change is required to the L3C Services as a result of a Change in Standard or Change in Law, that change may constitute a Variation and be valued in accordance with clause 22.3.
- (c) The L3C Contractor will have no entitlement to, must not make and [RailCorpSydney Trains](#) will not be liable upon, any Claim by the L3C Contractor for any Change in Standard or Change in Law identified in or reasonably ascertainable from the Transition In Plan.

22.6 Options

- (a) Without limiting or otherwise restricting this clause 22, [RailCorpSydney Trains](#) may provide the L3C Contractor with notice requesting the L3C Contractor to negotiate the provision of other fleet maintenance services (whether similar to the L3C Services or not) at the Site or at any other location.
- (b) If [RailCorpSydney Trains](#) provides the L3C Contractor with a notice under clause 22.6(a):
- (i) the parties must promptly meet to negotiate in good faith the terms and conditions on which the L3C Contractor would agree to provide the services the subject of the notice; and
 - (ii) within a reasonable time of the parties meeting as contemplated by clause 22.6(b)(i), the L3C Contractor must provide [RailCorpSydney Trains](#) with a notice setting out:
 - A. whether the L3C Contractor can provide the proposed services; and
 - B. if so, the likely effect of the proposed services on:
 - 1) the L3C Services Fee;
 - 2) the L3C Contractor's ability to provide the L3C Services in accordance with this L3C Agreement; and
 - 3) any issue reasonably requested by [RailCorpSydney Trains](#).
- (c) If the L3C Contractor provides a notice under clause 22.6(b)(ii) stating that it can provide the services proposed by [RailCorpSydney Trains](#) under this clause 22.6, [RailCorpSydney Trains](#) may, but is not obliged to, Direct a Variation requiring the L3C Contractor to provide those services as part of the L3C Services.
- (d) The L3C Contractor acknowledges and agrees that this clause 22.6 does not oblige [RailCorpSydney Trains](#) to request or obtain any services from the L3C Contractor and does not restrict or otherwise affect [RailCorpSydney Trains's](#) ability to request or obtain any services from any other person. The L3C Contractor is not entitled to make, and [RailCorpSydney Trains](#) will not be liable upon, any Claim in connection with [RailCorpSydney Trains](#) not requesting the L3C Contractor to provide the services contemplated by this clause 22.6.

23. RailCorpSydney Trains Works

23.1 RailCorpSydney Trains Works Program

- (a) Once each year during the Term, RailCorpSydney Trains will provide the L3C Contractor with a RailCorpSydney Trains Works Program for the period commencing on the following 1 July and ending on 30 June in the following year.
- (b) Each month, RailCorpSydney Trains must provide the L3C Contractor with a RailCorpSydney Trains Works Program for the following 3 month period.

23.2 Access

- (a) Subject to:
 - (i) the terms of the Access Licence;
 - (ii) the requirements of Schedule 4; and
 - (iii) clause 23.2(c),

RailCorpSydney Trains and RailCorpSydney Trains's Associates may access the Project Shop at the times specified in the most recent RailCorpSydney Trains Works Program to carry out the RailCorpSydney Trains Works.
- (b) The L3C Contractor may only access the Project Shop, and may only permit another person to access the Project Shop, during any period in which RailCorpSydney Trains has exercised its right for it, or its Associates, to access the Project Shop in accordance with clause 23.2(a) if the L3C Contractor:
 - (i) reasonably requires access to address an event or circumstances which present a significant risk of material harm to any person, the L3C Services, the Site or the Environment;
 - (ii) otherwise reasonably requires access to the Project Shop to discharge its obligations under a L3C Transaction Document and the L3C Contractor has provided RailCorpSydney Trains with reasonable notice; or
 - (iii) obtains RailCorpSydney Trains's prior written consent.
- (c) If:
 - (i) RailCorpSydney Trains has the right to access the Project Shop to carry out RailCorpSydney Trains Works under clause 23.2(a); and
 - (ii) the L3C Contractor has assets in the Project Shop as a result of incomplete Private Services which are:
 - A. the subject of a Direction by RailCorpSydney Trains under clause 24.1(d)(i); and
 - B. have been carried out in accordance with the corresponding Private Services Application and otherwise in accordance with this L3C Agreement,

then, the Governance Board will determine which party has the right to use the Project Shop to carry out their respective works or services.

23.3 L3C Contractor obligations

- (a) The L3C Contractor:
- (i) without limiting any other term of this L3C Agreement, is solely responsible for the movement of all Cars within the Site in connection with the [RailCorp Sydney Trains](#) Works; and
 - (ii) acknowledges that it must move Cars:
 - A. from the [RailCorp Sydney Trains](#) Network, through the Site and into the specified place within the Project Shop; and
 - B. from the Project Shop, through the Site and back to the [RailCorp Sydney Trains](#) Network,at the rates set out in Schedule 20, in order for [RailCorp Sydney Trains](#), [RailCorp Sydney Trains's](#) Associates or Other Contractors to be able to perform the [RailCorp Sydney Trains](#) Works on Cars in the Project Shop; and
 - (iii) must move the Cars specified in the [RailCorp Sydney Trains](#) Works Program within the Site:
 - A. at the times agreed by the parties having regard to the current [RailCorp Sydney Trains](#) Works Program;
 - B. under its own Accreditation and control; and
 - C. as otherwise required by this L3C Agreement.
- (b) The L3C Contractor acknowledges and agrees that it is a fundamental term of this L3C Agreement that the L3C Services are provided in such a way so as to allow [RailCorp Sydney Trains](#), [RailCorp Sydney Trains's](#) Associates and Other Contractors to carry out the [RailCorp Sydney Trains](#) Works simultaneously with the provision of the L3C Services by the L3C Contractor.
- (c) Subject to clause 23.3(b), [RailCorp Sydney Trains](#) will, and will procure that [RailCorp Sydney Trains's](#) Associates and Other Contractors will, do all things reasonably necessary to ensure that the [RailCorp Sydney Trains](#) Works do not unreasonably restrict, or otherwise prevent, the L3C Contractor from performing the L3C Contractor's obligations in connection with the L3C Services or in connection with the L3C Transaction Documents.

24. Private Services

24.1 Private Services Program

- (a) Once each year during the Term, the L3C Contractor will provide [RailCorp Sydney Trains](#) with a Private Services Program for the period commencing on the following 1 July and ending on 30 June in the following year.
- (b) On the first Business Day of each month the L3C Contractor must provide [RailCorp Sydney Trains](#) with a Private Services Program for the following 3 month period.
- (c) If the L3C Contractor wishes to carry out Private Services, the L3C Contractor must submit a Private Services Application in writing to [RailCorp Sydney Trains](#).

(d) Promptly after receiving a Private Services Application, [RailCorpSydney Trains](#) will review the Private Services Application and notify the L3C Contractor whether [RailCorpSydney Trains](#) has either:

- (i) no objections;
- (ii) no objections subject to conditions; or
- (iii) objections,

to the Private Services Application.

(e) If [RailCorpSydney Trains](#) notifies the L3C Contractor under clause 24.1(d) that it has objections, or no objections subject to conditions, to the Private Services Application:

- (i) [RailCorpSydney Trains](#) must provide the L3C Contractor with the details of its objections or conditions to the Private Services Application;
- (ii) the parties must discuss the details of [RailCorpSydney Trains's](#) objections and/or conditions;
- (iii) [RailCorpSydney Trains](#) may request the L3C Contractor to amend the Private Services Application; and
- (iv) if the L3C Contractor wishes to proceed with the relevant Private Services, the L3C Contractor must amend the Private Services Application to address any issues raised in [RailCorpSydney Trains's](#) request and resubmit the Private Services Application to [RailCorpSydney Trains](#) for further consideration pursuant to clause 24.1(c).

(f) If [RailCorpSydney Trains](#) notifies the L3C Contractor under clause 24.1(d) that it has no objections to the Private Services Application, the L3C Contractor may carry out the Private Services in accordance with that Private Services Application and the terms of this L3C Agreement.

(g) The L3C Contractor must keep all materials and equipment it uses in the provision of any Private Services separate from the L3C Inventory. The L3C Contractor must not use L3C Inventory in connection with the provision of Private Services. Subject to the maintenance requirements under the Lease and the other requirements of this clause 24.1, the L3C Contractor may use Plant to provide Private Services.

(h) Notwithstanding any other term of this L3C Agreement, the L3C Contractor's right to carry out any Private Services is subject to:

- (i) the L3C Contractor's obligations to provide the L3C Services in accordance with this L3C Agreement and the L3C Contractor must always ensure that the performance of the L3C Services in accordance with this L3C Agreement is given priority over the performance of any Private Services;
- (ii) the restriction under clause 23.2(b); and
- (iii) the L3C Contractor doing all things necessary to ensure that the Private Services do not have an adverse impact on:

A. the provision of the L3C Services; and

B. RailCorpSydney Trains's ability to carry out RailCorpSydney Trains Works in the Project Shop.

- (i) Subject to clause 24.1(j), the L3C Contractor must pay RailCorpSydney Trains the Private Services Remittance Fee calculated in accordance with clause 54(f) of Schedule 20 for any Private Services carried out by the L3C Contractor.
- (j) RailCorpSydney Trains may provide the L3C Contractor with a notice stating that the L3C Contractor is not required to pay RailCorpSydney Trains the Private Services Remittance Fee for Private Services which the L3C Contractor carries out for RailCorpSydney Trains. If RailCorpSydney Trains provides the L3C Contractor with such a notice, the L3C Contractor is not required to pay the Private Services Remittance Fee for the Private Services the subject of the notice. The discretion given to RailCorpSydney Trains by this clause 24.1(j) is for the benefit of RailCorpSydney Trains and RailCorpSydney Trains will not be required to exercise the discretion for the benefit of the L3C Contractor.

24.2 No obligation to review

- (a) The L3C Contractor acknowledges and agrees that RailCorpSydney Trains and RailCorpSydney Trains's Representative do not assume or owe any duty of care to the L3C Contractor:
 - (i) to review; or
 - (ii) if RailCorpSydney Trains and RailCorp's-RepresentativeSydney Trains' Representative do review a Private Services Application, in reviewing, any Private Services Application submitted by the L3C Contractor for errors, omissions or compliance with this L3C Agreement.
- (b) RailCorpSydney Trains gives no representation or warranty as to the suitability of any Private Services Application. The L3C Contractor represents and warrants that it has not placed any reliance on any review of any Private Services Application by RailCorpSydney Trains.
- (c) No review of, comments upon, or notice in respect of, or any failure to review, comment upon or give any notice in respect of, any Private Services Application submitted by the L3C Contractor or any other direction, act or omission of RailCorpSydney Trains or RailCorp's-RepresentativeSydney Trains' Representative will:
 - (i) relieve the L3C Contractor from, or alter or affect, the L3C Contractor's liabilities, obligations or responsibilities whether under this L3C Agreement or otherwise according to Law; or
 - (ii) prejudice or limit RailCorpSydney Trains's rights against the L3C Contractor whether under this L3C Agreement or otherwise according to Law.
- (d) The L3C Contractor acknowledges and agrees that RailCorpSydney Trains does not assume any obligation or owe any duty of care to the L3C Contractor if the Private Services cannot be undertaken.
- (e) The L3C Contractor is not entitled to make, and RailCorpSydney Trains will not be liable upon, any Claim against RailCorpSydney Trains in connection with the L3C Contractor carrying out, or not being able to carry out, any Private Services.

24.3 Recipient Created Tax Invoices in respect of Private Services

- (a) Notwithstanding the provisions of clauses 25 and ~~27.127-4~~, [Sydney Trains RailCorp](#) and the L3C Contractor agree to enter into a recipient created tax invoice (RCTI) agreement for the purposes of section 29-70(3) of the GST Law in relation to ~~the any~~ supply by [Sydney Trains RailCorp](#) to the L3C Contractor of ~~permitting the use of RailCorp's property insofar as it relates to~~ the L3C Contractor ~~to provide~~ providing Private Services (RCTI supply).
- (b) For the purposes of this clause 24.3, the L3C Contractor represents and warrants that:
- (i) it has a GST turnover greater than \$20 million per annum;
 - (ii) it will issue recipient created tax invoices for the Private Services Remittance Fee to [RailCorp-Sydney Trains](#) in respect of the RCTI supply;
 - (iii) it is registered for GST on the Execution Date and will notify [RailCorp-Sydney Trains](#) if it ceases to be registered;
 - (iv) it will issue the original or a copy of the RCTI to [RailCorp-Sydney Trains](#) within ~~—~~ 20 Business Days of making or determining the value of the RCTI supply;
 - (v) it will issue the original or a copy of an adjustment note to [Sydney Trains RailCorp](#) within 20 Business Days of the adjustment event occurring ~~in~~ respect of the RCTI supply, or becoming aware of that adjustment event, whichever is latter;
 - (vi) it will retain the original or a copy of the RCTI's and adjustment notes; and
 - (vii) it will comply with its obligations under all Laws including the Goods and Services Tax: Recipient Created Tax Invoice Determination 2017 for Agricultural Products, Government Related Entities and Large Business Entities (RCTI 2017/6).
- (c) For the purposes of this clause 24.3, [RailCorp-Sydney Trains](#) represents and warrants the following:
- (i) it will not issue tax invoices to the L3C Contractor for the RCTI supply; and
 - (ii) it is registered for GST on the Execution Date and will notify the L3C Contractor if it ceases to be registered.
- (d) Any reference in this clause to a term defined or used in the GST Law is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.

25. Payment

25.1 General

- (a) In consideration for the L3C Contractor carrying out its obligations under this L3C Agreement, [RailCorp-Sydney Trains](#) will pay the L3C Contractor the L3C Services Fee calculated in accordance with Schedule 20 and the other provisions of this L3C Agreement, less any amount which [RailCorp-Sydney Trains](#) is entitled to withhold or to set off from any payment in accordance with this L3C Agreement.

- (b) Except as expressly provided in this L3C Agreement, where the L3C Contractor is obliged to do anything under this L3C Agreement:
 - (i) it must do so at no additional cost to ~~RailCorp~~ Sydney Trains; and
 - (ii) the only consideration the L3C Contractor is entitled to is the L3C Services Fee.
- (c) The L3C Contractor must, on a monthly basis, provide the ~~RailCorp Representative~~ Sydney Trains Representative with:
 - (i) an accurate monthly forecast of the anticipated L3C Services Fee for the following month; and
 - (ii) cost to date records of the L3C Services.

25.2 Correctly rendered invoice

- (a) The L3C Contractor may only submit one invoice to the Sydney Trains' RailCorp Representative for the L3C Services:
 - ~~(a)(i)~~ on or after the first Business Day of a month for L3C Services provided by the L3C Contractor during the previous month (or such other time as agreed between the parties in the R2P Interface Protocols);
 - (ii) in the form set out in ~~Annexure 3 to Schedule 20~~ the R2P Interface Protocols or any other form approved by ~~RailCorp~~ Sydney Trains in writing;
 - (iii) ~~if the invoice includes~~ including a report on the achievement (or otherwise) of the performance measures detailed in Schedule 20 and the relevant adjustments to the L3C Services Fee as calculated under Schedule 20; and
 - ~~(b)(iv)~~ ~~and after the L3C Contractor has provided the RailCorp Representative with~~ including:
 - A. a statutory declaration in the form of Schedule 7 sworn by the L3C Contractor Representative;
 - ~~(ii)~~ B. for each Set on which the L3C Contractor has provided the L3C Services the subject of that Claim (if any):
 - 1) the Certificate of Readiness required by clause 10.1(b)(i); and
 - 2) the ~~Work Order~~ Purchase Orders, invoices and On-Condition Inspection results required by clause 21.5 for the Cars that make that Set; and
 - C. for each Rotable Part on which the L3C Contractor has provided the L3C Services the subject of the Claim (if any) the Certificate of Completion required by clause 10.2(b)(i).
- (b) The L3C Contractor agrees with Sydney Trains that an invoice submitted to the Sydney Trains' Representative under this clause 25.2 is received by the Sydney Trains' Representative as agent for Sydney Trains.

25.3 Incorrect invoice

- (a) [RailCorp Sydney Trains](#):
- (i) must, within 20 Business Days of receiving an invoice, notify the L3C Contractor in writing if it considers that invoice to be incorrectly rendered or unable to be certified by [RailCorp Sydney Trains](#); and
 - (ii) is not required to undertake its obligations under clause 25.4 in relation to that part of the invoice that has been incorrectly rendered until the invoice is correctly rendered.
- (b) An invoice will be correctly rendered if it conforms with the requirements of clause 25.2.
- (c) If after payment an invoice is found to have been rendered or certified incorrectly, any overpayment is, at [RailCorp's Sydney Trains'](#) option, recoverable from the L3C Contractor as a debt due and payable on demand, or, without limiting recourse to other available remedies, may be offset against any amount subsequently due from [RailCorp Sydney Trains](#) to the L3C Contractor.

25.4 Time for payment

Subject to the terms of this L3C Agreement, [RailCorp Sydney Trains](#) must pay the L3C Contractor all undisputed amounts claimed under a correctly rendered invoice within 20 Business Days of the issue of that correctly rendered invoice (or such other time as is agreed in the R2P Interface Protocols).

25.5 Set Off

[RailCorp Sydney Trains](#) may deduct from amounts otherwise payable to the L3C Contractor:

- (a) any amount due from the L3C Contractor to [RailCorp Sydney Trains](#); or
- (b) any Claim to money which [RailCorp Sydney Trains](#) may have against the L3C Contractor (whether for damages or otherwise) under a L3C Transaction Document or otherwise at Law.

25.6 Payment is not acceptance

The L3C Contractor acknowledges that payment under clause ~~25.4~~^{25.5} is on account only and is not (and will not be deemed to be) acceptance by [RailCorp Sydney Trains](#) of the obligations performed by the L3C Contractor and itemised in the invoice.

25.7 Import Charges

- (a) Without limiting or otherwise restricting any other provision of this L3C Agreement, the L3C Contractor must comply with customs Laws from time to time in force and must:
 - (i) use best endeavours to obtain entry into Australia for imported L3C Inventory at the appropriate tariff rate. Any application for tariff concession made to the Australian Customs Service must be lodged prior to entry into Australia of the imported L3C Inventory to which it relates and must, at the discretion of [RailCorp Sydney Trains](#), be accompanied by a letter from [RailCorp Sydney Trains](#) sponsoring the application. A copy of each application and of all papers and letters written in support or in relation to the application must be made available by the L3C Contractor to [RailCorp Sydney Trains](#); and

- (ii) in pursuing its objectives for the appropriate tariff rate, the L3C Contractor must ensure that all declarations made to the Australian Customs Service are correct and, in respect of any duty assessable, customs values and tariff classifications, are made strictly in accordance with the applicable Law.
- (b) The L3C Contractor must pay all import charges on L3C Inventory that are imported for the provisions of the L3C Services or otherwise in connection with this L3C Agreement.
- (c) Import charges paid by the L3C Contractor will be reimbursed by [RailCorp-Sydney Trains](#) in accordance with Schedule 20.
- (d) The reimbursement obligations of [RailCorp-Sydney Trains](#) under this clause [25.725-8](#) do not extend to reimbursement of:
 - (i) any fines or penalties imposed by or under customs Laws from time to time enforced for falsely declaring the description of goods and their value, nor for any offence under any customs Laws of the Commonwealth of Australia; or
 - (ii) any additional cost or duties incurred by the L3C Contractor through its failure to observe the provisions of this clause [25.725-8](#).
- (e) [RailCorp-Sydney Trains](#) must reimburse the L3C Contractor its reasonable costs of making (with the prior written approval of [RailCorp-Sydney Trains](#)) any application to the Australian Customs Service for the reduction or elimination of import charges on L3C Inventory that is imported for the provision of the L3C Services or otherwise in connection with this L3C Agreement.
- ~~(e)~~(f) Where the L3C Contractor receives a reduction or concession of any import charges on any L3C Inventory and [RailCorp-Sydney Trains](#) has previously paid the full amount of the relevant import charge, the L3C Contractor must notify [RailCorp-Sydney Trains](#) of the reduction or concession and that amount will be a debt due and payable by the L3C Contractor to [RailCorp-Sydney Trains](#) on demand.

25.8 Foreign Currency Risk

- (a) The L3C Contractor must do all things reasonably necessary to mitigate [RailCorp's Sydney Trains'](#) exposure to foreign exchange risks and any increased costs arising from, or in connection with, those risks including by:
 - (i) obtaining Australian dollar firm price quotations for all L3C Inventory; or
 - (ii) where agreed forward workloads make requirements for certain L3C Inventory predictable, pre-ordering that L3C Inventory on a known price list and quantity and covering exposure through:
 - A. foreign exchange future contracts;
 - B. foreign exchange put and call options; or
 - C. currency swap (both fixed/fixed and cross-currency).
- (b) If the L3C Contractor must purchase any L3C Inventory, or make any other payment in connection with this L3C Agreement, which may expose [RailCorp-Sydney Trains](#) to material foreign exchange risk (including if any substantial payment is to be made by the L3C Contractor in foreign currency), the L3C

Contractor must, before committing to that purchase provide RailCorp Sydney Trains with a notice which sets out in reasonable detail:

- (i) the nature of the payment and the associated risks;
 - (ii) any strategies RailCorp Sydney Trains could employ to mitigate its exposure to those risks including increasing the quantity of L3C Inventory, or other items, purchased under the payment; and
 - (iii) an explanation of how the strategies contemplated by clause 25.8(b)(ii)25.9(b)(ii) will mitigate RailCorp's Sydney Trains' exposure to the foreign exchange risk.
- (c) RailCorp Sydney Trains will, within 20 Business Days of notification under clause 25.8(b)25.9(b), or any other time agreed by the parties, advise the L3C Contractor if it requires the L3C Contractor to employ any of the strategies outlined in that notice, or any other strategies requested by RailCorp Sydney Trains, in order to mitigate RailCorp's Sydney Trains' exposure to the foreign exchange risk.
- (d) The L3C Contractor must employ the strategies required under any notice provided by RailCorp Sydney Trains under clause 25.8(c)25.9(e) within the time specified in that notice.

25.9 Evidence of payment of workers and Subcontractors

The L3C Contractor acknowledges and agrees that, without limiting clause 25.2(a)(iv)A:

- (a) the portion of each payment made by Sydney Trains to the L3C Contractor on account of the L3C Services Fee which is payable by the L3C Contractor to Subcontractors in accordance with their relevant subcontracts is held by the L3C Contractor on trust for those Subcontractors; and
- (b) the L3C Contractor must pay all Subcontractors promptly in accordance with the relevant subcontracts,

provided that nothing in this clause 25 obliges the L3C Contractor to keep such funds in a separate bank account.

26. Key Performance Indicators

- (a) The L3C Contractor acknowledges and agrees that:
 - (i) both RailCorp Sydney Trains and the L3C Contractor require a formula to calculate the losses, costs, expenses and detriments which RailCorp Sydney Trains may incur should the L3C Contractor fail to provide the L3C Services to the performance standard required by this L3C Agreement that is able to be readily applied without administrative cost, delay or difficulty;
 - (ii) both RailCorp Sydney Trains and the L3C Contractor require a formula to calculate an incentive that RailCorp Sydney Trains will pay the L3C Contractor if the L3C Contractor provides the L3C Services in such a way that the benefits to RailCorp Sydney Trains are optimised;
 - (iii) it is in the economic and best interests of both parties that a formula of the nature referred to in clauses 26(a)(i) and 26(a)(ii) above be adopted;
 - (iv) the formula adopted in Schedule 20 meets the requirements set out in this clause 26(a); and

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- (v) the L3C Contractor is:
- A. contracting with ~~RailCorp~~Sydney Trains at arm's length;
 - B. possesses equivalent bargaining power to ~~RailCorp~~Sydney Trains; and
 - C. agrees that the procedure outlined in Schedule 20 will derive a fair and genuine estimate of the losses, costs, expenses and detriments which ~~RailCorp~~Sydney Trains would incur should the L3C Contractor fail to perform the L3C Services to the performance standards required by this L3C Agreement.
- (b) The parties must:
- (i) monitor whether the L3C Contractor meets the performance measures required by this L3C Agreement; and
 - (ii) produce the reports required in connection with the performance of the L3C Services,
- as required by the SPTR and Schedule 20.
- (c) The Governance Board must determine whether:
- (i) the L3C Contractor has met the required performance standards as required by this L3C Agreement; and
 - (ii) any adjustment is required to the L3C Services Fee in accordance with Schedule 20.
- (d) The L3C Contractor agrees that the calculation and application of the amounts in Schedule 20 linked to the performance of the L3C Services will not limit or otherwise affect any rights or entitlements which ~~RailCorp~~Sydney Trains may have against the L3C Contractor in respect of any breach by the L3C Contractor of any provision of this L3C Agreement.
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27. Taxes

27.1 GST

- (a) Any reference in this clause 27.1 to a term defined or used in the GST Law is, unless the context indicates otherwise, a reference to that term as defined or used in the GST Law.
- (b) The parties agree that any amount referred to in this L3C Agreement which is relevant in determining a payment to be made by one of the parties to the other is a reference to that amount expressed on a GST exclusive basis (**GST exclusive consideration**), unless indicated otherwise.
- (c) To the extent that GST is payable in respect of any supply made by a party (**Supplier**) under or in connection with this L3C Agreement, the consideration to be provided under this L3C Agreement for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST exclusive consideration (or its GST exclusive market value if applicable) multiplied by the rate of GST applicable to that supply.
- (d) Provided that the Supplier has issued a tax invoice to the recipient in respect of the Supply (**Recipient**), the Recipient must pay the additional amount payable under

clause 27.1(c) to the Supplier at the same time as the GST exclusive consideration is otherwise required to be provided. If the Supplier has not issued a tax invoice prior to the time the GST exclusive consideration is payable, the Recipient must pay the additional amount under clause 27.1(c) to the Supplier upon receipt of a tax invoice.

- (e) Where the consideration for a supply is expressed to be GST inclusive, the Supplier must issue a tax invoice to the Recipient before the time at which that consideration is to be provided or at such other time required by this L3C Agreement.
- (f) To the extent any of the consideration for a supply made under or in connection with this L3C Agreement is non-monetary, the parties will treat the amount of non-monetary consideration as exclusive of GST. The GST amount payable for the supply is to be paid upon receipt of a tax invoice or at such other time required by this L3C Agreement.
- (g) Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this L3C Agreement, the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under clause 27.1(c) or otherwise included in any consideration expressed to be inclusive of GST, the amount of the difference must be paid by, refunded to or credited to the Recipient, as applicable and the Supplier must issue an adjustment note to the Recipient.
- (h) If one of the parties to this L3C Agreement is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this L3C Agreement, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with clause 27.1(c).

27.2 L3C Contractor liable for all employment expenses

- (a) The L3C Contractor must pay all wages, superannuation, workers compensation premiums, redundancy payments and any other contributions or payments required by Law to be paid in respect of or arising in relation to the employment or engagement of any Associate engaged by the L3C Contractor in the performance of its obligations under this L3C Agreement. The L3C Contractor acknowledges that such Associates are not the employees of [RailCorp Sydney Trains](#) and the L3C Contractor bears, and [RailCorp Sydney Trains](#) does not bear, any liability for such payments.
- (b) If [RailCorp Sydney Trains](#) becomes liable, whether jointly or severally, for payment of superannuation contributions, taxes (including without limitation pay-roll tax and fringe benefits tax or any amounts payable as an equivalent of taxes), PAYG withholding, workers compensation premiums, redundancy payments or any other charge or contribution however imposed in respect of, or calculated by reference to payments made by [RailCorp Sydney Trains](#), the L3C Contractor, or its Associates, the L3C Contractor indemnifies [RailCorp Sydney Trains](#) for such payments (including all penalties, interest, fines and other charges in respect of such payments).
- (c) The L3C Contractor further indemnifies [RailCorp Sydney Trains](#) in relation to any payments (including all legal and other costs, penalties, fines and interest in respect of such payments) made or amounts incurred by [RailCorp Sydney Trains](#) as a result of any claim or action, (including without limitation a claim or action brought by the L3C Contractor, its personnel or any Authority) with regard to any amount referred to above.

27.3 L3C Contractor liable for Taxes

Subject to clause ~~25.7(c)~~~~25.8(e)~~, the L3C Contractor must pay all Taxes incurred in connection with:

- (a) carrying out the L3C Services;
- (b) the grant of the Lease and the occupation of the Site;
- (c) the grant of the Access Licence; and
- (d) the execution of this L3C Agreement and the Lease.

28. Intellectual Property

The parties must comply with the obligations of Schedule 5.

29. Records, inspection and audit

29.1 L3C records

The L3C Contractor must make and keep, and must ensure that each Subcontractor makes and keeps accurate records of the L3C Services, including:

- (a) all records required by Law;
- (b) all documents referred to in this L3C Agreement (including all necessary supporting documents, invoices, records and related financial statements and budgets whether in writing or stored on any other medium);
- (c) all cost estimates and calculations in relation to any aspect of the L3C Services which is provided to Sydney Trains~~RailCorp~~ on the basis that payment will vary according to the scope of the L3C Services actually provided;
- (d) all technical data documents and records, maintenance documentation and information relating to the L3C Services including all warranty claims and details of how those warranty claims were resolved;
- (e) ~~occupational~~work health and safety records;
- (f) cost to date records (including all cost records relating in any way to delays) and costs to complete calculations in relation to any aspect of the L3C Services which is provided to Sydney Trains~~RailCorp~~ on the basis that payment will vary according to the scope of the L3C Services actually provided;
- (g) records of all procurement transactions;
- (h) all records concerning Variations;
- (i) records of any security breaches;
- (j) records evidencing the L3C Contractor's compliance with its obligations in connection with risk management and assurance systems including quality, safety, environment and probity;
- (k) all consultants' reports and opinions obtained by the L3C Contractor in relation to the L3C Services;

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- (l) register of all agreements with the L3C Contractor's Associates including any changes made to the L3C Contractor's Associates engaged in connection with the provision of the L3C Services;
 - (m) records of the L3C Contractor's performance against the performance standards required by this L3C Agreement; and
 - (n) such records as may be necessary to maintain and update the maintenance history of all Trackable Rotable Parts including:
 - (i) the date of installation of each Trackable Rotable Part;
 - (ii) a services completion record detailing the L3C Services undertaken in respect of the Trackable Rotable Part;
 - (iii) the stock number allocated by the L3C Contractor to each Trackable Rotable Part; and
 - (iv) other records as required to maintain a database of historical information regarding each Trackable Rotable Part,

until the later of:

~~(ii)~~(o) the date 7 years after the date on which the L3C Contractor last provides L3C Services; or

~~(iii)~~(p) as required by the State Records Act 1998 (NSW).

29.2 Private Services

- (a) The L3C Contractor must provide Sydney Trains RailCorp with a monthly report by not later than the fifth Business Day of that month which provides:
 - (i) a general description of the nature of the Private Services provided by the L3C Contractor in the previous month;
 - (ii) a statement setting out all amounts received by the L3C Contractor in connection with all the Private Services provided by the L3C Contractor in the previous month; and
 - (iii) the amount payable by the L3C Contractor to Sydney Trains RailCorp in connection with all Private Services provided by the L3C Contractor in the previous month calculated in accordance with Schedule 20.
- (b) The L3C Contractor must make and keep, and must ensure that each Associate of the L3C Contractor makes and keeps accurate records of any Private Services it provides including:
 - (i) all tax invoices rendered by the L3C Contractor to third parties in connection with the Private Services;
 - (ii) records evidencing the times and dates at which RailCorp property of Sydney Trains or a Rail Transport Agency (including Plant) was used in connection with the Private Services;
 - (iii) a monthly record of account setting out all such information in connection with all the Private Services provided by the L3C Contractor in the previous month;

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- (iv) all necessary supporting documents, invoices, records and related financial statements whether in writing or stored on any other medium, until the later of:
 - (v) the date 7 years after the date on which the L3C Contractor last provides any Private Services; or
 - (vi) as required by the State Records Act 1998 (NSW).

29.3 Sydney Trains RailCorp's rights

- (a) Without limiting or otherwise restricting any other provisions of this L3C Agreement, the Sydney Trains RailCorp Representative and any other person authorised by Sydney Trains RailCorp may without notice any time during the working hours permitted under clause 7.5 or in the case of an emergency, or on one Business ~~Day's notice~~ Days' notice at any other time:
 - (i) subject to the requirements of Schedule 4, enter the premises of the L3C Contractor or any Associate of the L3C Contractor for the purposes of:
 - A. observing the performance of the L3C Services or the Private Services (including verifying the times and dates at which RailCorp property of Sydney Trains or a Rail Transport Agency has been used in connection with Private Services, the scope of Private Services provided, how many railway cars have been on Site in connection with the Private Services and who the L3C Contractor provided the Private Services to);
 - B. observing, inspecting, testing or otherwise reviewing any Plant and L3C Inventory;
 - C. observing, inspecting, testing or otherwise reviewing the Site;
 - D. monitoring the L3C Contractor's compliance with its obligations under this L3C Agreement; and
 - E. exercising any right or performing any obligation which Sydney Trains RailCorp has under this L3C Agreement; and
 - (ii) other than in relation to legal, insurance broker and accounting reports and opinions obtained in relation the L3C Services and any document required to be kept under the L3C Agreement which is subject to legal professional privilege, carrying out an audit of and copy the L3C Contractor's documents, accounts and other records it is required to keep under this L3C Agreement (including any documents, account or records relating to the Private Services) to the extent reasonably necessary to verify:
 - A. the L3C Contractor's performance of its obligations under this L3C Agreement;
 - B. any amounts claimed by the L3C Contractor are properly calculated; and
 - C. any queries Sydney Trains RailCorp may have relating to the L3C Services or the Private Services.

(b) Each party will bear its own costs incurred in complying with this clause 29.3 unless it is revealed, by Sydney TrainsRailCorp exercising its rights under this clause 29.3, that:

- (i) the L3C Contractor has committed a breach of its obligations under this L3C Agreement; or
- (ii) there is a material discrepancy between the information which has been disclosed to Sydney TrainsRailCorp by the L3C Contractor under this L3C Agreement and the results of any audit conducted under clause 29.3(a)(ii),

in which case any costs incurred by Sydney TrainsRailCorp in connection with it exercising its rights under this clause 29.3 will be a debt due and payable by the L3C Contractor to Sydney TrainsRailCorp.

(c) RailCorpSydney Trains will exercise its rights under this clause 29.3 in a manner which does not unreasonably interfere with the carrying out of the L3C Services.

(d) Without limiting any other provision of this L3C Agreement:

- (i) the Sydney Trains Representative may at any time notify the L3C Contractor that it requires access to any information, document or material (excluding algorithms and, subject to clauses 1.6 and 1.11 of Schedule 5 and without limiting the Escrow Agreement, source code) held by the L3C Contractor, a Key Provider or a Subcontractor which relates directly to the L3C Services (including the L3C Records):
- (ii) upon receipt of a notice under clause 29.3(d)(i), the L3C Contractor must promptly provide the Sydney Trains Representative (and any person authorised by the Sydney Trains Representative) with access to, or a copy (including by electronic means) of, the required information, document or material except to the extent that the information, document or material:

A. is subject to legal professional privilege;

B. shows the cost breakdown of all fixed prices described in Appendix 1 of Schedule 20;

C. relates to personnel information that is confidential to employees or other human resources records;

D. relates to legal, insurance broker and accounting reports and opinions obtained in relation to the L3C Services; or

E. cannot be disclosed in accordance with any Law (including Privacy Laws), and

the Sydney Trains Representative (and any person authorised by the Sydney Trains Representative) may, subject to clause 29.3(e), review, copy, retain or otherwise deal with such information, document or material.

(e) To the extent the information in clause 29.3(d) is Commercial in Confidence Information, Sydney Trains agrees that it will not disclose such Commercial in Confidence Information to any tenderer as part of any tender process in connection with the re-tender of the L3C Services.

- (f) The L3C Contractor acknowledges and agrees that it is required to provide any information, document or materials that must be provided under clause 29.3(e) whether or not it owns or has a licence to use any of the Intellectual Property contained in the requested information, documents or materials.

29.4 L3C Contractor must assist

The L3C Contractor must:

- (a) give the ~~RailCorp Representative~~ Sydney Trains Representative and any other person authorised by ~~RailCorp~~ Sydney Trains access to the Site and all accounts and records relating to this L3C Agreement to the extent necessary to enable ~~RailCorp~~ Sydney Trains to exercise its rights under clause 29.3;
- (b) allow the ~~RailCorp Representative~~ Sydney Trains Representative, and any other person authorised by ~~RailCorp~~ Sydney Trains, to have access to the premises and personnel of the L3C Contractor and any Subcontractor to the extent necessary to carry out any inspection or audit;
- (c) provide the ~~RailCorp Representative~~ Sydney Trains Representative, and any other person authorised by ~~RailCorp~~ Sydney Trains, with such assistance as they may reasonably require in connection with their inspection or audit, including making documents available and installing and operating any compatible audit software; and
- (d) supply to the ~~RailCorp Representative~~ Sydney Trains Representative, and any other person authorised by ~~RailCorp~~ Sydney Trains, photocopies or electronic copies of information requested.

30. Disclosure, Confidentiality and Publicity

30.1 Disclosure by ~~RailCorp~~ Sydney Trains

- (a) Subject to clause 30.2, ~~RailCorp~~ Sydney Trains may publish or disclose (on the internet or otherwise):
- (i) the terms of any L3C Transaction Document; and
- (ii) any document or information arising under, out of or in connection with any L3C Transaction Document or relating to the performance of any L3C Transaction Document.
- (b) Notwithstanding any other provision of any L3C Transaction Document, the L3C Contractor acknowledges and agrees that disclosures in connection with any L3C Transaction Document (including disclosure of the terms of any L3C Transaction Document) by ~~RailCorp~~ Sydney Trains, the State of NSW or any Authority may be required:
- (i) under Law (including under the Government Information (Public Access) Act 2009 (NSW)); or
- (ii) to satisfy the disclosure requirements of the New South Wales Auditor General ~~or~~ to satisfy the requirements of Parliamentary accountability (**Public Disclosure Obligations**).
- (c) The L3C Contractor must, at its own cost and expense, use all reasonable endeavours to assist ~~RailCorp~~ Sydney Trains, the State of NSW or an Authority in meeting its Public Disclosure Obligations.

30.2 Confidentiality

Subject to clauses 30.1, 30.3 and 32.3, a party must not, at any time, without the prior written consent of the other party, divulge, or suffer or permit its Associates to divulge, Confidential Information to any person.

30.3 Exceptions

- (a) The restrictions imposed by clause 30.2 do not apply to the disclosure of any information:
- (i) which is now in, or after the Execution Date comes into, the public domain other than by a breach of any L3C Transaction Document by a party;
 - (ii) which is obtainable with no more than reasonable diligence from sources other than the parties;
 - (iii) which is required to be disclosed by Law or the listing rules of any recognised stock exchange (if applicable);
 - (iv) which is required to be disclosed by a House of Parliament, by a Committee of a House of Parliament or for any legitimate government purpose or process;
 - (v) which is required to be disclosed to a court or administrative tribunal in the course of proceedings before it to which the disclosing party is a party or to an expert in the course of any determination by him or her to which the disclosing party is a party;
 - (vi) which, in the reasonable opinion of the L3C Contractor or [RailCorp Sydney Trains](#) (as the case may be), is required to be disclosed to:
 - A. its Associates for the purposes of performing its obligations under this L3C Agreement;
 - B. any advisor to [RailCorp Sydney Trains](#);
 - C. any actual or prospective investor in or financier of the L3C Contractor;
 - D. any actual or prospective insurer in connection with any L3C Transaction Document;
 - E. any ratings agency;
 - (vii) which:
 - A. is not Commercial in Confidence Information; and
 - B. in the reasonable opinion of [RailCorp Sydney Trains](#), is required to be disclosed to any Replacement L3C contractor who will provide services the same as, or similar to, the L3C Services; or
 - (viii) which is permitted under a L3C Transaction Document,

provided that the L3C Contractor or [RailCorpSydney Trains](#) (as the case may be) takes all reasonable steps to ensure that the recipient of the Confidential Information does not disclose the Confidential Information in any way that would constitute a breach of this L3C Agreement.

- (b) If a party is required to disclose any Confidential Information under clauses 30.3(a)(iii), 30.3(a)(iv) or 30.3(a)(v), that party must before doing so:
 - (i) notify the other party; and
 - (ii) if possible, give the other party a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the Confidential Information.
- (c) The L3C Contractor acknowledges and agrees that clause 30.3(a)(vi) does not apply to the Reference Documents.
- (d) Without limiting or otherwise restricting this clause 30, if a party discloses Confidential Information to one or more of its Associates, that party must ensure that its Associate complies in full with the obligations of this clause 30.

30.4 Disclosure by the L3C Contractor

Except for disclosures permitted under clause 30.3, the L3C Contractor must:

- (a) not make any public announcements or statements in relation to any L3C Transaction Document (including by writing, audio or video or posting any information relating to this L3C Agreement on any website) without [RailCorpSydney Trains's](#) prior written consent;
- (b) use reasonable endeavours to agree with [RailCorpSydney Trains](#) the wording and timing of all public announcements and statements by it or an Associate relating to any L3C Transaction Document before the relevant announcement or statement is made;
- (c) give [RailCorpSydney Trains](#) a draft of any proposed media release relating to any L3C Transaction Document and obtain [RailCorpSydney Trains's](#) approval of the media release before distributing it;
- (d) give [RailCorpSydney Trains](#) a copy of any announcement or media release (including by writing, audio or video or posting any information relating to this L3C Agreement on any website) as soon as practicable after it is made or distributed; and
- (e) not make any public use of [RailCorpSydney Trains](#) or Transport NSW corporate identity or logotypes without [RailCorpSydney Trains's](#) prior written consent.

30.5 Equitable relief

The parties acknowledge that each party will be entitled to equitable relief against the other (in addition to any other rights available under this L3C Agreement or at Law) if the other party breaches any of its obligations under this clause 30.

30.6 Exchange of information between government agencies

- (a) The L3C Contractor authorises [RailCorpSydney Trains](#) to make information concerning the L3C Contractor available to other NSW government agencies. Such information may include, but is not limited to, any information provided by the L3C

Contractor to [RailCorpSydney Trains](#) and any information relating to the L3C Contractor's performance under any L3C Transaction Document.

- (b) The L3C Contractor acknowledges that information about the L3C Contractor from any source, including substantiated reports of unsatisfactory performance, may be taken into account by NSW government agencies considering whether to offer the L3C Contractor future opportunities for NSW government work.
- (c) The L3C Contractor acknowledges and agrees that the communication of such information to any NSW government agency is a communication falling within section 30 of the Defamation Act 2005 (NSW).
- (d) The L3C Contractor releases and indemnifies [RailCorpSydney Trains](#) and the State of New South Wales from and against any Claim in respect of any matter arising out of information provided by the L3C Contractor to [RailCorpSydney Trains](#), including the use of such information by the recipient.

30.7 Obligations on termination or expiry

On termination of this L3C Agreement, the L3C Contractor must, at the request of [RailCorpSydney Trains](#), unless otherwise required by Law or any Government agency, immediately:

- (a) at [RailCorpSydney Trains's](#) choice, either return to [RailCorpSydney Trains](#) or destroy all documents in the possession, custody or control of the L3C Contractor containing any Confidential Information;
- (b) delete the Confidential Information from any computer system or other device operated, controlled by or which may be accessed by the L3C Contractor; and
- (c) confirm by notice in writing to [RailCorpSydney Trains](#) that this clause 30.7 has been complied with.

31. Handback

31.1 Indicative Asset statement

[RailCorpSydney Trains](#) may, by notice to the L3C Contractor given not more than 60 Business Days before the end of the Term, require the L3C Contractor to prepare an Indicative Asset Statement in respect of the Plant, Site and L3C Inventory setting out the current condition and the current value of each item that Plant and L3C Inventory and the condition of each part of the Site (calculated in accordance with the then current Australian accounting standards issued by the Australian Accounting Research Foundation on behalf of the professional accounting bodies). The L3C Contractor must provide the Indicative Asset Statement to [RailCorpSydney Trains](#) within 20 Business Days after the date of [RailCorpSydney Trains's](#) notice.

31.2 Handback Audit

- (a) Without prejudice to any other provision of this L3C Agreement or the Lease, unless [RailCorpSydney Trains](#) requests otherwise:
 - (i) 1 year;
 - (ii) 6 months; and
 - (iii) 1 month,

prior to the expiry of the Term (or where this L3C Agreement is terminated, at the times contemplated by clauses 31.2(a)(ii) and 31.2(a)(iii) prior to the date of termination) [RailCorp Sydney Trains](#) will be entitled to procure the carrying out of a Handback Audit of the L3C Contractor's compliance with this L3C Agreement and the Lease by the Handback Assessor.

- (b) The Handback Assessor will carry out the Handback Audit and notify [RailCorp Sydney Trains](#) and the L3C Contractor:
- (i) whether the Plant, Site and L3C Inventory has been and is being maintained by the L3C Contractor in accordance with its obligations under this L3C Agreement and the Lease;
 - (ii) of the rectification, refurbishment, maintenance and remediation works (if any) required to be carried out by the L3C Contractor before the expiry of the Term or termination of this L3C Agreement (as the case may be), to:
 - A. bring the condition of the Plant, Site and L3C Inventory to the condition it would have been in had the L3C Contractor complied with its obligations under this L3C Agreement and the Lease; and
 - B. ensure that on the expiry of the Term or termination of this L3C Agreement (as the case may be), the Plant, Site and L3C Inventory will comply with the Handback Conditions; and
 - (iii) of a reasonable period within which the L3C Contractor must carry out any work required under clause 31.2(b)(ii) (if any).
- (c) The cost of each Handback Audit will be shared equally by [RailCorp Sydney Trains](#) and the L3C Contractor and the L3C Contractor's share of such amount will be a debt due and payable by the L3C Contractor to [RailCorp Sydney Trains](#).
- (d) If the L3C Contractor wishes to dispute the Handback Assessor's decision under clause 31.2(b), the L3C Contractor must refer those aspects of the matter in dispute for dispute resolution under clause 43.
- (e) The L3C Contractor must, at its cost, co-operate with [RailCorp Sydney Trains](#) and the Handback Assessor and provide [RailCorp Sydney Trains](#) and the Handback Assessor with any reasonable assistance required by [RailCorp Sydney Trains](#) or the Handback Assessor during the carrying out of the Handback Audit.
- (f) [RailCorp Sydney Trains](#) must use reasonable endeavours to procure that the Handback Assessor, in carrying out the Handback Audit, minimises any disruption caused to the provision of the L3C Services by the L3C Contractor.

31.3 Notification of Handback Audit

- (a) [RailCorp Sydney Trains](#) must notify the L3C Contractor a minimum of 20 Business Days in advance of the date [RailCorp Sydney Trains](#) wishes to procure the carrying out of the Handback Audit.
- (b) [RailCorp Sydney Trains](#) must consider in good faith any reasonable request by the L3C Contractor for the Handback Audit to be carried out on a different date if such request is made at least 15 Business Days prior to the notified date and the L3C Contractor (acting reasonably) is able to demonstrate that carrying out the Handback Audit on the notified date would materially prejudice the L3C Contractor's ability to provide the L3C Services in accordance with this L3C Agreement.

31.4 Rectification Work

The L3C Contractor must carry out any required rectification, refurbishment, maintenance and remediation work notified pursuant to clause 31.2(b)(ii):

- (a) to the satisfaction of the Handback Assessor;
- (b) in accordance with all applicable Laws; and
- (c) otherwise in accordance with the requirements of this L3C Agreement and the Lease,
- (d) within the period specified pursuant to clause 31.2(b)(iii) at its own cost.

31.5 Failure to carry out work

- (a) If and to the extent that the L3C Contractor fails to carry out the necessary rectification, refurbishment, maintenance or remediation work in accordance with clause 31.4, [RailCorpSydney Trains](#) may carry out itself, or procure, such rectification, refurbishment, maintenance or remediation work, and the cost of such rectification, refurbishment, maintenance or remediation work will be a debt due and payable by the L3C Contractor to [RailCorpSydney Trains](#).
- (b) Without limiting or otherwise restricting clauses 11.7 or [25.525-6](#), [RailCorpSydney Trains](#) may deduct or set off any cost of rectification, refurbishment, maintenance or remediation work under clause 31.5(a) against any amount otherwise payable by [RailCorpSydney Trains](#) to the L3C Contractor, or may take any other enforcement action available to it including having recourse to a Bond, in respect of an unpaid debt owed to [RailCorpSydney Trains](#).

31.6 Inspection at end of Term

- (a) Within 60 Business Days after the end of the Term, [RailCorpSydney Trains](#) must give to the L3C Contractor a Handback Matters Notice specifying:
 - (i) details of matters or things (if any) which [RailCorpSydney Trains](#) considers are required to be remedied or rectified by [RailCorpSydney Trains](#) due to any failure by the L3C Contractor to achieve Handback Condition;
 - (ii) the amount which [RailCorpSydney Trains](#) considers is required to be spent by [RailCorpSydney Trains](#) to remedy or rectify the matters or things specified in clause 31.6(a)(i) and to ensure that the Plant, Site and L3C Inventory (or any part of it) complies with the requirements of this L3C Agreement and the Lease and to carry out all necessary works:
 - A. in accordance with the requirements of any relevant Authority;
 - B. so as to minimise the impact on the use of the Plant, Site and L3C Inventory; and
 - C. in a manner which causes as little inconvenience as possible to [RailCorpSydney Trains](#), [RailCorpSydney Trains's](#) Associates any Replacement Contractor and the general public; and
 - (iii) details of how the amount in clause 31.6(a)(ii) was calculated.

- (b) Within 20 Business Days after receiving the Handback Matters Notice, the L3C Contractor must notify [RailCorp Sydney Trains](#) whether it:
- (i) agrees with the amount set out in the Handback Matters Notice (**Handback Matters Agreement Notice**); or
 - (ii) disagrees with the details or the amount set out in the Handback Matters Notice, together with details of why the L3C Contractor disagrees (**Handback Matters Disagreement Notice**).
- (c) If the L3C Contractor gives [RailCorp Sydney Trains](#) a Handback Matters Agreement Notice or, fails to give a Handback Matters Disagreement Notice within the time required by clause 31.6(b), then:
- (i) the amount set out in the Handback Matters Notice will be a debt due and payable by the L3C Contractor to [RailCorp Sydney Trains](#); and
 - (ii) without limiting or otherwise restricting clause 11.7 or [25.525-6](#), [RailCorp Sydney Trains](#) may deduct or set off any cost of rectification, refurbishment, maintenance or remediation work under clause 31.5(a) against any amount otherwise payable by [RailCorp Sydney Trains](#) to the L3C Contractor, or may take any other enforcement action available to it including having recourse to a Bond, to recover that debt.
- (d) If the L3C Contractor gives [RailCorp Sydney Trains](#) a Handback Matters Disagreement Notice, the parties must consult in good faith and use their reasonable endeavours to agree on the details or the amount referred to in clause 31.6(a).
- (e) If following the consultation in clause 31.6(d), the parties:
- (i) reach agreement as to the amount referred to in clause 31.6(a), then:
 - A. the agreed amount will be a debt due and payable by the L3C Contractor to [RailCorp Sydney Trains](#); and
 - B. without limiting or otherwise restricting clause 11.7 or [25.425-6](#), [RailCorp Sydney Trains](#) may deduct or set off any cost of rectification, refurbishment, maintenance or remediation work under clause 31.5(a) against any amount otherwise payable by [RailCorp Sydney Trains](#) to the L3C Contractor, or may take any other enforcement action available to it including having recourse to a Bond, to recover the agreed amount; or
 - (ii) are unable to reach agreement as to the amount within 20 Business Days after service of the Handback Matters Disagreement Notice, then:
 - A. without limiting or otherwise restricting clause 11.7 or [25.525-6](#), [RailCorp Sydney Trains](#) may deduct or set off any cost of rectification, refurbishment, maintenance or remediation work under clause 31.5(a) against any amount otherwise payable by [RailCorp Sydney Trains](#) to the L3C Contractor, or may take any other enforcement action available to it including having recourse to a Bond up to the amount set out in the Handback Matters Notice; and
 - B. the matters in dispute will be referred directly for determination in accordance with clause 43.

- (f) [RailCorp Sydney Trains](#) must pay to the L3C Contractor the difference between the amount set off or drawn by following a demand under clause 31.6(e)(ii)A and any lesser amount which is determined under clause 43 to be the amount referred to in clause 31.6(a), within 40 Business Days of the determination.

31.7 Effect of clause

- (a) Nothing in this clause 31 will limit [RailCorp Sydney Trains](#)'s rights against the L3C Contractor, whether under this L3C Agreement or otherwise according to Law, in respect of any failure by the L3C Contractor to comply with this L3C Agreement.
- (b) The parties agree that this clause 31 will survive the termination or expiry of this L3C Agreement.

32. Transition Out

32.1 Transition Out Commencement Date

- (a) The Transition Out Commencement Date will be the day on which the first of the following occurs:
- (i) ~~if RailCorp does not provide a notice under clause 3.2 on or before that day, the day which is 6 months before the expiry date for the Term;~~
 - (ii) [RailCorp Sydney Trains](#) issues a notice terminating this L3C Agreement under clause 34.6;
 - (iii) the L3C Agreement is terminated; or
 - (iv) [RailCorp Sydney Trains](#) gives the L3C Contractor notice stating that it intends for the L3C Agreement to end on a particular date and requesting that the Transition Out Phase commence but the parties acknowledge and agree that any such a notice will not have any effect on the length of the Term.
- (b) On and from the Transition Out Commencement Date, the L3C Contractor must:
- (i) provide the Transition Out Services as required by this L3C Agreement;
 - (ii) provide any Replacement Contractor with access to the Site to allow that Replacement Contractor to participate in the Transition Out Services as contemplated in this L3C Agreement during the Transition Out Phase;
 - (iii) comply with the requirements of clause ~~Schedule 5~~ 1.12(a) of Schedule 5;
 - (iv) at the time requested by [RailCorp Sydney Trains](#) (if any), execute the Transition Out Deed;
 - (v) co-operate with [RailCorp Sydney Trains](#) in connection with:
 - A. the transition of the L3C Services to any Replacement Contractor; and
 - B. assumption of the Site by a Replacement Contractor;
 - (vi) ensure that all leases in respect of leased plant or equipment that are required in order to provide the L3C Services expire on a date which is 1

day before the expiry of the Transition Out Phase but contain a provision under which [RailCorp](#), [RailCorp Associates](#), [RailCorp Sydney Trains](#), or [RailCorp Sydney Trains's Associate](#), has the option to enter into new leases of the leased equipment on terms mutually agreeable to both the lessor and [RailCorp Sydney Trains](#);

- (vii) do all things required to ensure that the L3C Services are:
 - A. provided in accordance with this L3C Agreement up to and including the last day of the Transition Out Phase; and
 - B. transitioned to any Replacement Contractor with minimal disruption so that Replacement Contractor ought to be able to provide services similar to the L3C Services at levels similar to those required under this L3C Agreement immediately before the expiration or termination of this L3C Agreement;
- (viii) ensure that no Plant, L3C Inventory, ~~or property of Sydney Trains or a Rail Transport Agency~~ [RailCorp property](#) is removed from the Site except as permitted by this L3C Agreement or with the prior written consent of [RailCorp Sydney Trains](#); and
- (ix) otherwise co-operate fully with the transfer of responsibility for the L3C Services from the L3C Contractor to [RailCorp Sydney Trains](#), or any Replacement Contractor, including:
 - A. liaising with [RailCorp Sydney Trains](#), or any Replacement Contractor (or both, as required), and providing reasonable assistance and advice concerning the L3C Services and their transfer to [RailCorp Sydney Trains](#), or to such Replacement Contractor, including providing any relevant training regarding the L3C Services;
 - B. providing sufficient information to [RailCorp Sydney Trains](#), any Replacement Contractor or any other party notified by [RailCorp Sydney Trains](#) to the L3C Contractor (or all, as required), to determine the status and condition of the Plant, Site and L3C Inventory and any works, maintenance or refurbishment programs in progress at that time; and
 - C. allowing any Replacement Contractor access (at reasonable times and on reasonable notice) to the Site, to allow the Replacement Contractor to participate in the Transition Out Services as contemplated in this L3C Agreement during the Transition Out Phase.

32.2 Transition Officer

- (a) [RailCorp Sydney Trains](#) may, by notice to the L3C Contractor, appoint one or more representatives to attend any part of the Site to undertake such activities as [RailCorp Sydney Trains](#) reasonably requires in connection with the preparation for, and the conduct of, a tender for the provision of the L3C Services or to facilitate the continuity of the provision of the L3C Services and its transfer as a going concern to [RailCorp Sydney Trains](#) or Replacement Contractor at the end of the Term. The L3C Contractor must provide [RailCorp Sydney Trains](#) with the access requested under [RailCorp Sydney Trains's](#) notice.
- (b) The L3C Contractor must appoint a representative acceptable to [RailCorp Sydney Trains](#) to liaise with [RailCorp Sydney Trains](#), and undertake such activities as

RailCorpSydney Trains reasonably requires, in connection with the L3C Contractor's obligations under this clause 32, including (upon request by RailCorpSydney Trains) assisting in the preparation for, and the conduct of, a tender for the provision of the L3C Services or to facilitate the continuity of the provision of the L3C Services and its transfer as a going concern to RailCorpSydney Trains or a Replacement Contractor at the end of the Term.

- (c) The L3C Contractor must ensure that each of RailCorpSydney Trains, RailCorpSydney Trains's Associates and any Replacement Contractor:
- (i) has all necessary access to the books, financial records, agreements and any other records or other material kept by or on behalf of the L3C Contractor which is not Commercial in Confidence Information and to all offices, Maintenance Centres, maintenance facilities and other premises or facilities used by the L3C Contractor in connection with the provision of the L3C Services; and
 - (ii) is provided with office accommodation, computer access and printing facilities reasonably required by RailCorpSydney Trains.
- (d) provided that each such person may only access information, agreements, records or other material to which RailCorpSydney Trains is entitled to access under this L3C Agreement.

32.3 Re-tendering requirements

- (a) The L3C Contractor must provide RailCorpSydney Trains and RailCorpSydney Trains's Associates with:
- (i) accurate copies of all records required by this L3C Agreement;
 - (ii) the commercial information for any Subcontractor agreements in connection with the procurement of L3C Inventory; and
 - (iii) access to the L3C Contractor's Associates,
- which is not Commercial in Confidence Information for the purpose of preparing reports or other documents in connection with any tender process or consideration of any proposed tender process.
- (b) Without limiting any of the L3C Contractor's obligations under this clause 32.3, if RailCorpSydney Trains elects to tender the right to provide services which are similar to the L3C Services, the L3C Contractor must use reasonable endeavours to assist RailCorpSydney Trains with such tender. In particular, the L3C Contractor must:
- (i) provide copies of or otherwise make available to RailCorpSydney Trains and RailCorpSydney Trains's Associates any information requested by RailCorpSydney Trains;
 - (ii) assist in the verification of any information (including the provision of answers to verification questions); and
 - (iii) make the Site and L3C Services reasonably available for inspection by a prospective Replacement Contractor,

as reasonably required in connection with the tendering process. The L3C Contractor's obligations under this clause 32.3(b) do not require the L3C Contractor to undertake activities which will unduly interfere with the L3C Services, however

the L3C Contractor acknowledges that compliance with this clause 32.3(b) will cause some disruption or interference with the L3C Services.

- (c) The L3C Contractor acknowledges and agrees that [RailCorp Sydney Trains](#) may use any information provided under clauses 32.3(a) or 32.3(b) in any tender process for services which are similar to the L3C Services, including providing that information to any prospective Replacement Contractor.
- (d) All assistance provided by the L3C Contractor under clause 32.3(b) must be provided within the timeframe reasonably specified by [RailCorp Sydney Trains](#) or, if no timeframe is specified, within a reasonable time.
- (e) The L3C Contractor warrants and represents to [RailCorp Sydney Trains](#) that to the best of its belief all information it provides under clause 32.3(b) will be, at the time it is provided, true and correct in all material respects and will not be misleading, by omission or otherwise.

32.4 Novation of contracts

- (a) The L3C Contractor must ensure that it, and not a Key Provider, enters into all agreements, subleases and licences relating to:
 - (i) the supply of L3C Inventory;
 - (ii) the maintenance of the Cars and Rotable Parts (including licences for Intellectual Property); and
 - (iii) the supply and maintenance of all plant, machinery or other equipment required to provide the L3C Services.
- (b) The L3C Contractor must procure the novation to [RailCorp Sydney Trains](#), or any Replacement Contractor (as the case may be), of any agreement, sublease or licence contemplated by clause 32.4(a) with effect from the end of the Term or such other date as [RailCorp Sydney Trains](#) may require.
- (c) The parties acknowledge and agree that the L3C Contractor will not be obliged to novate a Key Provider Agreement except where contemplated by the Direct Deed.

32.5 Transfer of Responsibility

The L3C Contractor must:

- (a) facilitate the smooth transfer of responsibility for the performance of the L3C Services to [RailCorp Sydney Trains](#) or any Replacement Contractor (as the case may be);
- (b) take no action at any time during the Term or thereafter which, directly or indirectly prejudices or frustrates or make such transfer more difficult; and
- (c) do all other acts and things reasonably required to enable [RailCorp Sydney Trains](#) and any Replacement Contractor to be in a position to provide the L3C Services.

32.6 Non frustration of transfer

The L3C Contractor must not do anything which directly or indirectly avoids, or materially prejudices or frustrates:

- (a) the transfer of the L3C Services as a going concern at the end of the Term to [RailCorp Sydney Trains](#) or any Replacement Contractor; or

- (b) the provision of any information which is included in whole or in part for the purpose of facilitating the transfer as a going concern of the L3C Services at the end of the Term to [RailCorpSydney Trains](#) or any Replacement Contractor (as the case may be).

32.7 Power of attorney

If the L3C Contractor fails to comply with any obligation under this clause 32 or clause 35, [RailCorpSydney Trains](#) may provide the L3C Contractor with 5 Business Days' notice to rectify that failure. If the L3C Contractor fails to rectify such a failure in accordance with any the time required under any such notice, the L3C Contractor irrevocably appoints, with effect from the expiry of the applicable 5 Business Day period under [RailCorpSydney Trains's](#) notice, [RailCorpSydney Trains](#) and such persons as are from time to time nominated by [RailCorpSydney Trains](#), jointly and severally, as its attorney with full power and authority to:

- (a) perform any of the L3C Contractor's obligations under; and
- (b) execute any agreement or novation contemplated by,
- (c) this clause 32 or clause 35.

32.8 Effect of clause

- (a) Nothing in this clause 32 will limit [RailCorpSydney Trains's](#) rights against the L3C Contractor, whether under this L3C Agreement or otherwise according to Law, in respect of any failure by the L3C Contractor to comply with this L3C Agreement.
- (b) The parties agree that this clause 32 will survive the termination or expiry of this L3C Agreement.

32.9 Close out

- (a) [RailCorpSydney Trains](#) may Direct that the Transition Out Services will not be required under this L3C Agreement. Such a Direction must state that it is a Direction under this clause 32.9.
- (b) If [RailCorpSydney Trains](#) gives a Direction under clause 32.9(a):
 - (i) the L3C Contractor will not be required to provide the Transition Out Services; and
 - (ii) the L3C Contractor is not entitled to make, and [RailCorpSydney Trains](#) will not be liable upon, any Claim arising from, or in connection with, that Direction.

32.10 Fundamental requirements

- (a) The L3C Contractor acknowledges and agrees that during the Transition Out Phase it is essential that:
 - (i) the requirements of [RailCorpSydney Trains](#), and this L3C Agreement, concerning safety and the performance, servicing, reliability and availability of the Cars and Rotable Parts are met;
 - (ii) there is an effective transition which ensures the availability of Cars and Rotable Parts at levels which:
 - A. allow [RailCorpSydney Trains](#) to achieve the [RailCorpSydney Trains](#) L3C Purpose and Strategic Intent; and

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- B. ensures Cars and Rotable Parts are serviced as required by this L3C Agreement.
- (b) The parties acknowledge and agree that exceptional conditions may arise during the Transition Out Phase which will require the cooperation and commitment of each party to meet [RailCorp Sydney Trains](#)'s requirements including the Governance Board attending meetings with any similar board constituted under any agreement entered into by [RailCorp Sydney Trains](#) and the Replacement Contractor.

33. Default

33.1 Default Events

The following are Events of Default:

- (a) the L3C Contractor has failed to comply with any obligation under this L3C Agreement including:
- (i) any failure by the L3C Contractor to provide the L3C Services in accordance with this L3C Agreement;
 - (ii) the L3C Contractor does not comply with Schedule 5;
 - (iii) the L3C Contractor assigns, or attempts to assign its rights otherwise than in accordance with this L3C Agreement; or
 - (iv) the L3C Contractor subcontracts, or attempts to subcontract, its obligations under this L3C Agreement otherwise than in accordance with this L3C Agreement;
- (b) the L3C Contractor has failed to comply with any obligation under any other L3C Transaction Document;
- (c) the L3C Contractor has not met the performance standards set out in clause 98 of Schedule 20;
- (d) a Key Provider ceases or threatens to cease to carry on business or provide the services utilised by the L3C Contractor to provide the L3C Services; ~~or~~
- (e) there is a material change in the financial condition or business assets of the L3C Contractor, or any event or circumstance occurs or comes into existence, which in the opinion of [RailCorp Sydney Trains](#) would have a materially adverse effect on the ability of the L3C Contractor to perform its obligations under the L3C Agreement; or
- ~~(e)(f)~~ the L3C Contractor submits a false statutory declaration regarding payment of subcontractors under clause 25.2(a)(iv)A25.3(a).

33.2 Default Notice

- (a) If an Event of Default occurs, [RailCorp Sydney Trains](#) may give the L3C Contractor a notice (**Default Notice**):
- (i) stating that it is a notice under this clause 33.2;
 - (ii) specifying the nature of the Event of Default; and

- (iii) if the Event of Default is capable of being remedied, specifying a period that is, in the reasonable opinion of [RailCorp Sydney Trains](#), the period reasonably required to remedy the Event of Default (**Applicable Cure Period**); and
- (b) If an Event of Default occurs, the L3C Contractor must:
 - (i) whether or not a Default Notice has been issued by [RailCorp Sydney Trains](#), immediately commence and diligently pursue any action required to remedy the Event of Default; and
 - (ii) if a Default Notice has not been issued by [RailCorp Sydney Trains](#), immediately notify [RailCorp Sydney Trains](#) of the Event of Default.

33.3 Cure Plan

- (a) If [RailCorp Sydney Trains](#) issues a Default Notice and the Event of Default is capable of being remedied, the L3C Contractor must:
 - (i) comply with the Default Notice;
 - (ii) unless the Applicable Cure Period is less than 5 Business Days (in which case no Cure Plan is required), prepare and submit to [RailCorp Sydney Trains](#) a draft plan describing the actions and measures which the L3C Contractor will diligently pursue to remedy the Event of Default and prevent it recurring;
 - (iii) consult with [RailCorp Sydney Trains](#), in which case both parties must act in good faith, to agree to the terms of that plan (including any amendments to the draft plan reasonably requested by [RailCorp Sydney Trains](#)); and
 - (iv) following agreement of that plan by the parties or, failing agreement, determination of that plan by [RailCorp Sydney Trains](#) (**Cure Plan**), the L3C Contractor must implement the Cure Plan.
- (b) If [RailCorp Sydney Trains](#) issues a Default Notice and the Event of Default is not capable of being remedied, the L3C Contractor must:
 - (i) within 5 Business Days after receipt of the Default Notice prepare and submit to [RailCorp Sydney Trains](#) a draft plan describing the actions and measures which the L3C Contractor will diligently pursue to prevent the Event of Default from recurring;
 - (ii) consult with [RailCorp Sydney Trains](#), in which case both parties must act in good faith, to agree to the terms of that plan (including any amendments to the draft plan reasonably required by [RailCorp Sydney Trains](#)); and
 - (iii) following agreement of that plan by the parties or, failing agreement, determination of that plan by [RailCorp Sydney Trains](#) (**Prevention Plan**), the L3C Contractor must implement the Prevention Plan.

33.4 Applicable Cure Period

- (a) Subject to clause 33.4(b):
 - (i) if at any time the L3C Contractor considers in good faith that the Applicable Cure Period is not reasonable, it may request an extension to

the Applicable Cure Period by notifying [RailCorpSydney Trains](#) of that belief, the reasons for that belief (in such detail as [RailCorpSydney Trains](#) may reasonably require) and the time which the L3C Contractor believes is reasonably required to remedy the Event of Default; and

- (ii) if the L3C Contractor:
 - A. gives [RailCorpSydney Trains](#) a notice under clause 33.4(a)(i);
 - B. is and has been diligently pursuing a remedy of the Event of Default; and
 - C. is and has been continuing to perform the L3C Services to the full extent it is technically able to and it is safe to do so,

the Applicable Cure Period will be extended by the time which [RailCorpSydney Trains](#) determines is reasonably required to remedy the Event of Default (having regard to, among other things, the notice from the L3C Contractor under clause 33.4(a)(i).

- (b) The L3C Contractor may only apply once for an extension of the Applicable Cure Period in respect of an Event of Default unless [RailCorpSydney Trains](#) otherwise agrees.
- (c) [RailCorpSydney Trains](#) may, at its absolute discretion, consider any application from the L3C Contractor for a second extension of an Applicable Cure Period if the L3C Contractor can satisfy [RailCorpSydney Trains](#) that the L3C Contractor is diligently seeking to remedy the Event of Default.

33.5 No prejudice to other remedies

- (a) Nothing in this clause 33 prejudices or limits [RailCorpSydney Trains](#) from:
- (b) exercising its other rights, whether under this L3C Agreement or otherwise according to Law, and whether against the L3C Contractor or otherwise, in relation to an Event of Default or any other default by the L3C Contractor, including [RailCorpSydney Trains](#)'s:
 - (i) rights pursuant to any Bond held by [RailCorpSydney Trains](#);
 - (ii) rights under clause 36; or
 - (iii) rights to terminate this deed under clause 34 or otherwise at Law; or
- (c) making any Claim against the L3C Contractor, or exercising any other rights against the L3C Contractor, whether under any L3C Transaction Document or otherwise according to Law, in relation to an Event of Default or any other default by the L3C Contractor.

33.6 [RailCorpSydney Trains](#) Default

- (a) If [RailCorpSydney Trains](#) breaches its obligation under this L3C Agreement to pay any undisputed amounts due and payable by [RailCorpSydney Trains](#) to the L3C Contractor, the L3C Contractor may direct [RailCorpSydney Trains](#) in writing to remedy the breach and specify the time and date by which the breach must be remedied, which may not be less than 20 Business Days from the date on which the amount became due and payable.

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- (b) If [RailCorpSydney Trains](#) does not remedy the breach within the time period in any notice by the L3C Contractor under clause 33.6(a) then the L3C Contractor may provide [RailCorpSydney Trains](#) with a further direction in writing to remedy the breach and specify the time and date by which the breach must be remedied, which may not be less than 20 Business Days from the date on which the direction is given by the L3C Contractor under this clause 33.6(b).

33.7 Direct Deed

The L3C Contractor must, on or before the Execution Date, provide to [RailCorpSydney Trains](#) a Direct Deed from each Key Provider in the form attached at Schedule 25 executed by the Key Provider.

34. Termination

34.1 Termination Events

Each of the following is a Termination Event:

- (a) the L3C Contractor has failed to comply with a Cure Plan or a Prevention Plan to the reasonable satisfaction of [RailCorpSydney Trains](#);
- (b) the L3C Contractor has failed to remedy an Event of Default within the Applicable Cure Period;
- (c) the L3C Contractor commits a material breach of any L3C Transaction Document, as determined by [RailCorpSydney Trains](#) acting reasonably, which is not capable of remedy;
- (d) the L3C Contractor fails to provide a Bond under clause 11.1, a replacement Bond as required by clauses 11.4 or 11.5 or a Parent Company Guarantee and Indemnity under clause 11.10.
- (e) an Insolvency Event occurs in relation to the L3C Contractor;
- (f) an Insolvency Event occurs in relation to a Guarantor;
- (g) the L3C Contractor ceases or threatens to cease to carry on business or undertake any of its obligations under any L3C Transaction Document; or
- (h) if in [RailCorpSydney Trains's](#) opinion, there is a Change of Control contemplated by clause 15.5(d)(iii) or clause 15.5(d)(iv).

34.2 Termination

If a Termination Event occurs, [RailCorpSydney Trains](#) may immediately terminate this L3C Agreement by providing written notice to the L3C Contractor.

34.3 Termination for default of [RailCorpSydney Trains](#)

The L3C Contractor may, by written notice to [RailCorpSydney Trains](#), immediately terminate this L3C Agreement, if [RailCorpSydney Trains](#) has failed to comply with a notice served on it under clause 33.6(b) within the period specified in that notice.

34.4 Termination notice

[RailCorpSydney Trains](#) may issue a notice under clause 34.2 notwithstanding that it has not issued a notice under clause 33.2.

34.5 Termination for default of a Guarantor

[RailCorpSydney Trains](#) may, by written notice to the L3C Contractor, immediately terminate this L3C Agreement if:

- (a) a Parent Company Guarantee and Indemnity is or becomes unenforceable or void; or
- (b) a Guarantor repudiates its Parent Company Guarantee and Indemnity.

34.6 Termination for convenience

In addition to any other rights it has under this L3C Agreement, [RailCorpSydney Trains](#) may at its sole discretion terminate this L3C Agreement by written notice to the L3C Contractor specifying the date of termination, which must not be earlier than 6 months after the date on which the notice is received by the L3C Contractor.

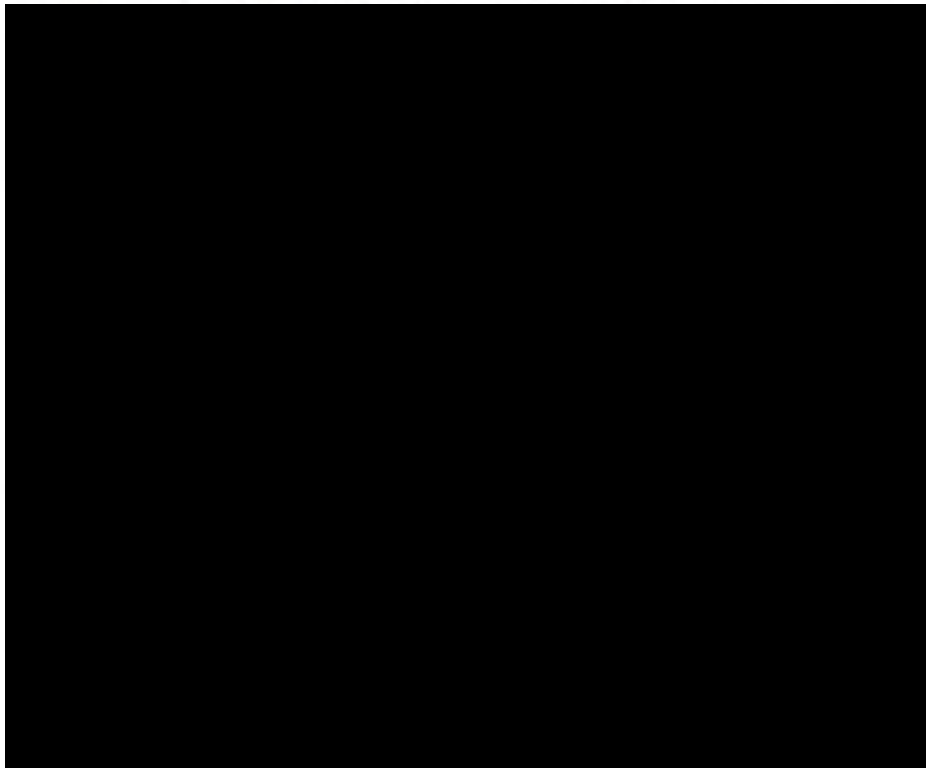
34.7 Consequences of termination

- (a) On termination of this L3C Agreement, the rights and obligations of the parties under this L3C Agreement will cease except for:
 - (i) any accrued rights and obligations under this L3C Agreement;
 - (ii) any rights and obligations which are expressed to continue after termination of this L3C Agreement, including those referred to in clause 45.3.
- (b) Nothing in this clause 34, or that [RailCorpSydney Trains](#) does or fails to do pursuant to this clause 34, will prejudice the right of [RailCorpSydney Trains](#) to exercise any right or remedy (including recovering damages or exercising a right of set-off under clause ~~25.525-6~~) which it may have where the L3C Contractor breaches (including repudiates) this L3C Agreement or any other L3C Transaction Document.

34.8 Payments on termination for convenience

- (a) If [RailCorpSydney Trains](#) terminates this L3C Agreement under clause 34.6, without prejudice to any of [RailCorpSydney Trains's](#) other rights, entitlements or powers under this L3C Agreement, the L3C Contractor will be entitled to be paid the following amounts as determined by [RailCorpSydney Trains](#):
 - (i) for the L3C Services carried out prior to the date of termination, the fair and reasonable value of the L3C Services carried out, less any L3C Services Fee paid to the L3C Contractor;
 - (ii) the costs and expenses (if any) reasonably incurred by the L3C Contractor in terminating or otherwise dealing with agreements, subleases or licences entered into for any part of the L3C Services prior to the termination;
 - (iii) the costs and expenses incurred in redeploying its employees (and the employees of the Key Providers seconded to the L3C Contractor and directly engaged in the performance of the L3C Services) and costs and expenses otherwise incurred for any part of the L3C Services in demobilising from the Site but excluding any costs and expenses arising from or in connection with the redundancy of any person;

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- (iv) the cost of materials or other items ordered by the L3C Contractor for the L3C Services and for which it is legally bound to pay provided that:
 - A. the materials or other items are not readily substitutable for materials or items under other contracts to which the L3C Contractor is a party;
 - B. the materials or items have not been prematurely ordered;
 - C. the value of the materials and other items have not been previously paid or included in the amount payable under clause 34.8(a)(i); and
 - D. title in the materials will vest in ~~RailCorp~~ Sydney Trains or its nominee upon payment;
 - (v) any reasonable and proven expenses incurred by the L3C Contractor arising from its management of the Site which have not otherwise been recovered by the L3C Contractor through ~~RailCorp~~ Sydney Trains's payment to the L3C Contractor of the L3C Services Fee; and
 - (vi) if ~~RailCorp~~ Sydney Trains terminates this L3C Agreement under clause 34.6:



- (b) The L3C Contractor must:
 - (i) take all steps possible to mitigate the costs referred to in clause 34.8(a); and
 - (ii) comply with the requirements of clause 1.12(a) of Schedule 5.
- (c) The amount to which the L3C Contractor is entitled under this clause 34.8 will be a limitation upon ~~RailCorp~~ Sydney Trains's liability to the L3C Contractor arising out of, or in any way in connection with, the termination of the L3C Agreement under

clause 34.6 and the L3C Contractor is not entitled to, must not make, and [RailCorpSydney Trains](#) will not be liable for any Claim arising out of, or in any way in connection with, the termination of the L3C Agreement under clause 34.6 other than for the amount payable under this clause 34.8.

34.9 Termination deemed void

If a court determines that a termination of this L3C Agreement by [RailCorpSydney Trains](#) under clause 34.1 was wrongful, such termination will be deemed a termination under clause 34.6 and the L3C Contractor's entitlements on such termination will be limited in accordance with clause 34.8.

35. Expiry or termination

35.1 Third party warranties

The L3C Contractor must ensure that upon expiry or termination of this L3C Agreement the L3C Contractor gives to [RailCorpSydney Trains](#) or its nominee the benefit of any warranties which the L3C Contractor holds with respect to the L3C Inventory and the L3C Services.

35.2 Duties of the L3C Contractor on expiry or termination

Upon expiry or termination of this L3C Agreement, the L3C Contractor must:

- (a) upon demand, pay to [RailCorpSydney Trains](#) any money due to [RailCorpSydney Trains](#) under this L3C Agreement;
- (b) unless otherwise Directed by [RailCorpSydney Trains](#) (including any Direction in which [RailCorpSydney Trains](#) or a [Rail Transport Agency](#) agrees to purchase any assets under clause 7.8(b) of the Lease), at its expense, remove its assets and property (if any) from the Site and any other [RailCorpSydney Trains](#) or [Rail Transport Agency](#) premises by the date specified in a written notice to the L3C Contractor from the [RailCorp-RepresentativeSydney Trains Representative](#);
- (c) deliver to [RailCorpSydney Trains](#), or at [RailCorpSydney Trains's](#) direction, the Replacement Contractor:
 - (i) all L3C Inventory;
 - (ii) all Plant;
 - (iii) all Cars;
 - (iv) all equipment, fixtures, fittings, furniture and all other property belonging to [RailCorpSydney Trains](#), and its Associates or any [Rail Transport Agency](#) in the possession of the L3C Contractor or otherwise on the Site;
- (d) in the condition:
 - (i) set out in the condition report procured by [RailCorpSydney Trains](#) on, or about, the L3C Services Commencement Date; or
 - (ii) that the L3C Contractor received the item,

but for the effects of fair wear and tear and with full identification and itemisation in a schedule.

- (e) transfer (or procure the transfer) to [RailCorpSydney Trains](#) or its nominee of all title, interest and rights in all L3C Inventory, all Plant and all other property belonging to ~~RailCorpSydney Trains~~ and ~~RailCorp~~, its's Associates or any Rail Transport Agency in the possession of the L3C Contractor:
 - (i) free from any encumbrances;
 - (ii) in a state and condition which complies with the Handback Condition (fair wear and tear excepted); and
 - (iii) which will, without further action by any party, immediately vest in and become the absolute property of [RailCorpSydney Trains](#) or its nominee;
- (f) comply with the requirements of clause 1.12(a) of Schedule 5;
- (g) comply with any directions given by [RailCorpSydney Trains](#) under clause 30.7; and
- (h) not represent itself as being in any way connected with or interested in the business of [RailCorpSydney Trains](#) or its Associates.

35.3 Rights of [RailCorpSydney Trains](#) on termination

Without limiting any other right of [RailCorpSydney Trains](#) under this L3C Agreement, upon termination of this L3C Agreement, [RailCorpSydney Trains](#) may procure from any other source works and services which are substantially similar to the L3C Services and, if the termination was under clause 34.1, the L3C Contractor will be liable to [RailCorpSydney Trains](#) for any extra cost, expense or loss incurred by [RailCorpSydney Trains](#) as a result of so obtaining similar works and services until the expiry of the Term, provided [RailCorpSydney Trains](#) has acted reasonably to mitigate such cost, expense or loss.

36. Step-In

36.1 Notification of Step-In Events

If the L3C Contractor becomes aware of a Step-In Event occurring, the L3C Contractor must, at its cost:

- (a) immediately inform [RailCorpSydney Trains](#) of the Step-in Event;
- (b) keep [RailCorpSydney Trains](#) informed about the Step-in Event; and
- (c) provide [RailCorpSydney Trains](#) with sufficient information to enable [RailCorpSydney Trains](#) to assess the nature of the Step-In Event and the likely effect of the Step-in Event on:
 - (i) the health or safety of persons;
 - (ii) the Site;
 - (iii) any property; and
 - (iv) the safe and correct performance of the L3C Services; and
- (d) immediately inform and keep [RailCorpSydney Trains](#) informed about any action or measures the L3C Contractor has taken or proposes to take to respond to, overcome or minimise the effects of the Step-in Event.

36.2 **RailCorpSydney Trains may instruct**

If a Step-in Event occurs, RailCorpSydney Trains may instruct the L3C Contractor to do any one or more of the following:

- (a) immediately suspend performance of all or any part of the L3C Services;
- (b) co-operate with RailCorpSydney Trains as and when required by RailCorpSydney Trains;
- (c) provide additional or alternative services or other L3C Services; or
- (d) take, or procure that its Associates take, such other steps as RailCorpSydney Trains determines are necessary or desirable in order to:
 - (i) continue the performance of the L3C Services; or
 - (ii) minimise the risk to:
 - A. the health or safety of persons;
 - B. the Site;
 - C. any property; and
 - D. the safe and correct performance of the L3C Agreement,
- (e) in each case to ensure that the Step-in Event is dealt with and performance of the L3C Services in accordance with the L3C Transaction Documents resumes as soon as is reasonably practicable.

36.3 **Payment for additional or alternative L3C Services**

- (a) Subject to clause 36.3(b), any additional costs incurred by the L3C Contractor or its Associates in providing the additional or alternative L3C Services under clause 36.2(c) or taking any other steps under clause 36.2(d) will constitute a Variation and be valued under clause 22.3.
- (b) The L3C Contractor will bear the cost of any additional or alternative L3C Services provided or steps taken by the L3C Contractor if the relevant Step-In Event arose (directly or indirectly) in whole or in part as a result of any negligence, Wilful Misconduct, breach or default of this L3C Agreement by the L3C Contractor or its Associates.

36.4 **RailCorpSydney Trains Step-in**

- (a) If:
 - (i) the L3C Contractor fails to promptly remedy or overcome the consequences of an act or omission which has given rise to a Step-In Event and RailCorpSydney Trains believes that action must be taken in respect of the Step-In Event;
 - (ii) the L3C Contractor is unable or unwilling to provide additional or alternative L3C Services or comply with any instruction under clause 36.2, and RailCorpSydney Trains believes that action must be taken in respect of the Step-in Event; or

- (iii) [RailCorpSydney Trains](#) otherwise believes that it must take action in response to the Step-in Event to discharge a Law or public duty;

[RailCorpSydney Trains](#) may (without limiting clause 36.5 or any statutory rights of [RailCorpSydney Trains](#)):

- (iv) assume total or partial possession, management and control of the Site and the performance of the L3C Services; or
 - (v) take such other steps as it determines are necessary or desirable to continue the performance of the L3C Services, including any steps to minimise the risk to the health and safety of persons, the Site, any property or the safe and correct performance of the L3C Services,
- (b) (together referred to as **Step-in Rights**).
- (c) If [RailCorpSydney Trains](#) wishes to exercise its Step-in Rights, [RailCorpSydney Trains](#) must notify the L3C Contractor of the following:
- (i) the action it wishes to take in general terms;
 - (ii) the reason for such action in general terms;
 - (iii) the date it wishes to commence such action, if such action has not already been taken; and
 - (iv) the time period which it believes may be necessary for such action; and
 - (v) the extent to which [RailCorpSydney Trains](#) will assume control of performance of the L3C Services.

36.5 Required Action

- (a) [RailCorpSydney Trains](#), or [RailCorpSydney Trains's](#) Associates, may take such action as notified in clause 36.4 and any consequential additional action as [RailCorpSydney Trains](#) believes is necessary to exercise its Step-in Rights (together, the **Required Action**) and the L3C Contractor must (and must procure that the L3C Contractor's Associates) give all assistance to [RailCorpSydney Trains](#), and [RailCorpSydney Trains's](#) Associates, while it is taking the Required Action including by:
- (i) giving [RailCorpSydney Trains](#), and [RailCorpSydney Trains's](#) Associates, access to the Site where the L3C Services are being carried out;
 - (ii) making available to [RailCorpSydney Trains](#) all relevant staff of the L3C Contractor and its Associates and authorising [RailCorpSydney Trains](#) to give lawful directions to all such staff;
 - (iii) making available to [RailCorpSydney Trains](#) all Plant and L3C Inventory and any other materials or equipment used by the L3C Contractor in connection with the provision of the L3C Services (wherever located);
 - (iv) making available to [RailCorpSydney Trains](#) all documentation relating to the L3C Services; and
 - (v) taking all steps to enable [RailCorpSydney Trains](#) to step-in to any significant subcontract.

- (b) If the L3C Contractor fails to comply with any obligation under this clause 36, [RailCorpSydney Trains](#) may provide the L3C Contractor with 5 Business Days' notice to rectify that failure. If the L3C Contractor fails to rectify such a failure within the time required by any such notice, the L3C Contractor irrevocably appoints [RailCorpSydney Trains](#), and [RailCorpSydney Trains's](#) Associates, with effect from the expiry of the applicable 5 Business Day period under [RailCorpSydney Trains's](#) notice, as its attorney with full power and authority to exercise [RailCorpSydney Trains's](#) Step-In Rights, carry out the Required Action and to carry out the L3C Contractor's obligation under clause 36.5(a).
- (c) Promptly upon the risks identified in clause 36.2(d)(ii) being negated, [RailCorpSydney Trains](#) must give the L3C Contractor notice of its intent to complete or cease the Required Action in which case the L3C Contractor must recommence performance of the L3C Services, if such performance has been prevented by [RailCorpSydney Trains](#) exercising its Step-in Rights, immediately upon the completion or cessation of the Required Action.
- (d) Except to the extent the Required Action is taken as a result of any act or omission of the L3C Contractor or the L3C Contractor's Associates, [RailCorpSydney Trains](#) will use its reasonable endeavours to complete the Required Action promptly upon cessation of the relevant event which gave rise to the exercise of the Step-In Rights.
- (e) During any period in which [RailCorpSydney Trains](#) is exercising a Step-in Right or taking any Required Action:
- (i) the L3C Contractor will be relieved of its obligations to provide such part of the L3C Services that it is prevented from performing as a result of [RailCorpSydney Trains](#) exercising such Step-In Right or taking any such Required Action; and
 - (ii) the L3C Services Fee due from [RailCorpSydney Trains](#) to the L3C Contractor will equal the amount the L3C Contractor would have received if it were satisfying all its obligations and providing the L3C Services affected by [RailCorpSydney Trains](#) exercising such Step-In Right or taking such Required Action less:
 - A. an amount reasonably estimated by [RailCorpSydney Trains](#) as representing costs not incurred by the L3C Contractor as a result of the L3C Contractor not providing the L3C Services affected by [RailCorpSydney Trains](#) exercising such Step-In Right or taking any Required Action; and
 - B. where the Step-in Right or Required Action is exercised or taken as a result of any act or omission of the L3C Contractor or the L3C Contractor's Associates, an amount equal to the costs and expenses incurred by [RailCorpSydney Trains](#) in exercising such Step-In Right or taking such Required Action,and if the L3C Services Fee under this clause 36.5(e) is a negative amount, that amount will be a debt due and payable by the L3C Contractor to [RailCorpSydney Trains](#).
- (f) The L3C Contractor must not make, and [RailCorpSydney Trains](#) and [RailCorpSydney Trains's](#) Associates will not be liable upon, any Claim made by the L3C Contractor in connection with [RailCorpSydney Trains](#), or [RailCorpSydney Trains's](#) Associates, exercising Step-In Rights or performing any Required Action.

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- (g) Except as expressly provided for in this clause 36, the L3C Contractor will not be entitled to any relief from obligations, nor any compensation in respect of the exercise of Step-In Rights or the taking of any Required Action.
 - (h) Except as expressly provided for in this L3C Agreement, [RailCorp Sydney Trains's](#) rights or the L3C Contractor's liabilities or obligations, whether under this L3C Agreement or otherwise according to Law, in respect of Step-In Events, will be limited by the terms of this clause 36.
 - (i) Nothing in this clause 36 requires [RailCorp Sydney Trains](#) to exercise its Step-In Rights to remedy or cure any breach by the L3C Contractor or mitigate any risk or consequences in respect of which it exercises any Step-In Rights.
 - (j) In exercising its Step-In Rights, [RailCorp Sydney Trains](#) must use reasonable endeavours to operate and maintain the Site and Plant and perform the L3C Services in accordance with this L3C Agreement.

36.6 Training

If [RailCorp Sydney Trains](#) exercises its Step-In Rights under clause 36.4, the L3C Contractor must provide training sessions:

- (a) during the Term (at regular intervals) to any persons nominated by [RailCorp Sydney Trains](#) in relation to the operation of the Site and Plant to ensure that [RailCorp Sydney Trains](#) has the ability to exercise its rights under this clause 36; and
- (b) otherwise in accordance with the SPTR.

37. Title and risk

37.1 Title

- (a) ~~RailCorp~~ As between the L3C Contractor and Sydney Trains, Sydney Trains (or another Rail Transport Agency) retains right, title and interest in:
 - (i) the Plant;
 - (ii) all Rotable Parts;
 - (iii) all physical infrastructure (including all buildings and services and all rail and road infrastructure) upon, or within, the Site; and
 - (iv) any other ~~RailCorp~~ property of Sydney Trains or a Rail Transport Agency on the Site including all Cars,at all times.
- (b) Without limiting or otherwise affecting clause 37.1(c), the L3C Contractor must use reasonable endeavours to ensure that all title to an item of L3C Inventory (other than Rotable Parts) passes to ~~RailCorp~~ Sydney Trains at the time that L3C Inventory is delivered to:
 - (i) the Site; or
 - (ii) ~~RailCorp~~ Sydney Trains or a ~~RailCorp~~ Sydney Trains Associate,

but the L3C Contractor is not required to accept COD delivery terms to procure such passing of title.

- (c) The L3C Contractor must ensure that all title to an item of L3C Inventory (other than Rotable Parts) passes to [RailCorp Sydney Trains](#) on or before the time [RailCorp Sydney Trains](#) pays for that L3C Inventory.
- (d) Notwithstanding any other provision of this L3C Agreement, the L3C Contractor must:
 - (i) ensure that all L3C Inventory is free of all encumbrances including free from any registered security interest under the Personal Property Securities Act 2009 (Cth) before [RailCorp Sydney Trains](#) pays the L3C Contractor for that L3C Inventory; and
 - (ii) if any person makes a Claim in connection with the ownership of, possession of or an encumbrance relating to an item of L3C Inventory which has been delivered to [RailCorp Sydney Trains](#), the L3C Contractor must do all things necessary to prevent any person taking possession of that L3C Inventory.
- (e) Where required by the SPTR, the L3C Contractor must mark L3C Inventory with an appropriate identification number in such fashion that the number is visible for inspection purposes but cannot without difficulty be removed, obliterated or defaced.

37.2 Risk of loss or damage

- (a) The L3C Contractor will bear the risk of destruction or loss of, loss of use of or damage to:
 - (i) the L3C Inventory;
 - (ii) subject to clause 7 of the Lease, all Plant and any buildings, Rail Infrastructure Facilities or other improvements on the land that makes up the Site;
 - (iii) all other property on the Site; and
 - (iv) any ~~RailCorp~~ property of [Sydney Trains](#) or a [Rail Transport Agency](#) (including all Cars) used by the L3C Contractor in connection with the provision of the L3C Services,

whilst it is on the Site or otherwise in the possession of the L3C Contractor or the L3C Contractor's Associates (including all L3C Inventory in transit). The L3C Contractor must at its cost rectify any destruction or loss of, loss of use of or damage to, the L3C Inventory that occurs whilst the L3C Contractor bears the risk for that L3C Inventory, other property on the Site or ~~RailCorp~~ property of [Sydney Trains](#) or a [Rail Transport Agency](#).

- (b) The L3C Contractor must notify ~~RailCorp~~ [Sydney Trains](#) as soon as it becomes aware of any destruction or loss of, loss of use of or damage to any:
 - (i) the L3C Inventory;
 - (ii) other property on the Site; and
 - (iii) ~~RailCorp~~ property of [Sydney Trains](#) or a [Rail Transport Agency](#) including the Cars.

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- (c) The L3C Contractor must do all things necessary to mitigate any such destruction or loss of, loss of use of or damage including implementing all relevant parts of the Business Continuity Plan.
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38. Indemnity by L3C Contractor

38.1 Intellectual Property indemnity

Except to the extent there is no entitlement to use any Intellectual Property provided by [RailCorp Sydney Trains](#) under this L3C Agreement, the L3C Contractor must indemnify [RailCorp Sydney Trains](#):

- (a) against any Claim brought against [RailCorp Sydney Trains](#) or a [Rail Transport Agency](#) by any person; and
- (b) from any loss incurred or damage suffered by [RailCorp Sydney Trains](#) or a [Rail Transport Agency](#),

to the extent arising out of or in any way in connection with any infringement, or alleged infringement, of any Intellectual Property which [RailCorp Sydney Trains](#) has a right to under this L3C Agreement by:

- (c) the L3C Contractor or its Associates; or
- (d) [RailCorp Sydney Trains](#), or its Associates, or any other [Rail Transport Agency](#) exercising any right under this L3C Agreement.

38.2 Work health and safety **OH&S** indemnity

The L3C Contractor must indemnify [RailCorp Sydney Trains](#):

- (a) against any Claim brought against [RailCorp Sydney Trains](#) or a [Rail Transport Agency](#) by any person; and
- (b) from any loss incurred or damage suffered by [RailCorp Sydney Trains](#) or a [Rail Transport Agency](#),

to the extent arising out of or in any way in connection with any act or omission of the L3C Contractor in connection with ~~occupational work~~ health and safety at the Site except to the extent that such Claim, loss or damage arises directly from [RailCorp Sydney Trains](#), or [RailCorp Sydney Trains's](#) Associates, or a [Rail Transport Agency](#) carrying out the [RailCorp Works Sydney Trains Works](#):

- (c) negligently; or
- (d) in breach of this L3C Agreement.

38.3 Release and indemnity

- (a) Subject to clause 38.3(b), the L3C Contractor:
- (i) to the extent permitted by Law, releases [RailCorp Sydney Trains](#) from any Claims against, or loss incurred by, the L3C Contractor; and
- (ii) indemnifies [RailCorp Sydney Trains](#):
- A. against any Claim brought against [RailCorp Sydney Trains](#) or a [Rail Transport Agency](#) by any person; and

B. from any loss incurred or damage suffered by RailCorpSydney Trains or a Rail Transport Agency,

to the extent arising under, out of or in any way in connection with the activities the subject of the L3C Transaction Documents including:

- (iii) a breach by the L3C Contractor of a L3C Transaction Document;
- (iv) the destruction or loss of or damage to, any property (including the Cars);
- (v) the personal injury, illness or death of any person;
- (vi) claims by any person against RailCorpSydney Trains or a Rail Transport Agency in respect of nuisance, unreasonable noise and disturbance or any other like claim other than the unavoidable result of performance of the L3C Services in accordance with the L3C Transaction Documents;
- (vii) any act or omission of the L3C Contractor in connection with the subject matter of the L3C Transaction Documents except to the extent that the act or omission was authorised or permitted by a L3C Transaction Document and was done in accordance with the L3C Transaction Documents; or
- (viii) use or misuse by the L3C Contractor or the L3C Contractor's Associates of the Site, any of RailCorpSydney Trains's or any other Rail Transport Agency's property or any of the utilities,

other than a correctly rendered Claim for payment by the L3C Contractor in accordance with the L3C Transaction Documents.

(b) Without limiting or otherwise affecting any other provision of this L3C Agreement, the L3C Contractor's liability to RailCorpSydney Trains under clause 38.3(a) will be reduced proportionally to the extent that an act or omission of RailCorpSydney Trains, or RailCorpSydney Trains's Associates, contributed to the Claim, loss or damage.

(c) Subject to clause 7.6(b), the L3C Contractor:

- (i) to the extent permitted by Law, releases RailCorpSydney Trains from any Claims against, or loss incurred by, the L3C Contractor; and
- (ii) indemnifies RailCorpSydney Trains:
 - A. against any Claim brought against RailCorpSydney Trains or a Rail Transport Agency by any person; and
 - B. from any loss incurred or damage suffered by RailCorpSydney Trains or a Rail Transport Agency.

to the extent arising out of or in any way in connection with:

- (iii) the provision of, or the purported reliance upon, or use of, the RailCorp InformationSydney Trains Information provided, or made available to, to the L3C Contractor before the Execution Date by the L3C Contractor, an Associate of the L3C Contractor or any other person to whom the RailCorp InformationSydney Trains Information is disclosed to by the L3C Contractor, an Associate of the L3C Contractor or any person acting on the L3C Contractor's, or the Associate's, behalf; or

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- (iv) the ~~RailCorp Information~~Sydney Trains Information provided, or made available to, to the L3C Contractor before the Execution Date being relied upon or otherwise used by the L3C Contractor, an Associate of the L3C Contractor or any other person to whom the ~~RailCorp Information~~Sydney Trains Information is disclosed by the L3C Contractor, an Associate of the L3C Contractor or any person acting on the L3C Contractor's, or the Associate's, behalf in the preparation of any information or document, including, to the extent permitted by law, any ~~RailCorp Information~~Sydney Trains Information provided, or made available , to the L3C Contractor before the Execution Date which is "misleading or deceptive" or "false and misleading" (within the meaning of those terms in sections 18 and 29 (respectively) of Schedule 2 to the Competition and Consumer Act 2010 (Cth)).

38.4 Private Services release and indemnity

- (a) The L3C Contractor:
- (i) to the extent permitted by Law, releases ~~RailCorp~~Sydney Trains from any Claims against, or loss incurred by, the L3C Contractor; and
- (ii) indemnifies ~~RailCorp~~Sydney Trains:
- A. against any Claim brought against ~~RailCorp~~Sydney Trains or a Rail Transport Agency by any person; and
- B. from any loss incurred or damage suffered by ~~RailCorp~~Sydney Trains or a Rail Transport Agency.
- to the extent arising out of or in any way in connection with the performance of the Private Services including:
- (iii) any anticipated revenue from Private Services not being met;
- (iv) failure of any Plant;
- (v) ~~RailCorp~~Sydney Trains or any other Rail Transport Agency deciding not to repair one or more items of Plant, previously used to perform Private Services;
- (vi) the performance of the ~~RailCorp Works~~Sydney Trains Works;
- (vii) the destruction or loss of, or damage to:
- A. the Private Services, or the L3C Contractor's ability to perform the Private Services at the Site;
- B. equipment or property owned by a third party, being on the Site as part of the performance of Private Services,
- caused, directly or indirectly, by an event beyond the control of ~~RailCorp~~Sydney Trains.

38.5 Limitation of liability

- (a) Subject to clause 38.3(b), the L3C Contractor's:
- (i) liability to ~~RailCorp~~Sydney Trains arising out of, or in any way in connection with each occurrence of loss of or damage to, any property

(including the Cars) whether arising in contract, in tort (including negligence), in equity, by operation of Law or otherwise, is limited to the amount of [REDACTED] subject to any increases to that amount accordance with clause 38.5(e); and

(ii) aggregate liability to [RailCorp Sydney Trains](#) for all liability, other than the liability contemplated by clause 38.5(a)(i), arising out of, or in any way in connection with the L3C Transaction Documents whether arising in contract, in tort (including negligence), in equity, by operation of Law or otherwise, is limited to the amount of [REDACTED] subject to any increases to that amount accordance with clause 38.5(e).

(b) Clause 38.5(a) does not limit the L3C Contractor's liability arising out of or in any way in connection with:

- (i) the indemnities in clauses 27.2, 38.1, 38.2 and 38.3(a)(v) in which case the L3C Contractor's liability is unlimited;
- (ii) the L3C Contractor's Wilful Misconduct, fraud or criminal conduct in which case the L3C Contractor's liability is unlimited; or
- (iii) an event, or events, which the L3C Contractor has an obligation to insure against under Schedule 11 in which case the L3C Contractor's liability will be limited to the greater of:
 - A. the amount of insurance that the L3C Contractor is required to effect in relation to that event or those events; and
 - B. the amount contemplated by clause 38.5(a)(ii).

(c) [RailCorp Sydney Trains](#) is not liable to the L3C Contractor for Consequential Loss or Damage.

(d) The L3C Contractor is not liable to [RailCorp Sydney Trains](#) for Consequential Loss or Damage except to the extent that the L3C Contractor is entitled to be indemnified pursuant to a policy of insurance maintained in accordance with Schedule 11 for that Consequential Loss or Damage.

(e) ~~In any notice provided by RailCorp under clause 3.2, RailCorp~~ [The parties acknowledge and agree that from the Extension Date](#) ~~may require that~~ the amount of any limitation of liability under clause 38.5(a) is deemed to be increased to D in the formula:

$$D = A \times \frac{B}{C}$$

Where:

A = the limitation of liability immediately before [the Extension Date](#) ~~RailCorp provides a notice under clause 3.2;~~

B = the Current CPI; and

C = the Previous CPI;

~~and the amount of the limitation of liability stated under clause 38.5(a) will be deemed to be amended to the amount required under the notice from the date that RailCorp provides that notice to the L3C Contractor.~~

38.6 Proportionate Liability

- (a) It is agreed that, to the extent permitted by Law, the operation of Part 4 of the Civil Liability Act 2002 (NSW) is excluded in relation to all and any rights, obligations and liabilities arising under or in relation to this L3C Agreement howsoever such rights, obligations or liabilities are sought to be enforced.
- (b) Unless otherwise agreed by [RailCorp Sydney Trains](#) (acting reasonably), the L3C Contractor further agrees that:
 - (i) in each subcontract into which it enters for the carrying out of its obligations under this L3C Agreement, it will use reasonable endeavours to include provisions that, to the extent permitted by Law, effectively exclude the operation of Part 4 of the Civil Liability Act 2002 (NSW) in relation to all rights, obligations or liabilities arising under or in relation to each subcontract howsoever such rights, obligations or liabilities are sought to be enforced; and
 - (ii) it will use reasonable endeavours to require and ensure that each Subcontractor will include in any further contract that it enters into with others for the carrying out of its obligations under this L3C Agreement, provisions that, to the extent permitted by Law, each such further contract will include provisions that effectively exclude the operation of Part 4 of the Civil Liability Act 2002 (NSW) in relation to all rights, obligations or liabilities arising under or in relation to such further contract howsoever such rights, obligations or liabilities are sought to be enforced.

38.7 Obligations not affected

This clause 38 does not affect or lessen the L3C Contractor's other obligations under this L3C Agreement.

38.8 Operation of indemnities

The indemnities in this L3C Agreement:

- (a) are a continuing obligation;
- (b) constitute a separate and independent obligation of the L3C Contractor from its other obligations in this L3C Agreement and apply despite any indulgence granted by [RailCorp Sydney Trains](#) from time to time; and
- (c) survive termination of this L3C Agreement.

A party may recover a payment under an indemnity in this L3C Agreement before it makes any payment or incurs any expense in respect of which the indemnity is given.

39. Force Majeure Events

39.1 Notification

- (a) On the occurrence of a Force Majeure Event the L3C Contractor must within 15 Business Days give [RailCorp Sydney Trains](#) written notice of:
 - (i) the nature of the Force Majeure Event;

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- (ii) the date of the Force Majeure Event's occurrence;
 - (iii) the estimated duration of the Force Majeure Event; and
 - (iv) the extent to which the Force Majeure Event is covered by insurance.
- (b) Within 5 Business Days of giving the notice required under clause 39.1(a), the L3C Contractor must provide [RailCorp Sydney Trains](#) with a notice setting out full details (including supporting documentation) of:
- (i) the obligations under the L3C Transaction Documents which the L3C Contractor is reasonably prevented from complying with due to the Force Majeure Event;
 - (ii) the steps which the L3C Contractor has taken to mitigate, prevent or eliminate the effects of the relevant Force Majeure Event;
 - (iii) an estimate of the time during which the L3C Contractor will be unable to carry out the affected obligations due to the Force Majeure Event;
 - (iv) all insurance moneys to which the L3C Contractor believes it will be entitled in making good any damage caused by the Force Majeure Event;
 - (v) the additional work and additional resources which the L3C Contractor reasonably estimates may be necessary to overcome or ameliorate the Force Majeure Event; and
 - (vi) the likely impact of the Force Majeure Event on:
 - A. the L3C Inventory;
 - B. any [RailCorp](#) property of [Sydney Trains](#) or a [Rail Transport Agency](#) (including all Cars) used by the L3C Contractor in connection with the provision of the L3C Services including all Plant and any buildings, Rail Infrastructure Facilities or other improvements on the land that makes up the Site; and
 - C. all other property on the Site.
- (c) The L3C Contractor must
- (i) continue to give the information required by clause 39.1(b) every 20 Business Days after the notice under clause 39.1(b) was provided to [RailCorp Sydney Trains](#), or at any time at which there is a material development in relation to the Force Majeure Event, until after the Force Majeure Event has ceased; and
 - (ii) provide a final notice within 5 Business Days after the Force Majeure Event has ceased.
- (d) [RailCorp Sydney Trains](#) may request the L3C Contractor to provide further information in relation to any Force Majeure Event and the L3C Contractor must comply with any such request within the reasonable time specified in that request.

39.2 Obligations

- (a) The L3C Contractor must:

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- (i) take all reasonable steps to reduce, mitigate, prevent or eliminate the effects of any Force Majeure Event (including by putting in place temporary measures reasonably acceptable to [RailCorpSydney Trains](#)); and
 - (ii) implement the L3C Contractor's Business Continuity Plan, to the extent applicable, until the effect of the Force Majeure event ceases.
- (b) Nothing in this clause 39 will limit, or otherwise affect, any obligation on the L3C Contractor under the L3C Transaction Documents to the extent that the L3C Contractor is not relieved from complying with such obligations by a Force Majeure Event by [RailCorpSydney Trains](#) under clause 39.3(a) or as determined by the Governance Board pursuant to clause 39.3(b).
- (c) Nothing in this clause 39 will limit, or otherwise affect, [RailCorpSydney Trains's](#) Step-in Rights.

39.3 Relief

- (a) Subject to clause 39.4, if a Force Majeure Event has occurred:
- (i) [RailCorpSydney Trains](#) will provide the L3C Contractor with notice of the obligations under the L3C Transaction Documents which the L3C Contractor is not required to perform until the Force Majeure Event has ceased; and
 - (ii) the L3C Contractor will be granted relief from the obligations the subject of [RailCorpSydney Trains's](#) notice.
- (b) If the L3C Contractor wishes to dispute [RailCorpSydney Trains's](#) decision under this clause 39, the L3C Contractor must refer that dispute for dispute resolution under clause 42.

39.4 Delay in notification or failure to mitigate

- (a) If the L3C Contractor fails to provide a notice, or any further information, within the time required by clause 39.1, then the L3C Contractor will not be entitled to make, and [RailCorpSydney Trains](#) will not be liable upon, any Claim for a determination under clause 39.3 in respect of the applicable Force Majeure Event.
- (b) If the L3C Contractor fails to comply with its obligations under clause 39.2(a)(i), the L3C Contractor will only be entitled to relief from its obligations under the L3C Transaction Documents to the extent such relief would have been granted had it complied with its obligations under clause 39.2(a)(i).

39.5 Payments during Force Majeure Events

- (a) Subject to clause 39.5(b), the L3C Contractor shall only be entitled to Claim, and [RailCorpSydney Trains](#) shall only be obliged to pay, for those L3C Services which the L3C Contractor performs in accordance with the L3C Agreement for the duration of a Force Majeure Event.
- (b) The L3C Contractor shall be entitled to claim payment for the ~~m~~Management ~~f~~Fees set out in section 1 of Schedule 20 for the duration of a Force Majeure Event.

40. Notification of Claims

- (a) This clause 40 does not apply to Claims (including an invoice) the communication of which is contemplated by another provision of this L3C Agreement.
- (b) If the L3C Contractor wishes to make any Claim against [RailCorpSydney Trains](#) arising under, out of, or in connection with, the subject matter of this L3C Agreement, the L3C Contractor must give [RailCorpSydney Trains](#) notice of that Claim, setting out full particulars of the Claim, within 30 Business Days of the earlier of the first Business Day on which the L3C Contractor could reasonably be aware of:
 - (i) the thing upon which the Claim is based; and
 - (ii) its entitlement to make the Claim.
- (c) If the L3C Contractor fails to notify [RailCorpSydney Trains](#) of a Claim in accordance with clause 40(b):
 - (i) the L3C Contractor is not entitled to, must not make and [RailCorpSydney Trains](#) will not be liable for any Claim against [RailCorpSydney Trains](#); and
 - (ii) [RailCorpSydney Trains](#) will not be liable to the L3C Contractor for any loss incurred by the L3C Contractor or for any other amount, in connection with the thing upon which that Claim is based.

41. L3C Contractor's insurance

The L3C Contractor must comply with the insurance obligations in Schedule 11.

42. Governance Board

42.1 Structure

The parties must form the Governance Board in accordance with the requirements of Appendix 8 of the SPTR.

42.2 Meetings

- (a) Each party must use best endeavours to ensure that their members, or nominated alternative, on the Governance Board are present at each meeting of the Governance Board. A Governance Board member will be considered to be present at a meeting if they are connected to all other Governance Board members, or nominated alternatives, by any means of instant voice and/or video communication that enables full and clear communication between all Governance Board members or nominated alternatives.
- (b) [RailCorpSydney Trains](#) will appoint the chairman of the Governance Board.
- (c) At least 2 of the Governance Board members, or their nominated alternatives, of each party must be present to enable the Governance Board to make a decision. Where one party has only 2 members, or nominated alternatives, present at a Governance Board meeting, the other party will only have 2 votes on any decision the subject of that meeting.

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- (d) The chairman of the Governance Board will arrange for a secretary to record minutes of all resolutions of the Governance Board and all actions arising out of each Governance Board meeting. The secretary must forward a copy of the minutes to each Governance Board member promptly after each Governance Board meeting and each Governance Board member will seek to agree the minutes as soon as reasonably practicable. If not agreed beforehand, at the next meeting held by the Governance Board after the minutes have been forwarded, a copy of the minutes will be tabled, considered, amended (if necessary) and approved by the Governance Board.

42.3 Decisions

- (a) The parties must ensure that each of their members, or nominated alternatives, on the Governance Board:
- (i) has regard to the [RailCorp Sydney Trains L3C Purpose and Strategic Intent](#) and the L3C Transaction Documents;
 - (ii) acts reasonably, responsibly and in good faith, giving due regard to the views of the other members, or nominated alternatives, when making decisions;
 - (iii) engages in open, honest communication and timely sharing of information;
 - (iv) encourages and responds constructively to objective, candid performance assessments by other members, or nominated alternatives; and
 - (v) uses their best endeavours to resolve all differences between them and other members, or nominated alternatives, through negotiation in good faith.
- (b) The parties acknowledge and agree that, although it is intended that the Governance Board will make decisions affecting the work under this L3C Agreement collectively as contemplated by clause 42.3(a), the final decision on any matter before the Governance Board will be decided by a majority of votes by the Governance Board members, or nominated alternatives, and in the event of a deadlock the chair of the Governance Board will have a casting vote.
- (c) The parties do all things necessary to give effect to a decision of the Governance Board:
- (i) within the time specified in that decision; or
 - (ii) if no time is specified in that decision, as soon as reasonably practicable upon the Governance Board making the decision.

43. Dispute Resolution

43.1 Scope

This clause 43 sets out the dispute resolution procedures which are to apply to disputes arising out of or in connection with the L3C Transaction Documents. A party may not commence court proceedings relating to a dispute before it has complied with clauses 43.2, 43.3, 43.4, 43.5 and 43.6 except:

- (a) where a party seeks urgent injunctive, interlocutory or declaratory relief; or

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- (b) where the dispute relates to compliance with this clause 43, including compliance with, or the enforcement of, a determination made by the Independent Expert under clause 43.6.

43.2 Notification of disputes

- (a) A party claiming that a dispute has arisen must give a written notice (**Dispute Notice**) to the other party which:
- (i) states that it is a notice under this clause 43.2; and
 - (ii) includes or is accompanied by reasonable particulars of the matters the subject of the dispute.
- (b) A Dispute Notice must be given to:
- (i) in the first instance,
 - A. if the dispute does not involve a determination by the Governance Board, the ~~RailCorp Representative~~Sydney Trains Representative and the L3C Contractor Representative for resolution; or
 - B. if the dispute does involve a determination by the Governance Board, each party must brief each of its representatives on the Governance Board on all relevant aspects of the dispute before the next Governance Board meeting. The Governance Board must then endeavour to unanimously resolve the dispute at its next meeting;
 - (ii) if the dispute is not resolved between the persons referred to in clause 43.2(b)(i)A within 20 Business Days of service of a Dispute Notice, the dispute must be referred to the Contract Management Committee for unanimous resolution;
 - (iii) if the dispute is not resolved between the persons in clause 43.2(b)(ii) unanimously within 40 Business Days of service of a Dispute Notice, each party must brief each of its representatives on the Governance Board on all relevant aspects of the dispute before the next Governance Board meeting. The Governance Board must then endeavour to resolve the dispute at its next meeting; and
 - (iv) if the dispute is not resolved by the Governance Board under clause 43.2(b)(iii) within 60 Business Days of service of a Dispute Notice, each party must again brief each of its representatives on the Governance Board on all relevant aspects of the dispute before the next Governance Board meeting. The Governance Board must then endeavour to resolve the dispute unanimously at its next meeting.
- (c) If the dispute has been referred to the Governance Board under clause 43.2(b)(i)B or clause 43.2(b)(iv) and:
- (i) the dispute is not resolved unanimously by the Governance Board at its next meeting; or
 - (ii) a party provides the other party with a notice stating that the first party is not satisfied with the determination by the Governance Board of a dispute referred to it under this clause 43 within 10 Business Days of the date on which the Governance Board held its meeting,

then either party may (but is not obliged to) refer the dispute to mediation (**Mediation Notice**) within a further period of 10 Business Days in accordance with clause 43.3.

- (d) If neither party refers the dispute to mediation in accordance with clause 43.2(c), then either party may refer the dispute to an Independent Expert in accordance with clause 43.4 within a further period of 10 Business Days.
- (e) If the dispute is not resolved through mediation under clause 43.3, then either party may within 20 Business Days of the finalisation of the mediation in accordance with clause 43.3(e):
 - (i) give a notice to the other party requiring a dispute to be resolved by an Independent Expert; or
 - (ii) commence court proceedings for the resolution of the dispute.

43.3 Mediation

- (a) The parties must, within 20 Business Days of being issued a Mediation Notice, arrange for the appointment of a mediator, to be mutually agreed between the parties, and to hold a preliminary conference in that mediation.
- (b) if the identity of the mediator is not agreed between the parties within 20 Business Days of service of the Mediation Notice, the mediator must be nominated by the Chair for the time being of the ~~NSW Chapter of the Institute of Arbitrators & Mediators Australia (IAMA)~~ [Resolution Institute](#). or such person authorised by that person to make the appointment, on the application of either party.
- (c) The parties agree that:
 - (i) the mediator must conduct the mediation in accordance with the then current edition of the [Resolution Institute of Arbitrators & Mediators Australia](#) Mediation Rules (**Rules**);
 - (ii) they must abide by the Rules;
 - (iii) they may be represented by legal counsel at the mediation;
 - (iv) a representative of each party with authority to settle the dispute must attend at the mediation; and
 - (v) they must use their best endeavours to achieve the resolution of the dispute or difference at the mediation.
- (d) Each party must:
 - (i) bear its own costs in respect of the mediation; and
 - (ii) share equally the costs of the mediator.
- (e) The mediation process will be deemed to be finalised on the later of:
 - (i) 10 Business Days (or such other period as the parties may agree in writing) after the conclusion or termination of the mediation; and
 - (ii) 50 Business Days (or such other period as the parties may agree in writing) after service of a Mediation Notice.

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- (f) The parties agree that:
- (i) this clause 43.3 does not constitute an arbitration agreement within the meaning of the Commercial Arbitration Act 2010 (NSW); and
 - (ii) mediation in accordance with this clause 43.3 is a condition precedent to the commencement of any court proceedings under clause 43.2(e)(ii).

43.4 Appointment of Independent Expert

- (a) [RailCorp Sydney Trains](#) must within 20 Business Days of either issuing or receiving a notice under clause 43.2(d) or clause 43.2(e)(i) requiring a dispute to be referred to an Independent Expert, provide to the L3C Contractor the names of no less than 2 and no more than 4 appropriately qualified independent persons to fulfil the role of Independent Expert. [RailCorp Sydney Trains](#) will provide these names in order of [RailCorp Sydney Trains's](#) preference.
- (b) The L3C Contractor must, within 10 Business Days of receipt of the names from [RailCorp Sydney Trains](#):
 - (i) advise [RailCorp Sydney Trains](#) of any professional or personal relationship it has had with any of the persons nominated;
 - (ii) advise of any objections it has to the appointment of any of the persons nominated by [RailCorp Sydney Trains](#) and provide full written details of the basis for such objection; and
 - (iii) select a person to act as the Independent Expert using [RailCorp Sydney Trains's](#) order of precedence, excluding any persons nominated under clause 43.4(b)(ii).
- (c) [RailCorp Sydney Trains](#) will ratify the selection of the L3C Contractor within 10 Business Days unless it determines, acting reasonably, that any professional or personal relationship notified in accordance with clause 43.4(b)(i) will prevent the person nominated from acting independently. In those circumstances, [RailCorp Sydney Trains](#) will select the next person nominated to which:
 - (i) the L3C Contractor has not objected under clause 43.4(b)(ii); and
 - (ii) [RailCorp Sydney Trains](#) has no objection due to the professional or personal relationship notified in accordance with clause 43.4(b)(i).
- (d) If the L3C Contractor does not make a selection in accordance with clause 43.4(b), [RailCorp Sydney Trains](#) may select the Independent Expert from the persons nominated by it under clause 43.4(a).
- (e) If no suitable independent person remains on the list as a result of [RailCorp Sydney Trains](#) determining, acting reasonably, that the professional or personal relationship notified in accordance with clause 43.4(b)(i) will prevent those persons nominated from acting independently, the Independent Expert is to be appointed by:
 - (i) the chair of the ~~NSW Chapter of IAMA~~ [Resolution Institute](#); or
 - (ii) in circumstances where the ~~RailCorp Representative~~ [Sydney Trains Representative](#) considers that the dispute would be best resolved by an expert who is not a member of ~~IAMA~~ [the Resolution Institute](#), the chair of any other professional body reasonably determined by the ~~RailCorp Representative~~ [Sydney Trains Representative](#) to have relevant professional skills to resolve the dispute.

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- (f) Within 20 Business Days of selection, ratification or notification under 43.4(e) of the Independent Expert (as appropriate) the parties must appoint jointly the Independent Expert on appropriate terms, including that the expert must comply with clause 43.5.
 - (g) If the person nominated as Independent Expert is no longer able to fulfil the role of Independent Expert, clauses 43.4(a) to 43.4(f) will apply to the replacement Independent Expert, except that [RailCorp Sydney Trains](#) must provide the list of names to the L3C Contractor as soon as practicable.

43.5 Procedure for expert determination

- (a) Each party must, within 20 Business Days after the appointment of the Independent Expert, give the Independent Expert and the other party a copy of:
 - (i) the Dispute Notice;
 - (ii) a statement of the facts upon which the party relies in relation to the dispute; and
 - (iii) a statement of the party's contentions in relation to each matter in dispute.
- (b) The Independent Expert must, in resolving the dispute:
 - (i) act as an expert and not as an arbitrator;
 - (ii) have no interest or duty which conflicts with its role as an Independent Expert;
 - (iii) proceed in any manner he or she thinks appropriate without being bound by the rules of evidence;
 - (iv) receive evidence and submissions from the parties in such form and at such times as the Independent Expert determines, and make copies of them available to the other party;
 - (v) take into account any statements, evidence, submissions or other material received from any party, and such other material from such other sources as the Independent Expert considers desirable for the purpose of resolving the dispute;
 - (vi) require any party to produce to the Independent Expert such documents in the party's possession or control as the Independent Expert considers desirable for the purpose of resolving the dispute; and
 - (vii) take such steps as the Independent Expert considers are necessary to protect the confidentiality of any documents or other material received by the Independent Expert.
- (c) The Independent Expert may, in resolving the dispute:
 - (i) permit the parties to meet with or appear before the Independent Expert personally or be represented by any person at any meeting or hearing conducted by the Independent Expert; and
 - (ii) determine the times and places at which any such meeting or hearing will be held.

43.6 Expert determination

- (a) The Independent Expert must resolve the dispute within 40 Business Days after his or her appointment (or such other date as the parties agree) by issuing a written determination.
- (b) The Independent Expert's written determination:
- (i) must set out the reasons for the determination in such form as the Independent Expert considers reasonably appropriate, having regard to the amount and complexity of the dispute; and
 - (ii) may include, as part of the Independent Expert's resolution of the dispute, Directions requiring:
 - A. a party to pay a sum of money to the other party;
 - B. a party to pay interest on any such sum;
 - C. a party to pay the other party's costs of complying with the dispute resolution procedure in this clause 43; and
 - D. a party to do any other act or thing, or to refrain from doing any act or thing, as the Independent Expert considers desirable to resolve the dispute.
- (c) If the Independent Expert's determination does not include a Direction requiring the payment of costs each party must bear their own costs in connection with the expert determination proceedings and must pay an equal portion of the costs of the Independent Expert.
- (d) Subject to any order of a court to the contrary, a party must comply with the Independent Expert's determination, including any Directions contained in it.
- (e) The Independent Expert's determination is final and binding upon the parties and is not subject to review or appeal unless:
- (i) subject to clause 43.6(f), the amount in dispute exceeds [REDACTED] and
 - (ii) either party commences court proceedings with respect to the dispute within 20 Business Days of the Independent Expert's determination.
- (f) [RailCorp Sydney Trains](#) may by notice to the L3C Contractor require that the amount under 43.6(e) is increased to D in the formula:

$$D = A \times \frac{B}{C}$$

Where:

A = the level the amount under 43.6(e) immediately before [RailCorp Sydney Trains](#) requires the amount to be adjusted;

B = the Current CPI; and

C = the Previous CPI,

and that amount will be deemed to be adjusted from the date of that notice.

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- (g) Upon submission by either party, the Independent Expert may amend the determination to correct:
- (i) a clerical mistake;
 - (ii) an error from an accidental slip or omission;
 - (iii) a material miscalculation of figures or a material mistake in the description of any person, thing or manner; or
 - (iv) a defect in form.

43.7 Consolidation of disputes

The L3C Contractor must co-operate with [RailCorp Sydney Trains](#) regarding the consolidation of proceedings involving other parties relating to similar matters or issues including any dispute involving [RailCorp Sydney Trains](#) under a L3C Transaction Document.

43.8 Continuance of performance

Notwithstanding the existence of a dispute or difference, both parties will continue to perform their respective obligations under this L3C Agreement.

44. Notices

44.1 How to give a notice

(a) A notice, consent or other communication under this L3C Agreement is only effective if it is:

~~(b)(i)~~ (b)(i) in writing, signed by or on behalf of the party giving it by any director, secretary, attorney or authorised agent, of that party;

~~(c)(ii)~~ (c)(ii) addressed to the party to whom it is to be given; and

~~(d)(iii)~~ (d)(iii) either:

A. subject always to clause 44.1(b), delivered or ~~posted~~ sent by registered mail (by registered airmail, if the addressee is overseas) prepaid express post to that party's address as set out in this L3C Agreement or such other address as may be notified in writing by a party to the other party; or

~~(i)~~ (i) ~~sent by facsimile to that party's facsimile number; or~~

B. (b) if the notice does not relate to a dispute, or a Claim in connection with this L3C Agreement, sent by email to that party's email address as set out in this L3C Agreement, as a scanned attachment in Adobe PDF format or such other email address as may be notified in writing by a party to the other party; or

C. (c) sent by means of the electronic platform notified to the L3C Contractor under clause 44.4(a).

(b) Any notice, consent or other communication under this L3C Agreement delivered or sent by ~~registered mail~~ prepaid express post will only be effective if it is also sent by email as per clause 44.1(a)(iii)B.

- (c) The parties acknowledge and agree that for the purposes of clause 44.1(a)(i):
- (i) each party will prepare and provide the other party with a matrix of authorised agents for the purpose of providing notices, consent or other communication under the L3C Agreement;
 - (ii) the other party may rely on the accuracy of such matrix for determining the appropriate person to whom notices must be given; and
 - (b)(iii) each party may provide the other party with an updated matrix from time to time.

44.2 When a notice is given

(a) A notice, consent or other communication that complies with this clause is regarded as given and received by the addressee:

~~(a) if it is sent by mail:~~

~~(+)(i) in the case of prepaid express post sent to an address within Australia – on the second³ Business Days after the date of posting; or~~

~~(iii) to or from a place outside Australia – 7 Business Days after posting;~~

~~(b) if it is sent by facsimile, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent; and~~

(ii) in the case of delivery by hand on the delivery at the address of the addressee as provided in clause 44.3;

~~(iii) if it is delivered or sent by~~ in the case of email at the local time (in the place of receipt of that email) that would be determined if section 13A of the Electronic Transactions Act 2000 (NSW) were to apply in respect of the email; and

~~(c) :~~

~~(iv) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or~~

~~(iv) in the case of delivery by an electronic platform when the sender receives the sent confirmation report generated by the electronic platform, after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day.~~

provided that if the communication would be taken to be received on a day which is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.

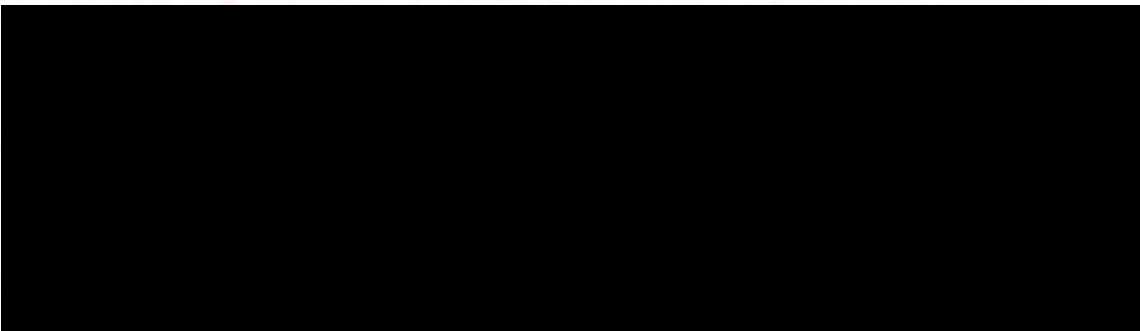
(b) The L3C Contractor must ensure that any documents it provides, including by electronic means, are in the file structure and format for such documents as may be reasonably specified by Sydney Trains from time to time. Sydney Trains requires such documents which are submitted by email to be submitted as an attachment to an email, where the attachment is in .pdf, or where appropriate Excel, Primavera (.xer or .xml) or Microsoft Project (.mpp) format.

~~(+)(c)~~ Sydney Trains may during the Term direct the L3C Contractor to utilise an electronic platform nominated by Sydney Trains, including TeamBinder.

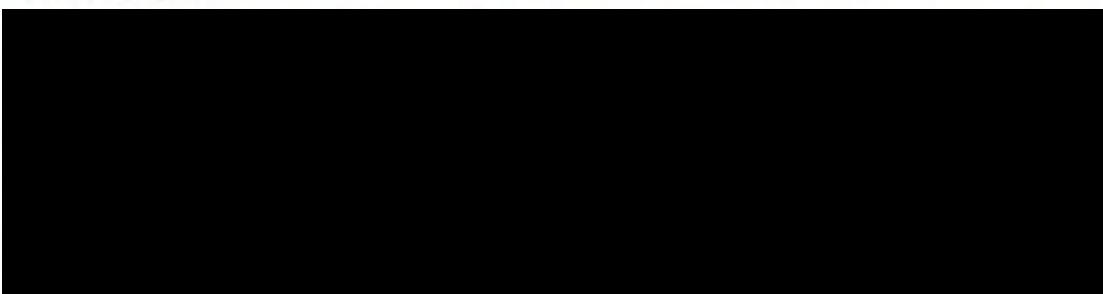
44.3 Address for notices

Each party's address and email contact details are as set out below, as the party notifies the other party or, in the case of the L3C Contractor, its registered office.

RailCorp Sydney Trains



L3C Contractor



44.4 Electronic Platform

- (a) At any time and from time to time the Sydney Trains Representative may notify the L3C Contractor that a PDCS will be used for giving notices under or in connection with this L3C Agreement. The Sydney Trains Representative's notice will set out:
- (i) the name of the relevant PDCS;
 - (ii) the commencement date for use of the PDCS;
 - (iii) any password, login details or similar information required for the L3C Contractor to use the PDCS; and
 - (iv) any other information reasonably necessary for the use and service of notices via the PDCS.
- (b) Subject to all the requirements of clause 44.4(a), on and from the commencement date for use of the PDCS referred to in clause 44.4(a) all notices must:
- (i) without limiting clause 44.4(b)(ii), be sent through the PDCS in accordance with the requirements set out in clause 44.4(d)44.4(e);
 - (ii) in the case of notices which have been issued in accordance with clause 44.4(b)(i) under clauses 34 (Termination), 36 (Step-In), 39 (Force Majeure), 40 (Notification of Claims) or 43 (Dispute Resolution), in addition to the notice sent pursuant to clause 44.4(b)(ii), a copy of the Notice sent through the PDCS must be printed and delivered or posted to the relevant address as set out in clause 44.3; and

- (iii) in circumstances where the PDCS is temporarily disabled or not operating for a period in excess of 2 hours or is otherwise inaccessible, be issued in accordance with clause 44.1(a)(iii)A or 44.1(a)(iii)B;
- (c) A notice issued pursuant to clause 44.4(b)(ii) must be a printed copy of the notice sent through the PDCS and issued pursuant to clause 44.4(b)(i), and in the event that a notice under 44.4(b)(ii) is not a printed copy, neither notice will constitute a valid notice.
- (d) With respect to notices sent through the PDCS:
- (i) all notices must be submitted by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party; and
- (ii) an attachment to a notice will only form part of a notice if it is uploaded to the PDCS in:
- A. pdf format;
- B. a format compatible with Microsoft Office; or
- C. such other format as may be agreed between the parties in writing from time to time.
- (e) The L3C Contractor warrants that it will:
- (i) take reasonable steps to ensure that it has internet access which is sufficient to facilitate use of the full functionality of the PDCS;
- (ii) comply with any user guide and protocol with respect to the PDCS provided by Sydney Trains to the L3C Contractor from time to time;
- (iii) ensure all relevant personnel attend all necessary training required by the Sydney Trains Representative;
- (iv) advise the Sydney Trains Representative of which personnel require access to the PDCS;
- (v) at all times, ensure that it has access to personnel trained in the use of the PDCS so as to be able to view, receive and submit communications (including notices) using the PDCS; and
- (vi) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, or is otherwise inaccessible send all communications which have been issued pursuant to clause 44.4(b)(iii) to the Sydney Trains Representative through the PDCS.

45. General

45.1 Amendment

Except as expressly provided in this L3C Agreement, this L3C Agreement can only be amended, supplemented, replaced or novated by another deed signed by the parties.

45.2 Governing law

- (a) The law in force in New South Wales governs this L3C Agreement.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this L3C Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

45.3 Survival of terms

The parties agree that the following terms (and any other terms of this L3C Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this L3C Agreement:

- (a) clauses 1.2, 1.4, 2.7, 6, 7, 10, 11, 16.1(c), 18, ~~25.525-6. 25.625-7.~~ 27, 28, 29, 30, 34.7, 34.8, 35, 36, 38, 40, 43 and 45.3; and
- (b) any other terms of this L3C Agreement expressed to survive the termination or expiry of this L3C Agreement.

45.4 Liability for expenses

Subject to the terms of this L3C Agreement each party must pay its own expenses incurred in negotiating, executing and registering this L3C Agreement.

45.5 Attorneys

Each person who executes this L3C Agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

45.6 Giving effect to this L3C Agreement

Each party must do anything (including execute any document), and must ensure that its Associates do anything (including execute any document), that the other party may reasonably require to give full effect to this L3C Agreement.

45.7 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

45.8 Consents and Approvals

A consent or approval required under this L3C Agreement from [RailCorp Sydney Trains](#) may be given or withheld, or may be given subject to any conditions, as [RailCorp Sydney Trains](#) (in its absolute discretion) thinks fit, unless this L3C Agreement expressly provides otherwise.

45.9 Operation of this L3C Agreement

- (a) Except as otherwise expressly specified in this L3C Agreement, this L3C Agreement together with the other L3C Transaction Documents contains the entire agreement between the parties about its subject matter, and any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this L3C Agreement, and the other L3C Transaction Documents, and has no further effect.
- (b) Any right that a person may have under this L3C Agreement is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this L3C Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this L3C Agreement enforceable, unless this would materially change the intended effect of this L3C Agreement.

EXECUTION

Executed as a deed

EXECUTED for and on behalf of **RAIL CORPORATION NEW SOUTH WALES** Sydney Trains by its authorised officer in the presence of

Signature of Witness

Signature of Authorised Officer

Name of Witness (print)

Name of Authorised Officer (print)

SIGNED by **UGL Unipart Rail Services Pty Ltd** by:

Signature of director/company secretary

Signature of director

Print name

Print name

Deed of Extension and Variation - L3C Agreement

Part 2 of 2

Sydney Trains ABN 38 284 779
Sydney Trains

UGL Unipart Rail Services Pty Ltd ACN 154 895 940
L3C Contractor

Rail Corporation New South Wales
ABN 59 325 778 353

Clayton Utz
Level 15 1 Bligh Street
Sydney NSW 2000
GPO Box 9806
Sydney NSW 2001
Tel +61 2 9353 4000
Fax +61 2 8220 6700
www.claytonutz.com

Our reference 13647/18448/80192797

Schedule 1 - Lease

Form: 07L
 Release: 2.8
 www.lpma.nsw.gov.au

LEASE
 New South Wales
 Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY Office of State Revenue use only

(A) TORRENS TITLE Property leased
 Lots 2 and 3 in DP 1115209 being part of Folio Identifier 1/833989 and part of Folio Identifier 4/1007656

(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	236S	LLPN: 123154H HENRY DAVIS YORK DX 173 SYDNEY Ph:+61 2 9947 6000	
	Reference:	11543323 1/JLD/3124223-005	L

(C) LESSOR
 Rail Corporation New South Wales
 ABN 59 325 778 353

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable):

(E) LESSEE
 UGL Unipart Rail Services Pty Ltd
 ACN 154 895 940

(F) TENANCY:

- (G)**
- TERM** 7 years
 - COMMENCING DATE** 1 July 2012
 - TERMINATING DATE** 30 June 2019
 - With an **OPTION TO RENEW** for a period of N.A. set out in clause N.A. of
 - With an **OPTION TO PURCHASE** set out in clause N.A. of
 - Together with and reserving the **RIGHTS** set out in clause 3 of Annexure A
 - Incorporates the provisions or additional material set out in **ANNEXURE(S) A** hereto.
 - Incorporates the provisions set out in N.A. with the Land and Property Management Authority as No.
 - The **RENT** is set out in item No. 5 of Reference Schedule

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
 1008

LAND AND PROPERTY MANAGEMENT AUTHORITY

DATE 23 November 2011

(H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer: See Annexure A

Name of witness:
Address of witness:

Authorised officer's name:
Authority of officer: Rail Corporation
Signing on behalf of: New South Wales

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation:
Authority:

Signature of authorised person:

Signature of authorised person: See Annexure A

Name of authorised person:
Office held:

Name of authorised person:
Office held:

(I) STATUTORY DECLARATION *

I solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

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

Made and subscribed at _____ in the State of New South Wales
on _____ in the presence of—

Signature of witness: _____ Signature of lessor: _____

Full name of witness:
Address of witness:

- Qualification of witness: *[tick one]*
- Justice of the Peace
 - Practising Solicitor
 - Other qualified witness *[specify]*

* As the Land and Property Management Authority may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

[Handwritten signatures]

Form: 071,
Release: 4-5

LEASE

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY	Revenue NSW use only
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(A) TORRENS TITLE	Property leased 3802/1160594
-------------------	---------------------------------

(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
		Reference: _____	L

(C) LESSOR	Rail Corporation New South Wales ABN 59 325 778 353
------------	--------------------------------------------------------

The lessor leases to the lessee the property referred to above.

(D) ENCUMBRANCES (if applicable):	
-----------------------------------	--

(E) LESSEE	UGL Unipart Rail Services Pty Ltd ACN 154 895 940
------------	------------------------------------------------------

(F) TENANCY:	CLICK & PICK
--------------	--------------

- (G) 1. TERM 12 years
 2. COMMENCING DATE 1 July 2012
 3. TERMINATING DATE 30 June 2024
 4. With an OPTION TO RENEW for a period of N.A.
 set out in clause N.A. of N.A.
 5. With an OPTION TO PURCHASE set out in clause N.A. of N.A.
 6. Together with and reserving the RIGHTS set out in clause 3 of Annexure A
 7. Incorporates the provisions or additional material set out in ANNEXURE(S) A hereto.
 8. Incorporates the provisions set out in N.A.
 No.
 9. The RENT is set out in item No. 5 of Reference Schedule

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

DATE

(H) I certify that I am an eligible witness and that an authorised officer of the lessor signed this dealing in my presence. [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:
Address of witness:

Authorised officer's name:
Authority of officer:
Signing on behalf of:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company:
Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:
Office held:

Name of authorised person:
Office held:

(I) STATUTORY DECLARATION*

I solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

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

Made and subscribed at _____ in the State of New South Wales on _____
in the presence of _____ of _____

Justice of the Peace (J.P. Number: _____) Practising Solicitor
 Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ (omit if No. 1)

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.
ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 2 of 1708


This is the Annexure A referred to in the Lease between Rail Corporation New South Wales ABN 59 325 778 353 (Landlord) and UGL Unipart Rail Services Pty Ltd ACN 154 895 940 (Tenant) and dated 2011

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Reference Schedule

Item	Subject	Clause	Details
1	Land	1.1	means the land known as the Auburn service centre located at 1 Manchester Road, Auburn NSW, being Part of Folio Identifier 3802/11685941/833989 and part of Folio Identifier 4/1007656 being Lots 2 and 3 in Deposited Plan 1115209.
2.	Landlord		Rail Corporation New South Wales ABN 59 325 778 353 being a New South Wales Government agency constituted by the Transport Administration Act 1988 (NSW).
3.	Tenant		UGL Unipart Rail Services Pty Ltd
4.	Term	4	7 years
5.	Rent		
6.	Permitted Use	1.1	<p>(a) The provision of L3C Services in accordance with the L3C Agreement.</p> <p>(b) The provision of Private Services in accordance with the L3C Agreement.</p>

1. Definitions and interpretation

1.1 Definitions

The following are defined terms in this Lease:

Access Licence means the deed of access granting a licence for access to specified parts of the Premises granted by the Tenant to ~~the Landlord~~ Sydney Trains and dated on or about the date of this deed.

Accreditation means accreditation (including provisional accreditation) as referred to in ~~under~~ Division 4 of Part 3 of Division 4 of the Rail Safety National Law Act ~~(of an exemption from same).~~

Approval means any requirement, notice, order, direction, licence, permit, consent, approval, determination certificate or exemption from or by any Authority (including the Landlord acting as an Authority).

Associate means, in relation to a person, any Related Body Corporate of that person and any officer, employee, agent, contractor, consultant, nominee, licensee, invitee or advisor of that person or that Related Body Corporate and:

- (a) in the case of the Tenant, includes the Subcontractors, and their respective Associates (but does not include the Landlord or any of its Associates); and
- (b) in the case of the Landlord does not include the Tenant or its Associates).

Authority means any government or government department, local government, council, government or statutory authority, administrative or judicial body or tribunal, agency, minister, statutory corporation or instrumentality or any person (whether autonomous or not) who is charged with the administration of a Law which has a right to give any consent or impose any requirements in respect of the Land or any matter or thing in relation to the Land or the Tenant's use or occupation of the Land.

Baseline Environmental Report means a baseline environmental contamination report:

- (a) procured for the purpose of determining the nature and extent of Contamination or Pollution existing on, in or under the Premises at the Commencing Date;
- (b) prepared in accordance with the Environmental Guidelines;
- (c) prepared by a consultant from the RailCorp Panel (Ref No. P08004);
- (d) which contains the following information:
 - (i) the condition of the Premises, including thorough documentation of ground surfaces and groundwater;
 - (ii) identifies and documents past and present sources of potential Contamination;
 - (iii) defines the nature and extent of Contamination across the Premises to establish a Contamination baseline;
 - (iv) assesses the suitability of the Premises for industrial land use, and, if unsuitable, provides recommendations for any management actions to make suitable; and

-
- (v) establishes a network of groundwater monitoring wells for the routine monitoring program, targeting up-gradient, operational and down gradient issues;
 - (e) which includes, as part of the report, a 'Sampling, Analysis and Quality Plan' prepared in accordance with NSW EPA (1997) Contaminated Sites: Guidelines for Consultants Reporting on Contaminated Sites, and provided to the Landlord for endorsement prior to the commencement of field investigations; and
 - (f) complies with any other Landlord requirements or directions.

Business Continuity Plan means the plan required under Schedule 24 to the L3C Agreement.

Business Day means a day other than:

- (a) a Saturday, Sunday or a public holiday as gazetted in NSW; or
- (b) a day falling within the period:
 - (i) commencing on the Monday before 24 December in any given year; and
 - (ii) ending on the Friday following 1 January in the following year. Cars has the meaning given to that term in the L3C Agreement.

Change in Law has the meaning given to that term in the L3C Agreement.

Change in Standard has the meaning given to that term in the L3C Agreement.

Change of Control has the meaning given to that term in the L3C Agreement.

Claim includes any claim for payment of money (including damages):

- (a) under, arising out of, or in any way in connection with this Lease;
- (b) arising out of or in connection with the Tenant's use or occupation of the Land; or
- (c) otherwise at Law or in equity including:
 - (i) statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution.

Commencing Date means the first day of this Lease set out on the front page of this Lease.

~~Construction Work has the meaning given to that term under the OH&S Regulation.~~

Contaminated or Contamination has the same meaning given to it in the Contaminated Land Management Act 1997 (NSW).

Cooperation and Interface Agreement means any cooperation and interface agreement executed by the Landlord, the Tenant and a third party pursuant to the L3C Agreement.

Corporations Act means the Corporations Act 2001 (Cth).

Dangerous Good has the same meaning as in the Road and Rail Transport (Dangerous Goods) Act 1997 (NSW).

Deed of Extension and Variation means the document entitled Deed of Extension and Variation - L3C Agreement between Sydney Trains and the L3C Contractor dated on or about 1 July 2019.

Electricity Supply Schedule means the document attached to this Lease titled 'Electricity Supply Schedule' referable to the electricity connection and sale terms set out in Appendix 1 and Appendix 2 of that document.

Emergency means an occurrence of events or circumstances which present a significant risk of harm to:

- (a) the public or any person;
- (b) the L3C Services;
- (c) the Premises; or
- (d) the Environment.

Environment means all components of the earth, including land, air and water and any ecosystems and all elements of the biosphere and any living organism.

Environmental Aspect means in respect of any land (including the Premises):

- (a) each interaction of any activity on the Land with the Environment;
- (b) each of the following:
 - (i) heritage items on the Premises or heritage values or significance of the land or anything on it;
 - (ii) Contamination or Pollution of or from the land or from activities on the land;
 - (iii) any living organism on or in the vicinity of the land including threatened species, populations or ecological communities or their habitats on or in the vicinity of land.

Environmental Guidelines means:

- (a) Contaminated Sites: Sampling Design Guidelines, NSW EPA (1995);
- (b) Contaminated Sites: Guidelines for Consultants reporting on Contaminated Sites, NSW EPA (1997);
- (c) National Environmental Protection (Assessment of Site Contamination) Measure, NEPC (1999);
- (d) Contaminated Sites: Guidelines for the Assessment and Management of Groundwater Contamination, DEC NSW (2007); and
- (e) Guidelines of the Duty to Report Contamination under the Contamination Land Management Act 1997, DECCW NSW (2009).

Environmental Hazard means any risk of harm, damage, injury, illness or destruction of, or to, the Environment.

Environmental Law means any legislation which regulates, or has as its objective the protection or enhancement of, any Environmental Aspect.

Environmental Monitoring Report means a report prepared by a consultant from the RailCorp Panel which contains:

- (a) a statement reporting on the results of a detailed visual inspection of the condition of the Premises in comparison with the conditions identified in the Baseline Environmental Report. In particular, the report must assess the ground surfaces for signs of leaks/spills of fuels, oils and/or chemicals;
- (b) a groundwater assessment, involving the sampling and analysis of ground water taken from the network of groundwater monitoring wells established as part of the Baseline Environmental Report. Groundwater conditions are to be assessed in comparison with the conditions identified by the Baseline Environmental Report;
- (c) where changes in conditions are identified, an assessment of any associated risks of harm, likely sources and management actions.

Environmental Notice means any direction, order, demand, licence or other requirement from an Authority to take any action or refrain from taking any action in respect of the Premises or its use in connection with any Environmental Law (whether issued to the Tenant or to the Landlord).

Excluded Area means that part of the Land or Facility in which:

- (a) any substation forming part of the High Voltage Services is located; and
- (b) any fenced and gated area signposted as "High Voltage Area" or similar.

Facility means any buildings and all other improvements on the Land (other than Tenant's Property) including any Rail Infrastructure Facilities on the Land.

Final Contamination Assessment Report means an environmental contamination report:

- (a) procured for the purpose of determining the nature and extent of Contamination or Pollution existing on, in, or under, the Premises as at the date of the report;
- (b) prepared in accordance with the Environmental Guidelines;
- (c) prepared by a consultant from the RailCorp Panel (Ref No. PO 8004);
- (d) which assesses the Contamination or Pollution status of the Premises in comparison to the Contamination or Pollution status of the Premises as identified in the Baseline Environmental Report;
- (e) which contains the following information:
 - (i) the condition of the Premises, including thorough documentation of the condition of all ground surfaces and groundwater;
 - (ii) an identification and description of past and present sources of potential Contamination; and
 - (iii) an assessment of the suitability of the Premises for industrial land use, and, if the Premises are so unsuitable, provides recommendations for any management actions or Remediation necessary to make the Premises suitable for industrial land use;

(f) which includes, as part of the report, a 'Sampling, Analysis and Quality Plan' prepared in accordance with "Contaminated Sites: Guidelines for Consultants Reporting on Contaminated Sites NSW EPA (1997)", and provided to the Landlord for endorsement prior to the commencement of field investigations; and

(g) which complies with any other Landlord requirements or directions.

GST has the meaning given under GST Law.

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

Hazardous Materials means any material which when exposed, stored or handled may cause an Environmental Hazard

High Voltage Services means the high voltage transmission lines, substation and associated equipment located in, on or under the Land or Facility and owned by the Landlord.

Item means an item in the Reference Schedule.

Keys mean keys, access cards or other devices controlling access to the Facility.

L3C Agreement means the deed entered into between the Landlord and the Tenant on or about the date of this Lease for the provision of the L3C Services, [as extended and varied by the Deed of Extension and Variation](#).

L3C Inventory has the meaning given to that term under the L3C Agreement. L3C Services has the meaning given to that term under the L3C Agreement.

L3C Transaction Documents means the L3C Agreement, this Lease, the Access Licence, any Cooperation and Interface Agreement and any Transition Out Deed.

Land means the land described in Item 1 and includes the Facility unless a contrary intention appears.

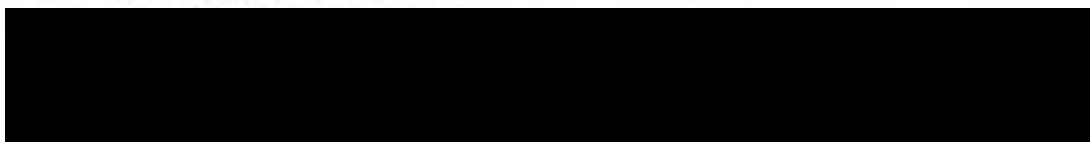
Landlord means Rail Corporation New South Wales ABN 59 325 778 353 a New South Wales Government agency constituted by the Transport Administration Act 1988 (NSW), its successors or permitted assigns and the Landlord's Representative.

Landlord Land means all land owned, leased, occupied or used by the Landlord (other than the Premises) and includes any easements or licenses or other legal or beneficial interest in land used in relation to the operation of the railway.

Landlord's Property means all Plant, equipment, fixtures, fittings, furniture and other property the Landlord [or Sydney Trains](#) supplies to the Premises or which is otherwise purchased or owned by the Landlord [or Sydney Trains](#) and is situated on the Land, other than any:

- (a) L3C Inventory;
- (b) Cars; or
- (c) property the Landlord brings onto the Land in the exercise of its rights pursuant to the Access Licence.

Landlord's Representative means:



or any replacement person notified to the Tenant as the "RailCorp Sydney Trains Representative" in accordance with the L3C Agreement.

Law includes:

- (a) legislation of New South Wales or the Commonwealth, including delegated legislation or policy enforceable under such legislation or delegated legislation; and
- (b) certificates, licenses, consents, permits, approvals and other requirements of Authorities,

and fees and charges payable in connection with the foregoing.

OEM means an original equipment manufacturer listed in Schedule 14 of the L3C Agreement.

~~**OH&S Act** means the Occupational Health & Safety Act 2000 (NSW).~~

~~**OH&S Regulation** means the Occupational Health & Safety Regulation 2001 (NSW).~~

Operating Expenses means:

- (a) light, fuel and power: costs incurred in providing services including lighting, fuel and power to the Premises other than costs incurred in repairing and maintaining the services which do not arise from the obligations of repair and maintenance imposed on the Tenant under clause 7.1;
- (b) pest control: costs for the control of pest, vermin, insect or other similar infestation within the Premises;
- (c) plants: costs of purchasing and maintaining any gardens, lawns, potted shrubs, planted areas and associated facilities in or about the Land to the reasonable satisfaction of the Landlord;
- (d) cleaning: costs of cleaning the Premises including general cleaning, window cleaning, and the provision of toilet supplies;
- (e) security and care taking: costs of providing and maintaining security and care taking services;
- (f) general expenditure: all other costs incurred in the management, operation, control and maintenance of the Premises; and
- (g) water, waste etc: costs for sewerage, water usage, supply of water, drainage charges or rates of any Authority and removal of waste and other garbage from the Premises.

Outgoings means the total of all amounts payable in connection with the Premises whether or not by direct assessment being rates, taxes, charges, assessments, duties, impositions and fees payable to any Authority in connection with the Premises or the Tenant's use or occupation of them.

Permitted Use means the use in Item 6.

Plant means the necessary tools (excluding hand tools), machines or vehicles used in providing the L3C Services or otherwise performing any obligation of the Tenant under the

L3C Agreement or this Lease which are owned by the Landlord. [Sydney Trains or any Rail Transport Agency](#) and situated on the Premises at the Commencement Date or which are subsequently provided by the Landlord [or Sydney Trains](#) for the use of the Tenant in connection with this Lease or the L3C Agreement.

Pollution has the meaning given to it in the Protection of the Environment Operations Act 1997 (NSW) and Polluted has a corresponding meaning.

Premises means the Land and the Facility and includes the Landlord's Property but excludes the Excluded Area.

Principal Contractor has the same meaning as in the [WHS Legislation](#) [OH&S Regulation](#).

Private Services has the same meaning given that term under the L3C Agreement.

RailCorp Panel means the panel or organisations approved by the Landlord by the Tenant for carrying out services in relation to contamination reporting or management as notified by the Landlord to the Tenant and as may be updated or amended by the Landlord by notice in writing to the Tenant.

~~**RailCorp Works** has the meaning defined in the L3C Agreement.~~

Rail Infrastructure Facilities ~~means~~ has the same meaning as in the Transport Administration Act 1988 (NSW) and includes ~~"rail infrastructure"~~ ~~infrastructure of a railway~~ as that term is defined in the Rail Safety ~~Act-2008 (NSW)~~ [National Law](#).

[Rail Safety National Law](#) means the [Rail Safety National Law \(NSW\)](#), as defined in the [Rail Safety \(Adoption of National Law\) Act 2012 \(NSW\)](#), and any associated regulations.

Rail Safety Act means the Rail Safety Act 2008 (NSW).

Railway Legislation means the Transport Administration Act 1988 (NSW), [the Rail Safety \(Adoption of National Law\) Act 2012 \(NSW\)](#); ~~the Rail Safety Act-2008 (NSW)~~ and any other legislation or regulation governing the Landlord's operations, including the operation of railway passenger or freight services.

Railway Purposes means any action or activity undertaken or required to be undertaken by the Landlord, in its absolute discretion, whether under the Railway Legislation or otherwise for the use, control, safe operation, management, upgrading, improvement, maintenance or repair of any railway infrastructure, facility or service, the Landlord's Property and Rail Infrastructure Facilities.

Reference Schedule means the reference schedule which is attached to this Lease.

Related Body Corporate has the meaning given to it in the Corporations Act.

Remediation means:

- (a) preparing a long-term management plan (if any) for the Premises;
- (b) removing, dispersing, destroying, reducing, mitigating or containing the Contamination or Pollution of the Premises; and
- (c) eliminating or reducing any hazard arising from the Contamination of the Premises.

Rent means the rent in Item 5.

Restoration Notice is defined in clause 13.1(e).

Rules means the RailCorp [Sydney Trains](#) Rules and Procedures referred to in the L3C Agreement, as amended.

Sign means a sign, billboard, advertisement, notice or similar thing but does not include a sign or notice required to be displayed by Law.

Standard means any standard, specification, guide, code, manual or other document (howsoever described) that:

- (a) specifies requirements or standards for the performance of the L3C Services; and
- (b) is referred to in the L3C Agreement.

State means the State of New South Wales, Australia.

Step-In Rights has the meaning given to it in the L3C Agreement.

[Sydney Trains Works](#) has the meaning defined in the L3C Agreement.

Subcontractor means any subcontractor (including consultant or supplier) of the Tenant.

Taxes means all income tax, GST, stamp duty and other taxes, levies, imposts, duties, deductions, fees, charges, withholdings and workers compensation premiums (other than workers compensation premiums payable in respect of the Landlord and its Associates) plus any interest, penalties, charges, fees or other amounts payable in respect of them.

Tenant means the Tenant named in Item 3.

Tenant's Property means the partitions, plant, equipment, fixtures, fittings, furnishings and other property in, on or fixed to the Premises which is not Landlord's Property including any Signs installed by or on behalf of the Tenant on any part of the Land.

Term means the period from the Commencing Date until the Terminating Date or the earlier determination of this Lease.

Terminating Date means the last day of the term of this Lease set out on the front page of this Lease, subject to any extensions under clause 2.3.

Transition In Audit has the meaning given to that term in the L3C Agreement.

Transition In Plan has the meaning given to that term in the L3C Agreement.

Transition Out Deed means a deed substantially similar to the deed set out in Schedule 17 to the L3C Agreement between the Landlord, the Tenant and a third party.

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

Upgrade Works is defined in clause 7.9(a).

Utilities means the utilities and services provided by Authorities, the Landlord or others in or to the Premises, including electricity, gas, power, water, sewerage, air conditioning, heating, ventilation, lighting, lifts, escalators, security, fire safety and control and communications together with all plant and equipment relating to those utilities and services and includes the High Voltage Services.

Variation has the meaning given to it in the L3C Agreement.

WHS Legislation means legislation relating to health and safety at work including:

(a) the Work Health and Safety Act 2011 (NSW); and

(b) the Work Health and Safety Regulation 2017 (NSW).

1.2 Rules for interpreting this Lease

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Lease, except where the context makes it clear that a rule is not intended to apply:

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) this Lease includes a reference to the schedules;
 - (iii) a clause is a reference to a clause in this Lease or, if a reference to a clause states that it is a clause in a Schedule to this Lease, to a clause in that Schedule of this Lease;
 - (iv) a Schedule is a reference to a schedule to this Lease unless that reference states otherwise;
 - (v) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (vi) a party to this Lease or to any other deed or agreement includes a permitted substitute or a permitted assign of that party;
 - (vii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (viii) dollars or \$ is to an amount in Australian currency, unless stated otherwise.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other gender.
- (d) If a word is defined, any variant of that word has a corresponding meaning.
- (e) A reference to a Standard is a reference to the version current as at the date of this Lease.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing. The words "include" and "including" (and any variants of those words) must be read as if followed by the words "without limitation".
- (g) The words "agreement" and "contract" includes an undertaking or other binding arrangement or understanding, whether or not in writing.

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- (h) The words "subsidiary" and "holding company" have the same meanings as in the Corporations Act.
 - (i) Where there are references to the L3C Services, or any other thing, being fit for purpose, the purposes are the purposes as stated in or reasonably ascertainable from this Lease as at the date of this Lease.
 - (j) All references to "shall" must be construed as references to "must";
 - (k) Where the Tenant may exercise its consent, or provide an opinion, under this Lease, the Tenant must exercise its consent, or form such opinion, reasonably.
 - (l) Where this Lease defines a term by reference to the meaning given to that term in the L3C Agreement, the definition of that term in the L3C Agreement (as incorporated into this Lease) is to be read as if each reference to:
 - (i) "RailCorp" is a reference to "the Landlord";
 - (ii) "the L3C Contractor" is a reference to "the Tenant"; andthat definition applies with any other necessary changes to reflect differing terminology adopted in this Lease.

1.3 Contra proferentem

This Lease is not to be interpreted against the interests of a party merely because that party proposed this Lease or some provision in it or because that party relies on a provision of this Lease to protect itself

1.4 Language

All communications (including all documents, deliverables, tools, manuals, equipment labels, instructions and drawings of any kind) between the parties to this Lease must be in English.

1.5 Joint and several liability

- (a) The obligations of the Tenant, if more than one person, under this Lease, are joint and several and each person constituting the Tenant acknowledges and agrees that it will be responsible for the acts and omissions (including breaches of this Lease) of the other as if those acts or omissions were its own.
- (b) The rights of the Tenant, if more than one person, under this Lease (including the right to payment) jointly benefit each person constituting the Tenant (and not severally or jointly and severally).
- (c) A payment by the Landlord under this Lease to an account nominated in writing by the Tenant, or failing such nomination, to any one or more persons constituting the Tenant, will be deemed to be payment to all persons constituting the Tenant.
- (d) The Tenant may not exercise any right under this Lease unless that right is exercised concurrently by all persons constituting the Tenant.

1.6 Nature of Tenancy

The Landlord and the Tenant agree that:

- (a) the Tenant must pay all costs and expenses in relation to the Premises arising out of or in connection with the Tenant's use and occupation of the Premises or the

Tenants obligations under this Lease and the Landlord has no responsibility or obligation in that regard except as expressly provided to the contrary in this Lease; and

(b) to the extent permitted by Law, the Tenant takes and is subject to the same responsibilities and liabilities in regard to the Premises including in respect of:

- (i) persons, property, costs, expenses and otherwise; and
- (ii) capital or structural works repairs and maintenance of the Tenant's Property,

which the Tenant would take and be subject to if the Tenant were the owner of the Premises except as expressly provided to the contrary in this Lease; and

(c) the provisions of this Lease are to be read, interpreted and applied in the context of and incorporating the principles referred to in clauses 1.6(a) and 1.6(b). The express provisions of this Lease do not limit the scope of this clause 1.6.

1.7 Tenant Warranty

(a) The Tenant represents and warrants that it has done, and must continue to do, everything which would be expected of a leading world expert in the provision of the L3C Services in:

- (i) assessing the risks (including the likely costs of complying with its obligations) which it is assuming under this Lease; and
- (ii) accepting and dealing with those risks having regard to its payment entitlement under the L3C Agreement.

(b) Without limiting or otherwise restricting clause 1.7(a), the Tenant represents and warrants that it:

- (i) has examined carefully and acquired actual knowledge of all information provided to the Tenant and the Tenant's Associates;
- (ii) has informed itself of all requirements of all relevant Authorities in relation to the carrying out of the L3C Services generally and in relation to measures necessary to protecting the Environment from any adverse effect or damage arising from the carrying out of the L3C Services;
- (iii) has examined the Premises and its surroundings;
- (iv) has satisfied itself as to the costs of complying with all obligations under this Lease and of all matters and things necessary for the due and proper performance and completion of its obligations under this Lease; and
- (v) has obtained all appropriate professional and technical advice on all matters and circumstances in respect of the matters referred to in clauses 1.7(b)(i) to 1.7(b)(iv) prior to the date of execution of this Lease.

1.8 Priority of documents

If there is any ambiguity, discrepancy or inconsistency in, or between, this Lease and any documents comprising the L3C Agreement, the parties acknowledge and agree that the provisions of clause 2.4 of the L3C Agreement will apply.

2. Term

2.1 Lease of Premises

Subject to the terms of this Lease, the Landlord leases to the Tenant and the Tenant takes the Premises for the Term.

2.2 Hold Over

The Tenant must not occupy the Premises after the end of the Term.

2.3 ~~Extension of Term~~ Not used

~~The parties acknowledge clause 3.2 of the L3C Agreement which provides a mechanism for the Landlord (at its sole discretion) to vary the Term by extending it by up to 5 years.~~

3. Excluded Area and High Voltage Services

3.1 Excluded Area

The Landlord excepts from the grant of this Lease the Excluded Area. The Tenant is not authorised at any time to enter the Excluded Area.

3.2 High Voltage Services

The Tenant is not authorised at any time to interfere with the equipment forming part of the High Voltage Services, including the airspace immediately surrounding any overhead transmission lines. The Tenant must comply with any reasonable directions of the Landlord in this regard.

3.3 Liability for Excluded Area

Despite anything to the contrary in this Lease, the Landlord releases the Tenant to the full extent permitted by Law:

- (a) from any obligations and liability under this Lease in connection with the Excluded Area; and
- (b) from all loss or damage which arises from or is in connection with any accident, claim, damage, loss, injury or death occurring in relation to the Excluded Area,

except to the extent that those obligations or liability arose from, or the loss or damage was caused or contributed to by, the Tenant's default or negligent act or omission.

4. Rent

The Tenant must pay to the Landlord the Rent on or before execution of this Lease.

5. Outgoings and Operating Expenses

5.1 Tenant to pay

The Tenant must pay the Outgoings referable to the period for which the Tenant occupies the Land under this Lease and all of its own Operating Expenses.

5.2 Timely Payment

The Tenant must pay any Outgoings assessed against the Tenant directly no later than the due date. If any Outgoings are assessed against the Landlord, the Tenant must pay to the Authority or reimburse the Landlord the amount of those Outgoings (as the Landlord elects) as a debt due and payable within 14 days of the Landlord notifying the Tenant of its election.

5.3 Partially referable Outgoings

- (a) If any component of the Outgoings relates partly to the Premises and partly to any other land then the Tenant must pay that portion of the component of the Outgoings that relates to the Premises adjusted on an area or other appropriate basis (such as consumption or actual usage) as reasonably determined by the Landlord.
- (b) If any component of the Outgoings relates to a period both within the Term and outside the Term the Tenant must pay that portion of the component of the Outgoings that relates to the period within the Term adjusted on a daily basis as reasonably determined by the Landlord.

6. Payment conditions

6.1 Manner of Payments

The Tenant must make payments due under this Lease:

- (a) without demand, unless otherwise stated in this Lease;
- (b) without set-off, counterclaim, withholding or deduction;
- (c) to the Landlord or as the Landlord directs; and
- (d) by direct deposit, or as the Landlord directs.

6.2 Payment obligations

Expiry or termination of this Lease does not affect the Tenant's obligations to make payments arising during the Term.

7. Maintenance and Repair

7.1 Maintenance and repair

- (a) The Tenant must:
 - (i) keep the Premises, the Landlord's Property and the Tenant's Property clean and tidy and in good repair and condition; and
 - (ii) at the expiry or the earlier determination of the Term, yield up the Premises clean and tidy and in good repair and condition.
- (b) Without limiting clause 7.1(a), the Tenant must ensure that the Premises are maintained in a condition which will at all times permit the efficient and cost effective provision of the L3C Services.
- (c) The Tenant is responsible for meeting the costs of all maintenance and repair obligations, including the maintenance obligations contained in clauses 7.1, 7.2, 9

and 10.3, except as provided in clause 7.6 or as otherwise specifically provided in this Lease.

7.1A Transition in Audit

The parties acknowledge and agree that the Transition In Audit prepared and agreed pursuant to clause 14.5 of the L3C Agreement sets out the condition of the Premises, Plant and L3C Inventory.

7.2 Maintenance and Breakages

Without limiting clause 7.1, the Tenant must undertake routine repair and maintenance of the Premises including:

- (a) repairing or replacing:
 - (i) broken glass with glass of the same or similar quality;
 - (ii) damaged or inoperative light globes and other means of illumination and light switches and power points which may become damaged or fail to operate; and
 - (iii) any fixtures which are broken or damaged by the Tenant or the Tenant's Associates;
- (b) developing and implementing maintenance plans for each aspect of the Premises to meet the requirements of this Lease and the L3C Agreement;
- (c) immediately removing all graffiti and repairing all vandalism damage;
- (d) implementing, updating and maintaining a Premises management system;
- (e) undertaking any planned routine maintenance, being any maintenance related activity, required by either OEM's or standard industry practice, to be undertaken on an annual basis or more frequently;
- (f) undertaking any incidental repair or replacement work including:
 - (i) replacing rail clips;
 - (ii) fixing leaking water, hydraulic or compressed air taps or fixtures;
 - (iii) unblocking toilets, drains or sinks;
 - (iv) building repairs; and
 - (v) touch up painting.
- (g) maintaining all signage including to buildings, Plant, safety and the like and as required under this Lease and the L3C Agreement;
- (h) delineating access paths and roadways; and
- (i) providing all tools and equipment required for the purpose of maintaining the Premises.

7.3 Servicing Plant and other Landlord's Property

- (a) The Tenant must enter into and keep current (at the Tenant's expense) any maintenance and repair contract that is reasonably required by the Landlord for the Landlord's Property.
- (b) That contract and the contractor must be approved by the Landlord.
- (c) The Tenant must monitor the contractor's performance under that contract to ensure that the equipment governed by the contract is being properly maintained, serviced and kept in good working order.

7.4 Cleanliness of the Premises

Without limiting clause 7.1, the Tenant must develop suitable processes and procedures and apply adequate resources to ensure that the Premises are clean, tidy and presentable at all times including (having regard to the Permitted Use) as a minimum:

- (a) liquid spills and other hazards must be dealt with as required under Law and promptly after being reported or discovered;
- (b) waste, litter and scrap products are to be contained fully within the areas, containers or the like designated for their handling and storage and are regularly removed from the Premises and disposed of in accordance with all Law and recycled wherever practical;
- (c) gardens and vegetated areas are to be kept tidy and weed free and 'green waste' disposed of in accordance with Law;
- (d) roads and paved areas are to be routinely swept and kept clear of dust and debris;
- (e) Rail Infrastructure Facilities must be kept free of vegetation;
- (f) the Premises must be kept free from vermin including birds nesting within the Facility;
- (g) drains at the Premises must be kept clear at all times; and
- (h) all hazards and risks associated with the Premises are to be managed in accordance with the Law.

7.5 Compliance with statutes

- (a) The Tenant must comply with all Laws, Standards and Rules in connection with the Premise's, the Tenants Property or the Tenant's use of the Premises.
- (b) The Landlord may serve notice on the Tenant requiring it to comply with any Law.
- (c) If the Tenant becomes aware of a Change in Standard or Change in Law the Tenant must:
 - (i) promptly notify the Landlord of the proposed Change in Standard or Change in Law; and
 - (ii) if requested by the Landlord:
 - A. provide the Landlord with details of the likely effects of the Change in Standard or Change in Law on the obligations of

the Tenant under this Lease, if the Tenant was to adopt the Change in Standard or the Change in Law; and

B. otherwise consult with the Landlord in relation to the Change in Standard or Change in Law.

(d) Subject always to clause 7.5(e), where a change is required to the obligations of the Tenant under this Lease as a result of a Change in Standard or Change in Law, that change may constitute a Variation and be valued in accordance with clause 22.3 of the L3C Agreement.

(e) The Tenant will have no entitlement to, must not make and the Landlord will not be liable upon, any Claim by the Tenant for any Change in Standard or Change in Law identified in or reasonably ascertainable from the Transition In Plan.

7.6 Exceptions

Clauses 7.1 to 7.5 do not make the Tenant responsible for:

(a) any structural repairs or expenses of a capital nature, except if they arise from or are necessitated by any act, omission or default of the Tenant or the Tenant's Associates or by the Tenant's use of the Premises or by any breach by the Tenant of this Lease; and

(b) fair wear and tear.

7.7 Tenant to give notice of accidents and defects

(a) The Tenant must immediately give notice to the Landlord of:

(i) any accidents that occur or damage to or defects in the Premises or the Utilities;

(ii) any structural repairs or expenses of a capital nature which are required to preserve the value of the Landlord's Property or to permit the continued efficient use of the Landlord's Property for the L3C Services; and

(iii) any circumstances likely to cause any material danger or hazard or damage or injury within the Premises or the Utilities,

(each an **Event**) of which the Tenant is or should reasonably have been aware. The notice must include any details within the knowledge of the Tenant as to the cause and likely consequences of the Event. Any details of the Event coming to the attention of the Tenant after the initial notification must also be promptly notified to the Landlord.

(b) If the Tenant gives notice under clause 7.7(a)(ii), at the time of giving that notice the Tenant must provide a detailed submission to the Landlord setting out the works which are required, the reasons why those works are required and the Tenant's recommended action, including names of consultants it would appoint to carry out the works.

(c) If the damage or defect was caused or contributed to by the Tenant or its Associates, the Tenant must carry out the works and make good that damage as soon as practicable after it occurs. Any such works will be solely at the cost of the Tenant except to the extent caused or contributed to by RailCorp or its Associates.

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- (d) If clause 7.7(c) does not apply, and if the Landlord so directs, the Tenant must carry out any works referred to in clause 7.7(b) and clause 7.9(c) will apply to those works as if those works were Upgrade Works.

7.8 Alterations for Private Services

- (a) The Tenant may undertake maintenance and fit-out works which require alterations, additions or installations in or to the Premises for the purpose of the provision of the Private Services (Works) provided that:
- (i) the Tenant obtains the Landlord's prior written consent, which may (without limiting clause 24.16) be given subject to conditions, including conditions as to the required insurances and any other requirement of the Landlord;
 - (ii) the Works are undertaken at no cost to the Landlord;
 - (iii) the Works are carried out in accordance with all Laws;
 - (iv) unless clause 7.8(b) applies, the Tenant will remove all buildings, fixtures and fittings associated with the Works prior to the expiry of the Term and make good any damage to the Facility; and
 - (v) the Works are constructed, operated and removed (if required) without disrupting the timely delivery of, or capacity of:
 - A. the Tenant to provide, the L3C Services to the Landlord under the L3C Agreement; or
 - B. the Landlord [or Sydney Trains](#) to undertake the [RailCorp Sydney Trains](#) Works.
- (b) Before removing any Works undertaken under this clause 7.8, and not later than one month prior to the expiry of the Lease, the Tenant must first offer the Landlord those Works to purchase at market value (to be agreed between the parties). If the Landlord agrees to purchase any part of the Works (**Sale Works**), the Tenant must not remove the Sale Works at the end of the Lease or at any other time during the Term and in these circumstances ownership of the Sale Works will vest in the Landlord on the expiry of the Lease at which time the Landlord must pay to the Tenant the agreed purchase price for the Sale Works.

7.9 Alterations for L3C Services

- (a) The Tenant may request approval from the Landlord, or the Landlord may request the Tenant, to undertake works on the Premises to upgrade Utilities (other than the High Voltage Services) or other parts of the Facility to assist it in providing the L3C Services (**Upgrade Works**). Promptly upon the Landlord or the Tenant making such a request, the Tenant must provide the Landlord with detailed:
- (i) sketch plans and specifications for the Upgrade Works;
 - (ii) estimates of the costs of carrying out the Upgrade Works;
 - (iii) where the request to undertake works was made by the Tenant, reasons why the Upgrade Works are required; and
 - (iv) estimated timings for the carrying out of the Upgrade Works and the manner in which disruptions to the carrying out of the L3C Services will be avoided.

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- (b) The Landlord, in its absolute discretion, may elect to either:
- (i) approve the carrying out of all or part of the Upgrade Works, which approval may (without limiting clause 24.16) be given:
 - A. subject to conditions, including conditions as to the required insurances and any other requirement of the Landlord; and
 - B. where the request to undertake works was made by the Tenant, on the proviso that some part of the Upgrade Works be paid for by the Tenant;
 - (ii) reject the request for the Upgrade Works; or
 - (iii) request further information to assist it to make a determination.

In making its election the Landlord may determine to carry out the Upgrade Works itself or to approve the carrying out of those works by the Tenant.

- (c) If the Landlord approves the carrying out of the Upgrade Works, the Landlord must pay or (as the case may be) reimburse the Tenant for the costs of undertaking those Upgrade Works provided that:
- (i) if the Landlord is carrying out the Upgrade Works and the Tenant is liable to pay the cost of any part of those works under clause 7.9(b)(i)B, the Landlord may require the Tenant to pay the estimated costs to the Landlord before the works are commenced; and
 - (ii) if the Tenant is carrying out the Upgrade Works:
 - A. any costs incurred by the Tenant are within the scope of Upgrade Works approved by the Landlord;
 - B. the Tenant must provide the Landlord with tax invoices and such other supporting documentation as the Landlord may reasonably require to substantiate the claim for payment;
 - C. the Tenant must continue to provide the L3C Services in accordance with the L3C Agreement; and
 - D. the total cost of the claim for the Upgrade Works must not exceed the estimate approved by the Landlord. Any costs incurred by the Tenant in excess of the estimate approved by the Landlord will be payable by the Tenant.
- (d) Nothing in this clause 7.9 limits or otherwise affects the Tenant's obligations to provide the L3C Services in accordance with the L3C Agreement.
- (e) Notwithstanding anything else in this clause 7, where the Landlord (in its absolute discretion) determines that the carrying out of any Upgrade Works:
- (i) would have a material adverse effect on the Permitted Use or the Tenant's right to carry out the Permitted Use; or
 - (ii) would cause a material increase in Operating Expenses or in the costs of performing the L3C Services,

the Landlord must consult with the Tenant to consider how the Upgrade Works can be undertaken so as to minimise, so far as is practicable, the impact of the Upgrade

Works on the Tenant's use of the Premises or cost of performing the L3C Services. The Landlord will take into account the Tenant's views but is not precluded from taking any action by virtue of this clause 7.9(e).

7.10 Landlord's right to inspect and repair

- (a) Without limiting clause 15 the Landlord may enter the Premises and view its condition:
 - (i) at any time in the case of an Emergency; or
 - (ii) on one Business Day's notice at any other time.
- (b) The Landlord may serve a notice on the Tenant requiring it to:
 - (i) comply within a reasonable time with any notice issued under clause 7.5(b); or
 - (ii) repair within a reasonable time any defect in the Premises, the repair of which is the Tenant's obligation.
- (c) If the Tenant fails to do so within a reasonable period, the Landlord may undertake the work the subject of the notice and the Tenant must pay the Landlord's reasonable expenses in respect of that work. Any costs or expenses incurred by the Landlord in undertaking such repairs will be a debt due and payable by the Tenant to the Landlord.

8. Use of Premises and Facility

8.1 Permitted use

The Tenant must use the Premises for the Permitted Use only.

8.2 Landlord does not warrant use

The Landlord gives no warranty as to the suitability of the Premises for the Permitted Use. The Tenant must satisfy itself and is taken to have accepted this Lease with full knowledge of, and subject to, any prohibitions or restrictions on the use of the Premises under any Approvals, Laws or Rules.

8.3 Positive use obligations

The Tenant must:

- (a) obtain and keep current all necessary Approvals and comply with, and use all reasonable endeavours to ensure the Tenant's Associates comply with, the terms of the Approvals and all Laws relating to the use or occupation of the Premises or which may be necessary or appropriate for the Permitted Use (whether or not such Approvals or Laws are addressed to, or required to be complied with, by either the Landlord or the Tenant or by any other person);
- (b) lock all fences, gates, exterior doors and windows when the Premises are not occupied and be responsible for the security of the Premises including making security arrangements to provide for security cover 24 hours a day for every day of the year;
- (c) use its best endeavours to ensure that any Approval does not lapse nor is revoked;

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- (d) comply with the Rules and all other rules and regulations in respect of the Premises issued by the Landlord or any Authority from time to time;
 - (e) co-ordinate and implement emergency evacuation procedures and notify the Landlord of such procedures so the Landlord can coordinate procedures on adjoining land;
 - (f) store and remove all waste and garbage as required by the relevant Authorities and as directed by the Landlord; and
 - (g) take any steps necessary to control any pest infestation occurring within the Premises and, if requested by the Landlord, engage and pay for a pest exterminator approved by the Landlord and ensure that such extermination takes place.

8.4 Negative use obligations

The Tenant must not:

- (a) use or permit the use of the Premises as a residence;
- (b) use the fixtures or fittings in any part of the Premises other than for their designed purpose;
- (c) place in any drain or conduit any substance which it was not designed to receive;
- (d) obstruct access to, overload or otherwise interfere with or damage the Utilities without Landlord's consent;
- (e) keep or use inflammable or dangerous substances on the Premises, other than for the Permitted Use and only to the extent and in the manner permitted under any Law;
- (f) do anything in or on the Premises which, in the opinion of the Landlord is or would become a nuisance, disturbance, obstruction or cause of damage to the Landlord or to occupiers (including the Landlord) of the adjoining land;
- (g) use the Premises in any noisy, noxious or offensive manner;
- (h) hold or permit to be held any auction, bankruptcy or fire sale at the Premises;
- (i) allow any oil, fuel, refuse or other material to be thrown or discharged into or onto the stormwater drainage system, the Premises or the surrounding land; or
- (j) allow stormwater from the Premises to be discharged otherwise than into the stormwater drainage system.

8.5 Approval to Signs

- (a) Before displaying a Sign on the outside of the Premises or anywhere that can be seen from the outside of the Premises, the Tenant must:
 - (i) obtain the Landlord's approval (which may be granted or withheld at the Landlord's absolute discretion); and
 - (ii) obtain the approval of any relevant Authority.
- (b) Any Sign displayed at the Premises without the Landlord's prior consent (pursuant to this clause 8.5) may be taken away by the Landlord without notice at the Tenant's expense.

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- (c) Any Sign displayed at the Premises by the Tenant must be removed by the Tenant at the end of this Lease and any damage to the Premises caused by its removal must be made good by the Tenant.

8.6 Keys

- (a) The Tenant acknowledges that all Keys held by the Tenant and the Tenant's Associates during its occupancy whether:
 - (i) provided by the Landlord; or
 - (ii) made or obtained by the Tenant for its own use,must be surrendered to the Landlord on the expiry or termination of the Term.
- (b) The Tenant must:
 - (i) provide Keys to employees of the Tenant only;
 - (ii) keep a list of the recipients of Keys; and
 - (iii) on request provide the Landlord with an up-to-date copy of the list.
- (c) The Tenant must pay all costs and expenses (including the cost of replacement of the Keys) arising from any loss, destruction or damage immediately on demand by the Landlord.

8.7 Closure of Facility

The Landlord reserves the right to close the Facility or any part of the Facility during an Emergency or in order to discharge a Law or public duty.

8.8 Notice of Laws and Approvals

Where any Laws or Approvals are notified to or served upon the Tenant, the Tenant must immediately provide a complete copy of them to the Landlord.

9. Occupational Health & Safety

9.1 Compliance with Laws

Despite any other provision of this Lease, the Tenant must at all times comply with the:

- (a) [WHS Legislation](#) ~~OH&S Act and OH&S Regulation~~; and
- (b) requirements of Schedule 4 of the L3C Agreement,

so far as they relate to the Premises, the Permitted Use or the Tenant's use or occupation of the Premises and must provide the Landlord with evidence of such compliance when requested by the Landlord (but not more than once each year during the Term).

9.2 Hazardous Substances

The Tenant must ensure that:

- (a) a register of Hazardous Material, and hazardous zones, in relation to the Premises is kept at the Premises and maintained at all times;

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- (b) the register is readily accessible to all persons working at the Premises;
 - (c) copies are kept of any atmospheric monitoring or health surveillance in relation to the Premises; and
 - (d) copies are kept of any written report of a risk assessment prepared in accordance with the [OH&S Regulation](#) [WHS Legislation](#) in relation to risks associated with exposure to Environmental Hazards at the Premises.

9.3 Landlord's obligations

The Landlord must ensure that when it or any of its Associates are on the Premises it or they must comply with the reasonable safety requirements and directions of the Tenant.

Any of the Landlord's Associates who wish to enter the Premises, or use any Plant, must first undergo an induction by the Tenant.

10. Environmental Issues

10.1 No warranty or representation

The Landlord does not warrant or represent:

- (a) that the Premises is suitable for any use, or for any particular use;
- (b) anything about the Environmental Aspects of the Premises or of any other premises, whether or not arising as a result of activities on the Premises;
- (c) whether or not there are any Hazardous Materials on the Premises or any other premises, whether or not arising as a result of activities on the Premises;
- (d) that any information about any past use of the Premises is accurate; or
- (e) that the Premises is or is not Contaminated or Polluted, or the nature or extent of any Contamination or Pollution.

10.1A Environmental Consultants

The parties acknowledge and agree that any consultant engaged to prepare a:

- (a) Baseline Environmental Report;
- (b) Environmental Monitoring Report; or
- (c) Final Contamination Assessment Report,

will act independently and not as any party's agent, regardless of who engages the consultant.

10.2 Baseline Environmental Report

The Tenant must within 6 months of the Commencing Date, provide the Landlord with a Baseline Environmental Report.

10.3 Environmental obligations

The Tenant must:

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- (a) **(prepare report)** within 6 months of each second anniversary of the Commencing Date, provide the Landlord with an Environmental Monitoring Report;
- (b) **(carry out recommendations)** carry out the recommendations or corrective actions, including any recommended program or timetable, set out in either the Baseline Environmental Report or the Environmental Monitoring Report regardless of whose act or omission occasioned or gave rise to the recommendations or need for corrective actions and, as soon as practicable, give the Landlord a certification by the consultant who prepared the report that the recommendations and corrective actions in the report have been complied with;
- (c) **(comply with Laws)** at all times during the Term, comply with:
- (i) all Environmental Laws, including obtaining all necessary Approvals for any activity conducted on the Premises;
 - (ii) any Environmental Notice, regardless of whose act or omission occasioned or gave rise to the Environmental Notice; and
 - (iii) any applicable environmental licence, permit or approval (including any attached conditions) granted in respect of the Premises or the Permitted Use, regardless of in whose name the licence, permit or approval is granted;
- (d) **(pollution control equipment)** properly install, operate and maintain in the Premises all Pollution control equipment that is required by any Law to be installed as a consequence of the Tenant's use or occupation of the Premises;
- (e) **(operation of equipment)** operate the Pollution control equipment and all industrial plant and equipment (including fuel burning equipment) in accordance with any applicable Approval and otherwise in a proper and efficient manner, and maintain it in good working order;
- (f) **(not Contaminate)** not Contaminate or Pollute the Premises or any adjacent land;
- (g) **(no dangerous material)** except to the extent required to carry out the Permitted Use, not use, keep or handle on the Premises any Dangerous Good or Hazardous Material without the prior consent of the Landlord (which consent will not be unreasonably withheld);
- (h) **(access)** provided the Landlord gives reasonable notice (except in the case of an Emergency) allow the Landlord and the Landlord's Associates access to the Premises to carry out environmental audits, assessments and investigations and remediation of any part of the Premises at any time during the Term;
- (i) **(compliance)** at its sole cost and expense, promptly comply with any reasonable direction from the Landlord to implement any recommendation of an environmental audit, assessment, investigation or report in respect of the Premises or any activity conducted on the Premises (whether or not the recommendation is required in order to comply with an Environmental Law or Environmental Notice);
- (j) **(notify Landlord)** promptly notify the Landlord if:
- (i) it becomes aware, or as soon as a complaint is made, of a breach or alleged breach of an Environmental Law in respect of the Premises or any activity carried out on in the Premises;
 - (ii) any Environmental Aspect of the Premises is or may be affected;

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- (iii) a "Pollution Incident" occurs under the Protection of the Environment Operations Act 1997 (NSW) which must be notified to an Authority, in which case the Tenant will give the Landlord a copy of all information relevant to the notice and the "Pollution Incident";
 - (iv) an Environmental Notice is served on the Tenant;
 - (v) the Premises becomes or may become Contaminated or Polluted or the Tenant believes or should reasonably be aware that the Premises has become or may become Contaminated or Polluted; or
 - (vi) the Tenant is in breach of any of its obligations under this clause 10.

The Tenant's obligations under this clause 10.3 are at the cost of the Tenant except to the extent that clause 10.7(f) applies.

10.4 Environmental Notice

If the Tenant is required to comply with an Environmental Notice under clause 10.3(c)(ii), the Tenant must:

- (a) prior to commencing any works pursuant to that notice and at its cost, engage a qualified environmental expert approved by the Landlord (acting reasonably) to prepare a corrective action program and timetable to the satisfaction of the Landlord and in accordance with the requirements in the Environmental Notice and all Environmental Laws;
- (b) provide details to the Landlord of the corrective action program and timetable and any other relevant information or correspondence and regularly inform the Landlord of the progress of the corrective action works;
- (c) comply with the corrective action program and timetable as prepared by the environmental expert (and approved by the Landlord);
- (d) as soon as practicable, provide certification from the environmental expert that the corrective action program has been complied with and completed and written confirmation from the relevant Authority that the Environmental Notice has been complied with; and
- (e) make good any damage to the Premises or Landlord Property caused by
- (f) carrying out the corrective action program as soon as practicable.

10.5 Final Contamination Assessment Report

The Tenant must, at its own cost and during the period three months:

- (a) immediately before the Terminating Date; or
- (b) if this Lease is determined prior to the Terminating Date, immediately following the date on which the Lease comes to an end,

provide the Landlord with a Final Contamination Assessment Report.

10.6 Remediation etc

The Tenant must do whatever is necessary or the Landlord reasonably requires to:

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- (a) Remediate any Contamination of or from the Premises (if the Contamination first occurred or was first caused after the Commencing Date or is identified to be the responsibility of the Tenant in the Final Contamination Assessment Report) so that the Premises are in a state as close as practicable to the state of the Premises as described in the Baseline Environmental Report, or to which the Premises were Remediated pursuant to clause 10.3(b), as applicable;
 - (b) clean up, manage or abate any Pollution occurring on or from the Premises (if the Pollution first occurred or was first caused after the Commencing Date or is identified to be the responsibility of the Tenant in the Final Contamination Assessment Report) so that the Premises are in a state as close as practicable to the state of the Premises as described in the Baseline Environmental Report, or to which the Premises were Remediated pursuant to clause 10.3(b), as applicable;
 - (c) remedy any breach of an Environmental Law that occurs on or affects the Premises after the Commencing Date as soon as it occurs (including by restoring the Premises to a state as close as practicable to the state the Premises were in before that breach);
 - (d) address any Environmental Hazard that has arisen, or in respect of which the condition has changed, after the Commencing Date; and
 - (e) remedy any breach of this clause 10.

10.7 Release and indemnity

- (a) To the extent permitted by Law and except where clause 10.7(f) applies, the Tenant releases the Landlord from any loss or Claims incurred by the Tenant or for which the Tenant is liable, that arise out of or in connection with any Environmental Aspect.
- (b) To the extent permitted by Law and except where clause 10.7(f) applies, the Tenant must indemnify and keep indemnified the Landlord and the Landlord's Associates against, and pay the Landlord the amount of, all loss or Claims incurred in connection with any Environmental Aspect arising after the Commencing Date.
- (c) The release referred to in paragraph 10.7(a) and the indemnity referred to in paragraph 10.7(b) are in addition to, and without derogating from, any other right, power or privilege of the Landlord, or from any liability, duty or obligation of the Tenant however arising.
- (d) The provisions of this Lease govern all rights, powers, privileges, liabilities, duties and obligations as between the parties in respect of any Environmental Aspect and continue until satisfied, despite the expiry of the Term or earlier termination of this Lease.
- (e) Without limiting any other provision of this Lease, if the Tenant fails to comply strictly with any obligation in this clause 10 the Landlord may enter the Premises and carry out that obligation. Any costs incurred by the Landlord in doing so will be a debt due and payable by the Tenant to the Landlord on demand.
- (f) Despite anything to the contrary in this Lease, the Landlord is responsible for any loss or damage, costs and expenses in relation to any liability relating to the Environment where the liability arises from:
 - (i) any Contamination or Pollution set out in the Baseline Environmental Report;
 - (ii) any Environmental Aspect occurring before the Commencing Date;

(iii) any Contamination or Pollution to the extent caused or contributed to by the Landlord or its Associates in the performance of [Railcorp-Sydney Trains Works](#) or otherwise; or

(iv) Contamination or Pollution migrating onto the Land,

except where the Contamination, Pollution or Environmental Aspect referred to in paragraphs 10.7(f)(i)-(iv) above is disturbed, exacerbated or contributed to by any act or omission of the Tenant or its Associates.

11. Insurance, Release and Indemnity

11.1 Tenant's acknowledgement

The Tenant acknowledges that its insurance obligations in relation to its use and occupation of the Premises under this Lease are set out in clause 41 of the L3C Agreement.

11.2 Risk

The parties acknowledge and agree that clauses 38.1 to 38.5 of the L3C Agreement apply to this Lease.

12. Assignment and subletting

12.1 Restriction

The Tenant must not assign or transfer this lease or sublet or license or part with possession of the Premises except in accordance with clause 12.2.

12.2 Conditions

The Tenant may assign, transfer, sublet or grant a licence to another party (**New Tenant**) if:

- (a) the proposed dealing will occur simultaneously with an assignment or novation of the L3C Agreement in accordance with the terms of the L3C Agreement;
- (b) the proposed dealing relates to the whole of the Premises;
- (c) the Tenant complies with its obligations under clause 20; and
- (d) the Tenant and the New Tenant comply with the Landlord's reasonable requirements in relation to the documentation, stamping and registration of the proposed dealing.

12.3 Access Licence

This clause 12 does not apply to the Tenant granting rights under the Access Licence to the Landlord.

13. Damage or destruction

13.1 Landlord's Notice

If the Premises are:

- (a) destroyed; or

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- (b) damaged so that the Premises are unfit or substantially unfit for the use by the Tenant or (having regard to the normal means of access to the Premises) are substantially inaccessible,

the Landlord may, in its absolute discretion, give the Tenant a notice which either:

- (c) terminates this Lease on a date not less than one month and not more than three months after the date the Landlord gives the notice;
- (d) requires the Tenant to restore or repair the Premises or make them fit for the use of or render them accessible to the Tenant (as the case requires) in accordance with the Business Continuity Plan and at the Tenant's cost; or
- (e) states that the Landlord will restore or repair the Premises or make them fit for the use of, or render them accessible to, the Tenant as the case requires (Restoration Notice).

13.2 Notice

If the Landlord gives a Restoration Notice to the Tenant and the Landlord does not within a reasonable time after delivery of the Restoration Notice comply with it, the Tenant may serve a notice on the Landlord requiring the Landlord to comply with the Restoration Notice within a reasonable time.

13.3 Landlord need not repair

Clause 13 does not oblige the Landlord to rebuild or repair the Premises.

13.4 Resumption

If the Premises are resumed for any public purpose, the Landlord may terminate this Lease by giving one month's notice to the Tenant.

13.5 No claim on termination

If the Lease is terminated under this clause 13, the termination is without prejudice to any rights relating to any previous breach under this Lease.

14. Covenants by Landlord

14.1 Quiet enjoyment

Subject to the Landlord's rights, while the Tenant complies with its obligations under this Lease, it may occupy the Premises during the Term without any interruption from the Landlord.

15. Landlord's obligations and rights

15.1 Landlord as an Authority

The Tenant acknowledges that:

- (a) the grant of this lease does not restrict or affect the unfettered discretion of the Landlord to exercise any of its statutory function or powers;
- (b) subject to clause 15.1(c), anything the Landlord does, or fails to do or purports to do, pursuant to its statutory functions and powers will be deemed to not be an act or omission of the Landlord under or in connection with this Lease and the Tenant is

not entitled to and must not make, and the Landlord will not be liable for, any Claim against the Landlord in connection the Landlord's exercise of such statutory functions or powers; and

- (c) clause 15.1(b) does not limit any liability which the Landlord would have had to the Tenant for any Claim by the Tenant in accordance with the L3C Transaction Documents as a result of a breach by the Landlord of a term of any of the L3C Transaction Documents.

15.2 Landlord's rights of access

The Landlord acknowledges that (except in the case of an Emergency) any person authorised by the Landlord to enter the Premises must first undergo an induction by the Tenant as required under Schedule 4 of the L3C Agreement.

15.3 Rights of entry and repair

The Landlord (including the Landlord's Associates) has the right to enter the Premises with all necessary vehicles, materials and equipment:

- (a) at any time in the case of an Emergency; or
- (b) on one Business Day's notice at any other time,
to:
 - (c) view the state of the Premises and to ascertain whether there has been any breach of the terms of this Lease or the L3C Agreement;
 - (d) exercise any rights of the Landlord under the L3C Agreement (including the Step-in Rights, in which case any notice given under clause 36.4(b) of the L3C Agreement is sufficient notice for the purposes of this clause);
 - (e) carry out repairs, alterations, additions or other works to the Premises or to any adjacent land, rail corridor or building (whether existing at the date of this Lease or otherwise);
 - (f) carry out work if required by Law;
 - (g) rectify a default which the Tenant has failed to rectify within 21 days (or such lesser time as is reasonable according to the nature of the default) of the date of receipt of a notice from the Landlord requiring the default to be remedied;
 - (h) comply with the terms of any Laws affecting the Premises or of any Approvals served on the Landlord;
 - (i) if the Premises are either destroyed or damaged, undertake rebuilding or restoration works;
 - (j) inspect the condition of any drains or Utilities;
 - (k) undertake maintenance, repairs, alterations, additions, removal replacement or construction of any drains or Utilities; and
 - (l) to effect alterations, remodelling or repairs or other works to the Premises if required by Law or to satisfy Railway Purposes or as otherwise authorised by this Lease.

The Landlord may show any interested persons around the Premises after giving the Tenant reasonable prior notice provided that access to commercially sensitive areas of the Premises will be by prior agreement with the Tenant.

15.4 Utilities

The Landlord reserves to itself all drains located within the Premises and all Utilities, including the right to:

- (a) use pipes, ducts, conduits, cables and wires passing or leading through the Premises and to pass and run water, air, electricity, telecommunications, sewerage, drainage, gas and any other services through those pipes, ducts, conduits, cables and wires;
- (b) erect, lay, or install in under or over the Land any poles, masts, posts, drains, conduits, pipes, mains, cables, electric or other wires which may be required for any existing or future services (whether or not they service the Premises); and
- (c) inspect, remove, install, maintain, repair, alter or add to the Utilities, or to other services within the Premises.

15.5 Electricity

- (a) Where indicated at Item 1 of the Electricity Supply Schedule, the Landlord or Sydney Trains will provide the Tenant with connection services on the terms and conditions set out in Appendix 1.
- (b) Where indicated at Item 1 of the Electricity Supply Schedule, the Landlord or Sydney Trains will sell the Tenant electricity on the terms and conditions set out in Appendix 2.

15.6 Easements and other rights

- (a) The Landlord can transfer or create an easement, licence or other right or dedicate land in favour of any person, any nearby land or any Authority for any purpose including access, support or services. The Tenant must, at the request of the Landlord, provide any consent or sign any document reasonably required by the Landlord to dedicate land or transfer or create the proposed easement, licence or other right or dedication, provided that such easement, licence or other right or dedication shall not materially adversely affect the operations of the Tenant. This Lease is subject to any such easement, licence or other right or dedication.
- (b) Unless required by Law, the Landlord must not dedicate land or transfer or create an easement, licence or other right which would substantially and permanently lessen the Tenant's rights under this Lease.

15.7 Subdivisions

The Landlord may subdivide or re-subdivide the Land (including by strata or stratum subdivision). If the Landlord does so:

- (a) the Tenant must approve the subdivision;
- (b) the Landlord may require the Tenant to vary this Lease or replace this Lease with another if:
 - (i) after the subdivision, the Premises are substantially the same and the amounts payable by the Tenant in respect of the Premises are not substantially greater than before the subdivision; and

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- (ii) the Landlord pays, in respect of the variation or replacement of this Lease:
 - A. the Tenant's reasonable legal costs;
 - B. all stamp duty; and
 - C. registration fees, if any.
 - (c) the Tenant must promptly do everything reasonably necessary to enable the Landlord to exercise its rights under this clause 15.7.

15.8 Access to the Premises and partial surrender

- (a) The Tenant acknowledges and agrees that:
 - (i) the Premises is located adjacent to and in the vicinity of Landlord Land;
 - (ii) the Landlord may carry out works on, over or under Landlord Land and the Premises to facilitate the safe and reliable operation of passenger services on the railway including:
 - A. the Auburn stabling yard project; and
 - B. the Lidcombe to Granville upgrade project;
 - (iii) the Landlord may provide the Tenant with notice of any:
 - A. access the Landlord, and the Landlord's Associates, require to the Premises; or
 - B. parts of the Premises over which the Landlord wishes this Lease to be surrendered,
- in order for the Landlord to carry out the works contemplated by clause 15.8(a)(ii).
- (b) Notwithstanding any other provision of this Lease, if the Landlord provides the Tenant with a notice under clause 15.8(a)(iii)A stating that the Landlord, and the Landlord's Associates, require access to part of the Premises, then within the time specified in that notice or, if no time is specified, within a reasonable time, the Tenant must grant the Landlord a licence which:
 - (i) provides the Landlord, and the Landlord's Associates, with access to the Premises as requested by the Landlord's notice;
 - (ii) grants the Landlord, and the Landlord's Associates, the right to carry out any works, or other activities, disclosed in the Landlord's notice; and
 - (iii) is otherwise on terms substantially similar to those set out in the Access Licence.
 - (c) Notwithstanding any other provision of this Lease, if the Landlord provides the Tenant with a notice under clause 15.8(a)(iii)B stating that the Landlord wishes the Lease to be surrendered over any part of the Premises, then within the time specified in that notice or, if no time is specified, within a reasonable time, at the election of the Landlord either:
 - (i) the Tenant must provide the Landlord with a Land and Property Management Authority surrender of lease form relating to that part of the

Premises for which the Lease is being surrendered, in registrable form (save as to title details which the Landlord is authorised to insert after registration of a deposited plan showing the surrendered area); and

- (ii) the parties must surrender this Lease and execute a new lease (**New Lease**) on terms substantially similar to the Lease except that:
 - A. the land the subject of the lease will be the Land excluding the area the Landlord requires as set out in the Landlord's notice under clause 15.8(a)(iii); and
 - B. any consequential amendments, or other amendments agreed by the parties, must be incorporated into the new lease.

The Tenant must execute the surrender of lease form and the New Lease within 7 days of being provided with those documents by the Landlord and authorises the Landlord to complete the title description in the New Lease after registration of a deposited plan showing the new leased area.

- (d) Promptly upon the Landlord receiving an executed version of:
 - (i) the surrender of lease form; and
 - (ii) if applicable, the New Lease,the Landlord will:
 - (iii) execute the surrender form and, if applicable, the New Lease;
 - (iv) register the surrender of lease and, if applicable, simultaneously stamp (if required) and register the New Lease; and
 - (v) return a copy of the registered surrender of lease and (if applicable) the New Lease to the Tenant.
- (e) Subject to any rights that the Tenant may have under clause 22 of the L3C Agreement, the Tenant is not entitled to make, and the Landlord will not be liable upon, any Claim arising from, or in connection with, any:
 - (i) notice given by the Landlord;
 - (ii) any right of access granted to the Landlord;
 - (iii) any part of the Premises resumed by the Landlord; or
 - (iv) any works carried out by the Landlord, or the Landlord Associates, as contemplated under this clause 15.8.
- (f) Any obligation of the Tenant under this clause (including the preparation or execution of documents) is at the Tenant's own cost.

15.9 Landlord's Agents

The Landlord may appoint agents to exercise its rights and perform its obligations under this Lease. If the Landlord notifies the Tenant that it has done so, the Tenant must deal with the Landlord's agents as if they were the Landlord in relation to matters delegated to them until the Landlord notifies the Tenant that the agents are no longer the Landlord's agents for those

matters. Communications from the Landlord override those from the agents if they are inconsistent.

15.10 Change of Landlord

If the Landlord:

- (a) sells the Land; or
- (b) grants a concurrent lease over the Premises,

so that the Tenant becomes obliged to perform its obligations under this Lease in favour of another person, then:

- (c) the Landlord is released from its obligations under this Lease, arising after the Tenant receives notice of that event; and
- (d) the Tenant must enter into documents and assurances reasonably required by the Landlord to enable that other person to enforce the benefit of all obligations under this Lease.

16. Default

16.1 Right to remedy default

- (a) The Tenant acknowledges and agrees that a breach of this Lease constitutes a breach of the L3C Agreement which may lead to termination of the L3C Agreement.
- (b) The Tenant acknowledges and agrees that if the Tenant, or any of its Associates, fail to comply with any obligation under this Lease, clauses 33 and 34 of the L3C Agreement (and any consequential clauses) will apply.

16.2 Rights of re-entry

If:

- (a) the L3C Agreement is terminated or otherwise comes to an end; or
- (b) the Tenant repudiates this Lease,

then the Landlord may terminate this Lease by re-entering the Premises or any part or by issuing a termination notice to the Tenant.

16.3 Landlord's Rights

The Landlord may act under clause 16.2:

- (a) despite any prior waiver or failure to take action by it or grant of indulgence to the Tenant in respect of any failure by the Tenant, or its Associates, to comply with the terms of this Lease whether past or continuing; and
- (b) without prejudicing its other rights under this Lease or the L3C Agreement.

16.4 Not used

16.5 Not used

16.6 No Discharge

The re-entry or termination by the Landlord under this Lease does not confer on the Tenant a discharge of the Tenant's obligations. The Landlord's right to recover damages from the Tenant is not affected or limited by any of the following:

- (a) the Tenant abandoning or vacating the Premises;
- (b) the Landlord accepting the Tenant's repudiation; or
- (c) the parties' conduct constituting a surrender by operation of Law.

17. Determination of term

17.1 Condition of Premises

Without limiting clause 7.1, at the expiry or earlier determination of the Term, the Tenant must yield up the Premises in a condition required by the L3C Agreement.

17.2 Removal of fixtures and fittings

Without limiting clause 7.1 but subject to clause 7.8(b), at the expiry or earlier determination of the Term, the Tenant may, and must if required by the Landlord, remove all:

- (a) Tenant's Property; and
- (b) all third party property brought onto the Premises in connection with the provision of Private Services or otherwise,

being property which is not Landlord's Property.

18. Security

The Tenant acknowledges that the security (including any bond or guarantee) provided under clause 11 of the L3C Agreement is also security for the performance of the Tenant's obligations under this Lease and that any breach of this Lease will entitle the Landlord [or Sydney Trains](#) to have recourse to the security provided under the L3C Agreement.

19. Dispute Resolution

The parties acknowledge clause 43 of the L3C Agreement which sets out the dispute resolution procedures which are to apply to disputes between the parties, including disputes arising out of or in connection with, this Lease.

20. Costs

The Tenant must promptly pay:

- (a) for everything it must do;
- (b) all registration fees;

-
- (c) the fees of professional consultants, including GST reasonably and properly incurred by the Landlord in considering whether to give any approval sought by the Tenant;
 - (d) all reasonable costs incurred by the Landlord in relation to any actual or proposed assignment or other dealing by the Tenant with its interest,
- in connection with this Lease.

21. Caveats

- (a) The Tenant must not:
 - (i) lodge a caveat on the title to the Land, except a caveat noting the Tenant's interest under this Lease (if this Lease is not registered but must be to ensure that it is enforceable against the Landlord's successors in title); or
 - (ii) allow a caveat to be lodged by a person claiming through the Tenant to remain on that title.
- (b) If the Tenant lodges a caveat permitted by clause 21(a), it must do everything necessary to permit registration of any dealing if its rights under this Lease are not diminished. The Tenant must withdraw that caveat on the earlier of registration and expiry or termination of this Lease.

22. Notices

22.1 How to give a notice

Any notice, consent or other communication under this Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the party giving it;
- (b) addressed to the party to whom it is to be given; and
- (c) either:
 - (i) subject always to clause 22.1(d), delivered or sent by registered mail (by registered airmail, if the addressee is overseas) to that party's address;
or
 - ~~(ii) ——— sent by facsimile to the party's facsimile number; or~~
 - ~~(iii)(ii)~~ (ii) if the notice does not relate to a dispute, or a Claim, in connection with this Lease, sent by email to that party's email address as a scanned attachment in Adobe PDF format.
- (d) Any notice, consent or other communication under this Lease delivered or sent by registered mail will only be effective if it is also sent by facsimile-email as per clause 22.1(c)~~(ii)(iii)~~.

22.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) in the case of prepaid express post sent to an address within Australia – on the second Business Day after the date of posting;
- (b) in the case of delivery by hand on the delivery at the address of the addressee as provided in clause 22.3; and
- (c) in the case of email at the local time (in the place of receipt of that email) that would be determined if section 13A of the Electronic Transactions Act 2000 (NSW) were to apply in respect of the email.

provided that if the communication would be taken to be received on a day which is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.

~~(a) if it is sent by mail:~~

~~(i) within Australia – 3 Business Days after posting; or~~

~~(ii) to or from a place outside Australia – 7 Business Days after posting;~~

~~(b) if it is sent by facsimile, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent; and~~

~~(c) if it is delivered or sent by email:~~

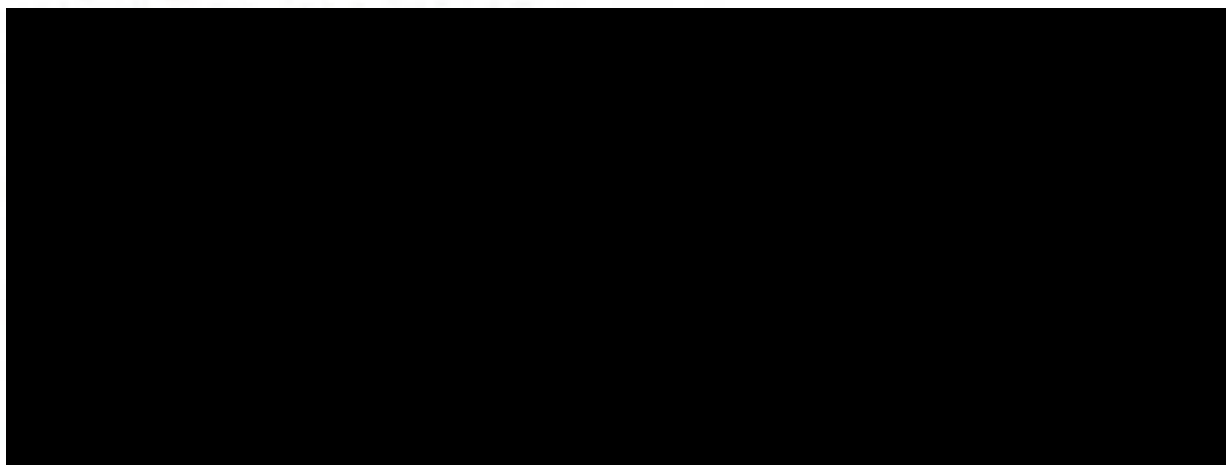
~~(i) by 5.00 pm (local time in the place of receipt) on a Business Day on that day; or~~

~~(ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day.~~

22.3 Address for notices

Each party's address and email contact details are as set out below, as the party notifies the other Party or, in the case of the Tenant, its registered office.

Landlord



Tenant





23. GST

- (a) Any reference in this clause 23 to a term defined or used in the A New Tax System (Goods and Services Tax) Act 1999 is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) The parties agree that any amount referred to in this Lease which is relevant in determining a payment to be made by one of the parties to the other is a reference to that amount expressed on a GST exclusive basis (GST exclusive consideration), unless indicated otherwise.
- (c) To the extent that GST is payable in respect of any supply made by a party (Supplier) under or in connection with this Lease, the consideration to be provided under this Lease for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST exclusive consideration (or its GST exclusive market value if applicable) multiplied by the rate of GST applicable to that supply.
- (d) Provided that the Supplier has issued a tax invoice to the recipient in respect of the Supply (Recipient), the Recipient must pay the additional amount payable under clause 23(c) to the Supplier at the same time as the GST exclusive consideration is otherwise required to be provided. If the Supplier has not issued a tax invoice prior to the time the GST exclusive consideration is payable, the Recipient must pay the additional amount under clause 23(c) to the Supplier upon receipt of a tax invoice.
- (e) Where the consideration for a supply is expressed to be GST inclusive, the Supplier must issue a tax invoice to the Recipient before the time at which that consideration is to be provided or at such other time required by this Lease.
- (f) To the extent any of the consideration for a supply made under or in connection with this Lease is non-monetary, the parties will treat the amount of non-monetary consideration as exclusive of GST and clause 27.1(c) will apply to that supply. The GST amount payable for the supply is to be paid upon receipt of a tax invoice or at such other time required by this Lease.
- (g) Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Lease, the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under clause 23(c) or otherwise included in any consideration expressed to be inclusive of GST, the amount of the difference must be paid by, refunded to or credited to the Recipient, as applicable and the Supplier must issue an adjustment note to the Recipient.
- (h) If one of the parties to this Lease is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this Lease, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified (or its representative GST group member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with clause 23(c).

24. Miscellaneous

24.1 Exclusion of statutory provisions

The covenants powers and provisions implied in leases by virtue of sections 84, 85 and 86 of the Conveyancing Act 1919 (NSW) do not apply to this Lease.

24.2 Application of legislation

To the extent permitted by Law, the application to this Lease of any moratorium or other Act, ordinance or the like, whether state or federal, having the effect of extending the Term, reducing or postponing the payment of rent or otherwise affecting the operation of this Lease is expressly excluded.

24.3 Tenant to recognise superior or concurrent interest

The Tenant must permit any person having any interest in the Premises superior to or concurrent with the Landlord to exercise or perform that person's or the Landlord's rights and obligations under this Lease.

24.4 Party other than Landlord entitled to rents

If a person other than the Landlord becomes entitled to receive the Rent either by operation of Law or otherwise, the Tenant must allow that person the benefit of all covenants and agreements on the part of the Tenant under this Lease. The Tenant, at the cost of the Landlord, must enter into any covenants with that other person as the Landlord may reasonably require.

24.5 Tenant assumes risk

If the Tenant is required or authorised under this Lease to do any act, that act is, unless this Lease expressly provides otherwise, at the sole risk and expense of the Tenant.

24.6 Landlord's statement prima facie evidence

In the absence of manifest error on its face, any statement by the Landlord or the Landlord's agent certifying the amount payable by the Tenant under any of the provisions of this Lease is prima facie evidence of the amount payable.

24.7 Tenant's Associates

The Tenant must ensure that the Tenant's Associates do not cause the Tenant to breach its obligations under this Lease. Any act or omission by the Tenant's Associates in connection with the Premises or the Land is taken to be an act or omission of the Tenant.

24.8 Entire agreement

This Lease (read in conjunction with the other L3C Transaction Documents):

- (a) records the entire agreement between the parties; and
- (b) supersedes all previous negotiations, understandings, representations and agreements,

in relation to the subject matter of this Lease.

24.9 Governing Law

This Lease is governed by the Laws of New South Wales. The parties submit to the jurisdiction of its courts.

24.10 No waiver

The following provisions apply in respect of waiving rights under this Lease:

- (a) a party does not waive a right or remedy in connection with this Lease if it: fails to exercise its right or remedy;
 - (i) only partially exercises the rights or remedy; or
 - (ii) delays in exercising the right or remedy;
- (b) a party which exercises a single right or remedy or partially exercises a right or remedy maintains its right to:
 - (i) further exercise the right or remedy; or
 - (ii) exercise another right or remedy; and
- (c) a waiver is effective only:
 - (i) to the extent that the party giving it expressly states in writing;
 - (ii) in the specific instance in which it is given; and
 - (iii) for the purpose for which it is given.

24.11 Variation

No provision of this Lease nor a right conferred by it can be varied except in writing signed by the parties.

24.12 Invalidity

The following provisions apply in respect of reading down or severing the provisions of this Lease:

- (a) a word or provision must be read down if:
 - (i) the Lease or provision is void, voidable, or unenforceable if it is not read down; and
 - (ii) the word or provision is capable of being read down;
- (b) a word or provision must be severed if, despite the operation of clause 24.12(a), the Lease or provision is void, voidable or unenforceable if the word or provision is not severed; and
- (c) the remainder of this Lease has full effect even if clause 24.12(b) applies.

24.13 Further Assurance

Each party must do everything necessary, or reasonably required, by another party, to give effect to this Lease and the transactions contemplated by this Lease.

24.14 Business Days

If the day on or by which a person must do something under this Lease is not a Business Day, then the person must do it on or by the next Business Day.

24.15 Consents and Approvals

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

24.16 Operation of indemnities

The indemnities in this Lease:

- (a) are a continuing obligation;
- (b) constitute a separate and independent obligation of the Tenant from its other obligations in this Lease and apply despite any indulgence granted by the Landlord from time to time; and
- (c) survive termination of this Lease.

A party may recover a payment under an indemnity in this Lease before it makes any payment or incurs any expense in respect of which the indemnity is given.

EXECUTION

Executed as a deed on

2011

I certify that I am an eligible witness and that the person(s) signing opposite signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness

Signature of authorised officer

Name of witness

Authorised Officer's Name:
Signing on behalf of: **RAIL CORPORATION
NEW SOUTH WALES**

Address of witness

Authority:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **UGL UNIPART RAIL SERVICES PTY LTD**
Authority: Section 127, Corporations Act 2001 (Cth)

Signature of authorised person

Signature of authorised person

Print Name of authorised person

Office held

Electricity Supply Schedule

Electricity Supply Schedule

For assistance with this form phone (02) 89221161

Tenant Details		Tenant ID:	
Tenant's Name	UGL Unipart Rail Services Pty Ltd	Tenant's ACN	154 895 940
Tenant's billing address	Locked Bag 4, Silverwater NSW 1811		
Alternate billing address: (to be provided when the billing address is the premise receiving electricity supply or a PO Box)	Level <u>8</u> 7, 40 Miller Street, North Sydney NSW 2060		
Tenant's trading name (if different from above)			
Premise ID:	NT0001	Meter Number	383, 384, 385, 635, 636, 637 and 638
Tenant Premise Address	<u>Administration Building</u> , 1 Manchester Road, Auburn NSW 2144		

[Redacted]	[Redacted]	[Redacted]
Contact phone numbers	[Redacted]	

Contract Details

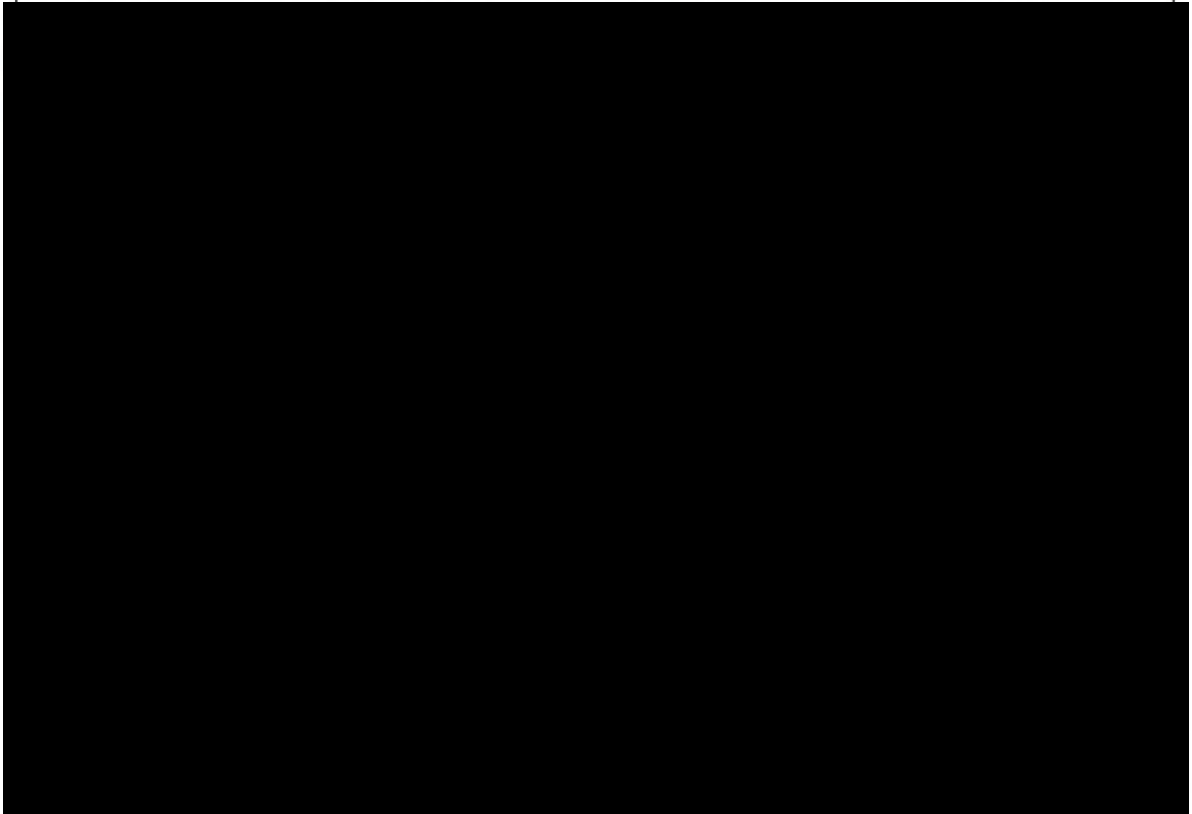
Item	
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1	<p>This Contract is for:</p> <p>(a) Connection Only (Appendix 1): <input type="checkbox"/></p> <p>(b) Retail Supply Only (Appendix 2): <input type="checkbox"/> or</p> <p>(c) Connection and Retail Supply (Appendix 1 and Appendix 2) <input checked="" type="checkbox"/></p>																														
2	Commencement date: Commencing date under the Lease																														
3.	<p>Maximum Permitted Loading (as may be amended by notice to the Tenant from time to time):</p> <table border="1" data-bbox="290 600 1430 1303"> <thead> <tr> <th data-bbox="290 600 858 698">Customer Loading Point</th> <th data-bbox="858 600 1129 698">Supply Transformer MVA</th> <th data-bbox="1129 600 1430 698">LV Max Customer Load amps/phase</th> </tr> </thead> <tbody> <tr> <td data-bbox="290 698 858 766">Component Shop 415V busbar Section 1</td> <td data-bbox="858 698 1129 766">1.0</td> <td data-bbox="1129 698 1430 766">690</td> </tr> <tr> <td data-bbox="290 766 858 833">Component Shop 415V busbar Section 2</td> <td data-bbox="858 766 1129 833">1.0</td> <td data-bbox="1129 766 1430 833">690</td> </tr> <tr> <td data-bbox="290 833 858 900">Component Shop 415V busbar Section 3</td> <td data-bbox="858 833 1129 900">1.0</td> <td data-bbox="1129 833 1430 900">690</td> </tr> <tr> <td data-bbox="290 900 858 967"></td> <td data-bbox="858 900 1129 967"></td> <td data-bbox="1129 900 1430 967"></td> </tr> <tr> <td data-bbox="290 967 858 1034">Repair Shop South 415V busbar Section 1</td> <td data-bbox="858 967 1129 1034">1.0</td> <td data-bbox="1129 967 1430 1034">690</td> </tr> <tr> <td data-bbox="290 1034 858 1102">Repair Shop South 415V busbar Section 2</td> <td data-bbox="858 1034 1129 1102">1.0</td> <td data-bbox="1129 1034 1430 1102">690</td> </tr> <tr> <td data-bbox="290 1102 858 1169">Repair Shop South 415V busbar Section 3</td> <td data-bbox="858 1102 1129 1169">1.0</td> <td data-bbox="1129 1102 1430 1169">690</td> </tr> <tr> <td data-bbox="290 1169 858 1236"></td> <td data-bbox="858 1169 1129 1236"></td> <td data-bbox="1129 1169 1430 1236"></td> </tr> <tr> <td data-bbox="290 1236 858 1303">Component Changeout 415V busbar</td> <td data-bbox="858 1236 1129 1303">0.5</td> <td data-bbox="1129 1236 1430 1303">520</td> </tr> </tbody> </table>	Customer Loading Point	Supply Transformer MVA	LV Max Customer Load amps/phase	Component Shop 415V busbar Section 1	1.0	690	Component Shop 415V busbar Section 2	1.0	690	Component Shop 415V busbar Section 3	1.0	690				Repair Shop South 415V busbar Section 1	1.0	690	Repair Shop South 415V busbar Section 2	1.0	690	Repair Shop South 415V busbar Section 3	1.0	690				Component Changeout 415V busbar	0.5	520
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4.	Invoicing period: Monthly																														
5.	Detailed terms of the Contract are as set out in Appendix 1 and Appendix 2 (as applicable)																														

6.

(a) Network Prices (Appendix 1) (as may be amended by notice to the Tenant from time to time):

Subject to clause 5.2 of Appendix 1, ~~RailCorp's~~ Sydney Trains' charges in respect of Appendix 1 are incorporated in the Retail Prices in (b) below.



Terms for Connection Services

This Appendix 1 only applies where indicated as applicable at Item 1 of the Electricity Supply Schedule.

<p>Recitals</p>	<p>1</p>	<p>This Appendix sets out the terms on which RailCorpSydney Trains agrees to connect the Premises to RailCorpSydney Trains's Distribution System.</p>
<p>Definitions and Interpretation</p>	<p>2</p>	<p>(a) The definitions set out in clause 1.1 of the Lease apply to this Appendix, subject to the definitions set out in clause 12 (Definitions) of this Appendix. To the extent of any inconsistency, the definitions in this Appendix prevail.</p> <p>(b) The rules of interpretation set out in clause 1.2 of the Lease apply to this Appendix and this Appendix otherwise forms part of the Lease.</p>
<p>Connection Services</p>	<p>3</p>	<p>(a) Subject to the terms and conditions of this Appendix, RailCorpSydney Trains must connect the Premises to RailCorpSydney Trains's Distribution System for the duration of the Term of the Lease.</p> <p>(b) This obligation is subject to interruptions in availability, and fluctuations and other disturbances that may affect the quality or quantity of supply, irrespective of their cause.</p> <p>(c) So far as the law allows, RailCorpSydney Trains is not liable for any loss or damage the Tenant or any other person suffers or incurs in relation to anything done or not done or supplied or not supplied by RailCorpSydney Trains under this Appendix. In particular, but without limitation, RailCorpSydney Trains is not liable for loss or damage caused by any partial or permanent interruption or variation to supply or as a result of any characteristic or quality of the electricity supplied (such as voltage, frequency or level of harmonic voltage).</p> <p>(d) The Tenant acknowledges that RailCorpSydney Trains's obligations under this Appendix are conditional on, and subject to, the Capacity of RailCorpSydney Trains's Distribution System or any Distribution System to which RailCorpSydney Trains is connected.</p> <p>(e) The Tenant acknowledges that it is aware that RailCorpSydney Trains's Distribution System to which the Premises are connected was designed to service rail operations and may have higher harmonic voltages voltage flicker, transients, voltage unbalance, voltage sags and voltage unbalance than is ordinarily found in public retail electricity networks. Some electrical equipment may be sensitive to the power quality environment provided by RailCorpSydney Trains, including, without limitation as to the voltage matters identified above, and the Tenant must take all steps to ensure that its equipment will not be damaged in this environment.</p> <p>(f) Except to the extent required by law, RailCorpSydney Trains makes no representations or warranties about the quality, safety of or title to, the services supplied by RailCorpSydney Trains</p>

		under this Appendix.
Maximum Permitted Loading	4	<p>(a) The Tenant must not, at any time, exceed the Maximum Permitted Loading set out in Item 3 of the Electricity Supply Schedule.</p> <p>(b) The Tenant must not install any new equipment or make any changes to the Premises which may increase the Tenant's loading requirements above the Maximum Permitted Loading unless RailCorpSydney Trains has approved an increase in the Maximum Permitted Loading (which RailCorpSydney Trains may do at its sole discretion and subject to agreement as to any additional costs).</p>
Charges	5	<p>5.1 Liability and invoicing</p> <p>(a) RailCorpSydney Trains will invoice the Tenant for charges for services provided under this Appendix at the tariffs and rates set out in the Network Prices (subject to the variations contemplated in clause 5.2).</p> <p>(b) The prices stated in the Network Prices are exclusive of GST. GST on each supply will be determined by multiplying the total cost based on the Network Prices by the applicable GST rate.</p> <p>5.2 Variation of Charges</p> <p>(a) RailCorpSydney Trains may amend its charges under this Appendix at any time, but must not at any time charge a rate higher than that permitted by any applicable law, the Rules, RailCorp's Network Service Provider Exemption, or under the market operation(s) rules.</p> <p>(b) Without limiting clause 5.2(a), RailCorpSydney Trains may adjust the charges under this Appendix by an amount reasonably reflecting, in full or in part, any increase in the direct or indirect cost to it in providing the services under this Appendix as a result of an Increased Costs Event (unless RailCorpSydney Trains is prohibited by any law, the Rules, RailCorp's Network Service Provider Exemption or under the market operation(s) rules applying at that time from recovering that amount from the Tenant).</p>
Invoicing	6	<p>(a) At the end of an initial invoice period determined by RailCorpSydney Trains and thereafter at the end of each invoice period nominated in Item 4 of the Electricity Supply Schedule, RailCorpSydney Trains will issue the Tenant with an invoice for the charges (plus GST) payable under this Appendix in relation to the preceding invoice period.</p> <p>(b) The Tenant must pay RailCorpSydney Trains the amount invoiced (including GST) within 21 days of the invoice date and pay interest at the rate of 12% per annum calculated daily on any unpaid invoice from the date the invoice becomes overdue to the date it is actually paid (both dates inclusive).</p>
Interruption and Disconnection	7	<p>(a) RailCorpSydney Trains may take such steps as it reasonably considers necessary to limit or interrupt the delivery of electricity to the Premises if RailCorpSydney Trains reasonably believes that those steps are necessary so as to avoid an Emergency or to prevent the Tenant exceeding the lesser of the Maximum Permitted Loading or the Capacity of RailCorpSydney Trains's</p>

	<p>Distribution System from time to time.</p> <p>(b) Subject to any notice or other requirements imposed on RailCorpSydney Trains under any law, the Rules, RailCorp's Network Service Provider Exemption or under the market operation(s) rules, RailCorpSydney Trains may refuse to connect the Premises or may disconnect the Premises from RailCorpSydney Trains's Distribution System, if any of the following occur:</p> <p>(i) [Unpaid Amounts] the Tenant has failed to pay any amount owed by it under this Appendix 1, or under Appendix 2, by the due date for payment and RailCorpSydney Trains has provided at least 7 days' notice of that default to the Tenant;</p> <p>(ii) [Breach] the Tenant has breached any other provision of this Appendix, or any provision of the Lease or the Access Licence and has not remedied that breach within any reasonable period notified by RailCorpSydney Trains;</p> <p>(iii) [Refuse Access] the Tenant fails to give an authorised officer of RailCorpSydney Trains access to the Premises when the Tenant was required to under the Lease, the Access Licence or under the Act, the Regulation, the Electricity (Consumer Safety) Act 2004 (NSW), the Electricity Supply (Safety and Network Management) Regulation 2008 (NSW) or any plans established by RailCorpSydney Trains under that regulation; or</p> <p>(iv) [Obstruction] the Tenant or someone acting with the Tenant's authority obstructs an authorised officer of RailCorpSydney Trains who is carrying out his or her functions under the Act, the Regulation, the Electricity (Consumer Safety) Act 2004 (NSW), the Electricity Supply (Safety and Network Management) Regulation 2008 (NSW) or any plans established by RailCorpSydney Trains under that regulation.</p> <p>(c) Any refusal to connect or disconnection under this clause 7 does not, of itself, constitute termination of this Appendix in respect of the Premises, and will not prevent RailCorpSydney Trains from exercising any other rights it may have under this Appendix.</p> <p>(d) RailCorpSydney Trains's rights under this clause 7 are in addition to RailCorpSydney Trains's rights:</p> <p>(i) to refuse to connect or to disconnect the Premises under the Act, the Regulation, the Electricity (Consumer Safety) Act 2004 (NSW), the Electricity Supply (Safety and Network Management) Regulation 2008 (NSW) and any plans established by RailCorpSydney Trains under that regulation; and</p> <p>(ii) under any other contract the Tenant has with RailCorpSydney Trains.</p>
<p>Access and Equipment</p> <p style="text-align: right;">8</p>	<p>The Tenant must do each of the following:</p> <p>(a) Allow immediate access to its Premises for persons authorised by RailCorpSydney Trains for any purpose connected with this Appendix, or in accordance with the Lease or the Access Licence (including for the purposes of reading any meters), or in circumstances considered by RailCorpSydney Trains to be an</p>

		<p>Emergency.</p> <p>(b) Use electricity safely and comply with all applicable laws and standards including any directions given by RailCorpSydney Trains.</p> <p>(c) Ensure that all electrical installation and maintenance work is undertaken by a qualified licensed electrician and that all such work is carried out to acceptable industry standards and so as to meet specific requirements notified by RailCorpSydney Trains. The Tenant must ensure that its electrical contractor is made aware of this Appendix and the Lease and any applicable requirements of RailCorpSydney Trains.</p> <p>(d) Notify RailCorpSydney Trains of all electrical work on the Premises. Except in the case of an Emergency, where the Tenant requires RailCorpSydney Trains to temporarily discontinue supply to the Premises, reasonable prior written notice must be given by the Tenant to RailCorpSydney Trains.</p> <p>(e) Not tamper with or in any way bypass any metering device.</p> <p>(f) Install service equipment (including meters, service lines, sealing devices, transformers or switchgear) at its own cost, if directed to do so by RailCorpSydney Trains. The Tenant must pay the costs of installing and maintaining any service equipment RailCorpSydney Trains considers necessary for the purpose of metering the Tenant's electricity usage.</p>
Termination	9	<p>(a) This Appendix will automatically terminate on termination of the Lease.</p> <p>(b) Either party may terminate this Appendix (irrespective of whether or not the Lease is terminated) by written notice to the other party:</p> <ul style="list-style-type: none"> (i) if an Insolvency Event occurs in respect of the other party; (ii) if the other party breaches any of its material obligations under this Appendix and the breach is not remedied within 7 days of receipt of a notice to remedy that breach; or (iii) if the other party breaches any of its material obligations under this Appendix which cannot be remedied. <p>(c) The Tenant may terminate this Appendix at any time on giving 30 days written notice to RailCorpSydney Trains, provided that the Tenant has entered into a substitute connection agreement for the Premises with a third party on terms acceptable to RailCorpSydney Trains.</p> <p>(d) Subject to any requirements imposed on RailCorpSydney Trains under any law, the Rules, RailCorpSydney Trains's Network Service Provider Exemption or under the market operation(s) rules, RailCorpSydney Trains may terminate this Appendix at any time on giving 30 days written notice to the Tenant.</p> <p>(e) For the avoidance of doubt, termination of this Appendix (other than termination under clause 9(a)) will not affect the ongoing rights and obligations of the parties under the Lease.</p>
Set Off	10	<p>RailCorpSydney Trains may set off:</p> <p>(a) any amount due by RailCorpSydney Trains to the Tenant under the Lease, the Access Licence or the L3C Agreement; or</p> <p>(b) any bond provided by the Tenant under the Lease, the Access</p>

		Licence or the L3C Agreement, against any amount due by the Tenant to RailCorpSydney Trains under this Appendix.
Amendments	11	<p>(a) This Appendix may be amended by RailCorpSydney Trains by written notice to the Tenant where that amendment is required:</p> <ul style="list-style-type: none"> (i) as a result of a change to an Energy Law or a change to the interpretation or effect of an Energy Law; (ii) in order to accommodate any change to RailCorpSydney Trains's Distribution System; or (iii) as a result of a change in circumstances affecting RailCorpSydney Trains's ability to perform its obligations under this Appendix. <p>(b) Subject to paragraph (a) and except as otherwise expressly set out in this Appendix, this Appendix may only be amended by agreement in writing executed by both parties.</p>
Definitions	12	<p>The following definitions apply in this Appendix:</p> <p>Act means the Electricity Supply Act 1995 (NSW).</p> <p>AEMO means the Australian Energy Market Operator Limited, being the company which operates and administers the National Market, or any successor or replacement body which exercises that function.</p> <p>Capacity of RailCorpSydney Trains's Distribution System means at any time, the actual power transfer capability of RailCorpSydney Trains's Distribution System to deliver electricity power to the Premises as determined by AEMO or RailCorpSydney Trains (as the case may be) in accordance with the requirements of this Agreement and the Rules.</p> <p>Distribution System has the meaning given to that term in the Act.</p> <p>Emergency means the actual or imminent occurrence of an event which in any way poses or has the potential to pose a threat to the safety of persons, hazard to any equipment or property or a threat to Power System Security.</p> <p>Energy Law means any statute, regulation, code, rules, direction, mandatory guideline, licence condition or other regulatory instrument which governs or affects any one or more of the price of electricity, the cost to RailCorpSydney Trains of purchasing or selling electricity, the delivery of electricity through RailCorpSydney Trains's Distribution System, the sale of electricity to the Tenant or the electricity industry generally.</p> <p>Increased Costs Event means where</p> <ul style="list-style-type: none"> (a) a new Tax is imposed or the basis for imposing or calculating any Tax changes; (b) RailCorpSydney Trains incurs any liability, cost or reduction in benefit due to or arising from the introduction of, or a change to an Energy Law or a change to the interpretation or effect of an Energy Law; (c) AEMO or any other regulator becomes entitled pursuant to an Energy Law to levy or recover any charges, costs or other imposts; (d) any event which constitutes an event of force majeure under a

- Third Party Contract to which [RailCorpSydney Trains](#) is a party occurs in relation to any party to that Third Party Contract; or
- (e) [RailCorpSydney Trains](#) incurs a liability, cost or reduction in benefit pursuant to a Third Party Contract in circumstances contemplated by that Third Party Contract relating to:
- (i) Taxes;
 - (ii) participation in the National Market;
 - (iii) the principles upon which use of system fees relating to the use of transmission or distribution systems are allocated; or
 - (iv) a change to or introduction of an Energy Law or a change to the interpretation or effect of an Energy Law.

Insolvency Event includes the appointment of an administrator or receiver, voluntary administration, compromise, arrangement, official management, winding-up, dissolution, cessation of business, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy or any similar procedure.

Maximum Permitted Loading means the loading for the relevant supply point set out in Item 3 of the Electricity Supply Schedule or as amended by notice from [RailCorpSydney Trains](#) to the Tenant from time to time.

National Market means any market for wholesale trading in electricity operated under the Rules.

National Electricity Law means the National Electricity Law set out in the Schedule to the National Electricity (South Australia) Act 1996 (SA), as in force for the time being in New South Wales pursuant to the National Electricity (New South Wales) Act 1997 (NSW).

Network Prices means the prices set out in Item 6(a) of the Electricity Supply Schedule or otherwise as amended by notice from [RailCorpSydney Trains](#) to the Tenant from time to time.

Network Service Provider means the person whose Distribution System distributes electricity to the Premises from time to time.

Power System Security has the meaning given to that term in the Rules.

Premises means each of the Premises set out in the Electricity Supply Schedule.

Regulation means the Electricity Supply (General) Regulation 2001 (NSW).

RailCorp's Network Service Provider Exemption means the exemption in place in respect of RailCorp's distribution network which may be downloaded from [http://www.aer.gov.au/content/item.phtml?itemId=692127&nodeId=34ff49d31527c7de370f5d76c24968d3&fn=AER%20Letter%20to%20MinterEllison%20\(19%20December%202005\).PDF](http://www.aer.gov.au/content/item.phtml?itemId=692127&nodeId=34ff49d31527c7de370f5d76c24968d3&fn=AER%20Letter%20to%20MinterEllison%20(19%20December%202005).PDF), and includes a reference to any amended, replaced or new exemption in respect of the same matters that may subsequently be granted to [RailCorpSydney Trains](#) or [RailCorp](#).

Rules means the National Electricity Rules established under the National Electricity Law.

Taxes means any taxes, levies, imposts, deductions, charges,

	<p>withholdings or duties, other than income tax, fines or penalties.</p> <p>Third Party Contract means a contract that has the purpose or effect of hedging the costs of acquiring electricity in the National Market, including contracts with a party that is not the entity of which the Lease is executed under.</p>
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Appendix 2

Terms for Retail Electricity

This Appendix 2 only applies where indicated as applicable at Item 1 of the Electricity Supply Schedule.

Recitals	1	This Appendix sets out the terms on which RailCorpSydney Trains agrees to sell electricity to the Tenant at the Premises.
Definitions and Interpretation	2	<p>(a) The definitions set out in clause 1.1 of the Lease apply to this Appendix, subject to the definitions set out in clause 12 (Definitions) of this Appendix. To the extent of any inconsistency, the definitions in this Appendix prevail.</p> <p>(b) The rules of interpretation set out in clause 1.2 of the Lease apply to this Appendix and this Appendix otherwise forms part of the Lease.</p>
Sale and Purchase of Electricity	3	<p>(a) RailCorpSydney Trains agrees to sell to the Tenant and the Tenant agrees to purchase from RailCorpSydney Trains, electricity supplied to the Premises from RailCorpSydney Trains's Distribution System for the duration of the Term of the Lease, in accordance with the terms of this Appendix.</p> <p>(b) This obligation is subject to interruptions in availability, and fluctuations and other disturbances that may affect the quality or quantity of supply, irrespective of their cause.</p> <p>(c) So far as the law allows, RailCorpSydney Trains is not liable for any loss or damage the Tenant or any other person suffers or incurs in relation to anything done or not done or supplied or not supplied by RailCorpSydney Trains under this Appendix. In particular, but without limitation, RailCorpSydney Trains is not liable for loss or damage caused by any partial or permanent interruption or variation to supply or as a result of any characteristic or quality of the electricity supplied (such as voltage, frequency or level of harmonic voltage).</p> <p>(d) The Tenant acknowledges that RailCorpSydney Trains's obligations under this Appendix are conditional on, and subject to, the Capacity of RailCorpSydney Trains's Distribution System or any Distribution System to which RailCorpSydney Trains is connected.</p> <p>(e) The Tenant acknowledges that it is aware that RailCorpSydney Trains's Distribution System to which the Premises are connected was designed to service rail operations and may have higher harmonic voltages than is ordinarily found in retailed electricity. Some equipment may be sensitive to harmonic voltages and the Tenant must take all steps to ensure that its equipment will not be damaged as a result of such harmonic voltages.</p> <p>(f) Except to the extent required by law, RailCorpSydney Trains makes no representations or warranties about the quality, safety of or title to, the services or electricity supplied by RailCorpSydney Trains under this Appendix.</p>
Maximum Permitted Loading	4	<p>(a) The Tenant must not, at any time, exceed the Maximum Permitted Loading set out in Item 3 of the Electricity Supply Schedule.</p> <p>(b) The Tenant must not install any new equipment or make any</p>

		<p>changes to the Premises which may increase the Tenant's loading requirements above the Maximum Permitted Loading unless RailCorpSydney Trains has approved an increase in the Maximum Permitted Loading (which RailCorpSydney Trains may do at its sole discretion and subject to agreement as to any additional costs).</p>
Charges	5	<p>5.1 Retail Electricity</p> <p>(a) The Tenant will pay RailCorpSydney Trains the charges for electricity supplied by RailCorpSydney Trains during the Term of the Lease:</p> <div style="background-color: black; width: 100%; height: 150px; margin: 10px 0;"></div> <p>(b) The prices stated in the Retail Prices are exclusive of GST. GST on each supply will be determined by multiplying the total cost based on the relevant document by the applicable GST rate.</p> <p>5.2 Variation of charges</p> <p>(a) RailCorpSydney Trains may amend its charges under this Appendix at any time, but must not at any time charge a rate higher than that permitted by any applicable law, the Rules, RailCorp's Network Service Provider Exemption, or under the market operation(s) rules.</p> <p>(b) Without limiting clause 5.2(a), RailCorpSydney Trains may adjust the charges under this Appendix by an amount reasonably reflecting, in full or in part, any increase in the direct or indirect cost to it in purchasing or selling or agreeing to sell the Tenant electricity or providing the services under this Appendix as a result of an Increased Costs Event (unless RailCorpSydney Trains is prohibited by any law, the Rules, RailCorp's Network Service Provider Exemption or under the market operation(s) rules applying at that time from recovering that amount from the Tenant).</p>
Invoicing	6	<p>(a) At the end of an initial invoice period determined by RailCorpSydney Trains and thereafter at the end of each invoice period nominated in Item 4 of the Electricity Supply Schedule, RailCorpSydney Trains will issue the Tenant with an invoice for charges for its metered usage of electricity during the preceding invoice period.</p> <p>(b) If a meter at the Premises cannot be read or is faulty, RailCorpSydney Trains may make a reasonable estimate of the electricity consumption at the Premises and invoice the Tenant for charges for that estimated consumption.</p> <p>(c) The Tenant must pay RailCorpSydney Trains the amount invoiced (including GST) within 21 days of the invoice date and pay interest at the rate of 12% per annum calculated daily on any</p>

	unpaid invoice from the date the invoice becomes overdue to the date it is actually paid (both dates inclusive).
Interruption and Disconnection	<p style="text-align: right;">7</p> <p>(a) Sydney Trains RailCorp may take such steps as it reasonably considers necessary to limit or interrupt the delivery of electricity to the Premises if RailCorp Sydney Trains reasonably believes that those steps are necessary so as to avoid an Emergency or to prevent the Tenant exceeding the lesser of the Maximum Permitted Loading or the Capacity of RailCorp Sydney Trains's Distribution System from time to time.</p> <p>(b) Subject to any notice or other requirements imposed on RailCorp Sydney Trains under any law, the Rules, RailCorp's Network Service Provider Exemption or under the market operation(s) rules, RailCorp Sydney Trains may refuse to sell electricity to the Tenant and may request the Network Service Provider to disconnect the Premises from RailCorp Sydney Trains's Distribution System, if any of the following occur:</p> <ul style="list-style-type: none"> (i) [Unpaid Amounts] the Tenant has failed to pay any amount owed by it under this Appendix by the due date for payment and RailCorp Sydney Trains has provided at least 7 days' notice of that default to the Tenant; (ii) [Breach] the Tenant has breached any other provision of this Appendix, or any provision of the Lease or the Access Licence and has not remedied that breach within any reasonable period notified by RailCorp Sydney Trains; (iii) [Refuse Access] the Tenant fails to give an authorised officer of RailCorp Sydney Trains access to the Premises when the Tenant was required to under the Lease, the Access Licence or under the Act, the Regulation, the Electricity (Consumer Safety) Act 2004 (NSW), the Electricity Supply (Safety and Network Management) Regulation 2008 (NSW) or any plans established by RailCorp Sydney Trains under that regulation; or (iv) [Obstruction] the Tenant or someone acting with the Tenant's authority obstructs an authorised officer of RailCorp Sydney Trains who is carrying out his or her functions under the Act, the Regulation, the Electricity (Consumer Safety) Act 2004 (NSW), the Electricity Supply (Safety and Network Management) Regulation 2008 (NSW) or any plans established by RailCorp Sydney Trains under that regulation. <p>(c) Any suspension of sale or a disconnection under this clause 7 does not, of itself, constitute termination of this Appendix in respect of the Premises, and will not prevent RailCorp Sydney Trains from exercising any other rights it may have under this Appendix.</p> <p>(d) RailCorp Sydney Trains's rights under this clause 7 are in addition to RailCorp Sydney Trains's rights:</p> <ul style="list-style-type: none"> (i) to refuse to sell or to request a disconnection of the Premises under the Act, the Regulation, the Electricity (Consumer Safety) Act 2004 (NSW), the Electricity Supply (Safety and Network Management) Regulation 2008 (NSW) and any plans established by RailCorp Sydney Trains under that regulation; and (ii) under any other contract the Tenant has with

		RailCorpSydney Trains.
Access and Equipment	8	<p>The Tenant must do each of the following:</p> <ul style="list-style-type: none"> (a) Allow immediate access to its Premises for persons authorised by RailCorpSydney Trains for any purpose connected with this Appendix, or in accordance with the Lease or the Access Licence (including for the purposes of reading any meters), or in circumstances considered by RailCorpSydney Trains to be an Emergency. (b) Use electricity safely and comply with all applicable laws and standards including any directions given by RailCorpSydney Trains. (c) Ensure that all electrical installation and maintenance work is undertaken by a qualified licensed electrician and that all such work is carried out to acceptable industry standards and so as to meet specific requirements notified by RailCorpSydney Trains. The Tenant must ensure that its electrical contractor is made aware of this Appendix and the Lease and any applicable requirements of RailCorpSydney Trains. (d) Notify RailCorpSydney Trains of all electrical work on the Premises. Except in the case of an Emergency, where the Tenant requires RailCorpSydney Trains to temporarily discontinue supply to the Premises, reasonable prior written notice must be given by the Tenant to RailCorpSydney Trains. (e) Not tamper with or in any way bypass any metering device. (f) Install service equipment (including meters, service lines, sealing devices, transformers or switchgear) at its own cost, if directed to do so by RailCorpSydney Trains. The Tenant must pay the costs of installing and maintaining any service equipment RailCorpSydney Trains considers necessary for the purpose of metering the Tenant's electricity usage.
Termination	9	<ul style="list-style-type: none"> (a) This Appendix will automatically terminate on termination of the Lease or termination of any connection services contract with the Network Service Provider for connection of the Premises. (b) Either party may terminate this Appendix (irrespective of whether or not the Lease is terminated) by written notice to the other party: <ul style="list-style-type: none"> (i) if an Insolvency Event occurs in respect of the other party; (ii) if the other party breaches any of its material obligations under this Appendix and the breach is not remedied within 7 days of receipt of a notice to remedy that breach; or (iii) if the other party breaches any of its material obligations under this Appendix which cannot be remedied. (c) The Tenant may terminate this Appendix at any time on giving 30 days written notice to RailCorpSydney Trains. provided that the Tenant has entered into a substitute electricity sale agreement for the Premises with a third party on terms acceptable to RailCorpSydney Trains. (d) RailCorpSydney Trains may terminate this Appendix at any time on giving 30 days written notice to the Tenant. (e) For the avoidance of doubt, termination of this Appendix (other than termination under clause 9(a)) will not affect the ongoing

		rights and obligations of the parties under the Lease.
Set Off	10	<p>RailCorpSydney Trains may set off:</p> <p>(a) any amount due by RailCorpSydney Trains to the Tenant under the Lease, the Access Licence or the L3C Agreement; or</p> <p>(b) any bond provided by the Tenant under the Lease, the Access Licence or the L3C Agreement,</p> <p>against any amount due by the Tenant to RailCorpSydney Trains under this Appendix.</p>
Amendments	11	<p>(a) This Appendix may be amended by RailCorpSydney Trains by written notice to the Tenant where that amendment is required:</p> <p>(i) as a result of a change to an Energy Law or a change to the interpretation or effect of an Energy Law;</p> <p>(ii) in order to accommodate any change to RailCorpSydney Trains's Distribution System: or</p> <p>(iii) as a result of a change in circumstances affecting RailCorpSydney Trains's ability to perform its obligations under this Appendix.</p> <p>(b) Subject to paragraph (a) and except as otherwise expressly set out in this Appendix, this Appendix may only be amended by agreement in writing executed by both parties.</p>
Definitions	12	<p>The following definitions apply in this Appendix:</p> <p>Act means the Electricity Supply Act 1995 (NSW).</p> <p>AEMO means the Australian Energy Market Operator Limited, being the company which operates and administers the National Market, or any successor or replacement body which exercises that function.</p> <p>Capacity of RailCorpSydney Trains's Distribution System means at any time, the actual power transfer capability of RailCorpSydney Trains's Distribution System to deliver electricity power to the Premises as determined by AEMO or RailCorpSydney Trains (as the case may be) in accordance with the requirements of this Agreement and the Rules.</p> <p>Distribution System has the meaning given to that term in the Act.</p> <p>Emergency means the actual or imminent occurrence of an event which in any way poses or has the potential to pose a threat to the safety of persons, hazard to any equipment or property or a threat to Power System Security.</p> <p>Energy Law means any statute, regulation, code, rules, direction, mandatory guideline, licence condition or other regulatory instrument which governs or affects any one or more of the price of electricity, the cost to RailCorpSydney Trains of purchasing or selling electricity, the delivery of electricity through RailCorpSydney Trains's Distribution System, the sale of electricity to the Tenant or the electricity industry generally.</p> <p>Increased Costs Event means where:</p> <p>(a) a new Tax is imposed or the basis for imposing or calculating any Tax changes;</p> <p>(b) RailCorpSydney Trains incurs any liability, cost or reduction in</p>

	<p>benefit due to or arising from the introduction of, or a change to an Energy Law or a change to the interpretation or effect of an Energy Law;</p> <p>(c) AEMO or any other regulator becomes entitled pursuant to an Energy Law to levy or recover any charges, costs or other imposts;</p> <p>(d) any event which constitutes an event of force majeure under a Third Party Contract to which RailCorpSydney Trains is a party occurs in relation to any party to that Third Party Contract; or</p> <p>(e) RailCorpSydney Trains incurs a liability, cost or reduction in benefit pursuant to a Third Party Contract in circumstances contemplated by that Third Party Contract relating to:</p> <ul style="list-style-type: none"> (i) Taxes; (ii) participation in the National Market; (iii) the principles upon which use of system fees relating to the use of transmission or distribution systems are allocated; or (iv) a change to or introduction of an Energy Law or a change to the interpretation or effect of an Energy Law. <p>Insolvency Event includes the appointment of an administrator or receiver, voluntary administration, compromise, arrangement, official management, winding-up, dissolution, cessation of business, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy or any similar procedure.</p> <p>Maximum Permitted Loading means the loading for the relevant supply point set out in Item 3 of the Electricity Supply Schedule or as amended by notice from RailCorpSydney Trains to the Tenant from time to time.</p> <p>National Electricity Law means the National Electricity Law set out in the Schedule to the National Electricity (South Australia) Act 1996 (SA), as in force for the time being in New South Wales pursuant to the National Electricity (New South Wales) Act 1997 (NSW).</p> <p>National Market means any market for wholesale trading in electricity operated under the Rules.</p> <p>Network Service Provider means the person whose Distribution System distributes electricity to the Premises from time to time.</p> <p>Power System Security has the meaning given to that term in the Rules.</p> <p>Premises means each of the Premises set out in the Electricity Supply Schedule.</p> <p>Regulation means the Electricity Supply (General) Regulation 2001 (NSW).</p> <p>RailCorp's Network Service Provider Exemption means the exemption in place in respect of RailCorp's distribution network which may be downloaded from http://www.aer.gov.au/content/item.phtml?itemId=692127&nodeId=34ff49d31527c7de370f5d76c24968d3&fn=AER%20Letter%20to%20MinterEllison%20(19%20December%202005).PDF, and includes a</p>
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reference to any amended, replaced or new exemption in respect of the same matters that may subsequently be granted to [RailCorp Sydney Trains or RailCorp](#).

Retail Prices means the prices set out in Item 6(b) of the Electricity Supply Schedule.

Rules means the National Electricity Rules established under the National Electricity Law.

Taxes means any taxes, levies, imposts, deductions, charges, withholdings or duties, other than income tax, fines or penalties.

Third Party Contract means a contract that has the purpose or effect of hedging the costs of acquiring electricity in the National Market, including contracts with a party that is not the entity of which the Lease is executed under.

Deed of Access Licence

UGL Unipart Rail Services Pty Ltd
ACN 154 895 940

~~Rail Corporation New South Wales~~ Sydney Trains
ABN ~~38 284 779 68259-325-778-353~~

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KEY DETAILS

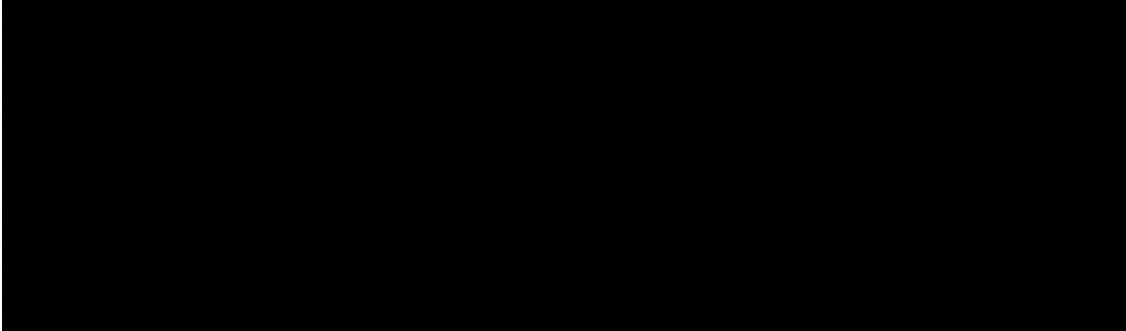
1 Date

2 Parties

Licensors

Name UGL Unipart Rail Services Pty Ltd

ACN 154 895 940

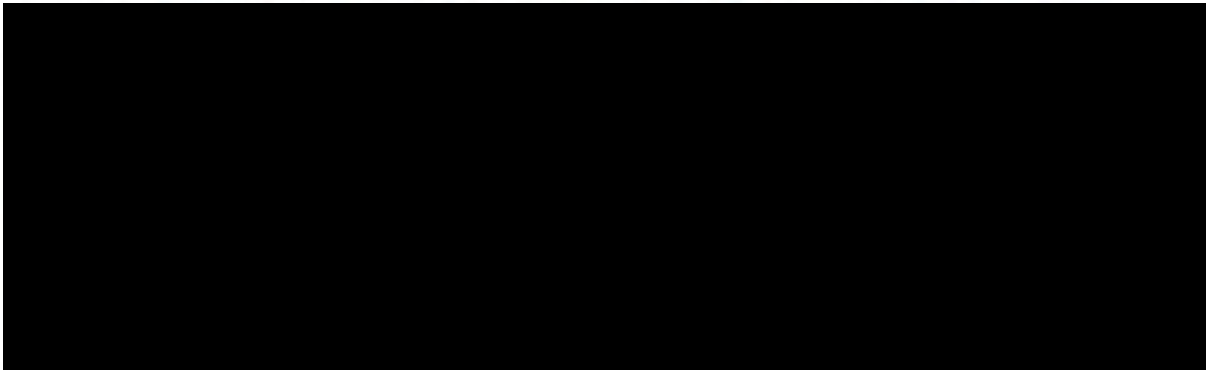


Licensee

Name ~~Rail Corporation New South Wales~~ [Sydney Trains](#)

ABN ~~38 284 779 68259 325 778 353~~

being a New South Wales Government agency constituted by the Transport Administration Act 1988 (NSW)



BACKGROUND

- A The Licensee's principal objective is to deliver safe and reliable passenger services in New South Wales in an efficient, effective and financially responsible manner.
- B As a part of the delivery of safe and reliable passenger services, the Licensee requires the provision of rolling stock maintenance, logistics and purchasing services to continue on and from 1 July 2012.
- C The Licensor has agreed to provide those services under the L3C Agreement.
- D ~~The Licensee~~ [Rail Corporation New South Wales](#) has agreed to grant the Lease to the Licensor in order to allow it so provide the L3C Services.

E In consideration of the Licensee [Rail Corporation New South Wales](#) granting the Lease to the Licensor, the Licensor has agreed to grant to the Licensee a licence to enter and use parts of the Premises on the terms and conditions set out in this deed.

TERMS

1. Interpretation

1.1 Definitions

The following words have these meanings in this deed:

Access Routes means the routes across the Land reasonably required to access any part of the Temporary Licensed Area and the Office Area from the boundary of the Land.

Associate means, in relation to a person, any Related Body Corporate of that person and any officer, employee, agent, contractor, consultant, nominee, licensee, invitee or advisor of that person or that Related Body Corporate and:

- (a) in the case of the Licensor, includes the Subcontractors, and their respective Associates (but does not include the Licensee or any of its Associates); and
- (b) in the case of the Licensee does not include the Licensor or its Associates.

Authority means any government or government department, local government, council, government or statutory authority, administrative or judicial body or tribunal, agency, minister, statutory corporation or instrumentality or any person (whether autonomous or not) who is charged with the administration of a Law which has a right to give any consent or impose any requirements in respect to the subject matter of this deed including the Licensee in its capacity as a Government agency.

Business Day has the meaning given to that term in the L3C Agreement.

Car Park Area means the car parks, and any other area, required under a [RailCorp Sydney Trains](#) Works Program within the area shown as "30 Parking Spaces" and outlined in blue on the Plan.

Claim means any claim for payment of money (including damages):

- (a) arising out of, or in any way in connection with, this deed;
- (b) arising out of, or in any way in connection with, either party's conduct before the date of this deed;
- (c) otherwise at Law or in equity, including:
 - (i) statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution.

Commencement Date means the date the Lease commences.

Contaminated or **Contamination** has the meaning given to that term in the Lease.

Cooperation and Interface Agreement means any cooperation and interface agreement executed by the Licensee, the Licensor and a third party pursuant to the L3C Agreement.

Corporations Act means the Corporations Act 2001 (Cth).

Direction includes any approval, authorisation, decision, demand, determination, direction, instruction, notice, notification, order, permission, request or requirement.

Facilities means toilets, change room facilities, administrative and meal areas to be used by the Licensee in conjunction with its use of the Project Shop which are shown as "Project Office" and outlined in blue on the Plan.

Hazardous Materials has the meaning given to that term in the Lease. High Voltage Services has the meaning given to that term in the Lease. Key Details means the section of this document headed Key Details.

L3C Agreement means the deed entered into between the Licensor and the Licensee on or about the date of this deed for the provision of the L3C Services.

L3C Services has the meaning given to that term under the L3C Agreement.

L3C Transaction Documents means the L3C Agreement, the Lease, this deed, the Transition In Deed, any Cooperation and Interface Agreement and any Transition Out Deed.

Land means the land known as the Auburn service centre located at 1 Manchester Road, Auburn NSW, being Part of Folio Identifier [3802/11685941/833989](#) and part of Folio Identifier [4/1007656](#) being Lots 2 and 3 in Deposited Plan 4115209.

Law includes:

- (a) legislation of New South Wales or the Commonwealth, including delegated legislation or policy enforceable under such legislation or delegated legislation; and
- (b) certificates, licenses, consents, permits, approvals and other requirements of Authorities,

and fees and charges payable in connection with the foregoing.

Lease means the lease of the Premises by the [Licensor to Rail Corporation New South Wales to the Licensor](#) ~~the Licensee~~ entered into on or about the date of this deed.

Licence Fee means [REDACTED] payable once during the Licence Period on the Commencement Date.

Licence Period means the period from the Commencement Date to the Termination Date.

Office Area means the office area and car parking area on the Land which is shown as "RailCorp Office" and outlined in green on the Plan but excluding the ground floor of the "Store" and "Amenities" shown within that same area.

Other Contractor means contractors and suppliers of the Licensee, including their employees, agents and subcontractors, other than the Licensor and its Subcontractors.

Plan means the plan attached as annexure A to this deed.

Pollution has the meaning given to that term in the Lease.

Premises has the meaning given to that term in the Lease.

Private Services has the meaning given to that term in the L3C Agreement.

Private Services Application means an application made by the Licensor to carry out Private Services on the Land in accordance with the L3C Agreement.

Project Shop means the building and ancillary areas on the Land shown as the "Project Shop" and outlined in blue on the Plan.

RailCorp Sydney Trains Works means works carried out by the Licensee, or the Licensee's Associates, in the Project Shop in accordance with clause 23 of the L3C Agreement.

RailCorp Sydney Trains Works Program has the meaning given to that term under the L3C Agreement.

Related Body Corporate has the meaning given to it in the Corporations Act.

Services Area means that part of the Land where the High Voltage Services are located.

Subcontractor means any subcontractor (including consultant or supplier) of the Licensor.

Termination Date means the date on which the Lease expires or otherwise comes to an end.

Temporary Licensed Area means any or all of (as the context requires) the Car Park Area, the Facilities and the Project Shop.

Transition Out Deed means a deed substantially similar to the deed set out in Schedule 17 to the L3C Agreement between the Licensee, the Licensor and a third party.

1.2 Rules for interpreting this deed

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply:

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) this deed includes a reference to any schedules;
 - (iii) a clause is a reference to a clause in this deed or, if a reference to a clause states that it is a clause in a Schedule to this deed, a clause in that Schedule of this deed;
 - (iv) a Schedule is a reference to a schedule to this deed unless that reference states otherwise;
 - (v) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (vi) a party to this deed or to any other deed or agreement includes a permitted substitute or a permitted assign of that party;
 - (vii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

-
- (viii) dollars or \$ is to an amount in Australian currency, unless stated otherwise.
 - (b) A singular word includes the plural, and vice versa.
 - (c) A word which suggests one gender includes the other gender.
 - (d) If a word is defined, any variant of that word has a corresponding meaning.
 - (e) A reference to a Standard is a reference to the version current as at the date of this deed.
 - (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing. The words "include" and "including" (and any variants of those words) must be read as if followed by the words "without limitation".
 - (g) The words "agreement" and "contract" includes an undertaking or other binding arrangement or understanding, whether or not in writing.
 - (h) The words "subsidiary" and "holding company" have the same meanings as in the Corporations Act.
 - (i) All references to "shall" must be construed as references to "must";
 - (j) Where the Licensor may exercise its consent, or provide an opinion, under this deed, the Licensor must exercise its consent, or form such opinion, reasonably.
 - (k) Where this deed defines a term by reference to the meaning given to that term in the L3C Agreement, the definition of that term in the L3C Agreement (as incorporated into this deed) is to be read as if each reference to:
 - (i) "~~RailCorp~~Sydney Trains" is a reference to "the Licensee";
 - (ii) "the L3C Contractor" is a reference to "the Licensor"; andthat definition applies with any other necessary changes to reflect differing terminology adopted in this deed.

1.3 Contra proferentem

This deed is not to be interpreted against the interests of a party merely because that party proposed this deed or some provision in it or because that party relies on a provision of this deed to protect itself.

1.4 Language

All communications (including all documents, deliverables, tools, manuals, equipment labels, instructions and drawings of any kind) between the parties to this deed must be in English.

1.5 Joint and several liability

- (a) The obligations of the Licensor, if more than one person, under this deed, are joint and several and each person constituting the Licensor
- (b) acknowledges and agrees that it will be responsible for the acts and omissions (including breaches of this deed) of the other as if those acts or omissions were its own.

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- (c) The rights of the Licensor, if more than one person, under this deed (including the right to payment) jointly benefit each person constituting the Licensor (and not severally or jointly and severally).
 - (d) A payment by Licensee under this deed to an account nominated in writing by the Licensor, or failing such nomination, to any one or more persons constituting the Licensor, will be deemed to be payment to all persons constituting the Licensor.
 - (e) The Licensor may not exercise any right under this deed unless that right is exercised concurrently by all persons constituting the Licensor.
-

2. Grant of Licence of Office Area

Subject to the terms of this deed, the Licensor grants to the Licensee an irrevocable licence for the Licensee and the Licensee's Associates to enter and use the Office Area for the purpose of carrying out administration and associated activities in connection with the L3C Transaction Documents for the Licence Period.

3. Grant of Licence of Temporary Licensed Area

Subject to the terms of this deed, the Licensor grants to the Licensee an irrevocable licence for the Licensee and the Licensee's Associates to enter and use the Temporary Licensed Area during the Licence Period for the purpose of carrying out the ~~RailCorp~~-Sydney Train Works at the times, and in the manner, permitted under clause 23 of the L3C Agreement.

The Licensee must ensure that each Other Contractor executes a Cooperation and Interface Agreement contemplated by clause 1.3(d) of the L3C Agreement before accessing the Project Shop to carry out Sydney Train ~~RailCorp~~-Works.

Unless otherwise Directed by the Licensee in writing, the Licensor must not access, and must not permit any other person to access, the Project Shop at any time the Licensee is permitted to access the Project Shop under the L3C Agreement.

3A Hazardous Materials

The Licensee must not dump, store or use in the Office Area or the Temporary Licensed Area any Hazardous Materials without the permission of the Licensor (not to be unreasonably withheld). The Licensor must keep waste in proper containers and have it removed regularly from the Premises.

4. Licence Fee

- (a) In consideration of the grant of this licence, the Licensee must pay the Licence Fee to the Licensor.
 - (b) The Licensor acknowledges receipt of the Licence Fee from the Licensee.
-

5. Grant of Licence only

- (a) The grant of licence rights under this deed are non-exclusive and, subject to the terms of this deed and the L3C Transaction Documents, the Licensor may exercise rights of access in conjunction with the Licensee but, unless otherwise permitted by this deed, may not grant rights of access to any other person over the Office Area or the Temporary Licensed Area.
 - (b) Despite clause 5(a), the Licensor may not authorise any person to, and may not itself, access the Services Area.
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- (c) The rights of the Licensee under this deed are in contract only and this deed does not confer any estate or interest in the Office Area or the Temporary Licensed Area and/or create the relationship of landlord and tenant between the parties.
-

6. Rights of access

Subject to clause 7, the Licensee and the Licensee's Associates may, in common with others authorised by the Licensor in accordance with the terms of the Lease and the L3C Agreement have access to the Office Area and the Temporary Licensed Area through the Access Routes with or without vehicles, equipment or materials necessary for the exercise of the Licensee's rights under this deed.

7. Safety requirements

7.1 General safety requirements

The Licensor must establish, document and maintain:

- (a) an occupational health and safety management system that, as a minimum, complies with the requirements of AS/NZS 4801:2001; and
- (b) a quality system that complies with the requirements of AS/NZS 9001.

7.2 Site safety requirements

- (a) The Licensor is the occupier and controller of the Premises and must:
 - (i) identify any foreseeable hazard arising from the Premises that has the potential to harm the health or safety of any person accessing, using or regressing from the Premises;
 - (ii) inform all persons who enter the Premises, including any of the Licensee's Associates, of any such hazards by carrying out an appropriate Premises induction; and
 - (iii) take all reasonably practicable steps to eliminate or control the risks arising from such hazards.
- (b) Any of the Licensee's Associates who wish to enter the Premises must first undergo an induction by the Licensor.
- (c) The Licensee must, and must ensure that the Licensee's Associates, comply with any reasonable direction or requirement of the Licensor in relation to occupational health and safety or security issues while exercising rights under this deed.

7.3 Project Shop safety requirements

- (a) Subject to clause 7.3(b), the Licensor's occupation and control of the Premises extends to the Office Area, any Temporary Licensed Area and any other part of the Premises accessed by the Licensee at any time.
- (b) The Licensor's obligations under this clause 7 apply to the Project Shop at all times other than when the Licensee has exercised its right to occupy the Project Shop under this deed.
- (c) If the Licensee has exercised its right for it, or its Associates, to occupy the Project Shop under this deed, the Licensor must, and must ensure that the Licensor's Associates:

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- (i) undergo an induction given by the Licensee, or the Licensee's nominee, before entering the Project Shop; and
 - (ii) comply with any reasonable site safety requirements or procedures notified to them by the Licensee, or the Licensee's nominee, whilst in the Project Shop.
- (d) The parties acknowledge and agree that this clause 7.3 does not limit, or otherwise affect, the Licensor's obligation to move cars as required under the L3C Agreement.
-

8. Works within the Office Area

The Licensee may erect within the Office Area such temporary structures for use as offices, toilets, change rooms and meal areas as the Licensee requires for use by the Licensee and the Licensee's Associates. The Licensee:

- (a) must keep the structures in good repair and condition;
 - (b) must keep the structures secure at times when they are not being used by the Licensee or the Licensee's Associates; and
 - (c) at its election (in its absolute discretion) may remove those structures at any time.
-

9. Licensee's Contribution

- (a) The Licensee must pay to the Licensor a quarterly contribution towards water and electricity usage charges incurred as a result of the Licensee's use of the Office Area and the Project Shop during that quarter.
 - (b) The amount of the contribution payable must be agreed between the Licensee and the Licensor having regard to:
 - (i) the extent that usage charges are not separately metered for the Office Area, the area of the Office Area proportional to the total area of the Land;
 - (ii) the quantum of usage charges for the Temporary Licensed Area when the Licensee is not using the Temporary Licensed Area; and
 - (iii) the number of days and hours that the Licensee uses the Temporary Licensed Area as a proportion of the total days and hours that the Temporary Licensed Area is used by any person during that quarter.
 - (c) The Licensor must provide the Licensee with a tax invoice at the end of each quarter for the amount of the contribution to be paid under this clause.
 - (d) If the parties cannot agree on the amount of the contribution, the provisions of clause 43 of the L3C Agreement will apply to that dispute.
-

10. Liability and Indemnity

10.1 Indemnity

The Licensor must indemnify the Licensee:

- (a) against any Claim brought against the Licensee by any person; and

(b) from any loss incurred or damage suffered by the Licensee,

to the extent arising out of or in any way in connection with any act or omission of the Licensor in connection with occupational health and safety at the Premises except to the extent that such Claim, loss or damage arises directly from the Licensee, or the Licensee's Associates, carrying out the [Sydney TrainRailCorp](#) Works:

(c) negligently; or

(d) in breach of the L3C Agreement or this deed.

10.2 Limit on liability

The parties acknowledge and agree that clauses 38.1 to 38.5 of the L3C Agreement apply to this deed .

10.3 Licensee's obligations

The Licensee must:

(a) not, and must ensure that its Associates do not, access the Office Area or the Temporary Licensed Area for any purpose other than as specified in clauses 2 and 3 respectively; and

(b) use reasonable endeavours to ensure that neither it nor its Associates cause or contribute to:

(i) any loss or damage to property, or personal injury or death; or

(ii) any Pollution or Contamination in respect of the Premises.

11. Restrictions on assignment

11.1 By Licensor

The rights under this deed are not assignable by the Licensor, except in conjunction with an assignment of the Lease.

11.2 By Licensee

The rights under this deed are not assignable by the Licensee, except in conjunction with a disposal of the Land. Despite any other term of this deed, the Licensee may disclose to any potential assignee any information relating to this deed or any party to it.

12. Termination

This Licence terminates automatically at the expiry of the Licence Period.

13. Notices

13.1 How to give a notice

A notice, consent or other communication under this deed is only effective if it is:

(a) in writing, signed by or on behalf of the party giving it [by any director, secretary, attorney or authorised agent, of that party;](#)

- (b) addressed to the party to whom it is to be given; and
- (c) either:
 - (i) subject always to clause 13.1(d), delivered or posted by prepaid express post to that party's address as set out in this deed or such other address as may be notified in writing by a party to the other~~delivered or sent by registered mail (by registered airmail, if the addressee is overseas) to that party's address; or~~
 - ~~(ii) sent by facsimile to the party's facsimile number; or~~
 - ~~(iii)(ii) if the notice does not relate to a dispute, or a Claim, in connection with this deed, sent by email to that party's email address as set out in this deed, as a scanned attachment in Adobe PDF format or such other email address as may be notified in writing by a party to the other party sent by email to that party's email address as a scanned attachment in Adobe PDF format.~~
- (d) Any notice, consent or other communication under this deed delivered or sent by prepaid express post will only be effective if it is also sent by email as per clause ~~registered mail will only be effective if it is also sent by facsimile as per clause~~ 13.1(c)(i)(ii).

13.2 When a notice is given

- (a) A notice, consent or other communication that complies with this clause is regarded as given and received by the addressee:
 - (i) in the case of prepaid express post sent to an address within Australia – on the second Business Day after the date of posting;
 - (ii) in the case of delivery by hand on the delivery at the address of the addressee as provided in this deed;
 - (iii) in the case of email at the local time (in the place of receipt of that email) that would be determined if section 13A of the Electronic Transactions Act 2000 (NSW) were to apply in respect of the email if it is delivered or sent by email.

provided that if the communication would be taken to be received on a day which is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.
- (b) The Licensor must ensure that any documents it provides, including by electronic means, are in the file structure and format for such documents as may be reasonably specified by the Licensee from time to time. The Licensee requires such documents which are submitted by email to be submitted as an attachment to an email, where the attachment is in .pdf, or where appropriate Excel, Primavera (.xer or .xml) or Microsoft Project (.mpp) format.

~~A notice, consent or other communication that complies with this clause is regarded as given and received:~~

- ~~(a) if it is sent by mail:~~
 - ~~(i) within Australia – 3 Business Days after posting; or~~
 - ~~(ii) to or from a place outside Australia – 7 Business Days after posting;~~

- ~~(b) if it is sent by facsimile, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent; and~~
- ~~(c) if it is delivered or sent by email:~~
- ~~(i) by 5.00 pm (local time in the place of receipt) on a Business Day on that day; or~~
- ~~(ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day on the next Business Day.~~

13.3 Address for notices

Each party's address and email contact details are as in the Key Details, as the party notifies the other Party or, in the case of the Licensor, its registered office.

14. GST

- (a) Any reference in this clause 14 to a term defined or used in the A New Tax System (Goods and Services Tax) Act 1999 is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) The parties agree that any amount referred to in this deed which is relevant in determining a payment to be made by one of the parties to the other is a reference to that amount expressed on a GST exclusive basis (**GST exclusive consideration**), unless indicated otherwise.
- (c) To the extent that GST is payable in respect of any supply made by a party (**Supplier**) under or in connection with this deed, the consideration to be provided under this deed for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST exclusive consideration (or its GST exclusive market value if applicable) multiplied by the rate of GST applicable to that supply.
- (d) Provided that the Supplier has issued a tax invoice to the recipient in respect of the Supply (**Recipient**), the Recipient must pay the additional amount payable under clause 14(c) to the Supplier at the same time as the GST exclusive consideration is otherwise required to be provided. If the Supplier has not issued a tax invoice prior to the time the GST exclusive consideration is payable, the Recipient must pay the additional amount under clause 14(c) to the Supplier upon receipt of a tax invoice.
- (e) Where the consideration for a supply is expressed to be GST inclusive, the Supplier must issue a tax invoice to the Recipient before the time at which that consideration is to be provided or at such other time required by this deed.
- (f) To the extent any of the consideration for a supply made under or in connection with this deed is non-monetary, the parties will treat the amount of non-monetary consideration as exclusive of GST and clause 14(c) will apply to that supply. The GST amount payable for the supply is to be paid upon receipt of a tax invoice or at such other time required by this deed.
- (g) Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this deed, the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under clause 14(c) or otherwise included in any consideration expressed to be inclusive of GST, the amount of the difference must be paid by, refunded to or credited to the Recipient, as applicable and the Supplier must issue an adjustment note to the Recipient.

-
- (h) If one of the parties to this deed is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this deed, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified (or its representative GST Group member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with clause 14(c).
-

15. Whole agreement

This deed (read in conjunction with the other L3C Transaction Documents) comprises the whole of the agreement between the parties in respect of its subject matter.

16. Further assurance

Each party must do everything necessary, or reasonably required, by the other party, to give effect to this deed and the transactions contemplated by this deed.

17. Variation

No provision of this deed nor a right conferred by it can be varied except in writing signed by the parties.

18. Date of deed

18.1 Date if undated

If this deed is undated and there is no contrary intention stated, the date of this deed is the date of last execution by a party.

19. Dispute Resolution

The parties agree that any disputes arising out of or in connection with this deed will be dealt with in accordance with clause 43 of the L3C Agreement.

EXECUTION

Executed as a deed

Licensor Execution

SIGNED by **UGL UNIPART RAIL SERVICES
PTY LTD** by:

Signature of director/company secretary

Print name

Signature of director

Print name

Licensee Execution

EXECUTED for and on behalf of **RAIL
CORPORATION NEW SOUTH WALES SYDNEY
TRAINS ABN 38 284 779 682** by its authorised
officer in the presence of

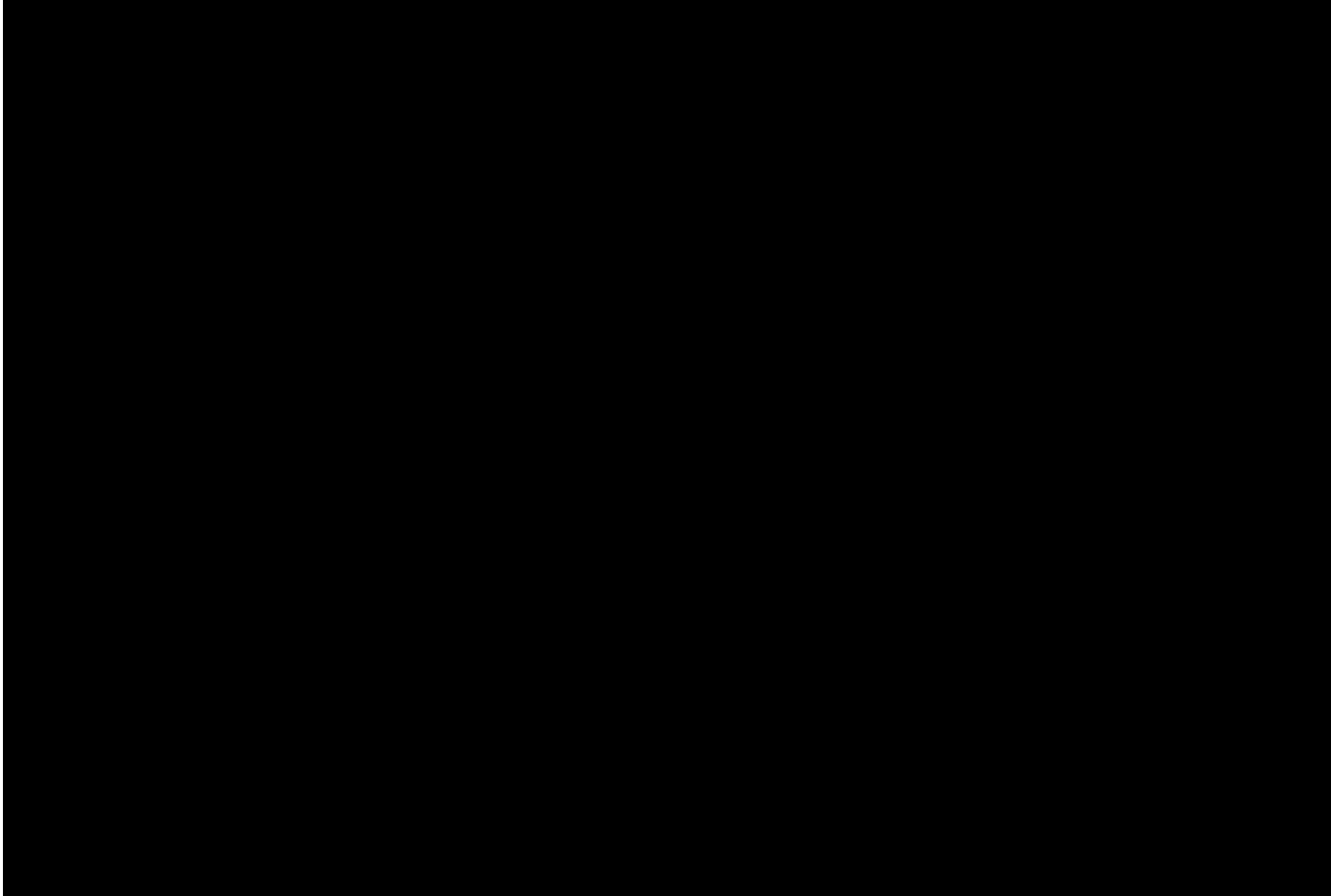
Signature of Witness

Name of Witness (print)

Signature of Authorised Officer

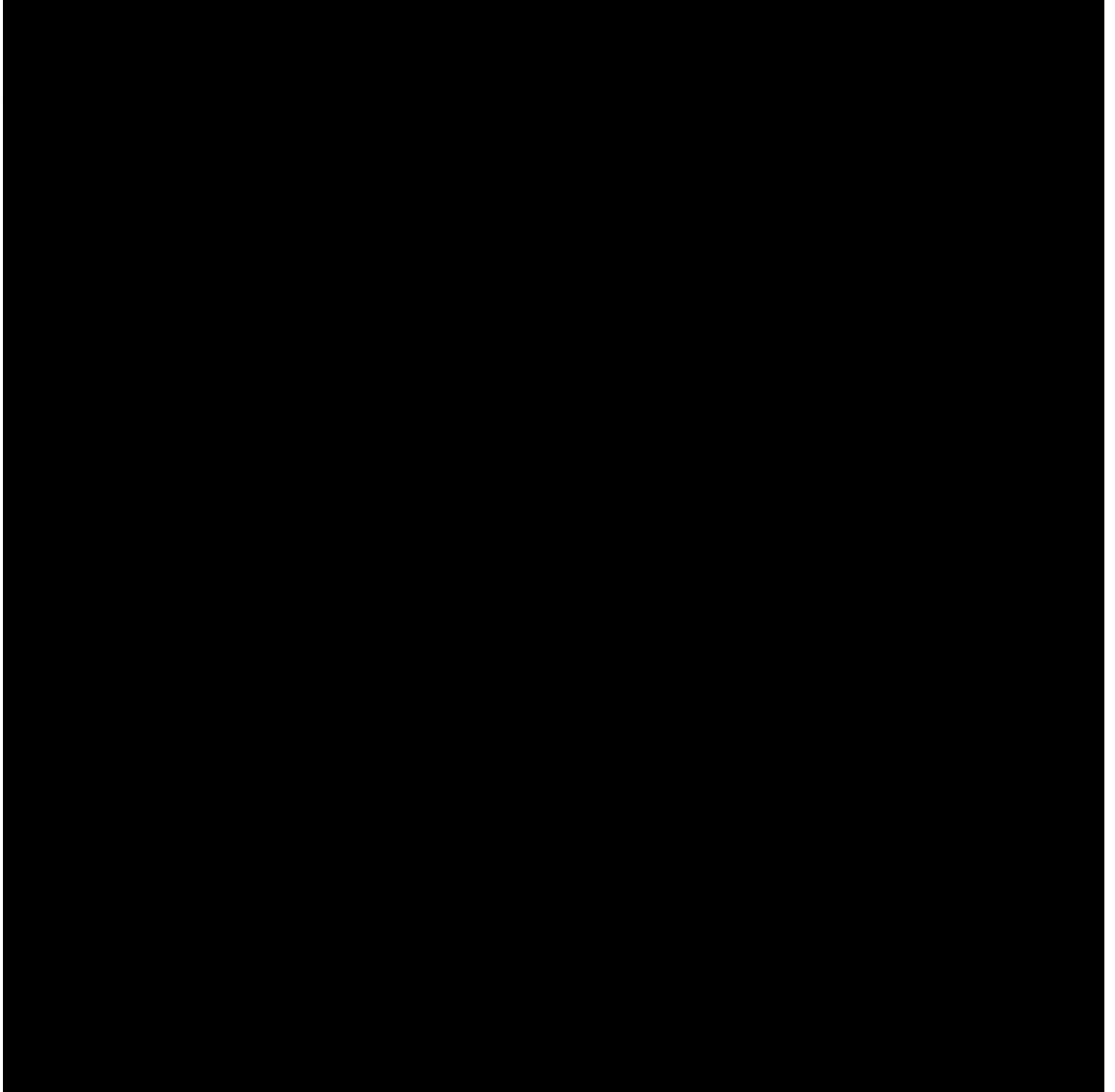
Name of Authorised Officer (print)

Annexure A: Plan

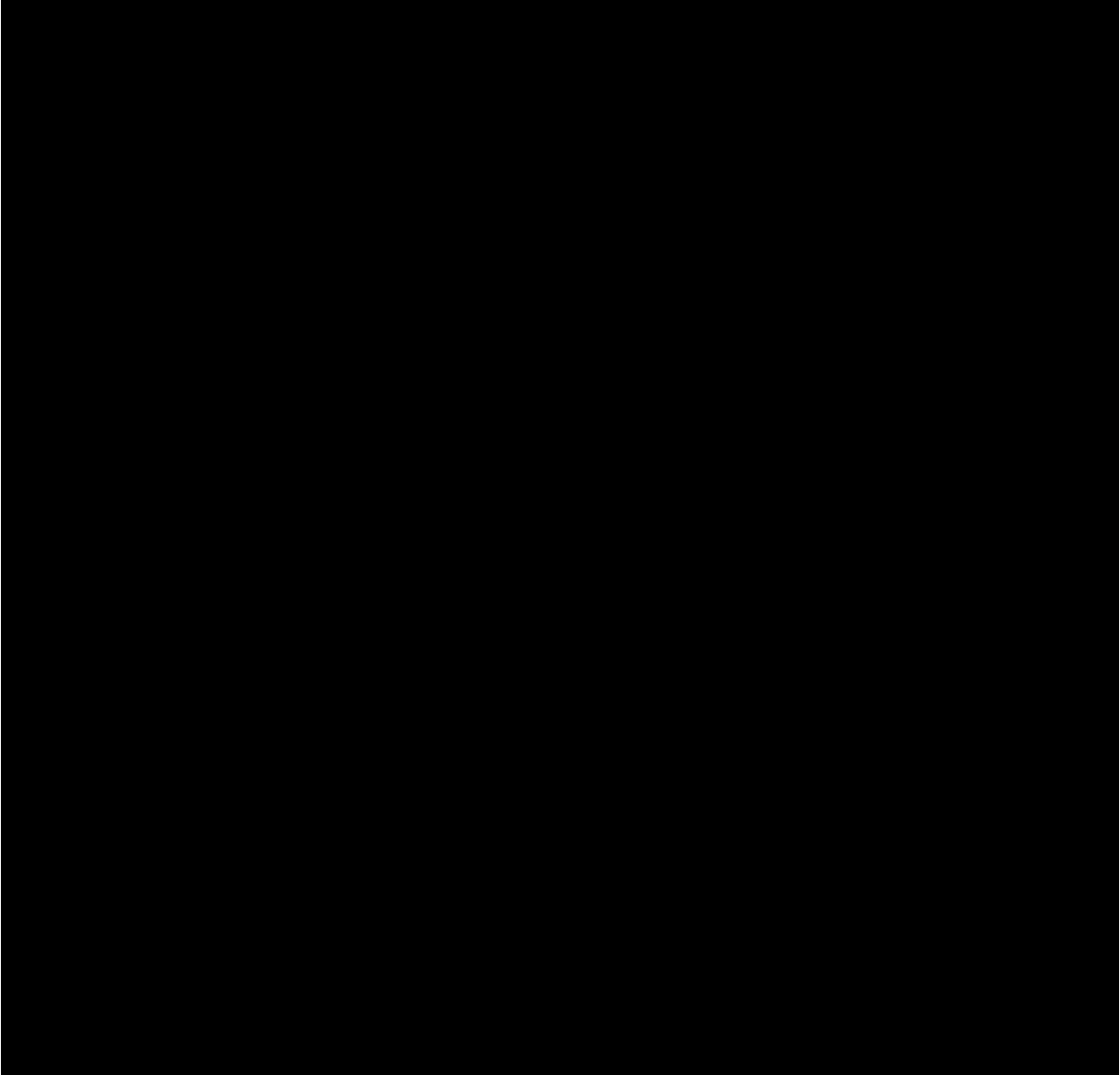


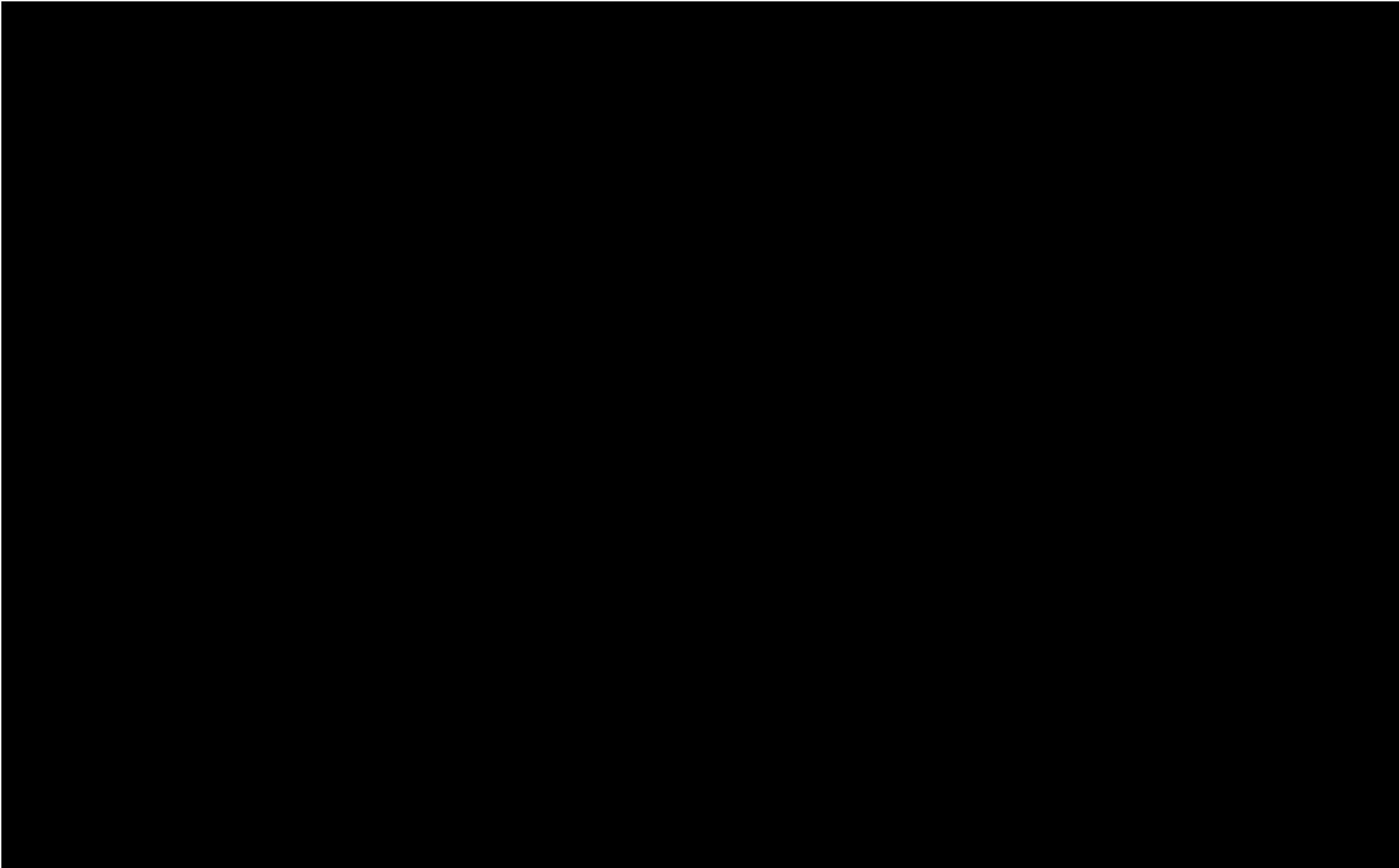


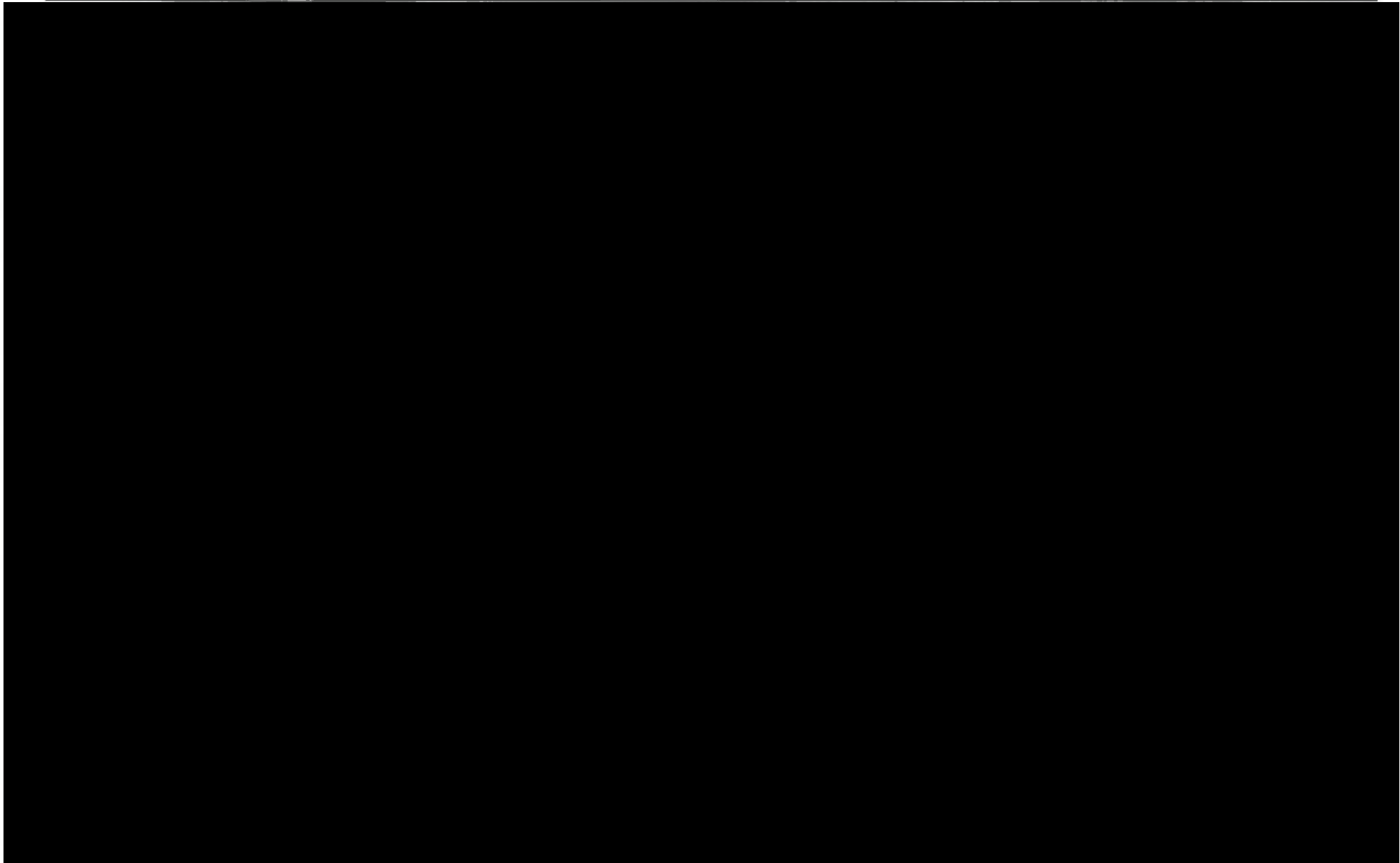
Schedule 3 - Key Personnel

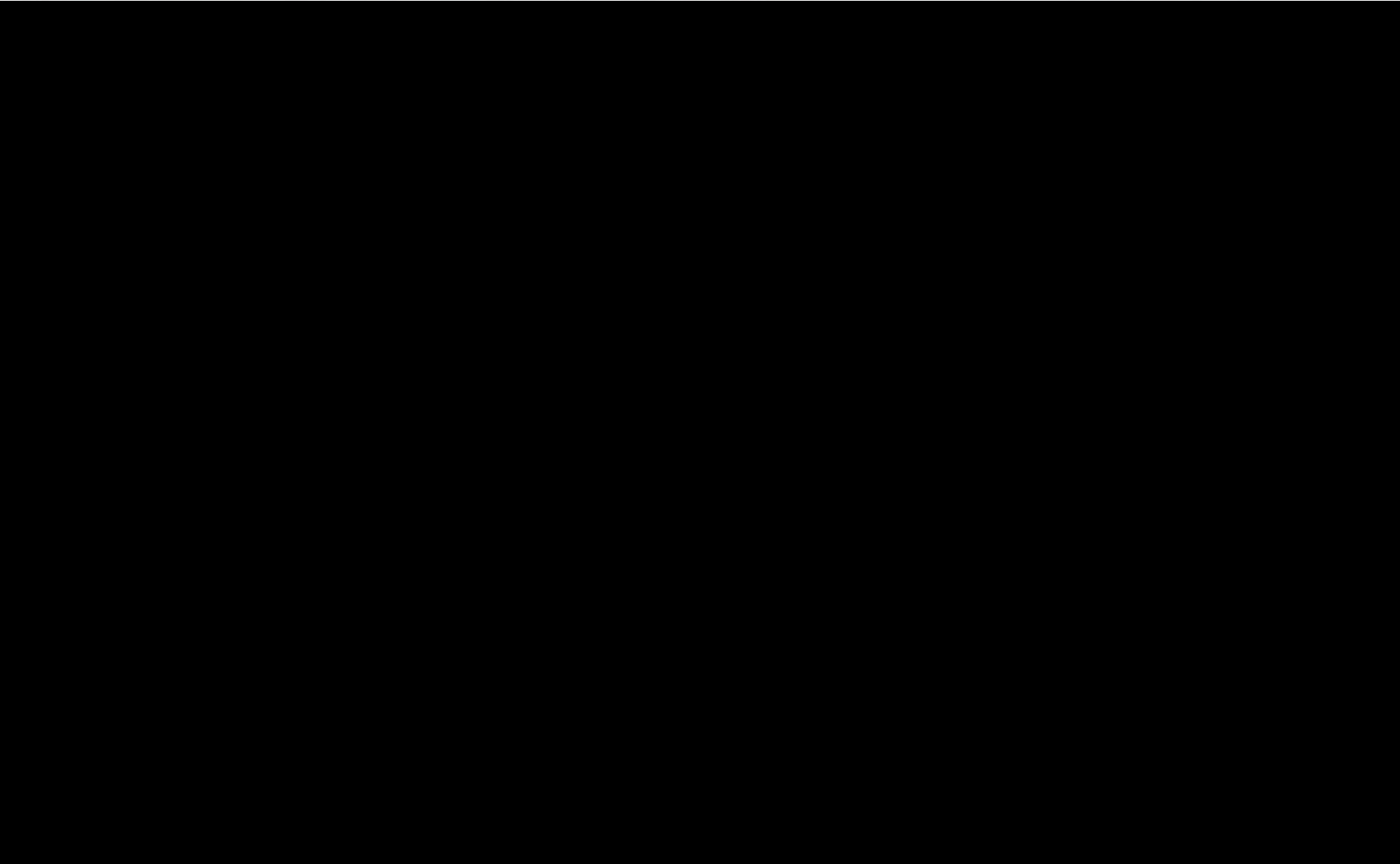


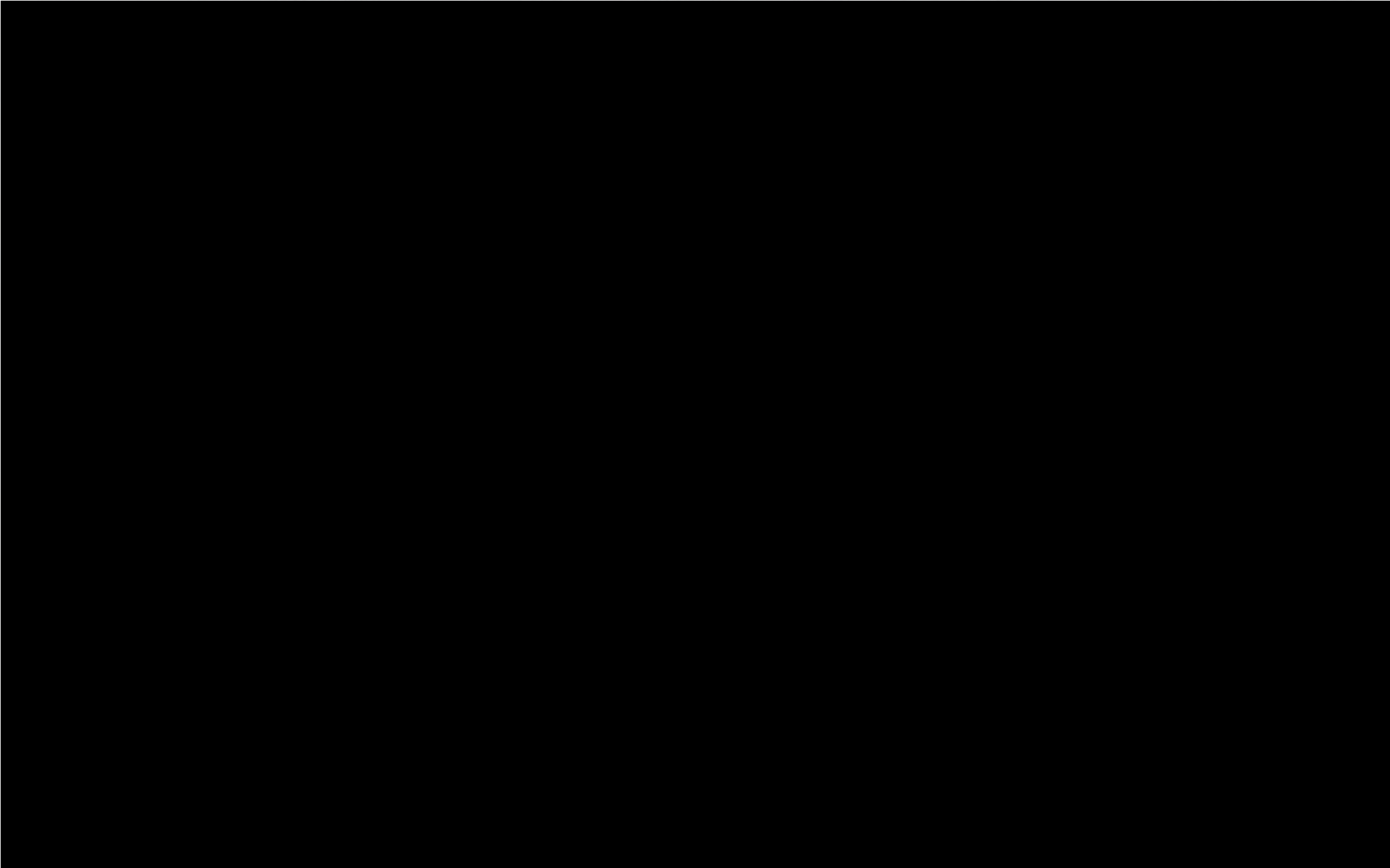
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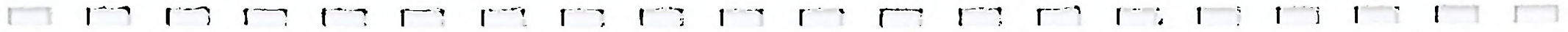












Schedule 4 - Accreditation and Safety

1.1 Accreditation

- (a) The L3C Contractor must obtain such Accreditation required to perform the L3C Services in accordance with the L3C Agreement and must perform the L3C Services in accordance with that Accreditation.
- (b) The L3C Contractor must obtain its own Accreditation for any Private Services.

1.2 Continuing Accreditation and rail safety obligations

The L3C Contractor must:

- (a) maintain at all times, theits Accreditation required for the performance of the L3C Services;
- ~~(a)(b)~~ liaise and co-operate with Sydney Trains, and do everything necessary to enable and assist Sydney Trains to comply with itsits, other obligations in relation to rail safety, including under the Rail Safety National Law; and
- (c) except as required by Law, not do, or omit to do, anything which may cause its Accreditation to be suspended or cancelled; and
- (d) give any Authority such access to premises and information as the Authority lawfully requests to fulfil its functions with respect to the L3C Services, within the time requested.-

1.3 General safety requirements

The L3C Contractor must establish, document and maintain:

- (a) an occupational health and safety management system that, as a minimum, complies with the requirements of AS/NZS 48401 and effectively and efficiently interfaces with Sydney Trains' RailCorp's Safety Management System; and
- (b) a quality system that complies with the requirements of AS/NZS 9001.

1.4 Site safety requirements

- (a) Subject to clause 1.5(b) of this Schedule 4, the L3C Contractor is the occupier and controller of the Site, and all Plant, and must:
 - (i) identify any foreseeable hazard arising from the Site, and any Plant, that has the potential to harm the health or safety of any person accessing, using or regressing from the Site;
 - (ii) inform all persons who enter the Site, including any of RailCorpSydney Trains's Associates, of any such hazards by carrying out an appropriate Site, and Plant, induction; and
 - (iii) take all reasonably practicable steps to eliminate or control the risks arising from such hazards.
- (b) Any of RailCorp'sSydney Trains' Associates who wish to enter the Site, or use any Plant, must first undergo an induction by the L3C Contractor and must comply with any reasonable site safety requirements or procedures notified to them by the L3C Contractor.

1.5 Project Shop safety requirements

- (a) Subject to clause 1.5(b) of this Schedule 4, the L3C Contractor's occupation and control of the Site, and the Plant, extends to the Project Shop and any other part of the Site accessed by [RailCorpSydney Trains](#), and any Plant used by [RailCorpSydney Trains](#), at all times.
- (b) The L3C Contractor's obligations under this Schedule 4 apply to the Project Shop at all times other than when [RailCorpSydney Trains](#) has exercised its right for it, or its Associates, to occupy the Project Shop under the Access Licence.
- (c) If [RailCorpSydney Trains](#) has exercised its right for it, or its Associates, to occupy the Project Shop under the Access Licence, the L3C Contractor must, and must ensure that the L3C Contractor's Associates:
 - (i) undergo an induction given by [RailCorpSydney Trains](#), or [RailCorpSydney Trains's](#) nominee, before entering the Project Shop; and
 - (ii) comply with any reasonable site safety requirements or procedures notified to them by [RailCorpSydney Trains](#) or [RailCorpSydney Trains's](#) nominee, whilst in the Project Shop.
- (d) The parties acknowledge and agree that nothing in this Schedule 4 does not limit, or otherwise affect, the L3C Contractor's obligation to move Cars in accordance with its own Accreditation and this L3C Agreement.

1.6 Plant safety requirements

- (a) The L3C Contractor must ensure that at all times all Plant is in good condition, proper working order, free from defects and fit for its purpose.
- (b) It is the responsibility of the L3C Contractor to carry out such maintenance or repair on the Plant as may be necessary to enable the L3C Contractor to comply with its obligations under clause 1.6(a) of this Schedule 4.

1.7 Personnel safety requirements

Without limiting or otherwise restricting the requirements of this Schedule 4, the L3C Contractor must ensure that all persons engaged in or in connection with the L3C Services, and any Private Services:

- (a) are of sufficient good health and fitness to provide the L3C Services and any Private Services;
- (b) are competent and appropriately accredited, qualified and trained to provide the L3C Services and any Private Services;
- (c) hold current and valid certificates of competency (as defined in the Rail Safety [ActNational Law](#)), to the extent required by Law;
- (d) hold a current and valid [RailCorpSydney Trains](#) issued Rail Industry Safety Induction Certificate before entering the Rail Corridor;
- (e) comply with their obligations under the Rail Safety [National Law-Act](#); and
- (f) comply with the requirements of the L3C Contractor's Accreditation and the L3C Contractor's ~~occupational-work~~ health and safety management plan.

1.8 Maintenance Centre safety requirements

Any of the L3C Contractor's Associates who wish to enter any of the Maintenance Centres or [RailCorp Sydney Trains Land](#), must first undergo an induction by Sydney Trains.

1.9 Principal Contractor

- (a) In this clause 1.9 the terms "construction work", "principal contractor" and "workplace" have the same meanings assigned to those terms under the WHS Legislation.
- (b) To the extent that any of the:
- (i) L3C Services;
 - (ii) Private Services; and
 - (iii) work carried out on Site,
- constitute construction work, the L3C Contractor is engaged as principal contractor in relation to that construction work.
- (c) Where Sydney Trains engages the L3C Contractor as the principal contractor:
- (i) Sydney Trains authorises the L3C Contractor to have management and control of each workplace at which construction work is to be carried out and to discharge the duties of a principal contractor, under the WHS Legislation;
 - (ii) the L3C Contractor accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor by the WHS Legislation; and
 - (iii) the L3C Contractor's engagement and authorisation as principal contractor will continue while ever any L3C Services, Private Services or any other works carried out on the Site that are "construction work" are carried out pursuant to the L3C Agreement, unless sooner revoked by Sydney Trains terminating the L3C Agreement pursuant to any provision of the L3C Agreement or according to Law.
- (d) Prior to the L3C Contractor commencing any construction work on the Site, the L3C Contractor must prepare and submit a WHS Management Plan and any other relevant plans (including a traffic management plan if required) to the Sydney Trains Representative for review. The Sydney Trains Representative may reject the WHS Management Plan or issue a notice of no objection (such notice not to be unreasonably withheld).
- (e) No comment upon nor any review, rejection or notice of no objection of the WHS Management Plan by the Sydney Trains Representative will affect any warranty or guarantee given by the L3C Contractor or relieve the L3C Contractor of any of its liabilities or obligations under the L3C Agreement.
- (f) Without limiting the L3C Contractor's obligations under any other provision of the L3C Agreement, the L3C Contractor must:
- (i) comply, and must ensure that its Subcontractors and any other person engaged by the L3C Contractor for the purposes of the L3C Agreement comply, with the WHS Legislation (including any 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);

- (ii) if requested by the Sydney Trains Representative or required by WHS Legislation, demonstrate compliance with the WHS Legislation, including providing evidence of any Approvals, prescribed qualifications or experience, or any other information relevant to work health and safety matters;
- (iii) notify the Sydney Trains Representative immediately (and in any event within 12 hours of such matter arising) of all work health, safety and rehabilitation matters arising out of, or in any way in connection with, the L3C Services, Private Services or any other works carried out on Site;
- (iv) insofar as the L3C Contractor, in carrying out the L3C Services is under any duty imposed by the WHS Legislation, do everything necessary to comply with any such duty; and
- (v) ensure that it does not do anything or fail to do anything that would cause Sydney Trains to be in breach of the WHS Legislation.

(g) To the extent not prohibited by Law, the L3C Contractor indemnifies Sydney Trains against any Claims against, or loss suffered or incurred by, Sydney Trains arising out of or in connection with the failure of the L3C Contractor to discharge the duties imposed on a principal contractor under the WHS Legislation (if the L3C Contractor has been engaged as principal contractor) or otherwise comply with this clause 1.9.

1.10 Competence Records

Without limiting or otherwise restricting any other provision of the L3C Agreement, the L3C Contractor must:

- (a) prior to any Rail Safety Worker carrying out any Rail Safety Work in connection with the L3C Services, Private Services or any other works on the Site, provide Sydney Trains with the Competence Records in the form directed by Sydney Trains (which may be electronic);
- (b) ensure that any Rail Safety Worker who carries out Rail Safety Work in connection with Sydney Trains' railway operations has the competence to carry out that work;
- (c) ensure that each Rail Safety Worker used in connection with the L3C Services, Private Services or any other works on the Site has a form of identification that is sufficient to enable the type of competence and training undertaken by that Rail Safety Worker to be checked by a rail safety officer; and
- (d) ensure that the L3C Services, Private Services or any other works in connections with the L3C Services, is compliant with T MU MD 00009 ST AEO Authorisation Requirements (section 7.6 Competence Management) and T MU CY 10503 GU AEO Guide to Engineering Competence.

1.11 Requirements for working in Rail Corridor

If the L3C Contractor is Directed, as a Variation, to work in the Rail Corridor for the performance of the L3C Services, Private Services or any other works on Site the L3C Contractor must comply with the requirements which appear in Appendix 1 of this Schedule 4.

1.12 ASA Authorisation

To the extent that the L3C Services include the Asset Lifecycle of a NSW Rail Asset, the L3C Contractor must carry out those aspects of the L3C Services in accordance with T MU MD 00009 ST AEO Authorisation Requirements and Sydney Trains' ASA Authorisation.

1.13 ASA compliance

- (a) The L3C Contractor must (and must ensure that its Associates) comply with the conditions of the applicable ASA Authorisation referred to in clause 1.12.
- (b) The L3C Contractor must:
 - (i) if the L3C Contractor's ASA Authorisation applies under clause 1.12, hold and maintain its ASA Authorisation for so long as the L3C Services are carried out; and
 - (ii) (and must ensure that its Associates) comply with the conditions of the applicable ASA Authorisation.
- (c) The L3C Contractor must (and must ensure that its Associates):
 - (i) implement and comply with the requirements of any ASA Requirements applicable to the Asset Services;
 - (ii) cooperate fully with the ASA in the performance of the ASA's functions;
 - (iii) provide access to premises and resources as reasonably required by the ASA, including so that it can effectively carry out its review, surveillance and audit functions;
 - (iv) comply with the directions, instructions and requirements issued by the ASA;
 - (v) notify the ASA of any matter that could reasonably be expected to affect the exercise of the ASA's functions;
 - (vi) provide the ASA with any information relating to its activities or any documents or other things reasonably required by the ASA in the exercise of its functions; and
 - (vii) provide Sydney Trains with such reasonable assistance as may be reasonably required by Sydney Trains to enable Sydney Trains to cooperate fully with the ASA and to implement and comply with ASA Requirements.
- (d) The L3C Contractor acknowledges and agrees that it is not entitled to make (and neither Sydney Trains nor the ASA will be liable upon) any Claim arising out of or in connection with the requirement to obtain ASA Authorisation or the obligation to comply with the requirements of ASA and the ASA Authorisation.

~~(a) _____~~

~~(a) _____~~

~~(b) _____ Schedule 41.9 To the extent that any of the:~~

~~(i) _____ L3C Services;~~

~~(ii) _____ Private Services; and~~

~~(iii) _____ work carried out on the Site,~~

~~constitutes Construction Work, the L3C Contractor is appointed the Principal Contractor in relation to that Construction Work and is responsible under the OH&S Act and the OH&S Regulation for that Construction Work at all times until it is complete.~~

~~(c) _____ At anytime clause 1.8 of this Schedule 4 applies, the L3C Contractor must do all things necessary to discharge its responsibility as Principal Contractor.~~

Appendix 1 - Sydney Trains' requirements for working in the Rail Corridor

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

Capitalised terms in this Appendix have the same meaning as in [the L3C Agreement](#), unless defined below.

The requirements in this Appendix only apply if the L3C Contractor is Directed as a Variation by Sydney Trains to carry out work in the Rail Corridor for the performance of the L3C Services or the Private Services.

1. Working in the Rail Corridor

1.1 Definitions

In this clause:

Approved Suppliers of Protection Officers means the list of suppliers of Protection Officers maintained by Sydney Trains, details of which can be obtained by contacting the Sydney Trains.

Controlled Signal Blocking has the meaning given in the RailSafe Network Rules.

Danger Zone has the meaning given in the RailSafe Network Rules.

Local Possession Authority has the meaning given in the RailSafe Network Rules.

No Authority Required has the meaning given in the RailSafe Network Rules.

Sydney Trains' Safety Management System means the sections of Sydney Trains' safety management system which are relevant to the L3C Services, found at <http://railsafe.org.au/sms-documents> and <https://www.transport.nsw.gov.au/about-us/who-we-are/sydney-trains/contractors> as amended from time to time, or as otherwise notified by Sydney Trains to the L3C Contractor.

Possession has the meaning given in the RailSafe Network Rules.

Possession Protection Officer has the meaning given in the RailSafe Network Rules.

Protection Officer has the meaning given in the RailSafe Network Rules.

RailSafe Network Procedures means the Network Procedures which can be obtained from the RailSafe website at <https://railsafe.org.au/procedures> or by contacting Sydney Trains.

RailSafe Network Rules means the Network Rules which can be obtained from the RailSafe website at <https://railsafe.org.au/> or by contacting Sydney Trains.

Railway has the meaning given in the Rail Safety National Law.

Railway Operations has the meaning given in the Rail National Law.

Running Line has the meaning given in the Rail Safety National Law.

Track Occupancy Authority has the meaning given in the RailSafe Network Rules.

Track Work Authority has the meaning given in the RailSafe Network Rules

Worksite has the meaning given in clause 1.5(b).

1.2 General requirements

- (a) The L3C Contractor must comply with the document entitled "General Safety Specification for Contractors" which can be obtained from the RailSafe website or by contacting the Sydney Trains' Representative (Safety Specification) which sets out the specific work health and safety requirements of the L3C Agreement including such matters as safety requirements for carrying out work in the Rail Corridor and Sydney Trains' policies with regard to drugs, alcohol and fatigue management.
- (b) The L3C Contractor's safety management system must comply with the requirements stipulated in the Duty to Ensure Safety so Far as is Reasonable Practicable Guideline. Office of the National Rail Safety Regulator & Guide to Transport for NSW Framework for Assuring the Safety of Rail Assets & Infrastructure.

1.3 Working in the Rail Corridor

- (a) The RailSafe Network Rules and RailSafe Network Procedures prescribe the rules and procedures for carrying out work in the Rail Corridor.
- (b) The L3C Contractor must comply with, and must ensure that its Associates and visitors comply with, the RailSafe Network Rules and RailSafe Network Procedures.
- (c) This Appendix does not limit or otherwise restrict the L3C Contractor's obligation to comply with the RailSafe Network Rules and RailSafe Network Procedures.

1.4 Method of working in the Danger Zone

- (a) Without limitation, the RailSafe Network Rules prescribe:
- (i) that work in the Danger Zone must be carried out only by using one of the following:
- A. work on track authorities:
- 1) Local Possession Authority (LPA), as described in NWT 302 Local Possession Authority;
 - 2) Track Occupancy Authority (TOC), as described in NWT 304 Track Occupancy Authority;
 - 3) Track Work Authority (TWA), as described in NWT 306 Track Work Authority; or
- B. work on track methods:
- 1) Absolute Signal Blocking (ASB), as described in NWT 308 Absolute Signal Blocking; or
 - 2) Lookout Working, as described in NWT 310 Lookout Working; Controlled Signal Blocking; and
- (ii) mandatory minimum safety measures for each method.
- (b) The preferred worksite protection arrangements for working on track are:

- (i) Local Possession Authorities; or
- (ii) Track Occupancy Authorities.
- (c) Each work on track authority and work on track method has mandatory minimum safety measures and additional safety measures may be applied.
- (d) If the L3C Contractor is to provide the L3C Services in the Danger Zone, the L3C Contractor must carry out work in the Danger Zone using the method(s) notified by the Sydney Trains' Representative to the L3C Contractor's Representative no later than 24 hours prior to the commencement of the relevant L3C Services.

1.5 Working hours

- (a) Subject to the other provisions of this Appendix (including those relating to Possessions), the hours of work applicable to the L3C Services to be carried out in the Rail Corridor and the Danger Zone will be notified by the Sydney Trains' Representative to the L3C Contractor's Representative no later than 24 hours prior to the commencement date of the relevant L3C Services.
- (b) Sydney Trains does not guarantee access or Possessions for any sites at which the L3C Services are to be carried out (Worksite) for the whole of the working hours notified by the Sydney Trains' Representative to the L3C Contractor's Representative under clause 1.5(a).

1.6 Removal of 1500V electrical supply

The hours, times and locations during which the 1500V supply will be removed by Sydney Trains will be notified by the Sydney Trains' Representative to the L3C Contractor's Representative no later than 24 hours prior to the commencement date of the relevant L3C Services.

1.7 Possessions

- (a) Possessions are closures and/or occupation of defined portions of one or more Running Lines to allow work to be carried out in the Danger Zone using either a Local Possession Authority or a Track Occupancy Authority. Subject to the requirements of this Appendix, the Sydney Trains' Representative will notify the L3C Contractor's Representative of any Possessions no later than 24 hours prior to the commencement date of the relevant L3C Services.
- (b) The L3C Contractor:
 - (i) acknowledges that any Possession arranged by Sydney Trains is not necessarily available for the sole purpose of allowing the L3C Services to proceed in the Danger Zone;
 - (ii) acknowledges that Sydney Trains does not guarantee Possessions for the whole of the Danger Zone working hours notified by the Sydney Trains' Representative to the L3C Contractor's Representative under clause 1.5(a);
 - (iii) warrants that it shall, if directed by the Sydney Trains' Representative, coordinate the L3C Services with:
 - A. Other Contractors engaged by Sydney Trains to carry out work in the Danger Zone during the Possession(s); and
 - B. the Sydney Trains' Associates operating and maintaining the Railway;

- (iv) warrants that it shall comply with, and ensure that its Associates comply with, any Direction that may be given by the Possession Protection Officer or any Protection Officer (whether engaged by the L3C Contractor or Sydney Trains), including a Direction to attend a safety briefing (or "Toolbox Talk") or to suspend work;
- (v) warrants that it shall take all necessary steps to ensure that the L3C Services in the Danger Zone are carried out utilising the specified methods and the arranged Possession(s) pursuant to clauses 1.4 and 1.7 respectively;
- (vi) warrants that, unless otherwise approved by Sydney Trains, it shall not carry out any of the L3C Services in a way which may result in disruption or alteration of the Sydney Trains' Railway Operations;
- (vii) acknowledges that Sydney Trains may alter or cancel any Possession and as a result of this action the Sydney Trains' Representative may direct the L3C Contractor to suspend the L3C Services;
- (viii) acknowledges that Possessions are difficult to obtain and are normally planned up to 12 months ahead of required dates, and as such arranged Possessions must be fully utilised; and
- (ix) indemnifies Sydney Trains against any damage, expense, loss or liability suffered or incurred by Sydney Trains arising out of or in connection with:
 - A. the under utilisation of any Possession during which the L3C Services were, or ought to have been, carried out; or
 - B. any disruption to the Sydney Trains' Railway Operations caused by a negligent act or omission of the L3C Contractor or its Associates relating to a Possession.

1.8 Protection Officers

- (a) All Worksites in the Rail Corridor must have a Protection Officer whose primary duty is to keep the Worksite and workers safe. The L3C Contractor must (unless otherwise directed by Sydney Trains) provide sufficient Protection Officers, possessing Sydney Trains issued certificate of competency, to:
 - (i) assess the work to be carried out by the L3C Contractor for safety and its potential to intrude on the Danger Zone;
 - (ii) ensure a safe place exists or can be created in the Danger Zone;
 - (iii) prepare Worksite protection plans;
 - (iv) ensure all work is carried out safely and in accordance with the RailSafe Network Rules and RailSafe Network Procedures; and
 - (v) keep records about Worksite protection arrangements.
- (b) When carrying out work in the Rail Corridor the L3C Contractor must comply with, and must ensure that each of its Associates complies with, any direction that may be given by a Protection Officer.
- (c) The L3C Contractor must procure Protection Officers from one of the Sydney Trains' Approved Suppliers of Protection Officers and must not, without Sydney

Trains' written permission, provide or deploy a Protection Officer provided by any other supplier.

1.9 Clearances and other requirements

The L3C Contractor must ensure that, when working in the Rail Corridor:

- (a) if specified in the Safety Specification or the Sydney Trains' Safety Management System, demarcation fencing (for example, star picket and plastic tape) is erected, as the minimum requirement, to indicate the horizontal boundary of the Danger Zone;
- (b) no metal object (including metal ladders, tapes, rules and scaffolding) is used or comes within six metres of the 1500V overhead wiring or equipment;
- (c) no person, plant or other object comes within one metre of the 1500V overhead wiring or equipment;
- (d) no structure that may affect entry to or egress from the Rail Corridor, or may obstruct the view of a train driver, is erected;
- (e) artificial lighting is not used to illuminate the place of work unless Sydney Trains or the Possession Protection Officer approves the type and placement of the lighting;
- (f) level crossings are not constructed unless Sydney Trains or the Possession Protection Officer gives the L3C Contractor written permission; and
- (g) each of the L3C Contractor's Associates:
 - (i) wears high visibility safety clothing (including an orange coloured safety vest with retro reflective strips); and
 - (ii) does not wear any red or green coloured clothing.

1.10 "Kick off" meeting

The L3C Contractor's nominated safety Associate must attend and participate in a "kick off" meeting to be held prior to the commencement of work at the Worksite. This meeting will be conducted by the Sydney Trains' Representative and attended by other stakeholders nominated by the Sydney Trains' Representative. The purpose of the meeting will be to discuss safety issues associated with the Worksite and the L3C Services and to ensure that the L3C Contractor understands its safety management obligations including its obligations to:

- (a) in consultation with Sydney Trains, identify hazards associated with the Worksite and the L3C Services to be carried out by the L3C Contractor, assess the associated risks and either eliminate the risks or develop measures to effectively control the risks;
- (b) prepare safety management plans and safe work method statements; and
- (c) ensure that each of its Associates:
 - (i) holds any required qualification or certificate of competency;
 - (ii) receives any required health assessment; and
 - (iii) is provided with all required safety induction training.

During the "kick off" meeting Sydney Trains will provide the L3C Contractor's nominated safety Associate with initial induction training including an overview of the Code of Conduct and relevant policies with which the L3C Contractor and its Associates are required to comply with.

1.11 Rail industry worker training

The L3C Contractor must, before Sydney Trains will provide the L3C Contractor with access to the Rail Corridor, provide to Sydney Trains satisfactory evidence that each of the L3C Contractor's Associates entering the Rail Corridor whose work will require them to intrude into the Danger Zone has:

- (a) completed and satisfied the requirements in the TLIF2080 Safely Access the Rail Corridor course (as updated or replaced from time to time) or an equivalent course as approved by Sydney Trains in writing;
- (b) been issued a Rail Industry Worker (RIW) card (as updated or replaced from time to time), and
- (c) satisfied any other requirements relating to rail safety induction as notified by Sydney Trains to the L3C Contractor.

1.12 Pre-work safety briefing

The L3C Contractor must conduct pre-work safety briefings for all of its Associates on a Worksite daily at the commencement of each shift and whenever work conditions change. During the pre-work safety briefings the L3C Contractor must discuss:

- (a) any Worksite specific hazards;
- (b) safe work method statements setting out the risk assessments and controls associated with the work activities scheduled during the day or shift;
- (c) the Worksite protection in place and the boundaries of such protection;
- (d) the times at which protection will be in place;
- (e) the signals which will be given when it is necessary to clear the Railway Tracks;
- (f) the location of safe places / refuges to be used when required to clear the Railway Tracks: and
- (g) access and egress to the Worksite.

Schedule 5 - Intellectual Property

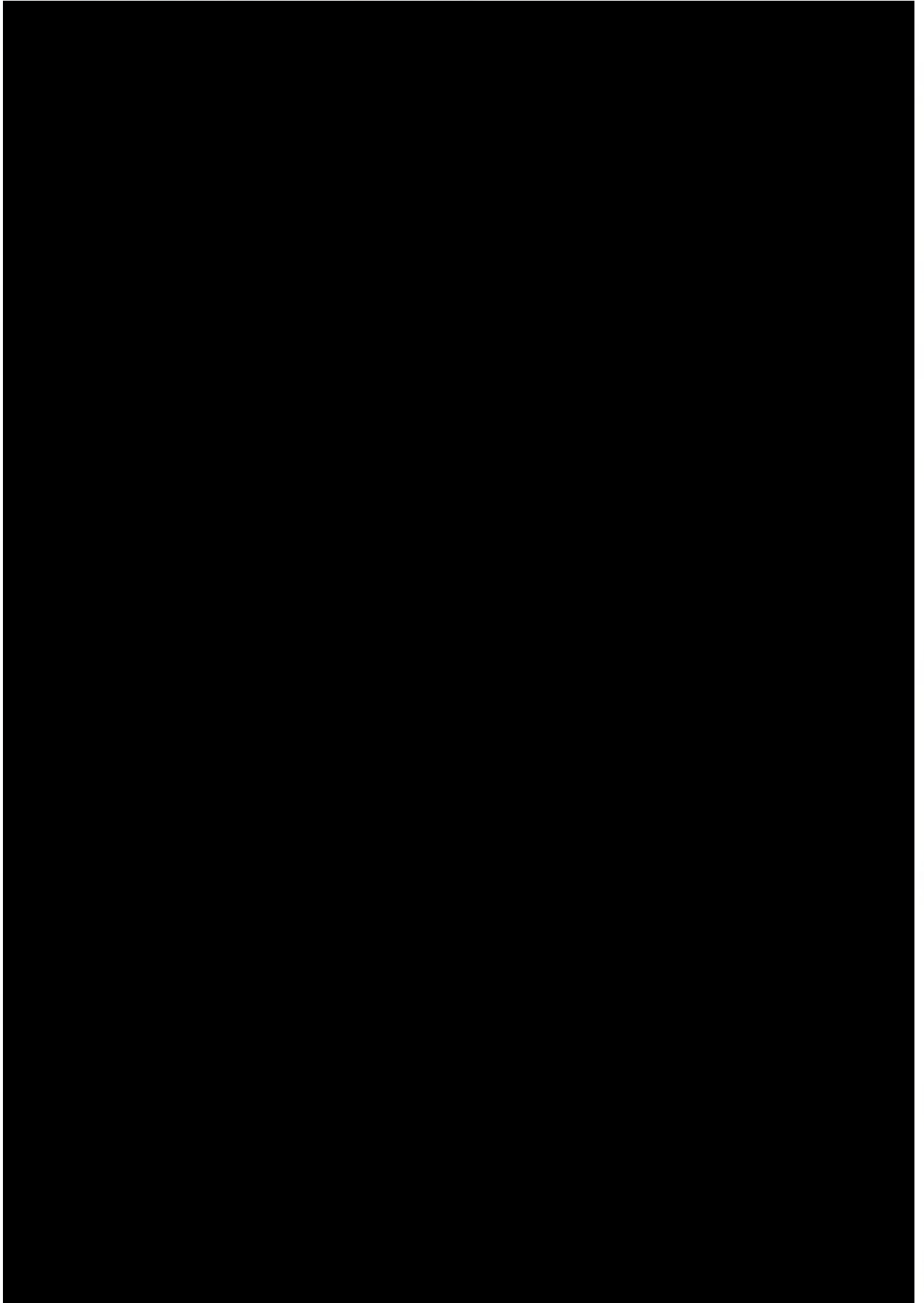
4.101.1 Rights to Intellectual Property

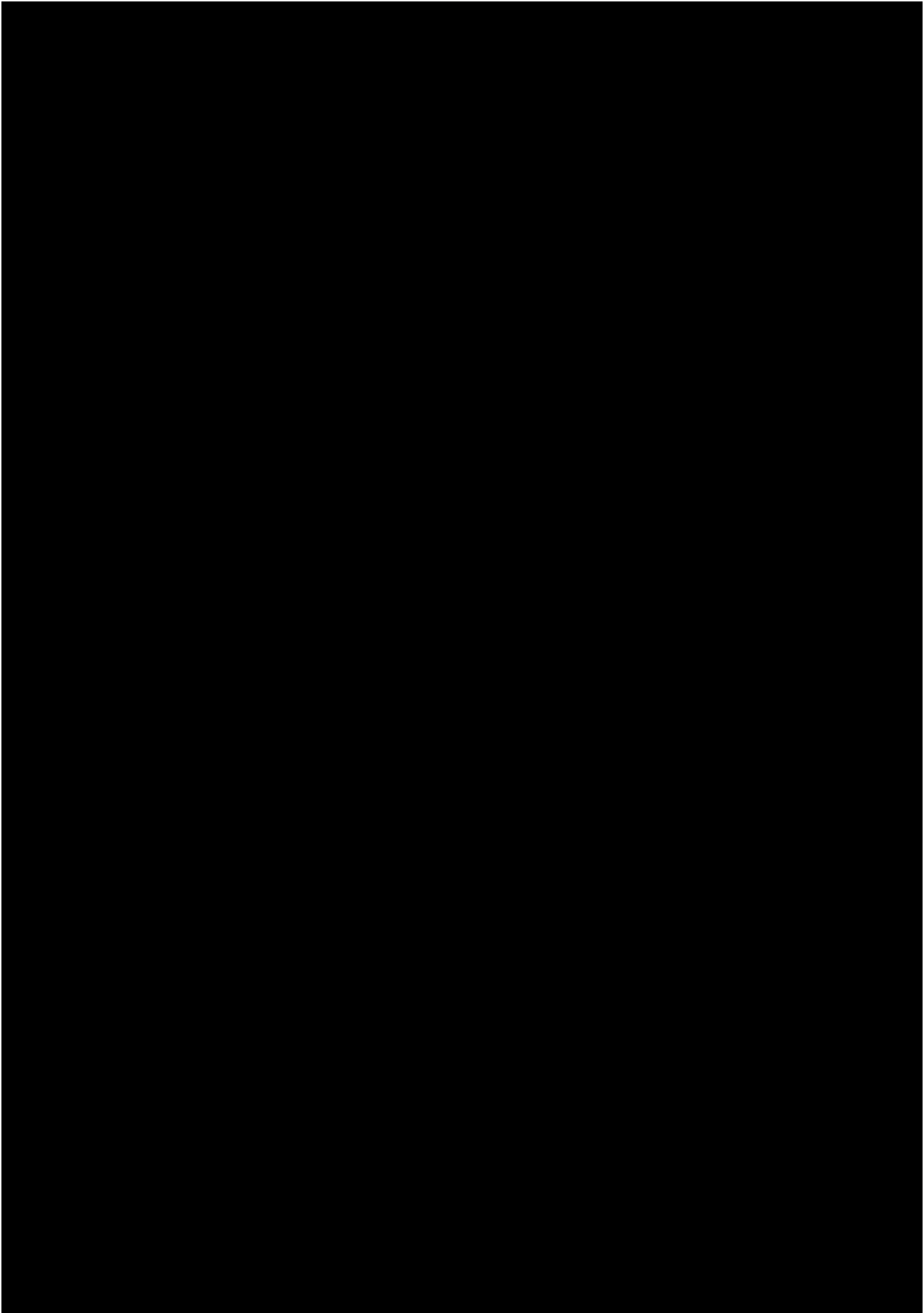
- (a) The parties acknowledge and agree that RailCorp Sydney Trains will retain all rights, title and interest (including Intellectual Property) in the RailCorp Sydney Trains Material.
- (b) The parties acknowledge and agree that the L3C Contractor, or an applicable Key Provider, will retain all rights, title and interest (including Intellectual Property) in the Pre-existing L3C Contractor Material and the UGL Rail Maintenance Documents.
- (c) Except to the extent provided for in clause 1.1(e), The L3C Contractor assigns to RailCorp Sydney Trains -all:
- (i) the benefit of the Deliverables and all rights arising from them in Australia and elsewhere (including all Intellectual Property); and
 - (ii) corresponding rights obtainable in respect of the Deliverables, absolutely from the date such a Deliverable is developed, created or otherwise made.
- (d) The Deliverables are:
- (i) all improvements to, or any modification, adaptation or development of or to, the RailCorp Sydney Trains Material made by the L3C Contractor, or on behalf of the L3C Contractor by anyone other than RailCorp Sydney Trains;
 - (ii) anything that is created or developed by the L3C Contractor, or on behalf of the L3C Contractor by anyone other than RailCorp Sydney Trains, using the RailCorp Sydney Trains Material;
 - ~~(iii)~~ all work processes, procedures, and methods, specifications, guidelines, know-how and technical information that is documented by the L3C Contractor in the performance of the L3C Services; ~~and~~
 - ~~(iv)~~ all data, code, outputs or other information (in any format) produced for the purpose of the performance of the L3C Services by, derived through or arising from the operation of any systems or software operated, supplied or used by the L3C Contractor in performing the L3C Services;
 - ~~(v)~~ anything developed or created by or on behalf of the L3C Contractor in the performance of the L3C Services; ~~and~~
 - ~~(vi)~~ all items, materials, documentation (including the Design Documentation and any plans, drawings, manuals and specifications) and products produced, created or developed for Sydney Trains by or on behalf of the L3C Contractor as part of providing the L3C Inventory, Plant, or L3C Services for the purposes of, or in anticipation of, this L3C Agreement (but excluding the L3C Inventory);

but excludes any:

- ~~(iii)~~(vii) Pre-existing L3C Contractor Material or UGL Rail Maintenance Documents; or

(iv)(viii) Intellectual Property that vests in an OEM or the owner of Third Party Software.





(e)(g) The L3C Contractor grants, or must procure the grant of, a non-exclusive, perpetual, irrevocable, royalty free and non-transferable licence in favour of [RailCorp Sydney Trains](#) to:

- (i) use, reproduce, adapt or develop; and
- (ii) sublicense any other person to use, reproduce, adapt or develop,

all of the UGL Rail Maintenance Documents in connection with ~~the provision of:~~

- (iii) the L3C Services or similar services;
- (iv) the procurement of parts, equipment or Plant;
- (v) the maintenance, or testing, of any Cars or RailCorpSydney Trains property; or
- (vi) any other RailCorpSydney Trains purpose,

and to disclose on a confidential basis to third parties for the purposes of a re-tender process for the L3C Services and for any procurement in connection with the matters set out in this paragraph (g), but excluding the ability of RailCorpSydney Trains, or any other person, to Commercialise that Intellectual Property, or any other rights, licensed to RailCorpSydney Trains under this clause 1.1(g)1.1(e) of this Schedule 5.

(f)(h) The L3C Contractor grants, or must procure the grant of, an irrevocable, royalty free licence in favour of RailCorpSydney Trains to:

- (i) use, reproduce, adapt or develop; and
- (ii) sublicense any other person to use, reproduce, adapt or develop,

all of the Pre-existing L3C Contractor Material during the Term to the extent necessary for the purposes of:

- (iii) receiving the full benefit of the L3C Services;
- (iv) integrating the L3C Services with RailCorpSydney Trains's other operations , including:
 - A. the procurement of parts, equipment and Plant; or
 - B. the maintenance, or testing, of any Cars or RailCorpSydney Trains property.

(g)(i) The L3C Contractor undertakes at its own expense to do all acts and execute all documents necessary or desirable for perfecting the title of RailCorpSydney Trains to rights that must be assigned, or licensed, under this clause 1.1 of this Schedule 5 and the L3C Contractor hereby appoints RailCorpSydney Trains as its attorney for it and in its name and on its behalf for such purpose.

(h)(j) The L3C Contractor must deliver up to RailCorpSydney Trains on request all certificates of title, papers, reports, documents and other items in relation to the rights that must be assigned, or licensed, to RailCorpSydney Trains pursuant to this clause 1.1 of this Schedule 5.

1.411.2 Licence of RailCorpSydney Trains Material and Deliverables

(a) RailCorpSydney Trains grants to the L3C Contractor a non-exclusive, royalty free, non-transferable licence until the expiry of the Term or the earlier determination of this L3C Agreement:

- (i) to use; and

- (ii) reproduce, adapt and develop,

the [RailCorp Sydney Trains](#) Material and the Deliverables, for the sole purpose of carrying out the L3C Services.

- (b) The L3C Contractor may sublicense its rights set out in this clause 1.2 of this Schedule 5 to its Subcontractors until the expiry of the Term or the earlier determination of this L3C Agreement, but only for the sole purpose of the Subcontractor performing its obligations under the relevant subcontract to facilitate the carrying out of the L3C Services.
- (c) [RailCorp Sydney Trains](#) reserves all other rights in the [RailCorp Sydney Trains](#) Material and the Deliverables.

1.121.3 Licence for Third Party Intellectual Property

- (a) Except to the extent that the L3C Contractor has procured an assignment or licence in accordance with clause 1.1(e) in favour of Sydney Trains, the L3C Contractor must procure the grant of an irrevocable, royalty free licence in favour of [RailCorp Sydney Trains](#) to:
 - (i) use, reproduce, adapt or develop; and
 - (ii) sublicense any other person to use, reproduce, adapt or develop,the Third Party Intellectual Property (including any Third Party Deliverable that is Third Party Intellectual Property) to the extent necessary to ensure that [RailCorp Sydney Trains](#) receives the benefit of the L3C Services.
- (b) When procuring a licence in accordance with clause 1.3(a) of this Schedule 5, the L3C Contractor must, if a perpetual licence is available at no material additional cost, procure for [RailCorp Sydney Trains](#) a perpetual licence.

1.131.4 Licence for the Reference Documents

- (a) [RailCorp Sydney Trains](#) grants to the L3C Contractor a non-exclusive, royalty free, non-transferable sublicense until the expiry of the Term or the earlier determination of this L3C Agreement to use the Reference Documents for the sole purpose of providing the L3C Services.
- (b) The L3C Contractor must not:
 - (i) except to the extent the Reference Documents are owned by the L3C Contractor or licensed to the L3C Contractor by a Key Provider reproduce, adapt or otherwise develop the Reference Documents;
 - (ii) assign, novate or otherwise transfer its interest in the licence provided under clause 1.3(a) of this Schedule 5; or
 - (iii) sublicense the rights provided under clause 1.4(a) of this Schedule 5, except in accordance with clause 1.4(c) of this Schedule 5.
- (c) Provided that the Intellectual Property in the Reference Documents is owned by [RailCorp Sydney Trains](#), or licensed to the L3C Contractor by a Key Provider, then the L3C Contractor may sublicense the rights provided under clause 1.4(a) of this Schedule 5 to its Subcontractors to the extent necessary to satisfy its obligations under this L3C Agreement.
- (d) The L3C Contractor acknowledges and agrees that the Reference Documents are Confidential Information of [Sydney Trains](#).

1.441.5 Third Party Software

- (a) Except to the extent that the L3C Contractor has procured an assignment or licence in accordance with clause 1.1(e) in favour of Sydney Trains, The L3C Contractor must procure the grant of an irrevocable, royalty free licence in favour of RailCorpSydney Trains to:
- (i) use, reproduce, adapt or develop; and
 - (ii) sublicense any other person to use, reproduce, adapt or develop,
- the Third Party Software (including any Third Party Deliverable that is Third Party Software) - to the extent necessary to ensure that RailCorpSydney Trains receives the full benefit of the L3C Services.
- (b) When procuring a licence in accordance with clause 1.5(a) of this Schedule 5, the L3C Contractor must:
- (i) where a perpetual licence is available at no material additional cost, procure for RailCorpSydney Trains a perpetual licence; and
 - (ii) where Third Party Software is installed on or supplied together and for use with an item of L3C Inventory, ensure that the term of the licence for that Third Party Software extends for (at a minimum) the full service life of that item of L3C Inventory.
- (c) The L3C Contractor must, if and to the extent required by RailCorpSydney Trains, sublicense or assign the L3C Contractor's rights under, or cause a novation of the L3C Contractor's rights and obligations under, or assist RailCorpSydney Trains to obtain direct rights to, Third Party Licences to RailCorpSydney Trains, or a Replacement Contractor nominated by RailCorpSydney Trains in writing,
- (i) on termination or expiry of this L3C Agreement for whatever reason; and
 - (ii) in order to permit RailCorpSydney Trains to exercise Step-in Rights in accordance with clause 36 of this L3C Agreement.
- (d) In respect of any such sublicense, assignment, novation, or any such direct rights obtained:
- (i) each party will bear its own costs in connection with effecting the assignment or novation, or obtaining direct rights;
 - (ii) RailCorpSydney Trains will pay, or will ensure the Replacement Contractor pays, all costs and expenses under such Third Party Licences referable to any period after the date of their assignment or novation;
 - (iii) without derogating from clause 1.8 of this Schedule 5, the L3C Contractor must do all acts and things reasonably requested by RailCorpSydney Trains to enable RailCorpSydney Trains, or the Replacement Contractor (as applicable), to:
 - A. obtain copies of, and otherwise be apprised of all of the terms of, and communications and information concerning, the Third Party Licences and their performance;

- B. exercise, perform and enforce all rights and obligations under the Third Party Licences, as if named as the L3C Contractor; and
 - C. receive full benefits accruing to the L3C Contractor under the Third Party Licences; and
- (iv) on and from the date of the assignment or novation of, or obtaining direct rights to, such Third Party Licences, [RailCorpSydney Trains](#), or the Replacement Contractor (as applicable), will assume all obligations of the L3C Contractor under such Third Party Licences that arise on and from such date.
- (e) The L3C Contractor must do all things necessary to perfect the licences granted to [RailCorpSydney Trains](#) pursuant to this clause 1.5 of this Schedule 5 and otherwise to give effect to the L3C Contractor's obligations under this clause 1.5 of this Schedule 5. The L3C Contractor irrevocably appoints [RailCorpSydney Trains](#), or such other person as [RailCorpSydney Trains](#) nominates from time to time, as the L3C Contractor's attorney to do such acts and things, in the L3C Contractor's name, as [RailCorpSydney Trains](#) reasonably requires in order to exercise its rights under this clause 1.5 of this Schedule 5.

1.151.6 Updates and Versions

- (a) This clause ~~1.6Schedule 51.6~~ only applies to any Third Party Software that is supplied by the L3C Contractor to [RailCorpSydney Trains](#) under this L3C Agreement, and in respect of which the L3C Contractor provides (or procures that a third party provides) support services.
- (b) The L3C Contractor must promptly notify [RailCorpSydney Trains](#) of any Updates or Versions which have become available from the owners of such Updates or Versions together with the L3C Contractor's understanding of the implications of such Updates and Versions.
- (c) [RailCorpSydney Trains](#) will within 30 Business Days of notification under clause 1.5(a) of this Schedule 5 (as relevant), advise the L3C Contractor if it requires the L3C Contractor to supply and implement such Updates or Versions to [RailCorpSydney Trains](#).
- (d) On receipt of such notification under clause 1.5(b) of this Schedule 5, the L3C Contractor must within 10 Business Days commence the supply and implementation of such Updates or Versions to [RailCorpSydney Trains](#). The supply and implementation must be completed within 20 Business Days of the commencement of the supply and implementation (or such other time period as the parties may reasonably agree).
- (e) The L3C Contractor must deliver, each time a new Update or Version is supplied and implemented in connection with Software, a copy of the source code to the Escrow Agent on the terms of Escrow Agreement.
- (f) If [RailCorpSydney Trains](#) decides not to accept any Update or Version, the L3C Contractor must continue to provide support in accordance with this L3C Agreement for the current system used by [RailCorpSydney Trains](#) for the remainder of the Term.
- (g) The L3C Contractor acknowledges and agrees that:
 - (i) [RailCorpSydney Trains](#) is not obliged to accept or use any Update or Version; and

- (ii) non-acceptance or non-use of any Update or Version by [RailCorpSydney Trains](#) does not relieve the L3C Contractor in any way from complying with the L3C Contractor's obligations, representations and warranties under this L3C Agreement.

4.161.7 Software Listing

- (a) On the L3C Services Commencement Date and every 12 months thereafter, or upon request by [RailCorpSydney Trains](#), the L3C Contractor must deliver the Software Listing, and the IP Listing, to [RailCorpSydney Trains](#).
- (b) Within 10 Business Days of use by the L3C Contractor of:
 - (i) any Software which is not specified in the Software Listing; or
 - (ii) any Intellectual Property which is not in the IP Listing,in connection with the L3C Services, the L3C Contractor must provide the following information in writing to [RailCorpSydney Trains](#):
 - (iii) name and release version of the Software or Intellectual Property;
 - (iv) owner and distributor of the Software or Intellectual Property together with their direct contact details;
 - (v) whether the Software is Third Party Software;
 - (vi) whether the Intellectual Property is Third Party Intellectual Property;
 - (vii) the duration of any licence and maintenance agreements;
 - (viii) any licence and maintenance fees and similar fees; and
 - (ix) confirmation that the Software or Intellectual Property is the subject of the warranty in clause [1.8Schedule 51.8](#) of this Schedule 5.
- (c) Within 20 Business Days of receipt of the Software Listing provided by the L3C Contractor under clause 1.7(a) of this Schedule 5 or the information under clause 1.7(b) of this Schedule 5, [RailCorpSydney Trains](#) may dispute the L3C Contractor's identification of Software as Third Party Software by written notice to the L3C Contractor. If the parties are unable to agree on this issue within a reasonable time, a party may refer the dispute for resolution under clause 42.

4.171.8 Warranties by L3C Contractor

The L3C Contractor represents and warrants that:

- (a) it has or will have all appropriate licences of, or title to, the rights contemplated by this Schedule 5 and the Third Party Software which are required for the purposes of this L3C Agreement by such time as they are required for the purposes of this L3C Agreement;
- (b) the rights in the [RailCorpSydney Trains](#) Material, Deliverables, [Third Party Deliverables](#), Pre-existing L3C Contractor Material, the UGL Rail Maintenance Documents and Third Party Intellectual Property contemplated by this Schedule 5, and the Third Party Software, are all the rights that are required by the L3C Contractor to provide the L3C Services or any part of the L3C Services;
- (c) the rights in the [RailCorpSydney Trains](#) Material, Deliverables, [Third Party Deliverables](#), Pre-existing L3C Contractor Material, the UGL Rail Maintenance

Documents and Third Party Intellectual Property contemplated by this Schedule 5, and the Third Party Software, will be, and will remain, compatible with the systems, frameworks and software used by [RailCorp Sydney Trains](#) as required by the SPTR;

- (d) the use by [RailCorp Sydney Trains](#) and any person authorised by it of the rights in the [RailCorp Sydney Trains](#) Material, Deliverables, [Third Party Deliverables](#). Pre-existing L3C Contractor Material, the UGL Rail Maintenance Documents and Third Party Intellectual Property contemplated by this Schedule 5 will not infringe any patent, trade mark, registered design, copyright or similar or other intellectual or industrial property rights of any person nor give rise to payment by [RailCorp Sydney Trains](#) of any authorised person of any royalty to any third party or to any liability to pay compensation;
- (e) every item of Software used or to be used in the provision of the L3C Services is contained in the Software Listing or later identified in accordance with clause 1.7(b) of this Schedule 5; and
- (f) it has the authority to undertake the obligations concerning the Intellectual Property contemplated by this Schedule 5 and the Third Party Software contained in this Schedule 5.

1.181.9 Infringements

- (a) [RailCorp Sydney Trains](#) must notify the L3C Contractor as soon as practicable of any of the following things which [RailCorp Sydney Trains](#) knows about ([RailCorp Sydney Trains](#) will only be deemed to know about these things if they are known to individual employees or officers of [RailCorp Sydney Trains](#) whose management responsibilities are such as to equate their knowledge with the knowledge of [RailCorp Sydney Trains](#)):
 - (i) the threatened or actual infringement of any Intellectual Property contemplated by this Schedule 5 or the Third Party Software by a third party; or
 - (ii) an action, claim or demand that the L3C Services infringes the Intellectual Property of any third party.
- (b) The L3C Contractor must, if requested by [RailCorp Sydney Trains](#), defend and hold harmless [RailCorp Sydney Trains](#) against any claim of the type referred to in clause 1.9(a) of this Schedule 5 (including by way of making a cross-claim in the relevant proceedings) to the extent the claim alleges that any material that [RailCorp Sydney Trains](#) has a right to under this L3C Agreement infringes the Intellectual Property of any person.
- (c) [RailCorp Sydney Trains](#) will give the L3C Contractor such assistance as the L3C Contractor reasonably requests in order to deal with an Intellectual Property infringement claim (whether by way of action, defence or otherwise) which is reasonably likely to materially affect [RailCorp Sydney Trains's](#) exercise of rights or the L3C Contractor's performance of obligations under this L3C Agreement. Any cost, expenses or damages incurred by [RailCorp Sydney Trains](#) in complying with this clause 1.9(c) of this Schedule 5 are a debt due and payable by the L3C Contractor to [RailCorp Sydney Trains](#).

1.191.10 L3C Contractor to rectify infringements

Without limiting or otherwise restricting clauses 38.1 and clause 1.10 of this Schedule 5 and except to the extent caused by a contravention of this L3C Agreement by [RailCorp Sydney Trains](#), if as a result of any claim of the kind referred to in clause 1.9 of this Schedule 5 [RailCorp Sydney Trains](#) is required by Law to cease (whether because of court order or otherwise) or, acting reasonably, ceases or proposes to cease, any exercise of the Intellectual

Property contemplated by this Schedule 5, or the Third Party Software, the L3C Contractor must, at the L3C Contractor's sole cost and expense:

- (a) secure for [RailCorpSydney Trains](#) the right to continue such exercise;
- (b) replace associated Intellectual Property with non-infringing Intellectual Property;
- (c) modify any materials, Component Parts, Software, devices, or processes so that they become non-infringing; or
- (d) only where the actions described in paragraphs (a) to (c) are not reasonably feasible and with Sydney Trains' prior consent, remove any materials, Component Parts, Software, devices, or processes that are infringing and refund sums paid for them without prejudice to any other rights of [RailCorpSydney Trains](#).

1.201.11 Escrow of Software

- (a) The L3C Contractor must maintain a copy of:
 - (i) the source code; and
 - (ii) all documentation necessary to understand and use the source code, for the current and any immediately preceding versions (excluding any preceding version in existence before the Execution Date) of any Third Party Software that will be supplied by [RailCorpSydney Trains](#), if the L3C Contractor has the appropriate rights to access that source code, from the date supplied to [RailCorpSydney Trains](#) in accordance with this L3C Agreement, (irrespective of whether or not it has been especially customised or developed for the purposes of this L3C Agreement or developed by the L3C Contractor), in escrow with the Escrow Agent on the terms of the Escrow Agreement.
- (b) Subject to clause 1.11(c) of this Schedule 5, [RailCorpSydney Trains](#) will be entitled, at no cost to [RailCorpSydney Trains](#), to be provided with this source code at any time if [RailCorpSydney Trains](#) reasonably requires this source code to exercise its rights under this Schedule 5.
- (c) In circumstances specified in clause 1.11(b) of this Schedule 5, the L3C Contractor acknowledges and agrees the Escrow Agent will release the source code to [RailCorpSydney Trains](#) in accordance with the Escrow Agreement after receipt of a written notice from [RailCorpSydney Trains](#) to the Escrow Agent specifying the conditions which justify the release. If the L3C Contractor disputes the release then it must give notice to both [RailCorpSydney Trains](#) and the Escrow Agent of that dispute and containing particulars of the dispute. Unless the dispute is resolved between the L3C Contractor and [RailCorpSydney Trains](#), the dispute will be dealt with in accordance with clause 43.
- (d) [RailCorpSydney Trains](#) must return to the Escrow Agent any source code released to [RailCorpSydney Trains](#) in accordance with this clause 1.11 of this Schedule 5 as soon as practical after [RailCorpSydney Trains](#) no longer reasonably requires it to exercise its rights under this clause 1.11 of this Schedule 5 and otherwise in accordance with the Escrow Agreement.

1.211.12 Physical Material

- (a) The L3C Contractor must make available to [RailCorpSydney Trains](#) at the Site:
 - (i) on the L3C Services Commencement Date;
 - (ii) on the Transition Out Phase Commencement Date;

- (iii) upon the termination or expiry of this L3C Agreement; and
- (iv) at other times reasonably requested by [RailCorp Sydney Trains](#) during the Term,

such physical media (including specifications, instructions, drawings, manuals, bulletins and electronic tools), together with copies provided in soft media, embodying:

- (v) all material, documents and information contemplated by clause 1.1 of this Schedule 5; and
- (vi) the Third Party Software which the L3C Contractor has appropriate rights to provide,

as [RailCorp Sydney Trains](#) reasonably requests to enable it to exercise fully its rights under this L3C Agreement.

1.221.13 Moral Rights

The L3C Contractor:

- (a) must ensure that it does not, and its Associates do not, infringe any moral right in any artistic work in carrying out the L3C Services;
- (b) must ensure that it obtains irrevocable consent, including for the benefit of [RailCorp Sydney Trains](#), from the author of any artistic work to be incorporated into or used during the provision of the L3C Services, including any necessary consents from its Associates to:
 - (i) any non-attribution or false attribution of the artistic work;
 - (ii) repairs to, maintenance and servicing of, additions, refurbishments or alterations to, changes, relocation, destruction or replacement of the whole or any part of the artistic work or L3C Services; and

The terms "moral right" and "artistic work" have the same meaning as in the Copyright Act 1968 (Cth).

1.231.14 Provision of Integration Services, Software and Systems at L3C's Contractor's risk and cost

- (a) The L3C Contractor acknowledges and agrees that in order for it assist [RailCorp Sydney Trains](#) in achieving the [RailCorp Sydney Trains](#) L3C Purpose and Strategic Intent, new computer software and systems may be necessary, and accordingly:
 - (i) the L3C Contractor must deliver and provide all Software, Systems and Integration Services specified in or implied from the SPTR (including those specified in or implied from the [Management Systems & Processes Plan](#)~~Systems Integration Plan~~ developed in accordance with section 134 of Appendix 6 of the SPTR); and
 - (ii) perform its obligations under clause 1.14 of this Schedule 5,

in accordance with, and within the times agreed by [RailCorp Sydney Trains](#) in writing under, this L3C Agreement. The L3C Contractor, not [RailCorp Sydney Trains](#), is responsible for recommending any Software and System delivered under this L3C Agreement for the purposes of this clause 1.14 of this Schedule 5, including as to its efficacy, functional or non-functional benefits, and performance,

and the L3C Contractor acknowledges that RailCorpSydney Trains relies on such recommendation.

(b) The parties acknowledge that:

- (i) the L3C Contractor intends to meet its obligations under clause 1.14(a) of this Schedule 5 by establishing portals that will act as interfaces between the L3C Contractor's systems and RailCorpSydney Trains' systems;
- (ii) as at the commencement of this L3C Agreement, the parties have not fully scoped the requirements for the design and implementation of those portals and interfaces;
- (iii) as a result, the L3C Contractor is not able to accurately scope the services and activities required to establish those portals and interfaces, and maintain compatibility of those portals and interfaces with RailCorpSydney Trains's systems throughout the term; and
- (iv) the L3C Contractor has included in the L3C Services Fee:
 - A. all costs of establishing the portals required to meet its obligations under clause 1.14(a) of this Schedule 5, and of establishing and maintaining interfaces between the portals and the L3C Contractor's systems throughout the Term; and
 - B. a maximum of [REDACTED] of effort to design, implement and maintain the necessary interfaces between RailCorpSydney Trains's systems and the portals established by the L3C Contractor in accordance with clause 1.14(a) of this Schedule 5.

(c) Notwithstanding any other provision in this L3C Agreement, if additional effort [REDACTED] is required in the aggregate to:

- (i) design and implement the necessary interfaces between RailCorpSydney Trains's systems and the portals established by the L3C Contractor in accordance with this clause; and
- (ii) maintain compatibility of those interfaces with any upgrades, modifications or changes to RailCorpSydney Trains's systems,

then the L3C Contractor must notify RailCorpSydney Trains and will be entitled to charge RailCorpSydney Trains reasonable additional charges (having regard to the nature of the services and the personnel required) for that effort.

(d) Except where clause 1.14(c) of this Schedule 5 applies, the L3C Contractor acknowledges and agrees that the L3C Contractor:

- (i) bears all risks and costs associated with the matters specified in this clause 1.14 of this Schedule 5;
- (ii) is not entitled to make, and RailCorpSydney Trains will not be liable upon, any Claim against RailCorpSydney Trains which arises from, or is in connection with, any failure:
 - A. of the L3C Contractor to comply with this clause 1.14 of this Schedule 5, or

- B. of the Software, Systems and Integration Services to perform in accordance with the requirements of this L3C Agreement or otherwise in accordance with the L3C Contractor's expectations.

1.241.15 Integration Services

Without limiting clause 1.14 of this Schedule 5, the L3C Contractor must, when providing the Integration Services:

- (a) develop all necessary interfaces required by the SPTR;
- (b) configure any Software it is delivering under clause 1.14 so that it is fully compatible with the [RailCorpSydney Trains](#) Software, the [RailCorpSydney Trains](#) Hardware and the [RailCorpSydney Trains](#) Operating Environment;
- (c) decommission any existing software and hardware as required in accordance with the SPTR;
- (d) in creating, enhancing or improving any System, procure, install and integrate the Software with the [RailCorpSydney Trains](#) Software and the [RailCorpSydney Trains](#) Hardware so as to ensure that all component parts of that System interact with each other in accordance this L3C Agreement;
- (e) integrate any System with the [RailCorpSydney Trains](#) Operating Environment so as to ensure that the System is fully compatible with the [RailCorpSydney Trains](#) Operating Environment and operates as an integrated whole and without degrading the [RailCorpSydney Trains](#) Operating Environment;
- (f) immediately report to [RailCorpSydney Trains](#) any material problems or technical issues arising from or in connection with the L3C Contractor's performance of the Integration Services and do all things necessary to resolve the problem or issue (as the case may be);
- (g) except where clause 1.14(c) applies, perform at its own cost any other activities or tasks incidental to or connected with the performance of the L3C Contractor's obligations referred to in this clause 1.14 of Schedule 5; and
- (h) ensure that [RailCorpSydney Trains](#) receives all information required by [RailCorpSydney Trains](#) in order for [RailCorpSydney Trains](#) to understand the architecture, components and nature of any System provided by the L3C Contractor.

1.251.16 Warranties

The L3C Contractor represents and warrants that:

- (a) in providing the Integration Services the L3C Contractor will not introduce any bug, error, virus or code which may:
 - (i) permit access to or use of any [RailCorpSydney Trains](#) Software, any System or the [RailCorpSydney Trains](#) Operating Environment by any person without the permission of [RailCorpSydney Trains](#); or
 - (ii) damage, delete, disable or otherwise disrupt normal use of any [RailCorpSydney Trains](#) Software, any System or the [RailCorpSydney Trains](#) Operating Environment;
- (b) all Software, and Systems, will not, unless explicitly agreed to by [RailCorpSydney Trains](#) in writing, include bespoke or non-standard software code customisations.

~~Schedule 5~~ Schedule 6 - Confidential Information

Not used.

~~Schedule 6~~ Schedule 7 - Statutory Declaration

~~STATUTORY DECLARATION~~

I, _____ of _____, do solemnly and sincerely declare as follows:

~~1.1 I am [position held in Contractor's organisation] of [Contractor's name] ABN [number] (Contractor).~~

~~1.2 The Contractor has a contract with RailCorp to provide level 3 maintenance and procurement services dated [date] (L3C Agreement).~~

~~1.3 All subcontractors, suppliers and consultants engaged by the Contractor with respect to work under the L3C Agreement have been paid all moneys due and payable to them in respect of work carried out for or materials supplied to the Contractor.~~

~~1.4 Attached to and forming part of this declaration is a subcontractor's statement given by the Contractor in its capacity as subcontractor (as that term is defined in the Workers Compensation Act 1987, Payroll Tax Act 2007 and Industrial Relations Act 1996) (Acts) which is a written statement:~~

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

~~(b) under Schedule 2 section 18 of the Payroll Tax Act 2007, in the form and providing the detail required by that legislation; and~~

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

~~1.5 The matters which are contained in this declaration and the attached subcontractor's statement are true.~~

~~1.6 The period of the L3C Agreement covered by this declaration and the attached subcontractor's statement is from [] to [].~~

~~1.7 The report on the achievement (or otherwise) of the performance standards detailed in Schedule 20 to the L3C Agreement attached to this statutory declaration is correct.~~

~~1.8 The L3C Services the subject of the attached invoice have been provided in accordance with the L3C Agreement.~~

~~1.9 I am not aware of anything that would contradict the statement made in this statutory declaration.~~

~~1.10 The period of the L3C Agreement covered by this declaration and the attached Subcontractor's Statement is from _____ to _____.~~

~~1.11 The Contractor is not, under any law, insolvent or unable to pay its debts as and when they fall due.~~

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

~~Declared at _____ on~~

~~_____ by~~

Signature of person making the declaration

before me: _____

Justice of the Peace/Solicitor of the Supreme Court of New South Wales

Statutory Declaration

1. _____

of _____

do solemnly and sincerely declare that:

1. _____ I am the representative of:

_____ **("the Contractor")**

in the Office Bearer capacity of:

2. _____ The Contractor has a contract with the _____ I:

_____ **("the Contract")**

3. _____ I personally know the facts which I have set out in this declaration.

4. _____ All employees who have at any time been engaged by the Contractor for work done under the Contract:

a) _____ have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and

b) _____ have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,

with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:

Employee: _____ Amount unpaid or not accrued: _____

5. _____ In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration.

6. _____ The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.

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

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

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

i) have been paid all remuneration and benefits due and payable to them by; or
ii) had accrued to their account all benefits to which they are entitled from;
the subcontractor of the Contractor or from any other subcontractor (except for
subcontracts not exceeding \$25,000 at their commencement) in respect of any work
under the Contract, and

(c) of details of any amounts due and payable or benefits due to be received or accrued
described in 8(b) above which have not been paid, received or accrued.

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

Subcontractor: _____ Due amount unpaid: _____

*insert names and addresses
of the Contractor's
subcontractors who have
not submitted a declaration,
and unpaid amounts due or
otherwise due to each of
them by the Contractor in
respect of this claim*

8. Where a subcontractor to the Contractor has provided a declaration as in 7 above, and it
includes unpaid amounts or benefits either not received or not accrued, details of the
subcontractor, details of the affected employees, suppliers and subcontractors of the
subcontractor, and the respective amounts or benefits either unpaid or not accrued are as
follows:

Employee, subcontractor or supplier: _____ Amount unpaid or not accrued: _____

*insert names of the
subcontractors, the name
and addresses of the unpaid
employees, subcontractors
and suppliers and amounts
listed as unpaid or not
accrued to them.*

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

10. I personally know the truth of the matters which are contained in this declaration.

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

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths
Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false
statement in this declaration.

Declared at _____ on _____
(place) (day) (month) (year)

(Signature of Declarant)

Before me:

(Signature of person before whom the declaration is made)

(Name of the person before whom the declaration is made)

(Title* of the person before whom the declaration is made)

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

[*strike out the text that does not apply]

1. _____ *I saw the face of the declarant.
OR

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

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

OR

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

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

Signature of person before whom the declaration is made

Before me:

(Signature of person before whom the declaration is made)

(Name of the person before whom the declaration is made)

(Title* of the person before whom the declaration is made)

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

- where the declaration is sworn within the State of New South Wales:

(i) a justice of the peace of the State of New South Wales;

(ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or

(iii) a notary public.

- where the declaration is sworn in a place outside the State of New South Wales:

(i) a notary public; or

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

SUBCONTRACTOR'S STATEMENT

REGARDING WORKERS COMPENSATION, PAYROLL TAX AND

REMUNERATION (Note 1 - see back of form)

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

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

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ABN:

(Business name)

of

(Address of Subcontractor)

has entered into a contract with ABN:

(Business name of principal contractor) (Note 2)

Contract number/identifier

.....

(Note 3)

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

subject of the payment claim dated: (Note 5)

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

(a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box. (Note 6)

(b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../..... **(Note 7)**

(c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. **(Note 8)**

(d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007* (NSW), the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. **(Note 9)**

(e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above.
(Note 10)

(f) Signature Full name.....

(g) Position/Title Date/...../.....

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

Notes

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

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called the subcontractor) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

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

3. Provide the unique contract number, title, or other information that identifies the contract.

4. In order to meet the requirements of section 127 of the Industrial Relations Act 1996 (NSW), a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

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

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

5. Provide the date of the most recent payment claim.

6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.

7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.

8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.

9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.

10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

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

Offences in respect of a false Statement

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

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

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

Further Information

For more information, 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.

SUBCONTRACTORS STATEMENT

REGARDING WORKERS COMPENSATION, PAY-ROLL TAX AND REMUNERATION (Note 1)

Workers Compensation

Pay-roll tax

Remuneration

S175B Workers Compensation Act 1987

Schedule 2, Part 5 ss17-20 Payroll Tax Act 2007, 127A Industrial Relations Act 1996

Subcontractor: _____ ABN: _____

_____ (Business Name)

of _____

_____ (Address of subcontractor)

has entered into a contract with _____ (Note 2)

_____ (Business name of principal contractor)

ABN: _____ For work between ___/___/___ and ___/___/___ (Note 3)

and/or Payment Claim Details: _____ (Note 4)

Nature of contract work: _____ (Note 5)

DECLARATION

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

is either

A sole trade or partnership without workers or subcontractors (Note 6)

OR

has and will maintain in force valid workers compensation insurance, policy _____

(Policy number)

held with _____ as indicated on the attached Certificate of Currency

_____ (Insurance Company)

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 Pay-roll Tax Act 2007 _____

(Pay-roll 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

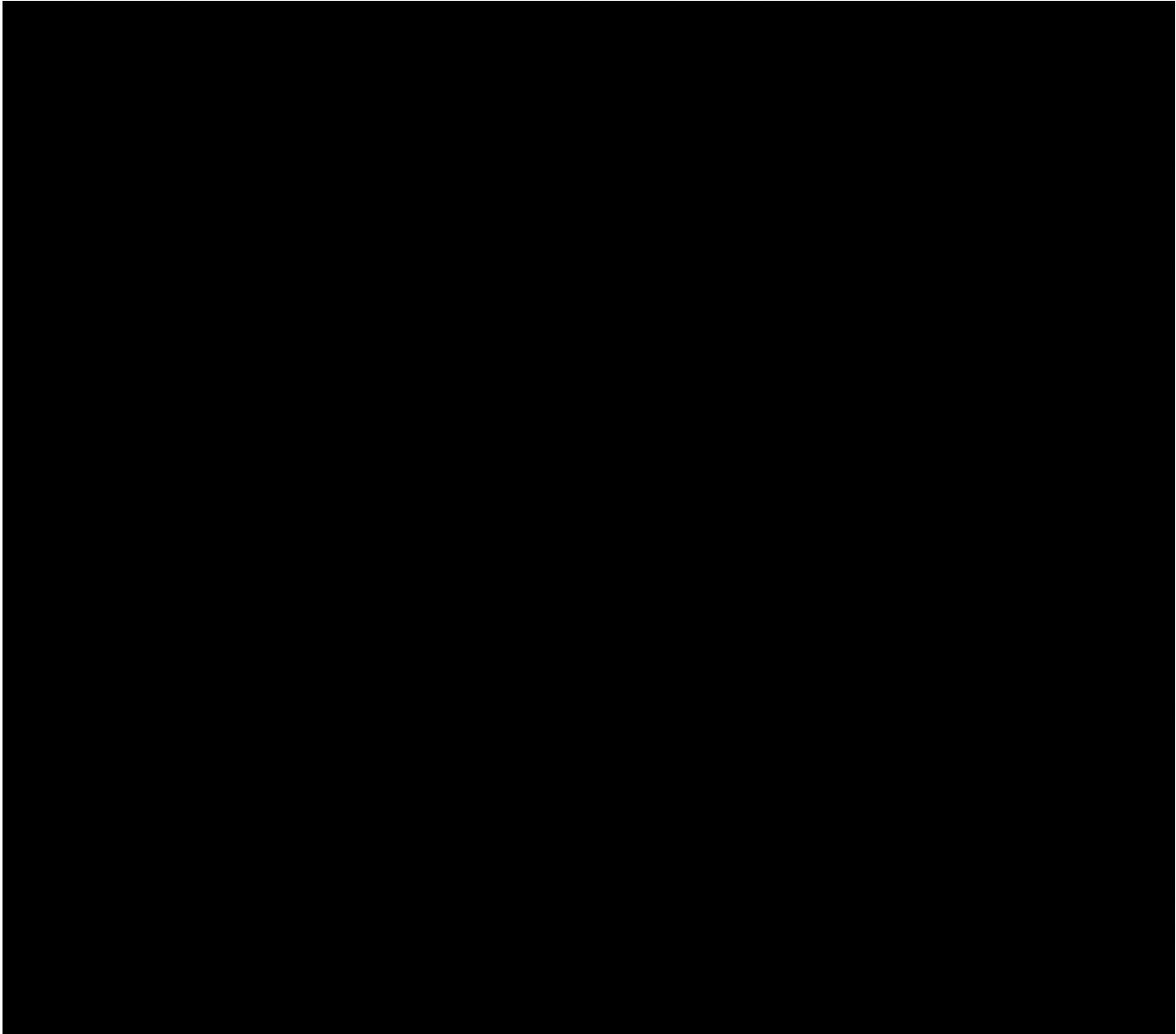
- Any subcontractor, who knowingly provides a principal contractor with a written statement that is false, is guilty of an offence (Maximum penalty 100 units or \$11,000)
- Any written statement will not relieve the principal contractor of liability if, at the time the written statement was provided, the principal contractor believed the written statement to be false.
- 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).
- This statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

NOTES

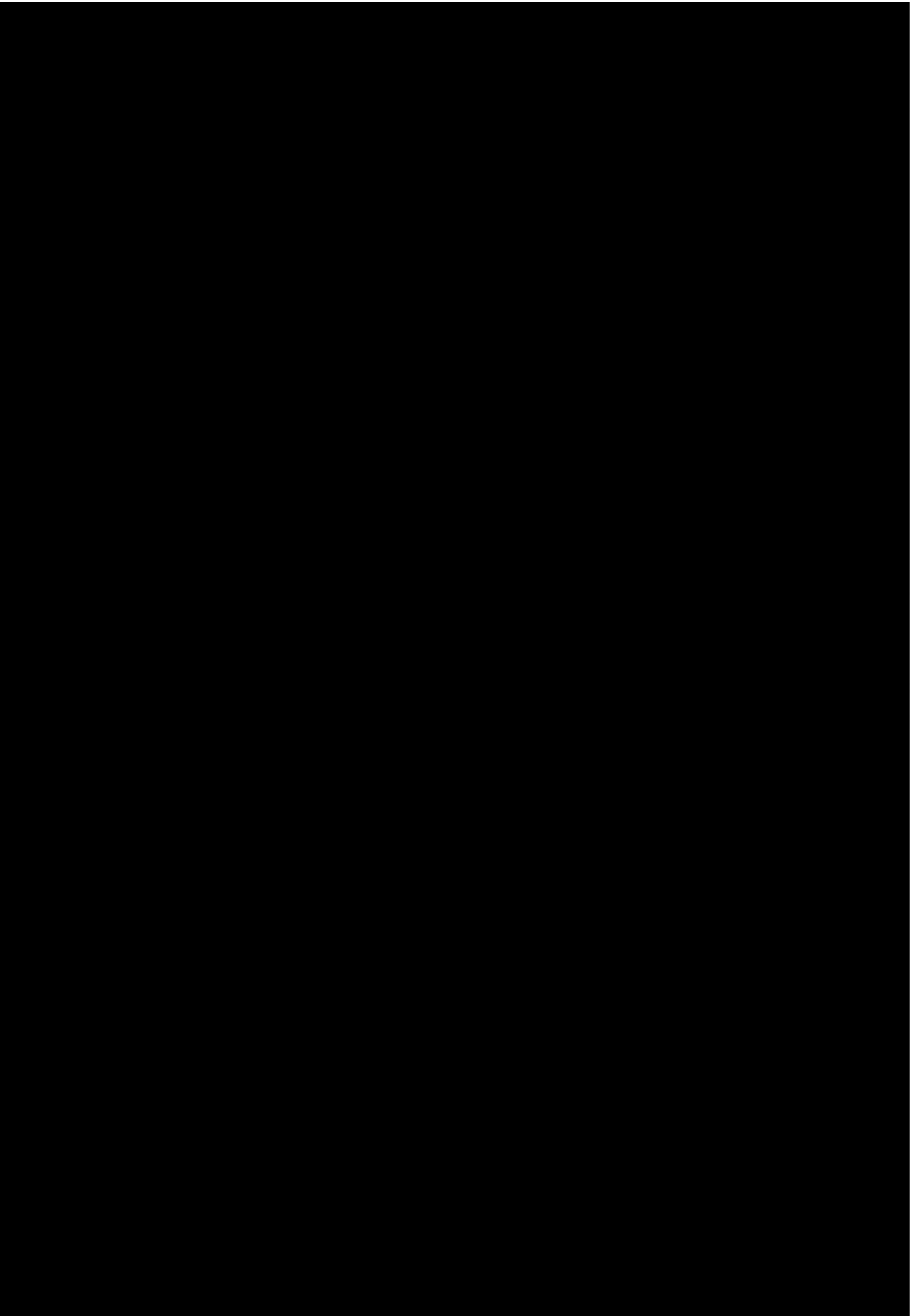
- ~~1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2, Part 5 sections 17-20 of the *Pay-roll Tax Act 2007* and section 127 of the *Industrial Relations Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, pay-roll tax and remuneration payable by the subcontractor.~~
- ~~2. 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.~~
- ~~3. In order to meet the requirements of section 127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates~~
 - ~~4. 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.'~~
 - ~~5. 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.'~~
- ~~6. 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.~~
- ~~7. An accurate description of the work covered by the contract must be included.~~
- ~~8. In completing the statement, a subcontractor declares that they are sole trader or partnership without workers or subcontractors and is not required to hold workers compensation insurance.~~
- ~~9. 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.~~
- ~~10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out work. If your business falls within this category you should also obtain statements from your subcontractors.~~
- ~~11. 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.~~
- ~~12. In completing the statement, a subcontractor declares that all remuneration payable has been paid.~~
- ~~13. 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*.~~
- ~~14. 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.~~

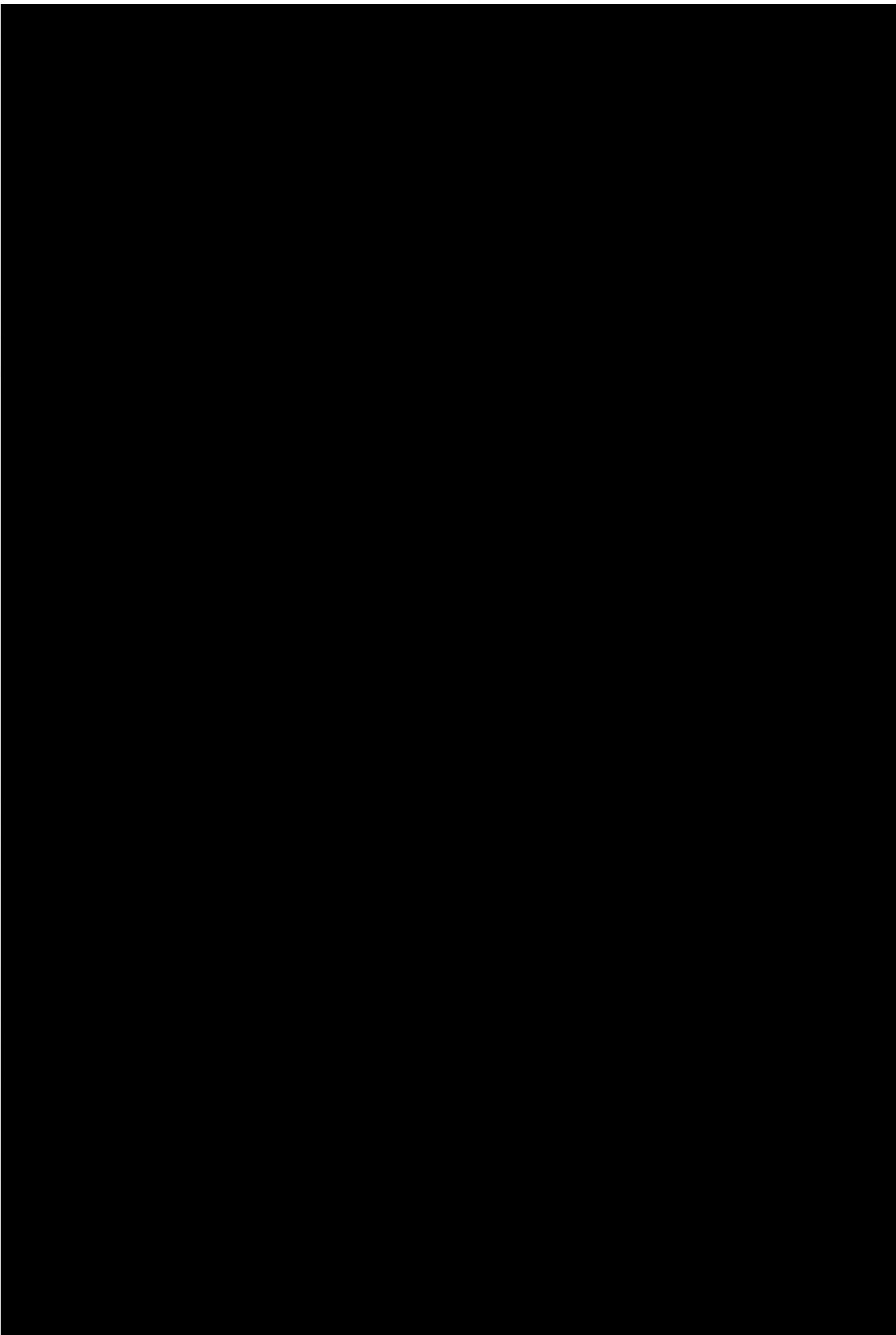
For more information, please visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Pay-roll Tax Act 2007*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

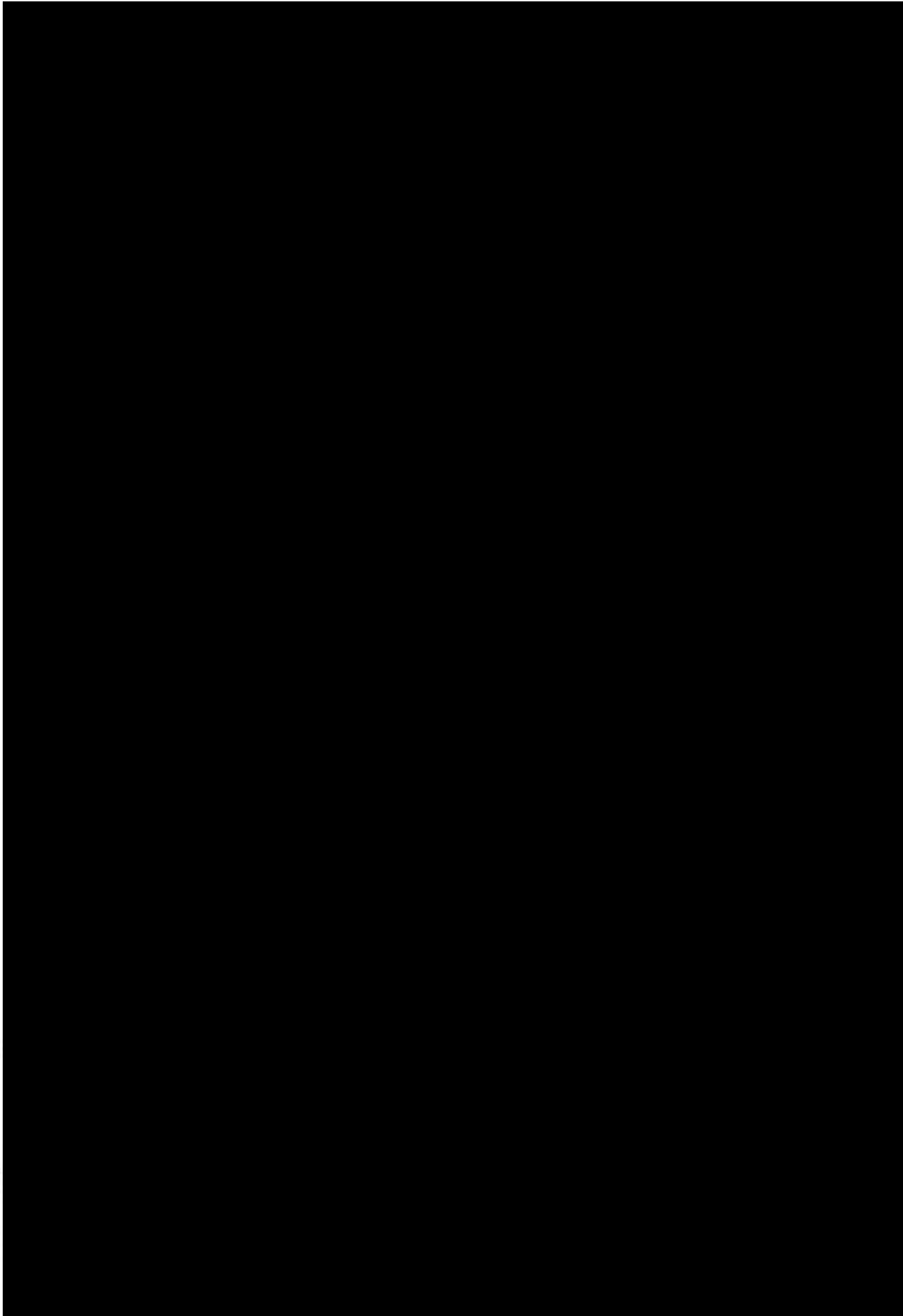
~~Schedule 7~~Schedule 8 - Parent Company Guarantee and Indemnity

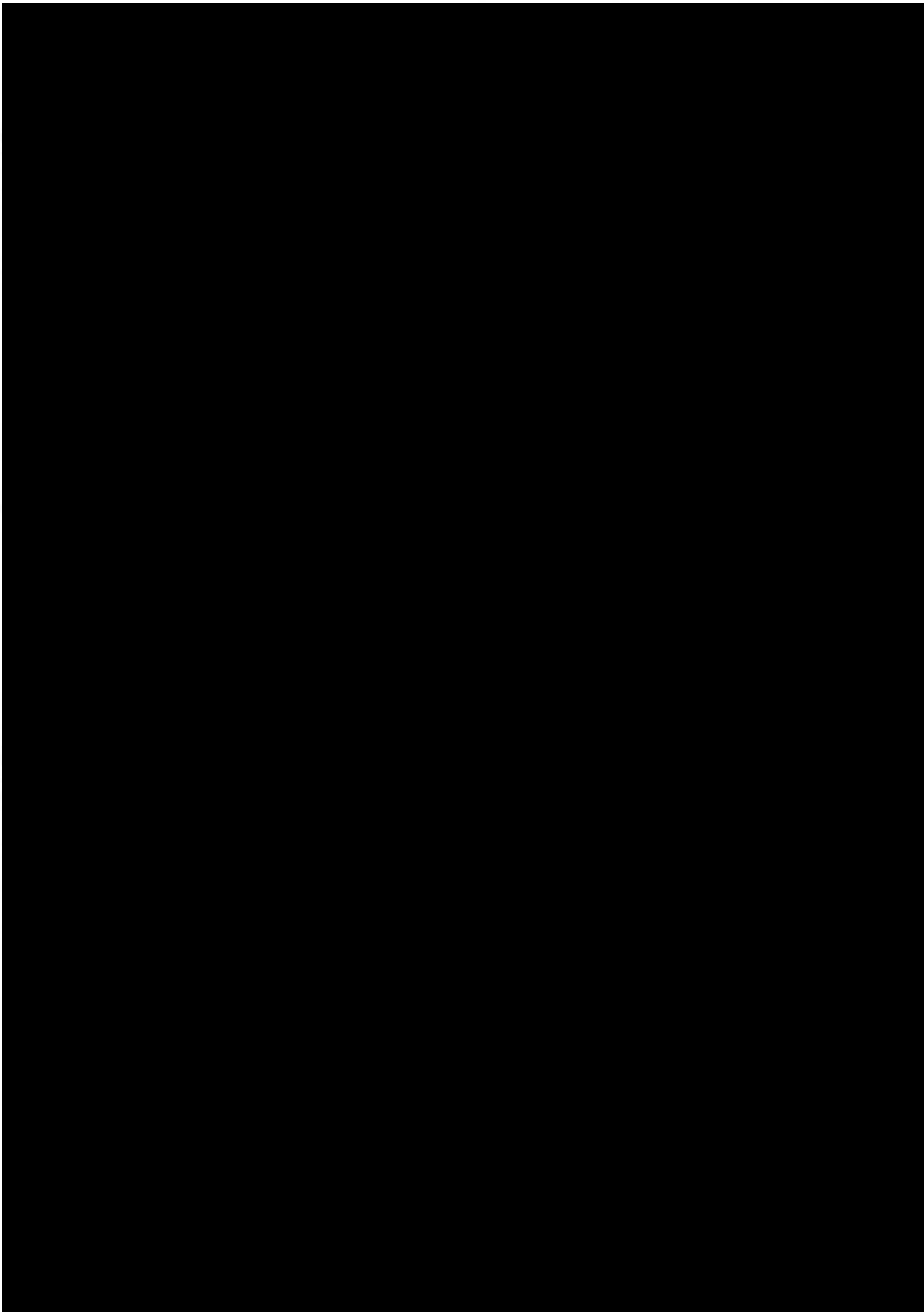


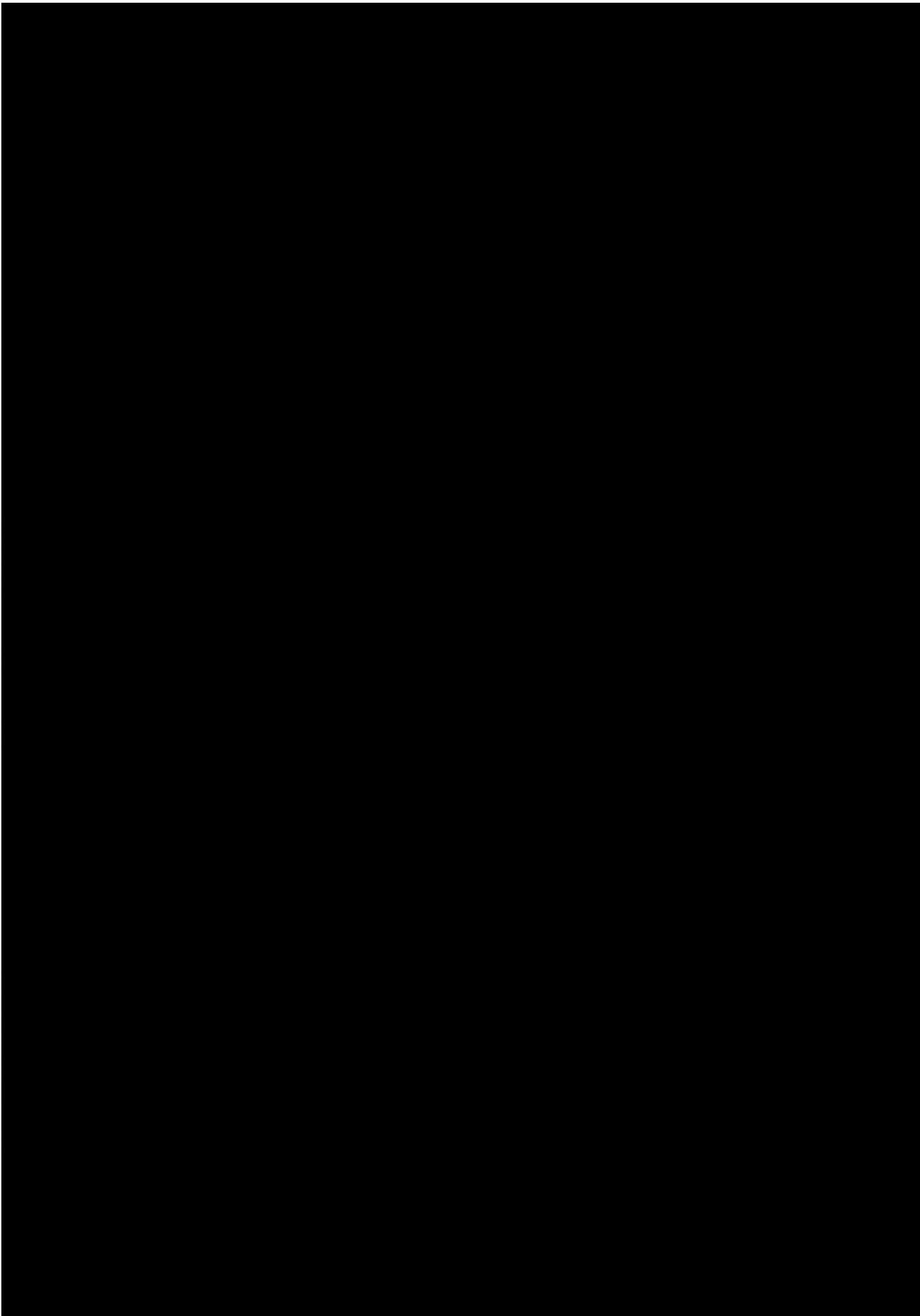


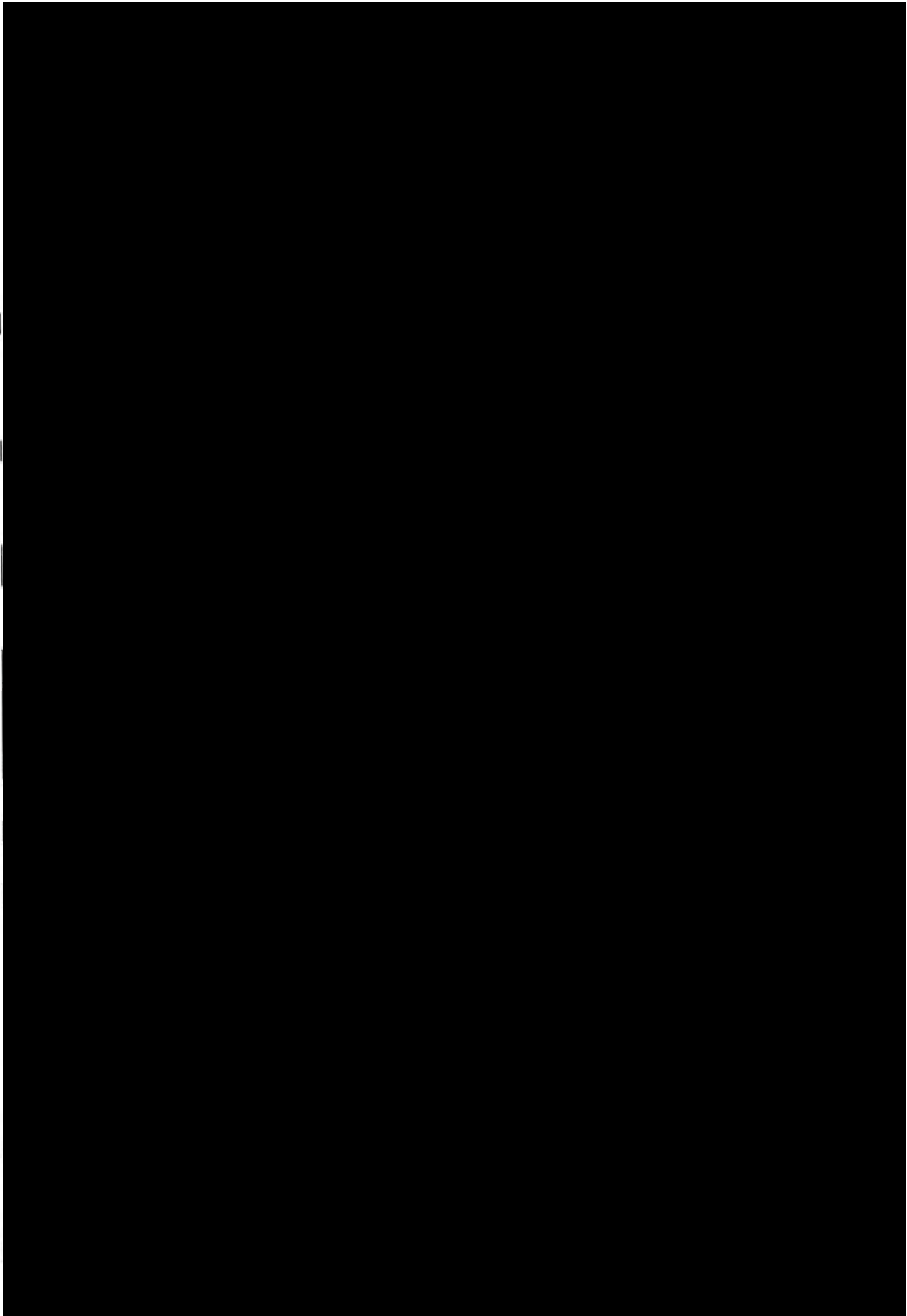


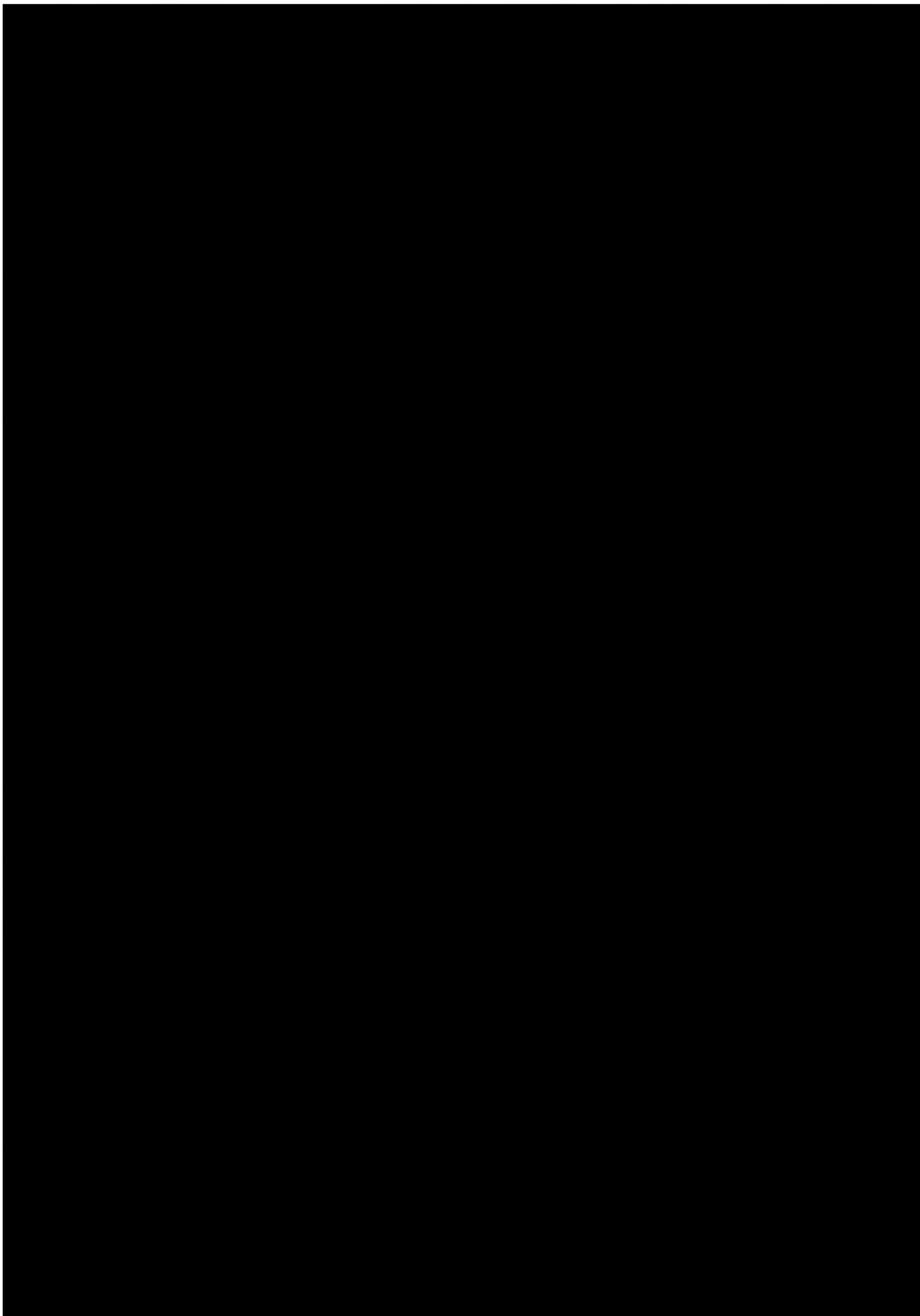


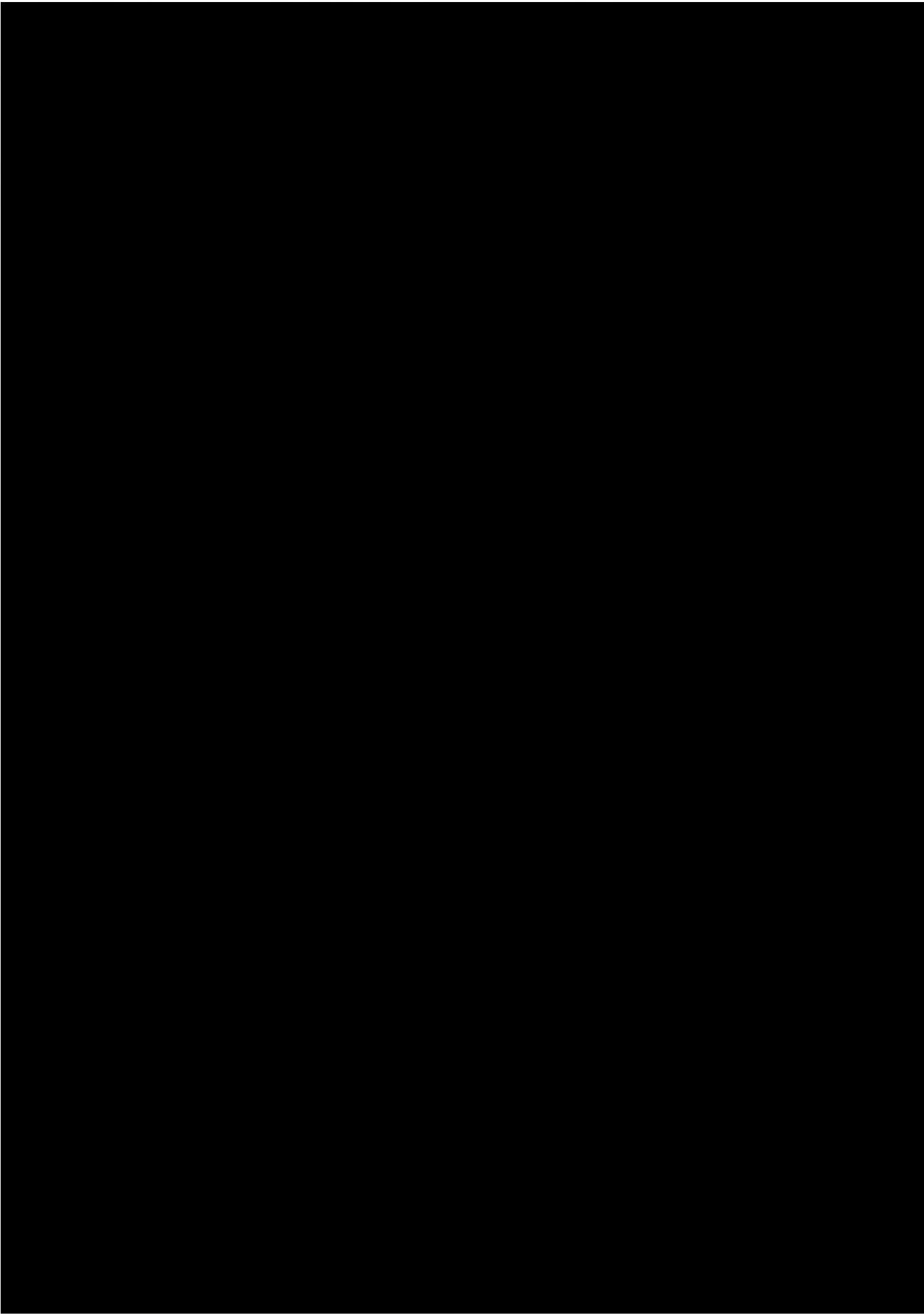


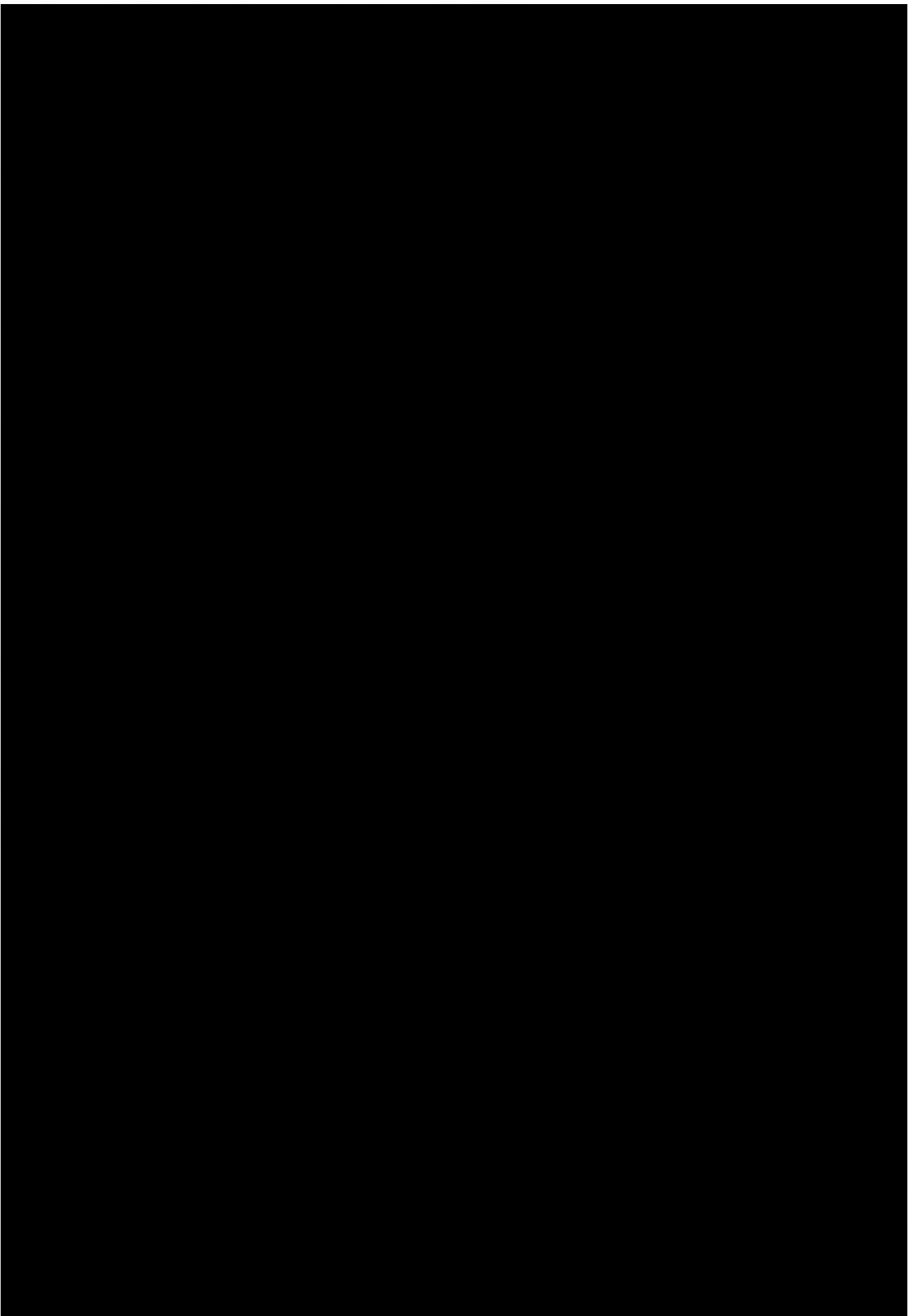


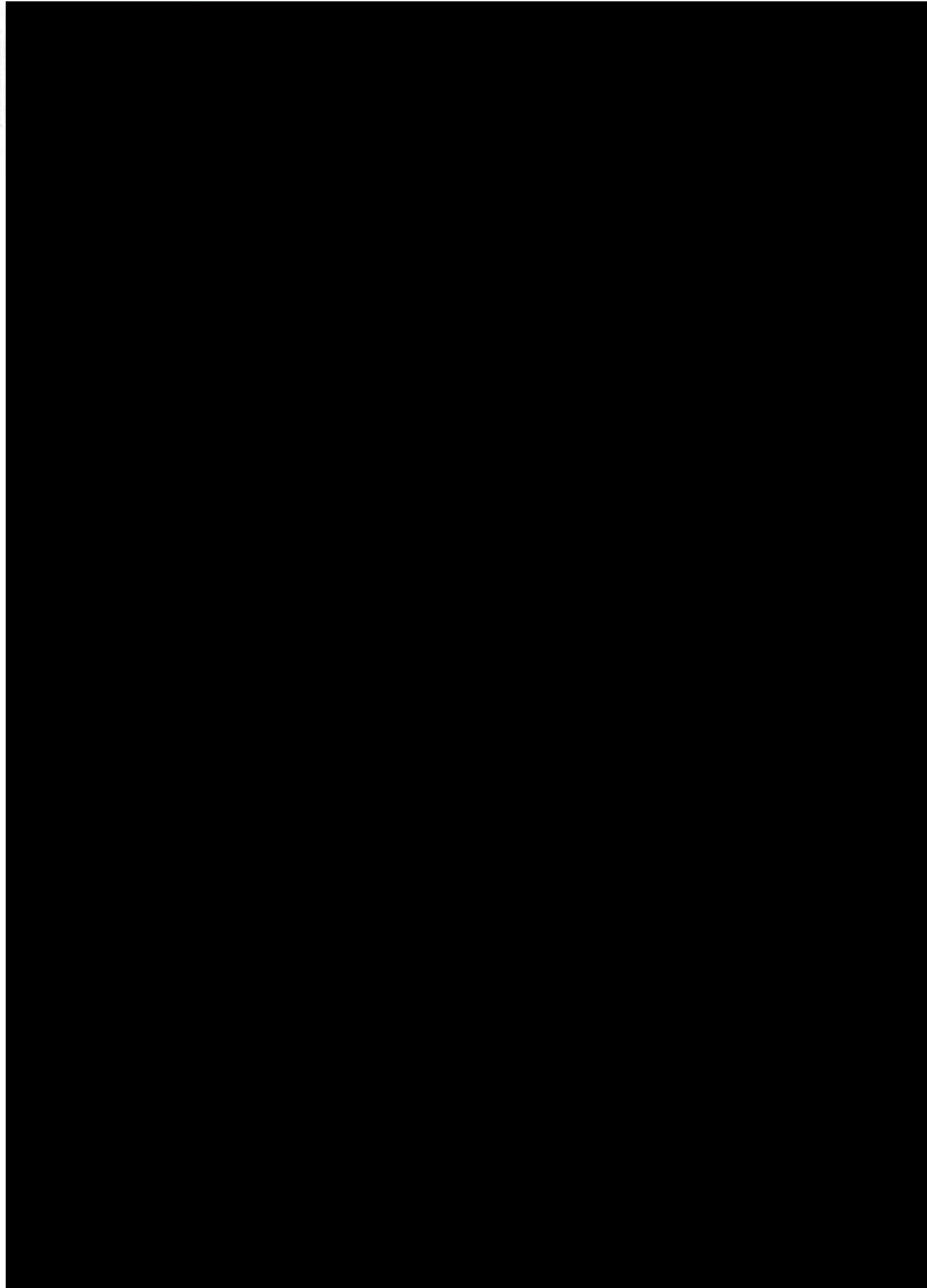


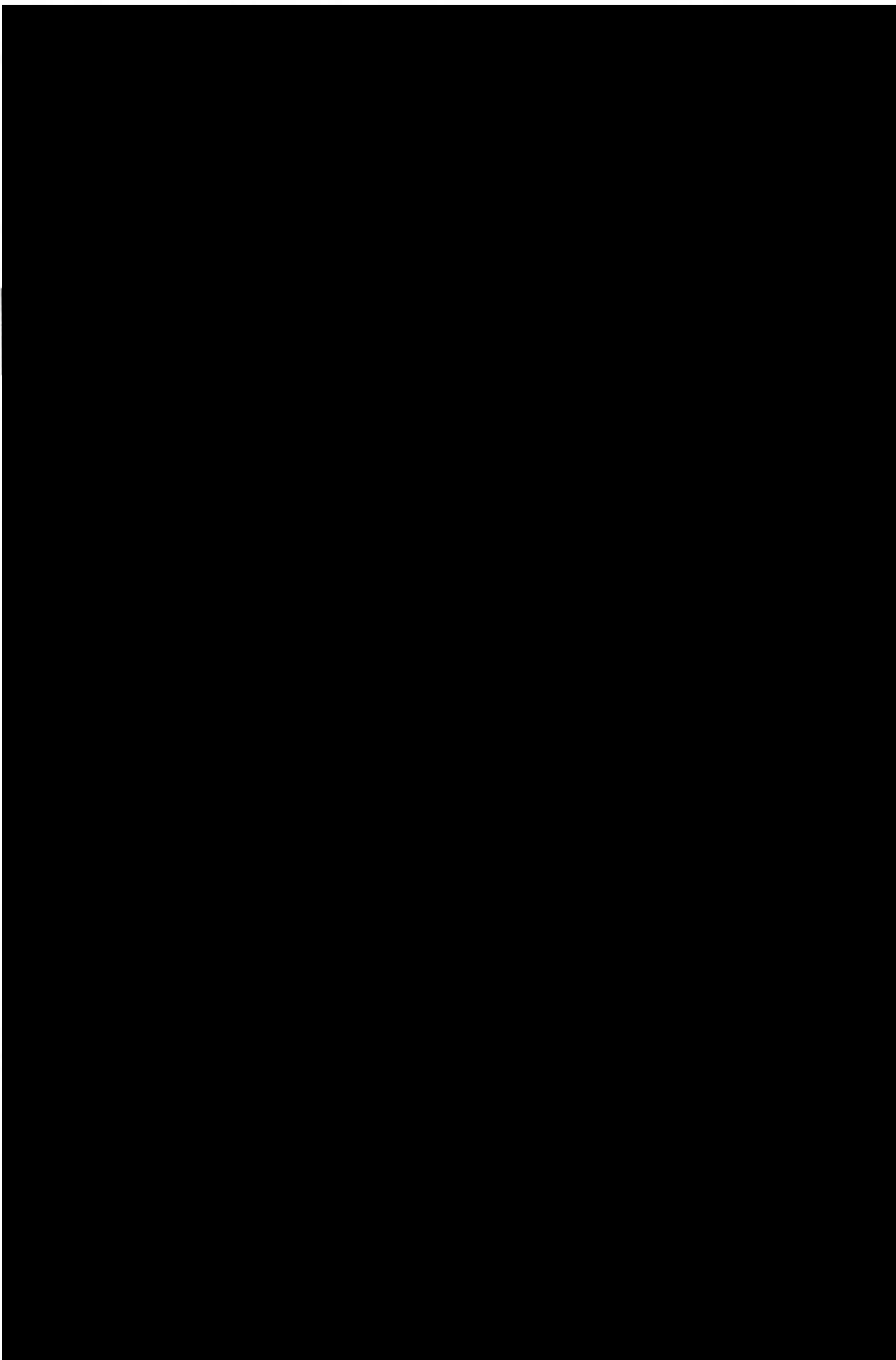


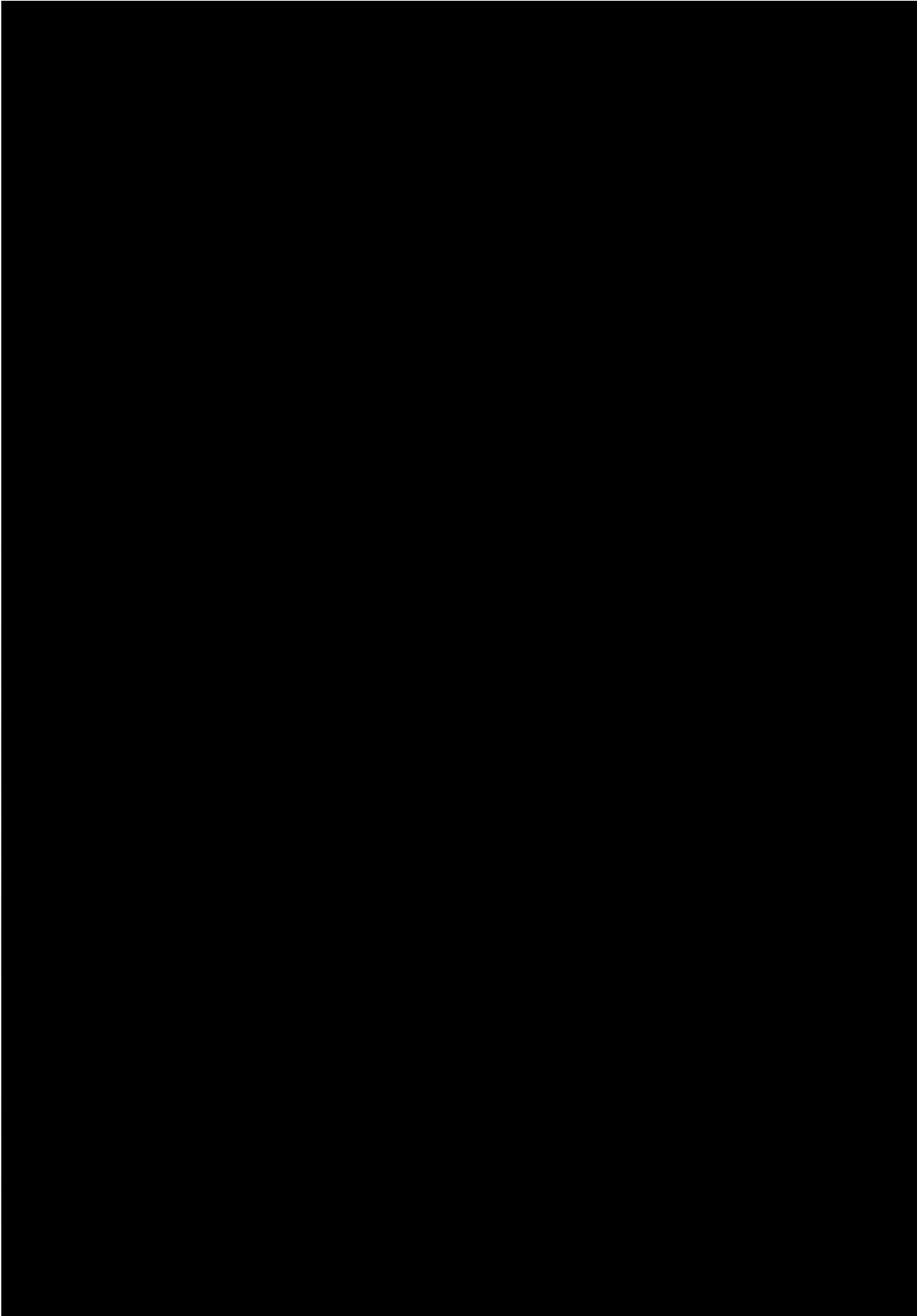


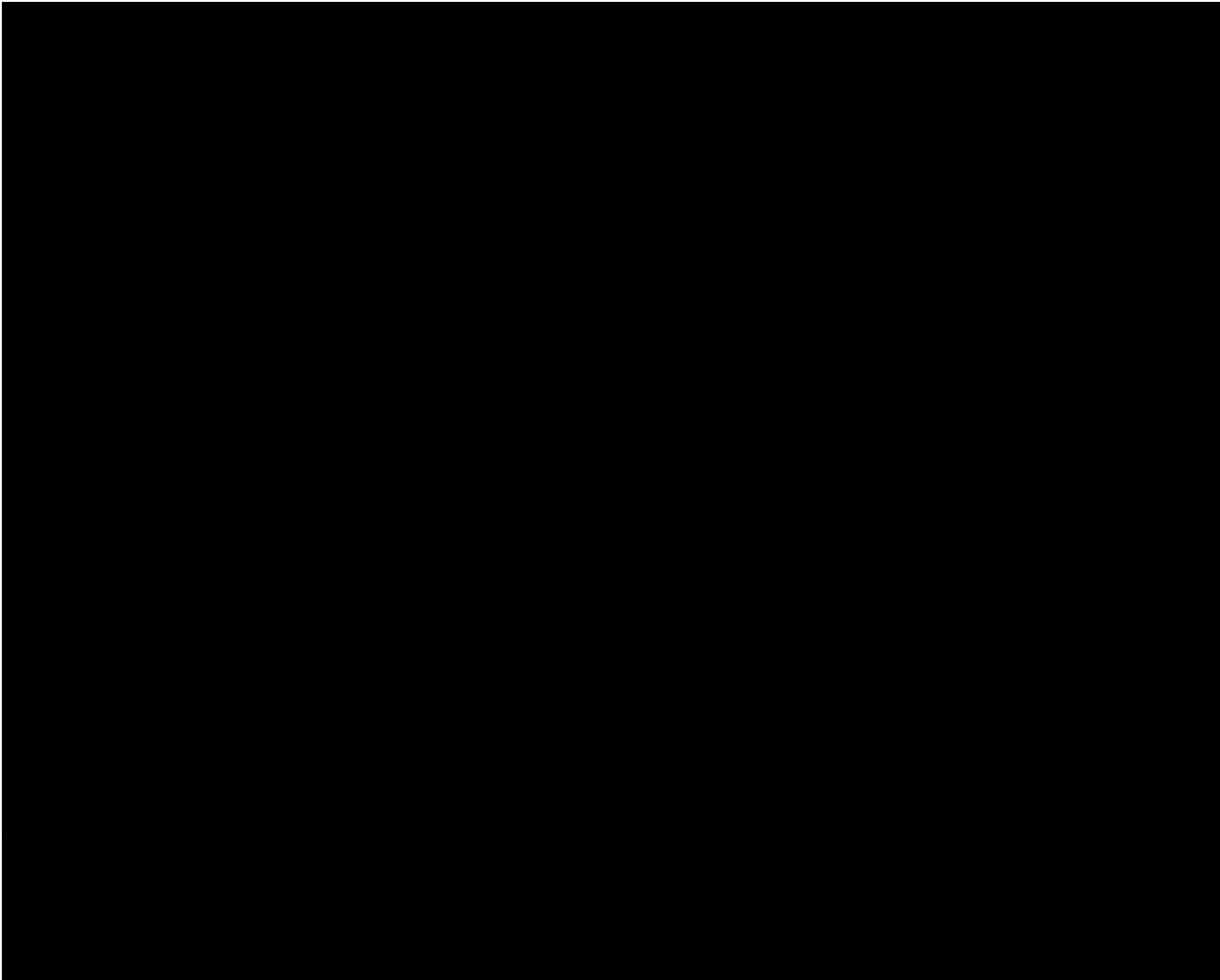


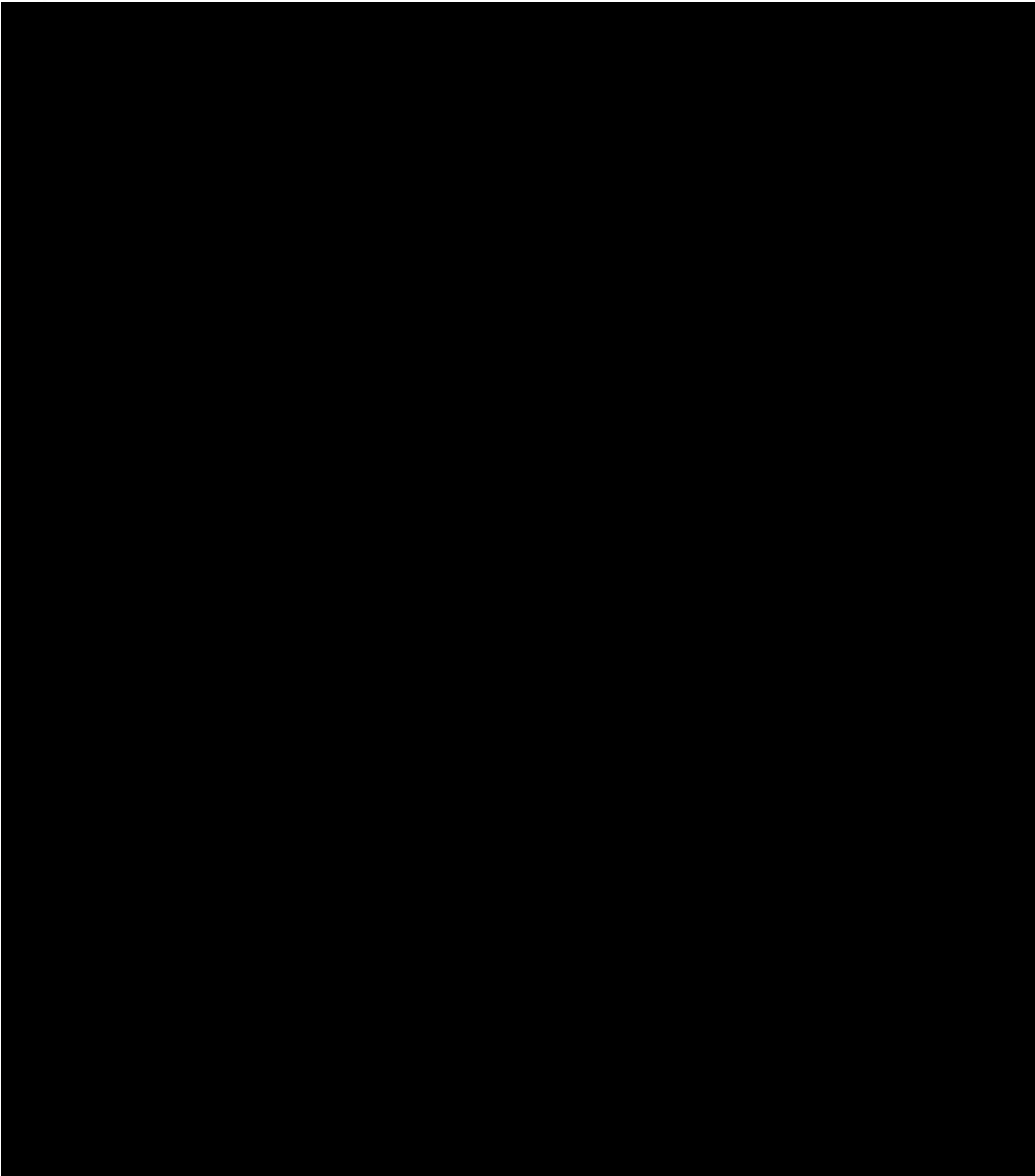


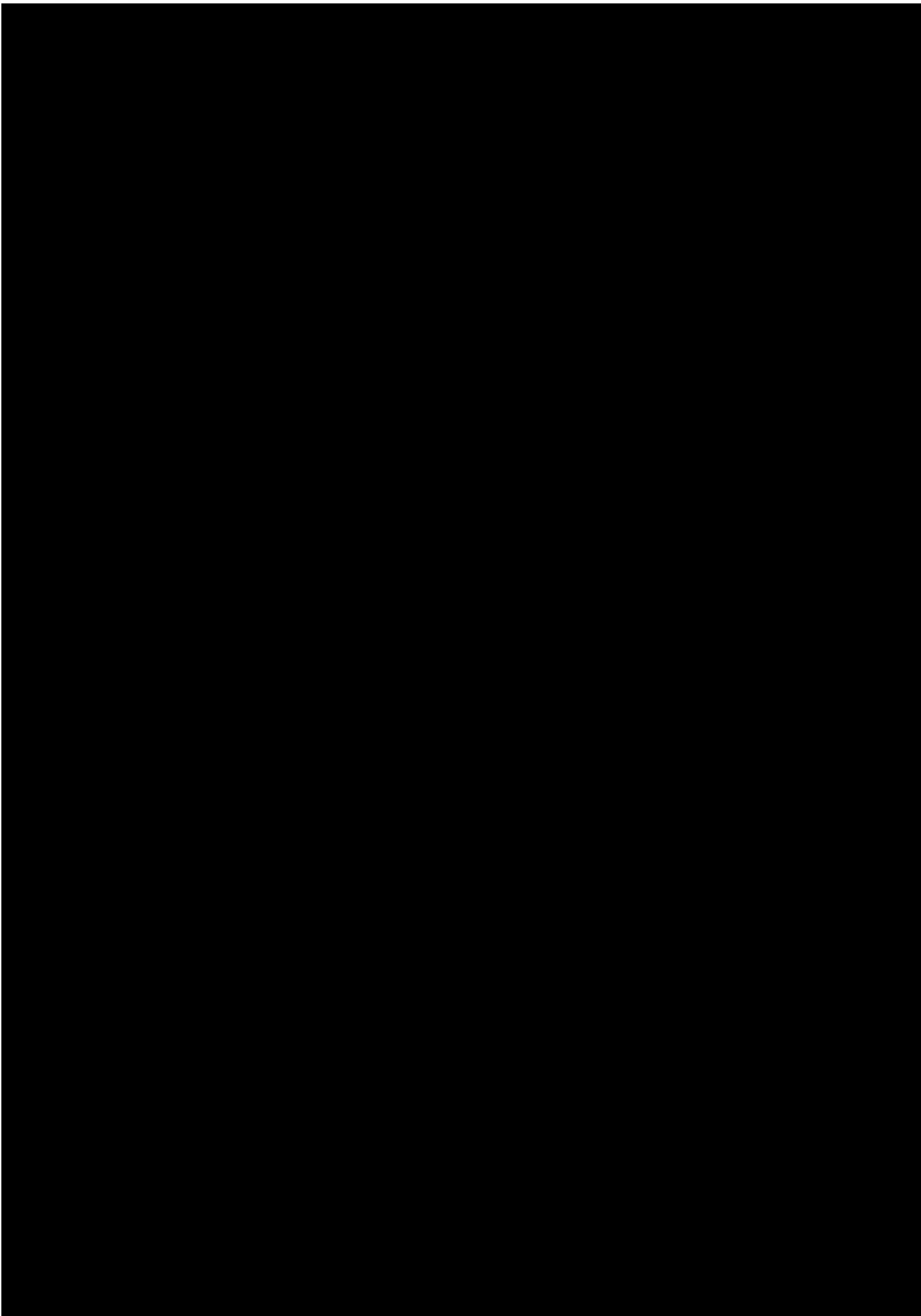




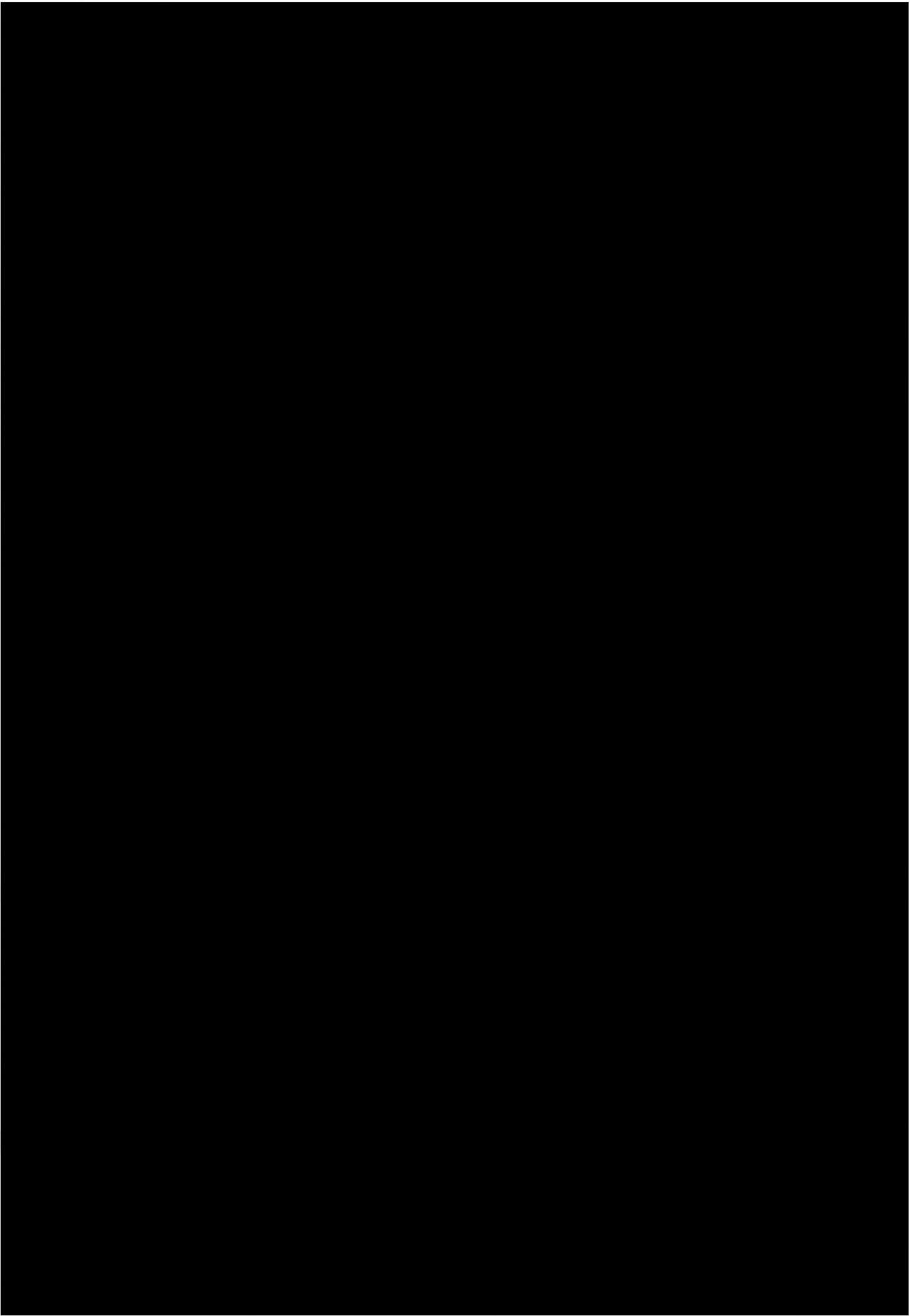


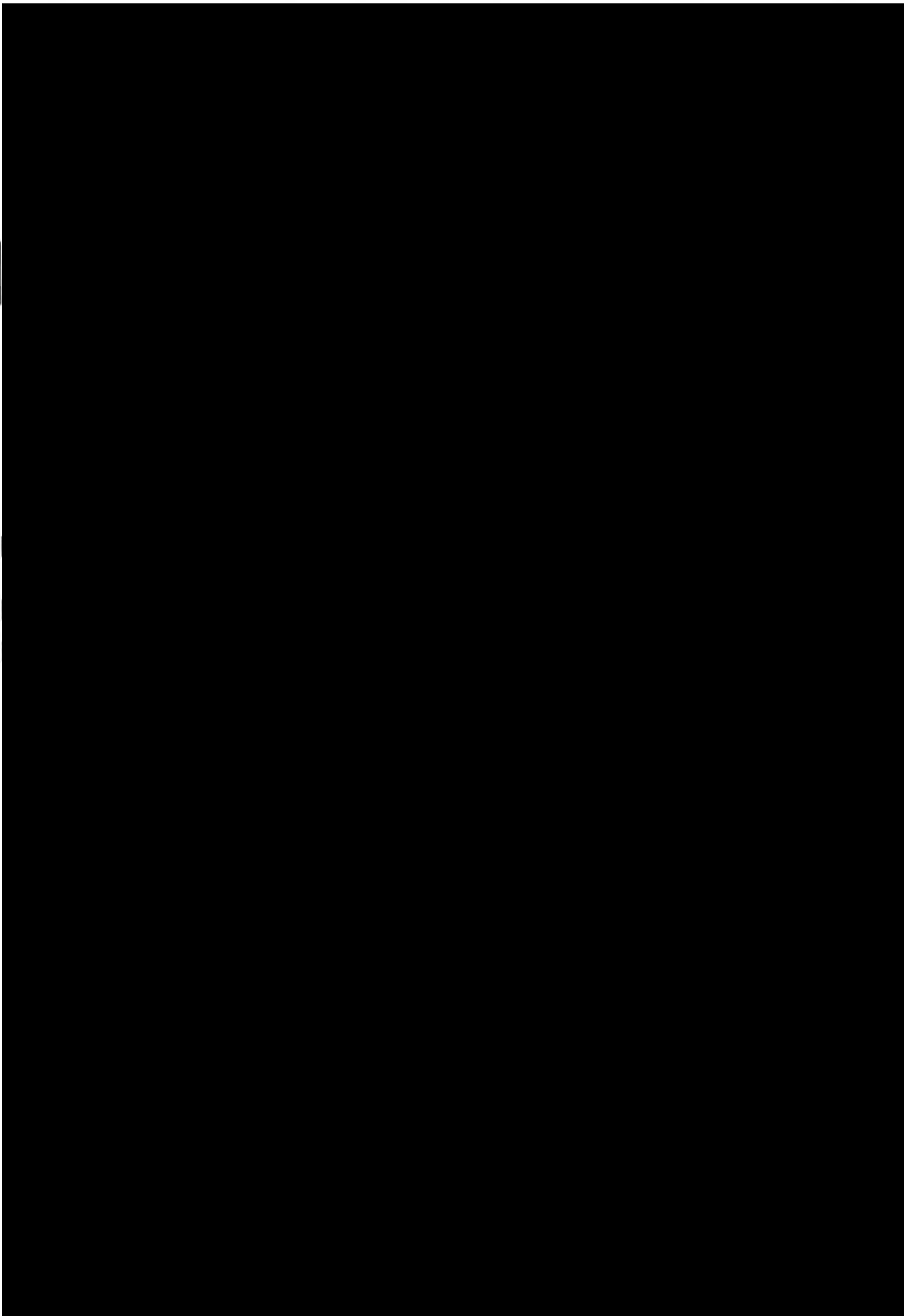


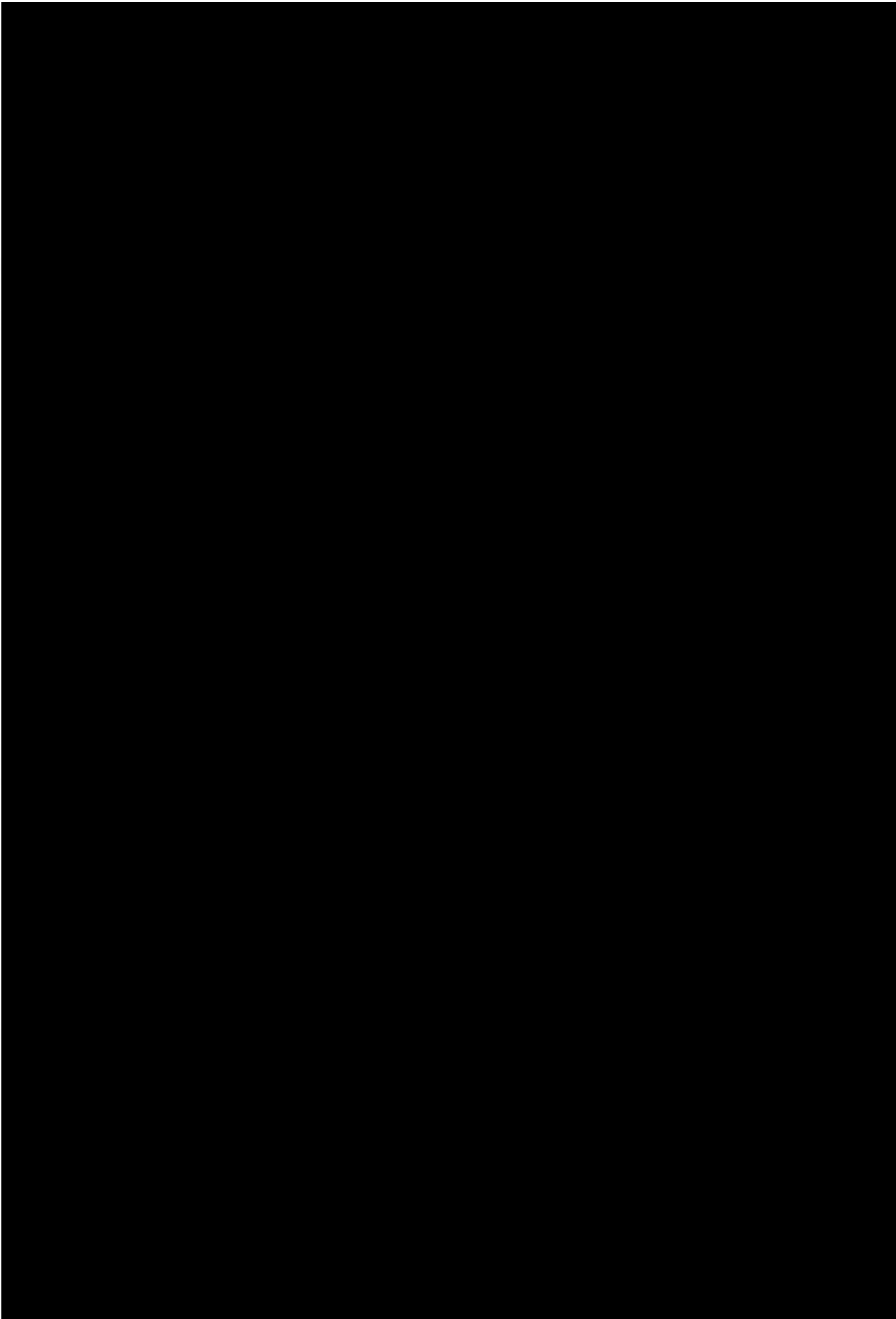


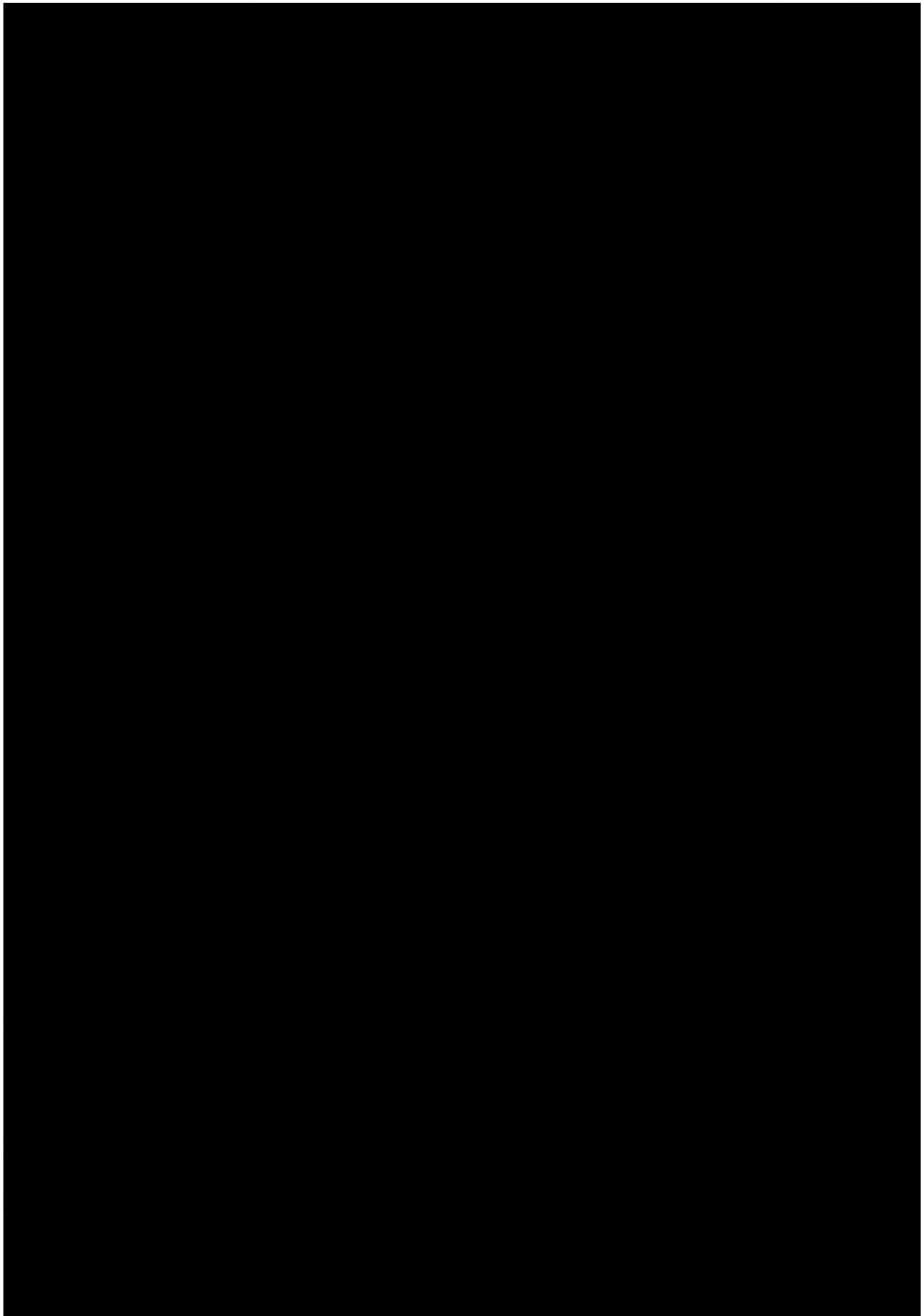


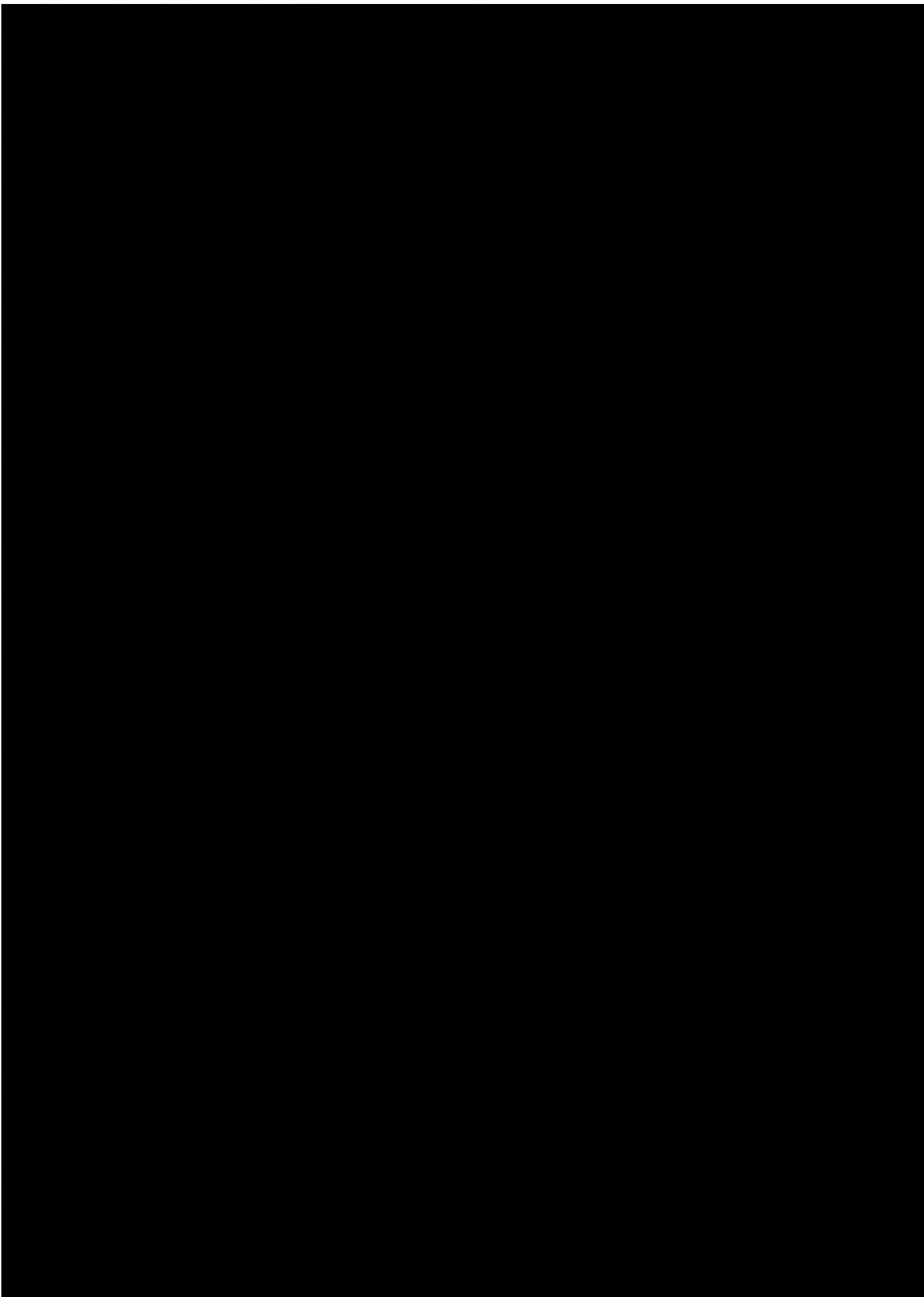


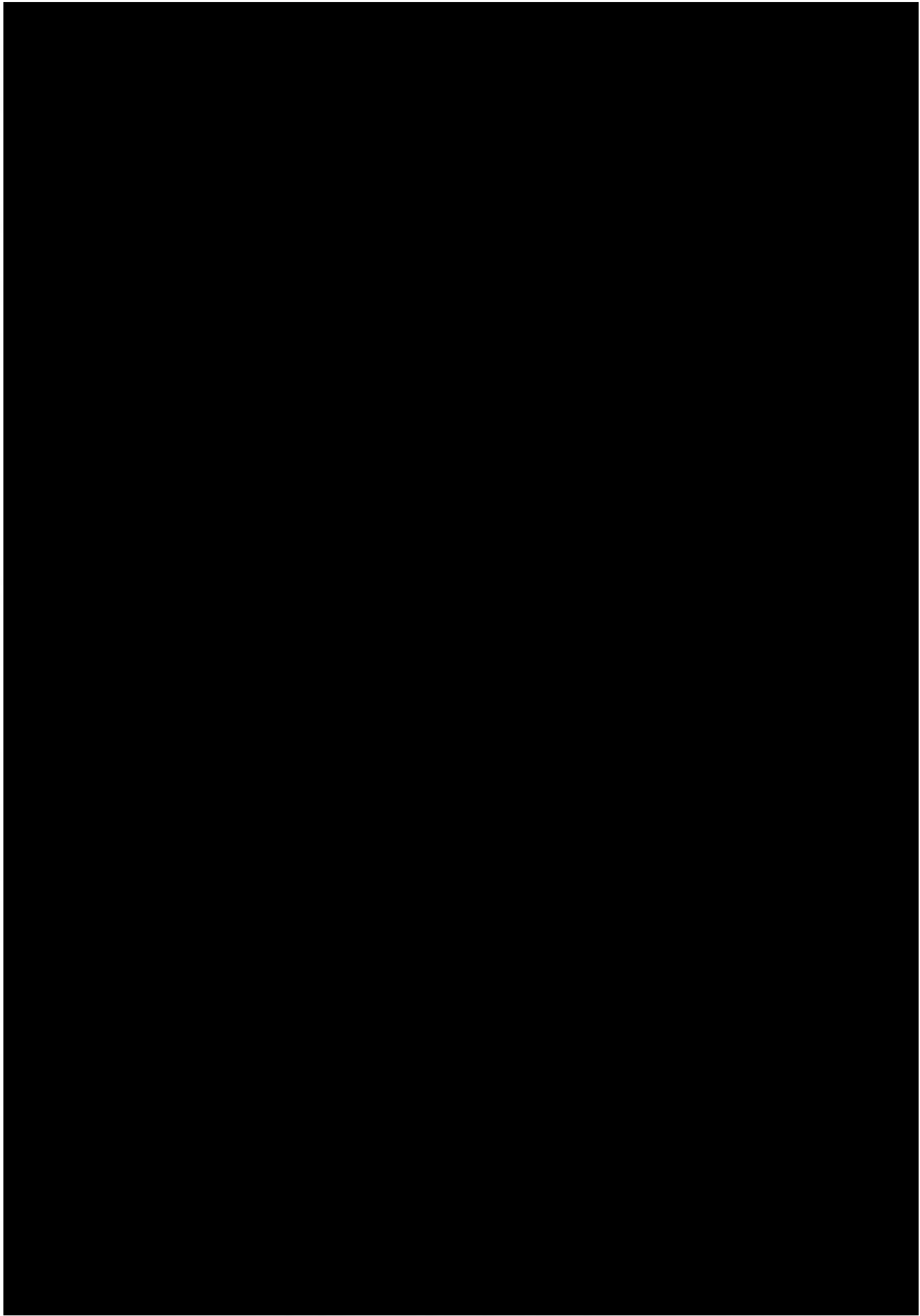


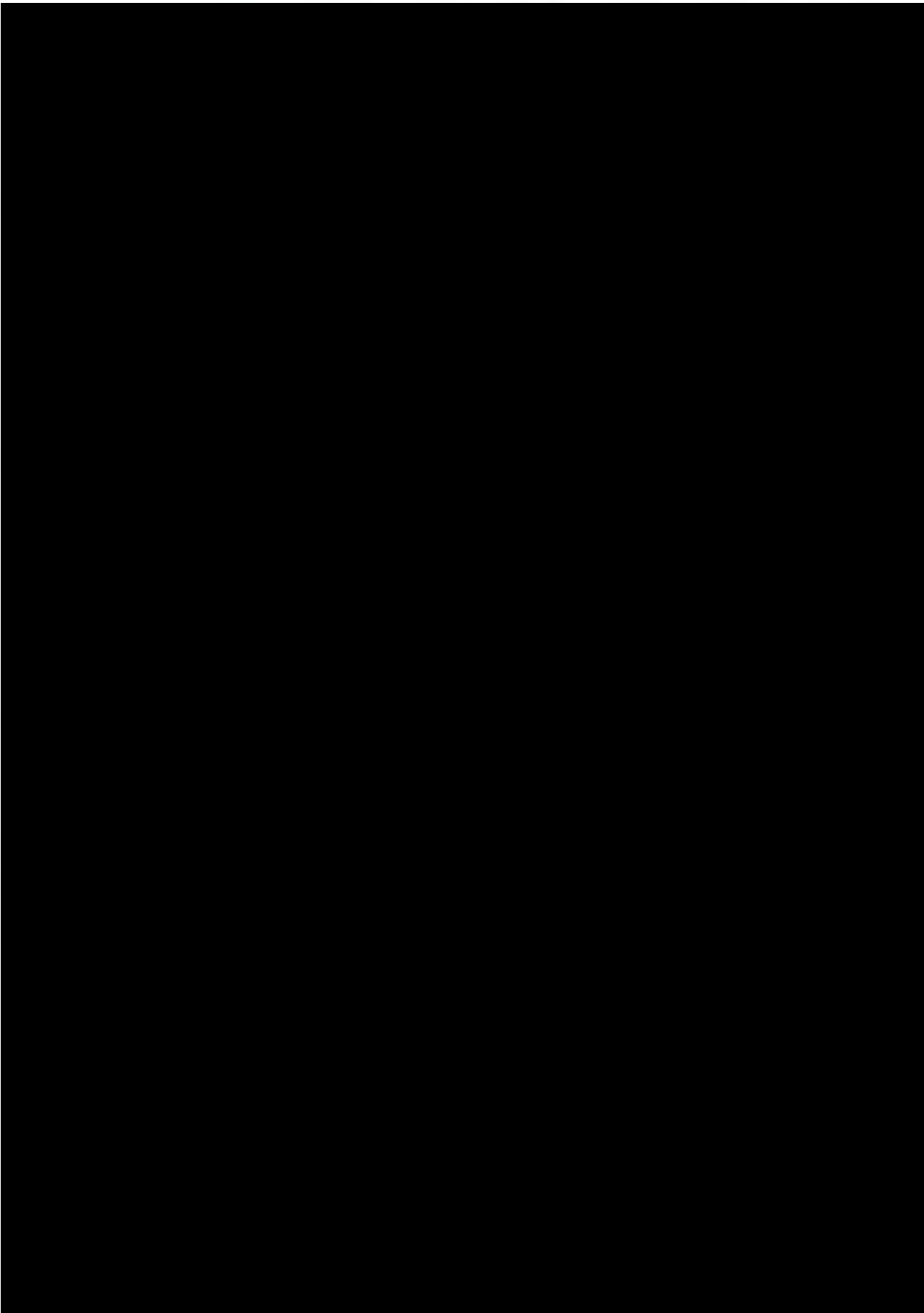


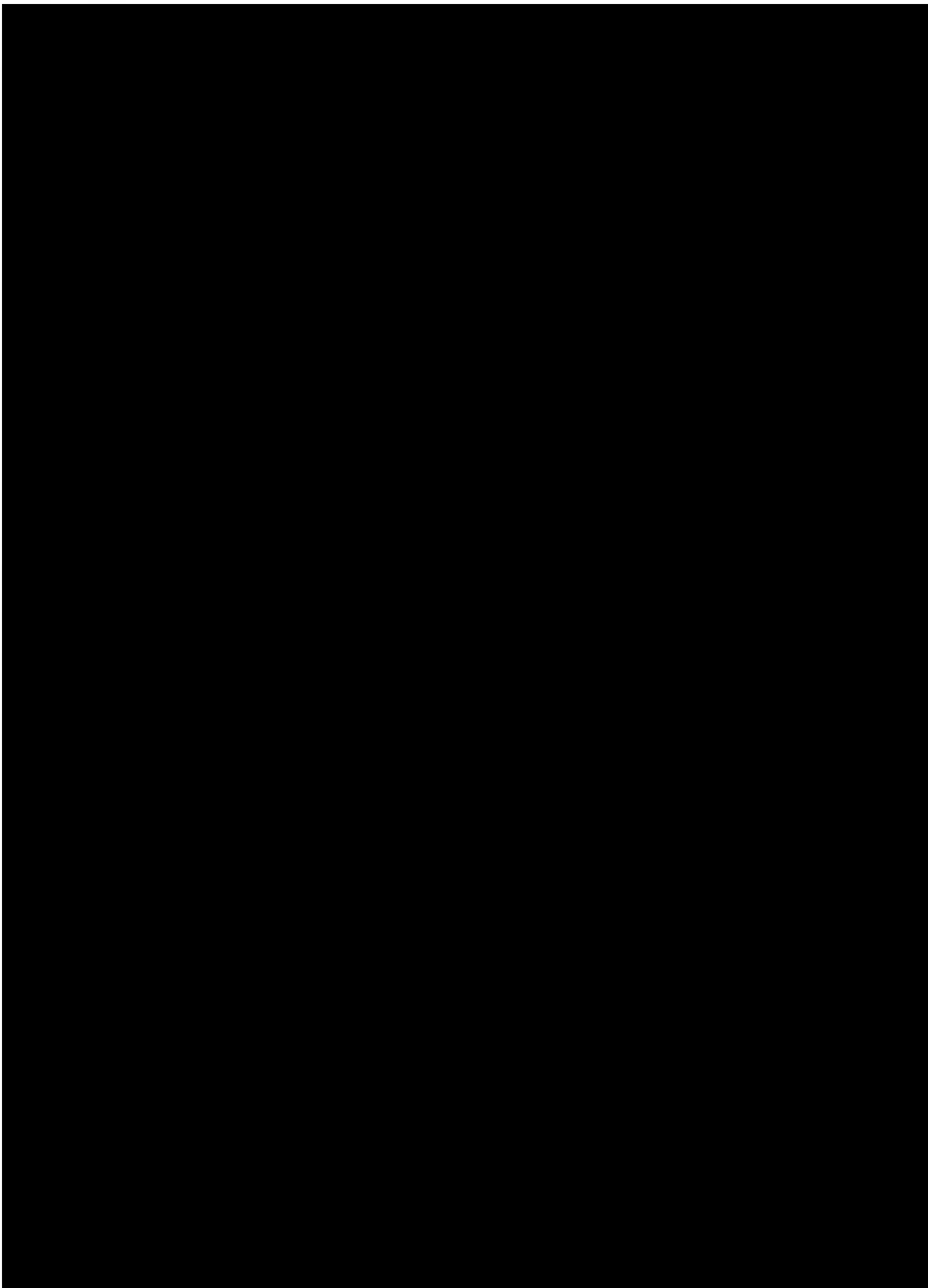


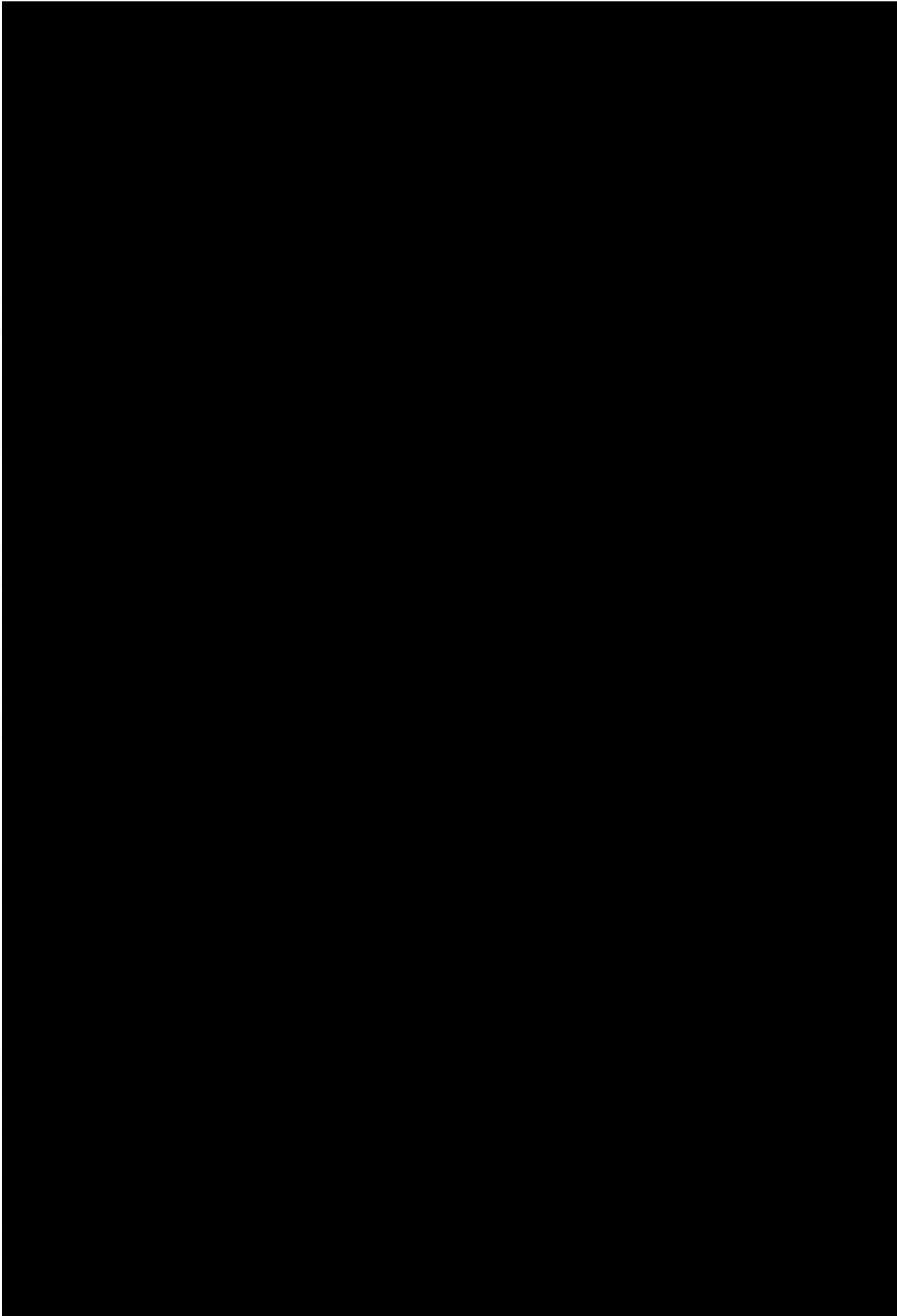












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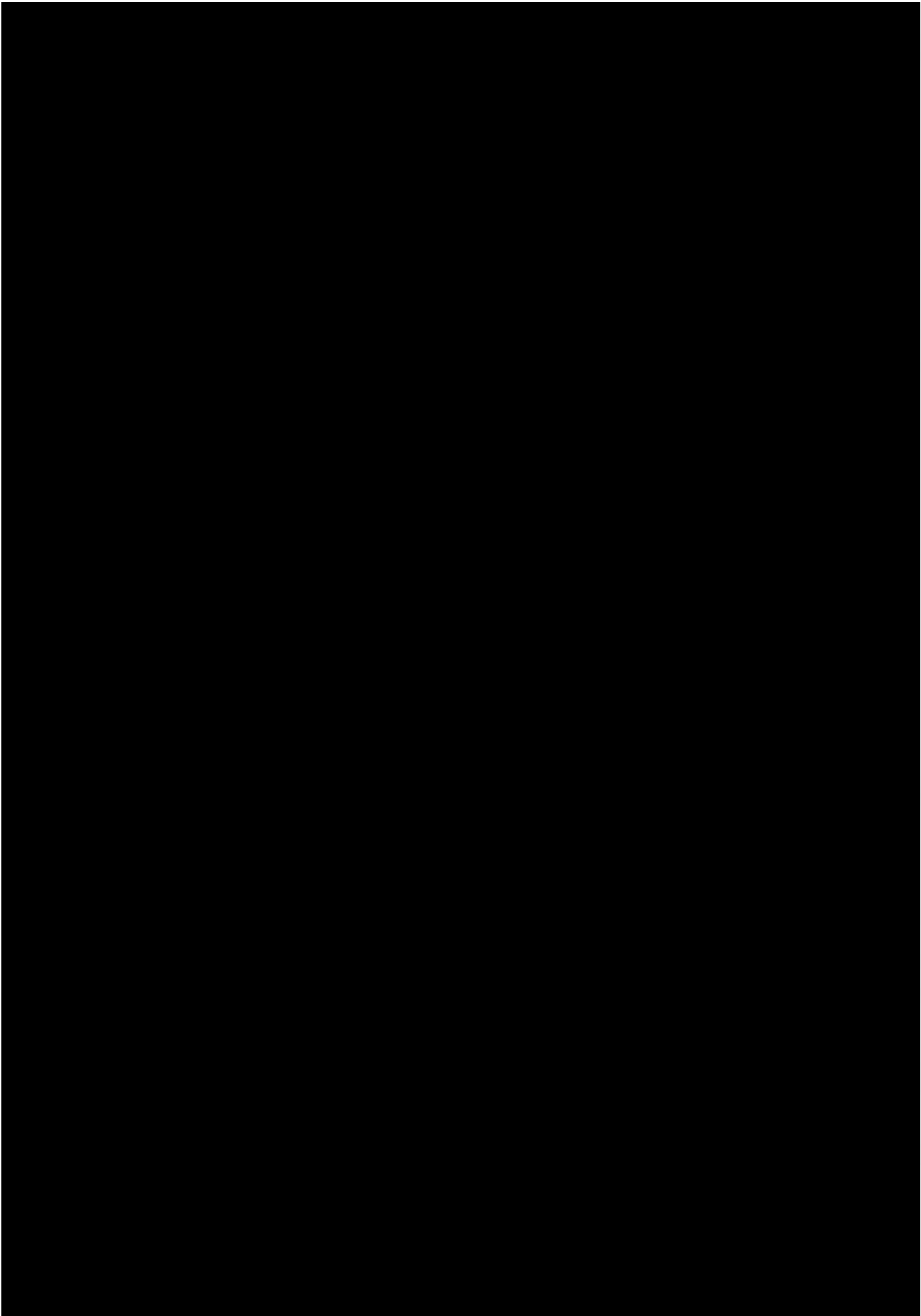
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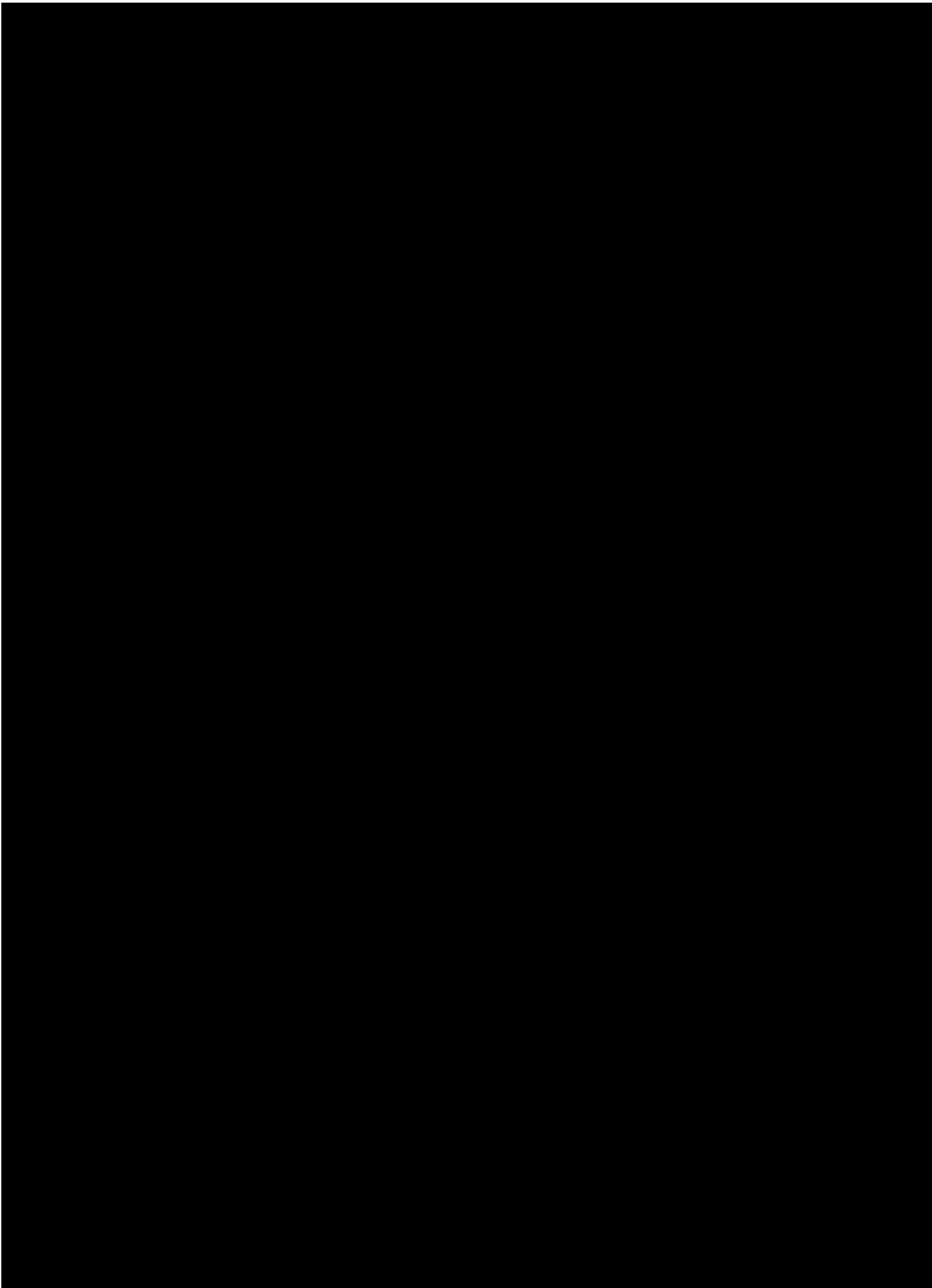
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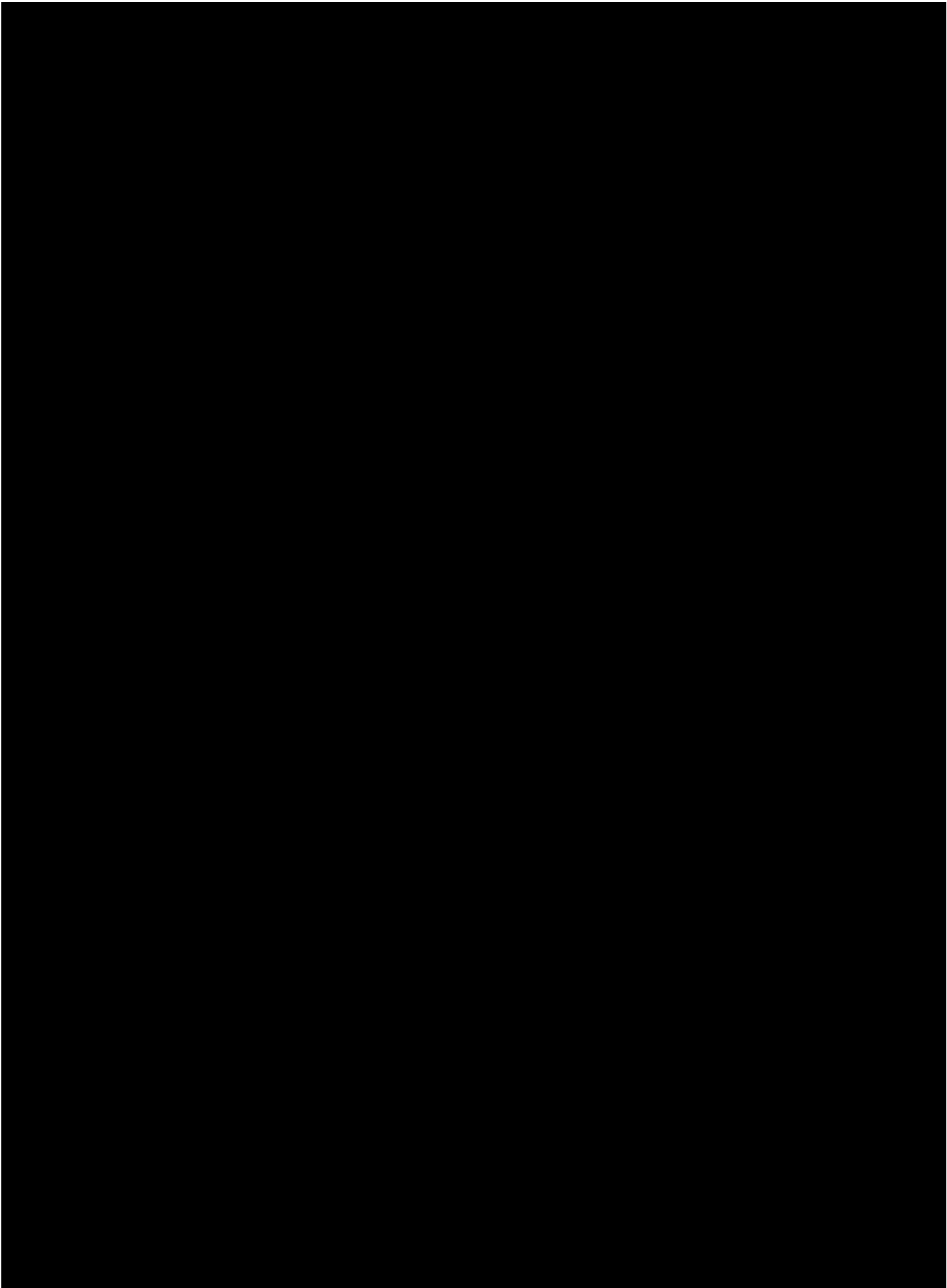
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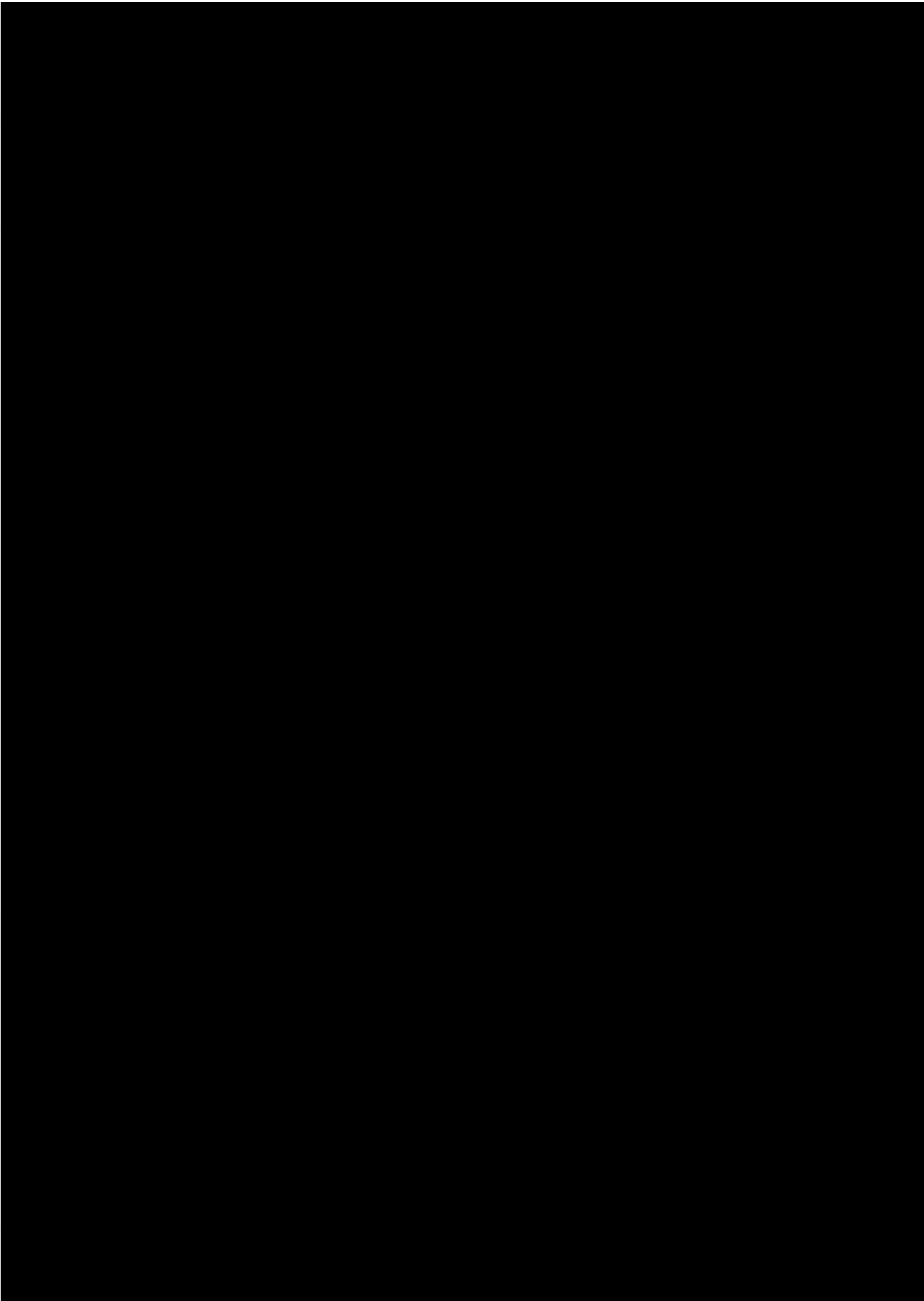
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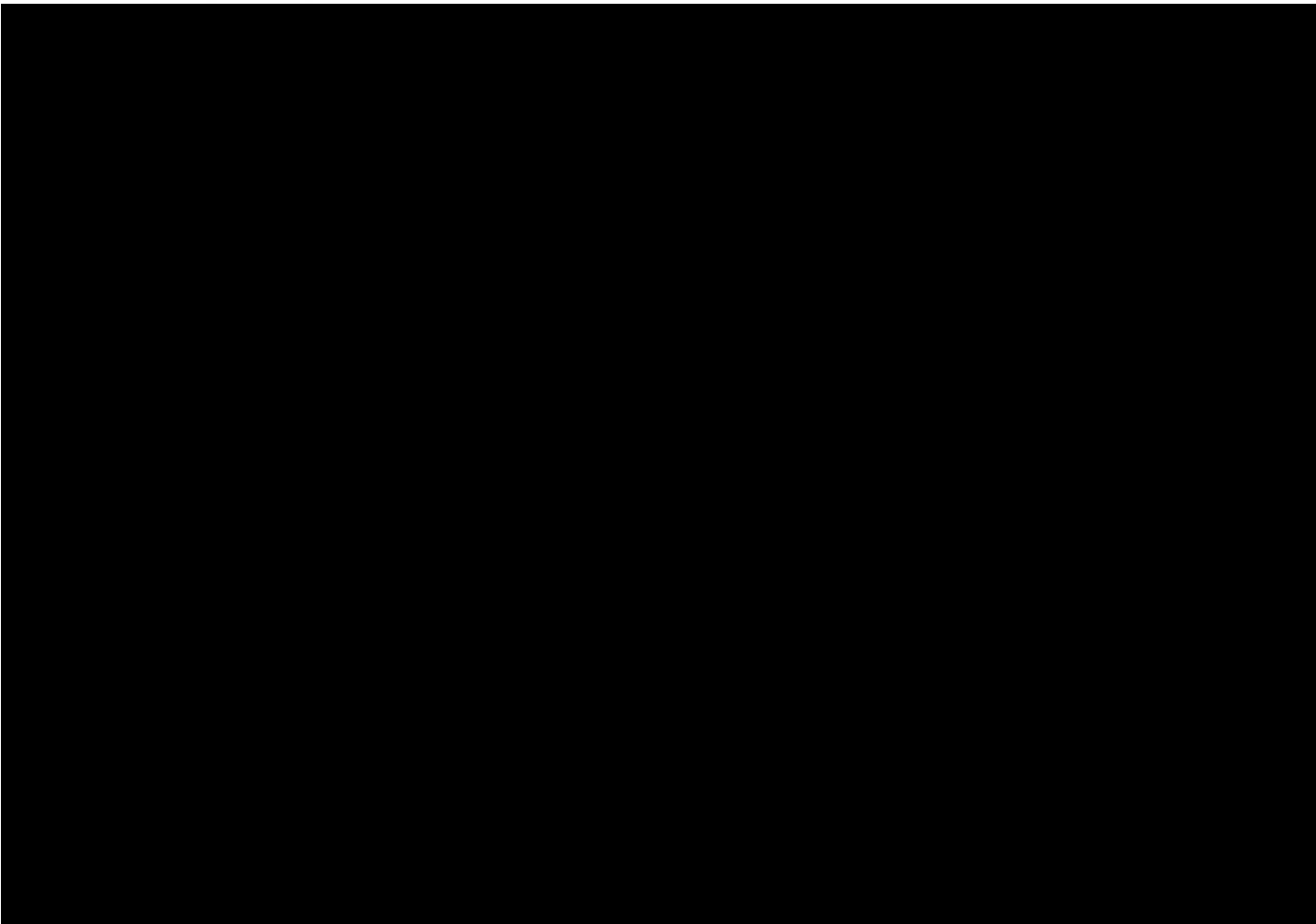
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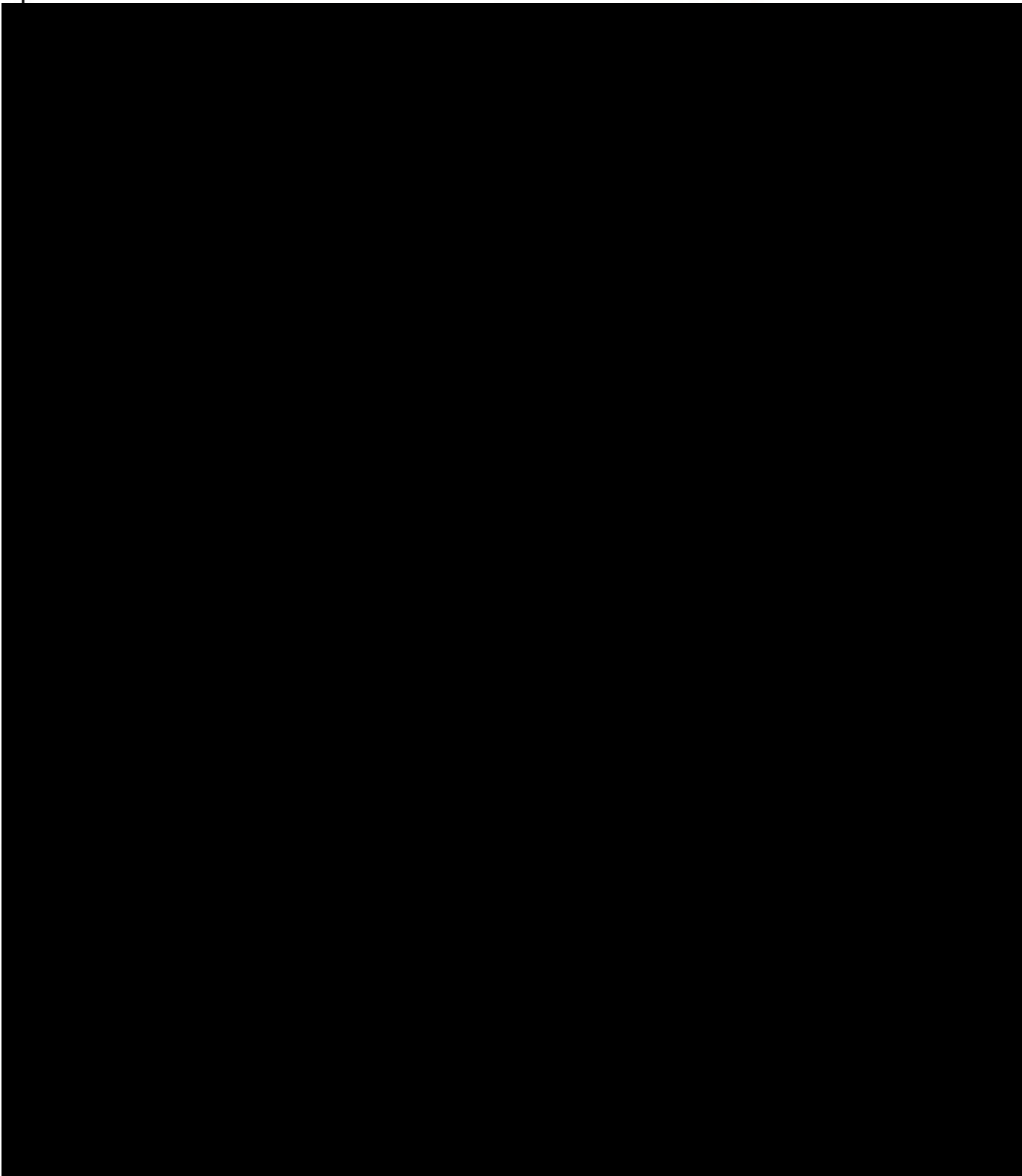


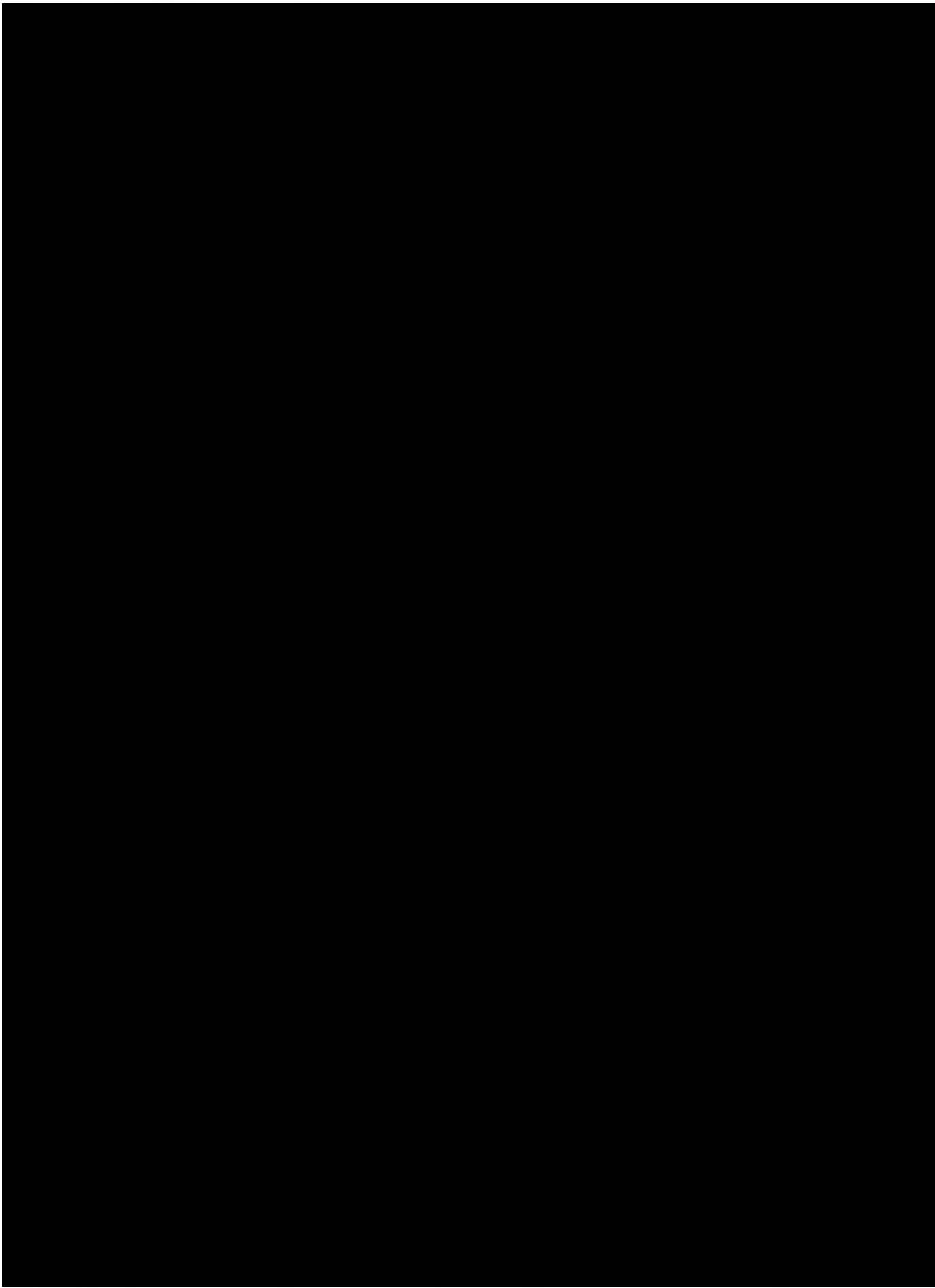


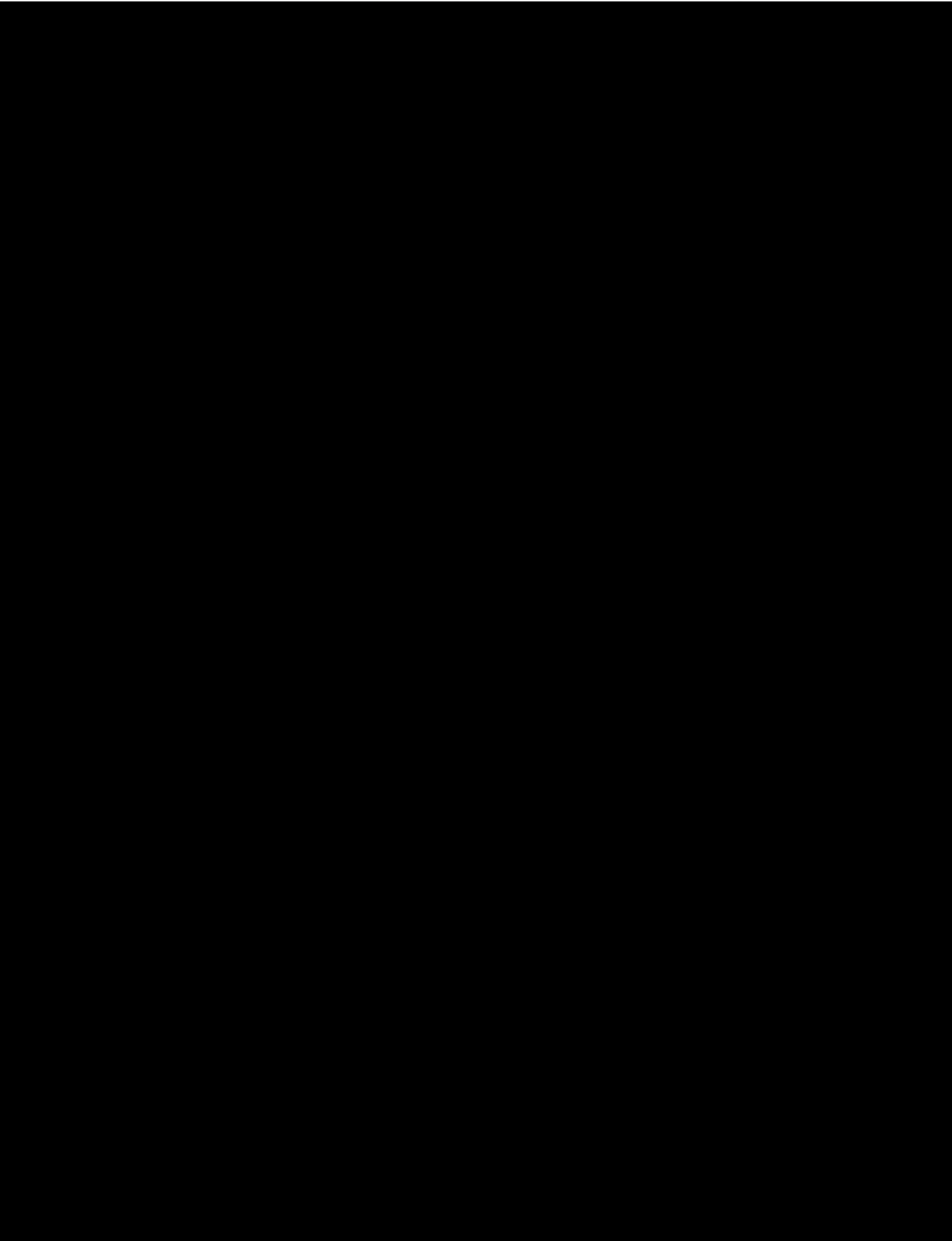


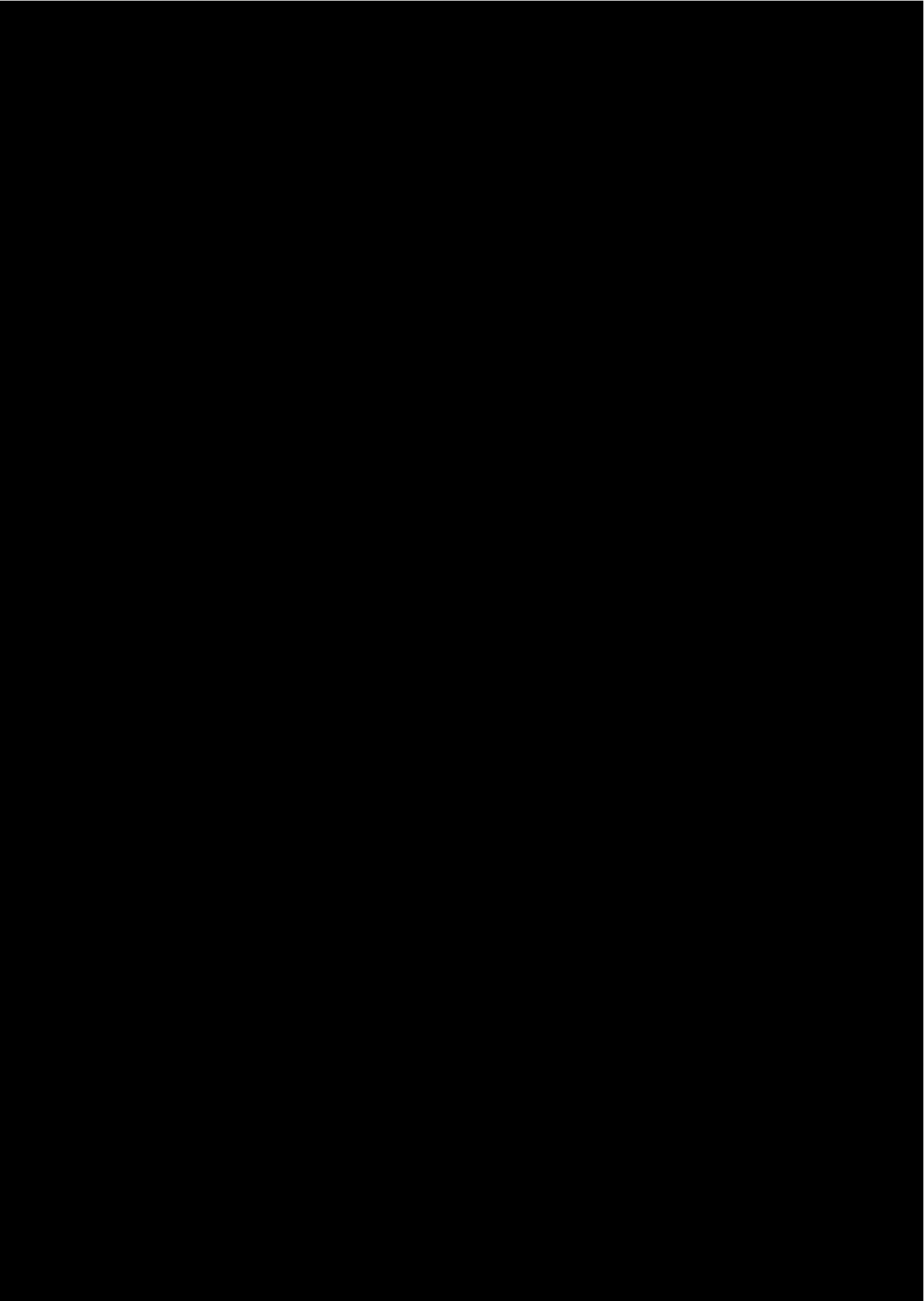


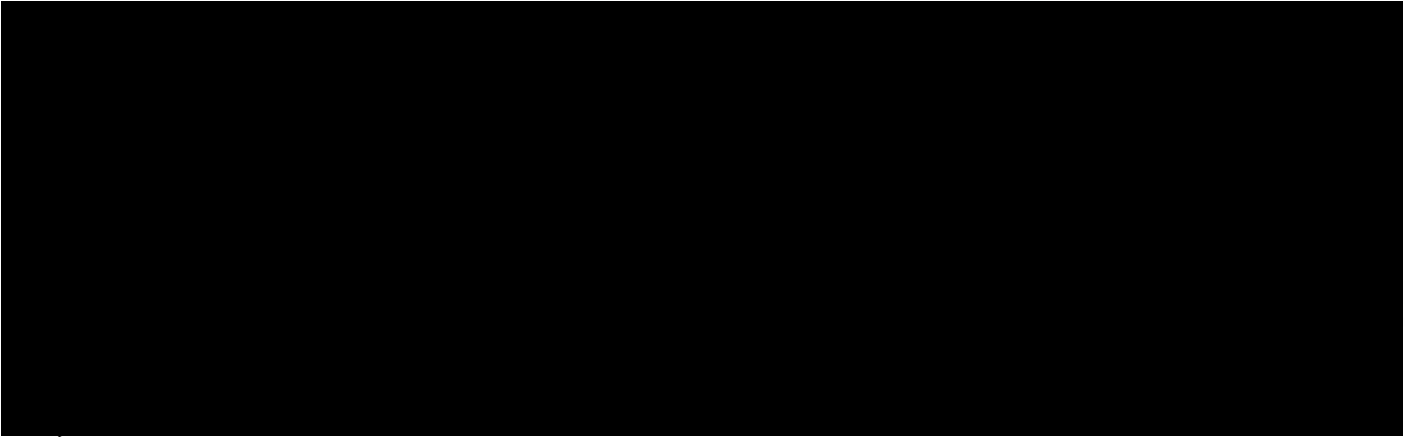
Schedule 8A - Extension Period - Deed of Variation (Parent Company Deed of Guarantee and Indemnity)

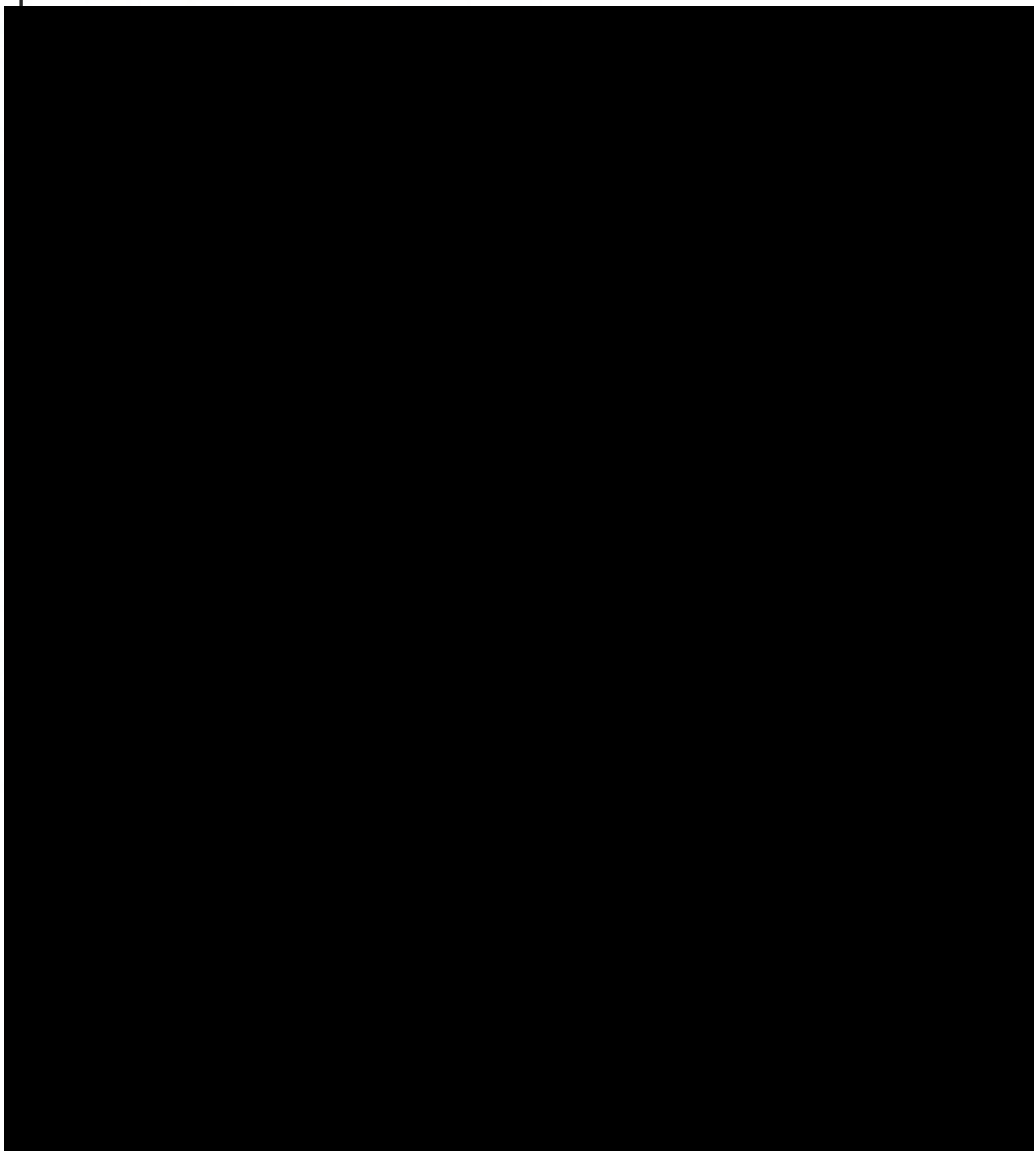


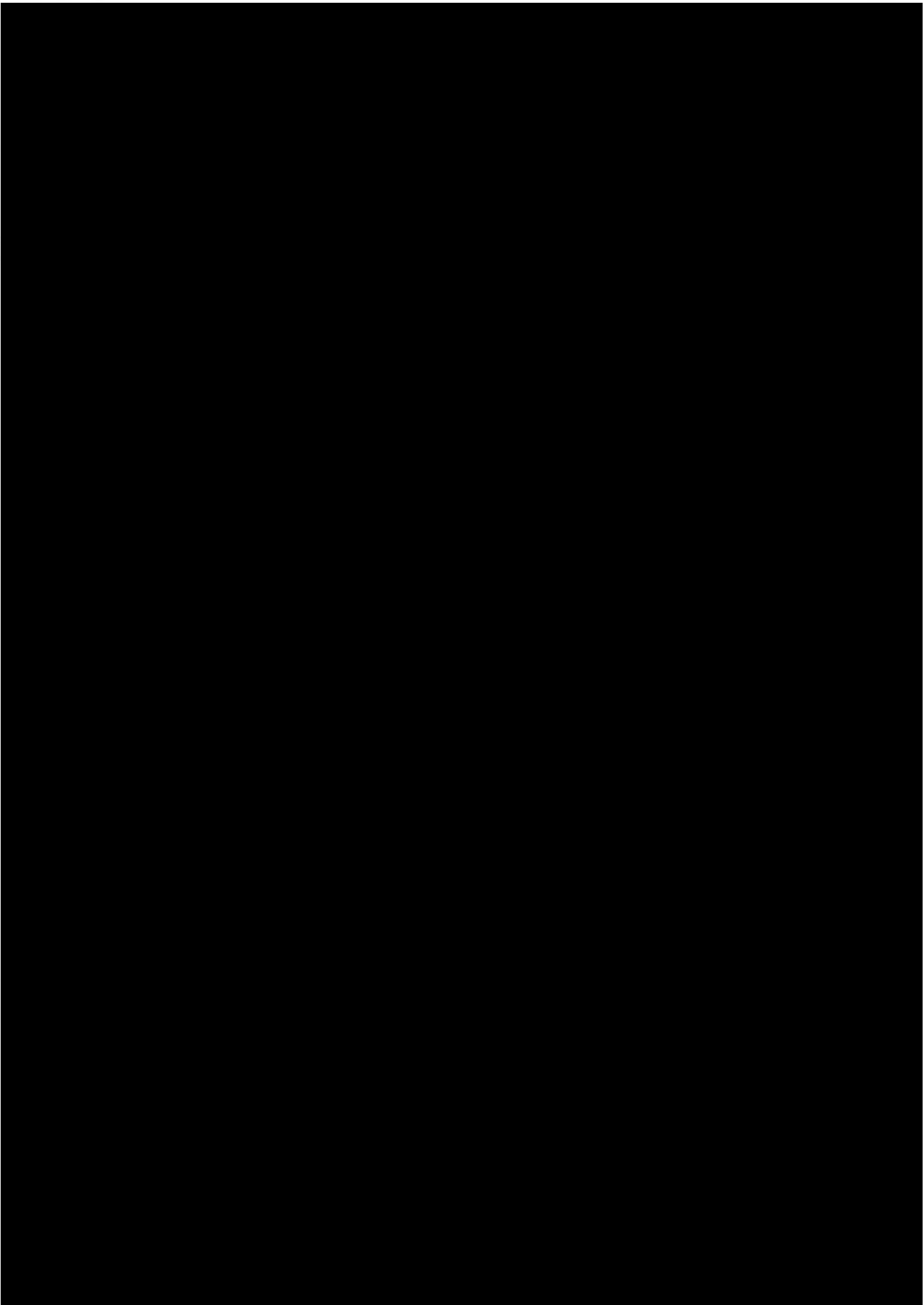


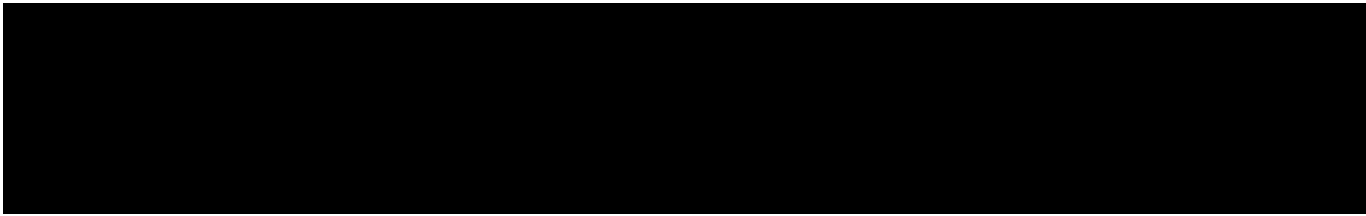




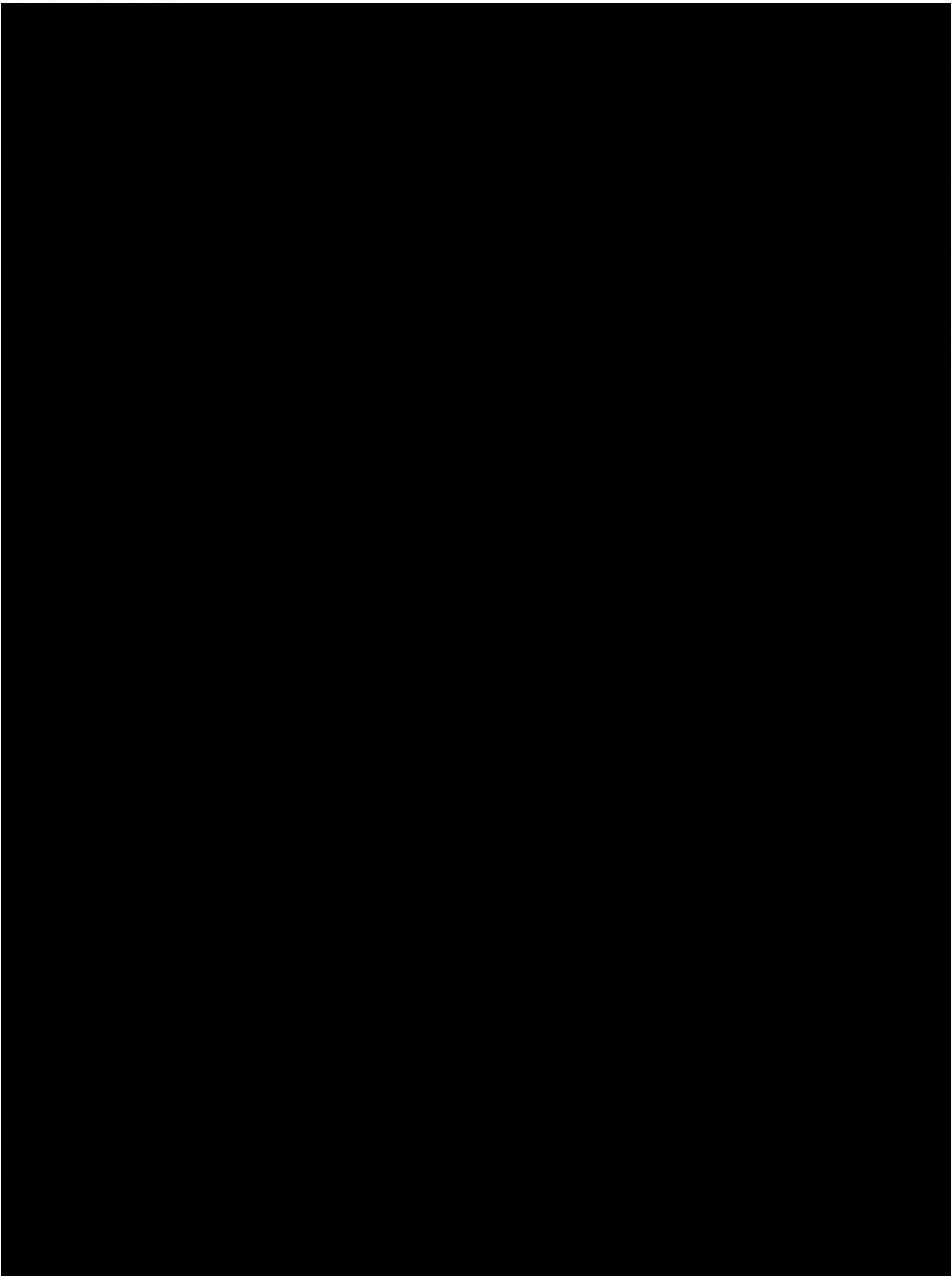


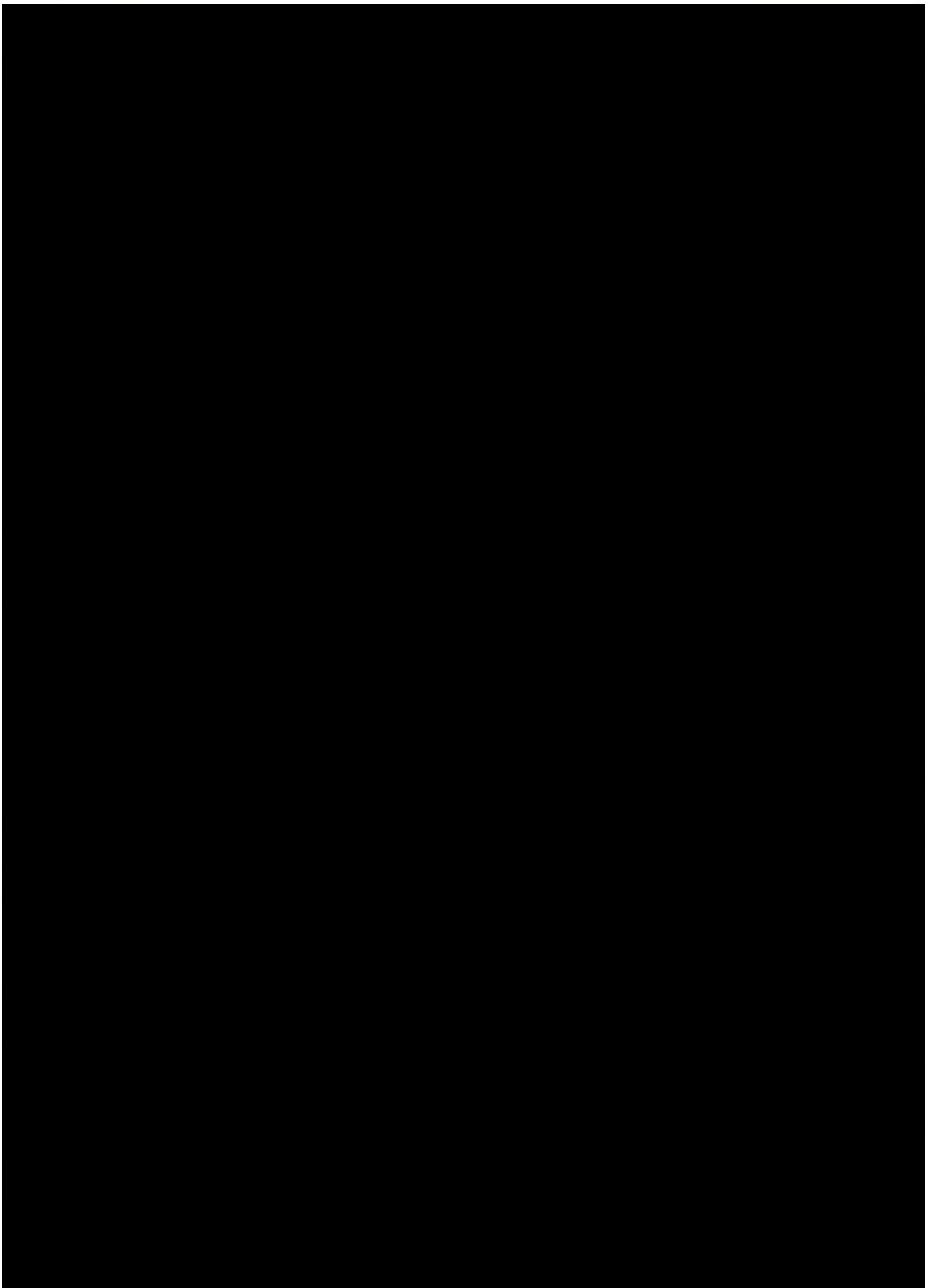


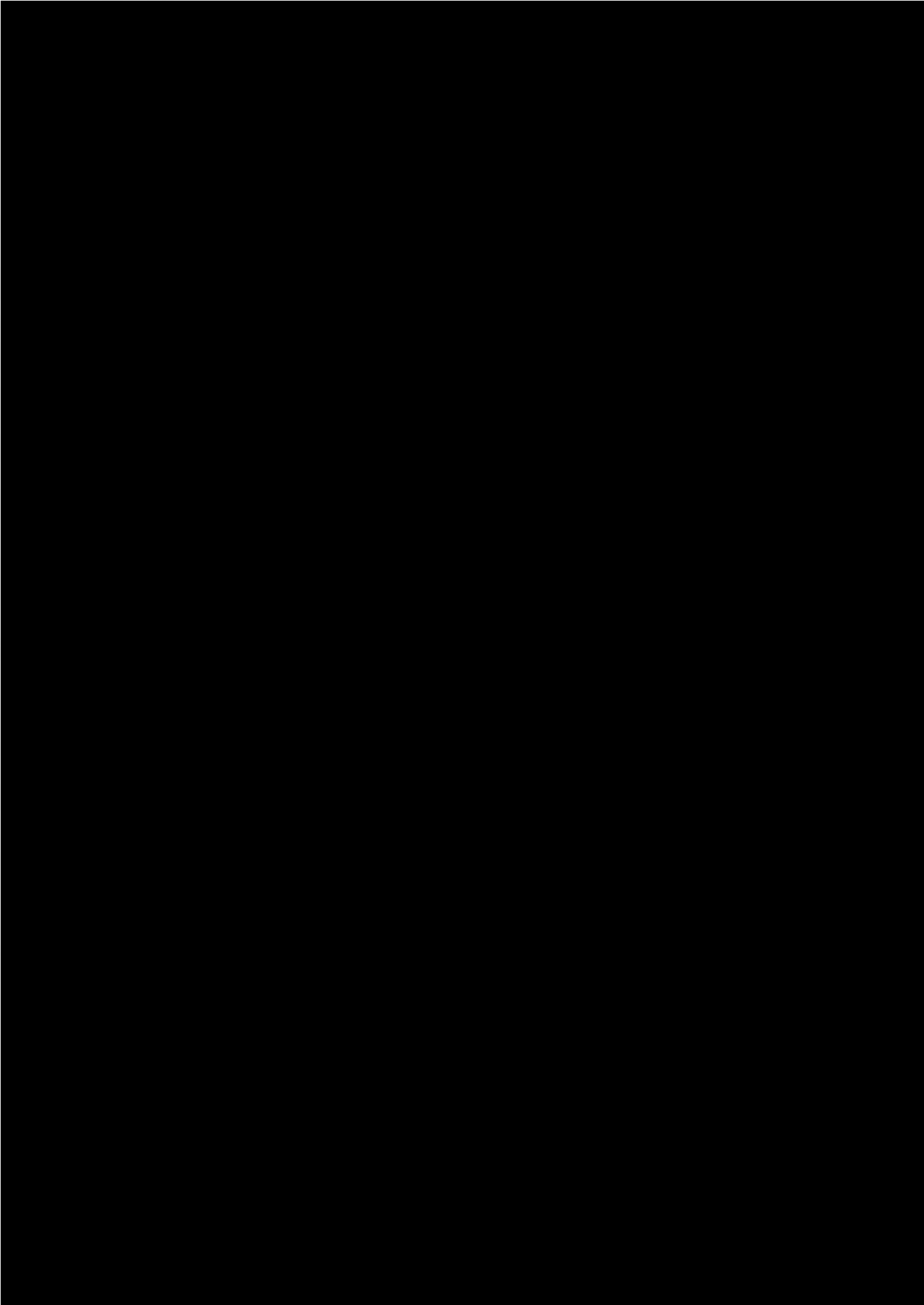


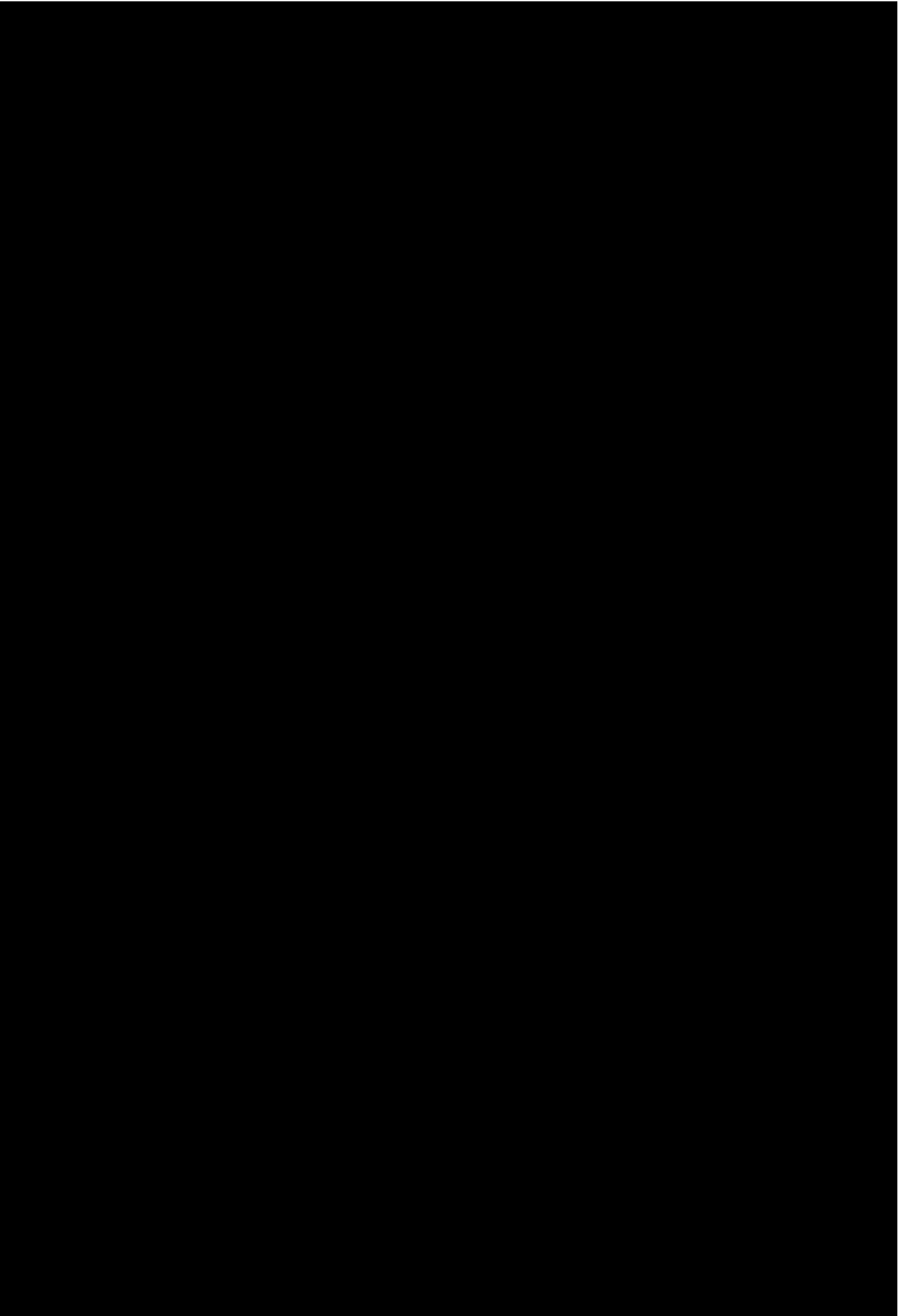


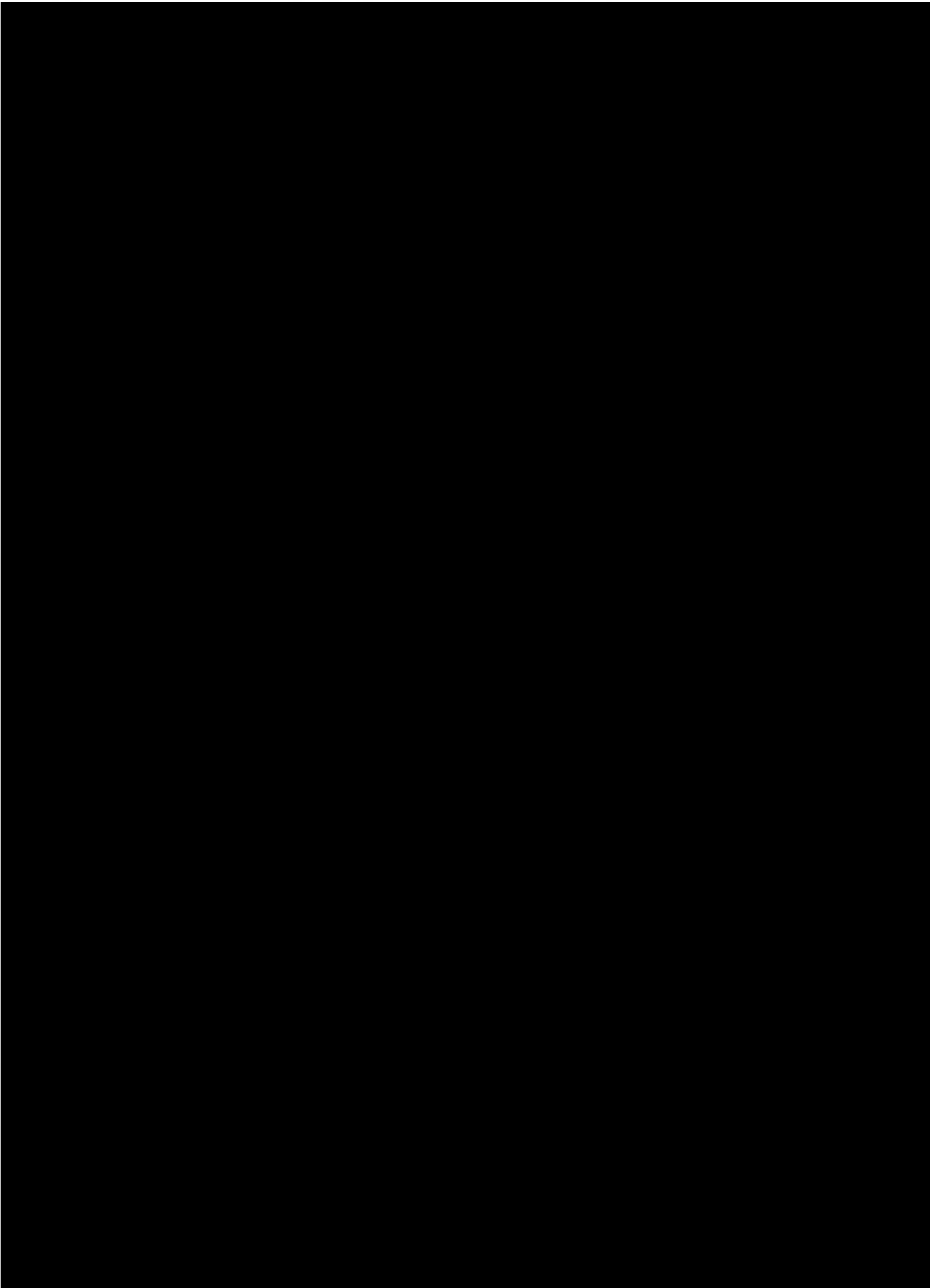
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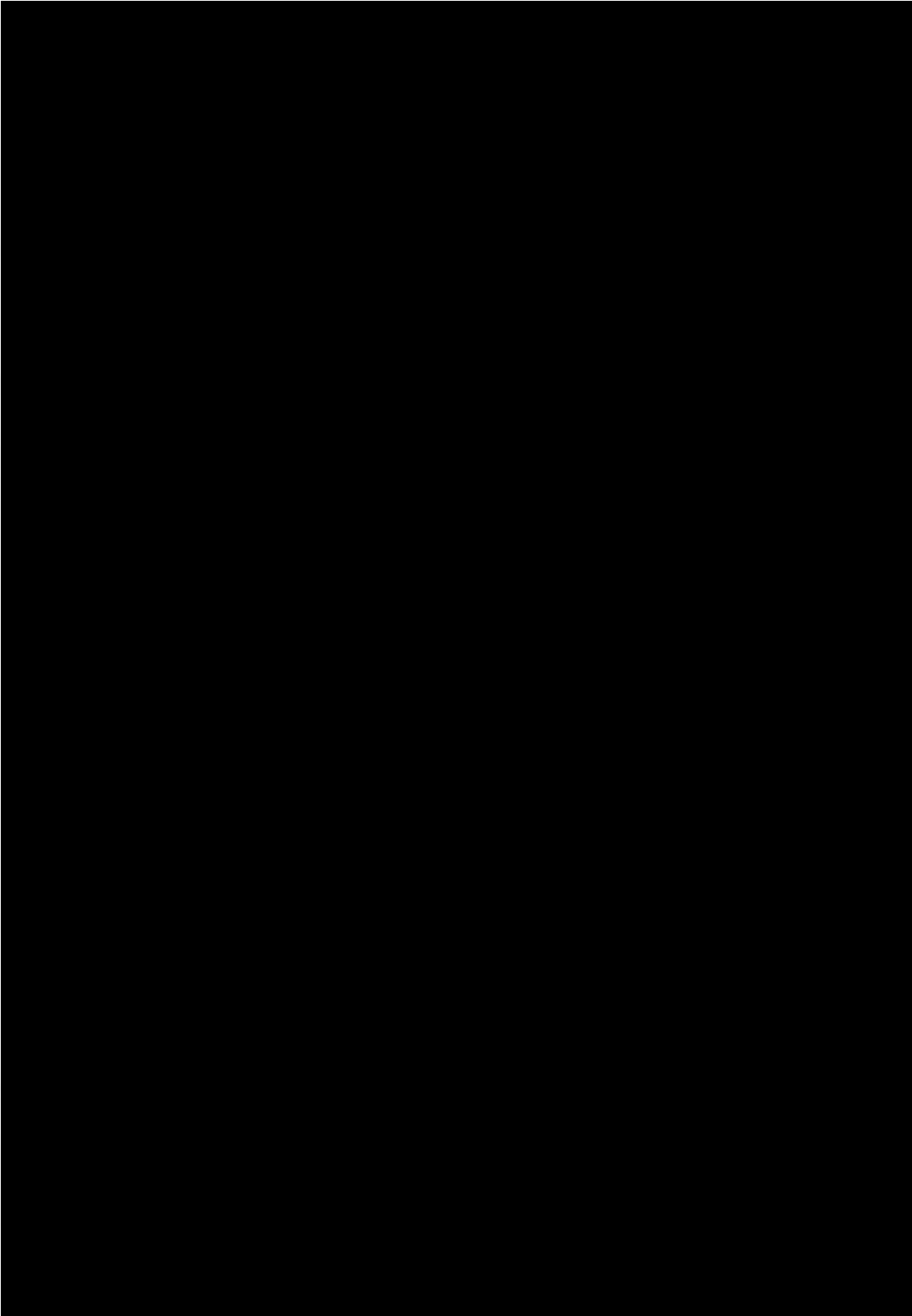


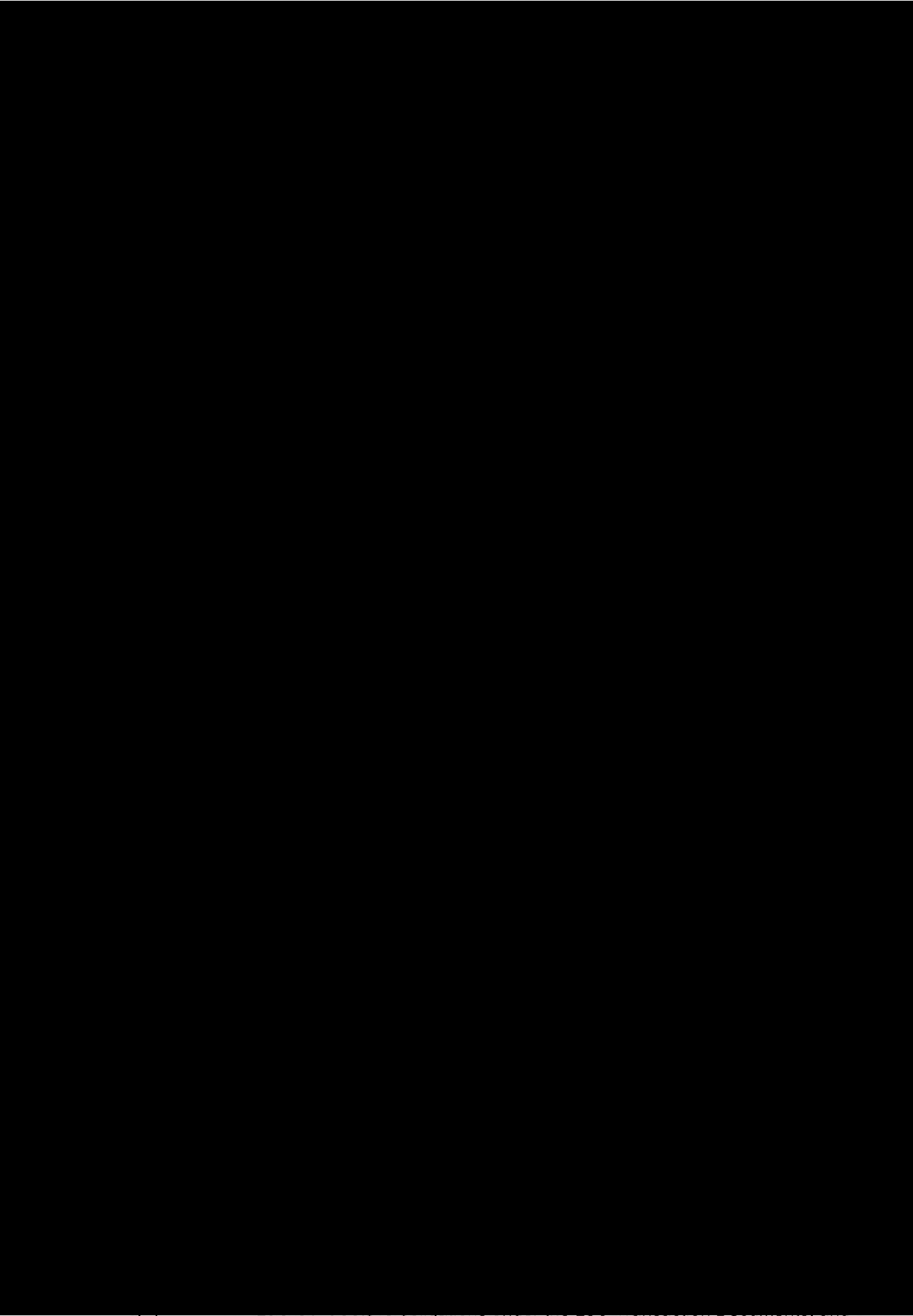


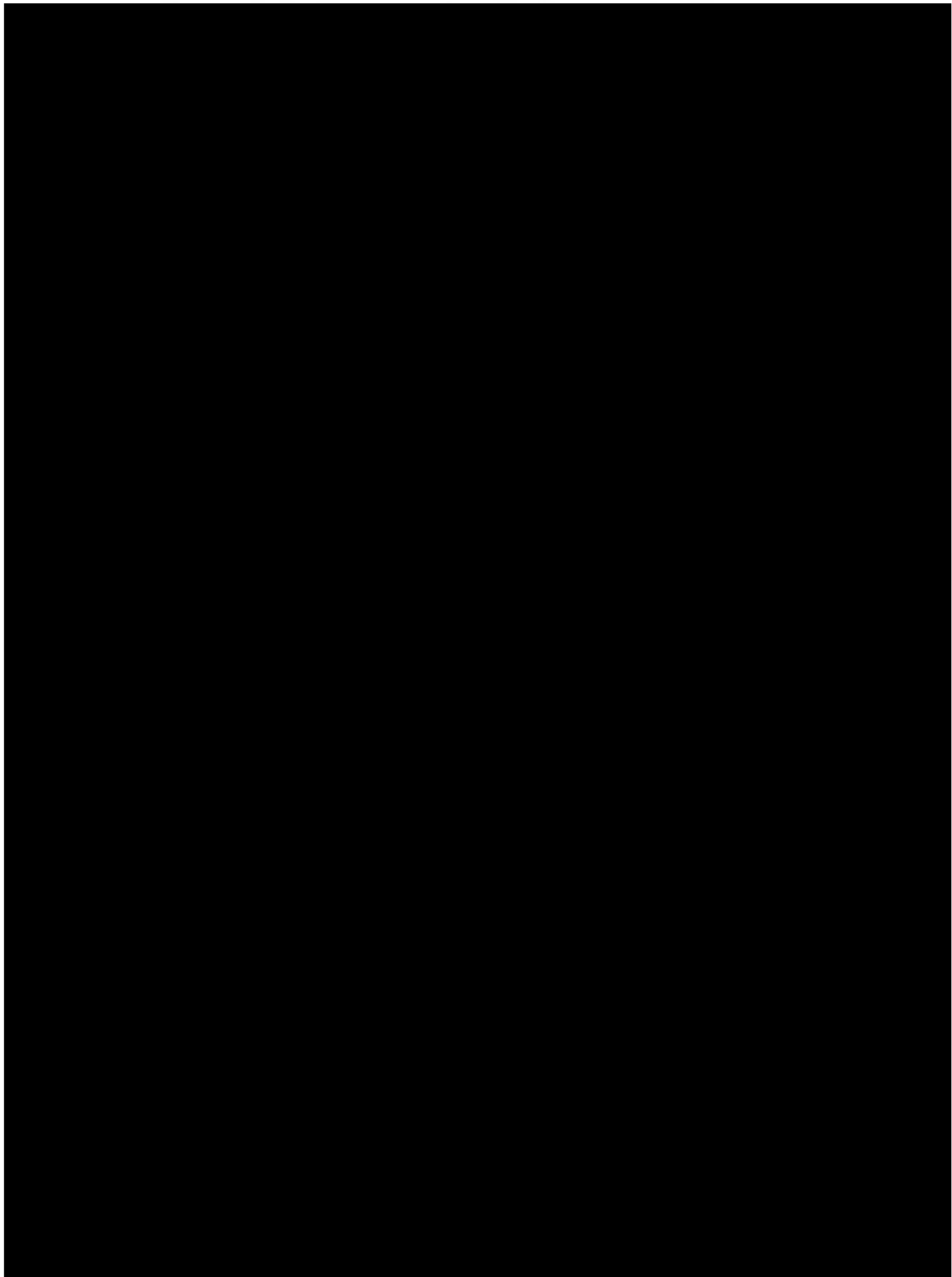


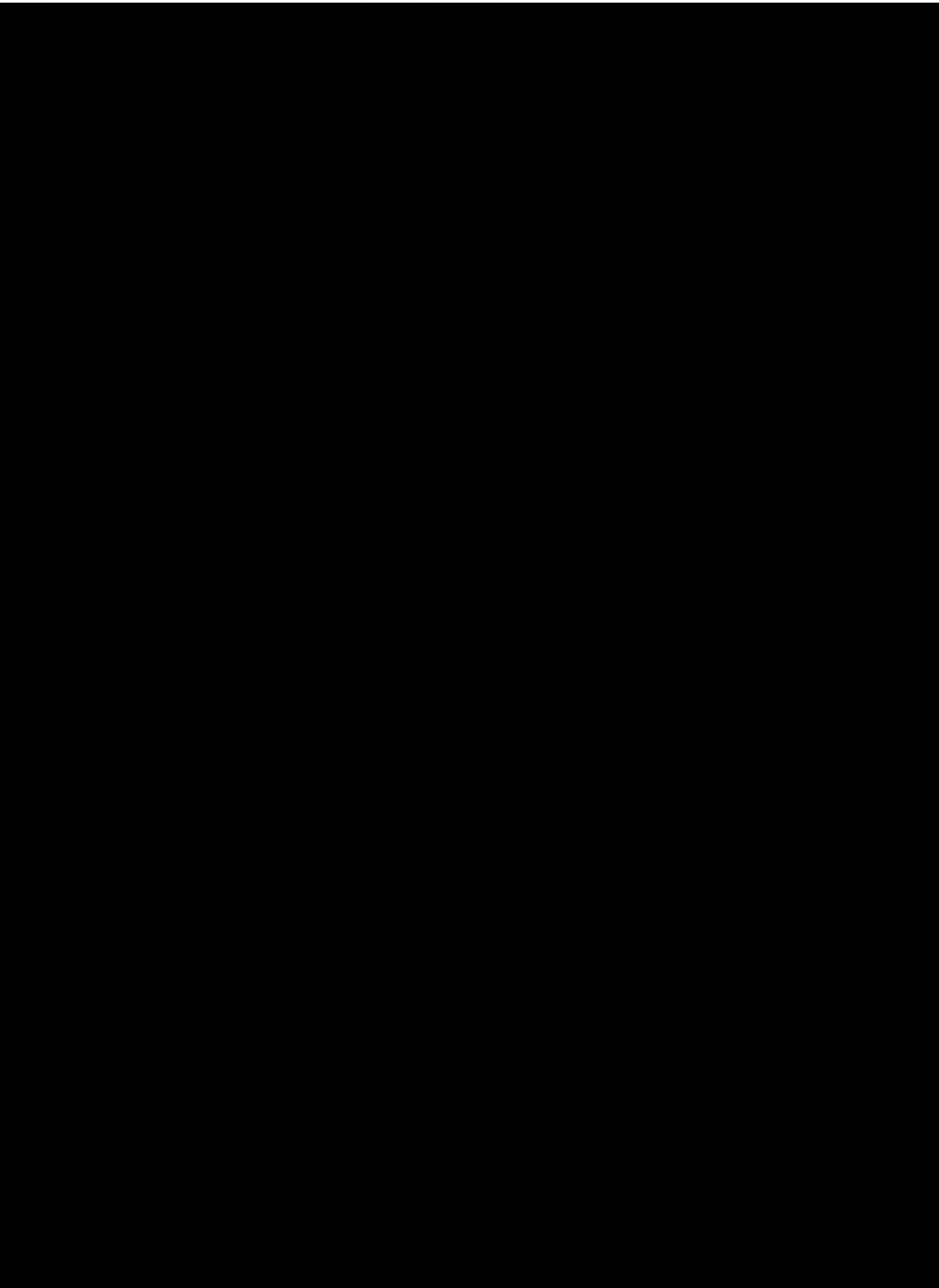


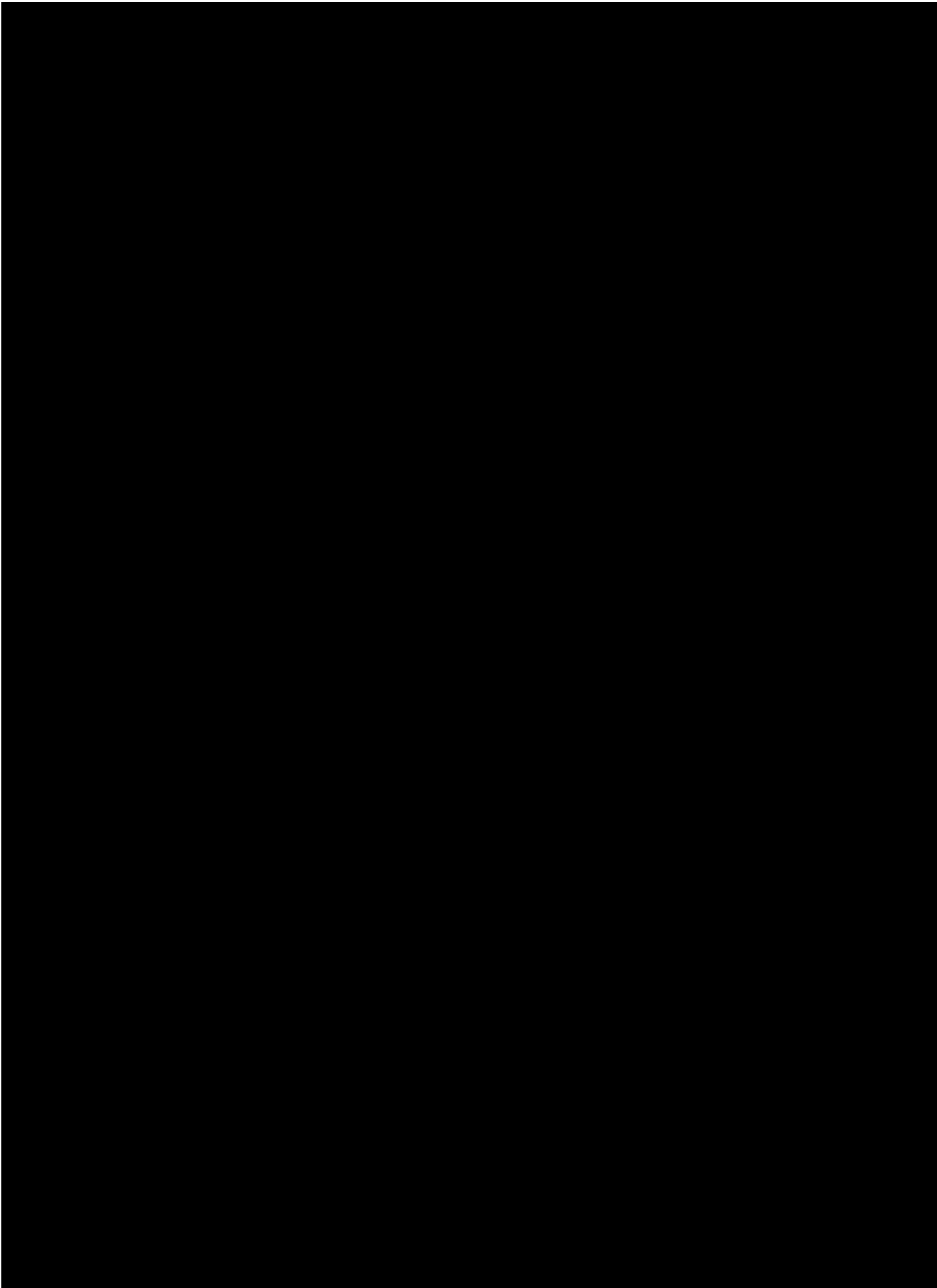


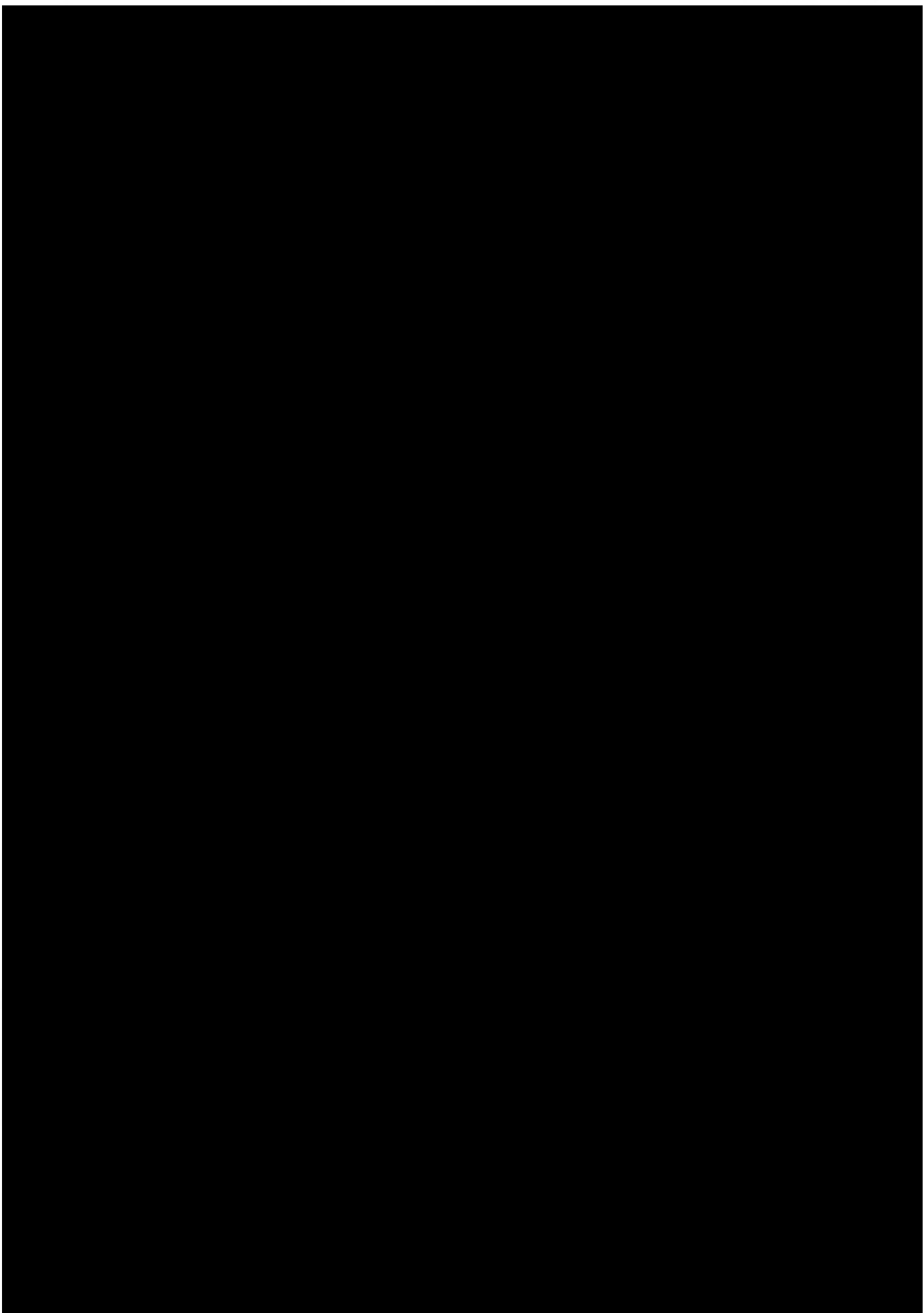


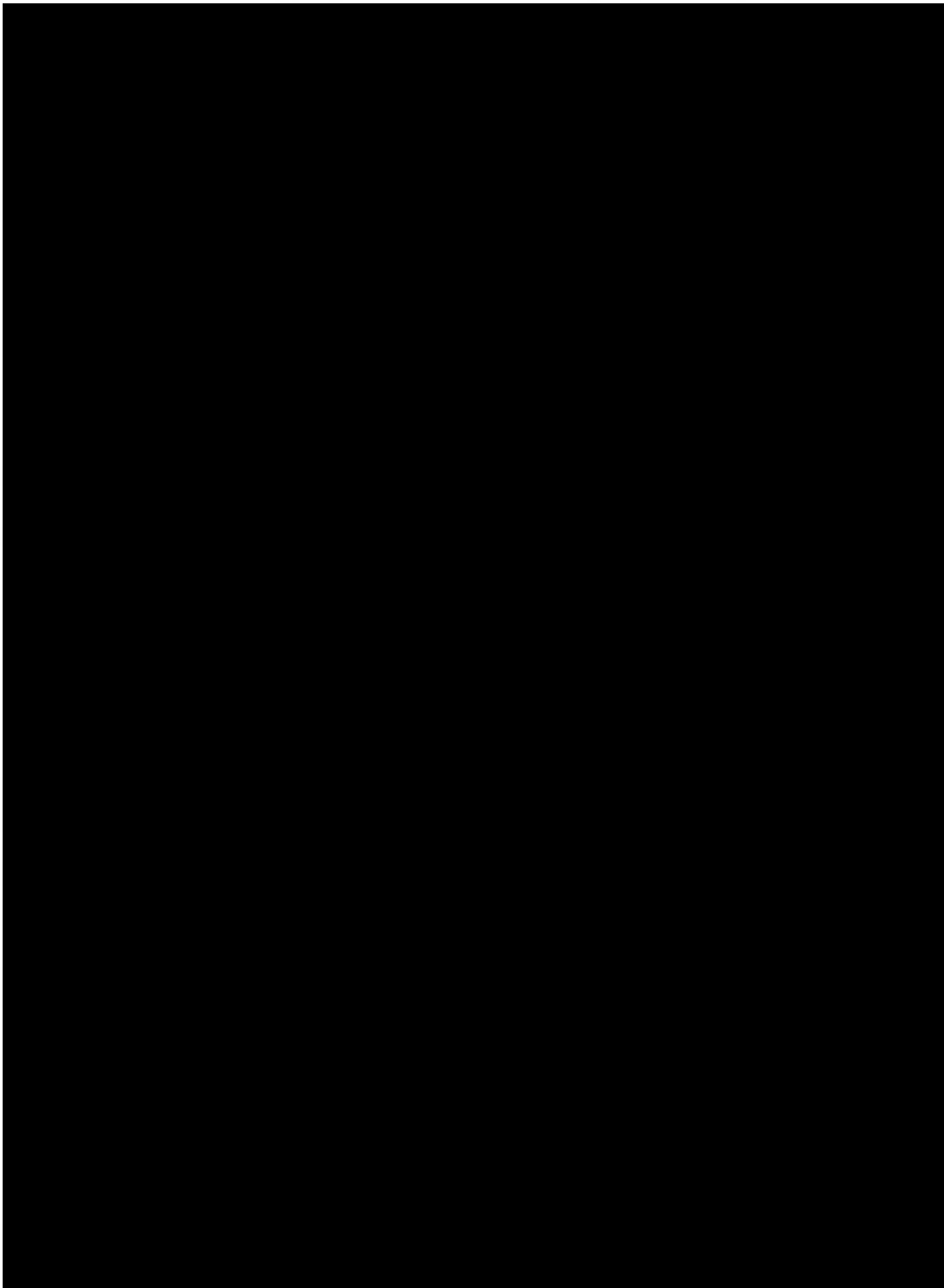


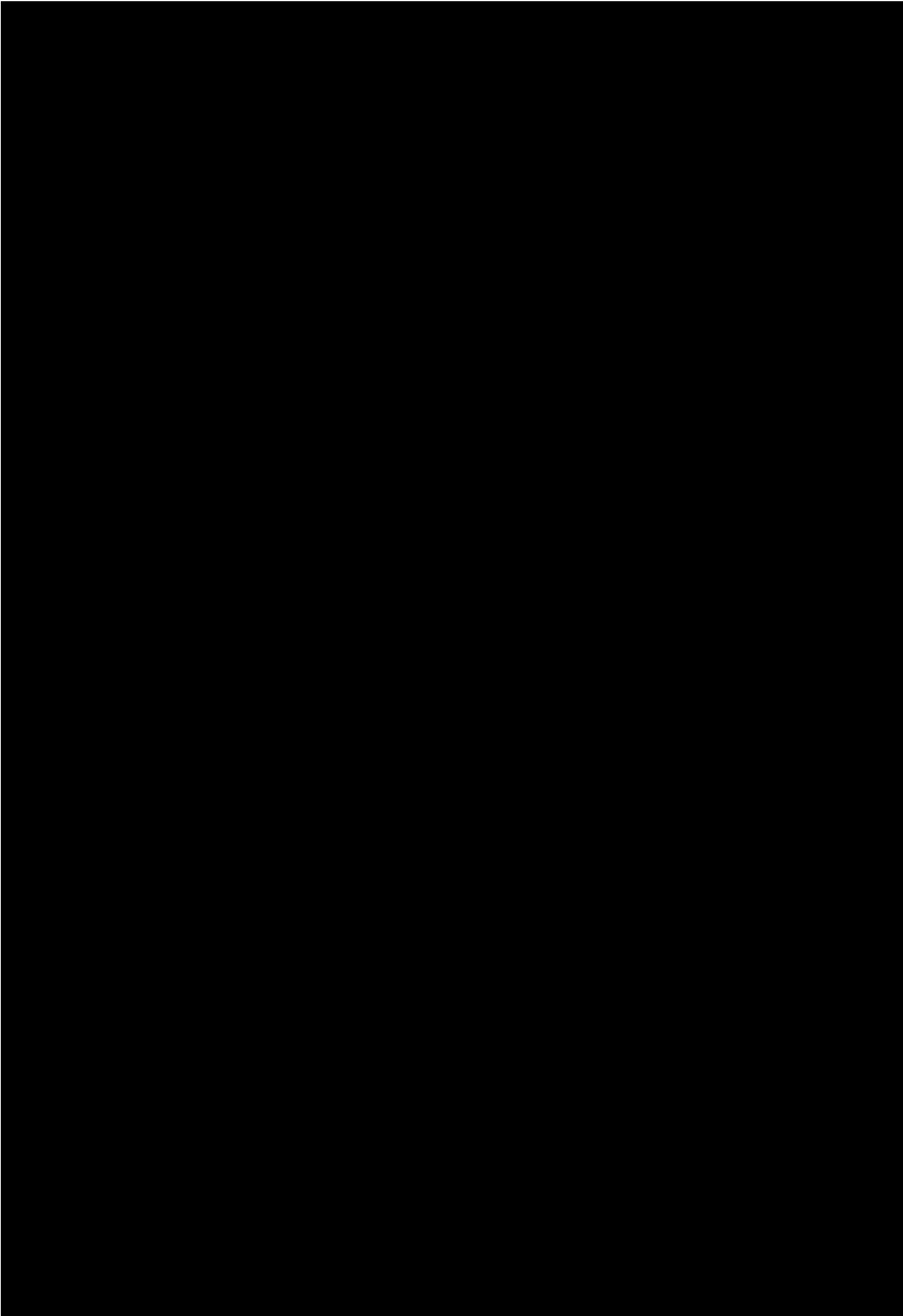


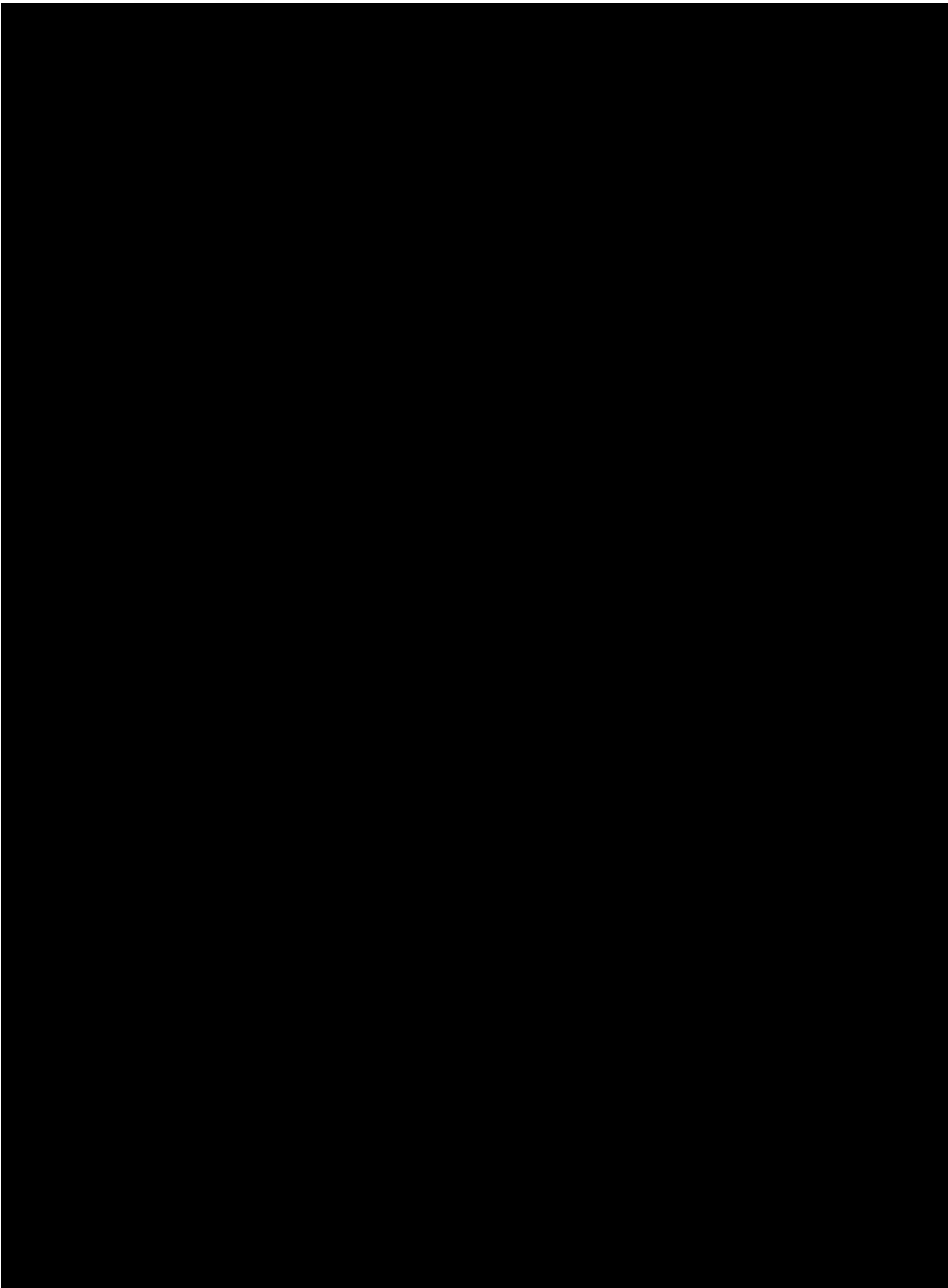


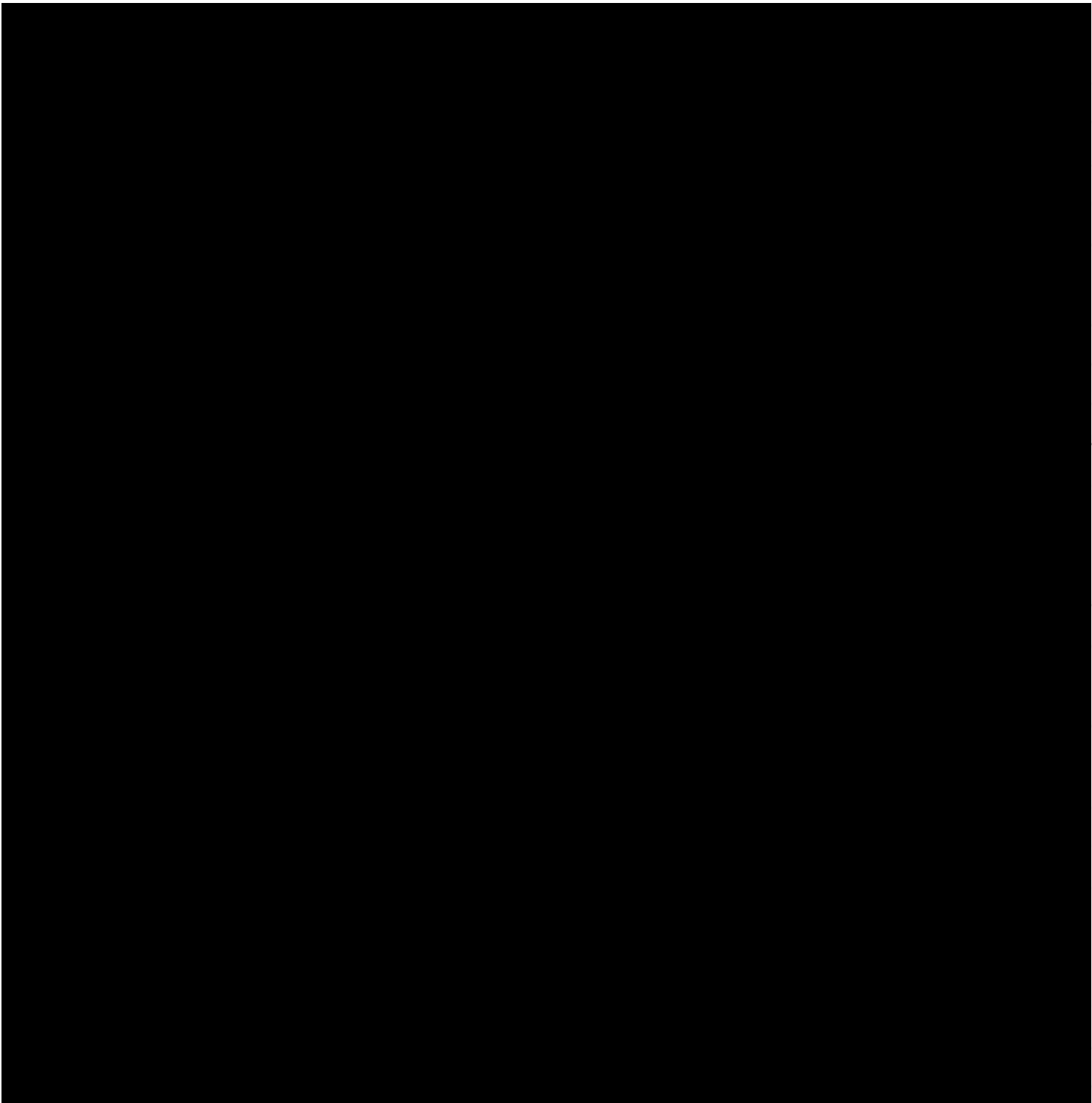




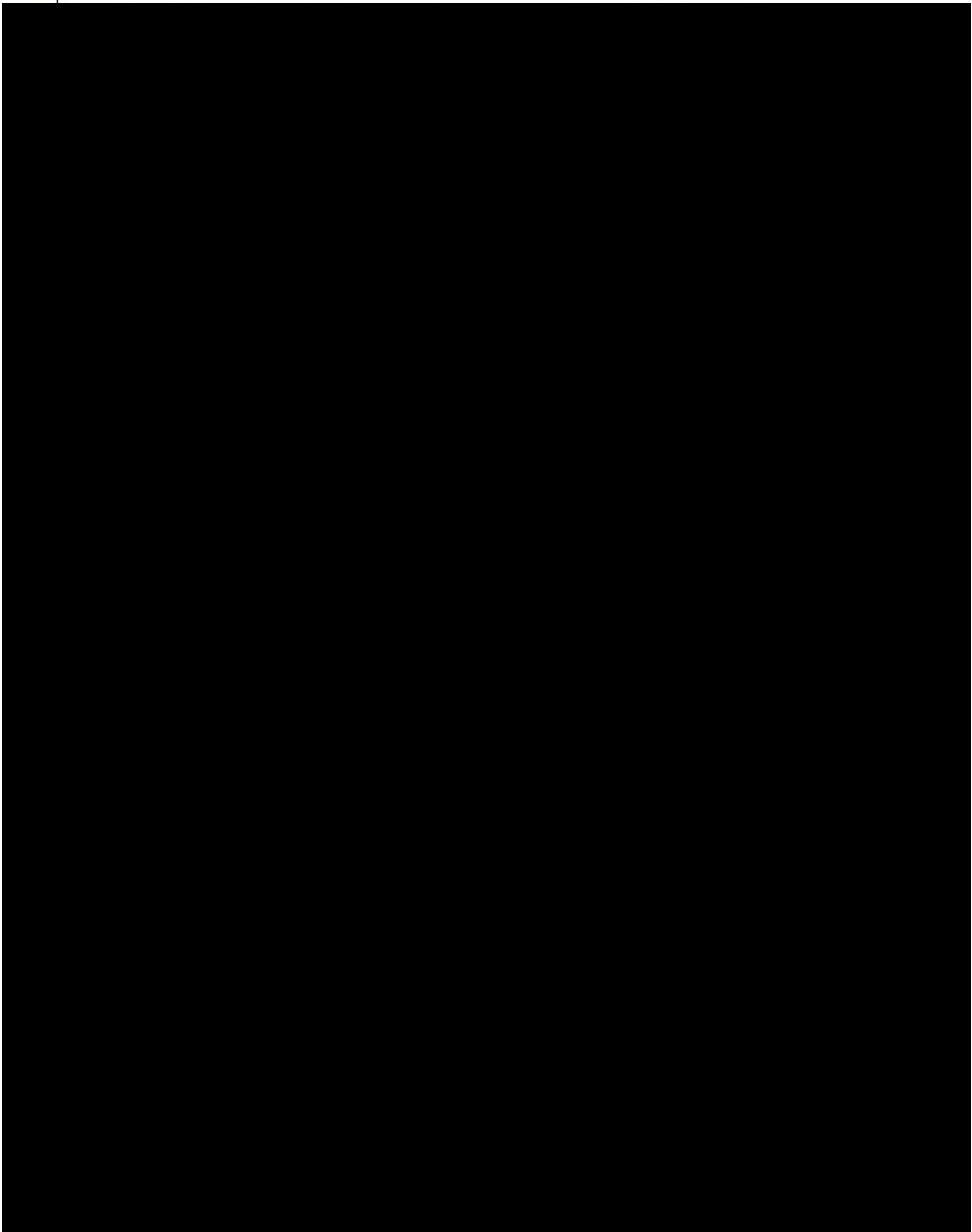


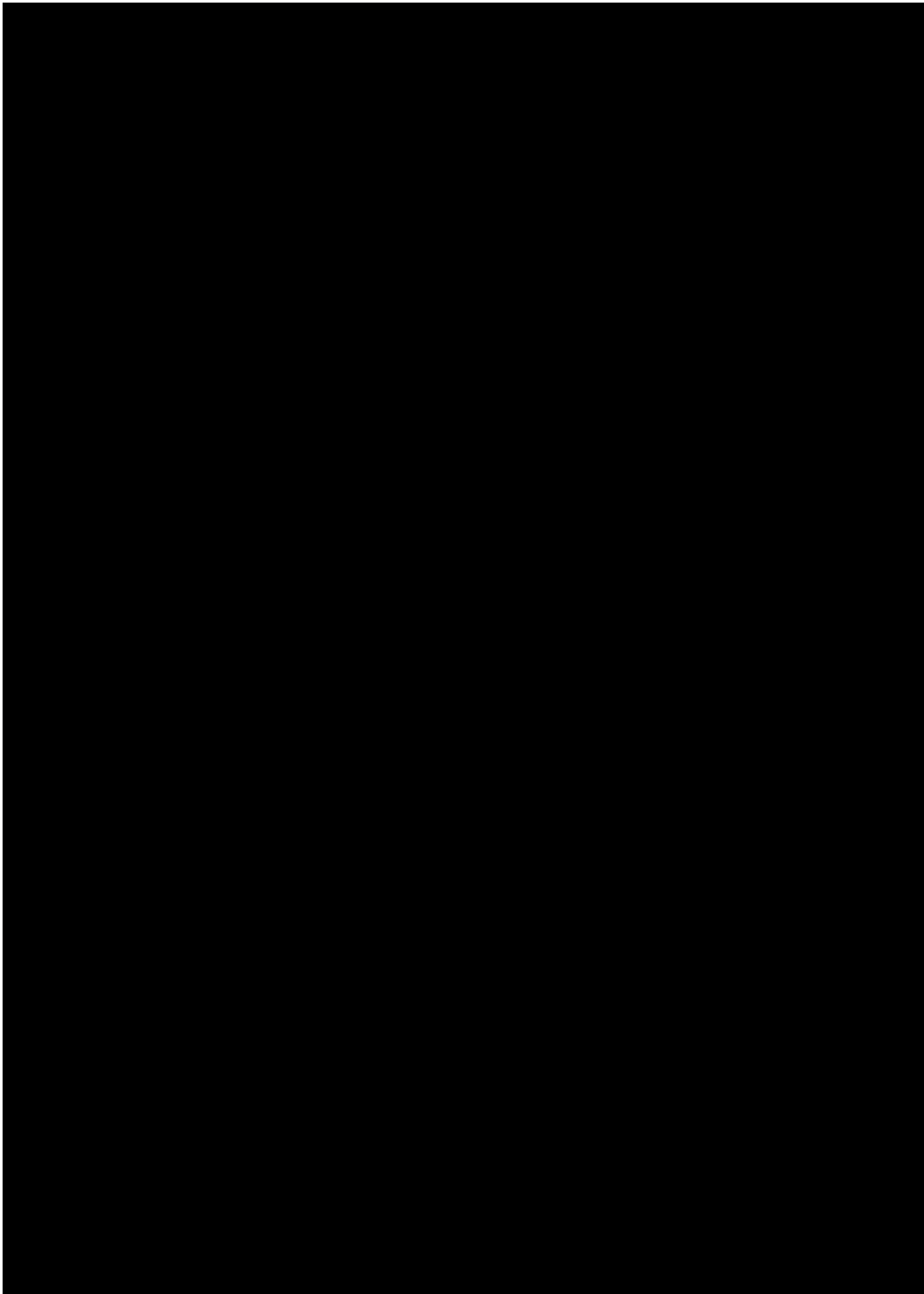


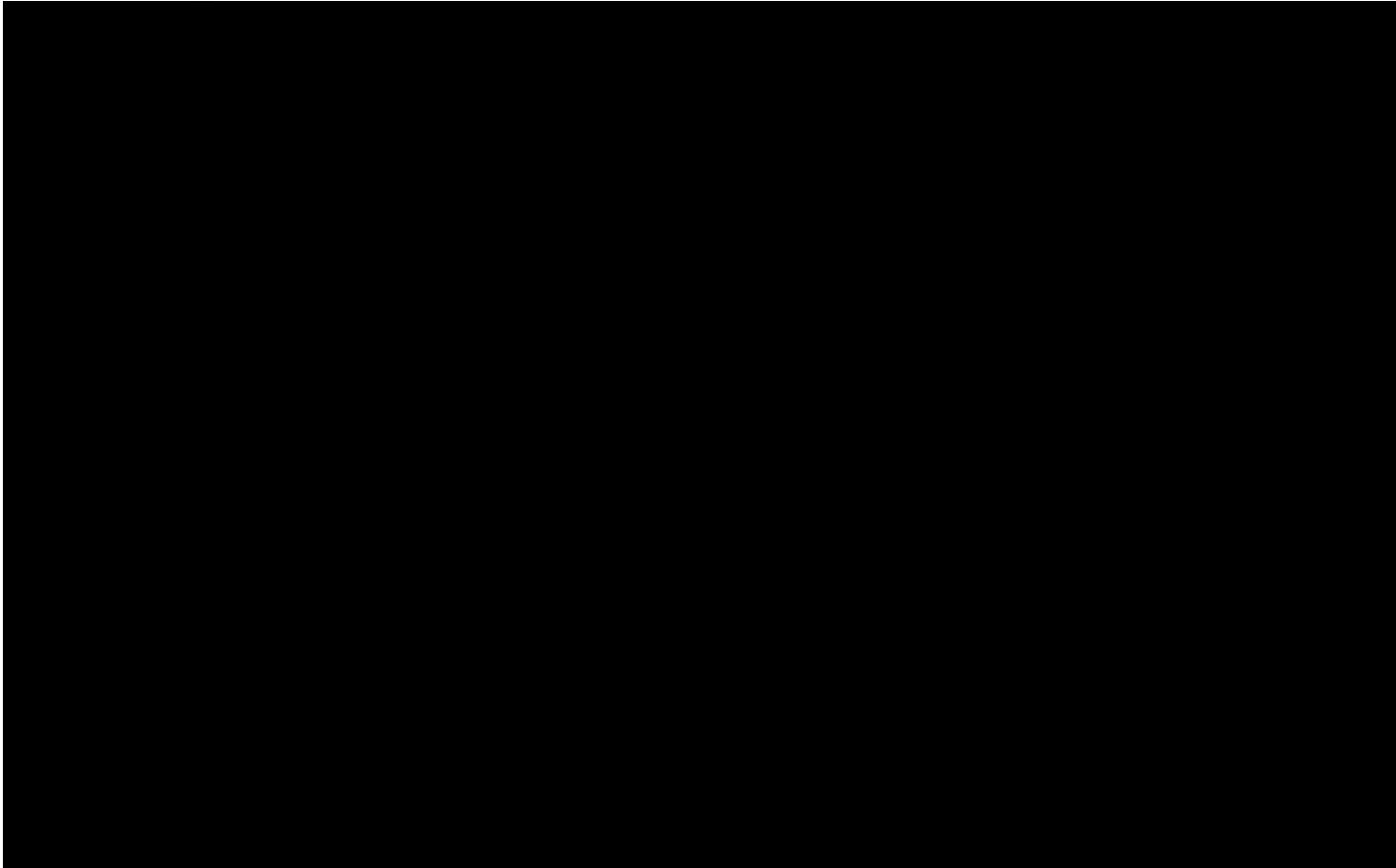


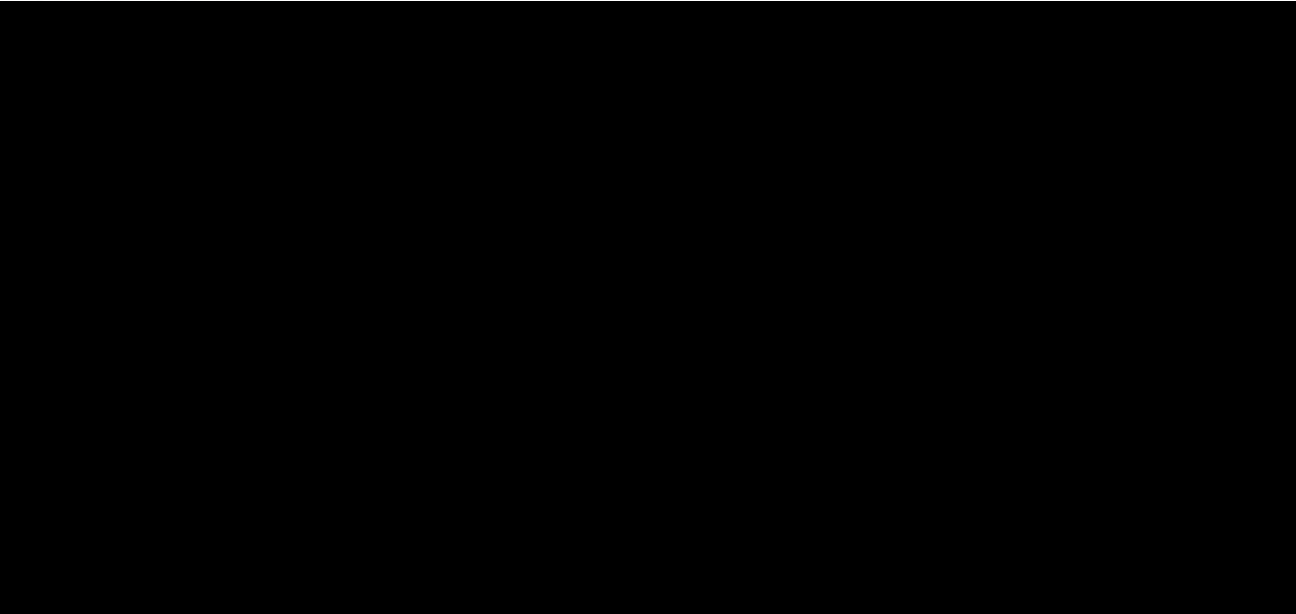


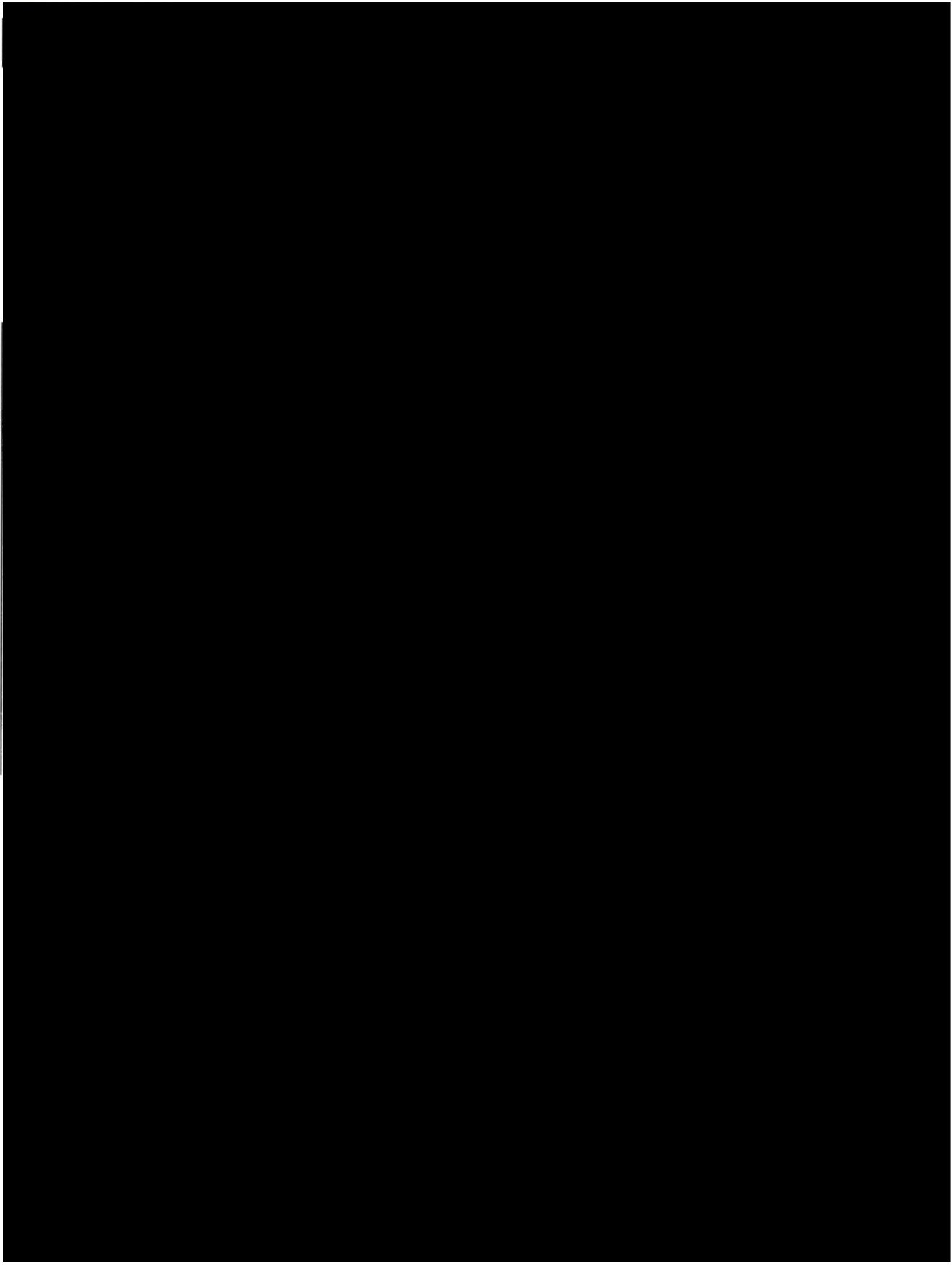
Schedule 8B - Deed of Novation (Parent Company Deed of Guarantee and Indemnity)

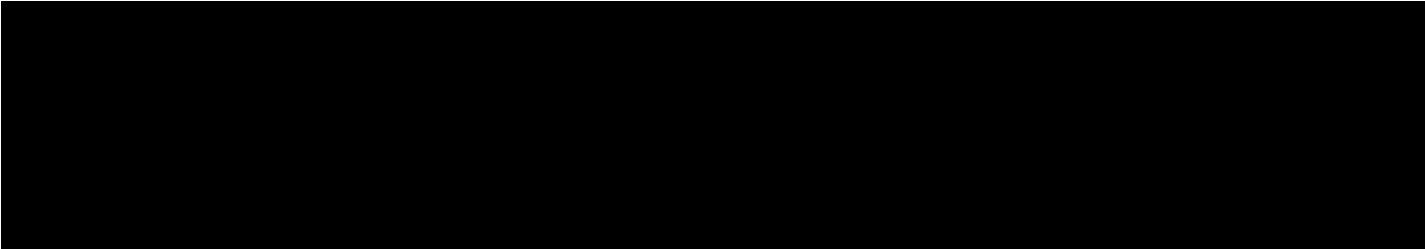




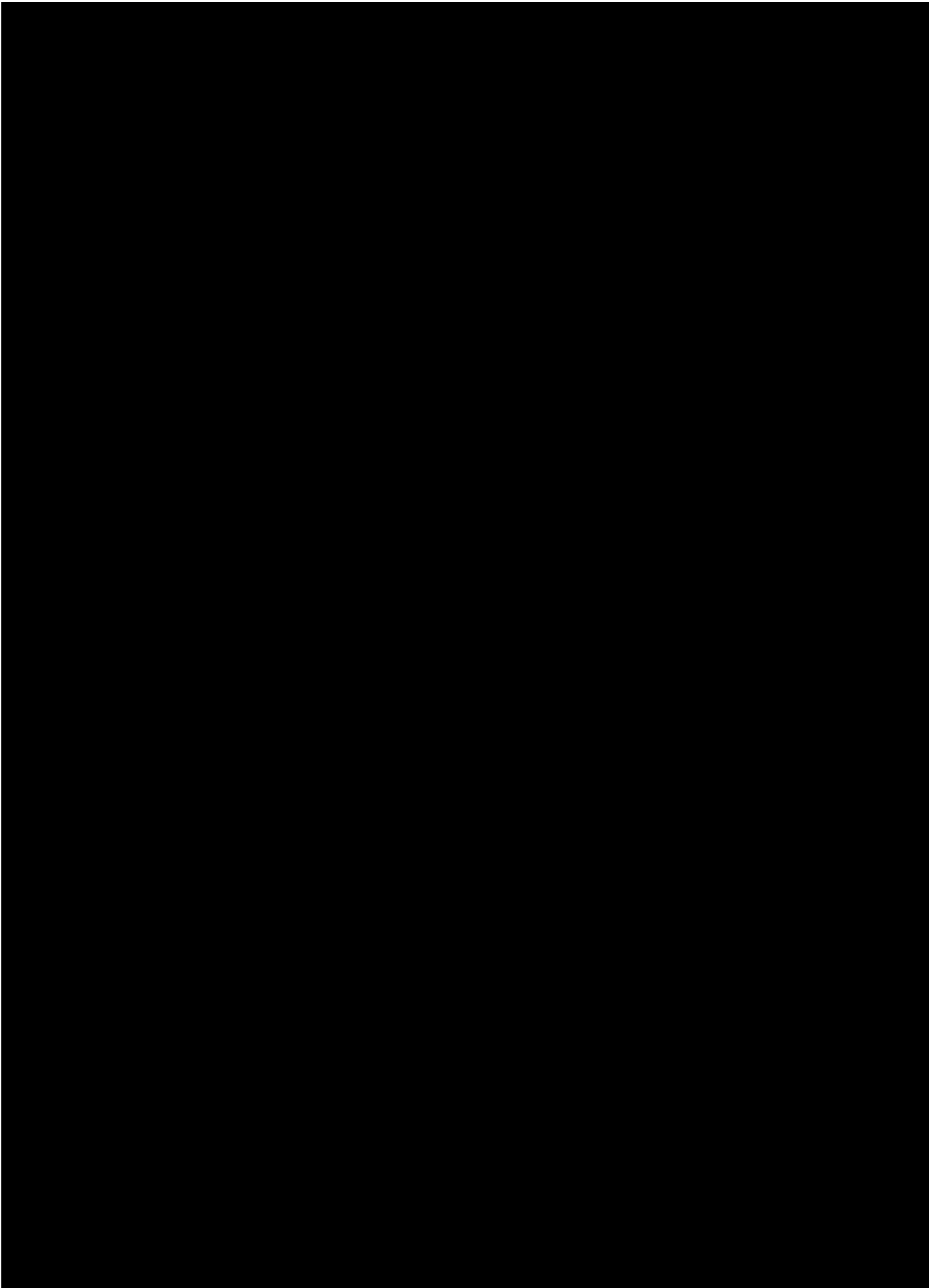


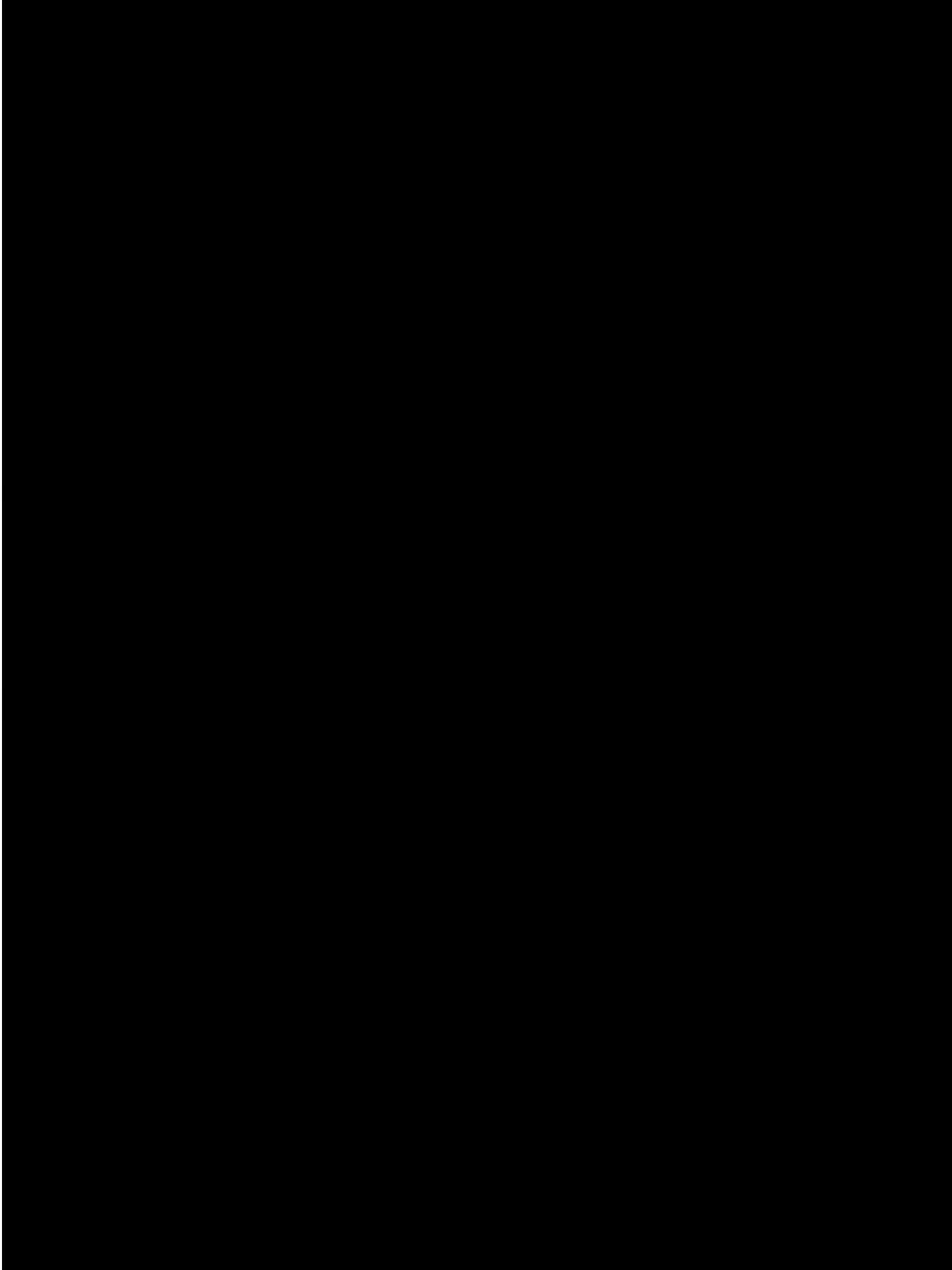


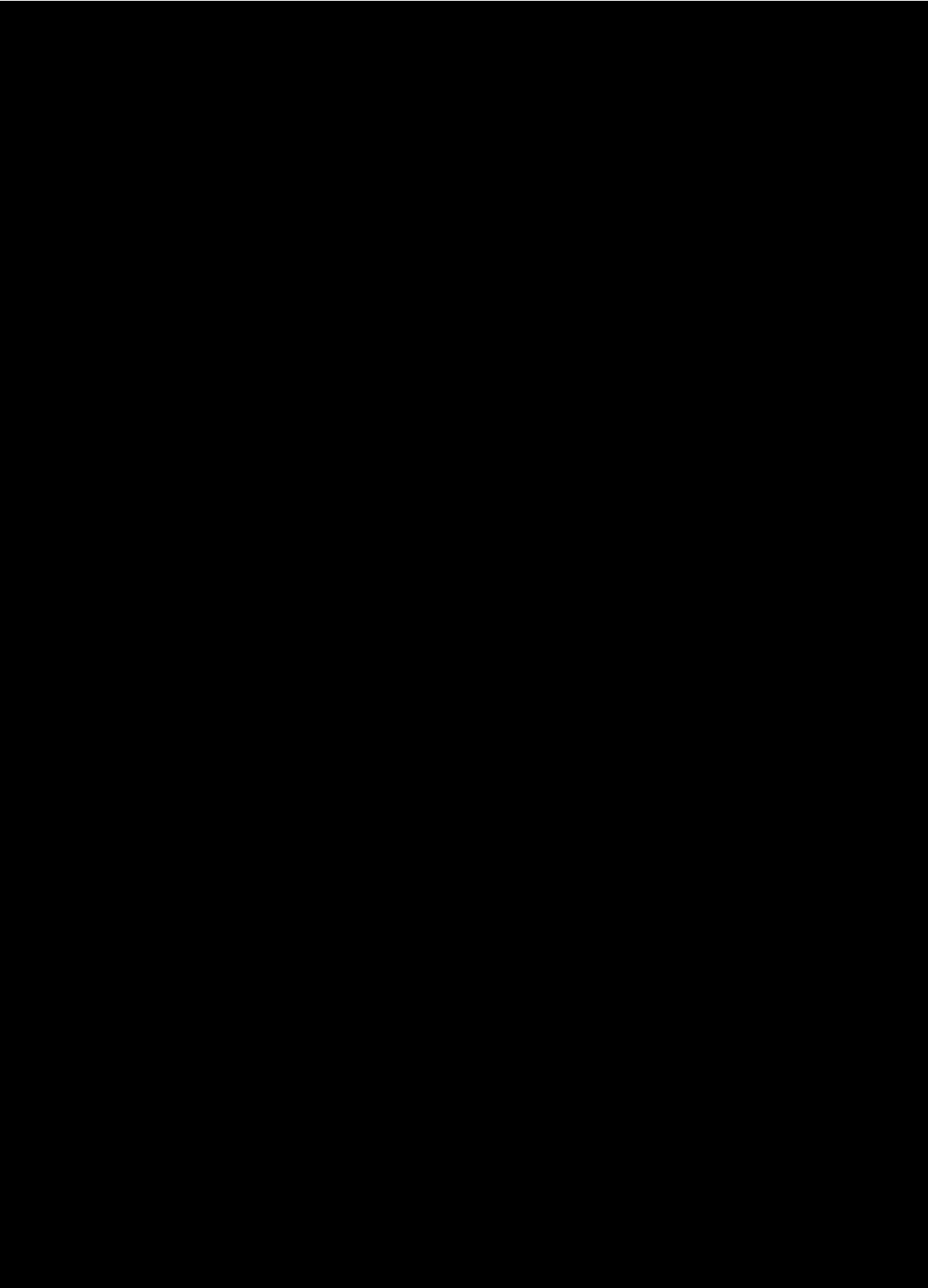


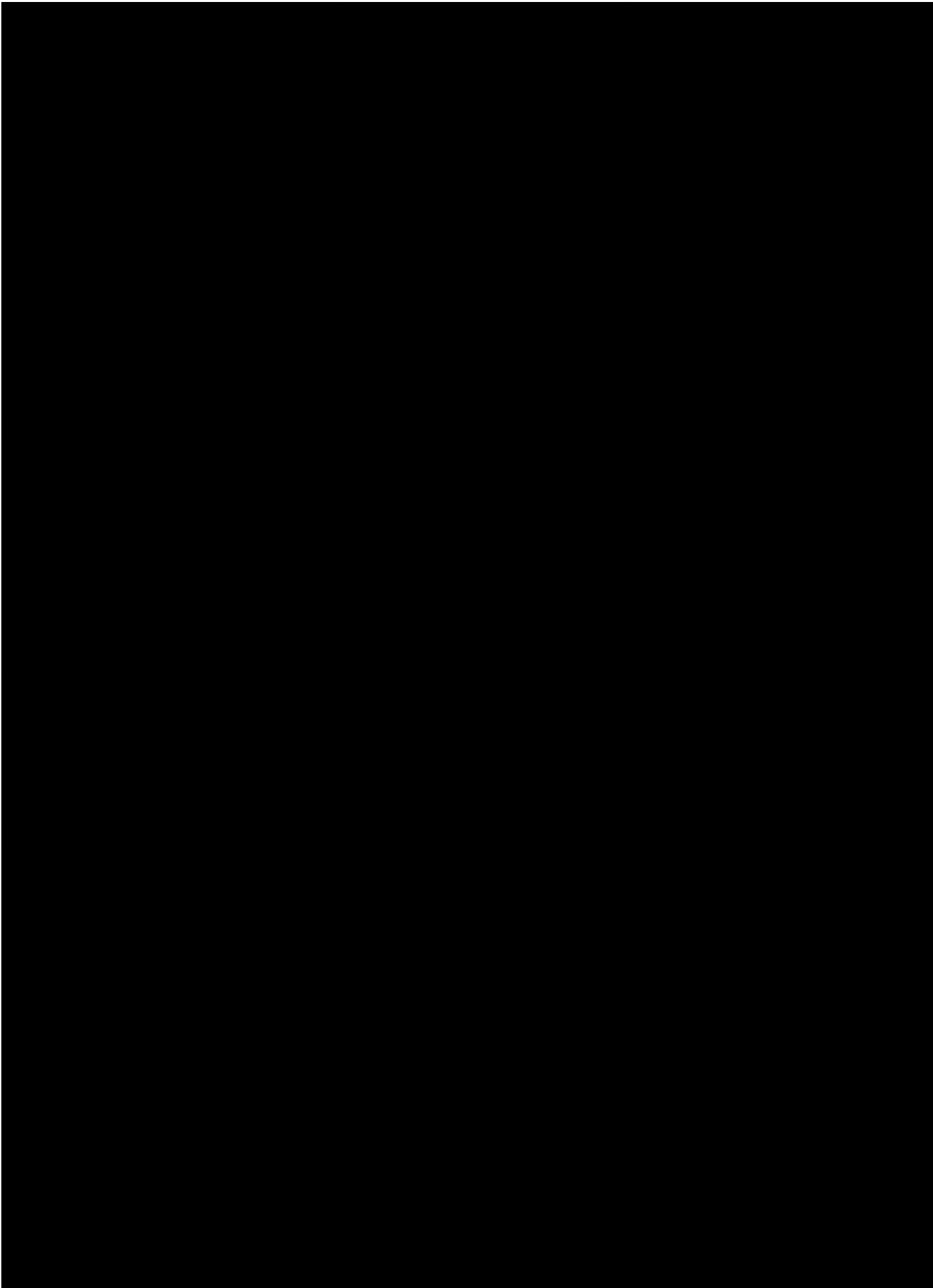


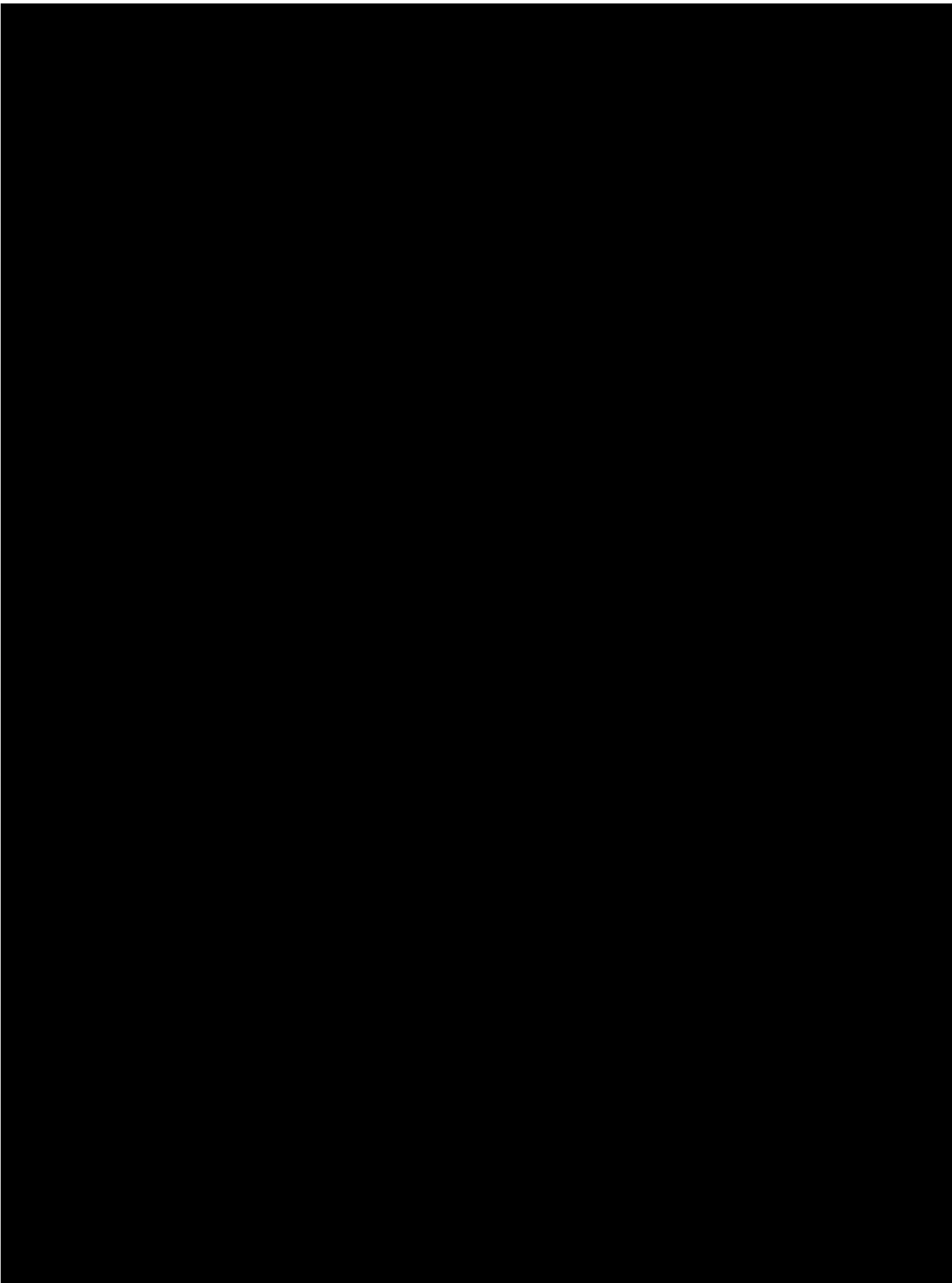
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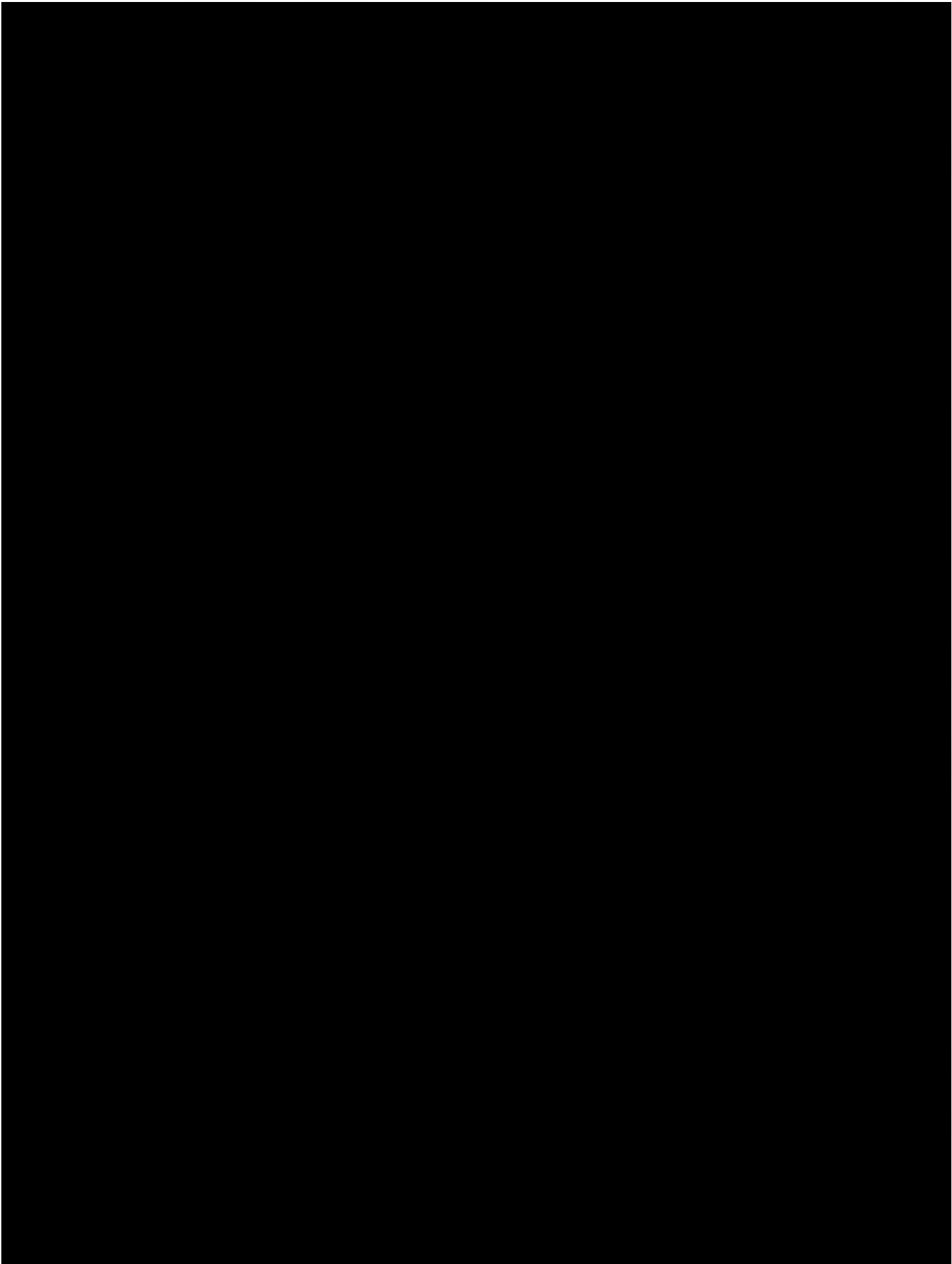


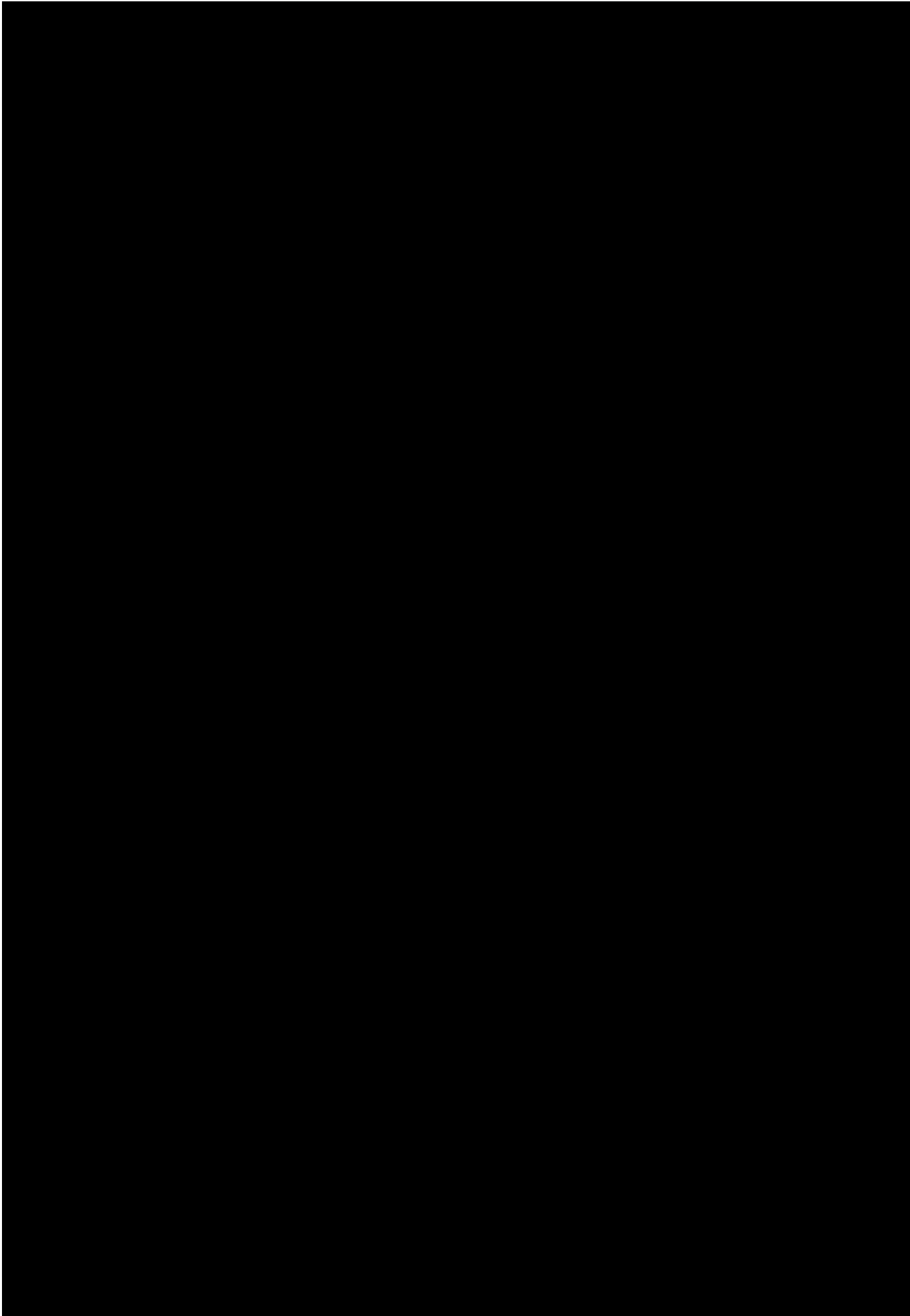


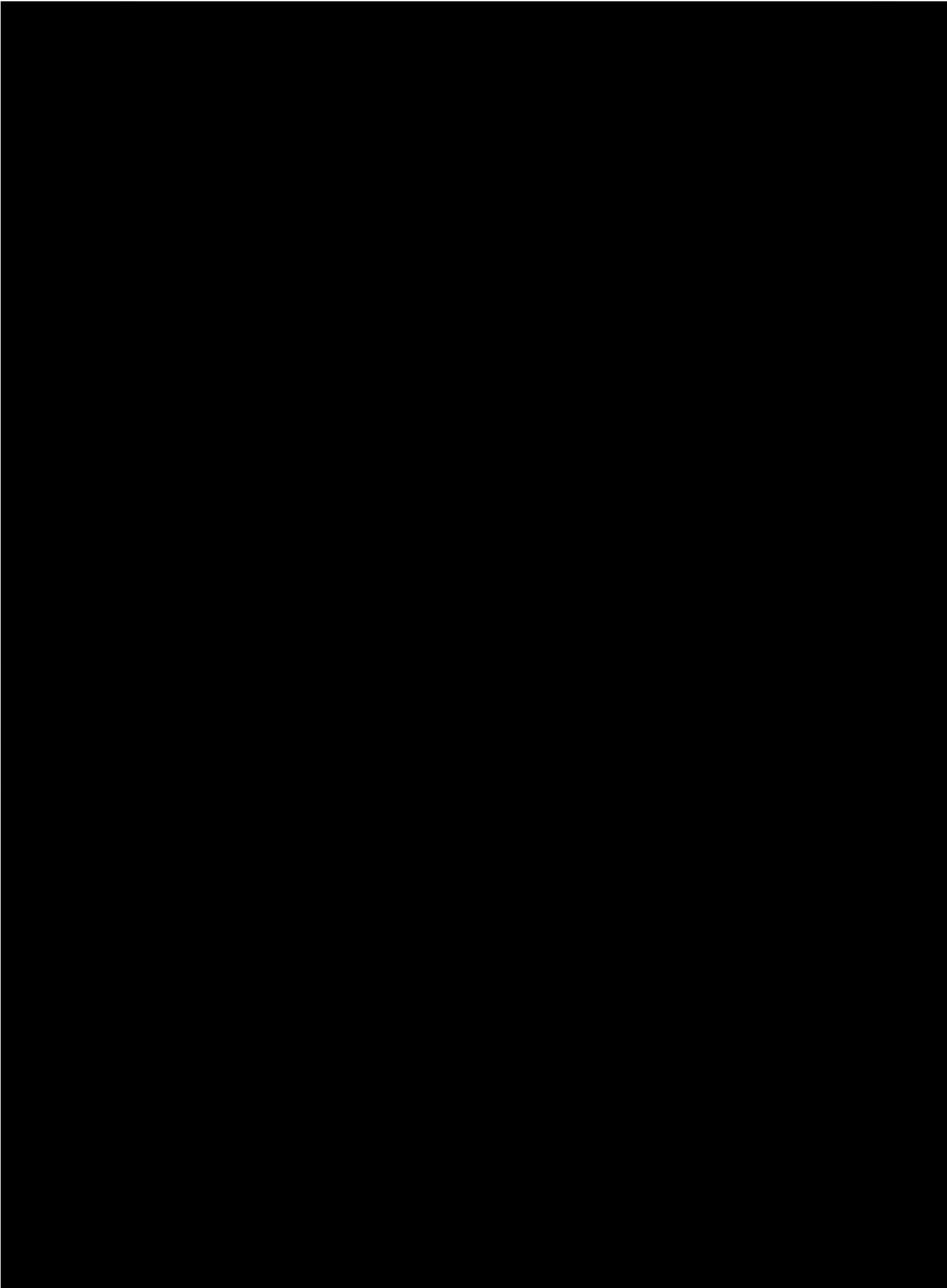


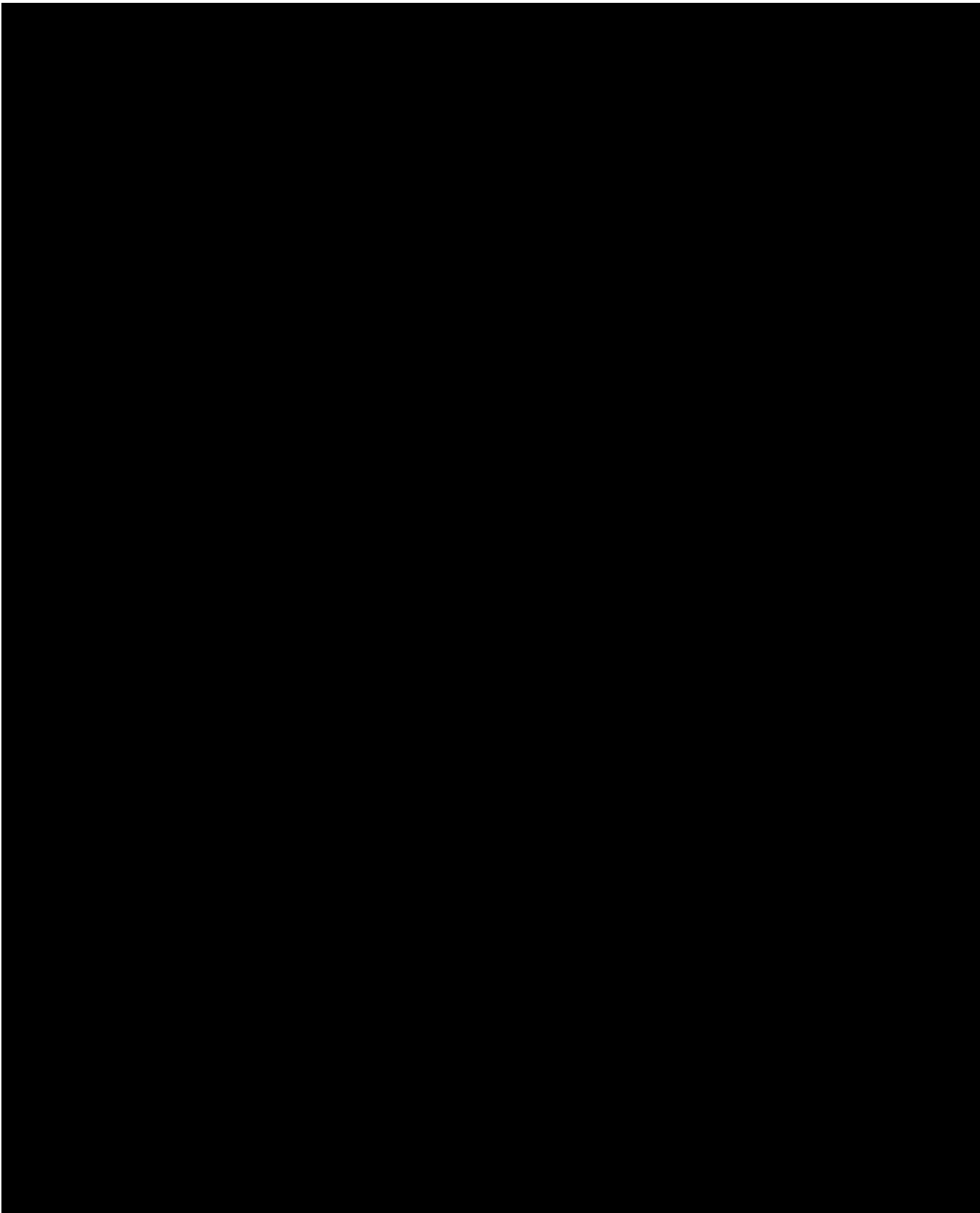


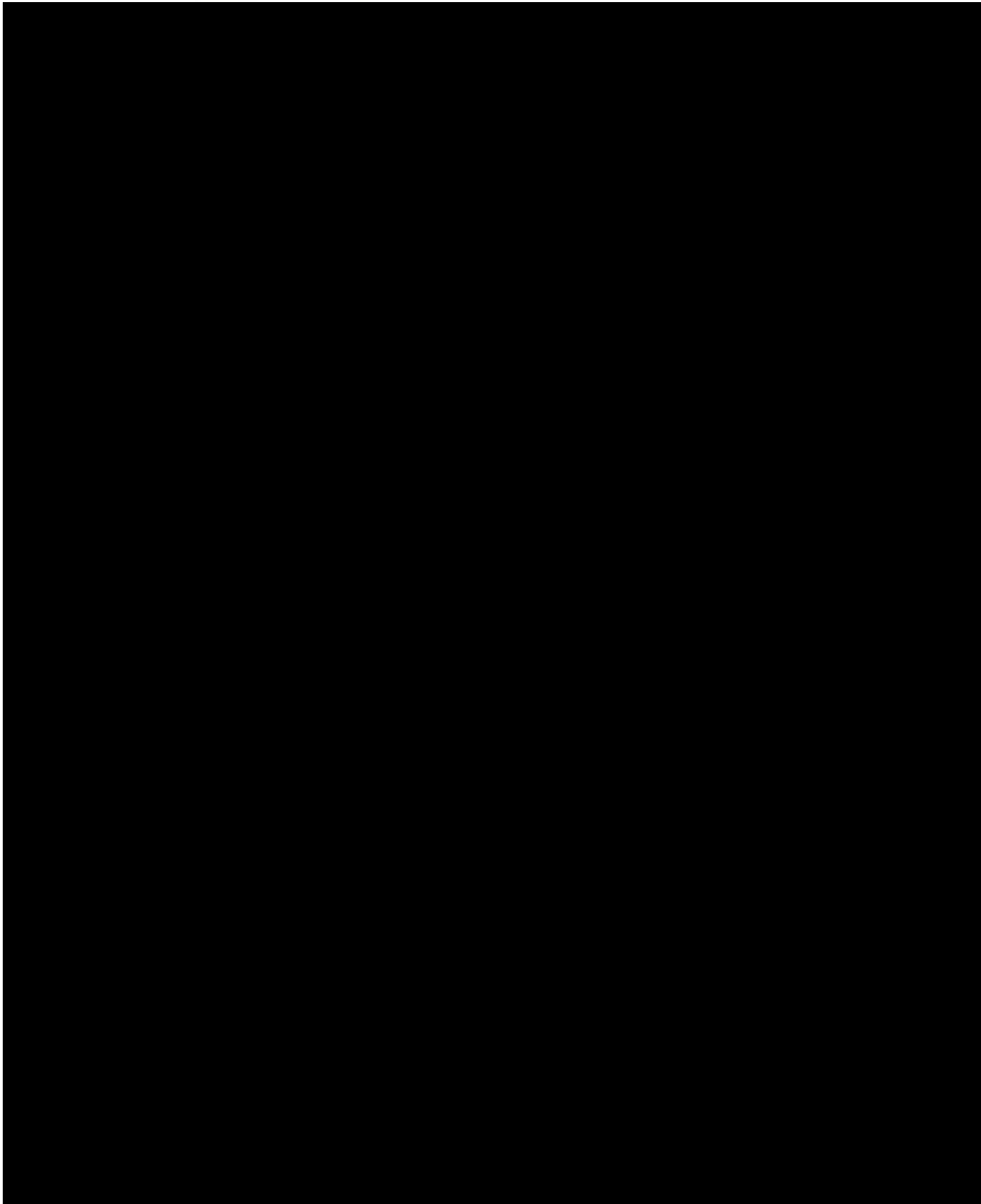


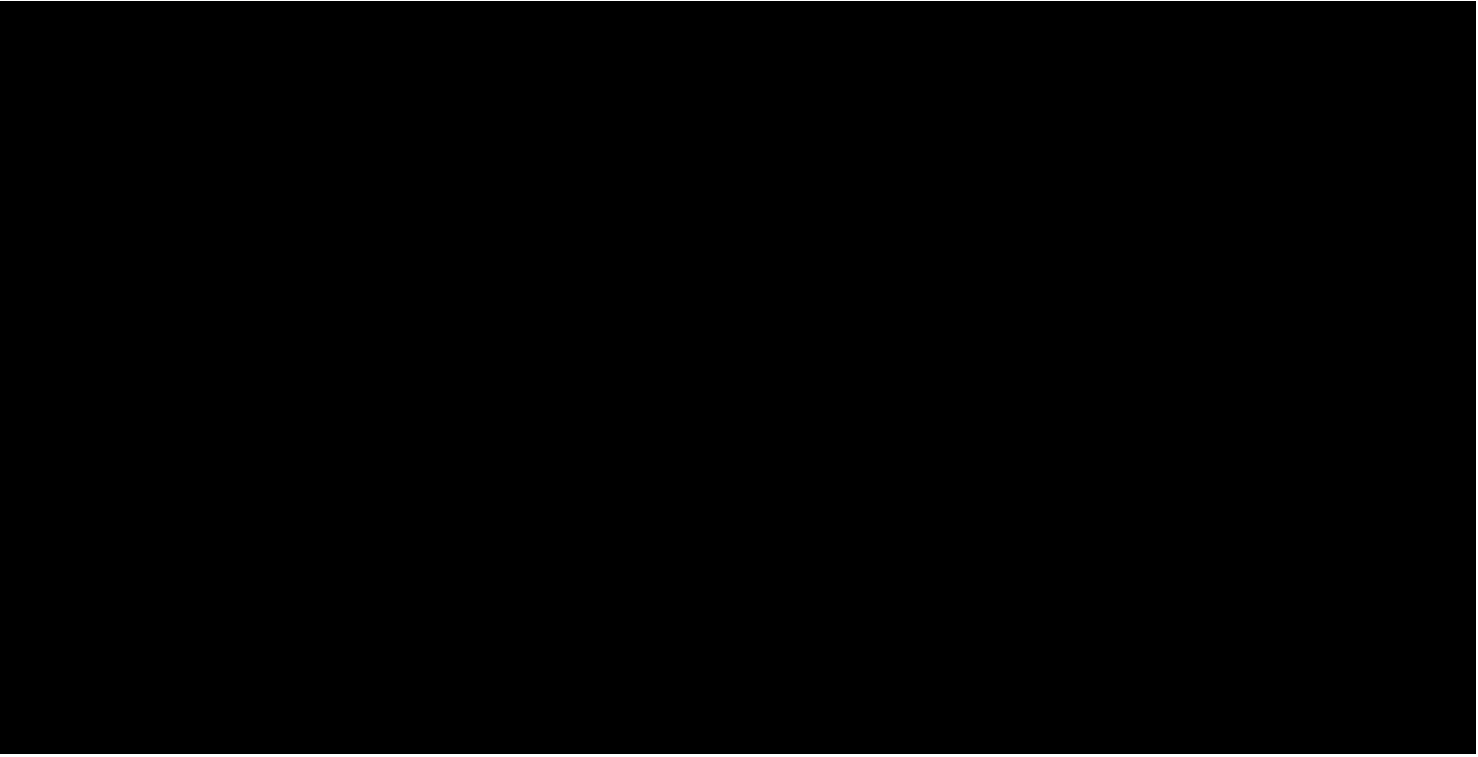












~~Schedule 8~~ Schedule 9 - Schedule of rates for certain Project Work Not used

	Project Work
1	Alternative Option for Accelerated Reliability—Centred Maintenance Implementation the scope and price of which is set out in clauses 17.01 and 25.01 of Appendix 25 to the SPTR.
2	Alternative Option for Independent Scoping Plans the scope and price of which is set out in clauses 17.02 and 25.02 of Appendix 25 to the SPTR.
3	Alternative Option for Site Licence instead of Lease the scope and price of which is set out in clauses 25.03 of Appendix 25 to the SPTR.
4	Alternative Option for Pass-through of Site Costs the scope and price of which is set out in clauses 25.04 of Appendix 25 to the SPTR.
5	Alternative Option for Integrated Supply Chain Service with Depots the scope and price of which is set out in clauses 17.07 and 25.07 of Appendix 25 to the SPTR.
6	Alternative Option for C and K Set Air Conditioning Upgrade the scope and price of which is set out in clauses 17.10 and 25.10 of Appendix 25 to the SPTR.
7	Alternative Option for V Set Air Conditioning Upgrade the scope and price of which is set out in clauses 17.12 and 25.12 of Appendix 25 to the SPTR.
8	Alternative Option for Private Financing and Funding for Capital Projects the scope and price of which is set out in clauses 25.14 of Appendix 25 to the SPTR.
9	Alternative Option for C and K Fleet Regeneration the scope and price of which is set out in clauses 17.16 and 25.16 of Appendix 25 to the SPTR.
10	Alternative Option for V Set Fleet Life Extension the scope and price of which is set out in clauses 17.18 and 25.18 of Appendix 25 to the SPTR.

	Project Work
1	Alternative Option for Accelerated Reliability – Centred Maintenance Implementation the scope and price of which is set out in clause 17.01 of Appendix 25 to the SPTR.
2	Alternative Option for Independent Scoping Plans the scope and price of which is set out in clause 17.02 of Appendix 25 to the SPTR.
3	Alternative Option for Perpetual Inventory Counting the scope and price of which is set out in clause 17.05 of Appendix 25 to the SPTR.
4	Alternative Option for Integrated Supply Chain Service with Depots the scope and price of which is set out in clause 17.07 of Appendix 25 to the SPTR.
5	Alternative Option for LED Saloon Lights the scope and price of which is set out in clause 17.08 of Appendix 25 to the SPTR.
6	Tangara Passenger Doors Reliability Upgrade the scope and price of which is set out in clause 17.09 of Appendix 25 to the SPTR.
7	Alternative Option for C and K Set Air Conditioning Upgrade the scope and price of which is set out in clause 17.10 of Appendix 25 to the SPTR.
8	Alternative Option for V Set Air Conditioning Upgrade the scope and price of which is set out in clause 17.12 of Appendix 25 to the SPTR.
9	Alternative Option for Tangarra Fleet Regeneration the scope and price of which is set out in clause 17.15 of Appendix 25 to the SPTR.
10	Alternative Option for C and K Fleet Regeneration the scope and price of which is set out in clause 17.16 of Appendix 25 to the SPTR.
11	Alternative Option for V Set Fleet Life Extension the scope and price of which is set out in clause 17.18 of Appendix 25 to the SPTR.

Escrow Agreement

**L3C Agreement - Contract No. WS53007 - Provision of Rolling Stock Level 3
Maintenance and Logistics Services**

~~Rail Corporation New South Wales~~ Sydney Trains

ABN ~~38 284 779 68259 325 778 353~~

UGL Unipart Rail Services Pty Ltd

ACN 154 895 940

#[Name of Escrow Agent]#

ABN #[insert ABN/ACN]#

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KEY DETAILS

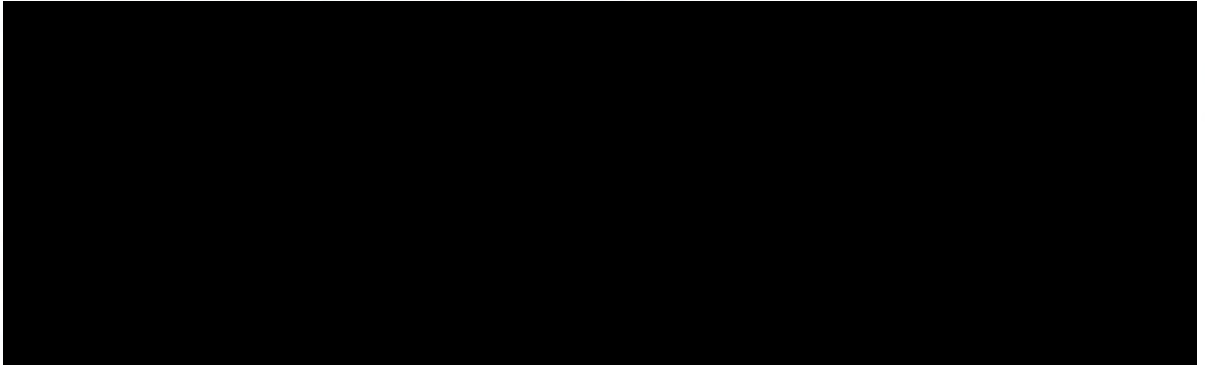
1 Date

2 Parties

~~RailCorp~~ Sydney Trains

Name ~~Rail-Corporation-New South-Wales~~ Sydney Trains

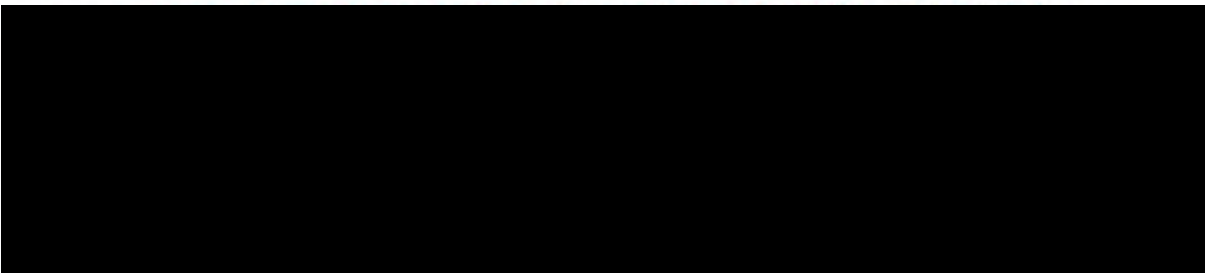
ABN ~~59 325 778 35338~~ 284 779 682



~~Guarantor~~ L3C Contractor

Name UGL Unipart ~~Group of Companies~~ Rail Services Pty Limited

~~Company No. 01994997~~ ACN 154 895 940



Escrow Agent

Name [insert name]

ABN _____ [insert ACN/ABN if applicable]

Address [insert address]

Attention [insert]

Fax [insert]

Email [insert]

BACKGROUND

- A. By agreement made on the day of 20 (**Agreement**), the L3C Contractor has agreed to grant a licence to [RailCorpSydney Trains](#) to use the Licensed Software.
- B. The L3C Contractor and [RailCorpSydney Trains](#) have agreed to appoint an escrow agent and the Escrow Agent has agreed to act as Escrow Agent and to hold the Source Code for the Licensed Software on the following terms and conditions.

TERMS

1. Interpretation

1.1 Definitions

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

Agreement means the agreement pursuant to which the L3C Contractor has granted a licence to [RailCorpSydney Trains](#) to use the Licensed Software.

Authority means any government or government department, local government, council, government or statutory authority, administrative or judicial body or tribunal, agency, minister, statutory corporation or instrumentality or any person (whether autonomous or not) who is charged with the administration of a Law which has a right to give any consent or impose any requirements in respect to the subject matter of the Agreement or this deed including [RailCorpSydney Trains](#) in its capacity as a government agency.

Consequential Loss or Damage means:

- (a) subject to (b), loss of revenue, loss of profit or anticipated profit, loss of use, loss of patronage, loss of sales, loss of turnover, loss of reputation (or damage to it), loss of production, loss of goodwill or any other loss or damage of a similar nature; and
- (b) Consequential Loss and Damage excludes:
- (i) the cost of arranging alternative transportation; and
 - (ii) any costs that [RailCorpSydney Trains](#) incurs in having the L3C Services provided at a location other than the Site or provided by a person other than the L3C Contractor.

Defect means a defect, error or malfunction in that software such that the Licensed Software does not comply with and cannot be used in accordance with the Agreement.

Escrow Fee means the fee set out in Schedule 1.

Key Details means the section of this deed headed Key Details. Law includes:

- (a) legislation of New South Wales or the Commonwealth, including delegated legislation or policy enforceable under such legislation or delegated legislation; and
- (b) certificates, licenses, consents, permits, approvals and other requirements of Authorities,

and fees and charges payable in connection with the foregoing.

Licensed Software means the software specified in Schedule 2 and includes any Update or New Release of that software provided to [RailCorp Sydney Trains](#) under the Agreement and any material related to the Licensed Software such as, but not limited to, flow charts, logic diagrams and listings that the L3C Contractor makes generally commercially available from time to time.

New Release means software which has been produced primarily to extend, alter or improve the Licensed Software by providing additional functionality or performance enhancement (whether or not Defects in the software are also corrected) while still retaining the original designated purpose of the Licensed Software.

Source Code means the Licensed Software expressed in human-readable language which is necessary for the understanding, maintaining, modifying, correction and enhancing of the Licensed Software and that is deposited with the Escrow Agent in accordance with this deed.

Supporting Material means all of the material and data developed and used in and for the purpose of creating the software including (but not limited to) compiled object code, tapes, operating manuals and other items listed in Schedule 3.

Update means software which has been produced primarily to overcome Defects in, or to improve the operation of, the Licensed Software without significantly altering the Agreement whether or not the Licensed Software has also been extended, altered or improved by providing additional functionality or performance enhancement.

1.2 Interpretation

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply:

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) this deed includes a reference to the schedules;
 - (iii) a clause is a reference to a clause in this deed or, if a reference to a clause states that it is a clause in a Schedule to this deed, to a clause in that Schedule of this deed;
 - (iv) a Schedule is a reference to a schedule to this deed;
 - (v) a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (vi) a party to this deed or to any other deed or agreement includes a permitted substitute or a permitted assign of that party;
 - (vii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (viii) dollars or \$ is to an amount in Australian currency, unless stated otherwise.
- (b) A singular word includes the plural, and vice versa.

- (c) A word which suggests one gender includes the other gender.
- (d) If a word is defined, any variant of that word has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing. The words "include" and "including" (and any variants of those words) must be read as if followed by the words "without limitation".
- (f) The words "agreement" and "contract" include an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The words "subsidiary" and "holding company" have the same meanings as in the Corporations Act 2001 (Cth).
- (h) Where the L3C Contractor may exercise its consent, or provide an opinion, under this deed, the L3C Contractor must exercise its consent, or form such opinion, reasonably.
- (i) Notwithstanding any other clause, word or phrase that may indicate a contrary intention, each of the parties intend that this document be, and take effect as, a deed.

1.3 Contra proferentem

This deed is not to be interpreted against the interests of a party merely because that party proposed this deed or some provision in it or because that party relies on a provision of this deed to protect itself.

1.4 Obligation

Where an obligation is imposed on a party under this deed, that obligation will include an obligation to ensure that no act, error or omission on the part of that party's employees, agents or subcontractors or their employees or agents occurs which will prevent the discharge of that party's obligation.

1.5 Schedules

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

2. Duration

This deed is in force until the Source Code and Supporting Material is released in accordance with this deed or this deed is otherwise terminated.

3. Appointment of Escrow Agent

The Escrow Agent is hereby appointed jointly by [RailCorp Sydney Trains](#) and the L3C Contractor and, subject to the terms and conditions of this deed, is granted full power and authority to act on behalf of each Party to this deed.

4. L3C Contractor's obligations

- (a) The L3C Contractor must deliver to, and deposit with, the Escrow Agent one copy of the Source Code and the Supporting Material within 7 days of the date of this deed (or time as otherwise agreed).

- (b) The L3C Contractor must maintain, amend, modify, up-date and enhance the Source Code and Supporting Material at all times and must ensure that the Source Code and Supporting Material deposited with the Escrow Agent is kept fully up-to date and accurately reflects the Licensed Software including all modifications, amendments, Updates and New Releases made to, or in respect of, the Licensed Software.
- (c) The L3C Contractor warrants to [RailCorpSydney Trains](#) that the Source Code and Supporting Material is, to the best of the knowledge of the L3C Contractor, free from any virus or program device which would prevent the Licensed Software from performing its desired function or which would prevent or impede a thorough and effective verification thereof.

5. Escrow Agent's obligations

- (a) The Escrow Agent will accept custody of the Source Code and Supporting Material on the date of delivery in accordance with subclause 4(a) of this deed and, subject to the terms and conditions of this deed, must hold the Source Code and Supporting Material on behalf of [RailCorpSydney Trains](#) and the L3C Contractor.
- (b) The Escrow Agent must take all reasonable necessary steps to ensure the preservation, care, maintenance, safe custody and security of the Source Code and Supporting Material while it is in the possession, custody or control of the Escrow Agent, including storage in a secure receptacle and in an atmosphere which does not harm the Source Code and the Supporting Material.
- (c) The Escrow Agent will bear all risks of loss, theft, destruction of or damage to the Source Code and Supporting Material while it is in the Escrow Agent's possession, custody or control where such loss, theft, destruction or damage is caused by the negligence, default, wilful damage or recklessness of the Escrow Agent or its employees or agents.
- (d) If the Source Code is lost, stolen, destroyed or damaged while it is in the possession, custody or control of the Escrow Agent, the Escrow Agent must, at its own expense, obtain from the L3C Contractor a further copy of the Source Code.
- (e) The Escrow Agent is not obliged to determine the nature, completeness or accuracy of the Source Code and Supporting Material lodged with it.

6. Escrow Fee and expenses

- (a) [RailCorpSydney Trains](#) must pay the Escrow Fee.
- (b) All expenses and disbursements incurred by the Escrow Agent in connection with this deed must be borne wholly and completely by the Escrow Agent.
- (c) All expenses and disbursements incurred by the L3C Contractor in connection with this deed must be borne wholly and completely by the L3C Contractor.

7. Testing and verification

- (a) [RailCorpSydney Trains](#) may, in the presence of and under the supervision of the L3C Contractor, analyse and conduct tests in relation to the Source Code and Supporting Material for verification purposes.
- (b) [RailCorpSydney Trains](#) may engage an independent assessor to undertake analysis and tests of the Source Code and Supporting Material for verification purposes, on its behalf.

- (c) The Escrow Agent must release the Source Code and Supporting Material to the independent party upon presentation of a release form signed by [RailCorpSydney Trains](#) and the L3C Contractor specifying the material to be released and identifying the person to whom that material may be released.
- (d) The Source Code and Supporting Material released pursuant to clause 7(c) must be returned to the Escrow Agent or its employees or agents.

8. Release of the Source Code and Supporting Material

- (a) The Escrow Agent must not release, or allow access to, the Source Code and Supporting Material except in accordance with the provisions of this deed.
- (b) The Escrow Agent must release the Source Code and Supporting Material to [RailCorpSydney Trains](#) upon written notice from [RailCorpSydney Trains](#) that:
 - (i) [RailCorpSydney Trains](#) reasonably requires the Source Code to exercise its rights under the Agreement;
 - (ii) the L3C Contractor has become subject to any form of insolvency administration;
 - (iii) the L3C Contractor has ceased for any reason to maintain or support the Licensed Software;
 - (iv) the Agreement has been terminated by [RailCorpSydney Trains](#) for breach of contract by the L3C Contractor; or
 - (v) if this deed is terminated.
- (c) Where the Agreement has been terminated by the L3C Contractor or where [RailCorpSydney Trains](#) has agreed to the release, the Escrow Agent must, upon written request from [RailCorpSydney Trains](#), release the Source Code and Supporting Material to the L3C Contractor.

9. Termination

- (a) The Escrow Agent may, by giving 3 months prior written notice to [RailCorpSydney Trains](#) and the L3C Contractor, terminate this deed subject to the pro-rata refund of any advance payment of the Escrow Fee.
- (b) [RailCorpSydney Trains](#) and the L3C Contractor may jointly terminate this deed immediately if the Escrow Agent:
 - (i) has become subject to any form of insolvency administration; or
 - (ii) is in breach of any obligation under this deed.
- (c) If this deed is terminated in accordance with this clause while the document remains in force, [RailCorpSydney Trains](#) and the L3C Contractor will enter into a new escrow agreement on the same terms and conditions as are set out in this deed, with an alternative escrow agent who is acceptable to both [RailCorpSydney Trains](#) and the L3C Contractor.
- (d) [RailCorpSydney Trains](#) and the L3C Contractor may, upon giving 30 days prior written notice to the Escrow Agent, jointly terminate this deed, however no refund of advance payment of the Escrow Fee will be payable.

10. Liability

- (a) [RailCorpSydney Trains](#) is not liable to the L3C Contractor or the Escrow Agent for Consequential Loss or Damage.
- (b) The L3C Contractor is not liable to the Escrow Agent for Consequential Loss or Damage.
- (c) The Escrow Agent is not liable to the L3C Contractor or [RailCorpSydney Trains](#) for Consequential Loss or Damage.

11. Confidentiality

- (a) The Escrow Agent must not, except as permitted by this deed, make public or disclose to any person any information about this deed, the Source Code or Supporting Material.
- (b) The Escrow Agent must not reproduce, or cause to have reproduced, a copy of the Source Code, the Supporting Material or any part thereof.
- (c) The obligations under this clause 11 will survive the termination of this deed.

12. Compliance with Laws

The Escrow Agent must comply with its obligations under this deed in accordance with all Laws.

13. Resolution of Disputes

Any party under this deed may notify in writing a dispute in respect of a matter arising under this deed. The Parties must within 7 days of such notice consult to agree a method for resolving the dispute by way of:

- (a) negotiation;
- (b) alternative dispute resolution procedures; or
- (c) arbitration,

and must commence procedures for dispute resolution within a reasonable time of agreeing a method.

14. Applicable Law

This deed will be governed by and construed in accordance with the laws from time to time in force in New South Wales.

15. Variation and Waiver

- (a) This deed will not be varied either in Law or in equity except by agreement in writing signed by the Escrow Agent, [RailCorpSydney Trains](#) and the L3C Contractor.
- (b) A waiver by one party of a breach of a provision of this deed by another party will not constitute a waiver in respect of any other breach or of any subsequent breach of this deed. The failure of a party to enforce a provision of this deed will not be interpreted to mean that party no longer regards that provision as binding.

16. Assignment

- (a) The L3C Contractor and the Escrow Agent, or either of these, must not assign, in whole or in part, their respective benefits under this deed without the written consent of [RailCorpSydney Trains](#) and such consent must not be unreasonably withheld.
- (b) [RailCorpSydney Trains](#) may assign, novate or otherwise transfer any of its rights or obligations under this deed to an Authority without the L3C Contractor's, and/or the Escrow Agent's, consent. [RailCorpSydney Trains](#) may only assign, novate or otherwise transfer its rights or obligations under this deed to [aan](#) entity which is not an Authority with the prior written consent of the L3C Contractor. Despite any other term of this deed, [RailCorpSydney Trains](#) may disclose to any potential holder of the right or obligation any information relating to this deed or any party to it.

17. Severability

Each provision of this deed, and each part of it must, unless the context otherwise necessarily requires it, be read and construed as a separate and severable part, so that if any provision, or part of a provision is void or otherwise unenforceable for any reason, then that provision, or part must be severed and the remainder must be read and construed as if the severable part had never existed.

18. Notices

18.1 How to give a notice

A notice, consent or other communication under this deed is only effective if it is:

- (a) in writing, signed by or on behalf of the party giving it by any director, secretary, attorney or authorised agent, of that party;
- ~~(a)(b)~~ addressed to the party to whom it is to be given; and
- ~~(b)(c)~~ either:
- (i) subject always to clause 18.1(d), delivered or posted by prepaid express post to that party's address as set out in this deed or such other address as may be notified in writing by a party to the other~~sent by registered mail (by registered airmail, if the addressee is overseas) to that party's address; or~~
- ~~(i)~~ ~~sent by facsimile to that party's facsimile number; or~~
- (ii) if the notice does not relate to a dispute, or a claim, in connection with this deed, sent by email to that party's email address as set out in this deed, as a scanned attachment in Adobe PDF format or such other email address as may be notified in writing by a party to the other~~party as a scanned attachment in Adobe PDF format.~~
- ~~(b)(d)~~ Any notice, consent or other communication under this deed delivered or sent by prepaid express post will only be effective if it is also sent by email as per clause 18.1(c)(ii)~~registered mail will only be effective if it is also sent by facsimile as per clause 18.1(c)(ii).~~

18.2 When a notice is given

- (a) A notice, consent or other communication that complies with this clause is regarded as given and received by the addressee:
- (iii) in the case of prepaid express post sent to an address within Australia – on the second Business Day after the date of posting;
 - (iv) in the case of prepaid express post sent to an address in another country – on the fourth Business Day after the date of posting;
 - (v) in the case of delivery by hand on the delivery at the address of the addressee as provided in this deed;
 - (vi) in the case of email at the local time (in the place of receipt of that email) that would be determined if section 13A of the Electronic Transactions Act 2000 (NSW) were to apply in respect of the email if it is delivered or sent by email.

provided that if the communication would be taken to be received on a day which is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.

- (b) The Key Provider must ensure that any documents it provides, including by electronic means, are in the file structure and format for such documents as may be reasonably specified by Sydney Trains from time to time. Sydney Trains requires such documents which are submitted by email to be submitted as an attachment to an email, where the attachment is in .pdf, or where appropriate Excel, Primavera (.xer or .xml) or Microsoft Project (.mpp) format

- ~~(a) if it is sent by mail:~~

~~(i) within Australia – 3 Business Days after posting; or~~

~~(ii) to or from a place outside Australia – 7 Business Days after posting;~~

~~(b) if it is sent by facsimile, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent; and~~

~~(c) if it is delivered or sent by email:~~

~~(i) by 5.00 pm (local time in the place of receipt) on a Business Day on that day; or~~

~~(ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day.~~

18.3 Address for notices

Each party's address and email contact details are as set out below, as the party notifies the other Party or, in the case of the L3C Contractor or the Escrow Agent, its registered office (as the case may be).

~~RailCorp~~ Sydney Trains



L3C Contractor



Escrow Agent

Address: [Details to be inserted]

Facsimile: [Details to be inserted]

Email: [Details to be inserted]

Attention: [Details to be inserted]

EXECUTION

Executed as a deed

EXECUTED for and on behalf of **RAIL CORPORATION NEW SOUTH WALES** Sydney Trains by its authorised officer in the presence of

Signature of Witness

Name of Witness (print)

Signature of Authorised Officer

Name of Authorised Officer (print)

EXECUTED by **UGL Unipart Rail Services Pty Ltd:**

Signature of director

Name

Signature of director/secretary

Name

EXECUTED by **#[Escrow Agent to be inserted]:**

Signature of director

Name

Signature of director/secretary

Name

Schedule 1: Details of Escrow fees

Details of Escrow fees:

Deposit Fee:	
--------------	--

Storage Fee:	
--------------	--

Retrieval Fee:	
----------------	--

Release Fee:	
--------------	--

Collection Fee:	
-----------------	--

Schedule 2: Details of licensed software to be held in Escrow

Details of licensed software to be held in Escrow:

Source Code:	
Flow Charts:	
Diagrams:	
Listings	

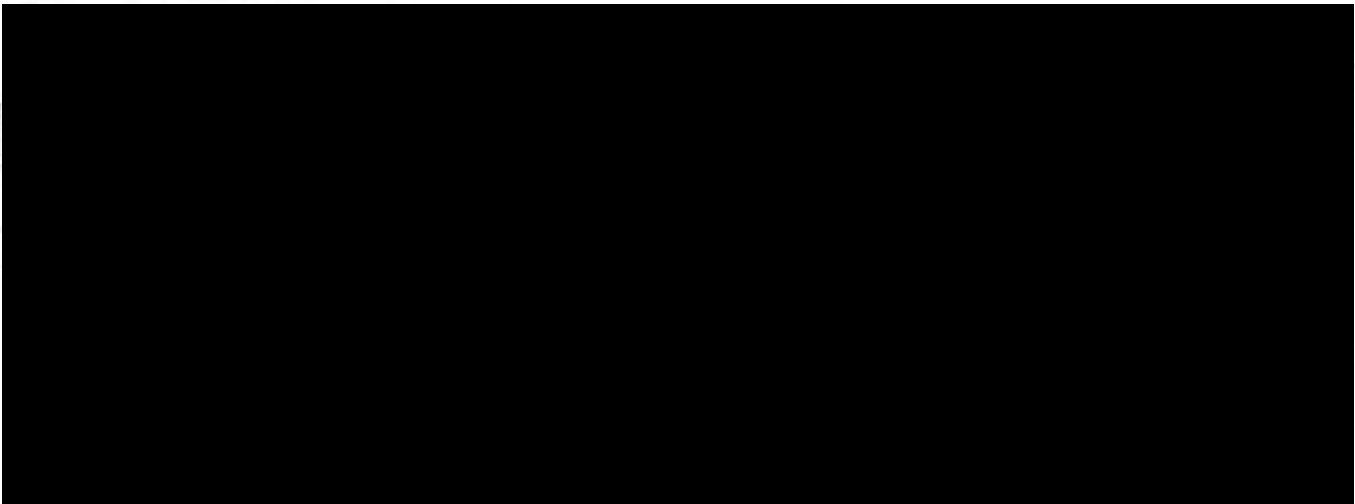
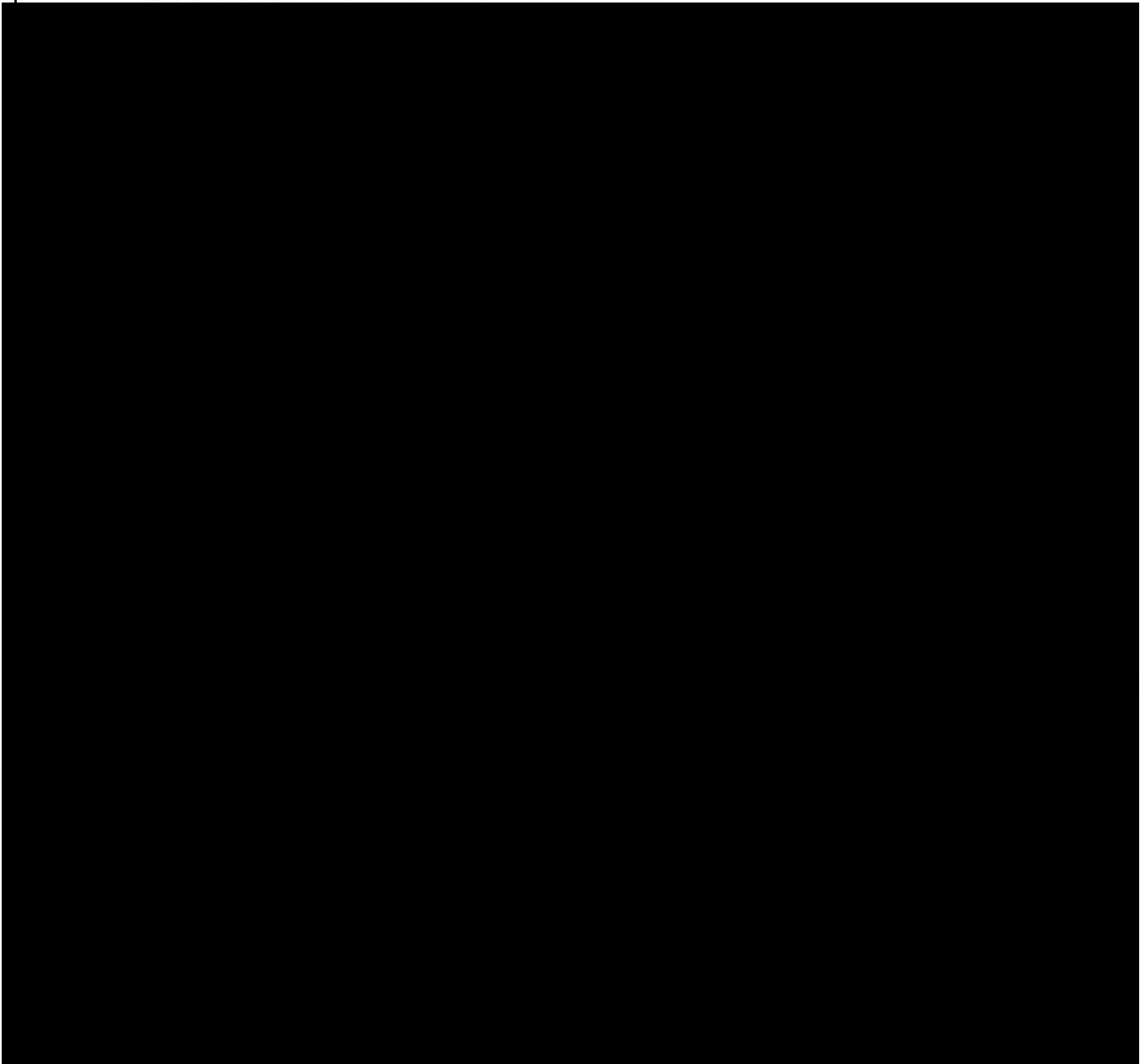
Schedule 3: Supporting materials

Supporting materials

[Insert details of support material relevant to the Licensed Software, for example:

- technical documentation sufficient to allow a competent computer programmer to understand and maintain the version of the software to which the documentation relates.
- relevant maintenance tools and compilers and assemblers (if standard tools, description thereof will suffice) and third party software utilities.
- description of code generation.
- description of third party software required for support and availability thereof.
- identification of key personnel involved with the development of the software.
- operational manuals, listings, flow charts etc.
- details of machine/processor/system configuration.]

~~Schedule 10~~ Schedule 11 - Insurances



1.6 Motor vehicle insurance

The L3C Contractor must effect or cause to be effected compulsory third party motor vehicle insurance for all registered plant or vehicles.

1.7 Workers' compensation insurance

The L3C Contractor must effect, and ensure that each of its Subcontractors effects, insurance which insures any injury, damage, expense, loss or liability suffered or incurred by any person engaged in the carrying out of the L3C Contractor's obligations under this L3C Agreement (or their dependants):

- (a) giving rise to a claim under any statute relating to workers' or accident compensation;
- (b) in every State or Territory where the L3C Contractor's obligations under this L3C Agreement will be carried out as well as each State or Territory where the L3C Contractor's employees normally reside or where their contract of employment was made; and
- (c) where possible under the relevant State or Territory Law or scheme governing workers compensation insurance, to extend to indemnify ~~RailCorp~~Sydney Trains as principal for ~~RailCorp~~Sydney Trains's liability to persons engaged by the L3C Contractor.

1.8 Periods of insurance

- (a) The L3C Contractor must ensure that the insurance referred to in clauses 1.2, 1.4 and 1.5 of this Schedule 11 is in force on the L3C Services Commencement Date and is maintained until expiry or the earlier termination of this L3C Agreement.
- (b) The L3C Contractor must ensure that the insurance referred to in clause 1.1 of this Schedule 11 is in force on the Transition In Commencement Date and is maintained until the expiration of 7 years from expiry or the earlier termination of this L3C Agreement.
- (c) The L3C Contractor must ensure that the insurance referred to in clauses 1.3, 1.6 and 1.7 of this Schedule 11 is in force on the Transition In Commencement Date and is maintained until expiry or the earlier termination of this L3C Agreement.

1.9 Adjustments to levels of cover

~~In any notice provided by RailCorp under clause 3.2 of RailCorp~~From the Extension Date, Sydney Trains may request the L3C Contractor to increase the level of cover provided under a policy of insurance required under clauses 1.1, 1.2, 1.3 or 1.4 of this Schedule 11 to D in the formula:

$$D = A \times \frac{B}{C}$$

Where:

A = the level of cover required immediately before RailCorpSydney Trains makes an adjustment under this clause 1.9 of Schedule 11;

B = the Current CPI; and

C = the Previous CPI.

Within 20 Business Days of receiving a request from RailCorpSydney Trains under this clause 1.9 of this Schedule 11, the L3C Contractor must effect the additional level of cover and maintain that policy in accordance with this L3C Agreement.

1.10 Evidence of policies

(a) The L3C Contractor must, in respect of each insurance referred to in this Schedule 11 give the RailCorp RepresentativeSydney Trains Representative:

(i) evidence on, or before, the Execution Date and the Extension Date, in the form requested by RailCorpSydney Trains, which conclusively demonstrates that:

A. for each policy of insurance required under this Schedule 11 other than those required under clauses 1.1, 1.3, 1.6 and 1.7 of this Schedule 11:

- 1) the L3C Contractor has secured unconditional offers from an insurer, or insurers for each policy; and
- 2) those policies of insurance will commence on, or before, the L3C Services Commencement Date.

B. a copy of the policy, and acceptable proof of currency, for the policy of insurance required under clauses ~~4.1~~, 1.3, 1.6 and 1.7 of this Schedule 11.

B.C. an acceptable proof of currency for the policy of insurance required under clause 1.1 of this Schedule 11.

(ii) either:

A. if RailCorpSydney Trains is not required to be named as an insured party under the insurance policy, acceptable proof of currency and coverage of the insurances (which will not include the policy wordings);

B. if RailCorpSydney Trains is required to be named as an insured party under the insurance policy, a copy of the relevant policy and acceptable proof of currency,

on or before the L3C Services Commencement Date, ~~at the times required by clause 3.2(b)(ii)B~~ and on each anniversary of the L3C Services Commencement Date; and

- (iii) on request, other evidence of the insurances which the **RailCorp Representative Sydney Trains Representative** reasonably requires.
- (b) If the L3C Contractor does not comply with clause 1.10(a) of this Schedule 11, **RailCorp Sydney Trains** may, but is not obliged to, effect the relevant insurances and may:
 - (i) recover the cost of doing so as a debt due and payable by the L3C Contractor on demand; or
 - (ii) deduct the premiums payable for them from amounts payable to the L3C Contractor.

1.11 Premiums

The L3C Contractor must punctually pay all premiums in respect of all insurances referred to in this Schedule 11.

1.12 Undertaking to inform

The L3C Contractor must inform **RailCorp Sydney Trains** immediately:

- (a) when it becomes aware of any actual, threatened or likely claims under any of the insurances referred to in this Schedule 11 which could materially reduce the available limit of indemnity or involve **RailCorp Sydney Trains** except where those claims relate to claims by **RailCorp Sydney Trains** against the L3C Contractor for breach of professional duty; or
- (b) it gives or receives a notice of cancellation or intention not to renew in respect of any of the insurances referred to in this Schedule 11.

1.13 Insurance Requirements Generally

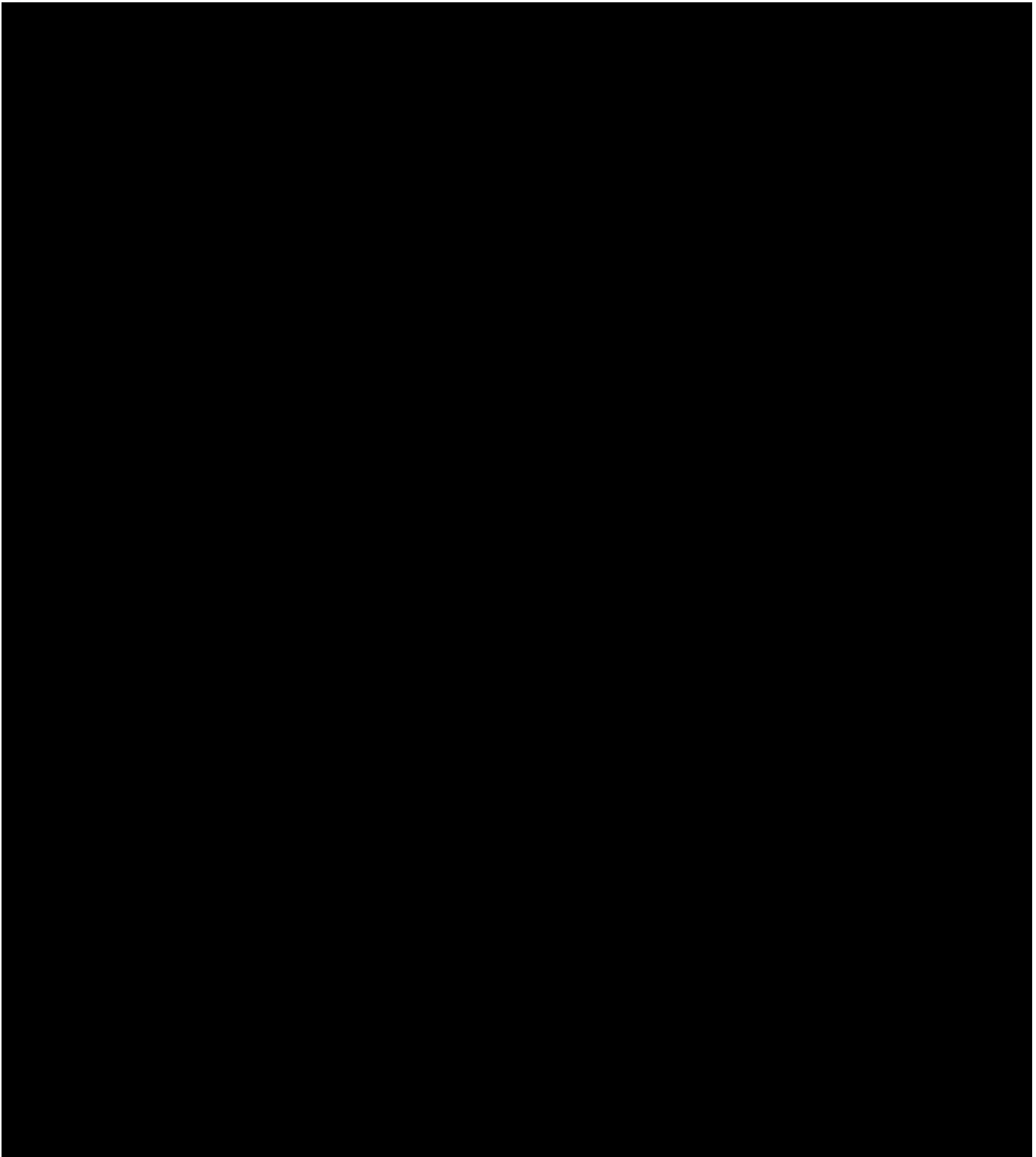
- (a) All insurances effected by the L3C Contractor in compliance with this Schedule 11:
 - (i) must be taken out with Reputable Insurers or with insurers approved by the **RailCorp Representative Sydney Trains Representative** in writing (such approval not to be unreasonably withheld);
 - (ii) must be on the terms required under this Schedule 11 or as otherwise approved by the **RailCorp Representative Sydney Trains Representative** in writing (such approval not to be unreasonably withheld); and
 - (iii) (but excluding professional indemnity insurance) must not contain any exclusion, endorsement or alteration unless it is first approved in writing by the **RailCorp Sydney Trains Representative** (such approval not to be unreasonably withheld); and
 - (iv) which name more than one insured must include a waiver and cross liability clause in which the insurer agrees:
 - A. to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured;
 - B. that the term "insured" applies to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result); and

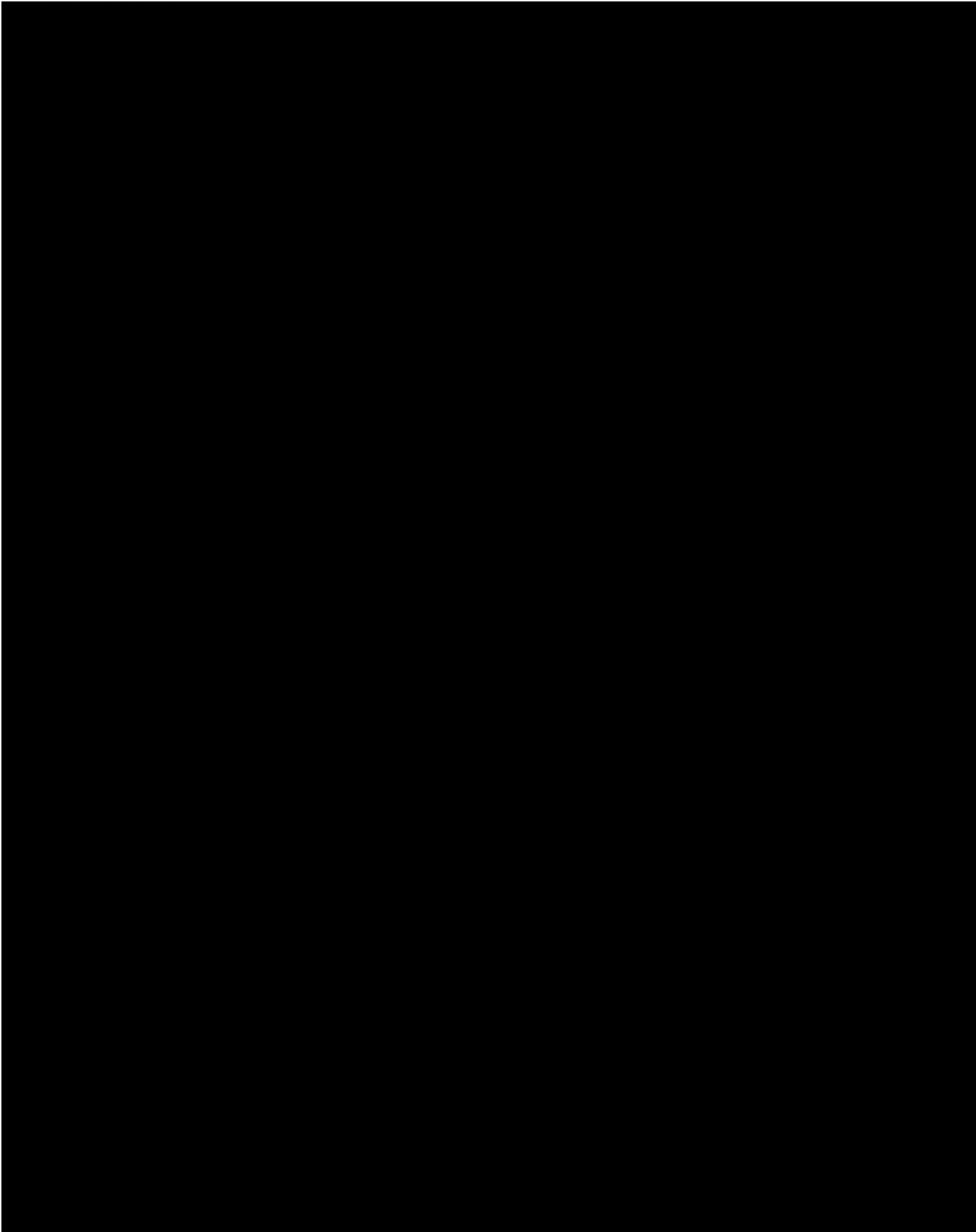
- C. that any non-disclosure, breach of any duty or act or omission by one insured does not prejudice the right of any other insured to claim under any insurance contemplated by this Schedule 11.
- (b) The L3C Contractor must:
- (i) not knowingly do or permit, or omit to do, anything which prejudices any insurance contemplated by this Schedule 11;
 - (ii) rectify anything which might prejudice any insurance contemplated by this Schedule 11;
 - (iii) reinstate any insurance contemplated by this Schedule 11 if it lapses;
 - (iv) give full and true particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under any insurance contemplated by this Schedule 11; and
- (c) comply at all times with the terms of the insurance contemplated by this Schedule 11.

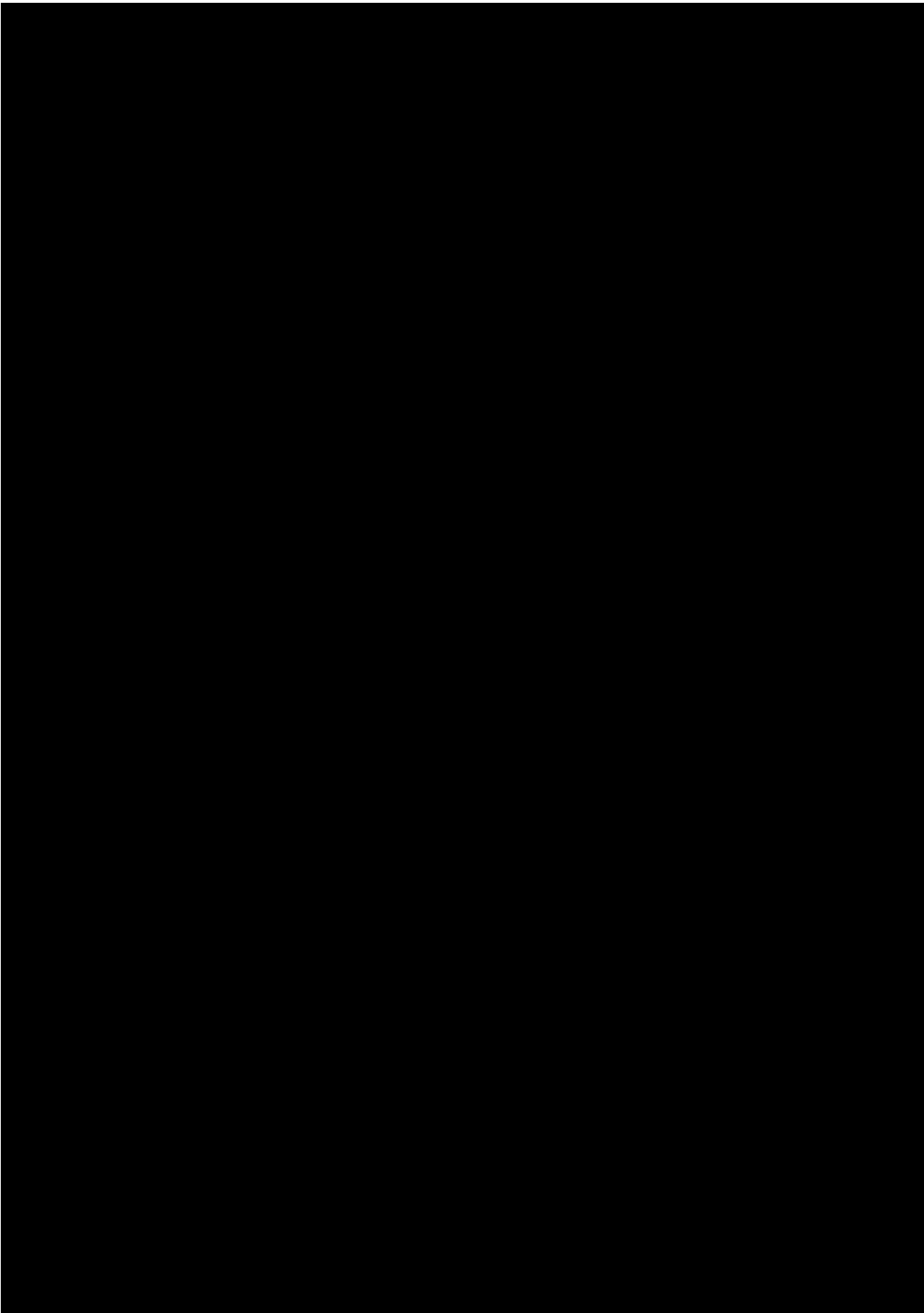
1.14 Increase in premiums

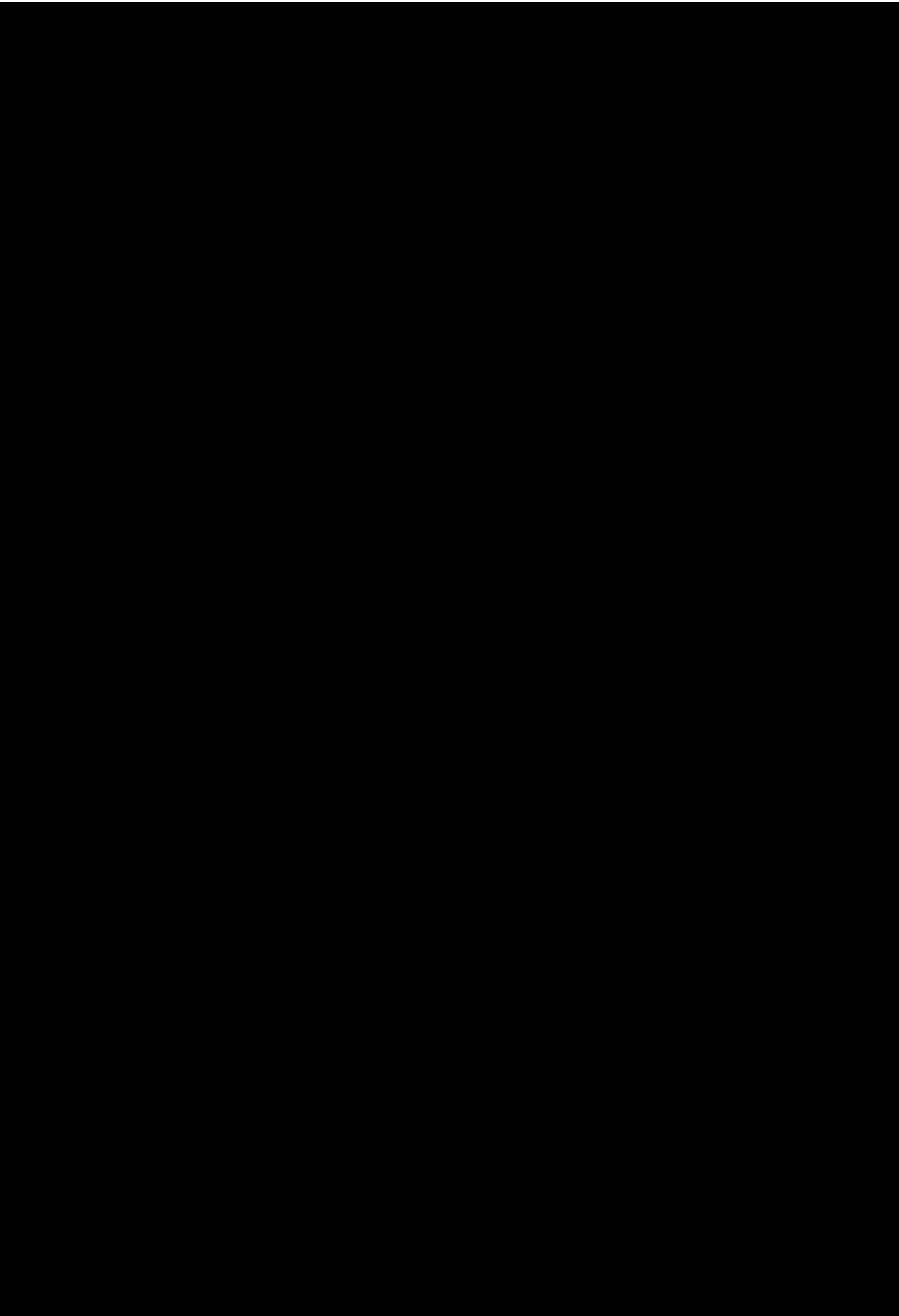
Despite any other provision in this L3C Agreement, the L3C Contractor is not entitled to make, and ~~RailCorp~~[Sydney Trains](#) will not be liable upon, any Claim (including any claim in connection with the L3C Services Fee) arising from, or in connection with, any increase in the amount charged for a policy of insurance required by this L3C Agreement which is caused, or materially contributed to, by an act or omission of the L3C Contractor or the L3C Contractor's Associates.

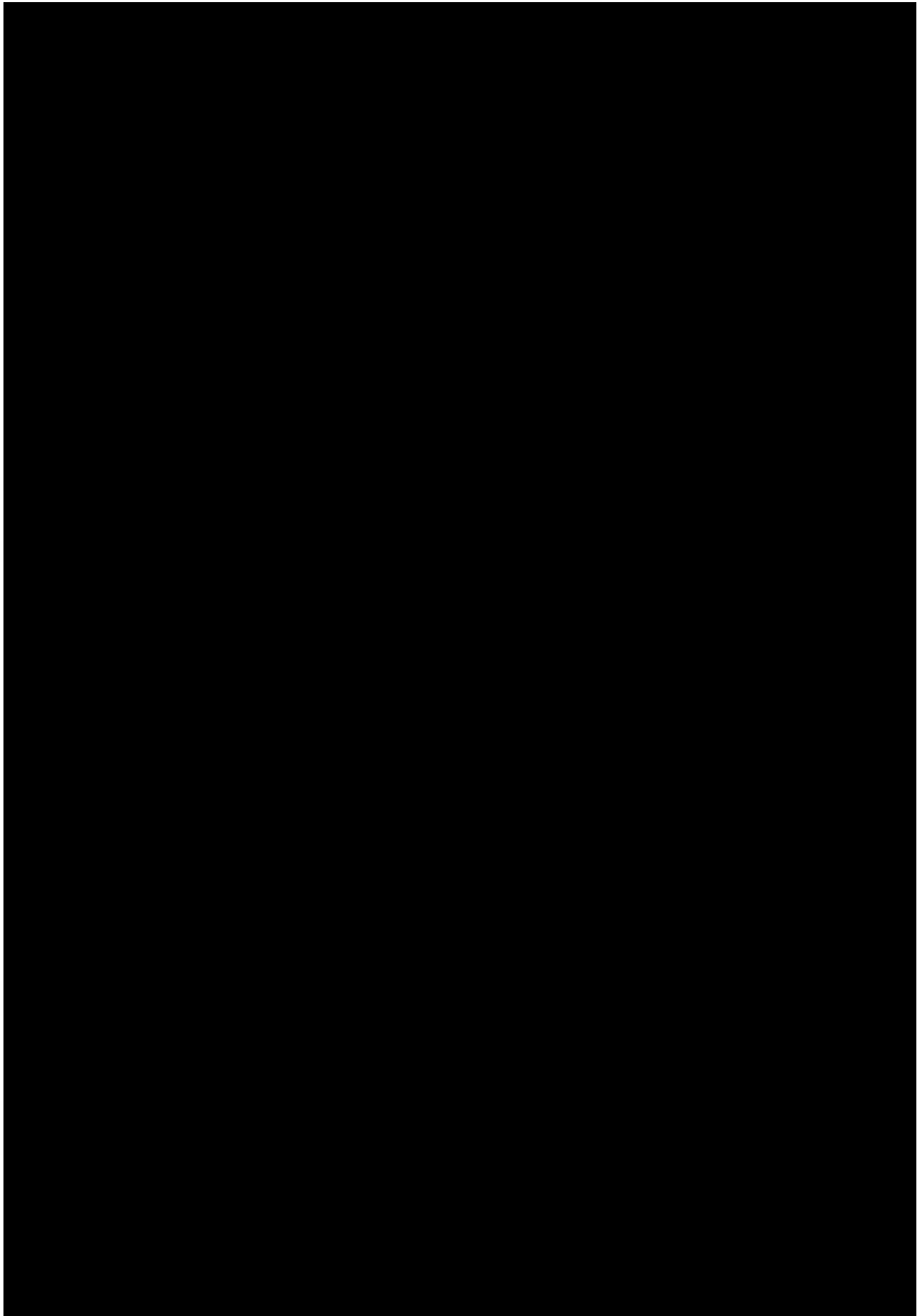
~~Schedule 11~~ Schedule 12 - Safety Interface Agreement

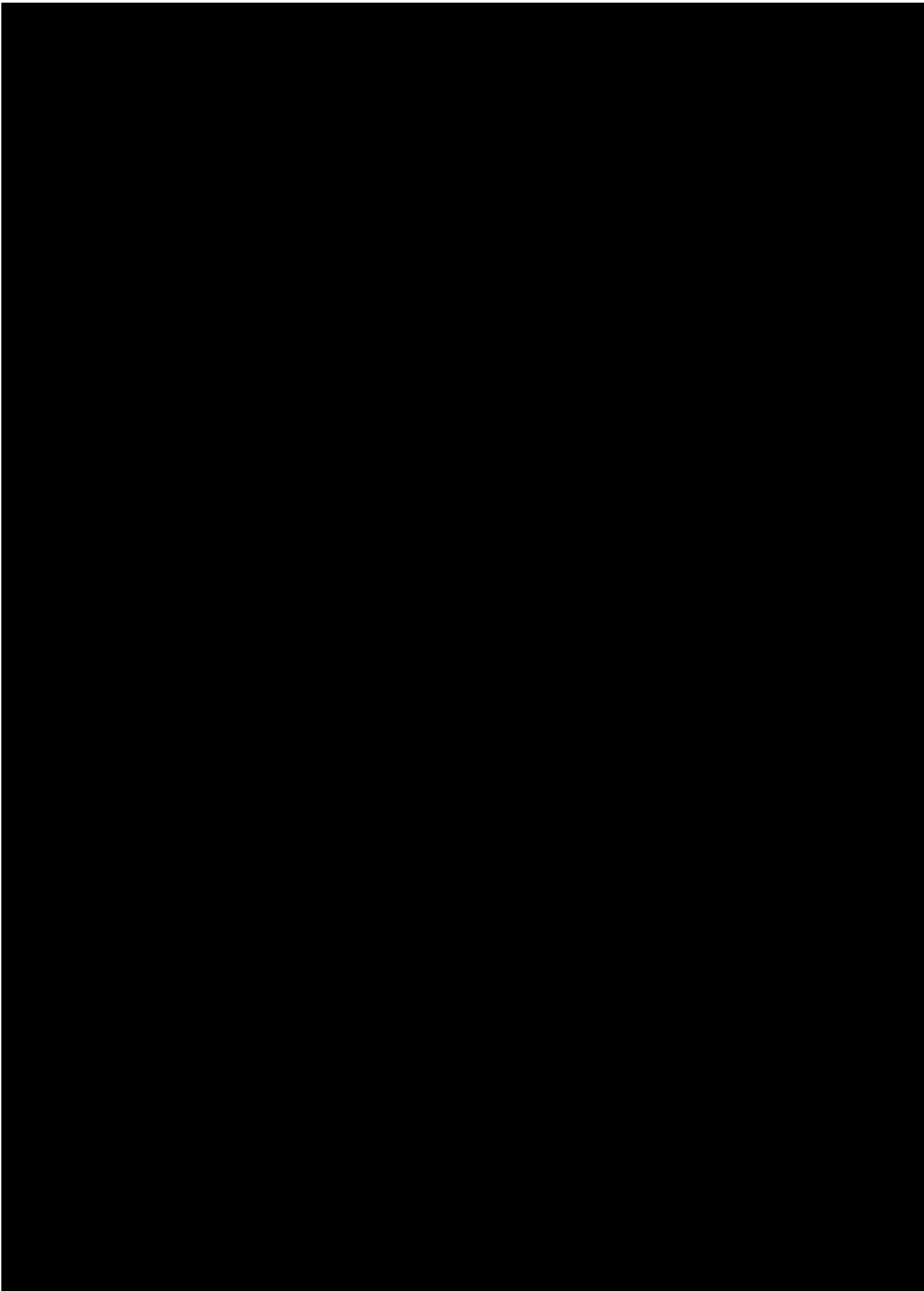


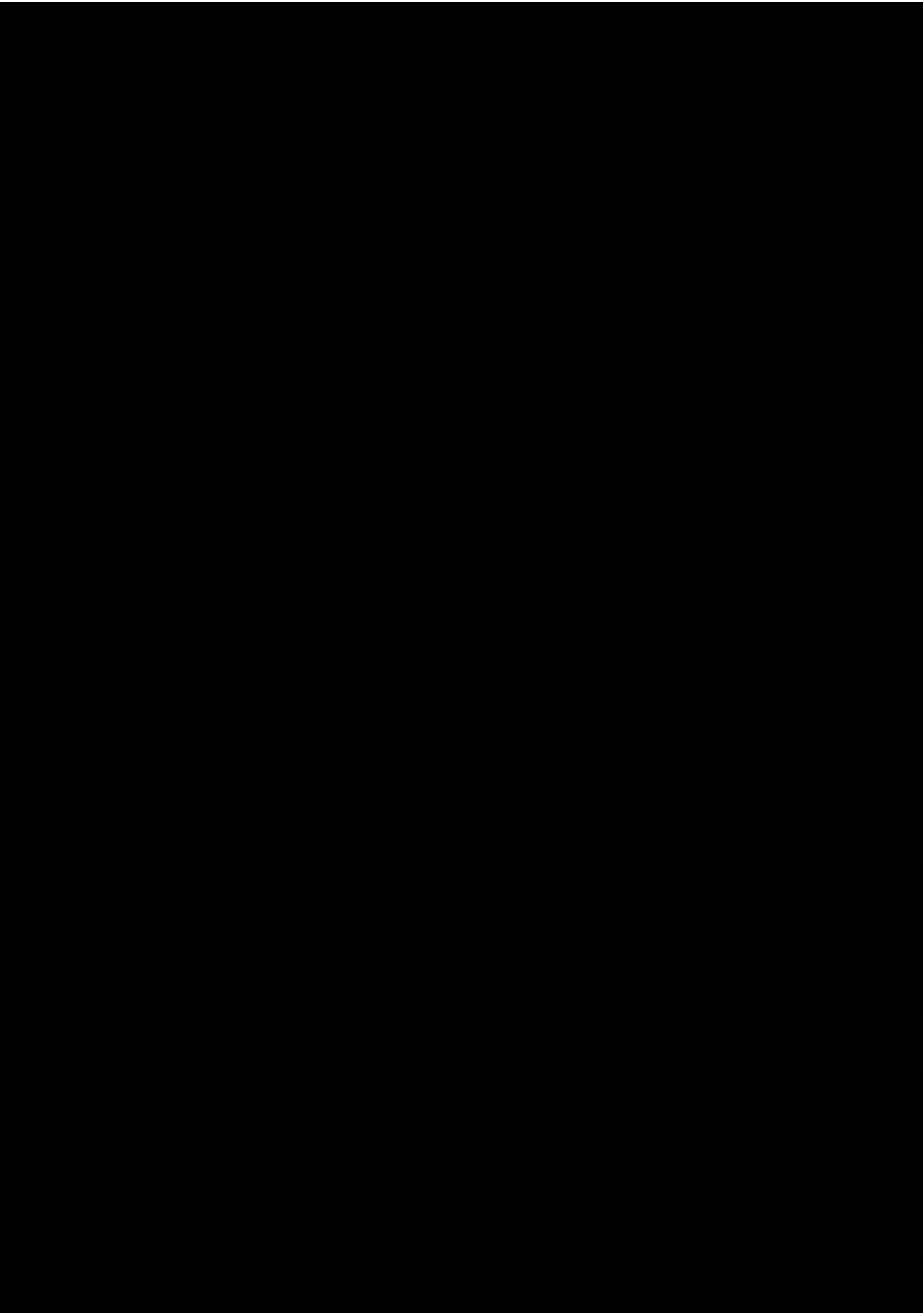


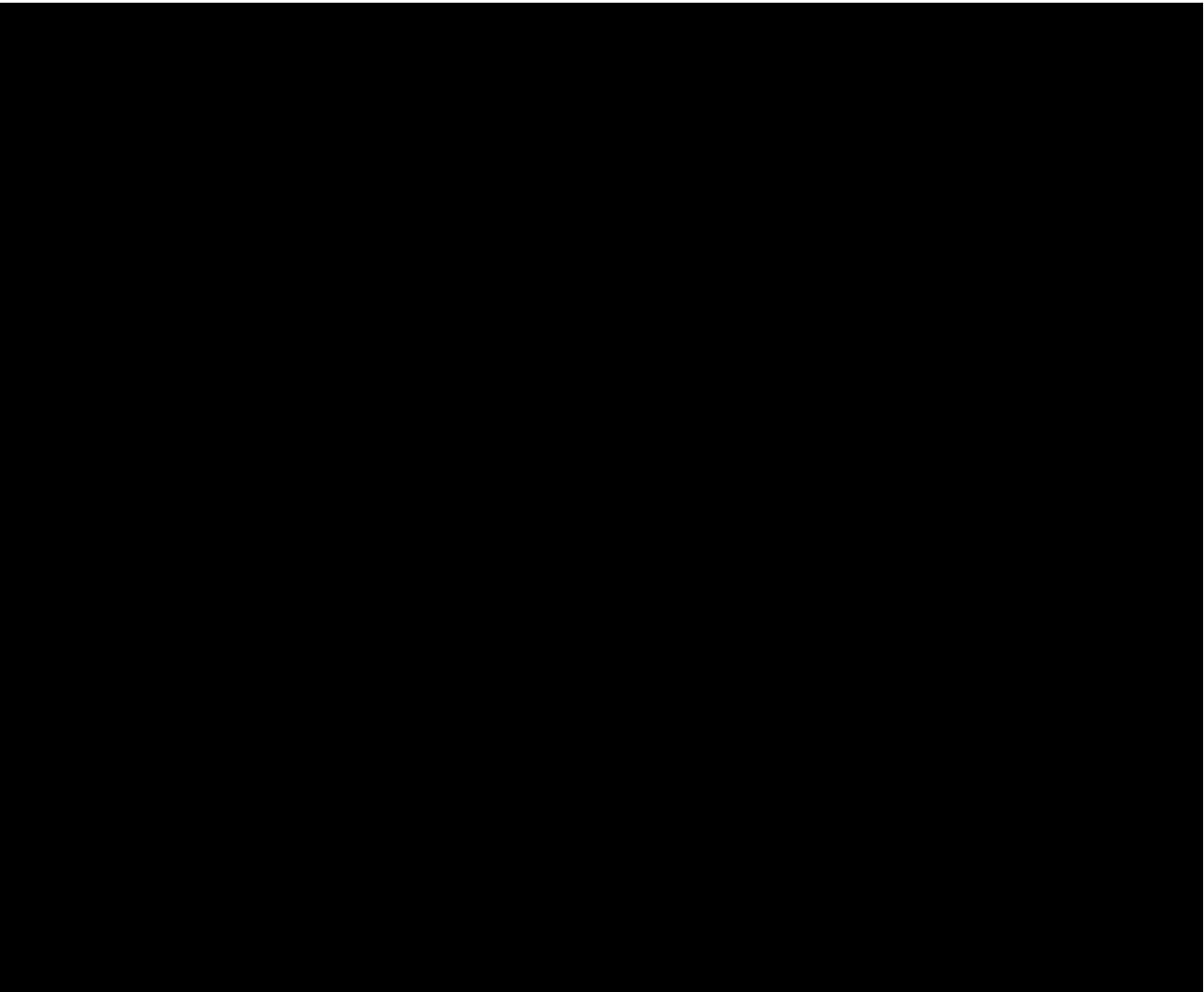


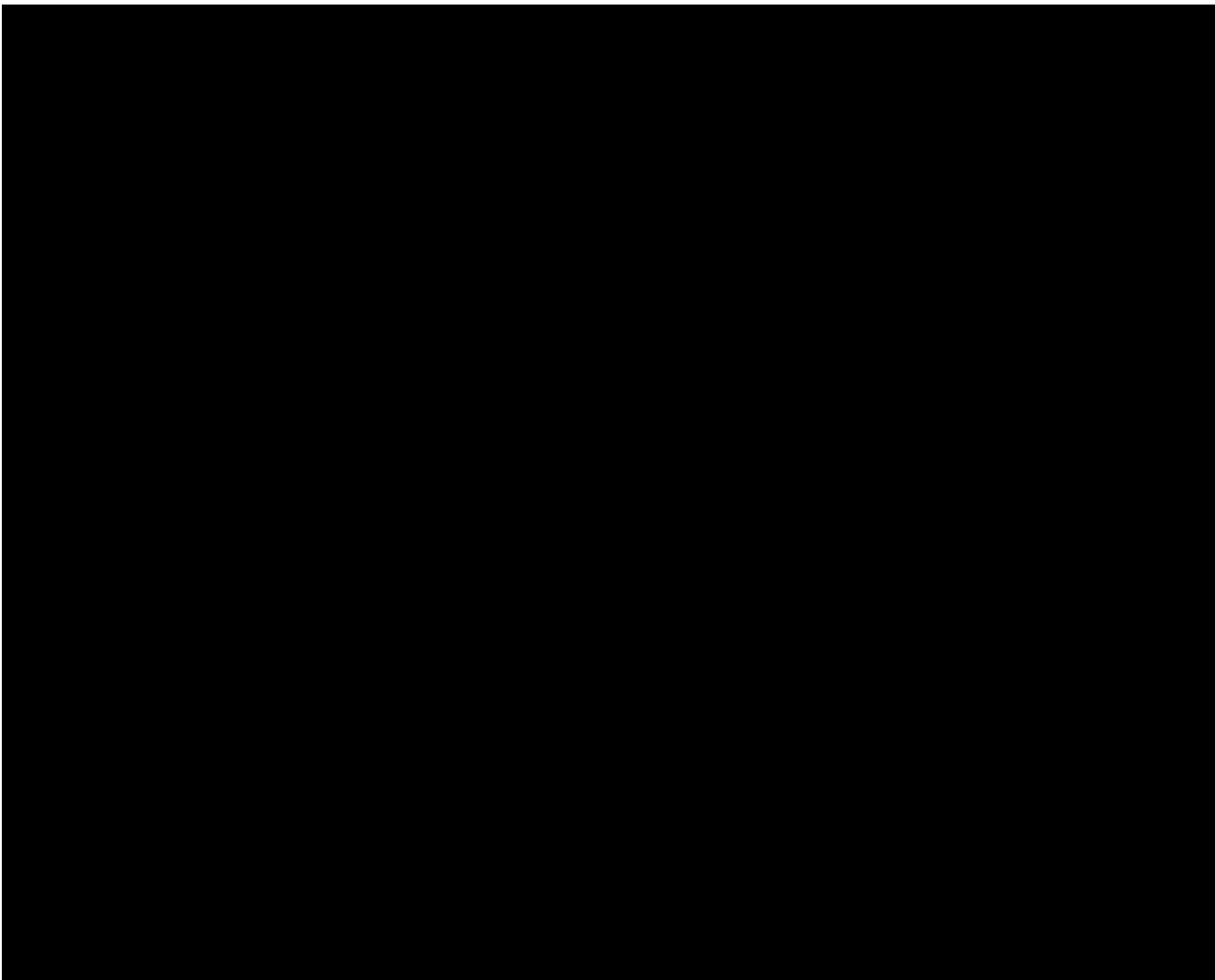


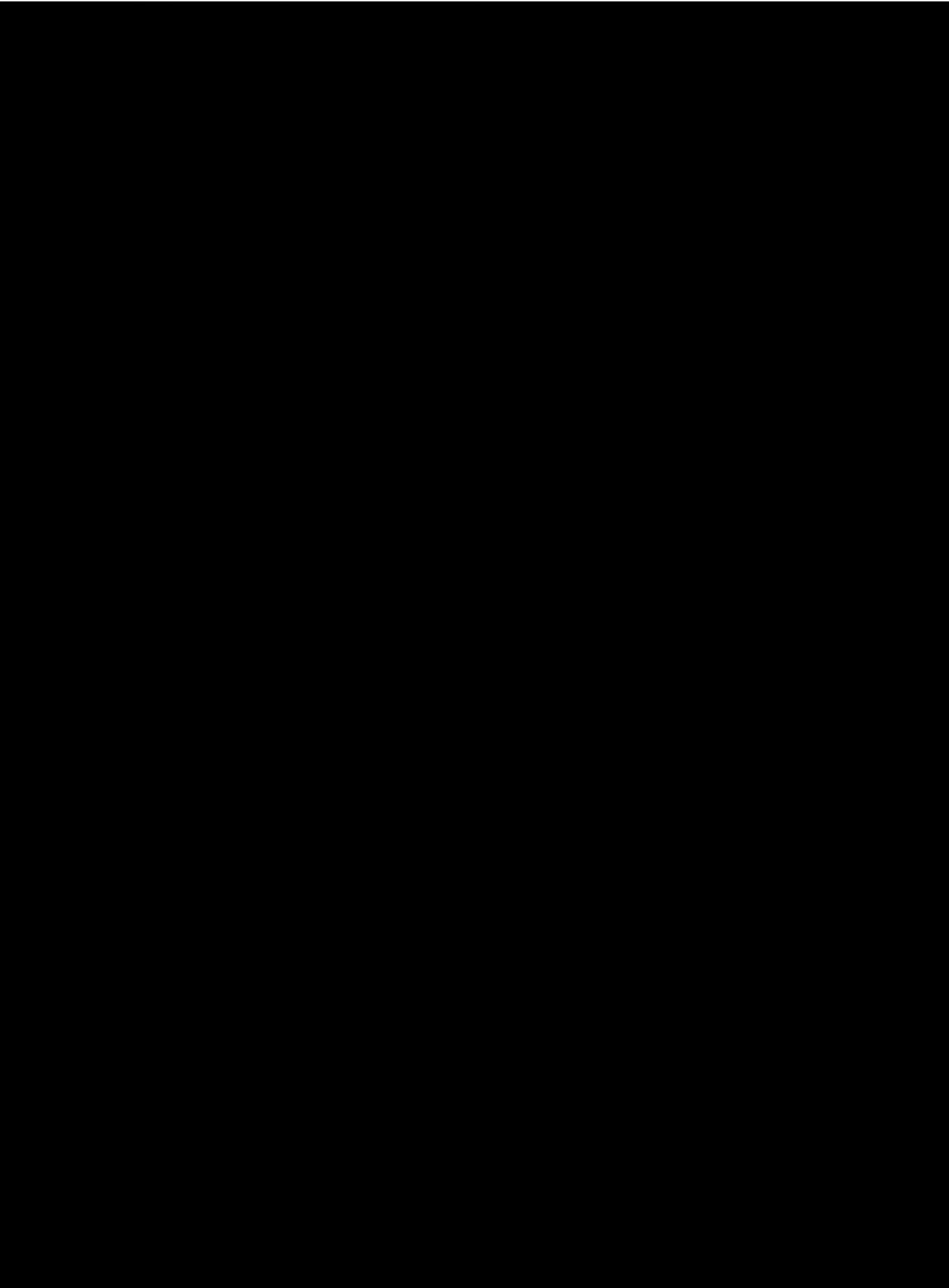


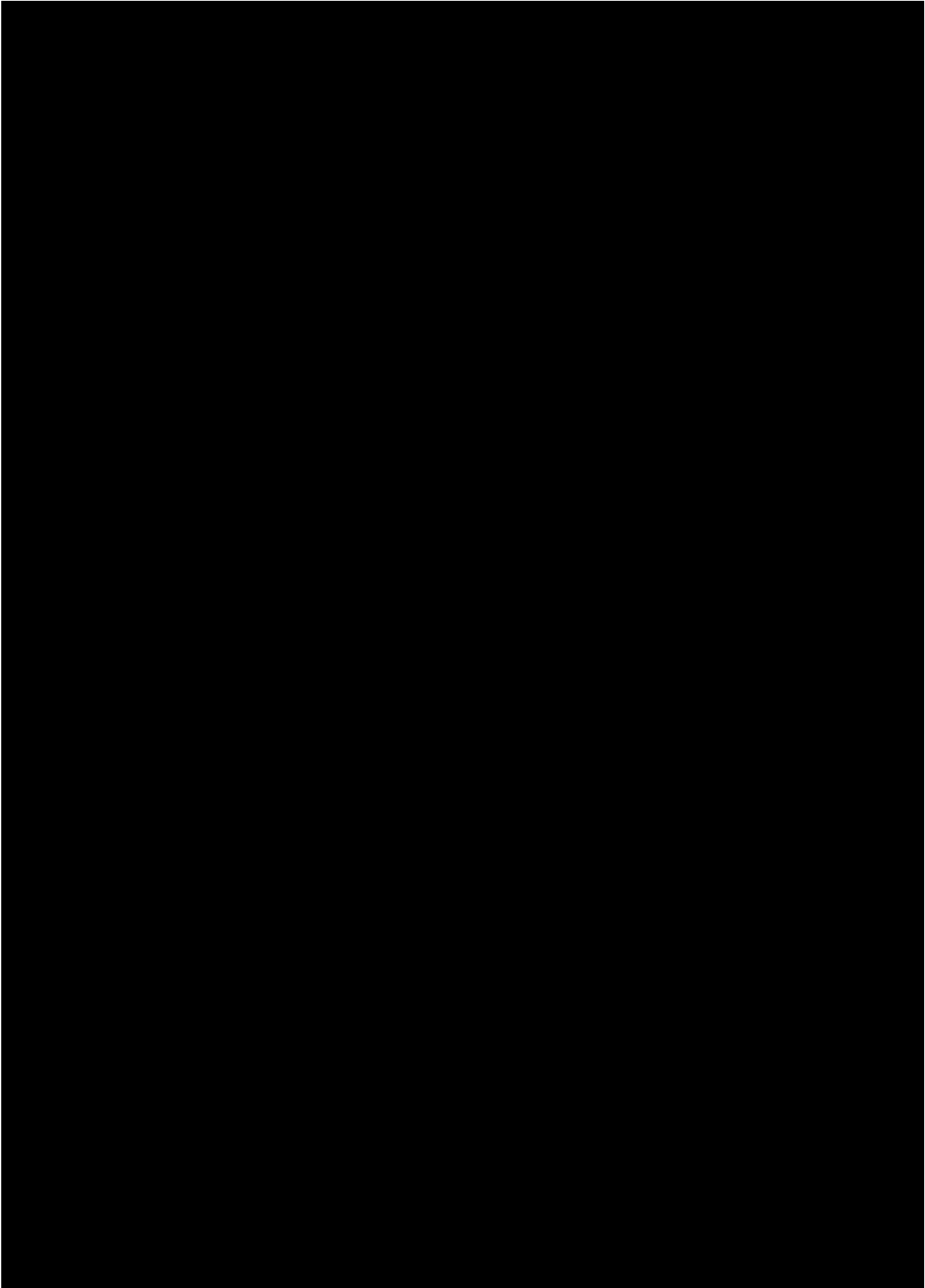


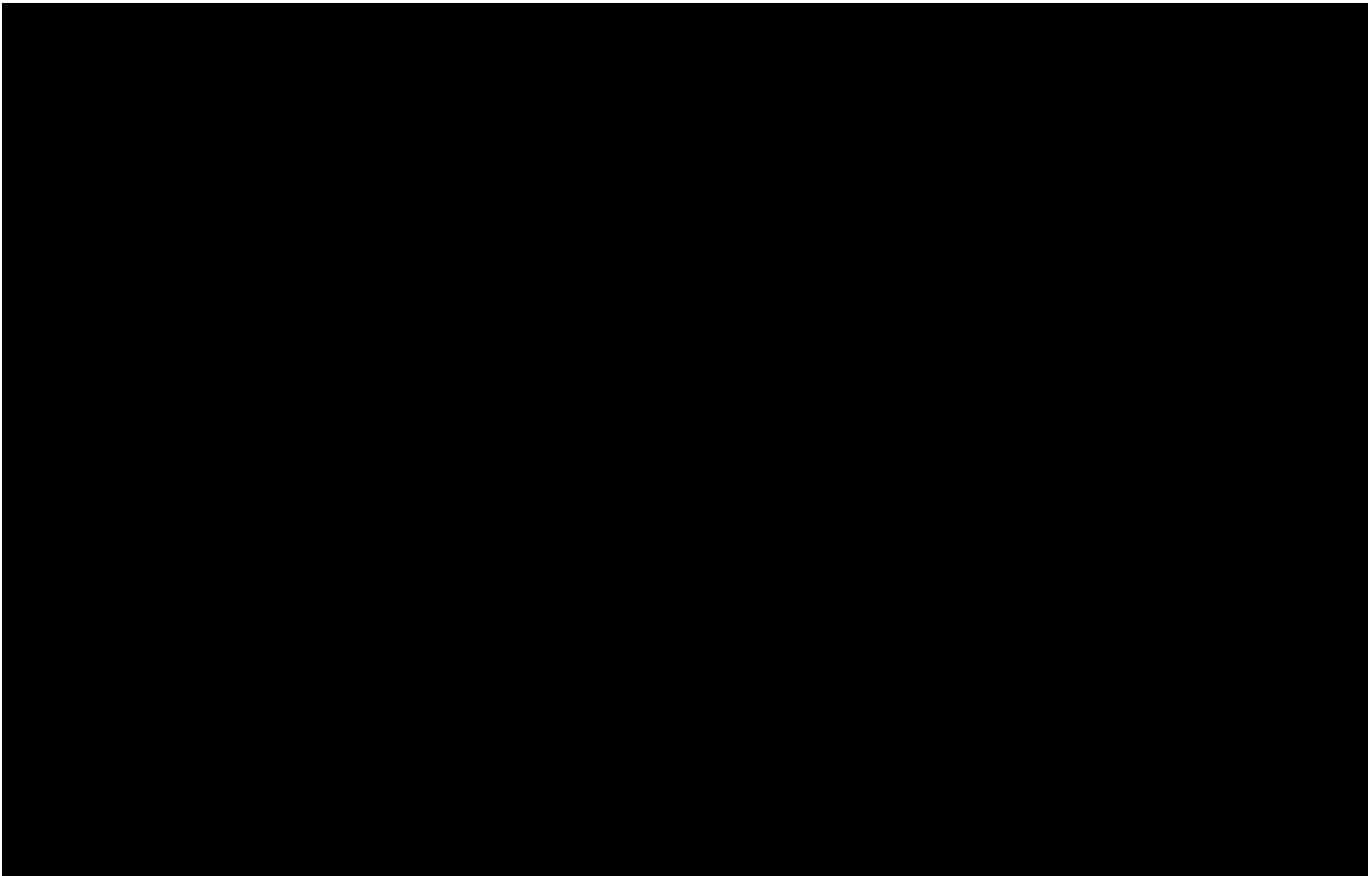


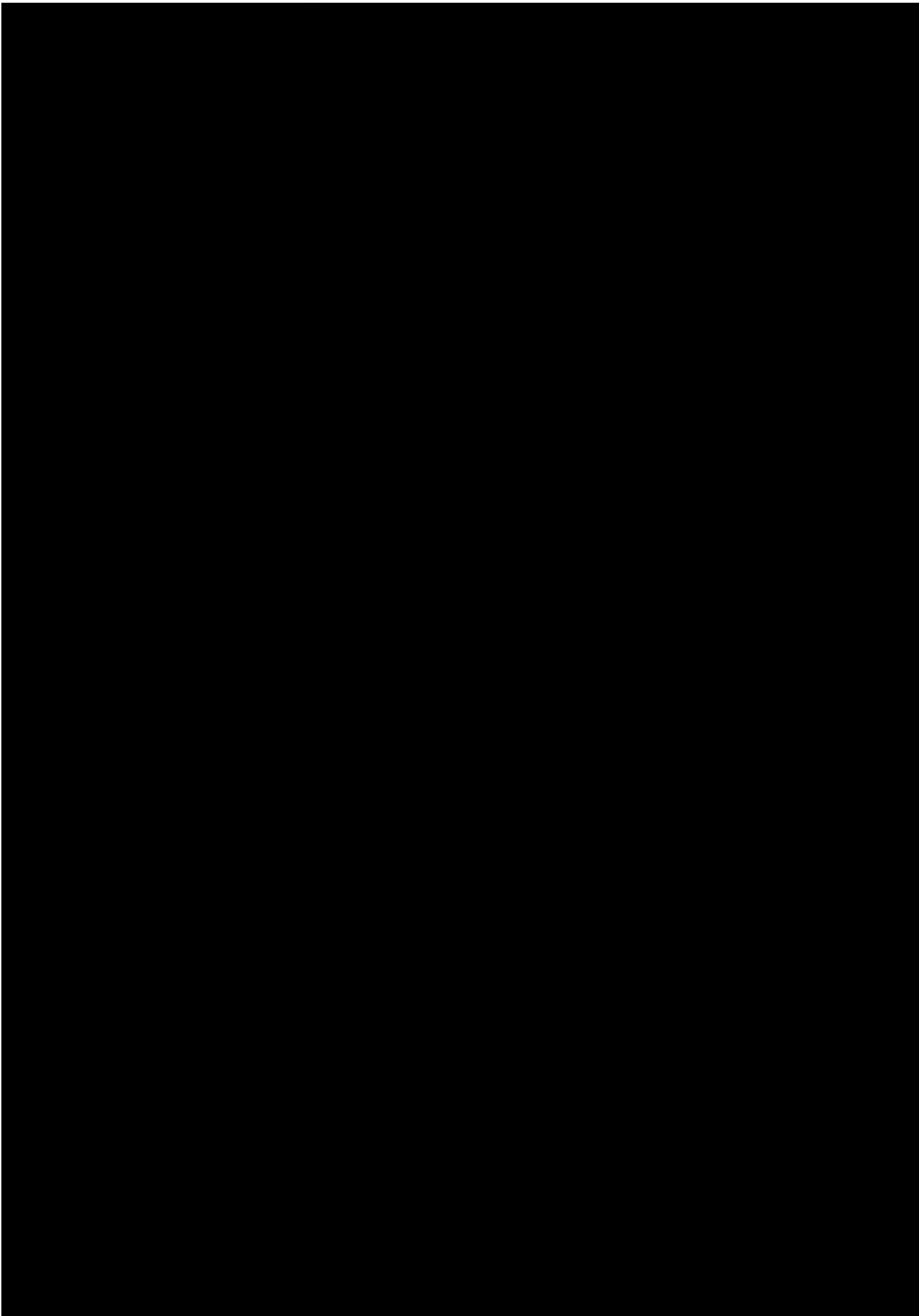


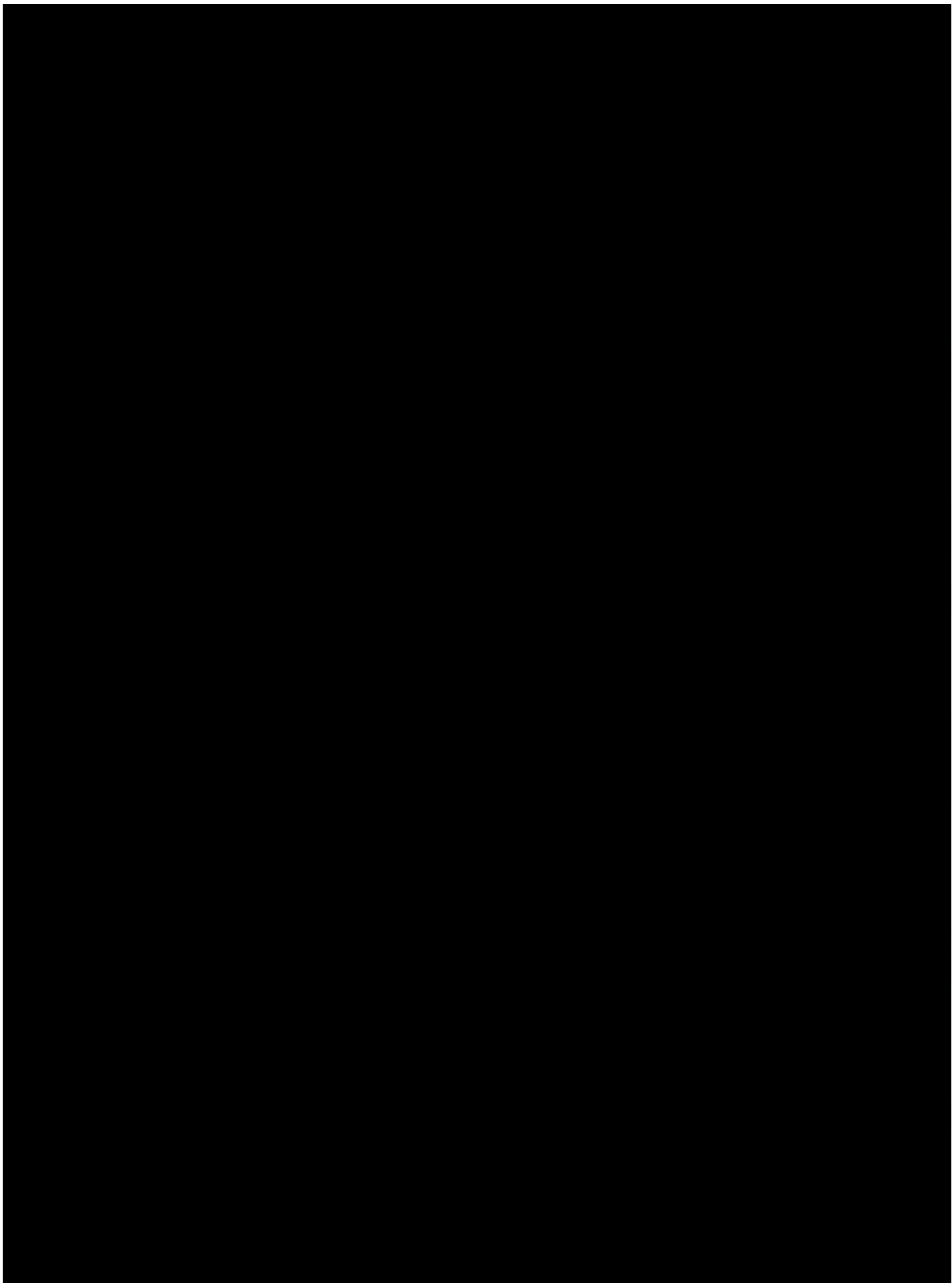


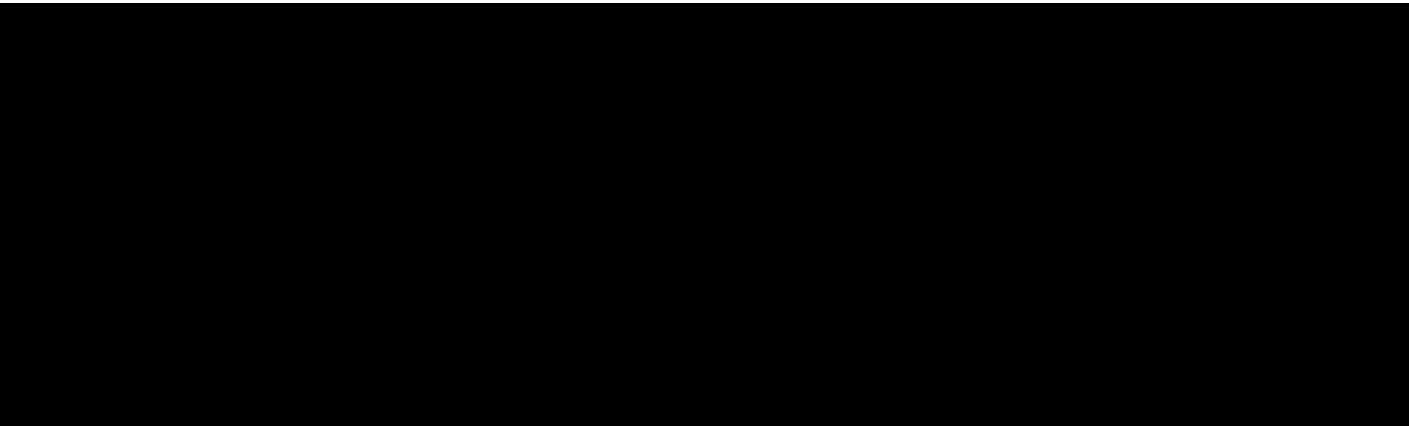


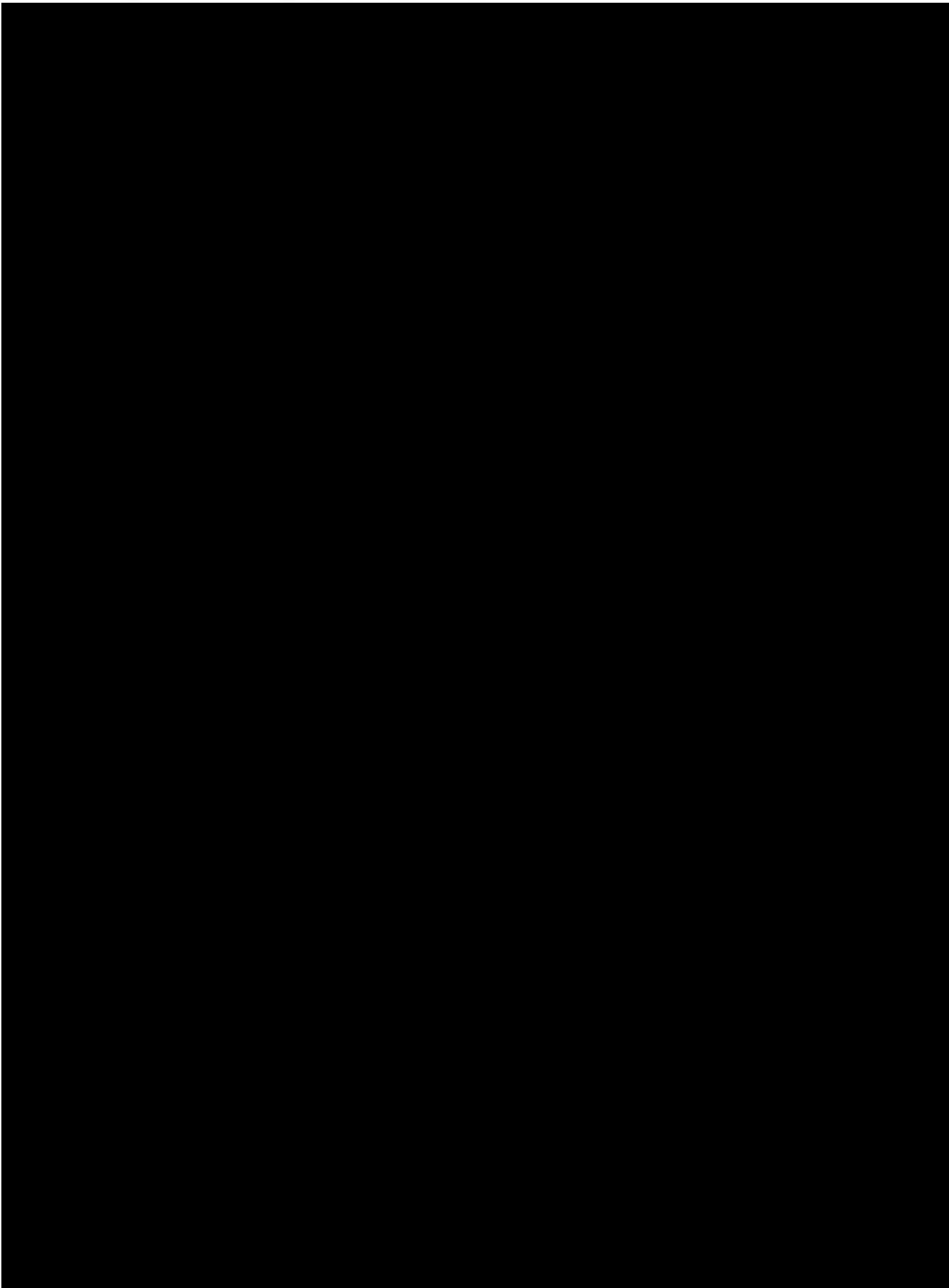


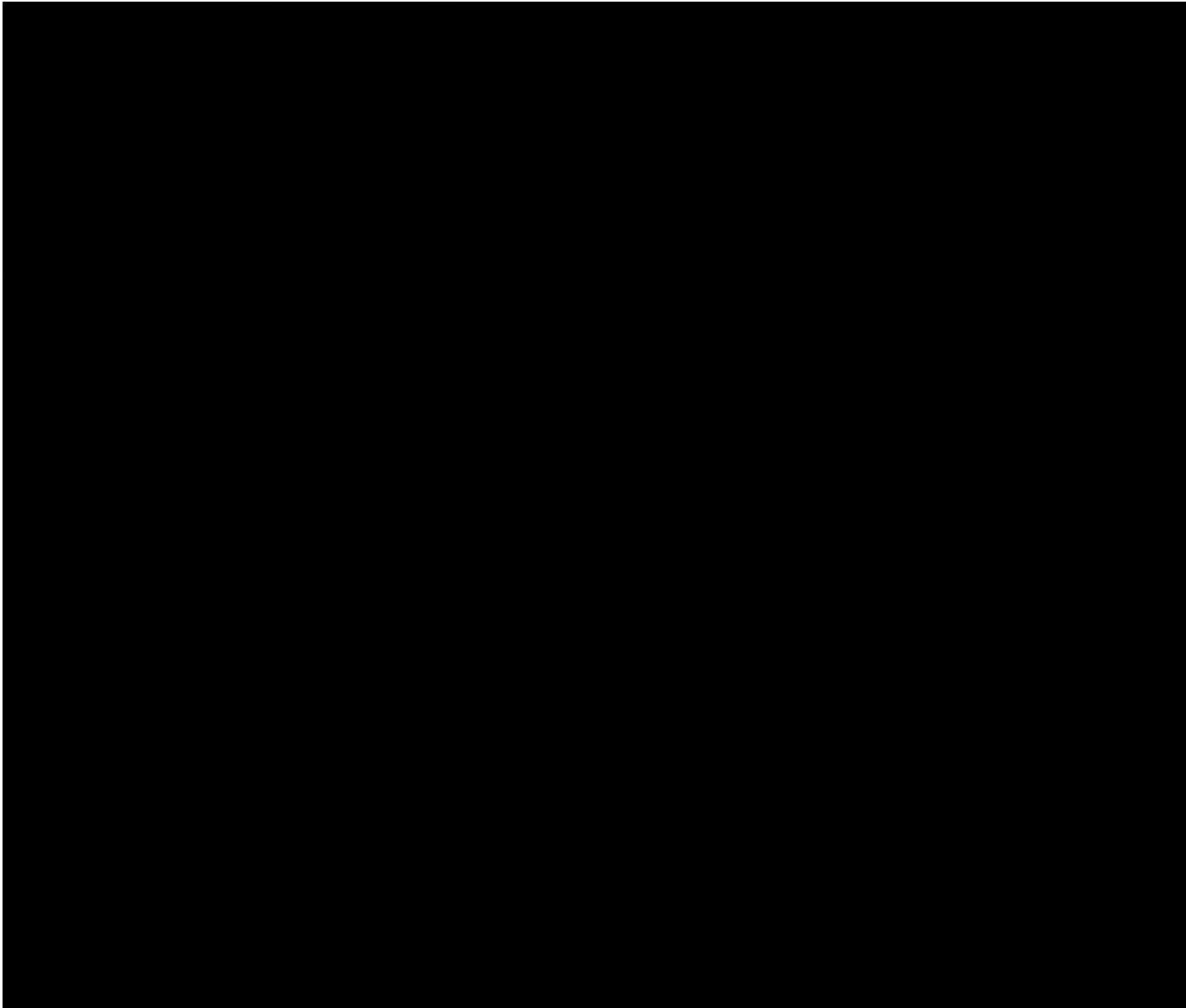


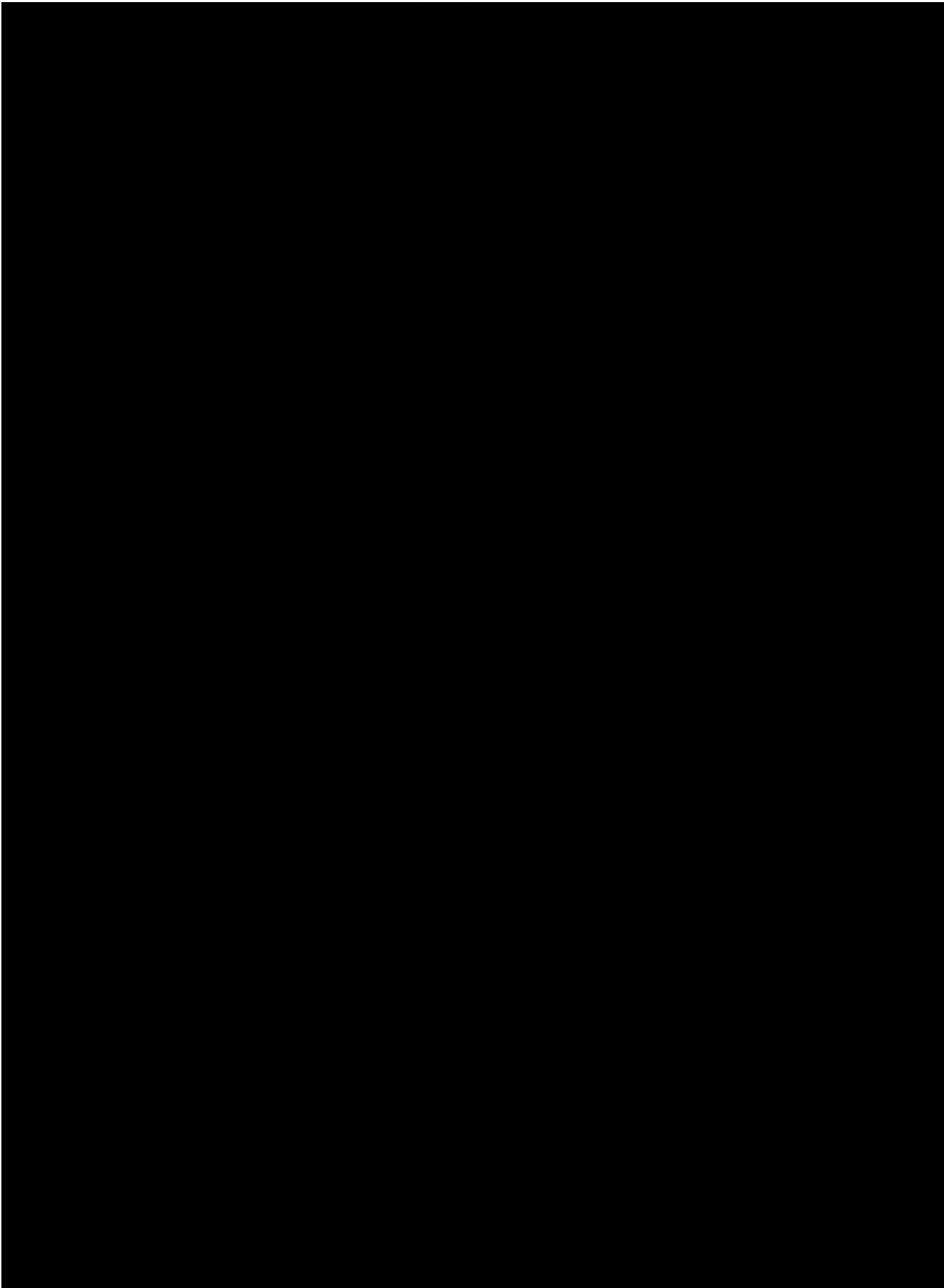


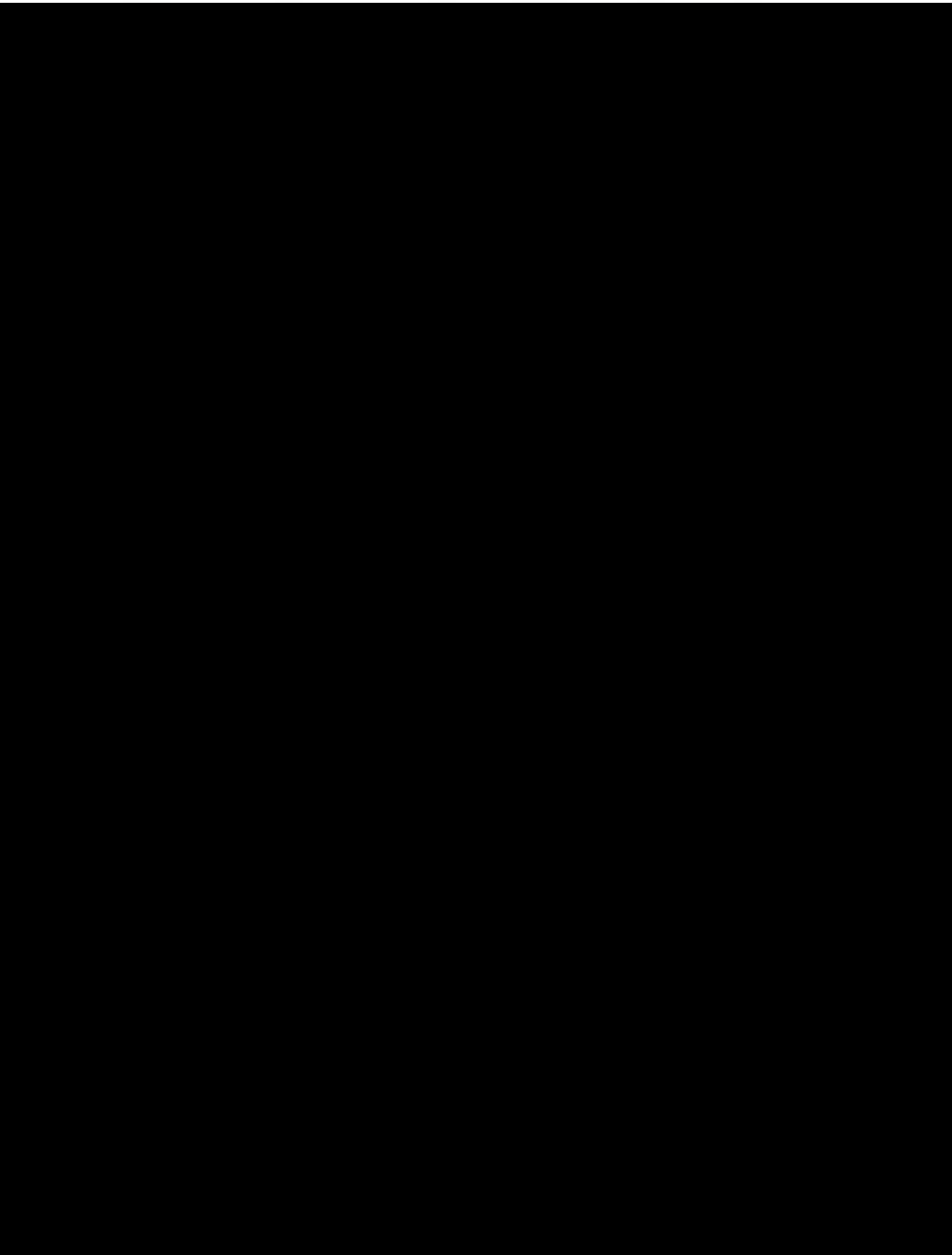


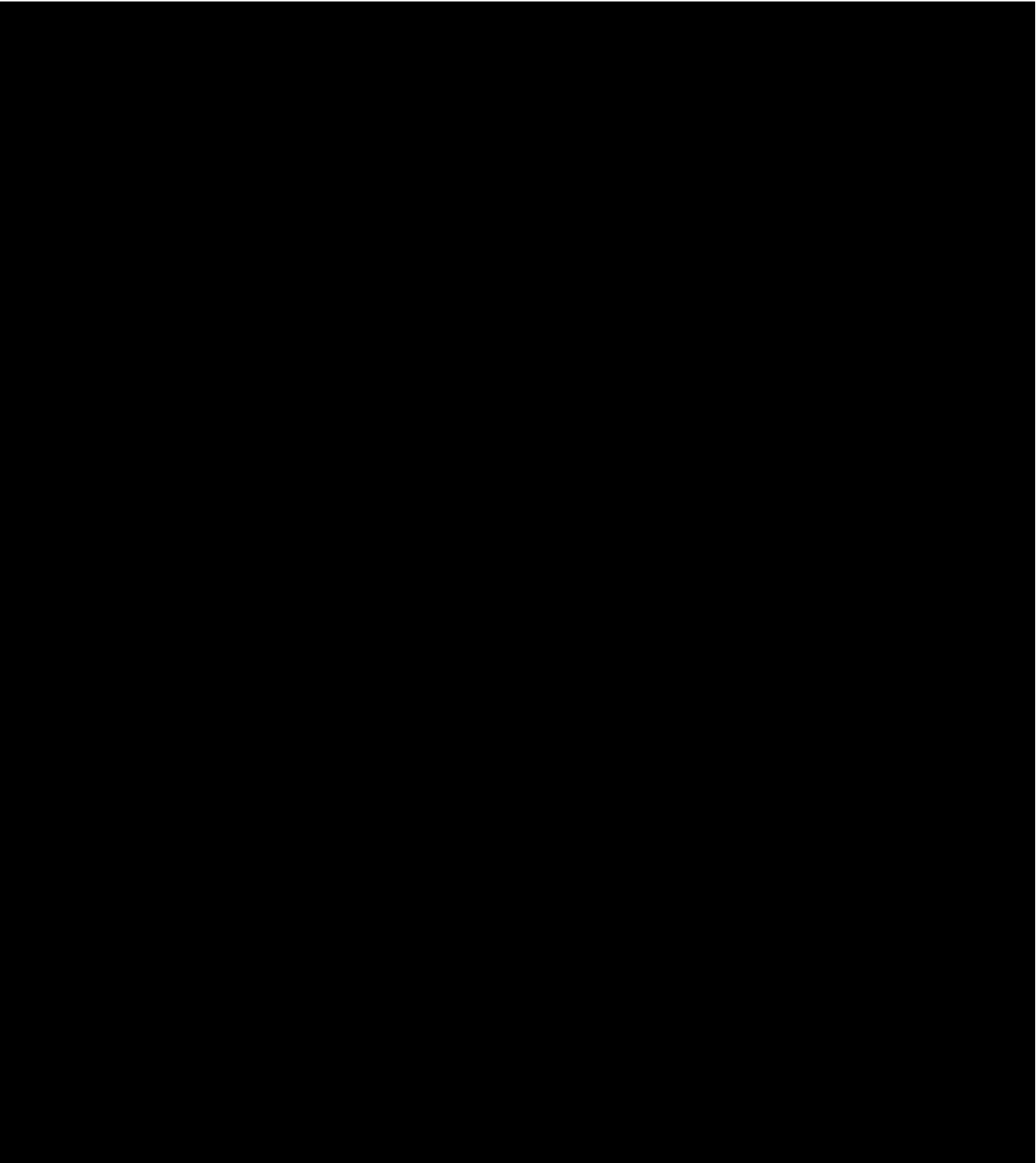


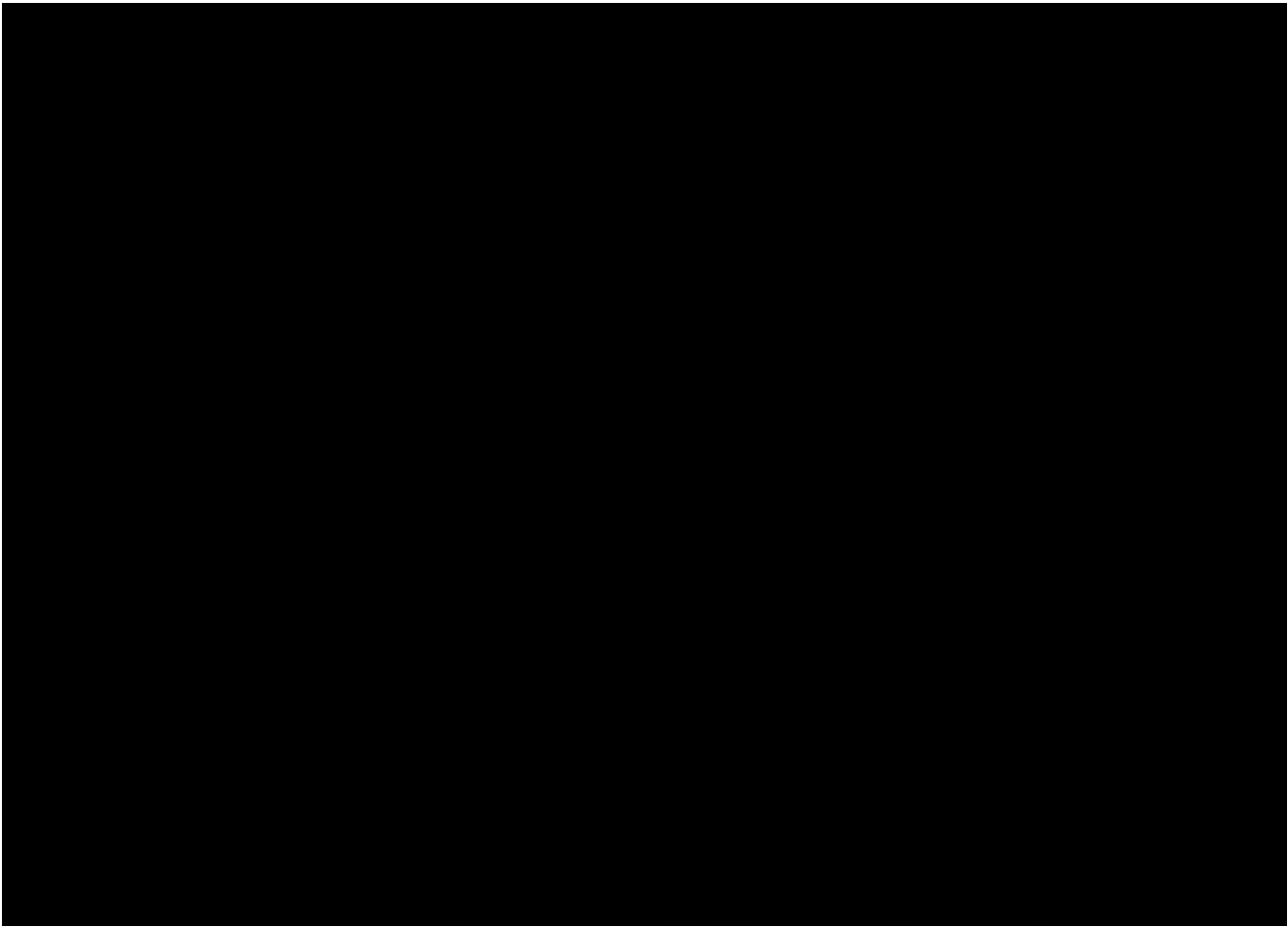


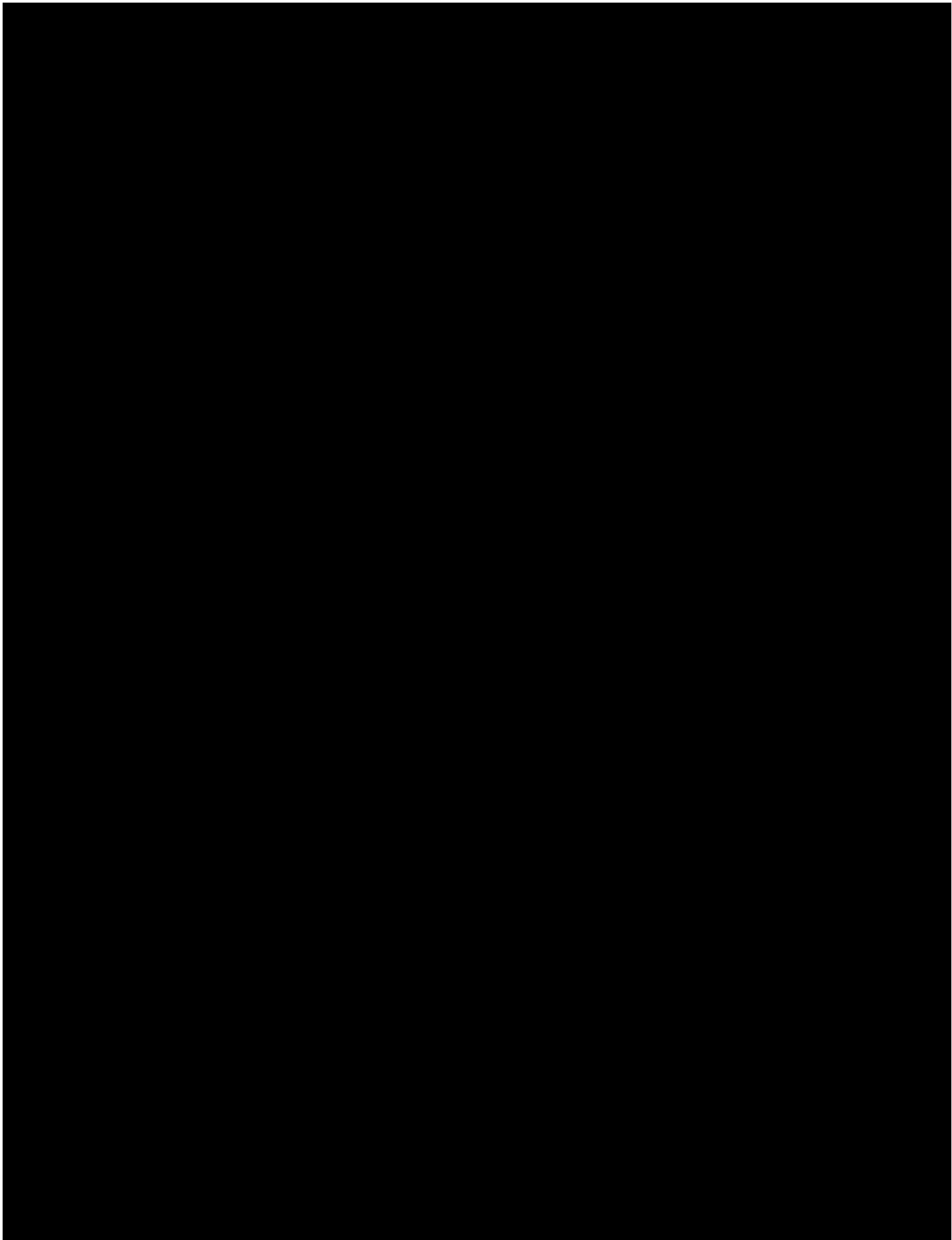


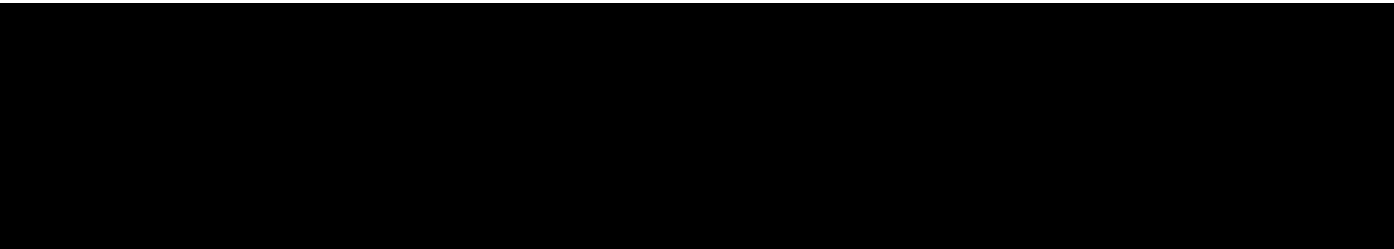












Cooperation and Interface Agreement

L3C Agreement - Contract No. WS53007 - Provision of Rolling Stock Level 3 Maintenance and Logistics Services

~~Rail Corporation New South Wales~~ Sydney Trains

ABN ~~38 284 779 68259~~ 325 778 353

UGL Unipart Rail Services Pty Ltd

ACN 154 895 940

#[Name of Other Contractor]#

ABN #[insert ABN/ACN]

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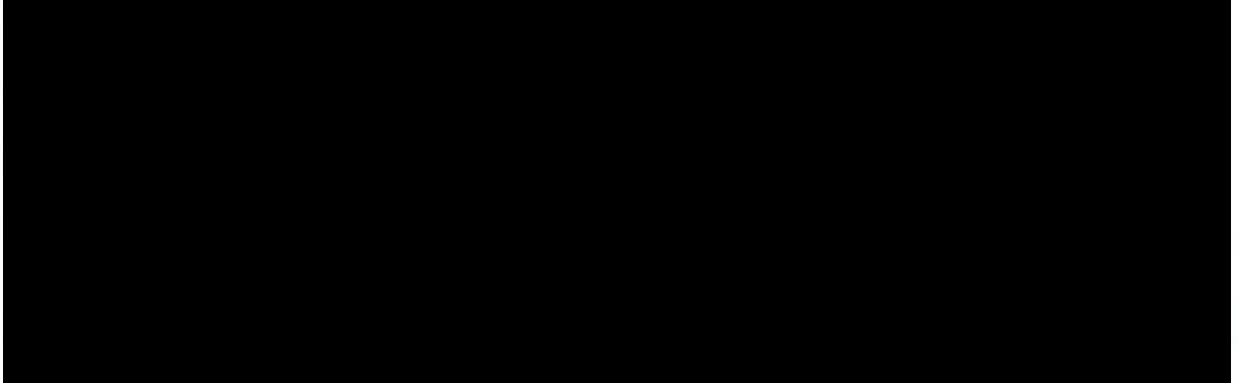
KEY DETAILS

1 Date

2 Parties

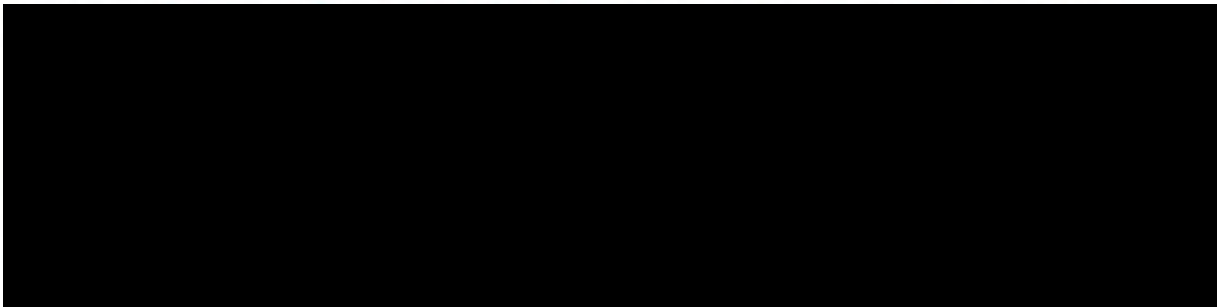
~~RailCorp~~Sydney Trains

Name ~~Rail Corporation-New South Wales~~Sydney Trains
ABN ~~38 284 779 68259 325 778 353~~



L3C Contractor

Name UGL Unipart Rail Services Pty Ltd
ACN 154 895 940



Other Contractor

Name [insert name]
ABN [insert ACN/ABN if applicable]

Address ##[insert address]

Attention ##[insert]

Fax ##[insert]

Email ##[insert]

BACKGROUND

- A [RailCorp Sydney Trains](#)'s principal objective is to deliver safe and reliable railway passenger services in New South Wales in an efficient, effective and financially responsible manner.
- B As a part of the delivery of safe and reliable passenger services, [RailCorp Sydney Trains](#) requires the provision of rolling stock maintenance, logistics and purchasing services.
- C [RailCorp Sydney Trains](#) and the L3C Contractor have executed the L3C Agreement. Under the L3C Agreement, the L3C Contractor must provide the L3C Services to [RailCorp Sydney Trains](#).
- D [RailCorp Sydney Trains](#) and the Other Contractor have executed the Other Agreement. Under the Other Agreement, the Other Contractor must provide the Other Services.
- E The L3C Contractor will provide the L3C Services at the Site at the same time at which the Other Contractor will provide the Other Services at the Project Shop (which is part of the Site).
- F The L3C Contractor agrees to facilitate the Other Contractor carrying out the Other Services in the Project Shop in accordance with this deed.

TERMS

1. Interpretation

1.1 Definitions

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

Accreditation means accreditation (including provisional accreditation) [as referred to in under Division 4 of Part 3 of Division 4 of the Rail Safety Act National Law](#) (or an exemption from same).

Associate means, in relation to a person, any Related Body Corporate of that person and any officer, employee, agent, contractor, consultant, nominee, licensee, invitee or advisor of that person or that Related Body Corporate and:

- (a) in the case of the L3C Contractor and the Other Contractor, includes their Subcontractors, and those Subcontractor's respective Associates (but does not include [RailCorp Sydney Trains](#) or any of its Associates);
- (b) in the case of [RailCorp Sydney Trains](#), does not include the L3C Contractor, the Other Contractor or their Associates.

Business Days means a day other than:

- (a) a Saturday, Sunday or a public holiday as gazetted in NSW; or
- (b) a day falling within the period:
 - (i) commencing on the Monday before 24 December in any given year; and
 - (ii) ending on the Friday following 1 January in the following year.

Claim includes any claim for payment of money (including damages):

- (a) under, arising out of, or in any way in connection with:

- (i) this deed;
 - (ii) the L3C Agreement;
 - (iii) the L3C Services;
 - (iv) the Other Agreement; or
 - (v) the Other Services;
- (b) arising out of or in connection with the either party's conduct before the date of this deed; or
- (c) otherwise at Law or in equity including:
- (i) statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
- (d) for restitution.

Consequential Loss means:

- (a) subject to (b), loss of revenue, loss of profit or anticipated profit, loss of use of, loss of patronage, loss of sales, loss of turnover, loss of reputation (or damage to it), loss of production, loss of goodwill or any other loss or damage of a similar nature; and
- (b) Consequential Loss excludes:
 - (i) the cost of arranging alternative transportation; or
 - (ii) any costs that [RailCorp Sydney Trains](#) incurs in having the L3C Services provided at a location other than the Site or provided by a person other than the L3C Contractor; or
 - (iii) any costs that [are](#) incurred in having the L3C Services, or the Other Services, provided at a location other than the Site or provided by a person other than the L3C Contractor or the Other Contractor (as the case may be).

Date of this Deed means the date on which this deed is executed by [RailCorp Sydney Trains](#).

Deed of Extension and Variation means the document entitled "Deed of Extension and Variation - L3C Agreement" between Sydney Trains and the L3C Contractor dated on or about 1 July 2019.

Governance Board has the meaning given to that term under the L3C Agreement.

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

L3C Agreement means the document entitled L3C Agreement between ~~agreement of that name to be entered into by RailCorp Sydney Trains~~ and the L3C Contractor, dated on or about 23 December 2011, as extended and varied by the Deed of Extension and Variation.

L3C Services means all things which the L3C Contractor is or may be required to do under the L3C Agreement.

L3C Transaction Documents has the meaning given to that term in the L3C Agreement.

Law includes:

- (a) legislation of New South Wales or the Commonwealth, including delegated legislation or policy enforceable under such legislation or delegated legislation; and
- (b) certificates, licenses, consents, permits, approvals and other requirements of Authorities,

and fees and charges payable in connection with the foregoing.

Lease means the lease entered into by Rail Corporation New South Wales and the L3C Contractor in respect of the Site.

Other Agreement means the agreement named ~~#[insert]#~~ entered into by Sydney Trains and the Other Contractor on ~~#[insert]#~~.

Other Services means the services that the Other Contractor must provide under the Other Agreement.

Other Services Program means a program setting out in reasonable detail the:

- (a) Other Services Sydney Trains anticipates will be carried out during the relevant period shown in that program;
- (b) proposed start date and finish date for those Other Services;
- (c) estimated number of people that will require access to the Project Shop to carry out those Other Services;
- (d) shift hours at which those Other Services will be carried out;
- (e) number of parking spaces that are required in connection with those Other Services;
- (f) number of railway cars that the L3C Contractor must move through the Site to the Project Shop in connection with those Other Services and the times those railway cars must be moved; and
- (g) extent to which the Other Contractor will require the use of the Plant to perform the Other Services.

Plant means the tools (excluding hand tools), machines or vehicles at the Site that may be used by the Other Contractor to provide the Other Services.

Project Shop means the building known as the "Project Shop" located as shown on the plan attached as Schedule 1.

Rail Infrastructure Facilities has the same meaning as in the Transport Administration Act 1988 (NSW) and includes "~~rail infrastructure of a railway~~" as that term is defined in the Rail Safety National Law. ~~Rail Safety Act 2008 (NSW)~~.

Rail Safety National Law means the Rail Safety National Law (NSW), as defined in the Rail Safety (Adoption of National Law) Act 2012 (NSW), and any associated regulations.

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

~~RailCorp Works Program~~ has the meaning given to that term under the L3C Agreement.

Related Body Corporate has the meaning given to it in the Corporations Act.

Safety Management System means an accredited maintainer's system made up of policies, procedures, work instructions, records, documents and means of collecting and analysing data to enhance safety management performance which conforms to various regulatory and statutory requirements, including but not limited to the Rail Safety Act 2008 (NSW).

Site means the Auburn service centre located at 1 Manchester Road, Auburn NSW, being Part of Folio Identifier [3802/1168594 1/833989](#) and part of Folio Identifier ~~4/1007656~~ being Lots 2 and 3 in Deposited Plan ~~1115200~~ and all buildings, improvements (including Rail Infrastructure Facilities) on that land.

Subcontractor means any subcontractor (including consultant or supplier) of the L3C Contractor or the Other Contractor (as appropriate).

[Sydney Trains Works Program](#) has the meaning given to that term under the L3C Agreement.

Term means the period commencing on the Date of this Deed and expiring on the earlier of:

- (a) date on which all parties have complied with all of their obligations under this deed; and
- (b) the later of:
 - (i) completion of the Transition Out Services; and
 - (ii) termination or expiry of the L3C Agreement and the Lease.

Transition Out Services has the meaning given to that term under the L3C Agreement.

1.2 Interpretation

- (a) In this deed unless the context otherwise requires:
 - (i) a reference to this deed, this document or a similar term means either the agreement set out in this document or the document itself, as the context requires.
 - (ii) a reference to any Act, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
 - (iii) a reference to the singular includes the plural number and vice versa.
 - (iv) a reference to a party means a person who is named as a party to this deed.
 - (v) person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.
 - (vi) a reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes and assigns.
 - (vii) includes means includes but without limitation.

- (viii) where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
 - (ix) a reference to doing something includes an omission, statement or undertaking (whether or not in writing) and includes executing a document.
 - (x) a reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to, this deed.
- (b) A heading is for reference only. It does not affect the meaning or interpretation of this deed.
- (c) Any schedule attached to this deed forms part of it. If there is any inconsistency between any clause of this deed and any provision in any schedule or attachment, the clause of this deed will prevail.
- (d) Nothing in this deed in any way restricts or otherwise affects the unfettered discretion of [RailCorp Sydney Trains or any other Rail Transport Agency](#) regarding the exercise of ~~their~~its respective statutory functions and powers and the other parties acknowledges [RailCorp Sydney Trains's or a Rail Transport Agency's](#) rights under Schedules 6A and 6B of the Transport Administration Act 1988 (NSW) and under the Rail Safety ([Adoption of National Law](#)) Act 201~~20~~8 (NSW).
- (e) Notwithstanding any other clause, word or phrase that may indicate a contrary intention, each of the parties intend that this document be, and take effect as, a deed.

2. Term

This deed commences on the Date of this Deed and will continue for the Term.

3. Interaction between agreements

3.1 No limitation

Nothing in this deed limits or otherwise affects:

- (a) the L3C Contractor's obligations to provide the L3C Services in accordance with the L3C Agreement; or
- (b) the Other Contractor's obligations to provide the Other Services in accordance with the Other Agreement.

3.2 Ambiguous terms

- (a) If [RailCorp Sydney Trains](#) considers that there is, or the L3C Contractor notifies [RailCorp Sydney Trains](#) in writing that it considers there is, an ambiguity, discrepancy or inconsistency in, or between, this deed and any other L3C Transaction Document, [RailCorp Sydney Trains](#) must provide the L3C Contractor with a notice setting out the required interpretation of this deed in accordance with clause 2.5(a) of the L3C Agreement and the L3C Contractor must follow that interpretation.
- (b) If [RailCorp Sydney Trains](#) considers that there is, or the Other Contractor notifies [RailCorp Sydney Trains](#) in writing that it considers there is, an ambiguity, discrepancy or inconsistency in, or between, this deed and the Other Agreement, [RailCorp Sydney Trains](#) must provide the Other Contractor with a notice setting out

the required interpretation of this deed and the Other Contractor must follow that interpretation.

- (c) In giving a notice under clauses [3.2\(a\) or 3.2\(b\)](#) ~~or 3.2(a)~~, [RailCorpSydney Trains](#) is not required to determine whether or not there is an ambiguity or discrepancy or inconsistency in, or between, this deed and the other relevant agreement.
- (d) Any notice that [RailCorpSydney Trains](#) gives under clauses [3.2\(a\) or 3.2\(b\)](#) ~~or 3.2(a)~~ does not in any way lessen or otherwise affect:
 - (i) the L3C Contractor's obligations under any L3C Transaction Document or according to Law;
 - (ii) the Other Contractor's obligations under this deed, the Other Agreement or according to Law;
 - (iii) [RailCorpSydney Trains's](#) rights against the L3C Contractor whether under a L3C Transaction Document or according to Law; or
 - (iv) [RailCorpSydney Trains's](#) rights against the Other Contractor whether under this deed, the Other Agreement or according to Law.
- (e) The Other Contractor must not make, and [RailCorpSydney Trains](#) will not be liable upon, any Claim in connection with any notice given by [RailCorpSydney Trains](#) under clause 3.2(b).
- (f) The L3C Contractor must not make, and [RailCorpSydney Trains](#) will not be liable upon, any Claim in connection with any notice given by [RailCorpSydney Trains](#) under clause 3.2(a).

4. Cooperation

- (a) The L3C Contractor and the Other Contractor must use their best endeavours to encourage, develop and maintain a Cooperative relationship between themselves and their respective Associates in order to identify and manage all relevant interfaces between the L3C Contractor and the Other Contractor to ensure the achievement of the objectives of [RailCorpSydney Trains](#) having regard to the terms of this deed.
- (b) [RailCorpSydney Trains](#), the L3C Contractor and the Other Contractor agree that:
 - (i) the parties will do all things reasonably within their power that are necessary to achieve their common purpose and shared goals and objectives as set out in this deed;
 - (ii) each party will act reasonably, responsibly and in good faith, giving due regard to the views of the other parties, when reaching decisions, giving approvals or exercising discretions;
 - (iii) the parties will engage in open, honest communication and timely sharing of information;
 - (iv) the parties will encourage and respond constructively to objective, candid performance assessments by the other parties; and
 - (v) the parties will use their best endeavours to resolve all differences between them through negotiation in good faith.

- (c) The parties will use their best endeavours to make available, where possible, the appropriate number of human resources with the appropriate technical skills and experience to progress the matters contemplated by this deed.

5. Access

- (a) Each month during the Term, [RailCorp Sydney Trains](#) must provide the L3C Contractor and the Other Contractor with the Other Services Program which must be consistent with the then current [RailCorp Sydney Trains](#) Works Program provided under clause 23.1(b) of the L3C Agreement.
- (b) Subject to the requirements of clause 7, the L3C Contractor acknowledges and agrees that the Other Contractor may access the Project Shop at the times:
- (i) set out in the most recent version of the Other Services Program provided by [RailCorp Sydney Trains](#) under clause 5(a); and
 - (ii) at any other times agreed by the parties.
- (c) The L3C Contractor:
- (i) without limiting any other term of this deed, is solely responsible for the movement of all railway cars within the Site in connection with the Other Services; and
 - (ii) acknowledges that it must move railway cars:
 - A. from the [RailCorp Sydney Trains](#) Network, through the Site and into the specified place within the Project Shop; and
 - B. from the Project Shop, through the Site and back to the [RailCorp Sydney Trains](#) Network,at the rates set out in Schedule 20 to the L3C Agreement in order for the Other Contractor to be able to perform the Other Services on railway cars in the Project Shop at the time agreed by the parties having regard to the Other Services Program;
 - (iii) must move the railway cars specified in the Other Services Program within the Site:
 - A. under its own accreditation and control; and
 - B. as otherwise required by the L3C Agreement and this deed.
- (d) The L3C Contractor acknowledges and agrees that it is a fundamental term of this deed that the L3C Services are provided in such a way so as to allow the Other Contractor to carry out the Other Services simultaneously with the provision of the L3C Services by the L3C Contractor.
- (e) Subject to clause 5(d), the Other Contractor must not unreasonably restrict, or otherwise prevent, the L3C Contractor from performing the L3C Contractor's obligations in connection with the L3C Services or the L3C Transaction Documents.

6. Property

- (a) The L3C Contractor must not damage the Other Contractor's property on or around the Site.

- (b) The Other Contractor must not damage any property on or around the Site.
- (c) The Other Contractor must comply with any direction given by the L3C Contractor which is reasonably necessary to avoid:
 - (i) the destruction or loss of, or damage to, any property; or
 - (ii) the personal injury, illness or death of any person.

7. Accreditation and safety

7.1 Accreditation

The Other Contractor must obtain Accreditation specifically in respect of the Other Services and must perform the Other Services under that Accreditation.

7.2 Continuing Accreditation and rail safety obligations

The Other Contractor must:

- (a) maintain its Accreditation;
- (b) comply with its other obligations in relation to rail safety; and
- (c) except as required by Law, not do, or omit to do, anything which may cause its Accreditation to be suspended or cancelled.

7.3 General safety requirements

The L3C Contractor must establish, document and maintain:

- (a) an occupational health and safety management system that, as a minimum, complies with the requirements of [AS/NZS 48401](#); and
- (b) a quality system that complies with the requirements of [AS/NZS 9001](#).

7.4 Site safety requirements

- (a) Subject to clause 7.5(c), the L3C Contractor is the occupier and controller of the Site and must:
 - (i) identify any foreseeable hazard arising from the Site that has the potential to harm the health or safety of any person accessing, using or egressing from the Site;
 - (ii) inform all persons who enter the Site, including any Other Contractor personnel, of any such hazards by carrying out an appropriate Site induction; and
 - (iii) take all reasonably practicable steps to eliminate or control the risks arising from such hazards.
- (b) The Other Contractor acknowledges that any Other Contractor Associates who wish to enter the Site must first undergo an induction by the L3C Contractor.
- (c) Subject to clause 7.5(c), the Other Contractor must ensure that it complies with all directions given by the L3C Contractor in connection with [work health and safety](#) whilst accessing, exiting or otherwise present on the Site.

7.5 Project Shop safety requirements

- (a) Subject to clause 7.5(b), the L3C Contractor's occupation and control of the Site extends to the Project Shop and any other part of the Site accessed by [RailCorp Sydney Trains](#).
- (b) The L3C Contractor's obligations under this clause 7 apply to the Project Shop at all times other than when the Other Contractor has exercised its right to occupy the Project Shop under this deed. The L3C Contractor's obligations under this clause 7 will continue to apply to any other part of the Site accessed by the Other Contractor at all times.
- (c) Whenever the Other Contractor exercises its right to enter the Project Shop the Other Contractor is the occupier and controller of the Project Shop and must:
 - (i) identify any foreseeable hazard arising from the Project Shop that has the potential to harm the health or safety of any person accessing, using or egressing from the Project Shop;
 - (ii) inform all persons who enter the Project Shop of any such hazards by carrying out an appropriate Project Shop induction; and
 - (iii) take all reasonably practicable steps to eliminate or control the risks arising from such hazards.
- (d) Whenever the Other Contractor exercises its right to enter the Project Shop, the L3C Contractor must, and must ensure that the L3C Contractor's Associates:
 - (i) undergo an induction given by the Other Contractor before entering the Project Shop; and
 - (ii) comply with any reasonable site safety requirements or procedures notified to them by the Other Contractor.

7.6 Plant safety requirements

- (a) The L3C Contractor must ensure that at all times all Plant is in good condition, proper working order, free from defects and fit for its purpose.
- (b) It is the responsibility of the L3C Contractor to carry out such maintenance or repair on the plant and equipment as may be necessary to enable the L3C Contractor to comply with its obligations under clause 7.6(a).

7.7 Site Management Plan

The Other Contractor must establish, document and maintain an occupational health and safety management system for the Other Services that, as a minimum, complies with the requirements of AS/NZS 48401 and effectively and efficiently interfaces with:

- (a) [RailCorp Sydney Trains](#)'s Safety Management System; and
- (b) the L3C Contractors safety management system for the Site.

8. Sharing information

In order that the objectives of all parties are met and can be understood by each of the other parties, the parties acknowledge it will be essential for information to be shared between the parties in so far as they relate to:

- (a) any interaction between the parties on the Site;
- (b) the provision of services by a party from the Site; and
- (c) access by the parties to, and movement of the parties around, the Site.

9. Risk

9.1 Release

- (a) To the extent permitted by law, the L3C Contractor releases [RailCorp Sydney Trains](#) from any Claims against, and loss incurred by, the L3C Contractor in connection with act or omission of the Other Contractor including:
 - (i) any negligent act or omission of the Other Contractor; or
 - (ii) a breach of this deed by the Other Contractor.
- (b) To the extent permitted by law, the Other Contractor releases [RailCorp Sydney Trains](#) from any Claims against, and loss incurred by, the Other Contractor in connection with any act or omission of the L3C Contractor including:
 - (i) any negligent act or omission of the L3C Contractor; or
 - (ii) a breach of this deed by the L3C Contractor.

9.2 Indemnity

- (a) The Other Contractor indemnifies the L3C Contractor:
 - (i) against any Claim brought against the L3C Contractor by any person (including Sydney Trains); and
 - (ii) from any loss incurred or damage suffered by the L3C Contractor, to the extent arising out of or in any way in connection with the Other Services except to the extent that such Claim, loss or damage arises from or in connection with an act or omission of the L3C Contractor.

9.3 Liability

- (a) Each of the L3C Contractor and [RailCorp Sydney Trains](#) acknowledges and agrees that its liability to the other party under this deed is limited by the operation of clause 38 of the L3C Agreement.
- (b) Nothing in this deed is intended to render the L3C Contractor liable to [RailCorp Sydney Trains](#) for the same loss twice.
- (c) The L3C Contractor is not liable to the Other Contractor for Consequential Loss or Damage.
- (d) The Other Contractor is not liable to or the L3C Contractor for Consequential Loss or Damage.

9.4 Insurance

- (a) The Other Contractor must effect broad form public and products liability insurance written on an occurrence basis for not less than an amount reasonably determined

by [RailCorpSydney Trains](#) for any one occurrence (and for an amount reasonably determined by [RailCorpSydney Trains](#) for all product liability claims in any one 12 month policy period), covering:

- (i) the liability of the Other Contractor and its Associates;
 - (ii) loss of, or damage to, or loss of use of, any real or personal property (including all Cars, L3C Inventory and Plant);
 - (iii) the personal injury, disease or illness (including mental illness) to, or death of, any person; and
 - (iv) any indemnity given by the Other Contractor under this deed, arising out of or in connection with the Other Services.
- (b) The Other Contractor must, in addition to the insurance which it is required to effect pursuant to clause 9.4(a), effect and maintain all insurances in a manner and to the extent which is reasonable and customary for a prudent business enterprise engaged in a similar business to the provision of the Other Services.
- (c) The insurance required under clause 9.4(a) effected by the Other Contractor in compliance with this clause 9 must:
- (i) be taken out with reputable insurers; and
 - (ii) note the interest of [RailCorpSydney Trains](#) and the L3C Contractor.
- (d) The insurance that the Other Contractor effects under this clause 9 must be adequate to cover the value of all property (other than any property of the L3C Contractor) within the Project Shop at the times the Other Contractor accesses the Project Shop.

10. Representatives

10.1 [RailCorpSydney Trains](#) Representative

- (a) [RailCorpSydney Trains](#) must ensure that at all times there is a [RailCorpSydney Trains](#) Representative who may:
- (i) exercise all of the powers of [RailCorpSydney Trains](#) under this deed; and
 - (ii) by notice in writing to the other parties delegate any of the [RailCorpSydney Trains](#) Representative's powers, except the power to delegate.
- (b) [RailCorpSydney Trains](#) may replace the [RailCorpSydney Trains](#) Representative from time to time. If [RailCorpSydney Trains](#) replaces the [RailCorpSydney Trains](#) Representative, it will provide the other parties with prompt notice of the replacement [RailCorpSydney Trains](#) Representative's details.
- (c) The L3C Contractor and the Other Contractor must comply, and ensure that their Associates comply, with all reasonable instructions given by [RailCorpSydney Trains](#) or the [RailCorpSydney Trains](#) Representative with respect to the carrying out of their respective obligations under this deed.

10.2 L3C Contractor Representative

- (a) The L3C Contractor must ensure that at all times there is a L3C Contractor Representative who:
- (i) oversees the carrying out of the L3C Contractor's obligations under this deed;
 - (ii) acts as the authorised representative of the L3C Contractor; and
 - (iii) is available (or has a delegate notified in writing to [RailCorp Sydney Trains](#) that is available) between 9:00 am until 5:00 pm on Business Days to liaise with the [RailCorp Sydney Trains](#) Representative.
- (b) The L3C Contractor Representative may:
- (i) exercise all of the powers of the L3C Contractor under this deed; and
 - (ii) by notice in writing to [RailCorp Sydney Trains](#) delegate any of its powers except the power to delegate.
- (c) The L3C Contractor may replace the L3C Contractor's Representative with the prior written approval of [RailCorp Sydney Trains](#), which approval [RailCorp Sydney Trains](#) may withhold with reference to the criteria set out in clause 16.2(c) of the L3C Agreement.

10.3 Other Contractor Representative

- (a) The Other Contractor must ensure that at all times there is an Other Contractor Representative who:
- (i) oversees the carrying out of the Other Contractor's obligations under this deed;
 - (ii) acts as the authorised representative of the Other Contractor; and
 - (iii) is available (or has a delegate notified in writing to [RailCorp Sydney Trains](#) that is available) between 9:00 am until 5:00 pm on Business Days to liaise with the [RailCorp Sydney Trains](#) Representative.
- (b) The Other Contractor Representative may:
- (i) exercise all of the powers of the Other Contractor under this deed; and
 - (ii) by notice in writing to [RailCorp Sydney Trains](#) delegate any of its powers except the power to delegate.
- (c) The Other Contractor may replace the Other Contractor's Representative with the prior written approval of [RailCorp Sydney Trains](#), which approval [RailCorp Sydney Trains](#) may withhold in its absolute discretion.

11. Governance Board

- (a) The parties acknowledge and agree that the Governance Board meets at the times required by the L3C Agreement to determine issues arising on the L3C Agreement.

- (b) If a dispute is referred to the Governance Board for resolution under this deed:
- (i) the Governance Board must:
 - A. address that dispute at its next meeting;
 - B. permit a reasonable number of representatives from the Other Contactor (including the Other Contractor Representative) to attend the Governance Board meeting at the times that the Governance Board is dealing with disputes under this deed and participate in the discussion regarding the dispute; and
 - C. allow one representative from the Other Contractor, or any other number agreed by ~~RailCorp~~ Sydney Trains, to vote on the resolution of the dispute at that Governance Board meeting; and
 - (ii) the parties must seek to resolve the dispute in accordance with clause 12.

12. Dispute resolution

- (a) The parties agree to use their best endeavours and to act in good faith to resolve all differences regarding any matters.
- (b) In circumstances where a difference between the parties regarding a matter cannot be resolved then:
 - (i) the matter will be referred to the Governance Board for resolution in accordance with clause 11; and
 - (ii) the parties agree to negotiate in good faith to resolve and agree on matters that have been referred to the Governance Board.

13. Notices

13.1 How to give a notice

A notice, consent or other communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the party giving it by any director, secretary, attorney or authorised agent, of that party;
- (b) addressed to the party to whom it is to be given; and
- (c) either:
 - (i) subject always to clause 13.1(d), delivered or posted by prepaid express post to that party's address as set out in this deed or such other address as may be notified in writing by a party to the other~~delivered or sent by registered mail (by registered airmail, if the addressee is overseas) to that party's address;~~
 - (ii) sent by facsimile to that party's facsimile number; or
 - (iii) if the notice does not relate to a dispute, or a Claim, in connection with this document, sent by email to that party's email address as set out in this deed. as a scanned attachment in Adobe PDF format or such other

email address as may be notified in writing by a party to the other party ~~sent by email to that party's email address as a scanned attachment in Adobe PDF format.~~

- (d) Any notice, consent or other communication under this document delivered or sent by prepaid express post will only be effective if it is also sent by email as per ~~registered mail will only be effective if it is also sent by facsimile as per~~ clause ~~13.1(c)(iii) 13.1(e)(ii).~~

13.2 When a notice is given

- (a) A notice, consent or other communication that complies with this clause is regarded as given and received by the addressee:
- (i) in the case of prepaid express post sent to an address within Australia – on the second Business Day after the date of posting;
 - (ii) in the case of prepaid express post sent to an address in another country – on the fourth Business Day after the date of posting;
 - (iii) in the case of delivery by hand on the delivery at the address of the addressee as provided in this deed;
 - (iv) in the case of email at the local time (in the place of receipt of that email) that would be determined if section 13A of the Electronic Transactions Act 2000 (NSW) were to apply in respect of the email if it is delivered or sent by email,

provided that if the communication would be taken to be received on a day which is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.

- (b) The L3C Contractor and Other Contractor must ensure that any documents it provides, including by electronic means, are in the file structure and format for such documents as may be reasonably specified by Sydney Trains from time to time. Sydney Trains requires such documents which are submitted by email to be submitted as an attachment to an email, where the attachment is in .pdf, or where appropriate Excel, Primavera (.xer or .xml) or Microsoft Project (.mpp) format.

- ~~(a) if it is sent by mail:~~

- ~~(i) within Australia – 3 Business Days after posting; or~~
- ~~(ii) to or from a place outside Australia – 7 Business Days after posting;~~

- ~~(b) if it is sent by facsimile, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent; and~~

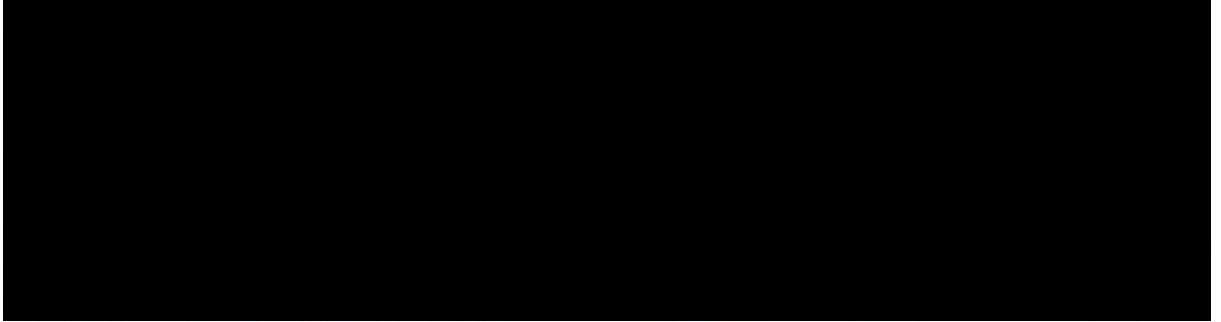
- ~~(c) if it is delivered or sent by email:~~

- ~~(i) by 5.00 pm (local time in the place of receipt) on a Business Day on that day; or~~
- ~~(ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day on the next Business Day.~~

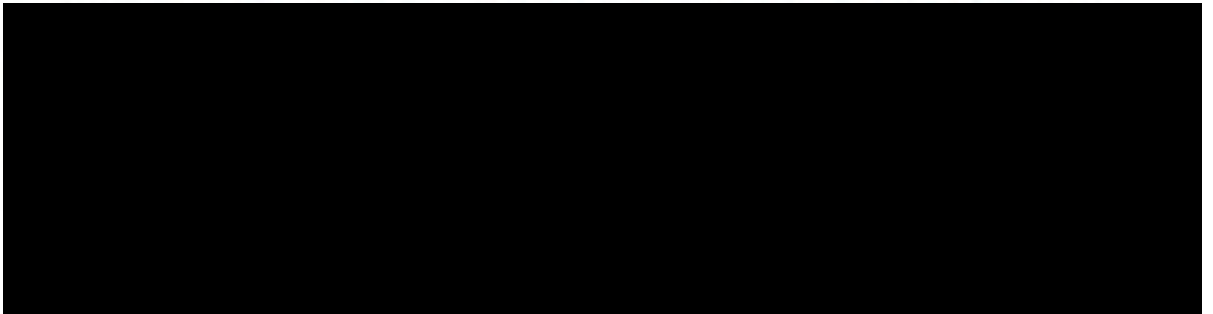
13.3 Address for notices

Each party's address and email contact details are as set out below, as the party notifies the other party or, in the case of the L3C Contractor or the Other Contractor, its registered office (as the case may be).

Sydney TrainsRailCorp



L3C Contractor



Other Contractor

Address: [Details to be inserted]

Facsimile: [Details to be inserted]

Email: [Details to be inserted]

Attention: [Details to be inserted]

EXECUTION

Executed as a deed

**Executed for and on behalf of ~~Rail Corporation~~
~~New South Wales~~ Sydney Trains in the
presence of:**

Signature of Witness

Signature of Authorised Officer

Name of Witness (print)

Name of Authorised Officer (print)

**Executed by UGL Unipart Rail Services Pty
Ltd:**

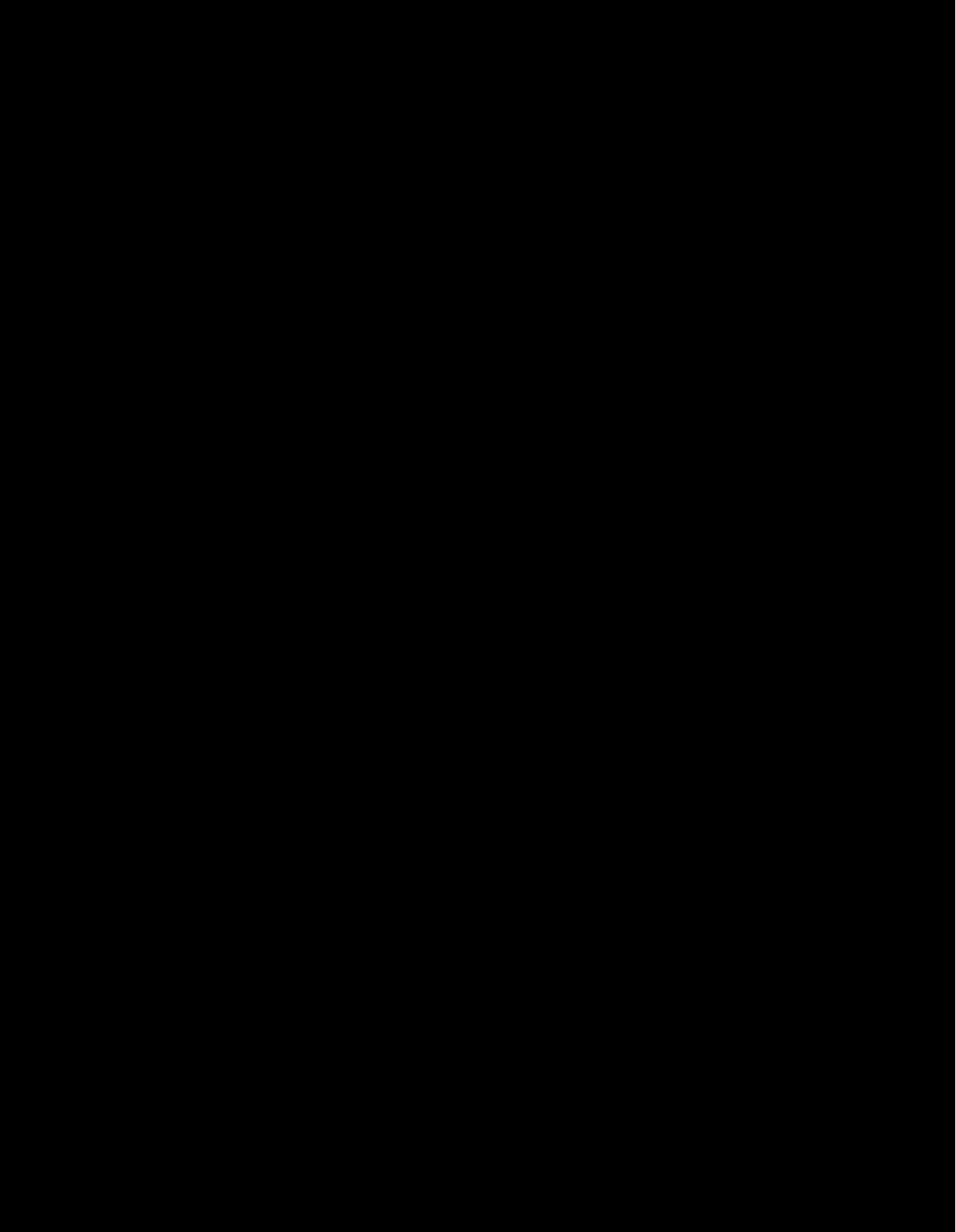
Signature of director

Signature of director/secretary

Name

Name





~~Schedule 13~~ **Schedule 14 - List of OEMs and Nominated Suppliers**

Diesel Fleet

Supplier	Component Parts
Atlas Copco Australia Pty Ltd	Atlas Copco Compressor
Cummins South Pacific Pty Ltd	Cummins Engines
	Cummins Engine Control Panels
Dellnar Couplers AB	Dellnar Intercar Couplers
Faiveley Transport Australia Ltd	Trip Cocks
	Master Controller
	Brake Equipment
	Brake Equipment (Electronic)
MAN Diesel & Turbo Australia Pty Ltd	Paxman VP185 Engine & Injectors
	Serck Cooling Group
Shock & Vibration Technologies	Compressors
SMC Pneumatic (Australia) Pty Ltd	Door Systems
United Group Infrastructure	Fischer Data Loggers
Voith Turbo Pty Ltd	Voith Transmission
	Scharfenberg Intercar Couplers
	Koni Dampers
Wormald	Underframe Fire Protection System
OneSteel Rail & Forge (used to be ComSteel)	Wheels & Axles

Relevant Electric Fleet

Supplier	Component Parts
Air Springs Supply Pty Ltd (Australian agent for Bridgestone air bellows)	Air bellows (air bags)

Faiveley Transport Australia Ltd	Air brake component, Safety valves
	Toilet, Horn
Festo Pty Ltd	Door motor assembly on L, R, S, C, K
Hubner GmbH	OSCar gangway
Kawasaki Heavy Industries Ltd	Secondary air spring bellow
Knorr-Bremse Australia Pty Ltd	"J" clip on brake pad holder
	Air brake component, Safety valves
Mitsubishi Electric Australia Pty Ltd	Tangara desiccant air drier & oil filter system
	Relay for Tangara, Double Deck Suburban, Double Deck Intercity
	High tension switchgear for L, R, S, C, K, V, T, G
	RBX Relay cards on all suburban and outer suburban Tangara cars
	Double deck intercity PR resistor assembly
	Software for V set chopper regenerative brake control improvement
	Camshaft interlock assembly
	Tangara chopper & inverter drive, OSCar inverter drive
	OSCar air conditioner
Norgren Pty Ltd	Membrane Drier/Oil Filter System for Double deck suburban and Double deck intercity
	Reclassifier & carbon drain valve for Double deck suburban and Double deck intercity
	Membrane Dryer/Air Filter System for L, R, S, V
Saft Batteries Pty Ltd	Ni-Cd batteries for Tangara
Schunk (Australia) Pty Ltd	Carbon brush approved grades
Siemens Ltd	Tangara train radio and PA/Intercom handset
Sigma Coachair Group Pty Ltd	Tangara air conditioner
	C, K set air conditioner
	Intercity (V set) air conditioner
SMC Pneumatics (Australia) Pty Ltd	Tangara park brake control valve

Sojitz Australia Ltd (Australia agent for Nippon Sharyo)	Tangara bogies parts
SOS Communications	Test tone oscillator on the guard's control cabinet
Voith Turbo Pty Ltd (or Voith Turbo Scharfenberg Pty Ltd)	Tangara couplers
Atlas Copco Australia Pty Ltd	OSCar Air compressor
Austbreck Pty Ltd	Pantograph pan head arc horns (eg. Tangara)
Dellner Couplers AB	OSCar couplers
Futuris Brakes International	All suburban and intercity approved brake blocks
	All suburban and intercity abrasive trim blocks
OneSteel Rail & Forge (used to be ComSteel)	Wheels & Axles
Sigra Technology Australia Pty Ltd	Air hoses
	Dampers (shock absorbers) overhauler
	Anti roll bar vertical links for Tangara
Vulcanite Rubber Products	Tangara intercar gangway diaphragm
Zhuzhou Times New Material Technology Co., Ltd (or known as TMT)	Tangara primary springs
Toyo	Tangara primary springs for motor bogies
Continental	Tangara primary springs for trailer bogies
Noske-Kaeser	S set crew air conditioner

Schedule 14 **Schedule 15** - L3C Contractor disclosed exclusive arrangements with OEMs and Nominated Suppliers

None.

~~Schedule 15~~ Schedule 16 - Not used

~~Schedule 16~~ Schedule 17 - Transition Out Deed

#[~~RailCorp Sydney Trains~~ Note: This Transition Out Deed is currently drafted so that the L3C Services must be transferred from the L3C Contractor to the Replacement Contractor. In the event that the L3C Services will be transferred from the L3C Contractor to ~~RailCorp Sydney Trains~~, consequential amendments will be made to this Transition Out Deed.]#

Transition Out Deed

L3C Agreement - Contract No. WS53007 - Provision of Rolling Stock Level 3 Maintenance and Logistics Services

~~Rail Corporation New South Wales~~ Sydney Trains

ABN ~~38 284 779 68259 325 778 353~~

UGL Unipart Rail Services Pty Ltd

ACN 154 895 940

#[Name of Replacement Contractor]#

ABN #[insert ABN/ACN]#

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Key details

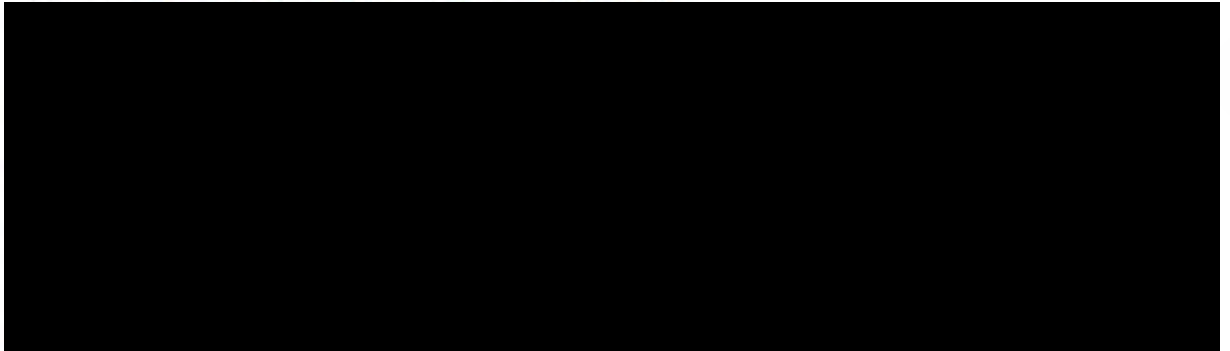
Date

Parties

[Sydney Trains](#) ~~RailCorp~~

Name ~~Rail Corporation New South Wales~~ [Sydney Trains](#)

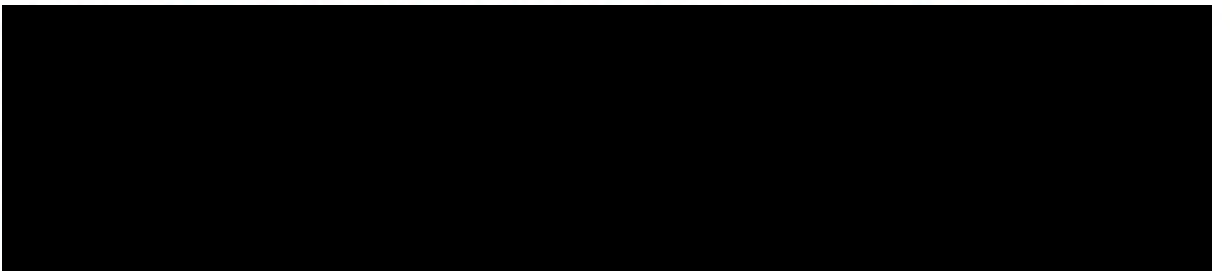
ABN ~~59 325 778 35338~~ [284 779 682](#)



L3C Contractor

Name UGL Unipart Rail Services Pty Ltd

ACN 154 895 940



Replacement Contractor

Name ~~#[insert name]#~~

ABN ~~#[insert ACN/ABN if applicable]#~~

Address ~~#[insert address]#~~

Attention ~~#[insert]#~~

Fax ~~#[insert]#~~

Email ~~#[insert]#~~

Background

- A. [RailCorpSydney Trains](#)'s principal objective is to deliver safe and reliable railway passenger services in New South Wales in an efficient, effective and financially responsible manner.
- B. As a part of the delivery of safe and reliable passenger services, [RailCorpSydney Trains](#) requires the provision of rolling stock maintenance, logistics and purchasing services.
- C. The L3C Contractor is required to provide the L3C Services to [RailCorpSydney Trains](#) under the L3C Agreement.
- D. [RailCorpSydney Trains](#) and the Replacement Contractor have entered into the Replacement Agreement. Under the Replacement Agreement, the Replacement Contractor must provide the Replacement Services to [RailCorpSydney Trains](#). The Replacement Services are similar to the L3C Services.
- E. The L3C Agreement requires the L3C Contractor to assist [RailCorpSydney Trains](#) with transferring the L3C Services to the Replacement Services provided by the Replacement Contractor.
- F. The L3C Contractor must assist [RailCorpSydney Trains](#) transfer the L3C Services to the Replacement Services which will be performed by the Replacement Contractor, in accordance with the terms of this deed.
- G. The Replacement Contractor has agreed to participate in that transfer process on the terms of this deed.

Terms

1. Interpretation

1.1 Definitions

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

Associate means, in relation to a person, any Related Body Corporate of that person and any officer, employee, agent, contractor, consultant, nominee, licensee, invitee or advisor of that person or that Related Body Corporate and:

- (a) in the case of the Replacement Contractor and the L3C Contractor, includes their Subcontractors, and those Subcontractor's respective Associates (but does not include [RailCorpSydney Trains](#) or any of its Associates);
- (b) in the case of [RailCorpSydney Trains](#), does not include the Replacement Contractor, the L3C Contractor or their Associates.

Business Days means a day other than:

- (a) a Saturday, Sunday or a public holiday as gazetted in NSW; or
- (b) a day falling within the period:
 - (i) commencing on the Monday before 24 December in any given year; and
 - (ii) ending on the Friday following 1 January in the following year.

Cars has the meaning given under the L3C Agreement.

Claim includes any claim for payment of money (including damages):

- (a) under, arising out of, or in any way in connection with:
 - (i) this deed;
 - (ii) the L3C Agreement;
 - (iii) the Replacement Agreement;
 - (iv) the L3C Services;
 - (v) the Replacement Services; or
 - (vi) the Transition Out Services;
- (b) arising out of or in connection with either party's conduct before the date of this deed; or
- (c) otherwise at Law or in equity including:
 - (i) statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution.

Consequential Loss or Damage means:

- (a) subject to (b) loss of revenue, loss of profit or anticipated profit, loss of use, loss of patronage, loss of sales, loss of turnover, loss of reputation (or damage to it), loss of production, loss of goodwill or any other loss or damage of a similar nature;
- (b) Consequential Loss or Damage excludes:
 - (i) the cost of arranging alternative transportation; or
 - (ii) any costs that [RailCorp Sydney Trains](#) incurs in having the L3C Services or the Transition Services (as the case may be) provided at a location other than the Site or provided by a person other than the L3C Contractor or the Replacement Contractor (as the case may be).

Corporations Act means the Corporations Act 2001 (Cth).

Date of this Deed means the date on which this deed is executed by [RailCorp Sydney Trains](#). Governance Board has the meaning given to that term under the L3C Agreement.

Deed of Extension and Variation means the document entitled "[Deed of Extension and Variation - L3C Agreement](#)" between [Sydney Trains](#) and the L3C Contractor dated on or about [1 July 2019](#).

Independent Assessor means a suitably qualified person engaged by [RailCorp Sydney Trains](#) to produce the Indicative Asset Statement.

Indicative Asset Statement means the statement setting out the details required by clause 12.

Intellectual Property has the meaning given under the L3C Agreement.

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

L3C Agreement means the document entitled L3C Agreement between agreement of that name entered into by RailCorp Sydney Trains and the L3C Contractor dated on or about 23 December 2011, as extended and varied by the Deed of Extension and Variation.

L3C Contractor Representative means the person that is nominated by the L3C Contractor to act as its representative and exercise the powers set out in clause 15.2 who on the Date this Deed is executed by the L3C Contractor is the person listed in clause 18.3.

L3C Inventory means all goods and materials used by the L3C Contractor to provide the L3C Services.

L3C Services means all things which the L3C Contractor is or may be required to do under the L3C Agreement.

L3C Transaction Documents has the meaning given to that term in the L3C Agreement.

Law includes:

- (a) legislation of New South Wales or the Commonwealth, including delegated legislation or policy enforceable under such legislation or delegated legislation; and
- (b) certificates, licenses, consents, permits, approvals and other requirements of Authorities,

and fees and charges payable in connection with the foregoing.

Lease means the lease entered into by RailCorp and the L3C Contractor on or about 1 July 2012 for the Site.

Plant means the necessary tools (excluding hand tools), machines or vehicles used by the L3C Contractor in providing the L3C Services or otherwise performing any of its obligations under the L3C Agreement or Lease.

Rail Infrastructure Facilities has the same meaning as in the Transport Administration Act 1988 (NSW) and includes "rail infrastructure of a railway" as that term is defined in the Rail Safety Act 2008 (NSW); Rail Safety National Law.

Rail Safety National Law means the Rail Safety National Law (NSW), as defined in the Rail Safety (Adoption of National Law) Act 2012 (NSW), and any associated regulations.

~~RailCorp Representative means the person that is nominated by RailCorp to act as its representative and exercise the powers set out in clause 15.1 who on the Date of this Deed is executed by RailCorp is the person listed in clause 18.3.~~

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

Related Body Corporate has the meaning given to it in the Corporations Act.

Replacement Agreement means the agreement of that name to be entered into by RailCorp Sydney Trains and the Replacement Contractor.

Replacement Contractor Representative means the person that is nominated by the Replacement Contractor to act as its representative and exercise the powers set out in clause 15.3 who on the Date of this Deed is executed by the Replacement Contractor is the person listed in clause 18.3.

Replacement Inventory means all goods and materials used by the Replacement Contractor to provide the Replacement Services.

Replacement Services means the services that the Replacement Contractor must provide under the Replacement Agreement.

Rotable Parts has the meaning given under the L3C Agreement.

Site means the Auburn service centre located at 1 Manchester Road, Auburn NSW, being Part of Folio Identifier ~~3802/11685941/833989 and part of Folio Identifier 4/1007656 being Lots 2 and 3 in Deposited Plan 1115209~~ and all buildings, improvements (including Rail Infrastructure Facilities) on that land.

Standards means any standard, specification, guide, code, manual or other document (howsoever described) that specifies requirements or standards for the performance of the Transition Out Services.

Subcontractor means any subcontractor (including consultant or supplier) of the Replacement Contractor or the L3C Contractor (as the case may be).

Sydney Trains Representative means the person that is nominated by Sydney Trains to act as its representative and exercise the powers set out in clause 15.1 who on the Date of this Deed is executed by Sydney Trains is the person listed in clause 18.3.

Term means the period commencing on the Date of this Deed and expiring on the date on which all parties have complied with all of their obligations under this deed.

Transition Inventory means the L3C Inventory which will not be used by the L3C Contractor in the provision of the L3C Services and its Associates before the expiry of the Transition Out Phase but instead will be used as Replacement Inventory by the Replacement Contractor and its Associates to provide the Replacement Services.

Transition Out Commencement Date means [insert the date determined in accordance with the L3C Agreement].

Transition Out Phase means the period commencing on the Transition Out Commencement Date and expiring on, unless otherwise requested by ~~RailCorp~~Sydney Trains, the day which 6 months after the Transition Out Commencement Date.

Transition Out Services means the services set out in Schedule 1.

Transition Out Services Program means a program provided to the L3C Contractor and the Replacement Contractor in accordance with clause 6.

Transition Package means a package of documentation which at a minimum includes all the information set out in Schedule 2 and is correct at the time it is received by ~~RailCorp~~Sydney Trains.

1.2 Interpretation

- (a) In this deed unless the context otherwise requires:
- (i) a reference to this deed, this document or a similar term means either the agreement set out in this document or the document itself, as the context requires.
 - (ii) a reference to any Act, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.

- (iii) a reference to the singular includes the plural number and vice versa.
 - (iv) a reference to a party means a person who is named as a party to this deed.
 - (v) person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.
 - (vi) a reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes and assigns.
 - (vii) includes means includes but without limitation.
 - (viii) where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
 - (ix) a reference to doing something includes an omission, statement or undertaking (whether or not in writing) and includes executing a document.
 - (x) a reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to, this deed.
- (b) A heading is for reference only. It does not affect the meaning or interpretation of this deed.
 - (c) Any schedule attached to this deed forms part of it. If there is any inconsistency between any clause of this deed and any provision in any schedule or attachment, the clause of this deed will prevail.
 - (d) Nothing in this deed in any way restricts or otherwise affects the unfettered discretion of [RailCorp Sydney Trains or any other Rail Transport Agency](#) regarding the exercise of ~~their~~ respective statutory functions and powers and the other parties acknowledge [RailCorp Sydney Trains's or a Rail Transport Agency's](#) rights under Schedules 6A and 6B of the Transport Administration Act 1988 (NSW) and under the Rail Safety Act 2008 (NSW).

2. Term

- (a) This deed commences on the Date of this Deed and will continue for the Term.
- (b) If the L3C Agreement is terminated, [RailCorp Sydney Trains](#) may terminate this deed by notice to the other parties and such termination will be effective from the date specified in that notice.

3. Interaction between agreements

3.1 No limitation

Nothing in this deed limits or otherwise affects:

- (a) the L3C Contractor's obligations to provide the L3C Services in accordance with the L3C Agreement; or
- (b) the Replacement Contractor's obligations to provide the Replacement Services in accordance with the Replacement Agreement.

3.2 Ambiguous terms

- (a) If [RailCorpSydney Trains](#) considers that there is, or the L3C Contractor notifies [RailCorpSydney Trains](#) in writing that it considers there is, an ambiguity, discrepancy or inconsistency in, or between, this deed and any other L3C Transaction Document, [RailCorpSydney Trains](#) must provide the L3C Contractor with a notice setting out the required interpretation of this deed in accordance with clause 2.5(a) of the L3C Agreement and the L3C Contractor must follow that interpretation.
- (b) If [RailCorpSydney Trains](#) considers that there is, or the Replacement Contractor notifies [RailCorpSydney Trains](#) in writing that it considers there is, an ambiguity, discrepancy or inconsistency in, or between, this deed and the Replacement Agreement, [RailCorpSydney Trains](#) must provide the Replacement Contractor with a notice setting out the required interpretation of this deed and the Replacement Contractor must follow that interpretation.
- (c) In giving a notice under clauses 3.2(a) or 3.2(b), [RailCorpSydney Trains](#) is not required to determine whether or not there is an ambiguity or discrepancy or inconsistency in, or between, this deed and the other relevant agreement.
- (d) Any notice that [RailCorpSydney Trains](#) gives under clauses 3.2(a) or 3.2(b) does not in any way lessen or otherwise affect:
 - (i) the L3C Contractor's obligations under any L3C Transaction Document or according to Law;
 - (ii) the Replacement Contractor's obligations under this deed, the Replacement Agreement or according to Law;
 - (iii) [RailCorpSydney Trains's](#) rights against the L3C Contractor whether under a L3C Transaction Document or according to Law; or
 - (iv) [Sydney TrainsRailCorp's](#) rights against the Replacement Contractor whether under this deed, the Replacement Agreement or according to Law.
- (e) The L3C Contractor must not make, and [RailCorpSydney Trains](#) will not be liable upon, any Claim in connection with any notice given by [RailCorpSydney Trains](#) under clause 3.2(a).
- (f) The Replacement Contractor must not make, and [RailCorpSydney Trains](#) will not be liable upon, any Claim in connection with any notice given by [RailCorpSydney Trains](#) under clause 3.2(b).

4. Cooperation

- (a) The parties must use their best endeavours to encourage, develop and maintain a cooperative relationship between themselves and their respective employees, agents, contractors, consultants, nominees, licensees, invitees and advisors in order to identify and manage the transfer of the L3C Services from the L3C Contractor to the Replacement Services to be performed by the Replacement Contractor.
- (b) [RailCorpSydney Trains](#), the L3C Contractor and the Replacement Contractor agree that:

- (i) the parties will do all things reasonably within their power that are necessary to achieve their common purpose and shared goals as set out in this deed;
- (ii) each party will act reasonably, responsibly and in good faith, giving due regard to the views of the other parties, when reaching decisions, giving approvals or exercising discretions;
- (iii) the parties will engage in open, honest communication and timely sharing of information;
- (iv) the parties will encourage and respond constructively to objective, candid performance assessments by the other parties;
- (v) the parties will use their best endeavours to resolve all differences between them through negotiation in good faith; and
- (vi) the parties will use their best endeavours to make available, where possible, the appropriate number of human resources with the appropriate technical skills and experience to progress the matters contemplated by this deed.

5. Access

Subject to clause 14, the L3C Contractor must provide [RailCorp Sydney Trains](#) and the Replacement Contractor with access to the Site on and from the Transition Out Commencement Date, to allow [RailCorp Sydney Trains](#) and the Replacement Contractor to perform all relevant Transition Out Services in accordance with the Transition Out Services Program.

6. Transition Out Services Program

6.1 Transition Out Services Program

The parties must perform the Transition Out Services in accordance with the most recent Transition Out Services Program provided by [RailCorp Sydney Trains](#) or determined by the Governance Board.

6.2 Updates to the Transition Out Services Program

- (a) On the first Business Day in each month from the Transition Out Commencement Date until the expiry of the Transition Out Phase, [RailCorp Sydney Trains](#) must provide the L3C Contractor and the Replacement Contractor with a Transition Out Services Program which must set out for the period commencing on the date of that program and expiring on the last day of the Transition Out Phase, the times at which the parties must provide the Transition Out Services.
- (b) [RailCorp Sydney Trains](#) must use reasonable endeavours to ensure that the requirements of each Transition Out Services Program will not have a material adverse impact on the L3C Contractor's ability to provide the L3C Services in accordance with the L3C Agreement.
- (c) Within 5 Business Days of receiving a Transition Out Services Program, the L3C Contractor must provide [RailCorp Sydney Trains](#) with notice of any amendments the L3C Contractor reasonably requires to that Transition Out Services Program to allow the L3C Contractor to provide the L3C Services in accordance with the L3C Agreement.

- (d) If the L3C Contractor notifies [RailCorpSydney Trains](#) that it requires amendments to Transition Out Services Program, [RailCorpSydney Trains](#) and the L3C Contractor must seek to agree any such amendments within 5 Business Days of the L3C Contractor providing notice of the amendments.
- (e) If [RailCorpSydney Trains](#) and the L3C Contractor agree amendments to a Transition Out Services Program as contemplated by clause 6.2(d), [RailCorpSydney Trains](#) must promptly issue a revised version of that Transition Out Services Program to the other parties incorporating the agreed amendments.
- (f) If the L3C Contractor and [RailCorpSydney Trains](#) cannot agree the amendments requested by the L3C Contractor within 5 Business Days of [RailCorpSydney Trains](#) receiving notice of the requested amendments, [RailCorpSydney Trains](#) or the L3C Contractor may refer the Transition Out Services Program and the amendments to the Governance Board for resolution.
- (g) The Governance Board must determine whether any amendment is required to the Transition Out Services Program to allow the L3C Contractor to provide the L3C Services in accordance with the L3C Agreement within 5 Business Days of being provided with notice of the Transition Out Services Program and the requested amendments.
- (h) If the Governance Board determines that a Transition Out Services Program should be amended under clause 6.2(f), the Governance Board must promptly issue a revised version of that Transition Out Services Program to the parties incorporating the agreed amendments.
- (i) If the L3C Contractor notifies [RailCorpSydney Trains](#) that it requests an amendment to the Transition Out Services Program, the parties must continue to provide the Transition Out Services in accordance with the most recent Transition Out Services Program provided by [RailCorpSydney Trains](#) until:
 - (i) [RailCorpSydney Trains](#) issues a revised Transition Out Services Program under clause 6.2(e); or
 - (ii) the Governance Board issues a revised Transition Out Services Program under clause 6.2(h).

7. Transition Out Services

The parties must carry out the Transition Out Services in accordance with:

- (a) all Laws and Standards; and
- (b) otherwise in accordance with this deed.

8. Novation

- (a) The parties acknowledge and agree that:
 - (i) the L3C Agreement requires the L3C Contractor; and
 - (ii) the Replacement Agreement requires the Replacement Contractor,to promptly execute all assignments, deeds of novation, transfers, authorities or other documents as may be requested by [RailCorpSydney Trains](#) to permit all agreements, subleases and licences relating to:

- (iii) the supply of L3C Inventory;
- (iv) the maintenance of the Cars and Rotable Parts (including licences for Intellectual Property); and
- (v) the supply and maintenance of all plant, machinery or other equipment required to provide the L3C Services;

(b) [RailCorp Sydney Trains](#) may request:

- (i) the L3C Contractor; and/or
- (ii) the Replacement Contractor,

to execute any assignments, deeds of novation, transfers, authorities or other documents that [RailCorp Sydney Trains](#) considers, in its absolute discretion, are necessary to transfer contracts relevant to the uninterrupted supply of the L3C Services from the L3C Contractor to the Replacement Services to be provided by the Replacement Contractor.

(c) The L3C Contractor, or the Replacement Contractor (as the case may be), must comply with any request it receives from [RailCorp Sydney Trains](#) under clause 8(b) within the time specified in that request.

(d) If the L3C Contractor fails to comply with any obligation under this clause 8, [RailCorp Sydney Trains](#) may provide the L3C Contractor with 5 Business Days' notice to rectify that failure. If the L3C Contractor fails to rectify such a failure in accordance with the time required under any such notice, the L3C Contractor irrevocably appoints, with effect from expiry of the applicable 5 Business Day period under [RailCorp Sydney Trains's](#) notice, [RailCorp Sydney Trains](#) and such persons as are from time to time nominated by [RailCorp Sydney Trains](#), jointly and severally, as its attorney with full power and authority to:

- (i) perform any of the L3C Contractor's obligations under; and
- (ii) execute any agreement or novation contemplated by,

this clause 8.

(e) The Replacement Contractor irrevocably appoints, with effect from the Transition Out Commencement Date, [RailCorp Sydney Trains](#) and such persons as are from time to time nominated by [RailCorp Sydney Trains](#), jointly and severally, as its attorney with full power and authority to:

- (i) perform any of the Replacement Contractor's obligations under; and
- (ii) execute any agreement or novation contemplated by, this clause 8.

9. LC3 Contractor obligations

On and from the Transition Out Commencement Date, the L3C Contractor must:

- (a) carry out the Transition Out Services as required by this deed;
- (b) facilitate the smooth transfer of responsibility of the performance of the L3C Services to the Replacement Services to be provided by the Replacement Contractor;

- (c) take no action at any time which is calculated or intended, directly or indirectly, to prejudice or frustrate or make such transfer more difficult;
- (d) do all other acts and things reasonably required to enable the Replacement Contractor to be in a position to provide the Replacement Services on and from the expiry of the Transition Out Phase;
- (e) ensure that all leases in respect of leased plant or equipment that are required in order to provide the L3C Services expire on the last day of the Transition Out Phase and contain a provision under which [RailCorp Sydney Trains](#), or [RailCorp Sydney Trains's](#) nominee, has the option to enter into new leases of the leased equipment on terms mutually agreeable to both the lessor and [RailCorp Sydney Trains](#); and
- (f) ensure that no Plant, L3C Inventory or any other property of [RailCorp Sydney Trains](#) or a [Rail Transport Agency](#) (including any railway cars) is removed from the Site by the L3C Contractor, or the L3C Contractor's Associates, except as permitted by the L3C Agreement or with the prior written consent of [RailCorp Sydney Trains](#).

10. Replacement Contractor obligations

The Replacement Contractor must:

- (a) carry out the Transition Out Services as required by this deed;
- (b) not unreasonably restrict, or otherwise prevent, the L3C Contractor from performing the L3C Services in accordance with the L3C Agreement;
- (c) ensure that no Plant, L3C Inventory or any other [property of Sydney Trains or a Rail Transport Agency](#) ~~RailCorp property~~ (including any railway cars) is removed from the Site by the Replacement Contractor or the Replacement Contractor's Associates;
- (d) ensure that no L3C Contractor property is removed from the Site by the Replacement Contractor or the Replacement Contractor's Associates;
- (e) not damage any of the L3C Contractor's property on or around the Site; and
- (f) comply with any direction given by the L3C Contractor which is reasonably necessary to avoid:
 - (i) the destruction or loss of, or damage to, any property; or
 - (ii) the personal injury, illness or death of any person.

11. Risk

11.1 Liability

- (a) Each of the L3C Contractor and [RailCorp Sydney Trains](#) acknowledges and agrees that its liability to the other party under this deed is limited by the operation of clause 38 of the L3C Agreement.
- (b) Nothing in this deed is intended to render the L3C Contractor liable to [RailCorp Sydney Trains](#) for the same loss twice.
- (c) The L3C Contractor is not liable to the Replacement Contractor for Consequential Loss or Damage.

- (d) The Replacement Contractor is not liable to the L3C Contractor for Consequential Loss or Damage.

11.2 Insurance

- (a) The Replacement Contractor must effect broad form public and products liability insurance written on an occurrence basis for not less than an amount reasonably determined by [RailCorpSydney Trains](#) for any one occurrence (and for an amount reasonably determined by [RailCorpSydney Trains](#) for all product liability claims in any one 12 month policy period), covering:
- (i) the liability of the Replacement Contractor and its Associates;
 - (ii) loss of, or damage to, or loss of use of, any real or personal property (including all Cars, L3C Inventory and Plant);
 - (iii) the personal injury, disease or illness (including mental illness) to, or death of, any person; and
 - (iv) any indemnity given by the Replacement Contractor under this deed,
- arising out of or in connection with the services the Replacement Contractor must provide under this Deed and the Replacement Agreement.
- (b) The Replacement Contractor must, in addition to the insurance which it is required to effect pursuant to clause 11.2(a), effect and maintain all insurances in a manner and to the extent which is reasonable and customary for a prudent business enterprise engaged in a similar business to the provision of the services under this deed.
- (c) The insurance required under clause 11.2(a) effected by the Replacement Contractor in compliance with this clause 11.2 must:
- (i) be taken out with reputable insurers; and
 - (ii) note the interest of [RailCorpSydney Trains](#) and the L3C Contractor.

12. Indicative Asset Statement

- (a) On or around the day one month prior to the expiry of the Transition Out Phase, [RailCorpSydney Trains](#) will procure that the Independent Assessor produce the Indicative Asset Statement which, in respect of each item of Plant and Transition Inventory, sets out the current condition, current quantity and current value of each such item (calculated in accordance with the then current Australian accounting standards issued by the Australian Accounting Research Foundation on behalf of the professional accounting bodies).
- (b) The Independent Assessor will prepare the Indicative Asset Statement and provide each party with a copy of that Indicative Asset Statement.
- (c) The cost of the Indicative Asset Statement will be shared equally by the [RailCorpSydney Trains](#) and the Replacement Contractor and the Replacement Contractor's contribution towards that cost will be a debt due and payable by the relevant party to [RailCorpSydney Trains](#).
- (d) If any party wishes to dispute the Indicative Asset Statement, that party must refer those aspects of the Indicative Asset Statement for dispute resolution under clause 17 within 10 Business Days of that party receiving the Indicative Asset Statement.

- (e) Each party is deemed to agree with, and adopt, all aspects of the Indicative Asset Statement:
 - (i) if no aspect of the Indicative Asset Statement is referred to dispute resolution in accordance with clause 12(d); or
 - (ii) if any aspect of the Indicative Asset Statement is referred to dispute resolution in accordance with clause 12(d), on the day that the Governance Board provides [RailCorp Sydney Trains](#) with notice that it has determined all disputes in relation to any such aspect (in which case the Indicative Asset Statement adopted and agreed by the parties will be deemed to include any amendments determined by the Governance Board).
- (f) The L3C Contractor and the Replacement Contractor must, at their own cost, cooperate with [RailCorp Sydney Trains](#) and the Independent Assessor and provide [RailCorp Sydney Trains](#) and the Independent Assessor with any reasonable assistance required by [RailCorp Sydney Trains](#) or the Independent Assessor during the production of the Indicative Asset Statement. The L3C Contractor must provide [RailCorp Sydney Trains](#) and the Independent Assessor with adequate access to the Site to allow the Independent Assessor to produce the Indicative Asset Statement.
- (g) [RailCorp Sydney Trains](#) must use reasonable endeavours to procure that the Independent Assessor minimises any disruption caused to the provision of the L3C Services by the L3C Contractor when accessing the Site to produce the Independent Asset Statement.

13. Transition

13.1 Transition Packages

- (a) The L3C Contractor must:
 - (i) within 10 Business Days of the Transition Out Commencement Date, prepare and provide [RailCorp Sydney Trains](#) with 2 draft Transition Packages;
 - (ii) provide [RailCorp Sydney Trains](#) with a list of any updates to the Transition Packages on the first Business Day each month until the expiry of the Transition Out Phase; and
 - (iii) provide [RailCorp Sydney Trains](#) with 2 complete Transition Packages on the last day of the Transition Out Phase.
- (b) The L3C Contractor acknowledges and agrees that [RailCorp Sydney Trains](#) may promptly provide each version of the Transition Package, and any information in relation to updates to the Transition Packages, to the Replacement Contractor.

13.2 Transition

The L3C Contractor must ensure that:

- (a) all Transition Inventory;
- (b) all Plant; and

- (c) all other property belonging to [RailCorpSydney Trains or their Associates](#), or a [Rail Transport Agency or their](#) ~~and its~~ Associates in the possession of the L3C Contractor,

is beneficially owned so as to be capable of transfer to [Sydney Trains or a Rail Transport Agency \(as nominated\)](#) and at 5pm on the last day of the Transition Out Phase, the L3C Contractor must deliver to [RailCorpSydney Trains](#), or at [RailCorpSydney Trains's](#) direction, to the Replacement Contractor (together with full identification and itemisation details set out in a schedule) all such property in the condition required by the L3C Agreement.

13.3 Close out

- (a) The parties acknowledge and agree that [RailCorpSydney Trains](#) may by notice direct that the Transition Out Services will not be required under this deed. Such a notice must state that it is a direction under this clause 13.3.
- (b) If [RailCorpSydney Trains](#) gives a direction under clause 13.3(a):
- (i) the L3C Contractor and the Replacement Contractor will not be required to provide the Transition Out Services;
 - (ii) the L3C Contractor is not entitled to make, and [RailCorpSydney Trains](#) will not be liable upon, any Claim arising from, or in connection with, that direction or otherwise in connection with this deed; and
 - (iii) the Replacement Contractor is not entitled to make, and [RailCorpSydney Trains](#) will not be liable upon, any Claim arising from, or in connection with, that direction or otherwise in connection with this deed.

14. ~~Occupational~~ Work Health and Safety

- (a) The L3C Contractor is the occupier and controller of the Site and must:
- (i) identify any foreseeable hazard arising from the Site that has the potential to harm the health or safety of any person accessing, using or egressing from the Site;
 - (ii) inform all persons who enter the Site, including any of [RailCorpSydney Trains's](#) Associates or the Replacement Contractor's Associates, of any such hazards by carrying out an appropriate Site induction; and
 - (iii) take all reasonably practicable steps to eliminate or control the risks arising from such hazards.
- (b) The Replacement Contractor acknowledges and agrees that any of the Replacement Contractor's Associates who wish to enter the Site must first undergo an induction by the L3C Contractor.
- (c) The Replacement Contractor must ensure that it, and its Associates, comply with all directions given by the L3C Contractor in connection with ~~work~~occupational health and safety whilst accessing, exiting or otherwise being present on the Site.
- (d) The Replacement Contractor indemnifies the L3C Contractor:
- (i) against any Claim brought against the L3C Contractor by any person; and
 - (ii) from any loss incurred or damage suffered by the L3C Contractor,

arising out of or in any way in connection with ~~occupational work~~ health and safety at the Site to the extent that such Claim, loss or damage arises directly from the Replacement Contractor, or the Replacement Contractor's Associates, not complying with the requirements of this clause 14.

15. Representatives

15.1 RailCorpSydney Trains Representative

- (a) RailCorpSydney Trains must ensure that at all times there is a RailCorpSydney Trains Representative who may:
 - (i) exercise all of the powers of RailCorpSydney Trains under this deed; and
 - (ii) by notice in writing to the other parties delegate any of the RailCorpSydney Trains Representatives powers, except the power to delegate.
- (b) RailCorpSydney Trains may replace the RailCorpSydney Trains Representative from time to time. If RailCorpSydney Trains replaces the RailCorpSydney Trains Representative, it will provide the other parties with prompt notice of the replacement RailCorpSydney Trains Representative's details.
- (c) The L3C Contractor and the Replacement Contractor must comply, and ensure that their Associates comply, with all reasonable instructions given by RailCorpSydney Trains or the RailCorpSydney Trains Representative with respect to the carrying out of their respective obligations under this deed.

15.2 L3C Contractor Representative

- (a) The L3C Contractor must ensure that at all times there is a L3C Contractor Representative who:
 - (i) oversees the carrying out of the L3C Contractor's obligations under this deed;
 - (ii) acts as the authorised representative of the L3C Contractor; and
 - (iii) is available (or has a delegate notified in writing to RailCorpSydney Trains that is available) between 9:00 am until 5:00 pm on Business Days to liaise with the RailCorpSydney Trains Representative.
- (b) The L3C Contractor Representative may:
 - (i) exercise all of the powers of the L3C Contractor under this deed; and
 - (ii) by notice in writing to RailCorpSydney Trains delegate any of its powers except the power to delegate.
- (c) The L3C Contractor may replace the L3C Contractor's Representative with the prior written approval of RailCorpSydney Trains, which approval RailCorpSydney Trains may withhold in its absolute discretion.

15.3 Replacement Contractor Representative

- (a) The Replacement Contractor must ensure that at all times there is a Replacement Contractor Representative who:

- (i) oversees the carrying out of the Replacement Contractor's obligations under this deed;
 - (ii) acts as the authorised representative of the Replacement Contractor; and
 - (iii) is available (or has a delegate notified in writing to [RailCorpSydney Trains](#) that is available) between 9:00 am until 5:00 pm on Business Days to liaise with the [RailCorpSydney Trains](#) Representative.
- (b) The Replacement Contractor Representative may:
- (i) exercise all of the powers of the Replacement Contractor under this deed; and
 - (ii) by notice in writing to [RailCorpSydney Trains](#) delegate any of its powers except the power to delegate.
- (c) The Replacement Contractor may replace the Replacement Contractor's Representative with the prior written approval of [RailCorpSydney Trains](#), which approval [RailCorpSydney Trains](#) may withhold with reference to the criteria set out in clause 16.2(c) of the L3C Agreement.

16. Governance Board

- (a) The parties acknowledge and agree that the Governance Board meets at the times required by the L3C Agreement to determine issues arising under the L3C Agreement.
- (b) If a dispute is referred to the Governance Board for resolution under this deed:
 - (i) the Governance Board must:
 - A. address that dispute at its next meeting;
 - B. permit a reasonable number of representatives from the Replacement Contractor (including the Replacement Contractor Representative) to attend the Governance Board meeting at the times that the Governance Board is dealing with disputes under this deed and participate in the discussion regarding the dispute; and
 - C. allow one representative from the Replacement Contractor, or any other number agreed by [RailCorpSydney Trains](#), to vote on the resolution of the dispute at that Governance Board meeting; and
 - (ii) the parties must seek to resolve the dispute in accordance with clause 17.

17. Dispute resolution

- (a) The parties agree to use their best endeavours and to act in good faith to resolve all differences regarding any matters.
- (b) Subject to clauses 17(c) and 17(d), in circumstances where a difference between the parties regarding a matter cannot be resolved then:

- (i) any party may refer the matter to the Governance Board for resolution by providing the Governance Board with notice of the matter; and
 - (ii) the parties agree to negotiate in good faith to resolve and agree on matters that have been referred to the Governance Board.
- (c) The L3C Contractor and the Replacement Contractor must cooperate with ~~RailCorp~~Sydney Trains regarding the consolidation of proceedings involving other parties relating to similar matters or issues.
- (d) Without limiting or otherwise restricting clause 17(c), in the event that a dispute arises between the parties which involves similar matters of issues to any other dispute involving ~~RailCorp~~Sydney Trains, the parties agree that:
- (i) the progress of that dispute be stayed at the request of ~~RailCorp~~Sydney Trains until ~~RailCorp~~Sydney Trains gives notice that all related disputes involving ~~RailCorp~~Sydney Trains have been resolved; or
 - (ii) the dispute may be consolidated with any related dispute involving ~~RailCorp~~Sydney Trains and that the dispute must be resolved pursuant to the dispute resolution provisions of the L3C Agreement.

18. Notices

18.1 How to give a notice

A notice, consent or other communication given under this deed is only effective if it is:

- (a) in writing, signed by or on behalf of the party giving it by any director, secretary, attorney or authorised agent of that party;
- (b) addressed to the party to whom it is to be given; and
- (c) either:
 - (i) subject always to clause 18.1(d), delivered or posted by prepaid express post to that party's address as set out in this deed or such other address as may be notified in writing by a party to the other~~sent by registered mail (by registered airmail, if the addressee is overseas) to that party's address; or~~
 - ~~(ii) sent by facsimile to that party's facsimile number; or~~
 - ~~(iii)(ii)~~ if the notice does not relate to a dispute, or a Claim, in connection with this document, sent by email to that party's email address as set out in this deed, as a scanned attachment in Adobe PDF format or such other email address as may be notified in writing by a party to the other party~~sent by email to that party's email address as a scanned attachment in Adobe PDF format.~~
- (d) Any notice, consent or other communication under this document delivered or sent by prepaid express post will only be effective if it is also sent by email as per clause 18.1(c)(ii)~~registered mail will only be effective if it is also sent by facsimile as per clause 18.1(c)(ii).~~

18.2 When a notice is given

- (a) A notice, consent or other communication that complies with this clause is regarded as given and received by the addressee:
- (i) in the case of prepaid express post sent to an address within Australia – on the second Business Day after the date of posting;
 - (ii) in the case of prepaid express post sent to an address in another country – on the fourth Business Day after the date of posting;
 - (iii) in the case of delivery by hand on the delivery at the address of the addressee as provided in this deed;
 - (iv) in the case of email at the local time (in the place of receipt of that email) that would be determined if section 13A of the Electronic Transactions Act 2000 (NSW) were to apply in respect of the email if it is delivered or sent by email.

provided that if the communication would be taken to be received on a day which is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.

- (b) The L3C Contractor and Replacement Contractor must ensure that any documents it provides, including by electronic means, are in the file structure and format for such documents as may be reasonably specified by Sydney Trains from time to time. Sydney Trains requires such documents which are submitted by email to be submitted as an attachment to an email, where the attachment is in .pdf, or where appropriate Excel, Primavera (.xer or .xml) or Microsoft Project (.mpp) format.

- ~~(a) if it is sent by mail:~~

- ~~(i) within Australia – 3 Business Days after posting; or~~
- ~~(ii) to or from a place outside Australia – 7 Business Days after posting;~~

- ~~(b) if it is sent by facsimile, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent; and~~

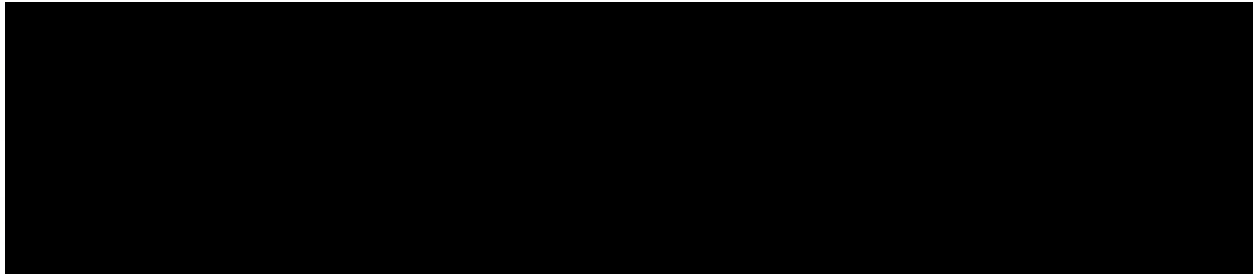
- ~~(c) if it is delivered or sent by email:~~

- ~~(i) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or~~
- ~~(ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day.~~

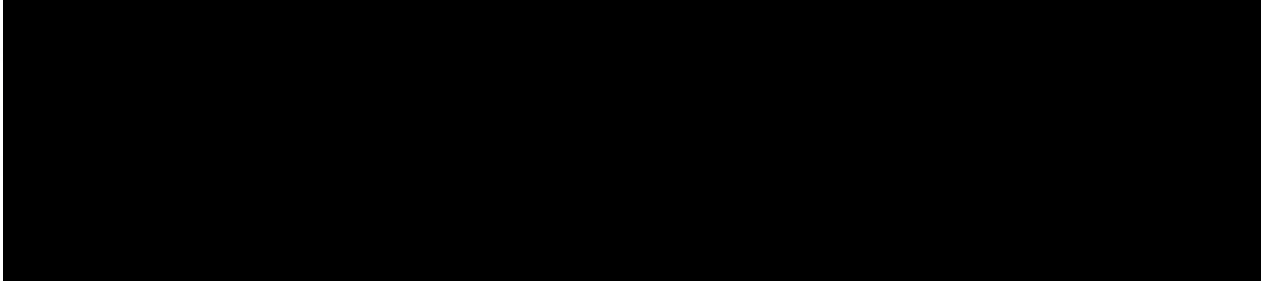
18.3 Address for notices

Each party's address and email contact details are as set out below, as the party notifies the other parties in writing or, in the case of the L3C Contractor or the Replacement Contractor, its registered office (as the case may be).

RailCorp **Sydney Trains**



L3C Contractor



Replacement Contractor

Address: [Details to be inserted]

Facsimile: [Details to be inserted]

Email: [Details to be inserted]

Attention: [Details to be inserted]

Execution

Executed as a deed

**Executed by Rail Corporation New South
Wales Sydney Trains** by its authorised officer in
the presence of:

Signature of witness

Name of witness (print)

Executed by the L3C Contractor:

Signature of director

Name

Executed by the Replacement Contractor:

Signature of director

Name

Signature of Authorised Officer

Name of Authorised Officer

Signature of director/secretary

Name

Signature of director/secretary

Name

Schedule 1 – Transition Out Services

[[Sydney Trains](#)[RailCorp](#) Note: Transition Out Services to be inserted as required under the L3C Agreement and as otherwise agreed by the parties.]

Schedule 2 – Transition Package

Each Transition Package must include a list of all such physical media (including specifications, instructions, drawings, manuals, bulletins and electronic tools), together with copies provided in soft media, embodying:

- (a) all material, documents and information contemplated by clause 1.1 of Schedule 5 to the L3C Agreement; and
- (e) the third party software which the L3C Contractor has appropriate rights to provide,

as ~~RailCorp~~Sydney Trains reasonably requests to enable ~~RailCorp~~Sydney Trains, or the Replacement Contractor, to provide the Replacement Services at a production level at least equivalent to that required for the L3C Services under the L3C Agreement including:

- (f) all documents and information used by the L3C Contractor in the performance of the L3C Services (including all reports and records required under the L3C Agreement);
- (g) accurate copies of all records required by the L3C Agreement;
- (h) the commercial information for any Subcontractor agreements in connection with the procurement of L3C Inventory including the identities of the Subcontractors and the prices paid under the agreements;
- (i) a list of all L3C Inventory;
- (j) a list of all L3C Inventory likely to become Transition Inventory; and
- (k) a list of all Plant.

~~Schedule 17~~ Schedule 18 - Reference Documents

The versions of the documents listed in this Schedule 18 which are contained ~~the~~ in the DVD attached to this L3C Agreement and labelled Reference Documents.

B Reference Documents (Volume 7) [0]

B.1 Drawings [0] Version

B.1.I Auburn Site Drawings [24]

B.1.I.1 Aerial photo of Auburn Service Centre

B.1.I.2 EM0100 Ver 2 - Presentation Shop Ver 2

B.1.I.3 EM0101 Ver 3 - RailCorp Office (SRA Office) Ver 3

B.1.I.4 EM0102 Ver 3 - Main Store (CM1) Ver 3

B.1.I.5 EM0103 Ver 2 - Building next to Site Main Office (Pizza Hut Building) Ver 2

B.1.I.6 EM0105 Ver 3 - Out of Course Shop Ver 3

B.1.I.7 EM0106 Ver 2 - Site Main Office (Administration Building) Ver 2

B.1.I.8 EM0107 Ver 3 - Component Change Out Shop Ver 3

B.1.I.9 EM0108 Ver 3 - Bogie Shop (Bay 4 Upper Level) Ver 3

B.1.I.10 EM0109 Ver 2 - Bogie Shop (Bays 5 & 6 Upper Level) Ver 2

B.1.I.11 EM0110 Ver 3 - Bogie Paint Shop Storage Area (Bay 4 Lower Level) Ver 3

B.1.I.12 EM0111 Ver 3 - Bogie Paint Shop Storage Area (Bays 5 & 6 Lower Level) Ver 3

B.1.I.13 EM0112 Ver 2 - Private Works Shop (Private Customer Bogie Shop) Ver 2

B.1.I.14 EM0113 Ver 2 - Rotable Store (Dead Rotable Store & Maintenance Shop) Ver 2

B.1.I.15 EM0114 Ver 2 - Training Rooms Ver 2

B.1.I.16 EM0116 Ver 2 - Dangerous Goods Flammable Store Ver 2

B.1.I.17 EM0117 Ver 2 - Spare (Hitachi) Wheel Lathe Ver 2

B.1.I.18 EM0221 Ver 1 - Bogie Shop & Air Brakes Amenities Ver 1

B.1.I.19 EM1418 Ver 1 - Project Shop Ver 1

B.1.I.20 EM1579 Ver 6-Evacuation, External Hydrant, Gas-Elect Isolation Mt Site Ver 6

B.1.I.21 EM1801 Ver 1 - Store & Amenities Presentation Shop Ver 1

B.1.I.22 EM1805 Ver 1 - Demountable Project Office Ver 1

B.1.I.23 FM2025 Ver 0 - Bogie Wash Ver 0

B.1.I.24 EM2082 Ver 0-Project Shop Amenities, Building Layout, Maintrain Site Ver 0

B.1.II Diesel Fleet [0]

B.1.II.A Hunter Rail Car [3]

B.1.II.A.1 B70038 sh1 - Hunter Railcar CarA GA Ver 5

B.1.II.A.2 B70038 sh2 - Hunter Railcar CarB GA Ver 5

B.1.II.A.3 B74627 - Hunter Railcar GA Ver A

B.1.II.B Xplorer-Endeavour [10]

B.1.II.B.1 Driving Motor Car Explorer 0433108 DOC Ver D

B.1.II.B.2 Driving Motor Car Explorer 0433129 BOC Ver B

B.1.II.B.3 Endeavour Diesel RailCar (luggage) 0423609 A0c Ver A

B.1.II.B.4 Endeavour Diesel RailCar (toilet) 0423608 A0c Ver A

B.1.II.B.5 GA CityRail Explorer 0397046 AOC Ver A

[B.1.II.B.6 GA CityRail Explorer 0397047 AOC Ver A](#)
[B.1.II.B.7 GA CityRail Explorer 0432880 AOC Ver A](#)
[B.1.II.B.8 GA CityRail Explorer 0432881 AOC Ver A](#)
[B.1.II.B.9 GA Explorer 0423395 AOC Ver A](#)
[B.1.II.B.10 GA SRA Endeavour Cars 0396935 COC Ver C](#)
[B.1.II.C XPT \[7\]](#)
[B.1.II.C.1 001010380 - XPT Power Cat GA Ver A1](#)
[B.1.II.C.2 002-948 - XPT Trailer Car GA Ver A](#)
[B.1.II.C.3 107-394A - XPT Gaurds Trailer Car GA Ver A](#)
[B.1.II.C.4 107-395A - XPT Buffet Trailer Car GA Ver A](#)
[B.1.II.C.5 801010890 - XPT Trailer Car GA Ver C](#)
[B.1.II.C.6 801010910 - XPT Sleeper Car GA Ver A](#)
[B.1.II.C.7 RX00 0000 15MP XPT Power Car Schematics Ver 4.0](#)

B.1.III Electric Fleet [0]

[B.1.III.A C and K Sets \[5\]](#)
[B.1.III.A.1 002-524 - Air Conditioned DD Motor Car GA \(A.Goninan\) Ver 2](#)
[B.1.III.A.2 002-525 - Air Conditioned DD Control Trailer Car GA \(A.Goninan\) Ver 3](#)
[B.1.III.A.3 004-342 - Air Conditioned DD Chopper Trailer Car GA \(A.Goninan\) Ver 0](#)
[B.1.III.A.4 004-343 - Air Conditioned DD Chopper Motor Car GA \(A.Goninan\) Ver 0](#)
[B.1.III.A.5 RR00 0000 13MP Suburban Schematics Ver 2](#)
[B.1.III.B IRS Sets \[6\]](#)
[B.1.III.B.1 001-744A - DD Motor Car GA \(A.Goninan\) Ver 2](#)
[B.1.III.B.2 001-745A - DD Trailer Car GA \(A.Goninan\) Ver 3](#)
[B.1.III.B.3 107-769A - Suburban Motor GA \(Commonwealth\) Ver A](#)
[B.1.III.B.4 107-770A - Suburban Control Trailer Car GA \(Commonwealth\) Ver A](#)
[B.1.III.B.5 107-771A - Suburban Trailer Car GA \(Commonwealth\) Ver A](#)
[B.1.III.B.6 RR00 0000 13MP Suburban Schematics Ver 2](#)
[B.1.III.C OSCar \(H Set\) \[6\]](#)
[B.1.III.C.1 B75237-S1-00-GA CONFIG ARRGT A CAR Ver 0.0](#)
[B.1.III.C.2 B75238-S1-00-GA CONFIG ARRGT B CAR Ver 0.0](#)
[B.1.III.C.3 B75239-S1-00-GA CONFIG ARRGT C CAR Ver A](#)
[B.1.III.C.4 B75323-S1-A-INTERIOR ARRGT GA A CAR Ver A](#)
[B.1.III.C.5 B75324-S1-A-INTERIOR ARRGT GA B CAR Ver A](#)
[B.1.III.C.6 B75325-S1-A-INTERIOR ARRGT GA C CAR Ver A](#)
[B.1.III.D Tangara \(T Set\) \[10\]](#)
[B.1.III.D.1 003-600 - B13600 - Outer Suburban - Trailer Car GA Ver D](#)
[B.1.III.D.2 003-600 - B13600 - Tangara - Control Trailer Car GA Ver E](#)
[B.1.III.D.3 003-600 - B13600 - Trailer Car GA Ver B](#)
[B.1.III.D.4 003-601 - B13601-1 - Motor Car GA Ver E](#)
[B.1.III.D.5 003-601 - B13601-2 - Motor Car GA Ver B](#)
[B.1.III.D.6 003-601 - B13601-3 - Outer Suburban - Motor Car GA Ver D](#)
[B.1.III.D.7 003-601 - B13601-4 - Outer Suburban - Motor Car GA Ver D](#)
[B.1.III.D.8 003-601 - B13601-5 - Outer Suburban - Motor Car GA Ver A](#)
[B.1.III.D.9 003-601 - B13601-6 - Outer Suburban - Motor Car GA Ver A](#)
[B.1.III.D.10 RT00 0000 08MP - Tangara Schematics Ver 2.0](#)

B.1.III.E V Sets [3]

B.1.III.E.1 108-688B - Intercity Trailer Car Ver B

B.1.III.E.2 108-689B - Intercity Motor Car Ver B

B.1.III.E.3 RI00 0000 02MP Intercity Schematics Ver 2.0

B.1.IV Rotable Parts [237]

B.1.IV.1 0172079 A0c ENDEAVOUR EXPLORER BOGIE TYPE PJANJA PRIMARY SPRINGS Ver A

B.1.IV.2 0290997 002-144 ASSEMBLY OF BOGIE FRAME BT 23 Ver C

B.1.IV.3 0291136 10C AIR CONDITIONED DOUBLE DECK PASSENGER CARS BOLSTER STEELWORK WELDED ASSEMBLY Ver1

B.1.IV.4 0291764 F0CPASSENGER ROLLING STOCK SKF ROLLER BEARING AXLEBOX CODE- 6R Ver F

B.1.IV.5 0291769 FLOOR HEATER WIRING ARRT Ver A

B.1.IV.6 0291797 E ROLLING STOCK SKF ROLLER BEARING AXLEBOX CODE- 7R Ver E

B.1.IV.7 0291797 E0c ROLLING STOCK SKF ROLLER BEARING AXLEBOX CODE- 7R Ver E

B.1.IV.8 0291800 F0c ELECTRIC ROLLING STOCK SKF ROLLER BEARING AXLEBOX (WITH TRIPGEAR BRACKET PAD) CODE 6RT. Ver E

B.1.IV.9 0295741 002-069 DDS - SPREADER BEAM ARRGT JF & JT BOGIE Ver C

B.1.IV.10 0295741 C0c DDS - SPREADER BEAM ARRGT JF & JT BOGIE Ver C

B.1.IV.11 0295806 F0C 7 STEP RELAY VALVE ASS'Y. WESTCODE ® Ver F

B.1.IV.12 0295816 A0C DISTRIBUTOR VALVE TYPE EST 4DRELELSI Ver I

B.1.IV.13 0295991 A0C ELECTRIC ROLLING STOCK BOGIE BOLSTER ASSEMBLY J.C. TYPE MOTOR BOGIE Ver A

B.1.IV.14 0296161 A0C DD MOTOR CAR COUPLER AND DRAFTGEAR ARRGT. (Nº 2 END) Ver A

B.1.IV.15 0297708 K0c PASSENGER ROLLING STOCK AUTOMATIC COUPLER GENERAL DIMENSIONS ANNEALING LUGS & MARKING DIAGRAM. Ver K

B.1.IV.16 0299851 D0c PASSENGER ROLLING STOCK HIGH TENSILE AUTOMATIC COUPLERS. Ver D

B.1.IV.17 0300999 F0C Ver F

B.1.IV.18 0300999 F0C 0300999 F0C ELECTRIC ROLLING STOCK BOLSTER SPREADER BEAM N.S.W. - G.R. JD BOGIE.ti Ver F

B.1.IV.19 0300999 F0C ELECTRIC ROLLING STOCK BOLSTER SPREADER BEAM N.S.W. - G.R. JD BOGIE Ver F

B.1.IV.20 0301095 B0C BOLSTER H BOGIES - NSWGR Ver B

B.1.IV.21 0301218 101-682 F0CELECTRIC ROLLING STOCK SPREADER BEAM Ver E

B.1.IV.22 0301218 E0C ELECTRIC ROLLING STOCK SPREADER BEAM Ver E

B.1.IV.23 0301219 C0C GENERAL ARRANGEMENT MOTOR BOGIE CODE JE BOGIE NSWGR - JE & JS BOGIES ELECTRIC ROLLING STOCK Ver C

B.1.IV.24 0301357 A0C BOLSTER COMMONWEALTH PASSENGER CAR BOGIES Ver A

B.1.IV.25 0303463 H0C SECTIONS FOR HEADSTOCK & BOLSTER ASS'Y. 803 014190-1 Ver H

B.1.IV.26 0305690 D0C TANGARA SUBURBAN CARS CONTROL TRAILER CAR Nº 1 END SEMI-PERMANENT COUPLER ASSEMBLY Ver D

B.1.IV.27 0305691 E0C TANGARA SUBURBAN CARS CONTROL TRAILER CAR Nº 2 END FULL-AUTO. COUPLER ASSEMBLY WITH CABLES. PIPING & VTeRrE EAD PLATE

B.1.IV.28 0305803 C0C TANGARA SUBURBAN CARS PANTOGRAPH G.R.P. SURROUND TRAILER CAR Nº. 1 END Ver C

B.1.IV.29 0306111 A0C TANGARA SUBURBAN CARS. TRAILER CARS - PANTOGRAPHS HORN FABRICATION DETAILS. Ver A

B.1.IV.30 0306122 F0C TANGARA OUTER SUBURBAN CARS EMERGENCY COUPLER SUPPORT ARRANGEMENT Ver F

B.1.IV.31 0306234 B0C PANTOGRAPH ASSEMBLY B X 21 Ver B

[B.1.IV.32 0306408_D0c TANGARA SUBURBAN CARS SUPPORT FRAME FOR PANTOGRAPH SURROUND TRAILER CAR Nº. 1 END Ver D](#)

[B.1.IV.33 0306768 B0c TANGARA SUBURBAN CARS. AXLE FOR MOTOR BOGIE Ver B](#)

[B.1.IV.34 0306769 E0cA Ver E](#)

[B.1.IV.35 0306769 E0c TANGARA SUBURBAN CARS. WHEEL FOR MOTOR BOGIE Ver E](#)

[B.1.IV.36 0306770_D0c TANGARA SUBURBAN CARS. WHEEL FOR TRAILER BOGIE Ver D](#)

[B.1.IV.37 0306771_C0c TANGARA SUBURBAN TRAINS WHEEL & AXLE ARRANGEMENT FOR MOTOR BOGIE. Ver C](#)

[B.1.IV.38 0306772_C0c TANGARA SUBURBAN TRAINS. TRAILER BOGIE. WHEEL & AXLE ARRANGEMENT. Ver C](#)

[B.1.IV.39 0306776_C0c TANGARA SUBURBAN CARS MOTOR BOGIE Ver C](#)

[B.1.IV.40 0306779 TANGARA SUBURBAN TRAINS. JOURNAL BOX ASSEMBLY Ver B](#)

[B.1.IV.41 0306780 TANGARA SUBURBAN CARS. BOGIE JOURNAL BOX ASSEMBLY Ver B](#)

[B.1.IV.42 0307042_A0C BOGIE BOLSTER ASSEMBLY Ver A](#)

[B.1.IV.43 0307112_A0Ca Ver A](#)

[B.1.IV.44 0307112 BASE FRAME. PANTOGRAPH MODEL Nº BX21 Ver A](#)

[B.1.IV.45 0307124_105-174 ELECTRIC ROLLING STOCK 3HC55 COMPRESSOR MOTOR GENERAL ARRANGEMENT. Ver A](#)

[B.1.IV.46 0307967_B0C DSS - SPREADER BEAM NSWGR. JF BOGIE Ver B](#)

[B.1.IV.47 0308143_A0C Ver B](#)

[B.1.IV.48 0308143_ASSY OF GUARD'S SEAT & PANTOGRAPH COMPRESSOR Ver B](#)

[B.1.IV.49 0308493_D.D. SUBURBAN CARS CONTROLLING DIMENSIONS JF & JT BOGIES Ver B](#)

[B.1.IV.50 0308540_B0c DDS - DOUBLE DECK SUBURBAN CARS SPREADER BEAM JF & JT BOGIES Ver B](#)

[B.1.IV.51 0308575_B0C DOUBLE DECK SUBURBAN CARS BOLSTER ASSEMBLY. BOLSTER ASSY 106 SUBURBAN DOUBLE DECK CAR FOR N.S.W.G.VRe. r B](#)

[B.1.IV.52 0308589_GENERAL ARRANGEMENT TJT BOGIE Ver B](#)

[B.1.IV.53 0308593_GENERAL ARRANGEMENT MJF BOGIE Ver C](#)

[B.1.IV.54 0308911_106-192_GENERAL ARRANGEMENT BOGIES CODE J.E. & J.S. N.S.W. P.T.C. Ver A](#)

[B.1.IV.55 0308911_GENERAL ARRANGEMENT BOGIES CODE J.E. & J.S. N.S.W. P.T.C. Ver A](#)

[B.1.IV.56 0308995_107-893_POCBOGIE FRAME - PLAN Ver P](#)

[B.1.IV.57 0308995_BOGIE FRAME - PLAN Ver P](#)

[B.1.IV.58 0309055_108-715_SPREADER BEAM ASS'Y Ver K](#)

[B.1.IV.59 0309055_J0C SPREADER BEAM ASS'Y Ver K](#)

[B.1.IV.60 0309188_TANGARA SUBURBAN CARS. AXLE FOR TRAILER BOGIE Ver B](#)

[B.1.IV.61 0309189_TANGARA SUBURBAN CARS. TRAILER BOGIE Ver B](#)

[B.1.IV.62 0309215_TANGARA SUBURBAN TRAINS BRAKE CONTROLLER ASSEMBLY A Ver C](#)

[B.1.IV.63 0309215_TANGARA SUBURBAN TRAINS BRAKE CONTROLLER ASSEMBLY Ver C](#)

[B.1.IV.64 0309218_TANGARA SUBURBAN TRAINS. AUTOMATIC BRAKE VARIABLE RELAY VALVE Ver B](#)

[B.1.IV.65 0309232_TANGARA SUBURBAN TRAINS. WG & WGL TRIPLE VALVES WITH GRADUATED RELEASE VALVE Ver B](#)

[B.1.IV.66 0309247_TANGARA SUBURBAN TRAINS. TRIP VALVE WITH HAND OPERATED RESET DEVICE Ver B](#)

[B.1.IV.67 0309257_MECHANICAL HEAD Coupler Ver A](#)

[B.1.IV.68 0309266_DRAFT GEAR, TYPE EFG3 Coupler Ver A](#)

[B.1.IV.69 0309314_TANGARA SUBURBAN CARS PLUG DOOR MECHANISM OBSTRUCTION DETECTION DEVICE TYPE 3 Ver B](#)

[B.1.IV.70 0309379_TANGARA SUBURBAN CARS. BOGIE FRAME ASS'Y C.T.C Ver A](#)

[B.1.IV.71 0309498_TANGARA SUBURBAN CARS. BOGIE LEVELLING VALVE Ver A](#)

[B.1.IV.72 0309524_TANGARA SUBURBAN CARS MOTOR CAR BOGIE BOGIE FRAME ASS'Y Ver A](#)

[B.1.IV.73 0309531 TANGARA SUBURBAN CARS TRAILER CARS - PANTOGRAPHS PAN CHANNEL FABRICATION DETAILS Ver A](#)

[B.1.IV.74 0314778 LEVER ASS'Y - LEVELLING VALVE Ver C](#)

[B.1.IV.75 0314810 403-689 ELECTRIC ROLLING STOCK MOTOR ALTERNATOR BRUSH \(ALTERNATOR END\) Ver C](#)

[B.1.IV.76 0315070 PASSENGER ROLLING STOCK BOGIES WHEEL & AXLE ARRANGEMENT Ver R](#)

[B.1.IV.77 0317084 404-065 E.R.S.-D.D. SUB MOTOR CAR TRACTION MOTOR MB 3179-A CARBON BRUSH Ver B](#)

[B.1.IV.78 0319724 PASSENGER ROLLING STOCK AXLE FOR S.K.F. ROLLER BEARINGS C 7 38 INCHES WHEEL SEAT 6 - 7½ INCHES JOURNAL CENTVReEr C](#)

[B.1.IV.79 0320953 ELECTRIC ROLLING STOCK MOTOR BOGIE AXLE Ver G](#)

[B.1.IV.80 0321769 AUTOMATIC BRAKE APPLIED ELSI VALVE DIAGRAMMATIC Ver A](#)

[B.1.IV.81 0321796 7 - STEP RELAY VALVE Ver A](#)

[B.1.IV.82 0324103 E.R.S. D.D. M-C AIRMATE PANTOGRAPH TYPE WBX-21 DAMPER Ver A](#)

[B.1.IV.83 0324313 304-843 TYPE MB-471-AR TRACTION MOTOR COMBINED OUTLINE Ver A](#)

[B.1.IV.84 0324314 304-844 TYPE MB-471-AR TRACTION MOTOR CROSS SECTION Ver A](#)

[B.1.IV.85 0324319 304-850 TYPE MB-471-AR TRACTION MOTOR BRUSH HOLDER ARRANGEMENT Ver A](#)

[B.1.IV.86 0324321 304-852 TYPE MB-471-AR TRACTION MOTOR BRUSH HOLDER HEAD Ver A](#)

[B.1.IV.87 0324338 304-802 TYPE MG-129-S ALTERNATOR SIDE BRUSH HOLDER MOUNT Ver A](#)

[B.1.IV.88 0324657 ECW 5026 TRI-PHASE AIR FILTER ASSBLY WESTINGHOUSE 3HC55 COMPRESSOR Ver A](#)

[B.1.IV.89 0326582 306-352 BRAKE CYLINDER WITH SLACK ADJUSTER TYPE JSLA WITHOUT LANDBRAKE TRUNNION Ver N](#)

[B.1.IV.90 0326977 306-645 MOTOR ALTERNATOR \(MG - 129A - S\) Ver A](#)

[B.1.IV.91 0326983 TANGARA SUBURBAN CARS C250C COMPRESSOR MOTOR CROSS SECTION Ver B](#)

[B.1.IV.92 0329108 ELEC ROLLING STOCK 203X95 BRAKE CYLINDER WITH SLACK ADJUSTER TYPE JSLA JF & JT BOGIES Ver A](#)

[B.1.IV.93 0329144 204-246 ELECTRIC ROLLING STOCK 3HC55 COMPRESSOR MOTOR POLES & BRUSH POSITIONS. Ver A](#)

[B.1.IV.94 0329764 A0c PASSENGER ROLLING STOCK SIX WHEEL BOGIE BOLSTER SWING LINK Ver A](#)

[B.1.IV.95 0329767 GENERAL ARRANGEMENT SHARON INTERLOCKING COUPLER MS 286-7 RUBBER DRAFT GEAR & COUPLER CARRIER Ver A](#)

[B.1.IV.96 0329770 GENERAL ARRANGEMENT SHARON INTERLOCKING COUPLER , MS 286-7 RUBBER DRAFT GEAR & COUPLER CARRIER. Ver A](#)

[B.1.IV.97 0332701 TYPE MB-3179-B CROSS SECTION Ver A](#)

[B.1.IV.98 0332702 TYPE MB-3179-E LONGITUDINAL SECTION Ver A](#)

[B.1.IV.99 0333099 A0c Ver A](#)

[B.1.IV.100 0333099 TYPE MB-3178-B TRACTION MOTOR OUTLINE Ver A](#)

[B.1.IV.101 0333100 TYPE MB-3179-B CROSS SECTION Ver A](#)

[B.1.IV.102 0333542 206-722 OUTLINE DRAWING OF MG-143-S MOTOR ALTERNATOR Ver A](#)

[B.1.IV.103 0333637 207-075 ELECTRIC ROLLING STOCK MB 3179 TRACTION MOTOR ARMATURE COIL DETAILS Ver A](#)

[B.1.IV.104 0333675 PANTOGRAPH COMPRESSOR EQUIPMENT WIRING DIAGRAM A Ver A](#)

[B.1.IV.105 0333675 PANTOGRAPH COMPRESSOR EQUIPMENT WIRING DIAGRAM Ver A](#)

[B.1.IV.106 0334008 WHEEL AXLE & GEARBOX ASS'Y. INTERURBAN CHOPPER Ver B](#)

[B.1.IV.107 0334309 ASSEMBLY OF PARALLEL SPRING. INSTALLN. FLEXI-HEAD Pantograph Ver A](#)

[B.1.IV.108 0335605 B2 END EQUIPMENT ARRGT & INSTALLATION EXPLORER Coupler Ver F](#)

[B.1.IV.109 0335609 BOGIE ASSEMBLY - PLAN X.P.T. TRAILER Ver D](#)

[B.1.IV.110 0335614 BOGIE ASSEMBLY - PLAN EXPLORER POWER Ver D](#)

[B.1.IV.111 0335615 BOGIE ASSEMBLY - ELEVATION EXPLORER - POWER Ver F](#)

B.1.IV.112 0335618 BOGIE INSTALLATION EXPLORER POWER Ver G
B.1.IV.113 0335621 BOGIE ASSEMBLY - ELEVATION EXPLORER - TRAILER Ver F
B.1.IV.114 0335622 BOGIE ASSEMBLY - SECTIONS EXPLORER - TRAILER Ver J
B.1.IV.115 0335722 EQUIPMENT BEAM ASSY. & INSTALLATION - WATER TANK, AIR COMPRESSOR & AIR FILTER Ver F
B.1.IV.116 0335831 083 028870 GENERAL ARRANGEMENT BOGIE CODE MJV & TJV N.S.W. S.R.A.BOC Ver B
B.1.IV.117 0335831 GENERAL ARRANGEMENT BOGIE CODE MJV & TJV N.S.W. S.R.A Ver B
B.1.IV.118 0335995 XP-2000 XPT POWER CAR BP 28 BOGIE ARRGT. PLAN Ver A
B.1.IV.119 0337594 TANGARA EMERGENCY COUPLER- VOITH TURBO TYPE 10 AAR-EEMERGENCY COUPLER Ver B
B.1.IV.120 0337606 SCHARFENBERG SEMI-PERMANENT COUPLER AND DRAFT GEAR (ELASTOMERIC TYPE EFG3) Ver B
B.1.IV.121 0337675 GENERAL ARRGT BP 28 BOGIE PLAN Ver E
B.1.IV.122 0339067 INSTALLATION OF FLEXI HEAD SUSPENSION ON BX 21 PANTOGRAPH Ver B
B.1.IV.123 0339068 ASSEMBLY OF PANTOGRAPH HEAD. MODEL BX50. Ver C
B.1.IV.124 0339069 SUB ASSY OF PANTO HEAD Ver E
B.1.IV.125 0339071 ASSEMBLY OF BX50 PANTO HEAD ON BX 21 PANTOGRAPH Ver E
B.1.IV.126 0339089 FREQUENCY GENERATOR ASS'Y LEFT & RIGHT HAND X.P.T. POWER CAR BOGIE Ver E
B.1.IV.127 0341516 409-585 ELECTRIC ROLLING STOCK DOUBLE DECK SUBURBAN 3HC55 COMPRESSOR MOTOR BRUSH Ver A
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[B.2.241 WS60702A](#)

B.3 Procedures (PR R) [173]

[B3.1 PR R 90029- Checking of Traction Motors \(Refer to Deviation DA-037\)](#)
[B3.2 PR R 90058 - Tot Doc Ver 2](#)
[B3.3 PR R 90094-Modifving and Assembly of MB 471 AR Traction Motor and Gearcase, DDI Cars 8021 - 8092](#)
[B3.4 PR R 90117 - Tot Doc](#)
[B3.5 PR R 90125-471 AR Traction Motor Fan and Boss Removal and Installation Procedure.](#)
[B3.6 PR R 90225](#)
[B3.7 PR R 90227](#)
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[B3.16 PR R 95141 - Xplorer / Endeavour Cummins KTA-19-R & LT10\(R\)G Engines 1.500 hour Service Specification](#)
[B3.17 PR R 95164 - Xplorer Endeavour XPT - Bogie - Brake Cylinder Overhaul Specification Service Brake & Park Brake \(PLA, PJA & NMA\)](#)
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[B3.19 PR R 95167 - Dump Valve Assembly - Overhaul Maintenance Specification for PIA, NIA & NMA Bogies](#)
[B3.20 PR R 95174 XPT Power Car Cooling Group - Overhaul and Maintenance Specification](#)

[B3.21 PR R 95175 - Radiator Cores - Overhaul Maintenance Specification - XPT Power Car Cooling Group;](#)

[B3.22 PR R 95176 - Expansion Tank Assembly - Overhaul Maintenance Specification XPT Power Car Cooling Group](#)

[B3.23 PR R 95177 - Secondary Water Pump - Overhaul Maintenance Specification - XPT Power Car Cooling Group](#)

[B3.24 PR R 95178 - Gearbox - Overhaul Maintenance Specification XPT Power Car Cooling Group](#)

[B3.25 PR R 95179 - Fan Motor / Fan Pump - Overhaul Maintenance Specification - XPT Power Car Cooling Group](#)

[B3.26 PR R 95180- Fan - Overhaul Maintenance Specification XPT Power Car Cooling Group](#)

[B3.27 PR R 95181 - Fan Control Valve - Overhaul Maintenance Specification - XPT Power Car Cooling Group;](#)

[B3.28 PR R 95182- Oil Tank - Overhaul Maintenance specification - XPT Power Car Cooling Group](#)

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[B3.30 PR R 95184 - Oil Cooler - Overhaul Maintenance Specification - XPT Power Car Cooling Group](#)

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[B3.32 PR R 95192- PLA BOGIE:](#)

[B3.33 PR R 95200 - Tread Brake Cylinder - Overhaul Maintenance Specification for PLA Bogies](#)

[B3.34 PR R 95213-Overhaul Maintenance Specification for PLA bogies - Traction Motor](#)

[B3.35 PR R 95237 - E.P Dump Valves - Overhaul Maintenance Specification for NHA Bogies](#)

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[B3.38 PR R 95388-XPT Power Car Traction Motor Brush Type TMH 68-46 MKIII, Overhaul Standard \(Draft\).](#)

[B3.39 PR R 95389- XPT Power Car Main and Auxiliary Alternator Brush Type BA 1003A - Overhaul Standard. \(Draft\)](#)

[B3.40 PR R-90012-DDS, DDIC - Inspection of Axlebox and Horncheek Liners-V3.0 Ver 3](#)

[B3.41 PR-R-90008-DDS, DDIC, DDT - WN Drive Gear Coupling-V2.0 Ver 2](#)

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[B3.60 PR-R-90098-DDT - Lubrication of Tangara Couplers-V2.0 Ver 2](#)

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B3.65 PR-R-90112-V2.0 Ver 2
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B3.67 PR-R-90121-DDS, DDIC - Overall Longitudinal and Lateral Axle Box Clearances-V3.0 Ver 3
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B3.71 PR-R-90133-V2.0 Ver 2
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B3.78 PR-R-90154-V2.0 Ver 2
B3.79 PR-R-90155-V3.1 Ver 3.1
B3.80 PR-R-90160-V2.0 Ver 2
B3.81 PR-R-90161-V7.0 ver 7
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B3.83 PR-R-90166-V5.0 Ver 5
B3.84 PR-R-90173-V2.0 Ver 2
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B3.86 PR-R-90177-V3.0 Ver 3
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B3.89 PR-R-90200-V3.2 Ver 3.2
B3.90 PR-R-90202-V2.0 Ver 2
B3.91 PR-R-90203 - Charts Showing Wheel and Bogie Data for Passenger Rolling Stock Maintained by Sydney Trains - V3.0 Ver 3
B3.92 PR-R-90204-V2.0 Ver 2
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B3.98 PR-R-90228-V2.0 Ver 2
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B3.100 PR-R-90236-V3.0 Ver 3
B3.101 PR-R-90259-V3.0 Ver 3
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[B.4 Maintenance Job Instruction \(MJI\) \[302\]](#)

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[B4.2 MJI-EC139a Removal and Installation of LSA Driver's Seats – C, K & Tangara Ver 2](#)
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[B.12.24 Service Manual M8802 for Air Conditioning Equipment Type TRPA21 for InterUrban Rail Cars Nil Date & Ver](#)

[B.12.25 T Set Air Conditione Modules Ver A](#)

[B.12.26 T08-149 Tangara batts_approved_13.10.08 Dated 13/10/08](#)

[B.12.27 Tangara - Pantograph Installation and Maintenance Manual - M.01264-02-L Dated 24/6/87](#)

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[B.12.29 Train Radio Fault Finding_Ver 4.0](#)

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B.1.1.C.1 OS Schem (10)

- B.1.1.C.1.1 B75231-SI-40-0A_CONTR_ARRACT A_CAR
- D.1.1.C.1.2 B75231-SI-40-0A_CONTR_ARRACT B_CAR
- H.1.1.C.1.3 B75231-SI-40-0A_CONTR_ARRACT C_CAR
- H.1.1.C.1.4 B75231-SI-INTERIOR_ARRACT CA_CAR
- H.1.1.C.1.5 B75231-SI-INTERIOR_ARRACT CA_S_CAR
- H.1.1.C.1.6 B75231-SI-INTERIOR_ARRACT CA_C_CAR

B.1.1.H.0 Tongara (T 84) (10)

- B.1.1.H.0.1 020560 - B1300 - Outer Suburban - Trailer Car GA
- H.1.1.H.0.2 020560 - B1300 - Tongara - Control Trailer Car CA
- B.1.1.H.0.3 020560 - B1300 - Trailer Car GA
- G.1.1.H.0.4 020561 - B1300-1 - Motor Car GA
- G.1.1.H.0.5 020561 - B1300-2 - Motor Car GA
- G.1.1.H.0.6 020561 - B1300-3 - Outer Suburban - Motor Car GA
- B.1.1.H.0.7 020561 - B1300-4 - Outer Suburban - Motor Car GA
- G.1.1.H.0.8 020561 - B1300-5 - Outer Suburban - Motor Car GA
- G.1.1.H.0.9 020561 - B1300-6 - Outer Suburban - Motor Car GA
- B.1.1.H.0.10 RT00_0000_CVMP - Tongara Schematics

B.1.1.E.1 EV S1 (4)

- B.1.1.E.1.1 108488 - Interdy Trailer Car
- B.1.1.E.1.2 108488 - Interdy Motor Car
- B.1.1.E.1.3 RW0_0000_CVMP - Interdy Schematics

D.1.1.V Rollable Parts (23)

- B.1.1.V.1 012009_Acc_FRAMEWORK SPRING ROLLING STOCK TYPE PLANJA PRIMARY SPRING
- B.1.1.V.2 020087_OB_1M_ASSEMBLY OF WOOD FRAME SETS
- B.1.1.V.3 020115_INC_ART CONFINED DOUBLE DECK PASSENGER CARS ROLLER STEELWORK WELDED ASSEMBLY
- B.1.1.V.4 020116_INC_ART CONFINED DOUBLE DECK PASSENGER CARS ROLLER STEELWORK WELDED ASSEMBLY
- B.1.1.V.5 020116_INC_ART CONFINED DOUBLE DECK PASSENGER CARS ROLLER STEELWORK WELDED ASSEMBLY
- B.1.1.V.6 020116_INC_ART CONFINED DOUBLE DECK PASSENGER CARS ROLLER STEELWORK WELDED ASSEMBLY
- B.1.1.V.7 020116_INC_ART CONFINED DOUBLE DECK PASSENGER CARS ROLLER STEELWORK WELDED ASSEMBLY
- B.1.1.V.8 020116_INC_ART CONFINED DOUBLE DECK PASSENGER CARS ROLLER STEELWORK WELDED ASSEMBLY
- B.1.1.V.9 020116_INC_ART CONFINED DOUBLE DECK PASSENGER CARS ROLLER STEELWORK WELDED ASSEMBLY
- B.1.1.V.10 020574_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.11 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.12 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.13 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.14 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.15 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.16 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.17 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.18 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.19 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.20 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.21 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.22 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.23 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.24 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.25 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.26 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.27 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.28 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.29 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.30 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.31 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.32 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.33 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE
- B.1.1.V.34 020584_COC_003 - PASSENGER BEAM BRACKET FOR JT BOGIE

B.1.V.51	FD871053_Ver_B	Ver_B
B.1.V.52	FD871053_Ver_B	Ver_B
B.1.V.53	FD871062_Ver_C	Ver_C
B.1.V.54	FD871062_Ver_D	Ver_D
B.1.V.55	FD871062_Ver_D	Ver_D
B.1.V.56	FD871064_Ver_D	Ver_D
B.1.V.57	FD871065_Ver_D	Ver_D
B.1.V.58	FD871065_Ver_C	Ver_C
B.1.V.59	FD871067_Ver_F	Ver_F
B.1.V.60	FD871068_Ver_B	Ver_B
B.1.V.61	FD871069_Ver_B	Ver_D
B.2 Work Scope (WS) [1]		
B.2.1 WS - 01 [1]		
B.2.1.1	WS001002A Rev.3 DDC Camshaft Workscope Specification Approval (Final)	Ver.3
B.2.1.2	WS001002A Rev.3 DDC Camshaft Workscope Specification Approval	Ver.3
B.2.1.3	WS001002A Rev.3 DDC Camshaft Workscope Specification	Ver.2
B.2.1.4	WS001002A Rev.3 DDC Camshaft Workscope Specification	Ver.2
B.2.1.5	WS001002A Rev.2 Tangara Workscope Specification	Ver.2
B.2.1.6	WS001002A Rev.2 Tangara Tightening Torque	Ver.2
B.2.1.7	WS001002A Rev.2 DDC Tangara Inspection, Testing and Cleaning of DDC Mechanical Components	Ver.1
B.2.1.8	WS001002A Rev.2 DDC Tangara Painting Instructions for Heavy Lifting Field	Ver.2
B.2.1.8 WS - 01 [1]		
B.2.1.8.1	WS010203A Rev.6 Tangara Centre Pin Castings	Ver.6
B.2.1.8.2	WS010203A Rev.6 Tangara Broken Centre Casting	Ver.2
B.2.1.8.3	WS010203A Rev.1 Rehabilitation of Autocoupler	Ver.1
B.2.1.8.4	WS010400 Rev.4 DDC DDC Workshop Repair Specification for Floors	Ver.4
B.2.1.8.5	WS010400 Rev.1 DDC DDC Tangara Presentation Workscope (DRAFT)	Ver.1
B.2.1.8.6	WS010400 Rev.5 Tangara Repair of Passenger Seat Cushions and Springs	Ver.5
B.2.1.8.7	WS010400 Rev.5 DDC DDC Upholstery Protection of Seat Back Cushions	Ver.5
B.2.1.8.8	WS010400 Rev.1 DDC Overhaul Specification for Seat Cushions and Springs	Ver.1
B.2.1.8.9	WS010400 Rev.7 DDC Drivers Seat	Ver.7
B.2.1.8.10	WS010400 Rev.3 DDC Installation of ISFR Air Filter Drivers Seats	Ver.3
B.2.1.8.11	WS010500 Rev.2 DDC DDC Seat Frame Repair	Ver.2
B.2.1.8.12	WS010500 Rev.2 DDC DDC Tangara For Hindi Drivers in the 1100 Area	Ver.2
B.2.1.8 WS - 02 [40]		
B.2.1.8.13	WS020300A Rev.1 DDC DDC Tangara Component Inspect, Check and Adjust	Ver.1
B.2.1.8.14	WS020300A Rev.2 Tangara Visual Inspection of Internal Trusses	Ver.2
B.2.1.8.15	WS020300A Rev.3 DDC DDC Tangara Component Inspect, Check and Adjust	Ver.3
B.2.1.8.16	WS020300A Rev.4 Tangara MHA & TKA Bogie Light Overhaul	Ver.4
B.2.1.8.17	WS020300A Rev.4 Tangara MHA & TKA Bogie Light Inspection	Ver.4
B.2.1.8.18	WS020300A Rev.1 Tangara MHA & TKA Wheel Change	Ver.1
B.2.1.8.19	WS020300A Rev.1 DDC Bogie Light Overhaul Drawing F0020-05	Ver.1
B.2.1.8.20	WS020300A Rev.1 DDC YD Senton Within the DDC Shop	Ver.1
B.2.1.8.21	WS020300A Rev.1	Ver.1
B.2.1.8.22	WS020300A Rev.1	Ver.1
B.2.1.8.23	WS020300A Rev.2 DDC DDC Sprouder Beams	Ver.2
B.2.1.8.24	WS020300A Rev.6 DDC DDC Tangara Lateral Damper for MHA & TKA Bogies	Ver.6
B.2.1.8.25	WS020300A Rev.6 DDC DDC Tangara Shock Absorbers	Ver.6
B.2.1.8.26	WS020300A Rev.1 DDC DDC Tangara Air Springs - Type Bilgeston, Type & Model Change	Ver.1
B.2.1.8.27	WS020300A Rev.2 Tangara Bogie Frame Traction Rod Thread Repair-Short Piece	Ver.2
B.2.1.8.28	WS020300A Rev.4 Tangara Traction Bar (Recon) Repair	Ver.4
B.2.1.8.29	WS020300A Rev.4 Tangara Leveling Valves (GP0001-R) 100021499 (HW 0002-R); 100021500	Ver.4
B.2.1.8.30	WS020300A Rev.4 DDC DDC Leveling Valves	Ver.4
B.2.1.8.31	WS020300A Rev.4 Heavy Duty Duplex Check Valve D-8 (GP0027-J)	Ver.4
B.2.1.8.32	WS020300A Rev.6 DDC DDC Overhaul for City Bus Axleboxes	Ver.6
B.2.1.8.33	WS020300A Rev.1 DDC JEV Wheelsets - General Inspection	Ver.1
B.2.1.8.34	WS020300A Rev.3 Overhaul of Wheel Bearings	Ver.3
B.2.1.8.35	WS020300A Rev.15 Padjaro Unit Bearings Overhaul	Ver.15
B.2.1.8.36	WS020300A Rev.3 Reconditioning of Axle Journals by Electrochemical Metal Deposition Process	Ver.3
B.2.1.8.37	WS020300A Rev.3 DDC DDC Repair of Suspension Tubes and Mounting Guides of MB 471-AR Traction Motor	Ver.3
B.2.1.8.38	WS020300A Rev.1 DDC DDC MB 471-AR Coil-Hook Reestablishment	Ver.1
B.2.1.8.39	WS020300A Rev.2 Tangara DDC Bogie Change	Ver.2
B.2.1.8.40	WS020300A Rev.5 DDC DDC J Type Bogie Light Overhaul	Ver.5
B.2.1.8.41	WS020300A Rev.1 DDC DDC J Type Bogie Light	Ver.1
B.2.1.8.42	WS020300A Rev.6 DDC DDC J Type Bogie Heavy Light Guard Wheelchange Overhaul	Ver.6
B.2.1.8.43	WS020300A Rev.1 DDC DDC J Type Bogie Overhaul	Ver.1
B.2.1.8.44	WS020300A Rev.2 DDC DDC J Type Bogie Overhaul - Wheel Change	Ver.2
B.2.1.8.45	WS020300A Rev.6 DDC DDC J Type Wheelset Heavy Overhaul (Except JEV)	Ver.6
B.2.1.8.46	WS020300A Rev.4 DDC DDC J Type Wheelset Light Overhaul (Except JEV)	Ver.4
B.2.1.8.47	WS020300A Rev.2 DDC DDC J Type Wheelset General Inspection (Except JEV)	Ver.2
B.2.1.8.48	WS020300A Rev.3 DDC DDC J Type Wheelset Overhaul (Except JEV)	Ver.3
B.2.1.8.49	WS020300A Rev.3 DDC JEV Wheelset Overhaul	Ver.3
B.2.1.8.50	WS020300A Rev.2 DDC DDC Overhaul Brake Shafts	Ver.2
B.2.1.8.51	WS020300A Rev.17 Tangara MHA & TKA Overhaul Heavy, Light, Guard Wheel Change Overhaul	Ver.17
B.2.2 WS - 03 [27]		
B.2.2.1	WS030100A Rev.9 Schenker Automatic Multifunction Coupler	Ver.9
B.2.2.2	WS030100B Rev.3	Ver.3
B.2.2.3	WS030100C Rev.2 DDC DDC Overhaul of Sharon Type Interlocking Automatic Coupler	Ver.2
B.2.2.4	WS030100E Rev.1 Draft Gear Reconditioning Device	Ver.1
B.2.2.5	WS030100F Rev.2 Coupling Cylinder Testing	Ver.2
B.2.2.6	WS030100G Rev.1 Amstar - Electric Head	Ver.1
B.2.2.7	WS030100H Rev.4 Schenker Multi-Function Coupler Overhaul	Ver.4
B.2.2.8	WS030101A Rev.5 Mechanical Head Casting, GP25165-R	Ver.5
B.2.2.9	WS030101C Rev.2 Tangara Turned Assembly, Gateway GP03050-R	Ver.2
B.2.2.10	WS030102A Rev.3 Shock Absorbing Rods	Ver.3
B.2.2.11	WS030103B Rev.4 DDC Tangara Fluid Overhaul	Ver.4
B.2.2.12	WS030103C Rev.8 DDC DDC Right Chamber GP2321-R & GP1327-R	Ver.8
B.2.2.13	WS030103D Rev.2 Tangara Inspection Instructions for Centre Piece GP44822-R	Ver.2
B.2.2.14	WS030104A Rev.5 Tangara Piston Rod - Schenker Coupler - GP25165-R	Ver.5
B.2.2.15	WS030104F Rev.1 Upper Shell & Lower Shell	Ver.1
B.2.2.16	WS030105A Rev.7 Tangara Mast Coupling, GP13912-R	Ver.7
B.2.2.17	WS030106A Rev.1 Overhaul of FCM REPAIR/REPLACEMENT OF VMC CARRIER PLATES 100036588, 100036605 & 100036681	Ver.1
B.2.2.18	WS030106B Rev.4 Tangara Inspection and Overhaul of Interlocking Assembly	Ver.4
B.2.2.19	WS030400B Rev.3 Tangara Gargery Assembly	Ver.3
B.2.2.20	WS030401A Rev.5 DDC DDC Repair of Diaphragm Curtain Facings Assembly FD451924A1 & FD451924A2	Ver.5
B.2.2.21	WS030500A Rev.1 DDC DDC Pin Jumper - Coupler Receptacle	Ver.1
B.2.2.22	WS030700B Rev.1 DDC DDC Overhaul of Stroke (A) Coupler Knocks	Ver.1
B.2.2.23	WS031000A Rev.7 DDC DDC Overhaul of Carriage Buffers (Gargery) Booms	Ver.7
B.2.2.24	WS031001A Rev.8 DDC DDC Inspection of Double Deck Electrical Connection Equipment	Ver.8
B.2.2.25	WS031001B Rev.4 Tangara Schenker Electric Head with 2, 3 & 4 Cables	Ver.4
B.2.2.26	WS031001C Rev.8 Inspection for Broken Outboard/Inboard Draft Gear	Ver.8
B.2.2.27	WS031001D Rev.2 Control Pin Repair	Ver.2
B.2.3 WS - 04 [15]		
B.2.3.1	WS040600 Rev.1 DDC DDC Door Inspection and Check	Ver.1
B.2.3.2	WS040600 Rev.1 Reestablishment of Passenger Body Door Double Deck Suspension Cams	Ver.1
B.2.3.3	WS040600 Rev.1 DDC DDC Overhaul of Emergency Door Release Switch (EER)	Ver.1
B.2.3.4	WS040600 Rev.3 Tangara Obstruction Detection Device, GP2519-R	Ver.3
B.2.3.5	WS040600 Rev.3 Tangara Drive Compartment Door	Ver.3
B.2.3.6	WS040600 Rev.8 DDC DDC Top Speaker Rack Mounting Loading Door Hinges	Ver.8
B.2.3.7	WS040600 Rev.7 Tangara Plug Dec Engine 1000230481 (K540110)	Ver.7
B.2.3.8	WS040700A Rev.3 Tangara Main Door Engine Test	Ver.3
B.2.3.9	WS040700B Rev.8 Tangara Plug Dec Lockbook 302 (GP10334) 100023553	Ver.8
B.2.3.10	WS040700F Rev.4 Tangara Plug Door (On Call) Test	Ver.4
B.2.3.11	WS040700C Rev.3 Tangara Interlock Door Mechanism	Ver.3
B.2.3.12	WS040900A Rev.3 DDC DDC Test Spec for EDR Valve GP11723 (RH) and GP11725 (LH)	Ver.3
B.2.3.13	WS040900B Rev.10 Tangara Passenger Enclosures and Incompatible End D	Ver.10
B.2.3.14	WS040900C Rev.4 Tangara Glass Partition Plates (GPP) Repair	Ver.4
B.2.3.15	WS040900D Rev.4 Tangara Interlock Door Mechanism	Ver.4
B.2.3.16	WS040900E Rev.4 Tangara Plug Door Emergency Release Valve	Ver.4
B.2.4 WS - 05 [15]		
B.2.4.1	WS050000A Rev.3 Tangara Hinge Beyond Tool	Ver.3
B.2.4.2	WS050000B Rev.1 DDC Brake System Test	Ver.1
B.2.4.3	WS050000C Rev.1 DDC DDC Tangara Inspection of Major Air Brake Equipment on Car	Ver.1
B.2.4.4	WS050100B Rev.4 DDC DDC Tangara Workhouse Pressure Application Valve Test	Ver.4
B.2.4.5	WS050100C Rev.4 Brake Valve Test Spec	Ver.4
B.2.4.6	WS050200A Rev.7 DDC Workhouse (WH) DBV Testing Code, 100023553 (GP11725-R)	Ver.7

B.2.VI.7	WS050200B	Rev.7	Tangana Wastighouse Westcode Brake Control Type 014-G	Ver.7
B.2.VI.8	WS050200C	Rev.4	DDS Westinghouse Westcode EP Brake Controller Type REA, GP11872-R	Ver.6
B.2.VI.9	WS050200E	Rev.1	DDS DDIC Tangana Test Spec for Valves Control	Ver.1
B.2.VI.10	WS050200F	Rev.2	DDS Overhaul of BE Brake Controller Cam 100043705	Ver.2
B.2.VI.11	WS050201A	Rev.3	DDIC Component Reestablishment Spec Engine Brake Valve AB418	Ver.3
B.2.VI.12	WS050201B	Rev.6	DDIC Component Reestablishment Spec Engine Brake Valve AB737	Ver.5
B.2.VI.13	WS050201C	Rev.2	DDS Tangana Test Spec for Westinghouse Lock-out Magnet Valve (GP11874 - Draft)	Ver.5
B.2.VI.14	WS050201E	Rev.8	DDS DDIC Tangana Test Spec for Westinghouse and D & M Coiled	Ver.8
B.2.VI.15	WS050201F	Rev.3	DDS DDIC Tangana Reestablishment Overhaul of Iso-Cocks	Ver.3
B.2.VI.16	WS050201G	Rev.5	DDS Tangana Harid Release Valve	Ver.5
B.2.VI.17	WS050201H	Rev.1	DDIC Test Spec for Test	Ver.1
B.2.VI.18	WS050201A	Rev.5	DDIC Test Spec for Pictorial Control Valve (FV2) GP11813-R	Ver.5
B.2.VI.19	WS050201B	Rev.8	Tangana Westinghouse Type Valve, Type WG, GP14551-R 1020234718	Ver.8
B.2.VI.20	WS050201E	Rev.4	DDIC D&M B1 Relay Valve	Ver.4
B.2.VI.21	WS050201J	Rev.11	DDS Westinghouse Type WEP Test Valve NON-CHG-P-R (GP11202-R) CHDPPER: (GP10471-R)	Ver.11
B.2.VI.22	WS050201L	Rev.2	DDIC Overhaul of AET-38 Relay Valve GP11763-R (End Post), GP95263-R (Side Post)	Ver.2
B.2.VI.23	WS050202A	Rev.1	DDIC Test Spec for 1 x 1 Pipe Csp	Ver.1
B.2.VI.24	WS050203A	Rev.4	Variable Rate Piston Valve (GP0232-R) (GP91545-R) (MC), (GP91548-R) (TC)	Ver.4
B.2.VI.25	WS050204A	Rev.8	Severn Steam Relief Valve Type EAC1	Ver.8
B.2.VI.26	WS050206B	Rev.1	Severn Steam Relief Valve, Type EA13	Ver.6
B.2.VI.27	WS050203A	Rev.3	Overhaul Variable Load Valves	Ver.0
B.2.VI.28	WS050203B	Rev.1	Overhaul Variable Load Valve (Red)	Ver.1
B.2.VI.29	WS050203C	Rev.1	Overhaul Variable Load Valve (Yellow)	Ver.1
B.2.VI.30	WS050203D	Rev.1	Overhaul Variable Load Valve (Purple)	Ver.1
B.2.VI.31	WS050203E	Rev.1	Overhaul Variable Load Valve (Teal)	Ver.1
B.2.VI.32	WS050203A	Rev.3	DDIC Strip-Shirt Distributor Chopper Car	Ver.3
B.2.VI.33	WS050201R	Rev.2	DDS Westinghouse Single Check Valve	Ver.2
B.2.VI.34	WS050201S	Rev.1	DDIC Tangana Westinghouse Double Check Valve	Ver.1
B.2.VI.35	WS050201C	Rev.5	DDIC Tangana Check Valves	Ver.5
B.2.VI.36	WS050201A	Rev.4	DDIC D&M Distributor Valve Overhaul	Ver.4
B.2.VI.37	WS050201C	Rev.2	DDIC D&M Distributor & Check Valve	Ver.2
B.2.VI.38	WS050201A	Rev.5	DDS Tangana Westinghouse Distributor Operation Relay Valve	Ver.5
B.2.VI.39	WS050203A	Rev.3	DDS DDIC Test Spec for Minitrol Magnet Valve VMS-219 100233553 (GP1, 254)	Ver.3
B.2.VI.40	WS050203B	Rev.1	Minitrol Magnet Valve VMS-219	Ver.1
B.2.VI.41	WS050202B	Rev.2	HSL Parking Brake Cylinder Piston	Ver.2
B.2.VI.42	WS050202A	Rev.1	HSL Parking Brake Cylinder Piston (GP41285-R) Screw Thread Repair	Ver.1
B.2.VI.43	WS050202D	Rev.1	HSL Parking Brake Cylinder Piston Screw Repair GP41765-R	Ver.1
B.2.VI.44	WS050202A	Rev.5	DDS DDIC Westinghouse Brake Control - JSA	Ver.5
B.2.VI.45	WS050202A	Rev.1	DDS DDIC SMC Pantograph Gas Blow	Ver.1
B.2.VI.46	WS050202A	Rev.3	DDS DDIC Overhaul of D&M Pantograph Air Hoses	Ver.3
B.2.VI.47	WS050202D	Rev.3	Westinghouse Brake Cylinder - HSL (GP0242-R) (RH), (GP09983-R) (LH)	Ver.3
B.2.VI.48	WS050202C	Rev.3	Pod Bearing - Pantograph SMC	Ver.3
B.2.VI.49	WS051100A	Rev.3		Ver.3
B.2.VI.50	WS051100B	Rev.3		Ver.3
B.2.VI.51	WS051201A	Rev.4	DDIC Minitrol Exclusion Control Equipment Case Type VS-419	Ver.4
B.2.VI.52	WS051202A	Rev.3	DDS DDIC Tangana Das Sinter SMC Pantograph and Tangana Brake	Ver.3
B.2.VI.53	WS051010D	Rev.8	DDS DDIC Tangana Westinghouse Eng Gear Overhaul, GP10434-R GP95310-R	Ver.8
B.2.VI.54	WS051010A	Rev.3	DDS DDIC Tangana Pressure Gauge Test	Ver.3
B.2.VI.55	WS051010F	Rev.6	DDIC Test Spec EL61 Valve Type 4	Ver.6
B.2.VII WS - 08 [17]				
B.2.VII.1	WS050300B	Rev.1	Appearance of Locomotive	Ver.1
B.2.VII.2	WS050301A	Rev.15	DDS Overhaul of 24C55 - Mal - Air Compressor (GP0087R)	Ver.15
B.2.VII.3	WS050401B	Rev.7	DDIC Tangana Overhaul of Mitsubishi C230CL Air Compressor	Ver.7
B.2.VII.4	WS050200A	Rev.3	DDIC Tangana Pantograph Air Compressor and Motor Type CAM PF3145	Ver.3
B.2.VII.5	WS050201B	Rev.5	DDIC Pantograph Fuel Pump	Ver.5
B.2.VII.6	WS050201C	Rev.5	DDS DDIC SAG Air Regulator Valve	Ver.5
B.2.VII.7	WS050202A	Rev.4	DDIC Tangana Air Pressure Measurement	Ver.4
B.2.VII.8	WS050202A	Rev.3	DDS DDIC Tangana Air Brake Hose - Purchase & Reconditioning	Ver.3
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B.15.9 ENP-400-PR-129 Completing the Design Assurance Checklist	Ver 2.0
B.15.10 EN-400-PR-132 Engineering Change Procedure	Ver 2.0
B.15.11 ENP-400-PR-133 Engineering Change Process	Ver 2.0
B.15.12 ENP-700-GD-126 Technical Maintenance Guidebook	Ver 1.0
B.15.13 OMS-CAD 021 - Train Scheduling - R0001	Ver 3.0
B.15.14 SOP-CAD 008 - Facility Planning	Ver 05
B.15.15 SOP-CAD 010 - Facility Transactions	Ver 052
B.15.16 SOP-CAD 011 - Facility Capital Expenses	Ver 001
B.15.17 SOP-CAD 020	Ver 012
B.15.18 SOP-CAD 025 - Essential Setup Sheet	Ver 1.0
B.15.19 SOP-CAD 027	Ver 002
B.15.20 SOP-CAD 028	Ver 003
B.15.21 SOP-CAD 030	Ver 001
B.15.22 EMS-01-EMO-032 Environmental Policy	Dated 30/7/05
B.15.23 EMS-01-EMO-034 Environmental Policy	Ver 1.2
B.15.24 EMS-13-ER-034 Environmental Auditing	Ver 1.1
B.15.25 ENP-700-PR-125	Ver 1.0
B.15.26 ENM System Requirements	Ver 1.0
B.15.27 Incident Management Framework VS Part 1	Ver 5
B.15.28 Incident Management Framework VS Part 2	Ver 5
B.15.29 Incident Management Framework VS Part 3	Ver 5
B.15.30 SMG-19-SR-0129 Safety Management System Audit	Ver 3.2
B.15.31 NSW Government code of practice Procurement	Dated Jan 2005
B.15.32 Sample Certificate of Readiness	Template
B.15.33 Environmental Management Specification for Contractors	Ver 1.4
B.15.34 Environmental Management Specification for Suppliers of Goods	Ver 1.4
B.15.35 Rail Corp Code of Conduct	Ver 1.8A
B.15.36 RailCorp Group and Area Policy	Ver 1.1
B.15.37 RailCorp's Statement of Business Ethics	Dated June 2000
B.15.38 Safety Specification for Contractors	Ver 1.9
B.15.39 Safety Specification for Supply of Goods	Ver 1.8
B.15.40 SMS-01-PO-0125 Safety Policy	Dated 21/03/2010
B.15.41 SMS-01-SD-0016 SMG Description	Ver 2.1
B.15.42 SMS-C2-SR-0181 Safety Governance	Ver 2.3
B.15.43 SMS-01-SR-01219 Safety and Regulatory Requirements	Ver 1.4
B.15.44 SMS-06-SR-0142 Security	Ver 1.1
B.15.45 SMS-07-SR-0105 Planning	Ver 2.0
B.15.46 SMS-08-SR-0157 Asset Lifecycle Management	Ver 1.2
B.15.47 SMS-08-SR-0161 Configuration Management	Ver 1.9
B.15.48 SMS-11-SR-0123 Safety Training and Competence	Ver 1.2
B.15.49 SMS-12-SR-1283 Engine Oil Standards	Ver 1.1
B.15.50 SMS-14-SR-0124 Incident Management	Ver 2.0
B.15.51 SMS-01-SR-1442 Managing Foreign	Ver 1.0
B.15.52 EPA_240 Design Complete Framework	Ver 1.0
B.16 Publication Reference Documents [1]	
B.16.1 Editorial Style Guide v1.0 - Feb 2011	Ver 1.0
B.16.2 RailCorp OHS Maintenance Procedure Template	Template
B.16.3 RS2001CM Fuel Actuators vs	Ver 4.0
B.16.4 RS20_0030_0037 Abbrev Dof	Ver 1.2
B.16.5 RS20_0030_0137 Publication Mgmt	Ver 2.0
B.16.6 RS20_0030_0037 Eng Doc Style Manual	Ver 2.0
B.16.7 NS07_0000_0037 Eng Drawing Sec 9	Ver 1.0
B.16.8 Standard Drawing Not Found	Ver 1.0
B.17 Other [2]	
B.17.1 Plant and Equipment Asset Register 1.0	Ver 1.0
B.17.2 F2011_14645 CCO Track Trial & Hand Over Train Preparation Steps v1.0	Ver 1.0
B.17.3 F2011_13972 Diesel Requirements Version 1.7	Ver 1.7

~~Schedule 18~~ Schedule 19 Certificate of Readiness

Certificate of Readiness

Certificate number:

Set number:

Car number(s):

Next inspection due:

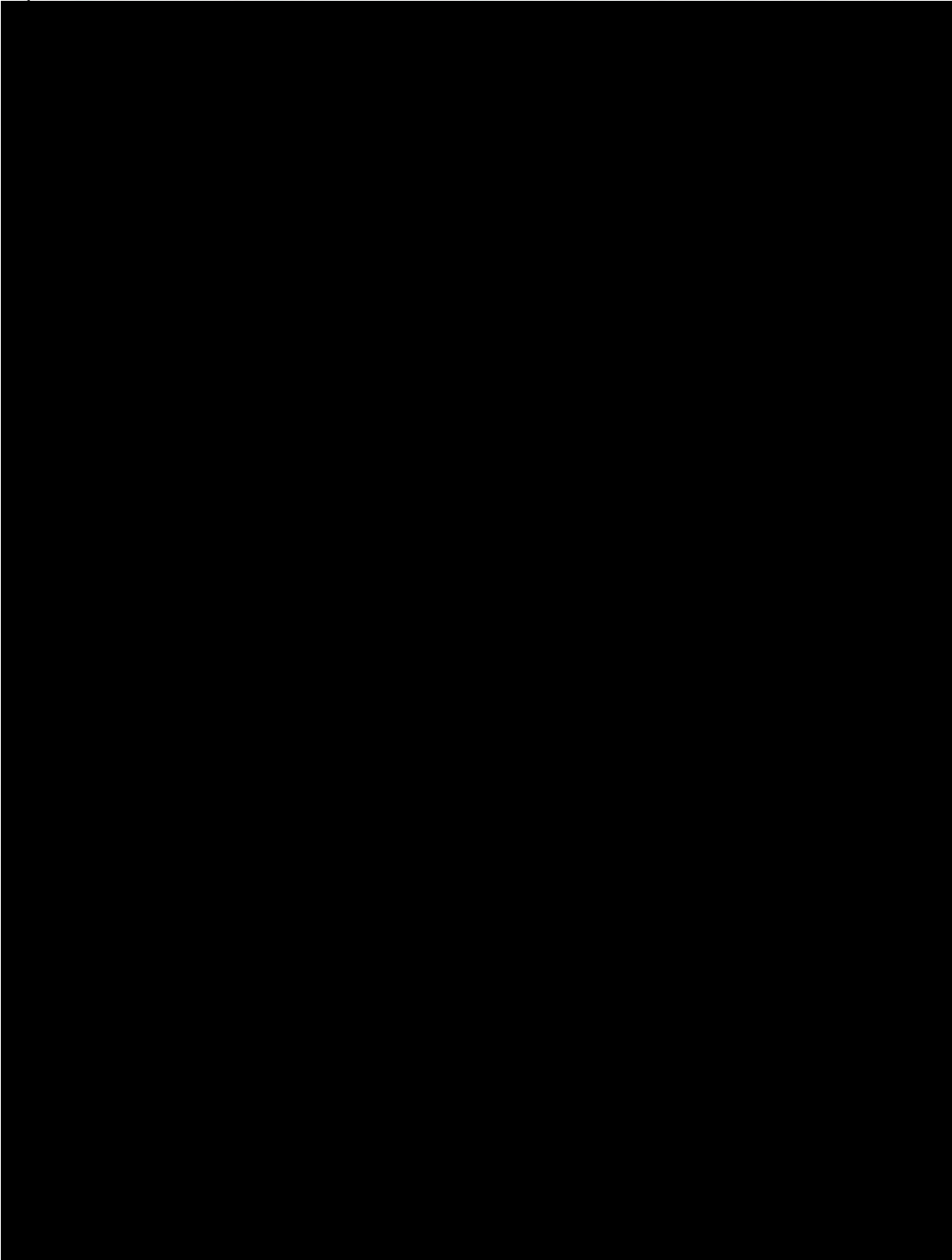
This Certificate of Readiness certifies that the maintenance and inspection of this train has been carried out in accordance with the L3C Agreement and all safety, braking and alarms systems are operating and this train is hereby authorised for service on behalf of UGL Unipart Rail Services Pty Ltd ACN 154 895 940.

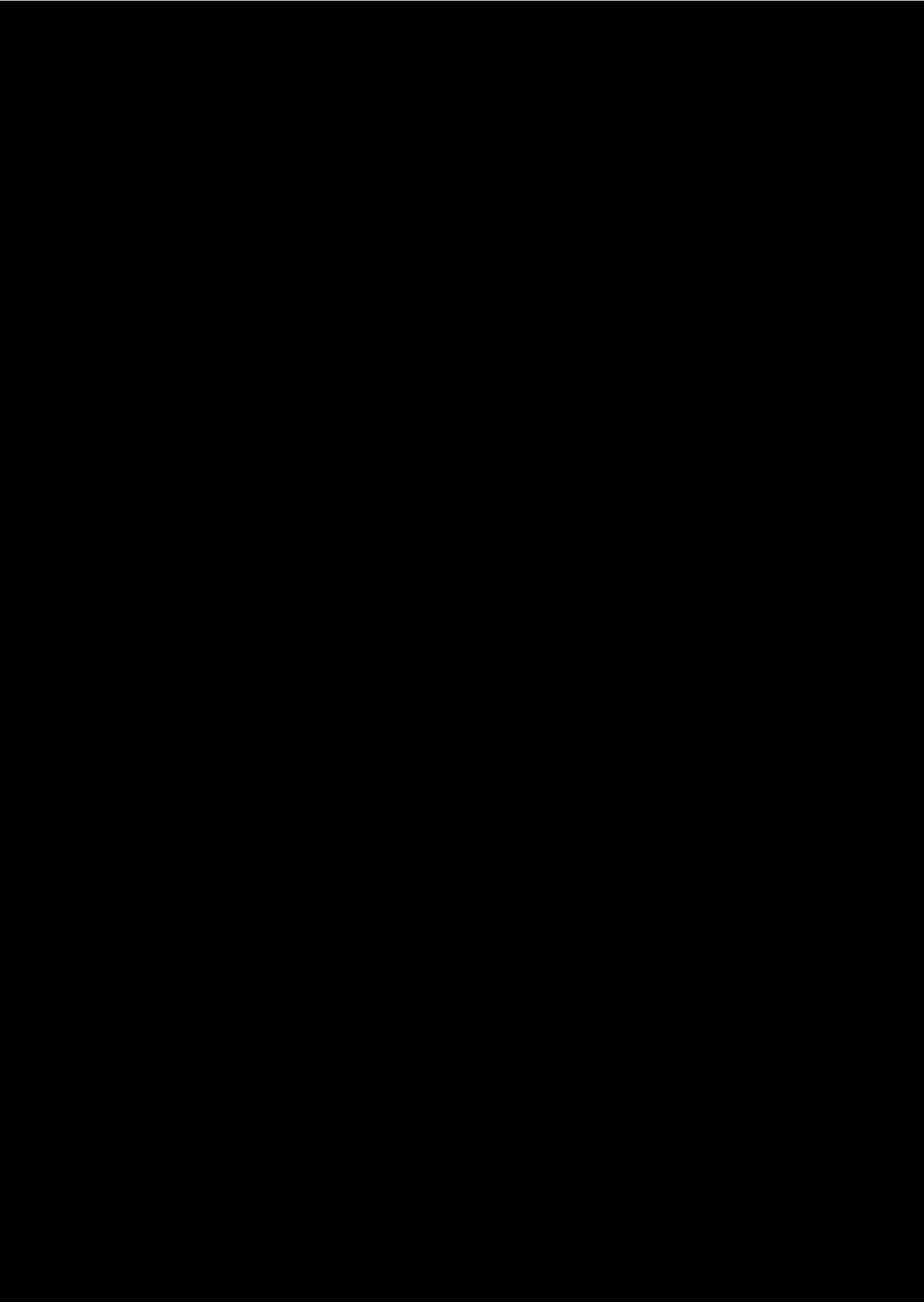
L3C Contractor Representative

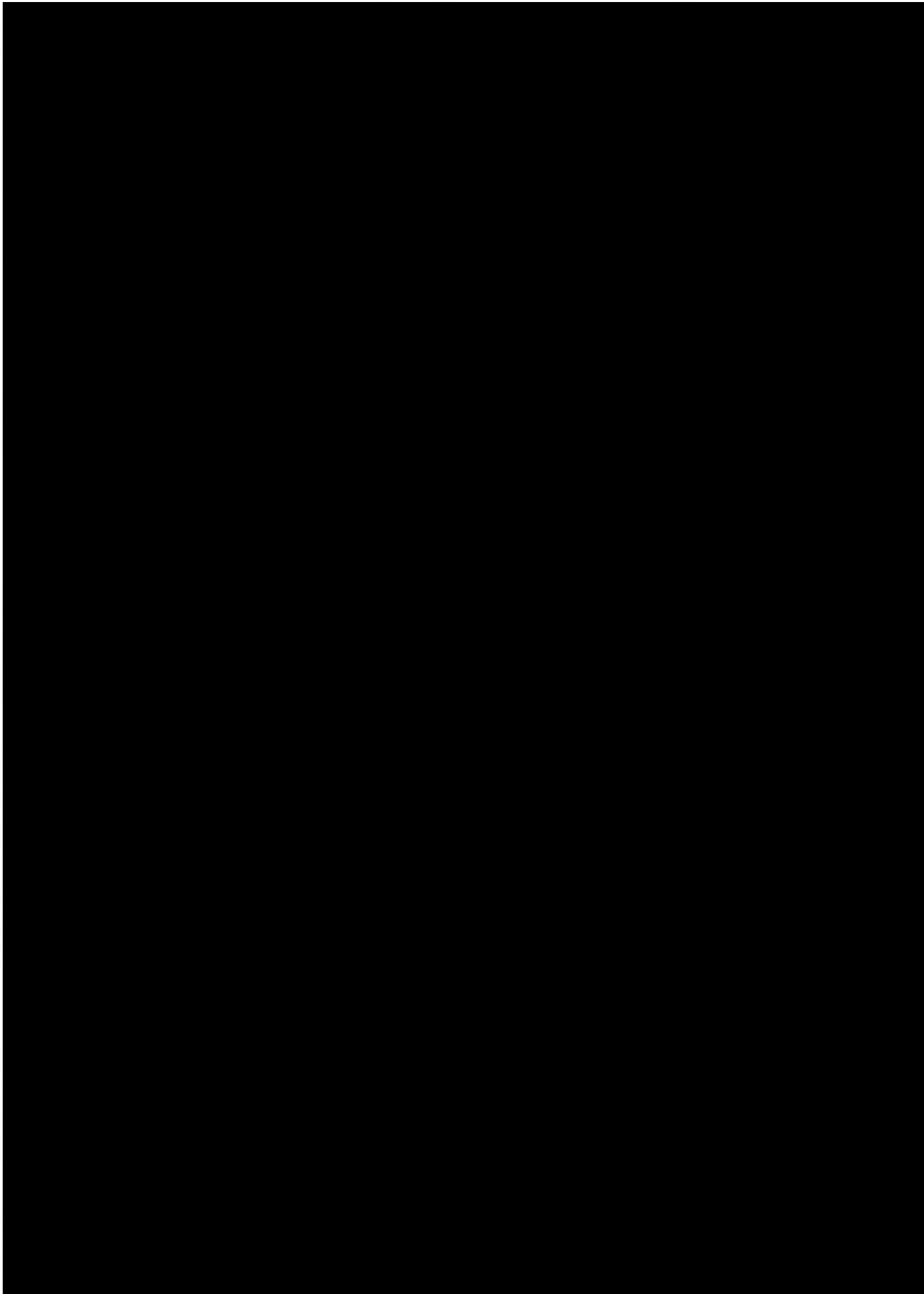
Signature of L3C Contractor Representative

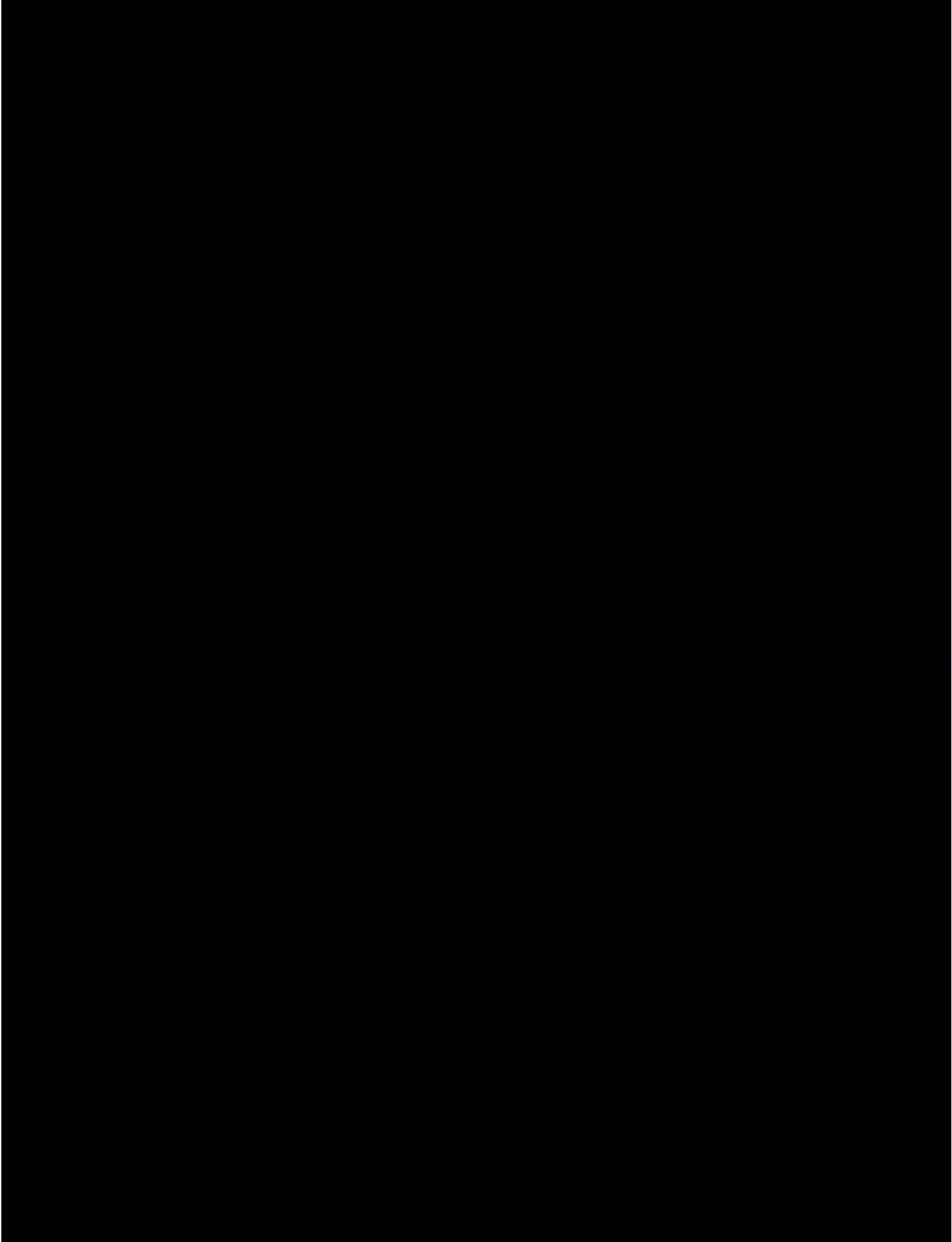
Date

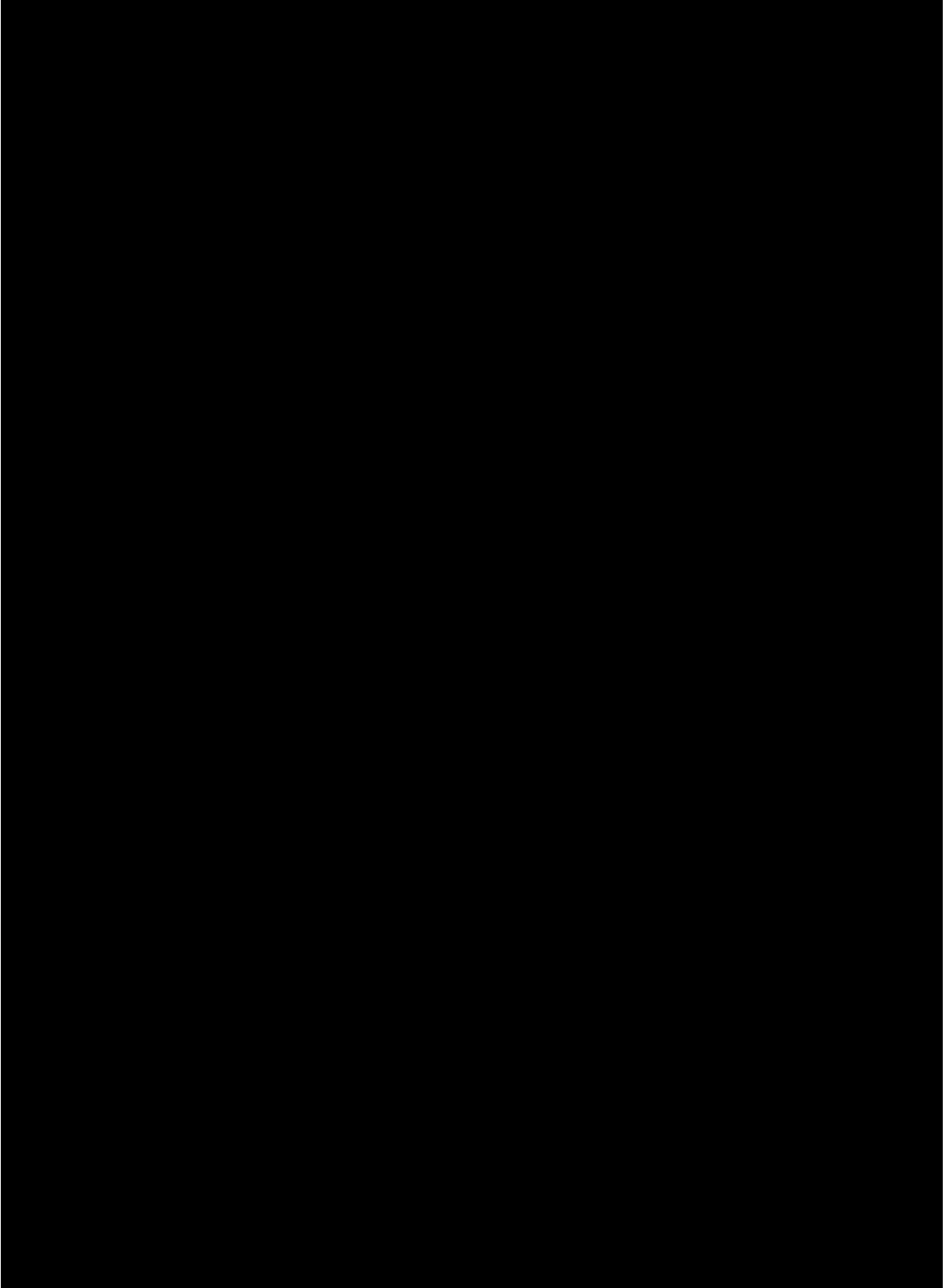
Print name

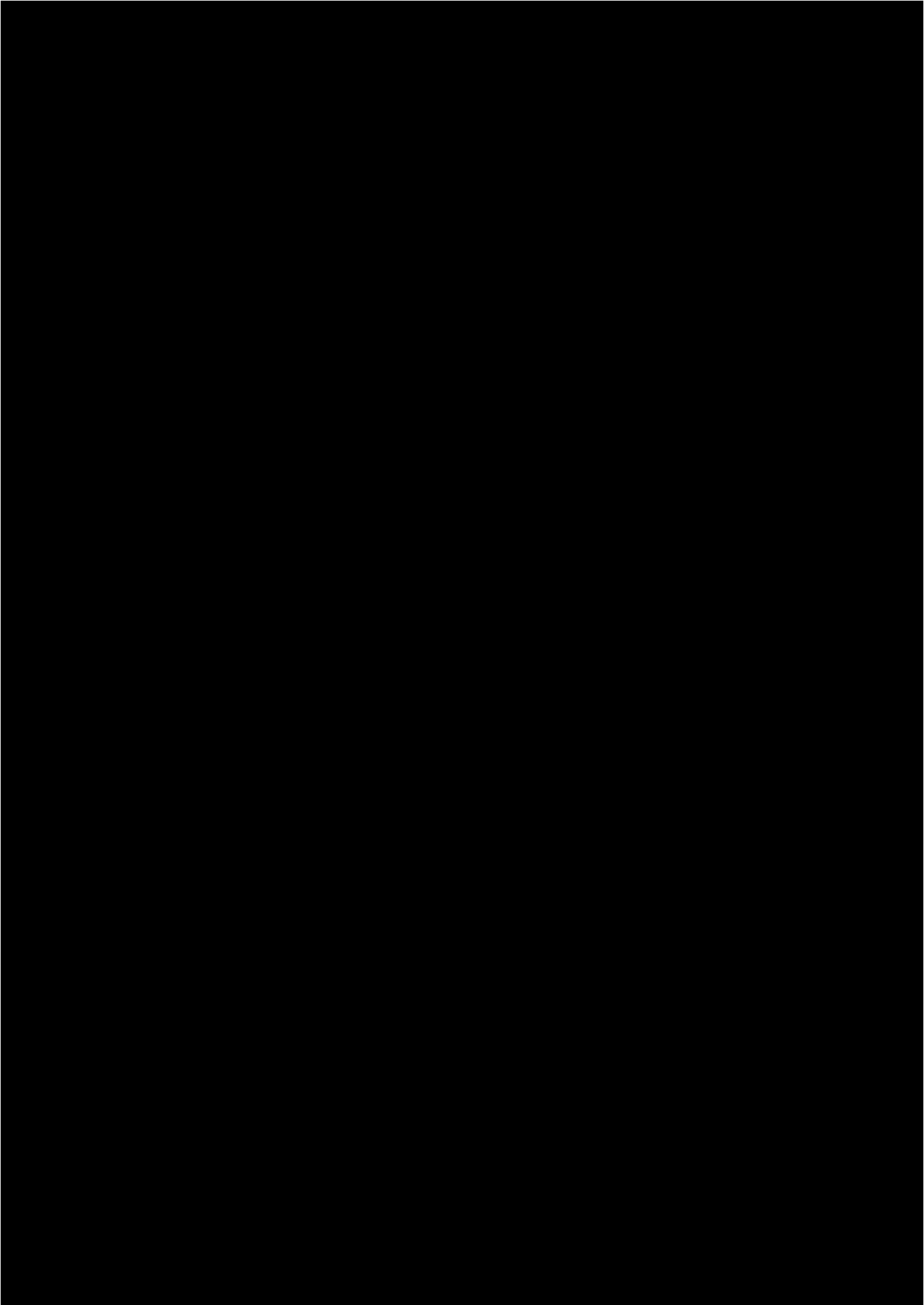


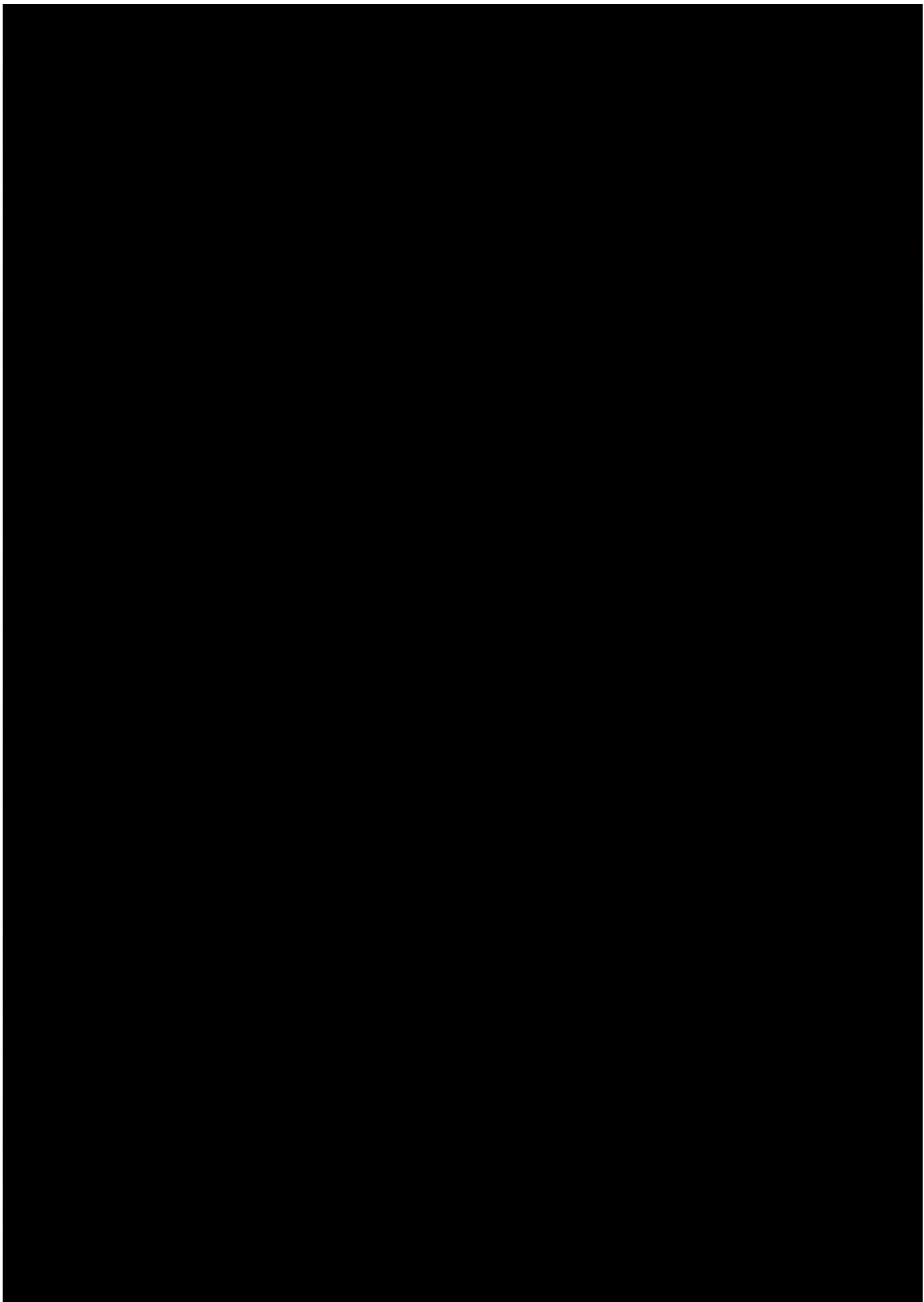


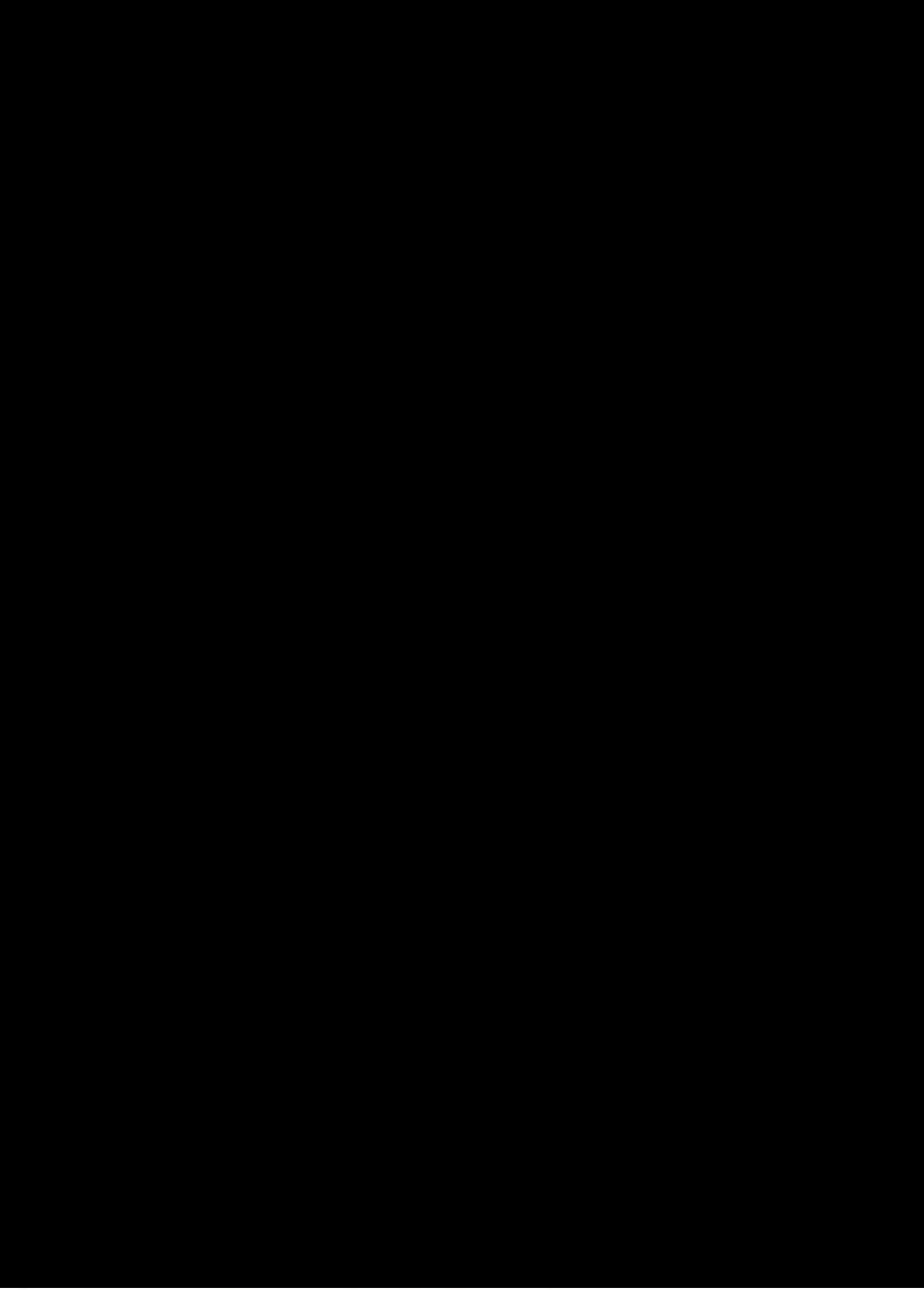


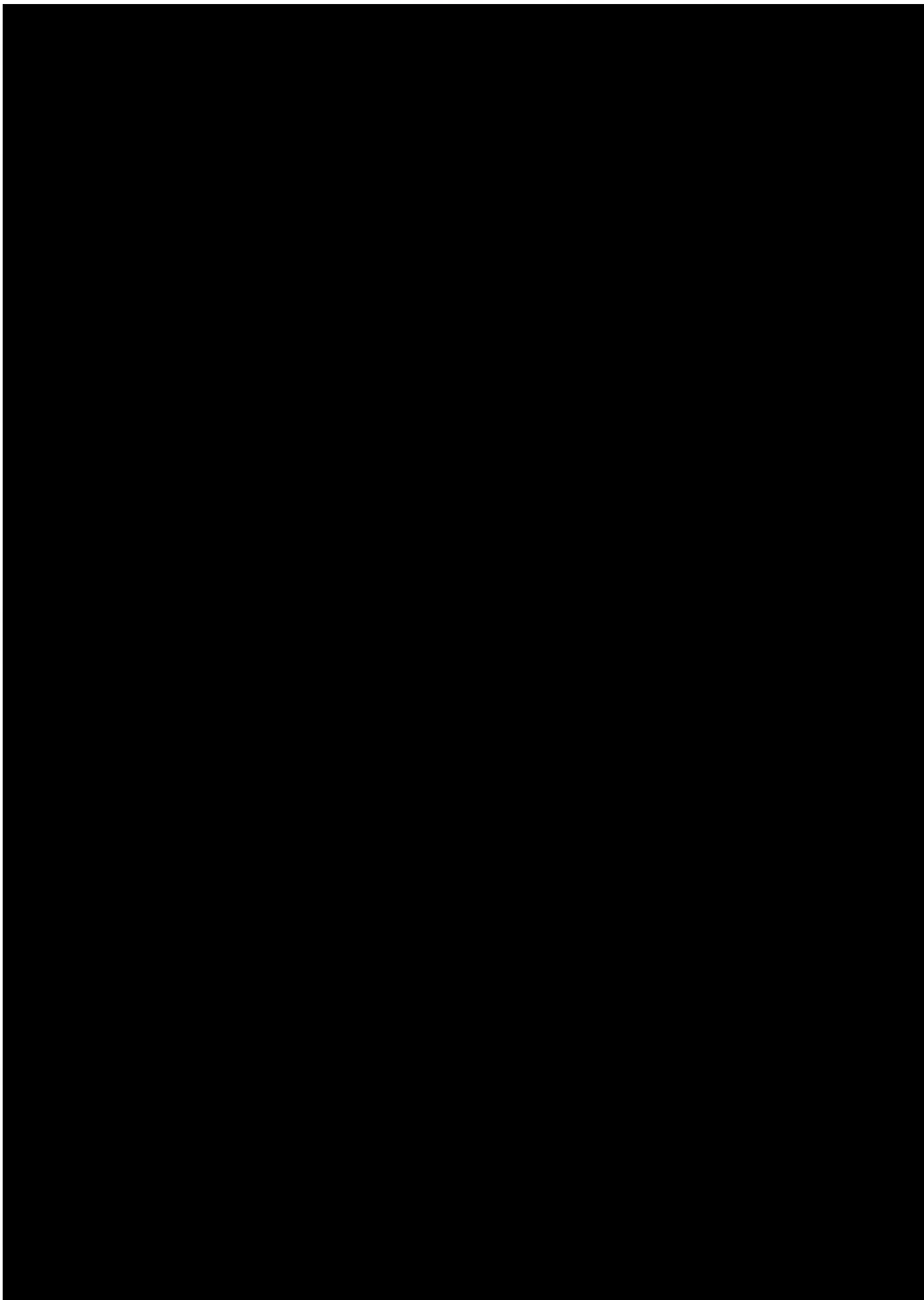


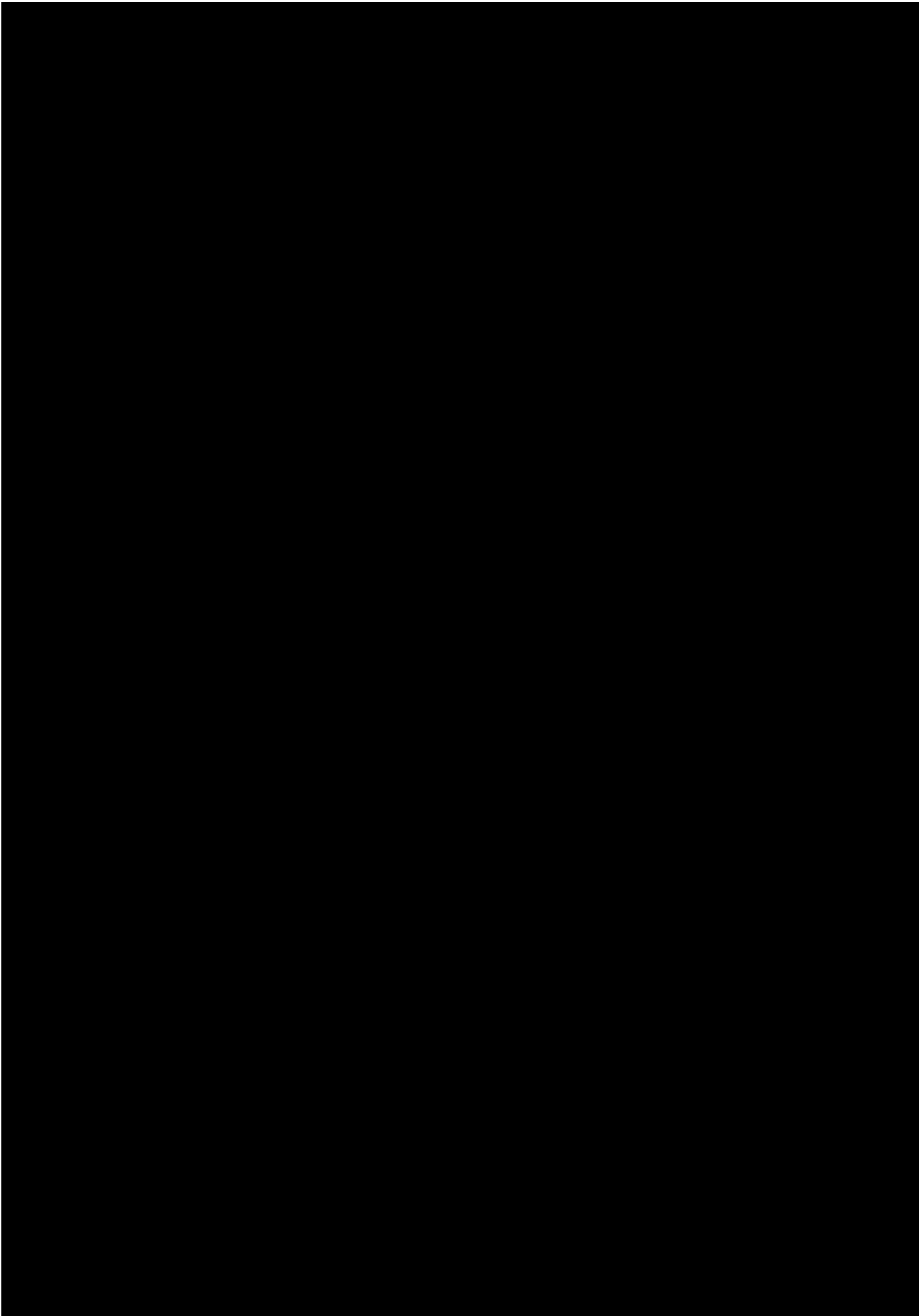


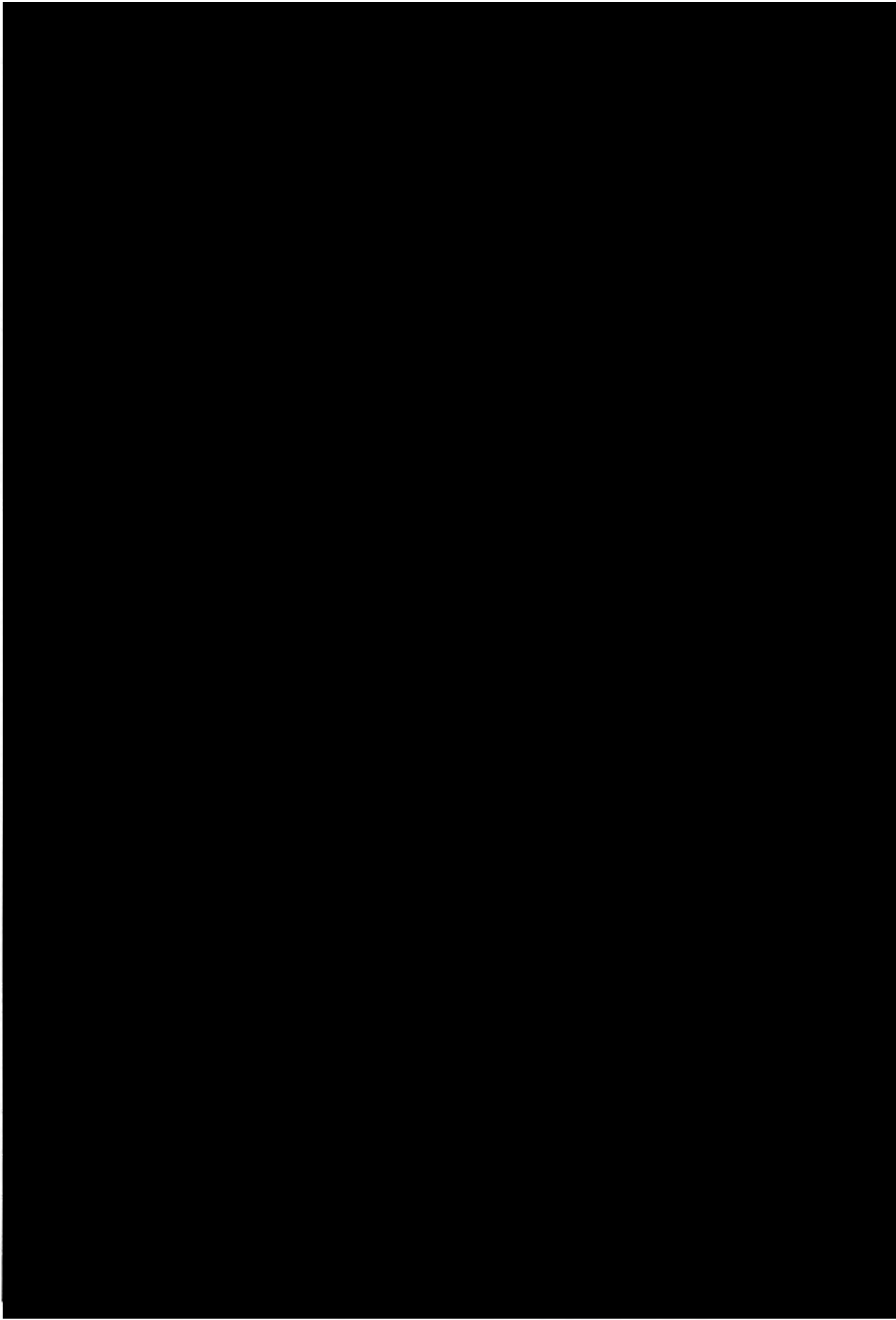


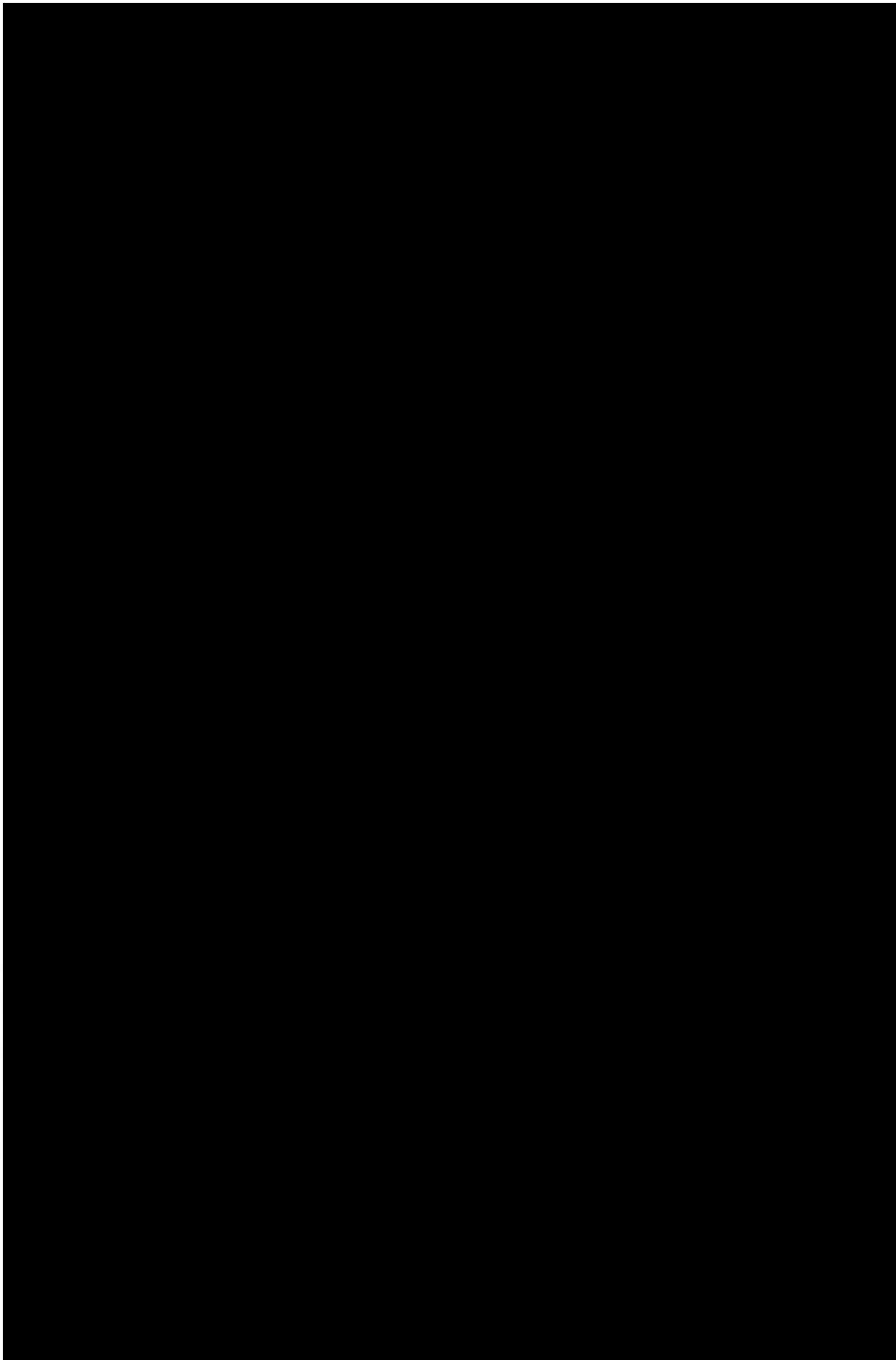


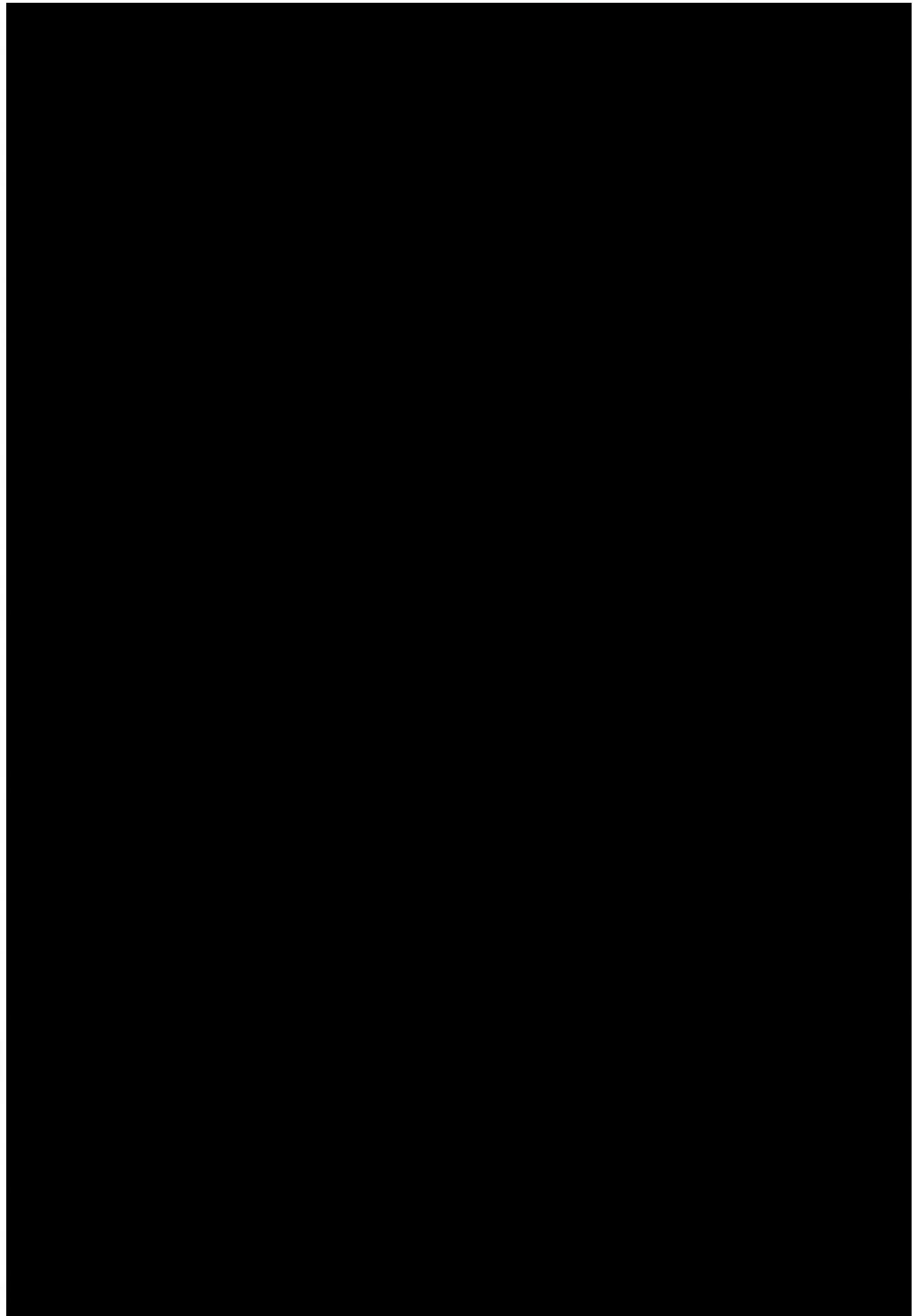


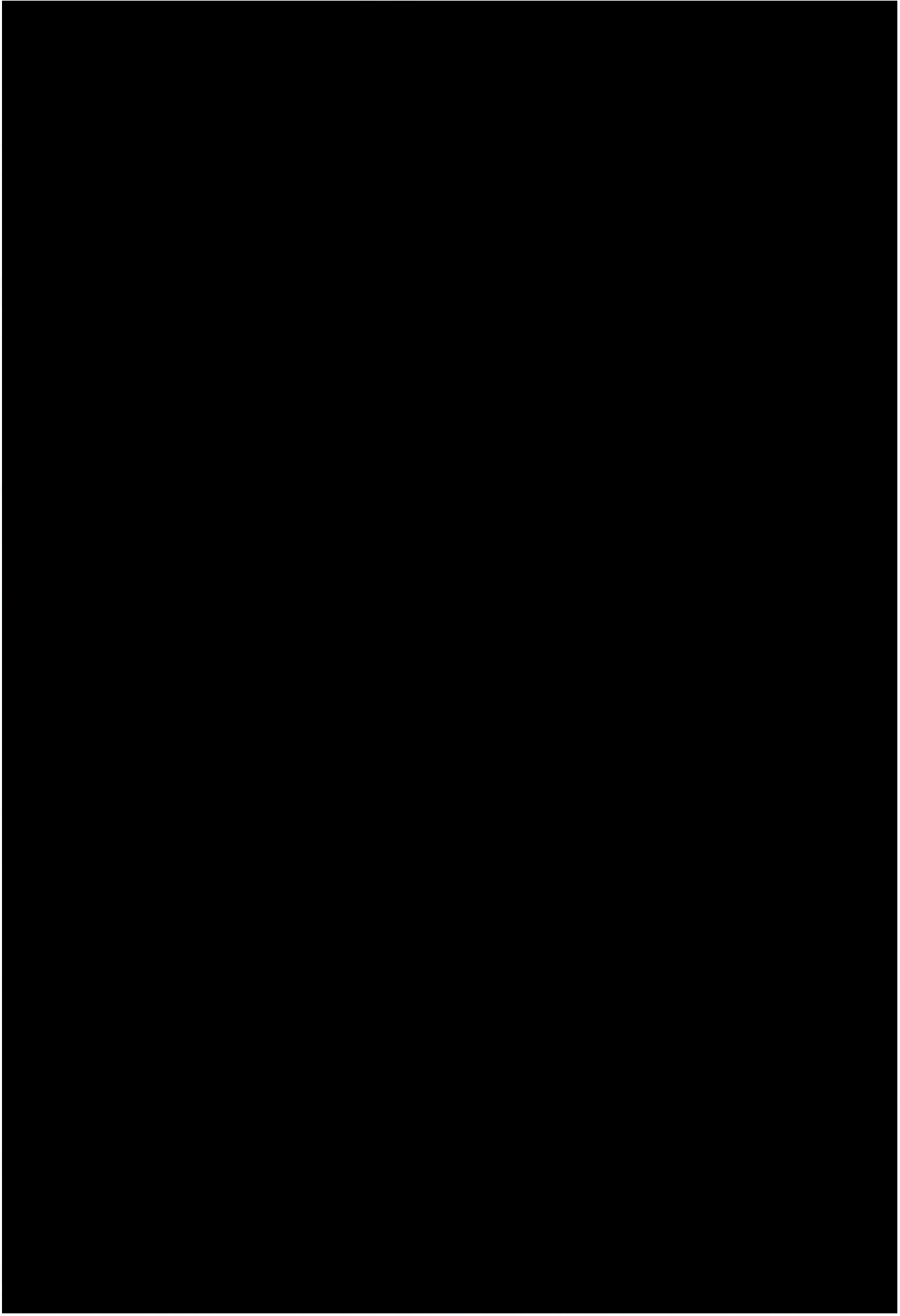


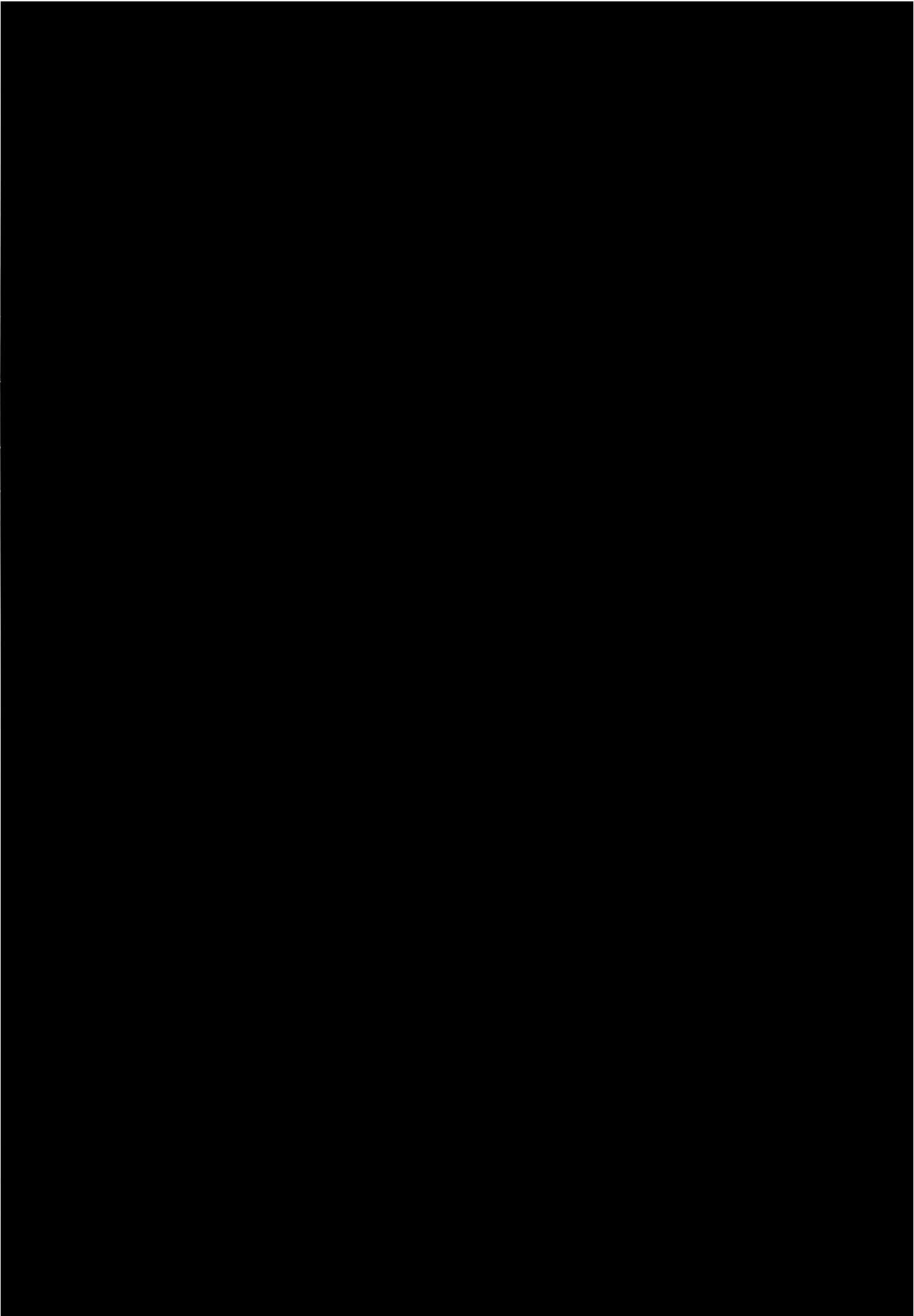


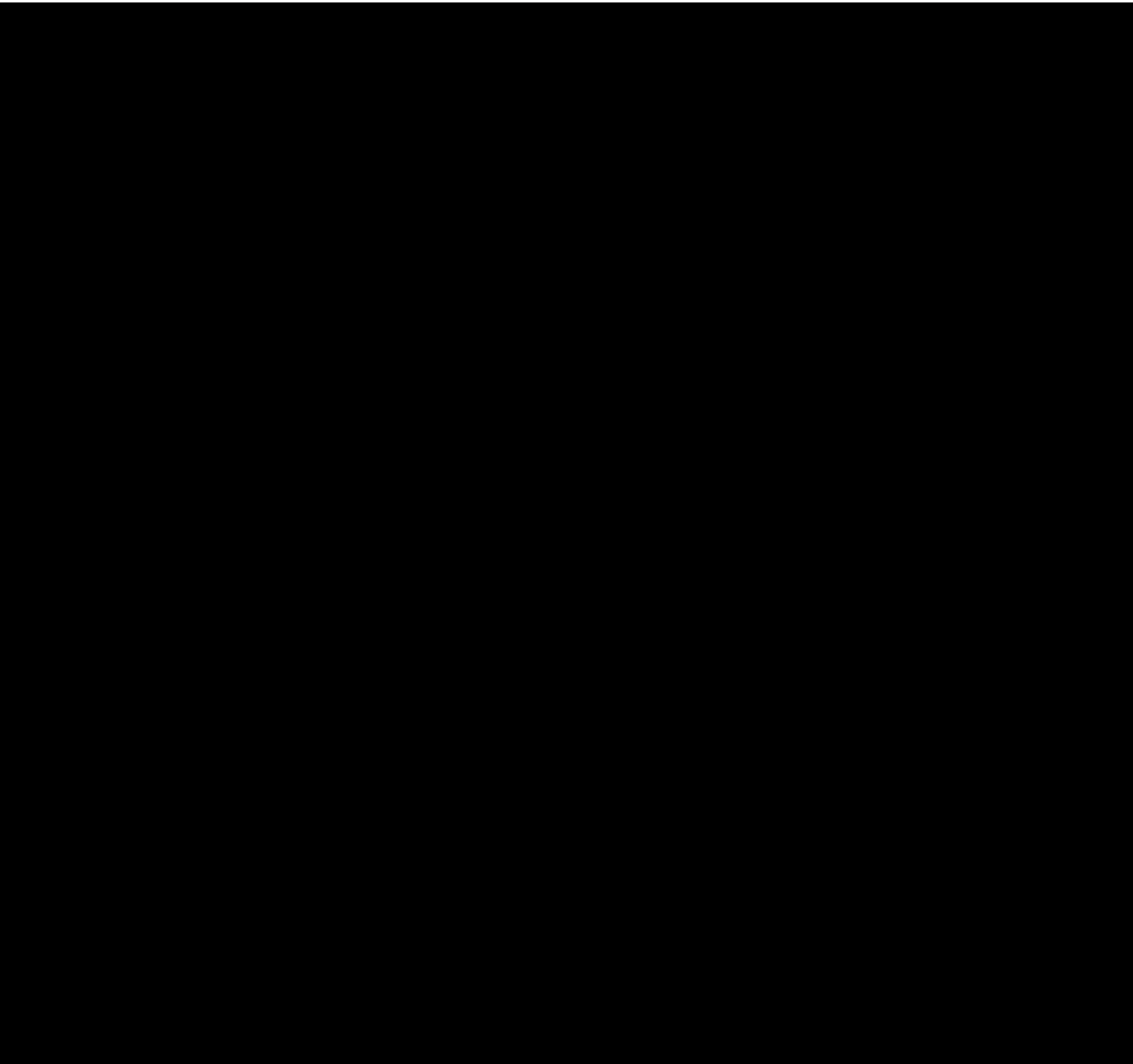




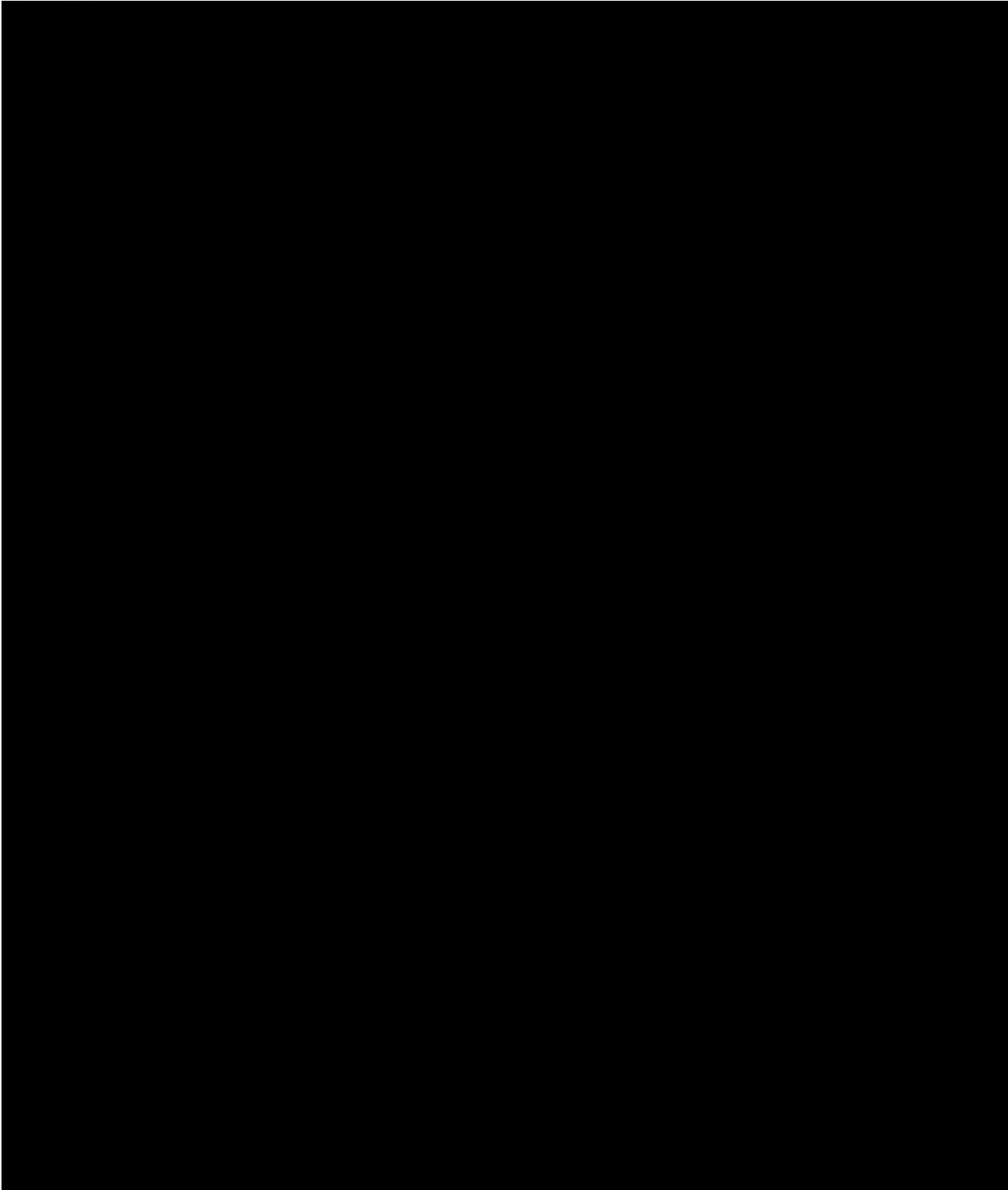


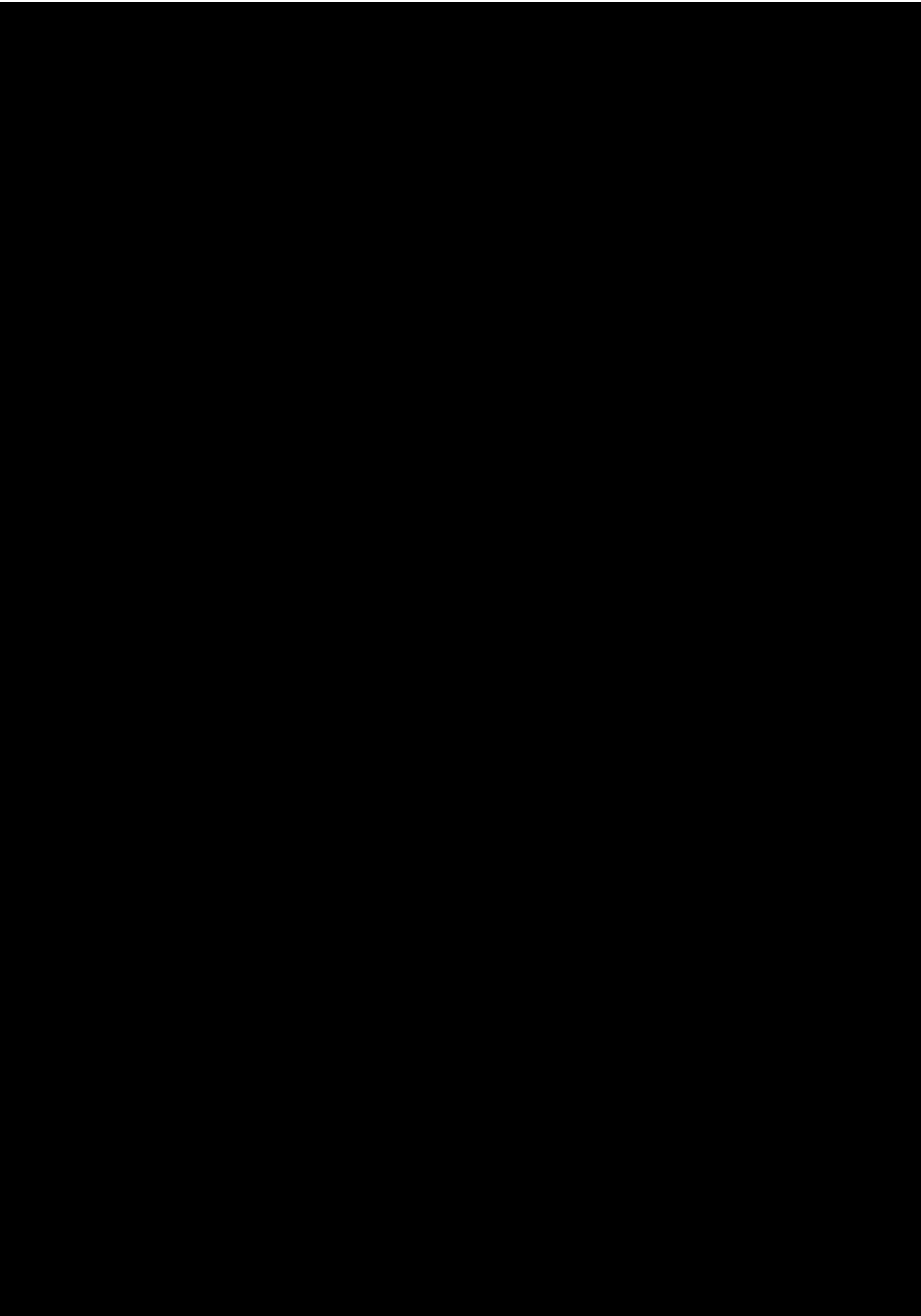


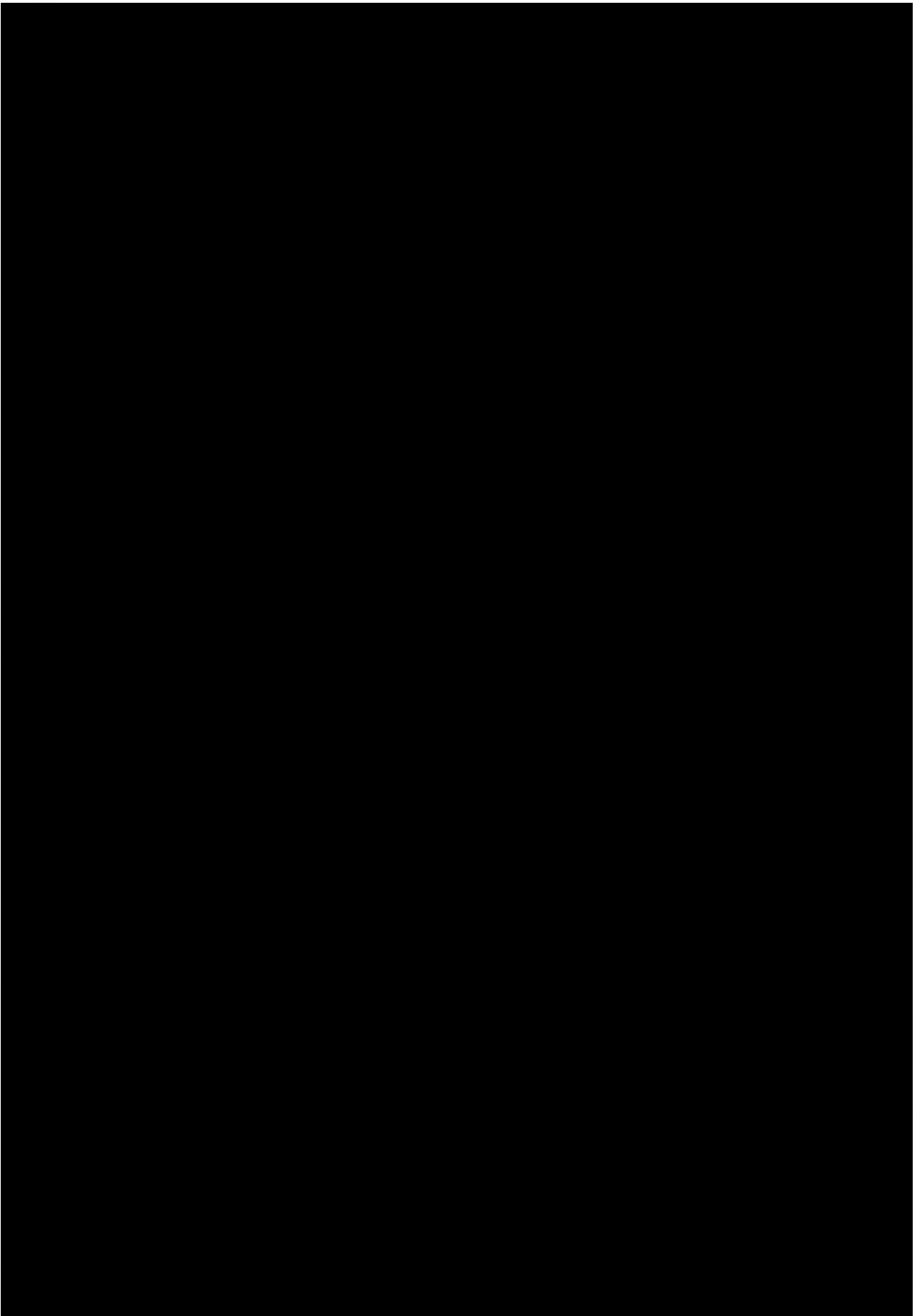












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~~Schedule 20~~ Schedule 21 - RailCorp Rules and Procedures ~~Sydney Trains Rules and Procedures~~

1. Sydney Trains Rules and Procedures

Any reference in this Schedule to a policy, guideline or other document is a reference to such policy, guide or document as updated or replaced from time to time.

This schedule applies without limiting any of the L3C Contractor's obligations under the L3C Agreement.

The ~~RailCorp Rules and Procedures~~ Sydney Trains Rules and Procedures include:

- the NSW Government "Code of Practice for Procurement" (including all guidelines relating to the engagement of apprentices);
- the ~~RailCorp~~ Transport for NSW Code of Conduct;
- ~~RailCorp's~~ Transport for NSW's Statement of Business Ethics;
- ~~SMS-01-PO-3150 Health and Safety Policy~~ SMS-01-PO-0126 Safety Policy;
- ~~SMS-01-SR-3000 Safety Management System Requirements~~ SMS-01-SD-0018 SMS Description;
- ~~SMS-02-OP-3054 Govern Safety~~ SMS-02-SR-0121 Safety Governance;
- ~~SMS-01-SP-3061 Safety Management System and Legislation~~ SMS-03-SR-0213 Legislative and Regulatory Requirements;
- ~~SMS-15-SP-3131~~ 06-SR-0142 Security;
- ~~SMS-0703-SRSP-0105-3063~~ Safety Planning;
- ~~SMS-0804-SRSP-0152-3064~~ Asset Life cycle ~~cycle~~ Cycle Management;
- ~~T MU AM 04001 PL TfNSW Configuration Management Plan~~;
- ~~SMS-09-SR-0151-Configuration Management~~ T MU AM 04003 GU Configuration Management Guide for AEO's;
- ~~SMS-11-SRSP-0123-3011~~ Safety Training and Competence;
- ~~SMS-12-SRSP-1363-3071~~ Engineering Standards;
- ~~SMS-14-SRSP-0124-3074~~ Safety Interface Management;
- ~~SMS-2008-SRSP-1443-3068~~ Managing Fatigue Health Management;
- ~~SMS-13-SP-3073 Safety in Procurement~~ Safety Specification for Supply of Goods;
- ~~Safety Specification for Contractors~~ TS 10504:2013 AEO Guide to Engineering;
- ~~Environmental Management Specification for Supply of Goods~~ Management MU EN 00008 ST Sustainability Assurance Requirements;
- Environmental Management Specification for Contractors;

- ~~RailCorp~~ Sydney Trains Drug and Alcohol Policy
http://intranet.sydneystains.nsw.gov.au/_data/assets/pdf_file/0018/48006/Sydney-Trains-Drug-and-Alcohol-Policy.pdf;
- ~~RailCorp~~ Train Operating Conditions (TOC) Manual;
- ~~RailCorp~~ Train Operations Conditions (TOC) Manual - General Instructions; and
- ~~RailCorp~~ RailSafe Network Rules;
- the policies, codes and standards that, as at the Extension Date, appear on the Sydney Trains and TfNSW safety management and/or quality management systems pertaining to sections outlined in the L3C contract;
- the policies, codes and standards that appear, as at the Extension Date, on the Railsafe website at <https://railsafe.org.au/>, including:
 - the policy entitled "Health and Safety Policy"; and
 - the applicable specifications on the safety and environment specifications page, available, as at the Extension Date at: <https://railsafe.org.au/safety-and-environment-specifications>;
- in relation to work, health and safety management, the Work Health and Safety Management Systems and Auditing Guidelines (5th edition) (September 2013);
- in relation to quality management, AS/NZS ISO 9001 and, if applicable, the NSW Government Quality Management Systems Guidelines for Construction;
- in relation to environmental management, AS/NZS ISO 14001 and, if applicable, the NSW Government Environmental Management System Guidelines (Edition 3 August 2013);
- in relation to asset management, AS ISO 55001;
- if applicable, the NSW Government Procurement Guideline "Skills and Training in the Construction Industry";
- if applicable, the NSW Government Policy on Aboriginal Participation in Construction;
- the NSW Government Policy "Aboriginal Procurement Policy"; and
- any other policies, codes and standards that are notified to the L3C Contractor by Sydney Trains from time to time.

2. Corruption Prevention

- (a) The L3C Contractor warrants and represents to Sydney Trains that:
- (i) it has not, and none of its Associates have, engaged in any corrupt conduct at any time prior to the Extension Date; and
 - (ii) it will not, and will ensure that its Associates do not, at any time engage in any corrupt conduct.
- (b) Without limiting or otherwise restricting any other rights of Sydney Trains under the L3C Agreement, if:

(j) the L3C Contractor or any of its Associates are at any time found to have engaged in corrupt conduct; or

(ii) the L3C Contractor is at any time found to have breached the warranty and representation given in clause 2(a) of this Schedule 21,

Sydney Trains may terminate the L3C Agreement with immediate effect by giving written notice to the L3C Contractor.

(c) In this clause 2, terms which are defined in the *Independent Commission Against Corruption Act 1988 (NSW) (ICAC Act)* have the meaning given in the ICAC Act.

3. Environmental management

3.1 General environmental obligations:

Without limiting or otherwise restricting any other term of this L3C Agreement, the L3C Contractor must:

(a) comply with the requirements set out in Sydney Trains' Environmental Management Specification for Contractors, which is located at <https://railsafe.org.au/safety-and-environment-specifications>;

(b) if required by Sydney Trains, provide a Site specific environmental management plan prepared in accordance with the NSW Government Environment Management System Guidelines found at <https://www.procurepoint.nsw.gov.au/environmental-management-systems> before commencing the L3C Services;

(c) comply with all Laws relating to the environment, policies and safety standards relevant to the L3C Services; and

(d) comply with any Direction in relation to environmental protection that may be given by any relevant Authority or Sydney Trains or Sydney Trains' Representative.

3.2 Responsible management of substances:

Without limiting or otherwise restricting any other term of this L3C Agreement, the L3C Contractor must:

(a) not discharge, without lawful authority, any substance that could be harmful to the environment;

(b) prevent the unlawful discharge, leakage or spillage of substances;

(c) immediately report any leakage or spillage of any harmful substance at Sydney Trains' premises to Sydney Trains and any relevant Authority;

(d) take immediate action to contain the leakage or spillage and minimise environmental damage and clean the area affected by the discharge of any substance (unless otherwise directed by Sydney Trains' Representative or any relevant Authority);

(e) comply with any direction in relation to environmental protection that may be given by any relevant Authority or Sydney Trains; and

(f) pay all costs associated with the remediation and clean-up of any substances, including payment of fines and labour costs and any investigation to delineate the extent of any leakage or spillage.

3.3 Contractor's waste obligations

Without limiting or otherwise restricting any other term of this L3C Agreement, the L3C Contractor must:

- (a) comply with the L3C Agreement specifically in relation to the handling, classification, transportation, tracking and disposal of all waste generated as part of the L3C Services;
- (b) ensure that all waste associated with the L3C Services is assessed, classified, handled, transported, tracked and disposed of in compliance with all relevant Laws relating to the environment, including the Protection of the Environment Operations Act 1997 (NSW) (Protection of the Environment Operations Act) (as amended from time to time) and all requirements of a relevant Authority;
- (c) prior to disposing of any waste associated with the L3C Services obtain Sydney Trains' written approval in relation to every facility or premises at which the L3C Contractor intends to dispose of that waste and then only dispose of that waste to the facility or premises approved by Sydney Trains;
- (d) obtain and maintain waste tracking documentation in accordance with all relevant Laws relating to the environment, including the Protection of the Environment Operations (Waste) Regulation 2014 (NSW) (as amended from time to time);
- (e) in relation to every premises to which waste associated with the L3C Services is transported, provide Sydney Trains' Representative with a proper, accurately completed approved notice in accordance with Section 143 of the Protection of the Environment Operations Act which confirms that:
 - (i) the notice is issued by the owner or occupier of the premises to which waste associated with the L3C Services will be transported;
 - (ii) the place can lawfully be used as a waste facility for the relevant waste; and
 - (iii) there is no reason for the L3C Contractor or Sydney Trains to believe that the place could not lawfully be used as a waste facility for the waste;
- (f) obtain and maintain a waste tracking log and disposal dockets and submit the log and dockets, along with all other chain of custody documentation required by Laws relating to the environment, to Sydney Trains' Representative within 3 Business Days after each individual disposal so as to enable Sydney Trains' Representative to verify that the above requirements have been met; and
- (g) take full responsibility for disposal of all waste and pay all fees and charges associated with assessment, classification, transport, tracking and disposal of waste including any waste levy.

3.4 Indemnity

The L3C Contractor is liable for and indemnifies Sydney Trains in respect of:

- (a) any costs incurred by Sydney Trains to enforce compliance with this clause 3; and
- (b) any loss suffered or incurred by Sydney Trains, or any liability to, or Claims made by, a third party in connection with any breach by the L3C Contractor of this clause 3.

4. Chain of responsibility legislation

- (a) Without limiting or otherwise restricting any of the L3C Contractor's responsibilities or obligations under or in connection with the Heavy Vehicle Law, to the extent heavy vehicles are used in the performance of the L3C Services, the L3C Contractor:
- (i) acknowledges that it is a primary duty holder under the COR Laws with responsibility for developing COR Systems;
 - (ii) must ensure that:
 - A. any heavy vehicles are appropriately maintained with loads that do not exceed vehicle mass or dimension limits and are appropriately secured;
 - B. operators carrying freight containers have a valid Container Weight Declaration; and
 - C. drivers do not exceed speed limits or regulated driving hours, do not drive while impaired by fatigue and observe minimum rest requirements;
 - (iii) must proactively provide reasonable assistance to Sydney Trains' Representative to enable Sydney Trains (and any of Sydney Trains' Associates) to satisfy its duties and responsibilities under the COR Laws;
 - (iv) must obtain and maintain, and ensure that each of its Associates obtains and maintains, all approvals required to enable the applicable activity, function or task to be undertaken lawfully;
 - (v) must undertake any audits or monitoring as requested by Sydney Trains' Representative to demonstrate compliance with this clause 4; and
 - (vi) warrants that it is familiar with and has the capability and resources to comply with the COR Laws and ensure that its Associates comply with all COR Laws.
- (b) Where used in this clause 4:
- (i) "Container Weight Declaration" has the meaning given in the Heavy Vehicle Law;
 - (ii) "COR Laws" means any section of the Heavy Vehicle Law under which the L3C Contractor is "a party in the chain of responsibility" (within the meaning given to that term under the Heavy Vehicle Law);
 - (iii) "COR Systems" means policies, procedures, standards, training and systems designed to ensure, so far as is reasonably practicable, compliance with the COR Laws;
 - (iv) "Heavy Vehicle Law" means the:
 - A. Heavy Vehicle National Law (NSW) within the meaning of that term under the Heavy Vehicle (Adoption of National Law) Act 2013 (NSW); and
 - B. regulations in force under the Heavy Vehicle National Law (NSW) as applied (with modifications) under the Heavy

Vehicle (Adoption of National Law) Act 2013 (NSW) as amended, reproduced or updated from time to time; and

(v) terms which are defined in the Heavy Vehicle Law have the meaning given in the Heavy Vehicle Law.

~~Schedule 21~~ Schedule 22 - Certificate of Completion

Certificate of Completion

Certificate number:

Rotable Part description:

Rotable Part number:

Next inspection due:

This Certificate of Completion certifies that the refurbishment, repair and maintenance of the specified Rotable Part has been carried out in accordance with the L3C Agreement and that the specified Rotable Part is hereby authorised for installation into a Car to perform its functions safely and in accordance with the L3C Agreement.

L3C Contractor Representative

Signature of L3C Contractor Representative

Date

Print name

~~Schedule 22~~Schedule 23 - Definitions and acronyms

1.1 Definitions

Access Licence means the licence entered into by the parties in accordance with clause 4.7(a)(ii) of the L3C Agreement.

Accreditation means accreditation (including provisional accreditation) as referred to in under Division 4 of Part 3, Division 4 of the Rail Safety Act National Law ~~(or an exemption from same).~~

~~**Adjustment Pool** means the pool established for the relevant Performance Adjustment and Gain/Pain Share Adjustments as described in Schedule 20 to the L3C Agreement.~~

Annual L3C Program means a program provided by the L3C Contractor under clause 20.1 to the L3C Agreement which has been endorsed by the Governance Board.

Applicable Cure Period has the meaning given in clause 33.2(a)(iii) of the L3C Agreement.

Approval means any licence, permit, consent, approval, determination certificate or exemption from or by any Authority.

ASA means the Asset Standards Authority.

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

ASA Charter means the document which identifies the ASA's objectives, functions, powers and governance and the duties of Rail Transport Agencies and AEOs in relation to the ASA (as amended from time to time), which is available at <http://www.asa.transport.nsw.gov.au/> or upon request from the Sydney Trains' Representative.

ASA Requirements has the meaning assigned to it in the ASA Charter.

Asset Lifecycle has the meaning assigned to it in the ASA Charter.

Asset Services means the aspects of the L3C Services which relate to the Asset Lifecycle of NSW Rail Assets.

Asset Standards Authority or ASA means the unit within Transport for NSW which sets, controls, maintains, owns and publishes the network and asset standards for NSW Rail Assets as defined in the ASA Charter.

Associate means, in relation to a person, any Related Body Corporate of that person and any officer, employee, agent, contractor, consultant, nominee, licensee, invitee or advisor of that person or that Related Body Corporate and:

- (a) in the case of the L3C Contractor, includes the Subcontractors, and their respective Associates (but does not include ~~RailCorp~~Sydney Trains or any of its Associates); and
- (b) in the case of ~~RailCorp~~Sydney Trains, does not include the L3C Contractor or its Associates.

Authorised Engineering Organisation or AEO means a legal entity to whom the ASA has issued an ASA Authorisation.

Authority means any government or government department, local government, council, government or statutory authority, administrative or judicial body or tribunal, agency, minister, statutory corporation or instrumentality or any person (whether autonomous or not) who is charged with the administration of a Law which has a right to give any consent or impose any requirements in respect to the subject matter of the L3C Agreement including [RailCorp Sydney Trains](#) in its capacity as a government agency.

~~**Availability Incentive** means the amount calculated in accordance with clause 3 of Schedule 20 to the L3C Agreement.~~

~~**Base Availability Payment** means the amount specified as the "Base Availability Payment in Annexure 2 to Schedule 20 to the L3C Agreement."~~

Base CCO Scope means the CCO scope for a Car as set out in the SPTR Appendix 1, Attachment 1 to 6 (inclusive).

Batch Defect means any Defect in any aspect of the L3C Services or item of L3C Inventory which affects more than 10% of any type of L3C Service or type of L3C Inventory provided under the L3C Agreement in any 6 month period. For the purposes of this definition, "type" will be construed broadly, and may include a functional, operational or physical class or model of any aspect of the L3C Service or the L3C Inventory, or any other industry, functional or scientific classification that is used to categorise L3C Services or the L3C Inventory.

~~**Benchmark Consultant** means the independent consultant appointed by RailCorp to produce the Benchmark Report.~~

~~**Benchmark Proposal** means a reasonable proposal submitted by a party in accordance with clauses 3.5(a)(iii), 3.6(a)(iii) or 3.7(a)(iii) of the L3C Agreement (as the context requires), detailing that party's submissions and prices in relation to the benchmarking proposed.~~

~~**Benchmark Report** means a report which compares certain current aspects and components of the management fee, or prices for aspects and components of the L3C Services (as the context requires), against the current market price for the management fee, or the relevant prices for aspects and components of the L3C Services (as the context requires), in accordance with clauses 3.5, 3.6 or 3.7 of the L3C Agreement (as the context requires).~~

Best Practice means railway car and component part maintenance and logistics and inventory management practices which optimise safety, efficiency, durability and performance, and minimise environmental impacts, consistent with:

- (a) recognised Standards, methods, Laws; and
- (b) the most up-to-date practices,

as would be used by leading, highly skilled and experienced contractors for works or services similar to the L3C Services in the context of the requirements of this L3C Agreement.

Bogie Change Out or **BCO** means bogie change out of a Car, being a Component Change Out that primarily involves changing out of bogies.

Bond means:

- (a) the bond required under clause 11.1(a) of the L3C Agreement;
- (b) any replenishment bond under clause 11.4 of the L3C Agreement; and
- (c) any replacement bond under clauses 11.1(b) or 11.5 of the L3C Agreement.

Business Continuity Plan means the plan required under Appendix 6 to the SPTR.

Business Day means a day other than:

- (a) a Saturday, Sunday or a public holiday as gazetted in NSW; or
- (b) a day falling within the period:
 - (i) commencing on the Monday before 24 December in any given year; and
 - (ii) ending on the Friday following 1 January in the following year..

Car means a railway car that forms part of [RailCorp Sydney Trains's](#) Electric Fleet or Diesel Fleet.

Car Forecast means [has the meaning given in clause 20.1\(a\)\(i\) to the L3C Agreement](#).

Certificate of Completion means a certificate in the form set out in Schedule 22 to the L3C Agreement.

Certificate of Readiness means a certificate in the form set out in Schedule 19 to the L3C Agreement.

Change in Law means:

- (a) the amendment, repeal or change of a Law existing at the Execution Date;
- (b) the enactment of any new Law;
- (c) a change in the interpretation or application of a Law brought about by:
 - (i) the amendment, repeal or change of another Law existing at the Execution Date; or
 - (ii) the enactment of a new Law, which directly affects the interpretation or application of another Law existing at the Execution Date,but excluding any such amendment, repeal, change or enactment of a Law or Standard which as at the Execution Date:
- (d) was published or of which public notice had been given (even as a possible amendment, repeal, change or enactment); or
- (e) a party experienced and competent in the delivery of the L3C Services should have reasonably foreseen or anticipated, in substantially the same form as the amendment, repeal, change or enactment eventuating after the Execution Date,

and which has an impact on the L3C Contractor's provision of the L3C Services.

Change in Standard means:

- (a) the amendment, updating or substitution of a Standard current at the Execution Date; or
- (b) the publication of a new Standard,

and which has an impact on the L3C Contractor's provision of the L3C Services.

Change of Control means:

- (a) in respect of a Key Provider, a change in Control but does not include a change in Control of a holding company of a Key Provider; and
 - (b) in respect of the L3C Contractor, any change in:
 - (i) the legal or beneficial ownership of shares in the L3C Contractor or any issue or buyback of its shares;
 - (ii) the beneficiaries of any trust of which the L3C Contractor is, or any of the shareholders in the L3C Contractor are, a trustee; or
 - (iii) the effective ownership, management or control of the L3C Contractor,
- from that existing on the Execution Date. A Change of Control may be direct or indirect, and may be as a result of or by means of any trust, agreement, arrangement or understanding whether legally enforceable or not.

Claim includes any claim for payment of money (including damages) or for a KPI Relief Event:

- (a) under, arising out of, or in any way in connection with the:
 - (i) L3C Services;
 - (ii) Private Services; or
 - (iii) L3C Agreement,

including any Direction of ~~RailCorp~~Sydney Trains or ~~RailCorp~~Sydney Trains's Representative and any ~~RailCorp~~Sydney Trains Information;
- (b) arising out of or in connection with either party's conduct before the Execution Date; or
- (c) otherwise at Law or in equity including:
 - (i) statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution.

~~**Class A** means a category of L3C Inventory as defined in Table 2 of Schedule 20 to the L3C Agreement.~~

~~**Class B** means a category of L3C Inventory as defined in Table 2 of Schedule 20 to the L3C Agreement.~~

~~**Class C** means a category of L3C Inventory as defined in Table 2 of Schedule 20 to the L3C Agreement.~~

Commercial in Confidence Information means:

- (a) subject to subclause (b):
 - (i) the L3C Contractor's cost records, including cost estimates and calculations, financial statements, budgets and invoices relating to the L3C Services;

- (ii) records evidencing the L3C Contractor's compliance with its obligations in connection with risk management and assurance systems including quality, safety, environment and probity;
 - (iii) records of the L3C Contractor's performance against the performance standards required by the L3C Agreement;
 - (iv) invoices, financial statements and financial records related to Private Services;
 - (v) all consultant's reports and opinions obtained by the L3C Contractor in relation to the matters in paragraphs (i) — (iv);
 - (vi) legal, insurance broker and accounting reports and opinions obtained in relation to the L3C Services; and
- (b) Commercial in Confidence Information does not mean:
- (i) the identity of any supplier of any part of the L3C Inventory or any of the L3C Contractor's Associates;
 - (ii) any price paid by the L3C Contractor for any of the L3C Inventory; or
 - (iii) any annual budget for the L3C Services agreed by the parties.

Commercialise means ~~RailCorpSydney Trains~~, or any sub-licensee of ~~RailCorpSydney Trains~~:

- (a) using the Intellectual Property licensed under clause ~~1.1(f)1.1(e)~~ of Schedule 5 to obtain royalties or to make or produce goods or services for supply to a third party for royalties or other consideration; or
- (b) authorises another person to use the Intellectual Property licensed under clause ~~1.1(f)1.1(e)~~ of Schedule 5 to obtain royalties or to make or produce goods or services for supply to a third party for royalties or other consideration.

Competence Records means, with respect to any Rail Safety Worker engaged in connection with the L3C Services, Private Services or any other works on the Site (including those engaged by Subcontractors), the following information:

- (a) the rail safety training undertaken by the Rail Safety Worker, including when, and for how long, the training was undertaken;
- (b) the qualifications of the Rail Safety Worker, including (if applicable):
 - (i) the units of competence undertaken to achieve the qualification;
 - (ii) the level of qualification attained;
 - (iii) if, and when, a re-assessment of competence is to be conducted;
 - (iv) if, and when, any re-training is due and was undertaken; and
 - (v) the name of any organisation conducting training or re-training;
- (c) the name and qualifications of any person who assessed the competence of the worker; and

(d) any further information requested by Sydney Trains with respect to the competence of the Rail Safety Worker.

Component Change Out or CCO means a component change out of a Car being the removal and replacement of Component Parts.

Component Part means all equipment, Rotable Parts or assembly of equipment or parts which perform an integral function on a Car.

Concept Design means the Design Documentation to concept design stage required to be completed for an Engineering Change Proposal (if any).

Confidential Information means information:

- (a) disclosed by or on behalf of one party to the other party; or
- (b) relating to one party of which the other party becomes aware,

during the Term or in prior discussions between the parties in anticipation of any L3C Transaction Document, including any:

- (c) of the documents (or parts of documents) or information which are specified in Schedule 6 of the L3C Agreement;
- (d) of the Reference Documents;
- (e) information designated as confidential by the party disclosing the information; and
- (f) other information which by its nature should reasonably be considered to be confidential information of the party disclosing the information or of a person to whom the party disclosing the information owes a duty of confidence.

Confidential Information may be provided in writing, electronically, verbally or otherwise.

Configuration means interrelated functional and physical characteristics of a product defined in product configuration information.

Confirmed Car Forecast the meaning given in clause 20.1(d)(i) of the L3C Agreement.

Confirmed Maintenance Centre RP and BCO Forecast has the meaning given in clause 20.1(d)(ii) of the L3C Agreement.

Confirmed Set Arrival Date means the scheduled date for arrival of the Set as determined by Sydney Trains in accordance with clause 21.3(d)(ii) of the L3C Agreement.

Confirmed Set Departure Date means the scheduled date for departure of the Set as determined by Sydney Trains in accordance with clause 21.3(d)(ii) of the L3C Agreement as extended by any Purchase Order Variation Request in accordance with clause 21.4(h)(i) of the L3C Agreement.

~~**Construction Work** has the meaning given to that term under the OH&S Regulation.~~

Contestable Item means an item of L3C Inventory for which more than one supplier has been approved in accordance with the L3C Agreement.

Contract Management Committee means the committee of that name formed by the parties in accordance with Appendix 8 to the SPTR.

Contract Month means a calendar month which falls (as a whole or in part) within the Term, except that:

- (a) the first Contract Month will commence on the Execution Date and will end at the end of that calendar month; and
- (b) the last Contract Month will end on the last day of the Term.

Contract Quarter means a period of three months commencing on 1 January, 1 April, 1 July or 1 October which falls (as a whole or in part) within the Term, except that:

- (a) the first Contract Quarter will commence on the Execution Date and will end at the end of that Quarter; and
- (b) the last Contract Quarter shall end on the last day of the Term.

Contract Year means a financial year which falls (as a whole or in part) within the Term, except that:

- (a) the first Contract Year will commence on the Execution Date and will end at the end of that Financial Year in which the Execution Date falls; and
- (b) the last Contract Year will end on the last day of the Term.

~~(b)~~

Control has the meaning given in the Corporations Act.

Consequential Loss or Damage means:

- (a) subject to (b), loss of revenue, loss of profit or anticipated profit, loss of use of, loss of patronage, loss of sales, loss of turnover, loss of reputation (or damage to it), loss of production, loss of goodwill or any other loss or damage of a similar nature; and
- (b) Consequential Loss or Damage excludes:
 - (i) the cost of arranging alternative transportation; or
 - (ii) any costs that ~~RailCorp~~Sydney Trains incurs in having the L3C Services provided at a location other than the Site or provided by a person other than the L3C Contractor.

Cooperation and Interface Agreement means an agreement substantially similar to the cooperation and interface agreement set out in Schedule 13 to the L3C Agreement.

Corporations Act means the Corporations Act 2001 (Cth).

COS KPI means the Cars Out of Service KPI as set out in clause 6 of Schedule 20 to the L3C Agreement.

COTS means any standard-packaged, off-the-shelf software program or suite of programs made generally commercially available for production use by its applicable vendor without individual or bespoke customisation for the L3C Services and which does not perform functions or exhibit features required for or related to the core functionality of the Cars, Rotable Parts, Component Parts, L3C Inventory, Plant or parts thereof.

CPI means the "Weighted Average of Eight Capital Cities: All Groups Consumer Price Index" as maintained and published quarterly by the Australia Bureau of Statistics (ABS). If the

Weighted Average of Eight Capital Cities: All Groups Consumer Price Index ceases to be published quarterly or its method of calculation substantially alters, then the Weighted Average of Eight Capital Cities: All Groups Consumer Price Index is to be replaced by the nearest equivalent index as selected in good faith by [RailCorp Sydney Trains's](#) Representative and any necessary consequential amendments are to be made.

CPI Indexation factor means in respect of a Quarter q, means the factor calculated in accordance with clause [87](#) of Schedule 20 to the L3C Agreement.

Cure Plan has the meaning given in clause 33.3(a)(iv) of the L3C Agreement.

Current CPI means the CPI for the quarter immediately before [RailCorp Sydney Trains](#) makes an adjustment under clause 11.6, clause 38.5 or clause 43.6(f) of the L3C Agreement or clause 1.9 of Schedule 11 to the L3C Agreement (as the case may be).

Day means any calendar day.

Dead Stock means L3C Inventory (generally Rotable Parts) requiring repair which cannot be used for the L3C Services.

Deed of Disclaimer and Confidentiality means the each deed so named and executed by UGL Rail Services dated 12 May 2011 and Unipart Rail dated 9 May 2011.

Deed of Extension and Variation means the document entitled "Deed of Extension and Variation - L3C Agreement" between Sydney Trains and the L3C Contractor dated on or about 1 July 2019.

Deed of Variation means the document entitled Deed of Variation between Sydney Trains and the L3C Contractor dated in or around May 2015.

Deed of Variation (Parent Company Deed of Guarantee and Indemnity) means the deed of variation required under clause 11.10(b)(i) of the L3C Agreement.

Deed of Novation means the deed of novation required under clause 11.10(b)(ii) of the L3C Agreement.

Default Notice has the meaning given in clause 33.2(a) of the L3C Agreement.

Defect means any defect, error, shrinkage, omission or other fault in the L3C Services or the L3C Inventory or which affects the L3C Services or the L3C Inventory, which results from a failure of the L3C Contractor to comply with the requirements of the L3C Agreement.

Definitions and Acronyms means this Schedule 23 to the L3C Agreement..

Deliverables has the meaning given in clause 1.1(d) of Schedule 5 to the L3C Agreement.

Depot Logistics Commencement Date has the meaning given in clause [8.5\(b\)](#).

Design Documentation means all design documentation (including drawings, designs, specifications, manuals, patterns, models, samples, calculations and the like) and other information which is necessary for the L3C Contractor to perform the L3C Services or to prepare (if any), including in respect of any:

(a) systems, goods, materials or parts including any Rotable Parts, Component Parts, L3C Inventory, Plant or parts thereof (as applicable); or

(b) modifications or alterations of the Cars.

Diesel Fleet means the total number of diesel Cars owned, operated or controlled by [RailCorp Sydney Trains](#) and outlined in section 2.2.1 of the SPTR.

Direct Deed means each of the agreements to be entered into by [RailCorp Sydney Trains](#), the L3C Contractor and one of the Key Providers.

Direction or Direct includes any approval, authorisation, decision, demand, determination, direction, instruction, notice, order, permission, request, rejection or requirement.

Dispute Notice has the meaning given in clause 43.2(a) of the L3C Agreement.

Draft CCO Scope means a written draft of the changes to the Base CCO scope which lists the proposed scheduled L3C Services which must be performed on a Car, as described in clause 21.2(b).

Draft L3C Program means a draft program provided by the L3C Contractor under clause 20.1(e) to the L3C Agreement.

DOS KPI means the Days of Supply KPI as set out in clause 6 of Schedule 20 to the L3C Agreement.

Electric Fleet means the total number of electric passenger Cars owned or operated by [RailCorp Sydney Trains](#) and outlined in section 2.2.1 of the SPTR.

Electricity Supply Agreement means an agreement substantially in the form of that annexed to the Lease.

Ellipse means [RailCorp Sydney Trains](#)'s asset management solution for the Diesel Fleet.

Engineering Change Proposal means a document titled "Engineering Change Proposal" (including a Concept Design (if applicable)) prepared by the L3C Contractor substantially in the form of Schedule 27 to the L3C Agreement.

Environment ~~includes all aspects of the surroundings of human beings including~~ means components of the earth, including:

- (a) ~~land, air and water~~ the physical characteristics of those surroundings such as the land, the waters and the atmosphere;
- (b) any layer of the ~~atmosphere~~ the biological characteristics of those surroundings such as the animals, plants and other forms of life; and
- (c) ~~any organic or inorganic matter and any living organism~~ the aesthetic characteristics of those surroundings such as their appearance, sounds, smells, tastes and textures, and
- (d) ~~human-made or modified structures and areas.~~
- (e) ~~and includes interacting natural ecosystems that include components referred to in paragraphs (a) to (c).~~

Escrow Agent means the escrow agent in the Escrow Agreement.

Escrow Agreement means the agreement between [RailCorp Sydney Trains](#), the L3C Contractor and the Escrow Agent dated on or about the Execution Date and substantially in the form of Schedule 10 to the L3C Agreement.

Event of Default has the meaning given in clause 33.1 of the L3C Agreement.

Execution Date means the applicable date stated in Item 1 of the Key Details.

Extension Bond means the bond the L3C Contractor must provide on or before the Extension Date and described in Item 3 of the Key Details.

Extension Date means the applicable date stated in Item 1 of the Key Details.

Final CCO Scope means a written scope prepared in accordance with clause 21.3 which lists all changes to the Base CCO Scope and the scheduled L3C Services which must be performed on a Car.

Final Service Report means the report to be delivered by the L3C Contractor to Sydney Trains following completion of each CCO, which contains details of:

- (a) work completed during the CCO;
- (b) the Component Parts changed;
- (c) known open defects with EAM notification reference;
- (d) test results; and
- (e) evidence that all safety-critical tasks and operational-critical tasks have been completed.

Financial Year means each 12 month period commencing on 1 July and ending on 30 June.

Force Majeure Event means:

- (a) acts of God, earthquake, cyclone, lightning or landslide;
- (b) acts of the public enemy, war, terrorism, blockade, revolution, riot;
- (c) insurrection, rebellion or civil commotion;
- (d) damage by aircraft or other airborne objects; and
- (e) in circumstances reasonably beyond the control of the L3C Contractor:
 - (i) flood, storm, fire or explosion;
 - (ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (iii) any embargo; or
 - (iv) nation wide or state wide industrial action which does not only affect the L3C Contractor or the L3C Contractor and its Associates.

Gain/Pain Share Adjustment means the gain/pain share adjustment applying with respect to clause 5 of Schedule 20 to the L3C Agreement.

General Inspection has the meaning at section 2.7 of Appendix 1 to the SPTR.

Governance Board means the board of that name formed by the parties in accordance with Appendix 8 to the SPTR.

GST has the meaning given under GST Law.

GST exclusive consideration has the meaning given in clause 27.1(b) of the L3C Agreement.

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

Guarantor means:

(a) at the Execution Date, each of UGL Limited ABN 85 009 180 287 and Unipart Group of Companies Limited, Company No. 01994997; and

(b) at the Extension Date, each of UGL Pty Limited ABN 85 009 180 287 and Unipart Rail Limited, Company No. 03038418.

Handback Assessor means the independent expert who will carry out the Handback Audit appointed by:

(a) agreement between the parties; or

(b) failing agreement, within 20 Business Days of a request made by RailCorp Sydney Trains, appointed by the National President of the Australian Institute of Quantity Surveyors.

Handback Audit means the audit of the L3C Contractor's compliance with the L3C Agreement and the Lease carried out by the Handback Assessor.

Handback Condition means the required condition of the Plant, Site and L3C Inventory on the expiry of the Term as required by the L3C Agreement and the Lease.

Handback Matters Notice has the meaning given in clause 31.6(a) of the L3C Agreement.

Handback Matters Agreement Notice has the meaning given in clause 31.6(b)(i) of the L3C Agreement.

Handback Matters Disagreement Notice has the meaning given in clause 31.6(b)(ii) of the L3C Agreement.

~~IAMA has the meaning given in clause 43.3(b) of the L3C Agreement.~~

ICT systems means information and communication technology systems.

Incident has the meaning in section 3.3 of the SPTR.

Indicative Asset Statement means the statement that the L3C Contractor must provide to RailCorp Sydney Trains under clause 31.1 of the L3C Agreement.

Incoming Inspection means the inspection to be carried out by Sydney Trains and the L3C Contractor under clause 21.4(a)(ii) of the L3C Agreement.

Independent Expert means a person appointed by the parties under clause 43.4 of the L3C Agreement.

Independent Transport Safety Regulator or ITSr means the Independent Transport Safety Regulator constituted under the Transport Administration Act.

Initial Bond means the bond the L3C Contractor must provide on or before the Execution Date and described in Item 3 of the Key Details.

Initial Plans has the meaning given in section 4.3 of the SPTR.

Initial Term means a period of 7 years commencing on the L3C Services Commencement Date.

Insolvency Event means:

- (a) the L3C Contractor or a Guarantor enters a deed of company arrangement with creditors;
- (b) a controller or administrator is appointed over all or any of the L3C Contractor's or a Guarantor's assets or undertaking;
- (c) an application is made to a court for the winding up of the L3C Contractor or a Guarantor and is not stayed within 10 Business Days;
- (d) a winding up order is made in respect of the L3C Contractor or a Guarantor;
- (e) the L3C Contractor or a Guarantor resolves by special resolution that it be wound up voluntarily (other than for a member's voluntary winding-up);
- (f) execution is levied against the L3C Contractor or a Guarantor by creditors, debenture holders or trustees or under a floating charge by way of writ of execution, garnishee order, freezing order or similar order, attachment or other process against or in relation to any asset of the L3C Contractor or a Guarantor; or
- (g) the L3C Contractor or a Guarantor is:
 - (i) insolvent within the meaning of section 95A of the Corporations Act ~~unable to pay its debts as they fall due~~; or
 - (ii) taken to fail to comply with a statutory demand in accordance with s459F(1) of the Corporations Act.

Insurance Stock means L3C Inventory which has been purchased to avoid loss of supply arising from withdrawal from manufacture by the OEM or which have excessively long lead times and are critical to train operations.

Integration Services means all services necessary for the L3C Contractor to implement, operate and maintain the L3C Contractor Software and System.

Intellectual Property includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), rights in relation to registered and unregistered trade marks (including service marks), rights in relation to registered designs, confidential information (including trade secrets and know how), circuit layouts, and all other rights throughout the world resulting from intellectual activity in the industrial, scientific, or artistic fields.

IP Listing means a list setting out in reasonable detail all material, documents and information contemplated by clause 1.7 of Schedule 5 to the L3C Agreement.

~~**Inventory KPI Achievement Payment** means the payment made with respect to the service life KPI, in accordance with section 5(c) of Schedule 20 to the L3C Agreement.~~

~~**Inventory KPI Achievement Pool** means the amount specified as the "Inventory KPI Achievement Pool" in Annexure 2 to Schedule 20 to the L3C Agreement.~~

Inventory Accuracy KPI means the Inventory Accuracy KPI as set out in clause 6 of Schedule 20 to the L3C Agreement.

Investigative Authority means any Authority having a statutory right to investigate:

- (a) the L3C Services or the Private Services; and
- (b) any RailCorp Sydney Trains activities which are affected by the L3C Services or the Private Services,

including ITSR and TLSI.

Key Details means the section of this L3C Agreement headed Key Details.

Key Performance Indicator or KPI means a measure of the L3C Contractor's performance against specified criteria as set out in Schedule 20 to the L3C Agreement.

~~KPI Adjustment Payment means, in respect of a Contract Month, the payment calculated in accordance with clause 5(c) of Schedule 20 to the L3C Agreement.~~

KPI Relief Event means:

- (a) for the purposes of the COS KPI, PTS KPI and DOS KPI only a Material Change;
- (b) for the purposes of the COS KPI, PTS KPI and DOS KPI only a breach by Sydney Trains of clause 21; or
- (c) for the purposes of the COS KPI only, the events listed in clause 6.2.9 of Schedule 20 to the L3C Agreement.

Key Personnel means those employees, or secondees, of the L3C Contractor who have appropriate experience, qualifications and capabilities to provide senior oversight and governance of the execution of the L3C Contractor's obligations under the L3C Agreement.

Key Provider means each of Unipart Rail and UGL Rail Services.

Key Provider Agreement means each agreement of that name between the L3C Contractor and a Key Provider entered into by those parties on or around the Execution Date.

Key Roles means the roles set out in Schedule 3 to the L3C Agreement subject to any amendments made by RailCorp Sydney Trains in accordance with clause 16.1(b) of the L3C Agreement.

L3C Agreement means the deed between RailCorp Sydney Trains and L3C Contractor which consists of:

- (a) the document titled L3C Services Agreement; and
- (b) Schedules 1 to 25 of that document;
- ~~(b)~~ as extended and varied by the Deed of Extension and Variation.

L3C Contractor means UGL Unipart Rail Services Pty Ltd ACN 154 895 940.

L3C Contractor Contract Manager means the person that is nominated by the L3C Contractor Representative as the contract manager to manage all, or part, of the L3C Agreement and undertake associated contract management activities on behalf of the L3C Contractor.

~~L3C Contractor's Rectification means rectifications undertaken by the L3C Contractor in accordance with section 4.6 of the SPTR.~~

L3C Contractor Representative means the person the L3C Contractor notifies to RailCorp Sydney Trains in accordance with clause 5.4 of the L3C Agreement.

L3C Inventory means all goods and materials, including Component Parts, Rotable Parts and Production Consumables held in stock to be used to provide the L3C Services, including for the repair and maintenance of Cars or for use at the Site and the Maintenance Centres. For the purposes of Schedule 20 to the L3C Agreement, L3C Inventory:

- (a) excludes Production Consumables; and
- (b) includes services on a Rotable Part performed by an external supplier, where no fixed price or supplier hourly rates for those services are specified in the Pricing Schedule.

~~L3C Program means a program provided by the L3C Contractor under clause 20 to the L3C Agreement.~~

L3C Program Forecast has the meaning given in clause 20.1(a) to the L3C Agreement.

L3C Records means the documents listed at clause 29 of the L3C Agreement.

L3C Safety Committee means the safety committee constituted by the L3C Contractor in accordance with Law.

L3C Services means all things which the L3C Contractor is or may be required to do under the L3C Agreement.

L3C Services Commencement Date 1 July 2012.

L3C Services Fee means, in respect of a Contract Month, the service fee for that month (if any) payable by ~~RailCorp~~Sydney Trains to the L3C Contractor, calculated in accordance with Schedule 20 to the L3C Agreement, as adjusted in accordance with the L3C Agreement.

L3C Transaction Documents means the L3C Agreement, the Lease, the Access Licence, any Cooperation and Interface Deed between the parties and an Other Contractor and any Transition Out Deed.

Law includes:

- (a) legislation of New South Wales or the Commonwealth, including delegated legislation or policy enforceable under such legislation or delegated legislation; and
- (b) certificates, licences, consents, permits, approvals and other requirements of Authorities,

and fees and charges payable in connection with the foregoing.

Lease means the lease entered into by the parties in accordance with clause 4.7(a)(i) of the L3C Agreement.

Lease Commencement Date means 1 July 2012.

LPI means the Australian Bureau of Statistics Catalogue No 6302.0 "Average Weekly Earnings, ~~Table 6 Males, full time adult~~ average weekly, ordinary time earnings" index, as maintained and published quarterly by the Australian Bureau of Statistics. If the "Average Weekly Earnings, ~~Table 6 Males, full time adults,~~ average weekly ordinary time earnings" index ceases to be published quarterly or its method of calculation substantially alters, then the index is to be replaced by the nearest equivalent index as selected in good faith by ~~RailCorp~~Sydney Trains's Representative and any necessary consequential amendments are to be made.

LPI Indexation Factor in respect of a Quarter q, means the factor calculated in accordance with clause 87 of Schedule 20 to the L3C Agreement.

Maintenance Centres means the facilities maintained by, or on behalf of, [RailCorp Sydney Trains](#) for the maintenance and servicing of railway cars located at:

- (a) ~~Millennium and Oscar Train Operations~~ [Maintenance Centre](#) - 136 Railway Parade, Eveleigh;
- (b) Flemington Maintenance Centre - Bachell Avenue Lidcombe;
- (c) Hornsby Maintenance Centre - 1B Stephens Street Hornsby;
- (d) Mortdale Maintenance Centre - Boundary Road Mortdale;
- (e) Xplorer / Endeavour Service Centre - 136 Railway Parade, Eveleigh (off Henderson Road, Alexandria);
- (f) XPT Maintenance Centre - Way Street, Sydenham; and
- (g) [Endeavour Service Centre](#) - Brown Road, Broadmeadow.

(g) and such other sites as from time to time may be Directed by [RailCorp Sydney Trains](#).

[Maintenance Centre RP and BCO Forecast](#) has the meaning given in clause 20.1(a)(ii) to the L3C Agreement.

Maintenance Payment means, in respect of a Contract Month, the payment calculated in accordance with clause 31(d) of Schedule 20 to the L3C Agreement.

Maintenance Phase means the period commencing on the L3C Services Commencement Date and ending on the date on which the L3C Agreement terminates or otherwise expires.

MainTrain Contract means the contract entitled MainTrain Contract entered into by UGL Rail Services and [RailCorp RailCorp](#) in April 1993 (as amended).

Management Payment means, in respect of a Contract Month, the payment calculated in accordance with clause 24(b) of Schedule 20 to the L3C Agreement.

Material means any software, documentation, documented methodology or process, data or other material, in whatever form, including reports, specifications, diagrams, designs, flowcharts, logic diagrams and listings, business rules and requirements, user manuals, user guides, operations manuals, training materials and instructions.

[Material Change](#) has the meaning given in clause 20.3(a) of the L3C Agreement.

Mediation Notice has the meaning given in clause 43.2(c) 43.2(e) of the L3C Agreement.

METRE means RailCorp's asset management solution for the Electric Fleet.

Minimum Operating Standard means minimum standard required for Cars to enter into and / or remain in service and set out in the [RailCorp Sydney Trains](#) manuals for the operation and management of Cars.

[Modern Slavery](#) has the meaning given to it in the Modern Slavery Act 2018 (NSW).

[Modern Slavery Laws](#) means the Modern Slavery Act 2018 (NSW), the Modern Slavery Act 2018 (Cth) and any regulations in force or that come into force during the Term.

Modification means a configuration change for a Component Part, Rotable Part or Car.

Monthly L3C Forecast means has the meaning given in clause 20.2(a) to the L3C Agreement.

Monthly L3C Program means a program provided by the L3C Contractor under clause 20.2 to the L3C Agreement.

Moral Rights means the rights defined as such in the Copyright Act 1968 (Cth).

NSW Government and RailCorp Procurement Guidelines means the procurement guidelines referred to in Schedule 21 to the L3C Agreement as may be amended from time to time.

NSW Rail Assets has the meaning assigned to it in the ASA Charter.

Nominated Suppliers means the nominated suppliers listed in Schedule 14 to the L3C Agreement.

Non-Trackable Rotable Part means a Rotable Part for which a maintenance history is not recorded over its life and which is not tracked for the purpose of maintaining the operator's asset register.

Number of Cars on Site means for a Business Day, the sum of:

- (a) the total number of Cars held at the Site for the purposes of CCO;
- (b) less the number of Cars held at the Site for the purposes of major Out of Course work carried out in accordance with section 7 of Appendix 1 to the SPTR;
- ~~(c) less the number of Cars held at the Site for the purposes of Project Work carried out in accordance with section 8 of Appendix 1 to the SPTR;~~
- ~~(d)~~(c) plus the number of Cars out of service due to a Service Failure subject to L3C Contractor Rectification or RailCorp Sydney Trains Rectification;

as measured at 12:00 noon on the Business Day.

Obsolescence Notice has the meaning given in clause 8.3(b) of the L3C Agreement.

Obsolescence Report has the meaning given in clause 8.3(a) of the L3C Agreement.

Obsolete Stock means L3C Inventory which ~~is no longer required~~:

- (a) ~~_____~~ has been superseded, including as result of engineering changes;
- (b) ~~_____~~ is no longer commercially available from the equipment manufacturer or Supplier;
- ~~(a)~~(c) ~~_____~~ is no longer required to be procured to perform the L3C Services, including as a result of the L3C Inventory being solely related to a retired fleet or Car set types, systems or components; ~~or~~
- (d) ~~_____~~ is no longer required to be used in the provision of the L3C Services; ~~or~~
- ~~(b)~~(e) ~~_____~~ is no longer able to be repaired in order to make it available for use.

OEM or L3C Contractor OEM means an L3C Contractor original equipment manufacturer listed in Schedule 14 to the L3C Agreement.

~~Occupational Health, Safety and Rehabilitation Management Plan means the management plan that complies with the requirements of the SPTR.~~

Off-Peak Period means the period between 10:00am to 14:00pm and 19:00pm to 22:00pm.

~~OH&S Act means the Occupational Health and Safety Act 2000 (NSW).~~

~~OH&S Regulation means the Occupational Health and Safety Regulation 2001 (NSW).~~

On-Condition Work means those on condition activities required as a result of the on condition inspection of Component Parts, Rotable Parts or Cars.

On-Condition Inspection means the inspections that the L3C Contractor must perform on a Component Part, Rotable Part or Car as part of the L3C Services and that may result in replacement or repair of Component Parts outside of the mandatory scope of work.

ONRSR means the Office of the National Rail Safety Regulator established under Part 2, Division 1 of the Rail Safety National Law.

Operational Service in relation to a Car, means the Car is the responsibility of RailCorp Sydney Trains and under RailCorp Sydney Trains's control, and not on the Site.

Other Contractor means contractors and suppliers of RailCorp Sydney Trains, including their employees, agents and subcontractors, other than the L3C Contractor and its Subcontractors.

Out of Course (or OOC) Work means unscheduled maintenance work arising from advice of defects in service or inspection activities that is not normally expected to be included in scope of inspections or overhauls.

P Items means the items of work identified as such in the Pricing Schedule, which are priced at a fixed rate basis.

Parent Company Guarantee and Indemnity means the parent company deed of guarantee and indemnity required under clause 11.10 of the L3C Agreement.

PDCS means Sydney Trains' web based TeamBinder project data and collaboration system, or such other electronic project data and collaboration system notified by the Sydney Trains Representative under clause 44.4(a).

~~Performance Adjustment means the amount calculated in accordance with clause 3 of Schedule 20 to the L3C Agreement.~~

Plan means the plans listed in or referred to in Appendix 6 to the SPTR.

Plant means the necessary tools (excluding hand tools), machines or vehicles owned by Sydney Trains or RailCorp a Rail Transport Agency on the Site used in providing the L3C Services or otherwise performing any obligation of the L3C Contractor under the L3C Agreement or Lease.

POF KPI means the Perfect Order Fulfilment KPI as set out in clause 6 of Schedule 20 to the L3C Agreement.

Post-Trial WIP means any work in progress that the L3C Contractor will be required to address before delivery of the Set by the L3C Contractor and is included in the CCO Scope or an approved Purchase Order Variation Request.

To avoid doubt, Post-Trial WIP does not include work that is not part of the CCO Scope and will be detailed in the Final Service Report as an open defect, unless the defect is safety-critical, operationally significant or would undermine the performance of a Set.

Pre-existing L3C Contractor Material means Materials of the L3C Contractor or a Key Provider or any Related Body Corporate of the L3C Contractor or a Key Provider:

- (a) existing as at the date of the L3C Agreement; or
- (b) developed independently of the L3C Agreement at any time,

and any modifications, adaptation or development of or to those Materials but does not include the UGL Rail Maintenance Documents.

Preliminary Condition means the L3C Contractor providing [RailCorp Sydney Trains](#) with:

- (a) the Bond required by clause 11.1(a);
- (b) the Parent Company Guarantee and Indemnity;
- (c) the Direct Deed; and
- ~~(a)~~(d) evidence of the insurance required under clause 1.10 of Schedule 11 to the L3C Agreement,

in accordance with the L3C Agreement.

Preliminary Service Report means the report to be delivered by the L3C Contractor to [Sydney Trains](#) when a CCO Set arrives at a Test Road, which sets out at a minimum details of:

- (a) the Component Parts changed;
- (b) any work that is still to be completed;
- (c) open defects that will not be addressed within the CCO with EAM notification reference; and
- (d) evidence that all safety-critical tasks and operational-critical tasks have been completed.

Presentation P Item Inspection means an inspection carried out by the parties during the [Tripartite Review](#), where all obvious P Items are identified and reviewed.

Prevention Plan has the meaning given in clause 33.3(b)(iii) of the L3C Agreement.

Previous CPI means the CPI for the quarter immediately before the later of:

- (a) the L3C Services Commencement Date; and
- ~~(a)~~(b) the date on which [RailCorp Sydney Trains](#) last made an adjustment under clause 11.6, clause 38.5 or clause 43.6(f) of the L3C Agreement or clause 1.9 of Schedule 11 to the L3C Agreement (as the case may be).

Pricing Schedule means the schedule of rates for specified items as set out in Annexure [A1](#) of Schedule 20 to this L3C Agreement.

Principal Contractor has the same meaning as that contained in [Chapter 8 of the OH&S Regulation](#) [the WHS Legislation](#).

Privacy Laws means the [Privacy and Personal Information Protection Act 1998 \(NSW\)](#), the [Privacy Act 1988 \(Cth\)](#), any applicable principles, codes of conduct or directions issued under those Acts and all other applicable Laws relating to privacy or personal information.

Private Services means any services (including services performed for the benefit of another NSW government agency), other than the L3C Services and the Tangara Technology Upgrade Project, that the L3C Contractor carries out at the Site or using any Plant.

Private Services Application means an application made by the L3C Contractor to carry out Private Services at the Site and which sets out all the information required under a Private Services Program in relation to those specific Private Services.

Private Services Program means a program which sets out for the required period the:

- (a) details of the Private Services the L3C Contractor wishes to carry out during that period;
- (b) identity of the person who will be the recipient of those Private Services;
- (c) number of railway vehicles or components that will be brought onto the Site in connection with those Private Services, the times at which those vehicles or components will be moved and the places that those vehicles or components will be stored;
- (d) access that the recipient of those Private Services will require to the Site;
- (e) times and dates at which the L3C Contractor will carry out those Private Services; and
- (f) price that the L3C Contractor will charge the recipient of those Private Services.

Private Services Records means the documents required by clause 29.2 of the L3C Agreement.

Private Services Remittance Fee means the amount calculated in accordance with clause 51(f) of Schedule 20 to the L3C Agreement in relation to Private Services carried out by the L3C Contractor under a Private Services Application made in accordance with clause 24.1 of the L3C Agreement.

~~**Procurement Management Fee** means, in respect of a Contract Month, the payment calculated in accordance with clause 1(c) of Schedule 20 to the L3C Agreement.~~

~~**Procurement Payment** means, in respect of a Contract Month, the payment calculated in accordance with clause 2(e) of Schedule 20 to the L3C Agreement.~~

Production Consumables means materials and products which are aids to the execution of the L3C Services but will not be incorporated into a Car or a Rotable Part including cleaning chemicals, brooms, WD40, rags, torches, batteries for tools, emery paper, masking tape, sanding discs, drill bits, NDT supplies, squeegees and scrapers.

Project Shop has the meaning given to that term in the Access Licence.

~~**Project Stock** means L3C Inventory purchased exclusively, or reserved, for Project Work.~~

~~**Project Work Payment** means, in respect of a Contract Month, the payment calculated in accordance with clause 1(g) of Schedule 20 to the L3C Agreement.~~

~~**Project Work** has the meaning in section 8 of Appendix 1 to the SPTR.~~

PTS KPI means the Pass-through Spend KPI as set out in clause 6 of Schedule 20 to the L3C Agreement.

Public Disclosure Obligations has the meaning given in clause 30.1(b)(ii) of the L3C Agreement.

Purchase Order means a written notice which lists the scheduled L3C Services which must be performed on a Set and includes the CCO Scope.

Purchase Order Variation Request means a purchase order variation request which complies with the requirements of clause 21.

Quarter means each 3 month period ending 31 March, 30 June, 30 September or 31 December.

Quarterly LPI Discount Factor means the quarterly LPI discount factor as specified in the Pricing Schedule.

Rail Corridor means the RailCorp Sydney Trains Land between the fence lines either side of the rails or, if there are no fences, the RailCorp Sydney Trains Land within 15 metres of the outermost rails.

Rail Industry Safety Induction Certificate means a certificate (known as a RISI card) issued by RailCorp Sydney Trains for successful completion of the training course known as "Rail Industry Safety Induction".

Rail Infrastructure Facilities has the same meaning as in the Transport Administration Act and includes "rail infrastructure of a railway" as that term is defined in the Rail Safety National Law Rail Safety Act.

~~Rail Safety Act means the Rail Safety Act 2008 (NSW).~~

Rail Safety National Law means the Rail Safety National Law (NSW), as defined in the Rail Safety (Adoption of National Law) Act 2012 (NSW), and any associated regulations.

Rail Safety Work has the meaning given in section 8 of the Rail Safety National Law.

Rail Safety Worker has the meaning given in section 4 of the Rail Safety National Law.

Rail Transport Agency means Transport for NSW (and each of its divisions), RailCorp, Sydney Trains and NSW Trains.

RailCorp means Rail Corporation New South Wales ABN 59 325 778 353 a New South Wales Government agency constituted by the Transport Administration Act 1988 (NSW), its successors or permitted assigns and any person authorised by RailCorp as RailCorp's Representative.

~~RailCorp Contract Manager means the person that is nominated by the RailCorp Representative as the contract manager to manage all, or part, of the L3C Agreement and undertake associated contract management activities on behalf of RailCorp.~~

~~RailCorp Hardware means the hardware used by RailCorp in connection with the L3C Services, L3C Inventory or otherwise in connection with the subject matter of the L3C Agreement, as specified in the SPTR or notified by RailCorp to the L3C Contractor from time to time.~~

~~RailCorp Information means any information, data, representation, statement or document (including those listed in Schedule 18 to the L3C Agreement) made, or provided to the L3C Contractor by RailCorp or anyone on behalf of RailCorp or any other information, data, representation, statement or document for which RailCorp is responsible or may be responsible, whether or not obtained from RailCorp or anyone on behalf of RailCorp in~~

~~connection with the tender for the L3C Agreement or the provision of the L3C Services or otherwise in connection with the L3C Transaction Documents.~~

~~RailCorp Land means all land owned, leased, occupied or used by RailCorp and includes any easements or licenses or other legal or beneficial interest in land used in relation to the operation of the railway including the Site.~~

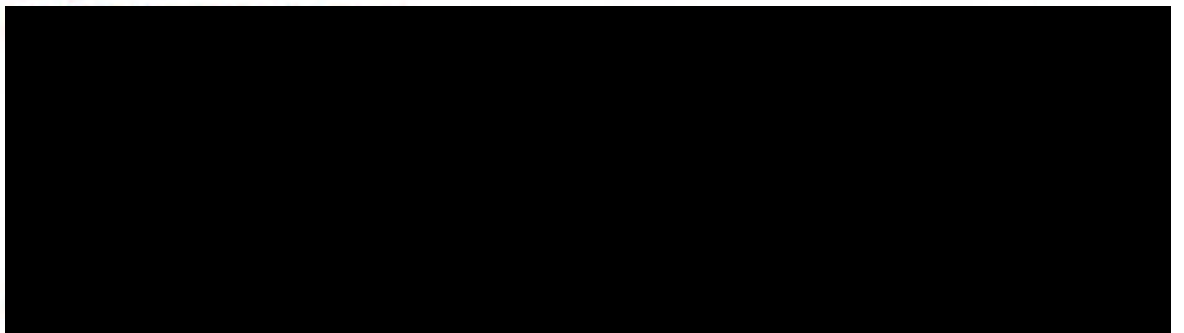
~~RailCorp L3C Purpose and Strategic Intent has the meaning in clause 1.1 of the L3C Agreement.~~

~~RailCorp Material means all information and material (in any form or media) owned by or licensed to RailCorp, including any RailCorp policies, manuals and technical documentation other than Reference Documents.~~

~~RailCorp Network means that part of the New South Wales rail network on which RailCorp operates trains.~~

~~RailCorp Operating Environment means RailCorp's information and communications technology operating environment which comprises, without limitation, the hardware architecture, operating system, all software applications, interfaces and networks used by RailCorp.~~

~~RailCorp Safety Management Network Rules and Procedures means the RailCorp Network rules and procedures prescribing the safe working outcomes required to ensure the safety of operations and rail workers.~~



~~RailCorp Rules and Procedures means the RailCorp policies, rules, standards, specifications, procedures, and instructions listed in Schedule 21 to the L3C Agreement (as amended from time to time).~~

~~RailCorp Software means the software used by RailCorp in connection with the L3C Services, L3C Inventory or otherwise in connection with the subject matter to the L3C Agreement as specified in the SPTR or notified by RailCorp to the L3C Contractor from time to time.~~

~~RailCorp Works means works carried out by RailCorp, or RailCorp's Associates, in the Project Shop.~~

~~RailCorp Works Program means a program setting out in reasonable detail the:~~

- ~~(a) RailCorp Works that RailCorp anticipates it will carry out during the relevant period shown in that program;~~
- ~~(b) proposed start date and finish date for those RailCorp Works;~~
- ~~(c) whether RailCorp, or one of RailCorp's Associates, will be carrying out these RailCorp Works;~~

- ~~(d) estimated number of people that will require access to the Project Shop to carry out these RailCorp Works;~~
- ~~(e) shift hours at which these RailCorp Works will be carried out;~~
- ~~(f) number of parking spaces that RailCorp requires in connection with these RailCorp Works; and~~
- ~~(g) number of Cars or Components that the L3C Contractor must move through the Site to the Project Shop in connection with these RailCorp Works.~~

RCTI has the meaning given in clause 24.3(a) of the L3C Agreement.

RCTI supply has the meaning given in clause 24.3(a) of the L3C Agreement.

Readiness Review means a review conducted by the Readiness Review Team of the Draft CCO Scope.

Readiness Review Period means the period commencing 49 days and ending 35 days after the completion of the Tripartite Review (but in any event no later than 42 days prior to the relevant Set's proposed arrival date as set out in the Draft CCO Scope or otherwise determined by Sydney Trains under clause 21.2(d) of the L3C Agreement)

Readiness Review Team means the team as defined in clause 21.3(a)(i) of the L3C Agreement.

Recall Cure Plan means a plan provided by the L3C Contractor in accordance with clause 18.7(c) of the L3C Agreement describing the actions and measures which the L3C Contractor will diligently pursue to remedy the recall of the L3C Inventory.

Recipient has the meaning given in clause 27.1(d) of the L3C Agreement.

Reference Documents means those documents listed in Schedule 18 to the L3C Agreement.

Related Body Corporate has the meaning given to it in the Corporations Act.

Related Counterparty means:

(a) for the purposes of clause 1.1(e)(ii) of Schedule 5:

(i) UGL Pty Limited ABN 85 009 180 287 and any of its subsidiaries; and

(ii) Unipart Rail Limited and any of its subsidiaries;

(b) for the purposes of paragraph (a) above:

(i) an entity (the first entity) is a subsidiary of another entity (the other entity) if the other entity Controls the first entity; and

(ii) an entity (the first entity) is a holding entity of another entity (the other entity) if the other entity is a subsidiary of the first entity;

(c) for the purposes of paragraph (b) above, Control means:

(i) in relation to a corporation:

A. the ability to control, directly or indirectly, the composition of the board of the corporation;

B. the ability to exercise or control the exercise of the rights to vote in relation to more than 50% of the voting shares or other form of voting equity in the corporation;

C. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the corporation; or

D. the capacity to determine, directly or indirectly, the outcome of decisions about the financial and operating policies of the corporation within the meaning of section 50AA of the Corporations Act; and

(ii) in relation to an association or a partnership, firm or other body whether incorporated or unincorporated (entity), the capacity to determine, directly or indirectly, the financial and operating policies of the entity or how the affairs of the entity are to be conducted and managed.

Relevant Electric Fleet has the meaning given in section 2.2.1 of the SPTR.

Replacement Contractor means any person, or persons, that will provide:

- (a) any services from the Site; or
- (b) the L3C Services, or any services similar to the L3C Services, at any location,

after the expiry or termination of the L3C Agreement.

Reputable Insurer means an insurance company that has a financial security rating of at least A- by Standard and Poor's (Australia) Pty Limited or A3 by Moody's Investors Service, Inc (or such other credit rating as [RailCorp Sydney Trains](#) may approve in writing from time to time) or, if no rating is provided by Standard and Poor's (Australia) Pty Limited or Moody's Investors Service, Inc, an equivalent rating with another reputable rating agency.

Required Action has the meaning given in clause 36.5 of the L3C Agreement.

Rotable Failure means a Defect with respect to a Rotable Part, occurring after Rotable overhaul for that Rotable Part but before the Service Life calculated in accordance with Appendix 11 to the SPTR.

Rotable Part means L3C Inventory which is capable of being removed from its operating position at scheduled intervals or upon failure and of being replaced with serviceable L3C Inventory, and which may be either a Trackable Part or Non-Trackable Part.

Rotable Pool means all Rotable Parts that are:

- (a) in transit;
- (b) work in progress for overhaul or repair;
- (c) awaiting overhaul, repair or discard;
- (d) new or repaired but not in operation; but
- (e) for the L3C Services are not fitted to a Car.

Rules has the meaning given in clause 43.3(c) of the L3C Agreement.

R2P Interface Protocol means the document titled R2P L3C Operational Interface Protocols set out in Annexure F to Schedule 20.

Safety Interface Agreement means a safety interface agreement substantially similar to the agreement set out in Schedule 12 to the L3C Agreement but amended to meet the requirements of Laws with regard to the actual circumstances of the interface (or such other agreement as is agreed between the parties from time to time).

Safety Management System means an accredited maintainer's system made up of policies, procedures, work instructions, records, documents and means of collecting and analysing data to enhance safety management performance which conforms to various regulatory and statutory requirements, including but not limited to the Rail Safety Act.

Scheduled Arrival Date means the scheduled date for arrival of the Set as identified in the most recent Monthly L3C Program endorsed by the Contract Management Committee under clause 20.2(c).

Scope, Performance and Technical Requirements means Schedule 24 to the L3C Agreement and includes all appendices and attachments to that document.

Service Failure has the meaning in clause 18.3 of the L3C Agreement.

Service Failure Adjustment means the adjustment with respect to a Service Failure calculated in accordance with ~~section 4~~ clause 7 of Schedule 20 to the L3C Agreement.

Service Life has the meaning given at section 2 of Appendix 11 of the SPTR.

~~Service Life KPI Achievement Payment means the payment made with respect to the service life KPI, in accordance with section 5(f) of Schedule 20 to the L3C Agreement.~~

~~Service Life KPI Achievement Pool means the amount specified as the "Service Life KPI Achievement Pool" in Annexure 2 to Schedule 20 to the L3C Agreement.~~

Set means a set of Cars supplied to the L3C Contractor by RailCorp Sydney Trains for the purposes of performing L3C Services.

Set Trial means the trial of a Car on the Sydney Trains Network to ensure the Car meets the Minimum Operating Standards required for the Car to enter into service.

Set Trial Team means the team as defined in clause 21.6(b) of the L3C Agreement.

Site means the land known as the Auburn service centre located at 1 Manchester Road, Auburn NSW, being Part of Folio Identifier 3802/1168594 1/833989 and part of Folio Identifier ~~44007658 being Lots 2 and 3 in Deposited Plan 4115209~~ and all buildings, improvements (including Rail Infrastructure Facilities) on that land.

Software means a set of coded instructions that performs functions or provides working data or parameters to enable a device or system to operate in a specified manner, and be loaded into a system or device dynamically by a user and includes all firmware and operating systems required by a system or subsystem to perform in a specified manner which is used by, or on behalf of, the L3C Contractor in connection with the L3C Services or the performance of its obligations under the L3C Agreement.

Software Listing means a list of each item of Software used or to be used by the L3C Contractor in performing the L3C Services, which specifies in relation to each such Software:

- (a) name and release version of the Software;
- (b) owner and distributor of the Software;

- (c) whether the Software is Third Party Software;
- (d) the duration of any licence and maintenance agreements; and
- (e) any licence and maintenance fees and similar fees.

Special Item Order Lines means Purchase orders placed for items which are not previously listed on the L3C Inventory register.

Standard means any standard, specification, guide, code, manual or other document (howsoever described) that:

- (a) specifies requirements or standards for the performance of the L3C Services; and
- (b) is referred to in the SPTR or elsewhere in the L3C Agreement.

State means the state of New South Wales, Australia.

Step-In Event means:

- (a) an event or circumstance which requires [RailCorp Sydney Trains](#) exercise any of its responsibilities or functions at Law: or
- (b) a Termination Event.

Step-In Rights has the meaning given in clause 36.4 of the L3C Agreement.

Stock Turn means the number of times L3C Inventory is used in a time period, such as a year, and calculated as the value of the L3C Inventory used during the period, divided by the average value of the L3C Inventory held during the same period.

Subcontractor means any subcontractor (including consultant or supplier) of the L3C Contractor.

Supplier has the meaning given in clause 27.1(c) of the L3C Agreement

[Supply Chain Management Fee means, in respect of a Contract Month, the payment calculated in accordance with clause 2.1.2 of Schedule 20 to the L3C Agreement.](#)

[Supply Chain Payment means, in respect of a Contract Month, the payment calculated in accordance with clause 4 of Schedule 20 to the L3C Agreement.](#)

[Sydney Trains Contract Manager means the person that is nominated by the Sydney Trains Representative as the contract manager to manage all, or part, of the L3C Agreement and undertake associated contract management activities on behalf of Sydney Trains.](#)

[Sydney Trains Hardware means the hardware used by Sydney Trains in connection with the L3C Services, L3C Inventory or otherwise in connection with the subject matter of the L3C Agreement, as specified in the SPTR or notified by Sydney Trains to the L3C Contractor from time to time.](#)

[Sydney Trains Information means any information, data, representation, statement or document \(including those listed in Schedule 18 to the L3C Agreement\) made, or provided to the L3C Contractor by Sydney Trains or anyone on behalf of Sydney Trains or any other information, data, representation, statement or document for which Sydney Trains is responsible or may be responsible, whether or not obtained from Sydney Trains or anyone on behalf of Sydney Trains in connection with the tender for or extension of, the L3C Agreement or the provision of the L3C Services or otherwise in connection with the L3C Transaction Documents.](#)

Sydney Trains Land means all land owned, leased, occupied or used by Sydney Trains or a Rail Transport Agency and includes any easements or licenses or other legal or beneficial interest in land used in relation to the operation of the railway including the Site.

Sydney Trains L3C Purpose and Strategic Intent has the meaning in clause 1.1 of the L3C Agreement.

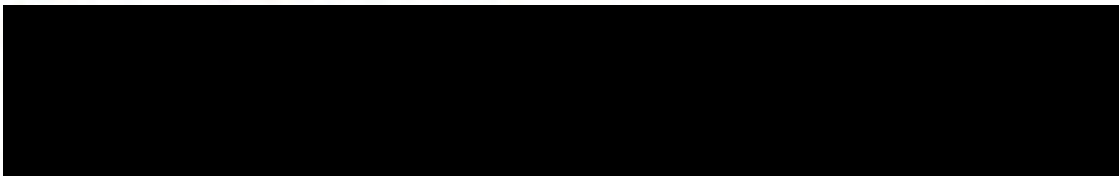
Sydney Trains Material means all information and material (in any form or media) owned by or licensed to Sydney Trains, including any Sydney Trains policies, manuals and technical documentation other than Reference Documents.

Sydney Trains Network means that part of the New South Wales rail network on which Sydney Trains operates trains.

Sydney Trains Operating Environment means Sydney Trains' information and communications technology operating environment which comprises, without limitation, the hardware architecture, operating system, all software applications, interfaces and networks used by Sydney Trains.

Sydney Trains Safety Management Network Rules and Procedures means the Sydney Trains Network rules and procedures prescribing the safe working outcomes required to ensure the safety of operations and rail workers.

Sydney Trains Representative means:



Sydney Trains Rules and Procedures means the Sydney Trains policies, rules, standards, specifications, procedures, and instructions listed in Schedule 21 to the L3C Agreement (as amended from time to time).

Sydney Trains Software means the software used by Sydney Trains in connection with the L3C Services, L3C Inventory or otherwise in connection with the subject matter to the L3C Agreement as specified in the SPTR or notified by Sydney Trains to the L3C Contractor from time to time.

Sydney Trains Works means works carried out by Sydney Trains, or Sydney Trains' Associates, in the Project Shop.

Sydney Trains Works Program means a program setting out in reasonable detail the:

- (a) Sydney Trains Works that Sydney Trains anticipates it will carry out during the relevant period shown in that program;
- (b) proposed start date and finish date for those Sydney Trains Works;
- (c) whether Sydney Trains, or one of Sydney Trains' Associates, will be carrying out those Sydney Trains Works;
- (d) estimated number of people that will require access to the Project Shop to carry out those Sydney Trains Works;
- (e) shift hours at which those Sydney Trains Works will be carried out;

(f) number of parking spaces that Sydney Trains requires in connection with those Sydney Trains Works; and

(g) number of Cars or Components that the L3C Contractor must move through the Site to the Project Shop in connection with those Sydney Trains Works.

System means all software, hardware and all components, features and functions which form any system required to be delivered by the L3C Contractor under this L3C Agreement.

Target Maximum Number of Cars on Site is the Target Maximum Number of Cars on Site as specified in the Pricing Schedule.

Taxes means all income tax, GST, stamp duty and other taxes, levies, imposts, duties, deductions, fees, charges, withholdings and workers compensation premiums (other than workers compensation premiums payable in respect of ~~RailCorp~~Sydney Trains and its Associates) plus any interest, penalties, charges, fees or other amounts payable in respect thereof.

Technical Maintenance Plan or TMP means a ~~RailCorp~~Sydney Trains technical maintenance plan which is a set of scheduled maintenance events programmed throughout the life of a Car to maintain serviceability of that Car including the following information:

- (a) the maintenance task to be undertaken;
- (b) skill sets required to perform task;
- (c) frequency of task;
- (d) technical references; and
- (e) special equipment or facilities required to perform task

Technical Review means a review conducted by the Technical Review Team of a Set for the purpose of determining if the L3C Services identified in the relevant Purchase Order have been carried out in accordance with the L3C Agreement, including identifying any issues and defects that need to be addressed during the CCO and prior to despatch of the Set and the quality of any work completed during the CCO.

Technical Review Team means the team as defined in clause 21.5(c) of the L3C Agreement.

Term means the:

- (a) Transition In Phase; plus
- (b) Initial Term; plus
- (c) the 5 year period from 1 July 2019 until 30 June 2024 (as agreed pursuant to the Deed of Extension and Variation), any extensions to the Initial Term made by ~~RailCorp~~ providing a notice under clause 3.2(a) of the L3C Agreement.

Termination Event has the meaning given in clause 34.1 of the L3C Agreement.

Test Road means the location at which Sets are stabled to allow the L3C Contractor to complete post-CCO test activities and the Technical Review.

Third Party Deliverable is anything prepared by or on behalf of an OEM or the owner of Third Party Software pursuant to any of the activities described in paragraphs 1.1(d)(i) to 1.1(d)(vi) of Schedule 5, but for the avoidance of doubt excludes COTS.

Third Party Intellectual Property means all third party's Intellectual Property (other than the Intellectual Property in the Deliverables, in the Pre-Existing L3C Contractor Material or in Third Party Software) which:

- (a) the L3C Contractor uses to carry out the L3C Services or to comply with its obligations under the L3C Agreement; or
- (b) [RailCorp Sydney Trains](#) requires to receive the benefit of the L3C Services.

Third Party Licences means all contracts for, or related to, the Third Party Software or Third Party Intellectual Property.

Third Party Software means all Software sourced from persons other than the L3C Contractor or a Key Provider (including commercial off the shelf Software) including any Software which is listed in the Software Listing or in the information provided under clause 1.7(b) of Schedule 5 to the L3C Agreement and identified as "Third Party Software" but does not include ERP systems or any other Software that is used by the L3C Contractor or a Key Provider for business operations that are unrelated to the L3C Services [\(including RMS2\)](#).

Trackable Rotable Part means a Rotable Part for which a maintenance history is recorded over its life and which is to be tracked for the purpose of maintaining [RailCorp Sydney Trains's](#) asset register.

Transition In Audit means the audit procured by [RailCorp Sydney Trains](#) under clause 14.5(d) of the L3C Agreement subject to any adjustments made to that audit in accordance with clause 14.5(f) of the L3C Agreement.

Transition In Commencement Date means 2 January 2012.

Transition In Phase means a period of 6 months starting from the Transition In Commencement Date or such other period as [RailCorp Sydney Trains](#) Directs.

Transition In Plan means the plan set out in Appendix 6 to the SPTR.

Transition In Services means the services and other work required under Appendix 9 to the SPTR or clause 14 of the L3C Agreement.

Transition Out Commencement Date means the date on which the Transition Out Phase commences as defined under clause 32.1 of the L3C Agreement.

Transition Out Deed means a deed substantially similar to the deed set out in Schedule 17 to the L3C Agreement.

Transition Out Phase means the period 6 months from the Transition Out Commencement Date or such other period as [RailCorp Sydney Trains](#) Directs.

Transition Out Plan means the plan set out in Appendix 6 to the SPTR.

Transition Out Services means the services and other work required under the Transition Out Deed and Appendix 9 to the SPTR or clause 32 of the L3C Agreement.

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

[Transport Equip](#) means the asset management (EAM) and procurement (ERP) applications used by Sydney Trains.

[Trial](#) means the use and testing of the proposed item of L3C Inventory (or a part thereof) by Sydney Trains to determine whether the proposed item of L3C Inventory (or part thereof)

meets the requirements of Sydney Trains and is otherwise suitable for use on the Relevant Electric Fleet or Diesel Fleet or as part of the L3C Services.

Tripartite Review means a review conducted by the Tripartite Review Team of a Set for the purpose of determining the relevant scope of the L3C Services (including for the avoidance of doubt a Presentation P Item Inspection) and to assess the condition of a Set and equipment installed on the Set, to be carried out with respect to that Set and the proposed Set arrival and departure dates.

Tripartite Review Period means the period commencing 91 days and ending 77 days prior to the relevant Set's Scheduled Arrival Date.

Tripartite Review Team means the team as defined in clause 2.1.2(a)(ii) of the L3C Agreement.

Type Approval means an approval notice issued by the ASA stating that RailCorp specifying the fitness of a particular item of equipment may be used for use in a defined aspect or component of the L3C Services under stated conditions as per the principles in section 5 of Appendix 2 to the SPTR.

UGL Rail Maintenance Documents means those Materials:

- (a) created by UGL Rail Services in the performance of services under the MainTrain Contract and which set out work instructions, work practices and related specifications for the performance of maintenance services on RailCorp Sydney Trains's Electric Fleet or Diesel Fleet; and
- (b) which are used by the L3C Contractor in the performance of the L3C Services or are incorporated in, or used as the basis for, a Deliverable or a Third Party Deliverable.

UGL Rail Services means UGL Rail Services Pty Limited ABN 58 000 003 136.

Unipart Rail means Unipart Rail Limited R/N 3038418.

Update means an improvement, modification, fix, update, addition to, or alteration to Software or the rights contemplated by Schedule 5 to the L3C Agreement created by or on behalf of, or endorsed or authorised by, the owner of that Software or the rights contemplated by Schedule 5 to the L3C Agreement, but does not include Versions.

Urgent Defect means any Defect which:

- (a) prevents a Set from meeting Minimum Operating Standards and becomes apparent when the Set is on the Sydney Trains Network and is not at a Maintenance Centre;
or
- (b) prevents a Set from entering into or continuing in service or otherwise from being available for use by Sydney Trains.

Value for Money Initiative or **VfM Initiative** means an initiative with the purpose of reducing the overall costs to RailCorp Sydney Trains of the L3C Contractor providing the L3C Services and should have:

- (a) a positive net present value based on the market determined cost of capital;
- (b) a business case supporting the implementation of the initiative based on a payback period of less than 6 years; and
- (c) potential for benefit sharing between RailCorp Sydney Trains and L3C Contractor.

Variation means any change or variation to the L3C Services contemplated by clause 22.1 of the L3C Agreement.

Version means a new edition of the Software or the rights contemplated by clause 1.1 of Schedule 5 to the L3C Agreement which contains substantial new functionality or incorporates substantial internal restructuring of the Software (for example to enable interoperability with an additional platform) or the rights contemplated by Schedule 5 to the L3C Agreement.

Warranty Period means

- (a) the warranty period that is specified in the SPTR as applying to an item of L3C Inventory;
- (b) if no period is specified in the SPTR,
 - (i) the warranty period provided by the manufacturer of that L3C Inventory; or
 - (ii) any other period agreed by the parties.

WHS Legislation means legislation relating to health and safety at work including:

- (a) the Work Health and Safety Act 2011 (NSW); and
- (b) the Work Health and Safety Regulation 2017 (NSW).

WHS Management Plan means the work health and safety plan to be prepared by the L3C Contractor under Schedule 4 clause 1.9, which must:

- (a) set out in adequate detail the procedures the L3C Contractor will implement to manage the L3C Services, Private Services or any other work carried out on the Site from a work health and safety perspective;
- (b) describe how the L3C Contractor proposes to ensure the L3C Services, Private Services or any other work carried out on the Site are performed consistently with WHS Legislation; and
- (c) comply with the specific requirements of Part 6.4 of the Work Health and Safety Regulation 2017 (NSW) in relation to the matters that a WHS management plan must include.

Wilful Misconduct means any intentional act or omission done with the intention of:

- (a) breaching the L3C Agreement; or
- (b) otherwise having harmful consequences,

but does not include any innocent or negligent act, omission or mistake or error of judgement.

Work Method Statements means the set of documents which set out in reasonable detail:

- (a) what the L3C Contractor will do to perform each aspect of the L3C Services; and
- (b) how the L3C Contractor will perform each aspect of the L3C Services.

~~**Work Order** means a written notice which lists the scheduled L3C Services which must be performed on a Set.~~

~~Work Order Variation Request means a work order variation request which complies with the requirements of clause 21.~~

1.2 Acronyms

Acronym	Definition
ALARP	As Low As Reasonably Practicable
AOG	Asset Operations Group of RailCorp Sydney Trains
AS	Australian Standard
ASA	Asset Standards Authority
ATC	Automatic Train Control
ATO	Automatic Train Operation
ATP	Automatic Train Protection
ATS	Automatic Train Supervision
BCA	Building Code of Australia
BCO	Bogie Change Out
BDTS	Backbone Data Transmission System
CBTC	Communications Based Train Control
CCD	Command, Control and Diagnostic
CCO	Component Change Out
CCR	Central Control Room
CCTV	Closed Circuit Television
CFC	Chlorofluorocarbon
COMMS	Communication System
CPI	has the meaning given in the dictionary
CPTED	Crime Prevention Through Environmental Design
CRAC	Computer Room Air Conditioning
DC	Direct Current
DCR	Depot Control Room
DDA	Disability Discrimination Act

Acronym	Definition
DDC	Direct Digital Control
DECCW	Department of Environment, Climate Change and Water
DIFOT	means a measure of delivery performance in a supply chain that stands for Delivered In-Full, On-Time
DMI	Driver Machine Interface
DNSP	Distribution Network Service Provider
DPLC	Dual Programmable Logic Controller
DRP	Design Review Panel
DSAPT	Disability Standard for Accessible Public Transport
DVVR	Digital Voice and Video Recorder
ECS	Environmental Control System
EED	Emergency Escape Doors
EI	means a RailCorp Sydney Trains document describing an engineering instruction, with a document number preceded by "EI", for a procedure that must be performed by technical passenger rolling stock staff, to ensure maintenance activities are completed to a Car in readiness for operational purposes
EM	means a RailCorp Sydney Trains document describing an engineering modification, with a document number preceded by "EM", for a procedure that must be performed by technical passenger rolling stock staff, to ensure maintenance activities are completed to a Car in readiness for operational purposes
EMC	Electromagnetic Compatibility
E01	Expression of Interest
ERP	Enterprise Resource Planning (System)
ESC	means Endeavour Service Centre
ESR	Emergency Services Radio
FAT	Factory Acceptance Tests
FCR	Fire Control Room
FIP	Fire Indicator Panel
FLSEB	Fire and Life Safety Engineering Brief

Acronym	Definition
FMECA	Failure Modes Effect and Critical Analysis
FRL	Fire Resistance Level
GBCA	Green Building Council of Australia
GCP	Gas Control Panel
GHGE	Greenhouse Gas Emissions
GI	General Inspection
GPS	Global Positioning System
GSCR	Group Station Control Room
GUI	Graphic User Interface
HCFC	Hydrochlorofluorocarbon
HMI	Human Machine Interface
HP	High Performance
HV	High Voltage
HVAC	Heating Ventilation and Air Conditioning
IAMA	Institute of Arbitrators and Mediators Australia
IBC	Intermediate Bulk Storage
ICP1q,	CPI Indexation Factor
ICT	Information and Communications Technology
ID	Identification
IEEE	Institution of Electrical and Electronic Engineering
IFAT	Integrated Factory Acceptance Tests
ILPIg	LPI Indexation Factor
IMS	Inventory Management System
IP	Intellectual Property
ITSR	Independent Transport Safety Regulator
KPI	Key Performance Indicator

Acronym	Definition
LAN	Local Area Network
LCD	Liquid Crystal Display
LED	Light Emitting Diode
LoS	Levels of Service
LRU	Line Replaceable Unit
LV	Low Voltage
MCCD	means RailCorp Sydney Trains's Maintenance Contracts and Commercial Division, a Division of AOG
MDF	Medium Density Fibreboard
MECP	Master Emergency Control Panel
MMS	Maintenance Management System
MOS	Minimum Operating Standards
MTTR	Mean Time To Repair
OEM	has the meaning given in the dictionary
OEH	NSW Office of Environment and Heritage
OHW	Overhead Wire
OMET	Operation and Maintenance of Electric Trains — Minimum Operating Standards
PA	Public Address
PLC	Programmable Logic Controller
PVC	polyvinyl chloride
RAMS	Reliability, Availability, Maintainability and Safety
RF	Radio Frequency
RFT	Request for Tender
RSD	RailCorp Sydney Trains's Rolling Stock Division, a Division of AOG
RTA	Roads and Traffic Authority
SAT	Site Acceptance Tests
SCADA	Supervisory Control And Data Acquisition

Acronym	Definition
SIL	Safety Integrity Level
SIT	System Integration Tests
SOP	Standard Operating Procedures
SP	means a RailCorp Sydney Trains specification which is a statement of particulars and / or a detailed description that sets out the parameters and standards for engineering, design and manufacture, supply of components or service. The SP replaces the old FE documents
SPTR	Scope, Performance and Technical Requirements
TLSI	means the Office of Transport Safety Investigations constituted under the Transport Administration Act
TMP	Technical Maintenance Plan
TVOC	Total Volatile Organic Compounds
UPS	Uninterruptible Power Supply
VPN	Virtual Private Network
WAN	Wide area network
WMS	Warehouse Management System

Schedule 24 - Scope, Performance and Technical Requirements

Sydney Trains Note: See documents on USB in Appendix 2 of Schedule 1 of the Deed of Extension and Variation

~~Schedule 23~~

Key Provider Direct Deed

**L3C Agreement - Contract No. WS53007 - Provision of Rolling Stock Level 3
Maintenance and Logistics Services**

~~Rail Corporation New South Wales~~ Sydney Trains
ABN 38 284 779 68259 325 778 353

UGL Unipart Rail Services Pty Ltd
ACN 154 895 940

Unipart Rail Limited
R/N 3038418

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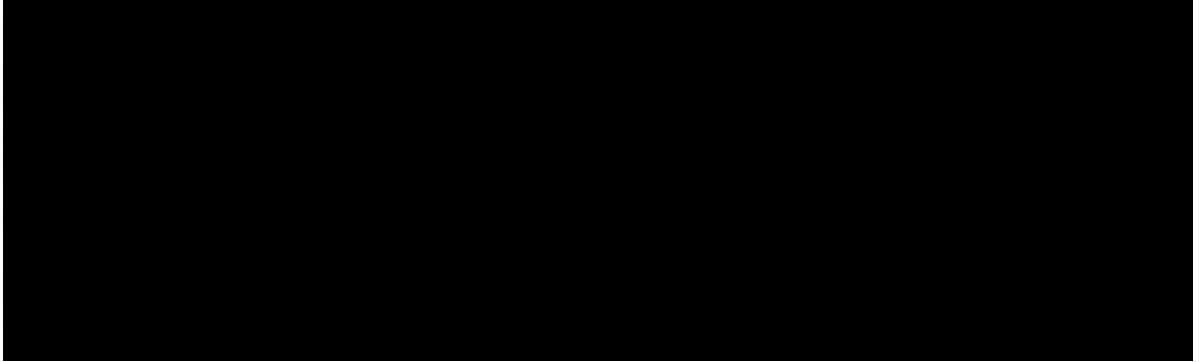
KEY DETAILS

Date

Parties

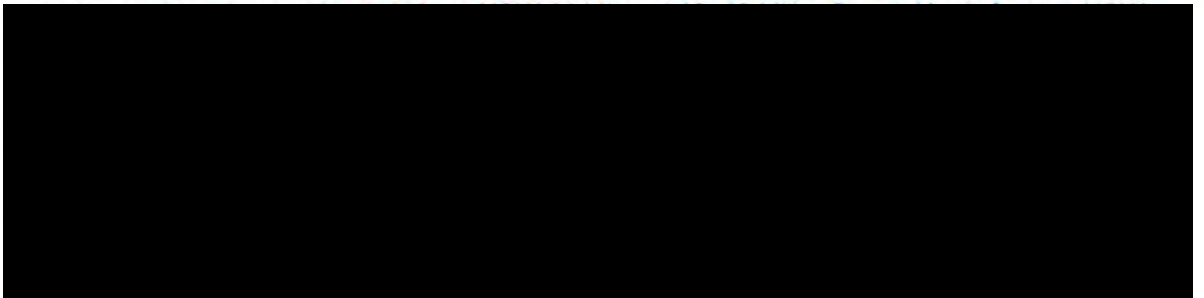
RailCorp Sydney Trains

Name ~~Rail Corporation New South Wales~~ Sydney Trains
ABN ~~38 284 779 68259 325 778 353~~



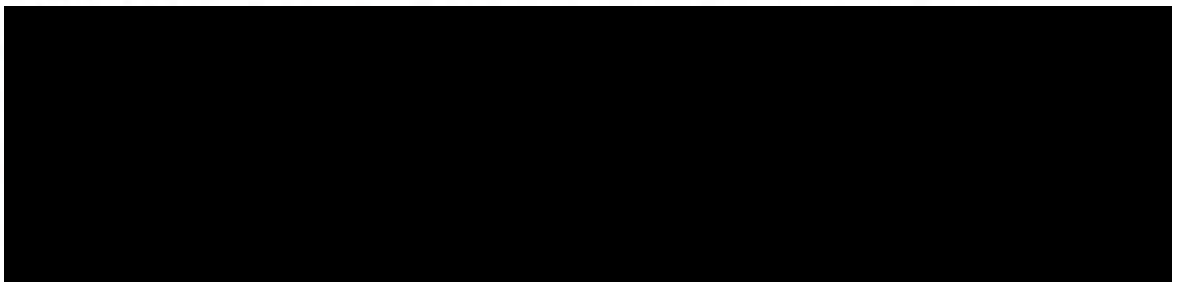
L3C Contractor

Name UGL Unipart Rail Services Pty Ltd
ACN 154 895 940



Key Provider

Name Unipart Rail Limited
R/N 3038418



BACKGROUND

- A [RailCorp Sydney Trains](#)'s principal objective is to deliver safe and reliable railway passenger services in New South Wales in an efficient, effective and financially responsible manner.
- B As a part of the delivery of safe and reliable passenger services, [RailCorp Sydney Trains](#) requires the provision of rolling stock maintenance, logistics and purchasing services.
- C The L3C Contractor is required to provide the L3C Services to [RailCorp Sydney Trains](#) under the L3C Agreement.
- D The L3C Contractor has entered into the Key Provider Agreement with the Key Provider pursuant to which the Key Provider must carry out part of the L3C Services.
- E If the L3C Agreement is terminated, [RailCorp Sydney Trains](#) may require the Key Provider to provide the Key Provider Services to [RailCorp Sydney Trains](#) until such a time that [RailCorp Sydney Trains](#) has engaged another entity to provide services similar to the L3C Services.
- F The Key Provider has agreed to provide [RailCorp Sydney Trains](#) with the Key Provider Services in the circumstances described above on the terms of this deed.

TERMS

1. Interpretation

1.1 Definitions

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

Associate means, in relation to a person, any Related Body Corporate of that person and any officer, employee, agent, contractor, consultant, nominee, licensee, invitee or advisor of that person or that Related Body Corporate and:

- (a) in the case of the L3C Contractor and the Other Contractor, includes their Subcontractors, and those Subcontractor's respective Associates (but does not include [RailCorp Sydney Trains](#) or any of its Associates);
- (b) in the case of [RailCorp Sydney Trains](#), does not include the L3C Contractor, the Other Contractor or their Associates.

Business Days means a day other than:

- (a) a Saturday, Sunday or a public holiday as gazetted in NSW; or
- (b) a day falling within the period:
 - (i) commencing on the Monday before 24 December in any given year; and
 - (ii) ending on the Friday following 1 January in the following year.

Claim includes any claim for payment of money (including damages):

- (a) under, arising out of, or in any way in connection with:
 - (i) this deed;

- (ii) the L3C Agreement;
 - (iii) the Key Provider Agreement;
 - (iv) the L3C Services; or
 - (v) the Key Provider Services;
- (b) arising out of or in connection with the either party's conduct before the date of this deed; or
- (c) otherwise at Law or in equity including:
- (i) statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
- (d) for restitution.

Corporations Act means the Corporations Act 2001 (Cth).

Date of this Deed means the date on which this deed is executed

Deed of Extension and Variation means the document entitled "Deed of Extension and Variation" dated 1 July 2019.

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

Key Provider Agreement means the agreement of that name between the L3C Contractor and the Key Provider entered into on or about 23 December 2011.

Key Provider Services means the services the Key Provider is required to provide to the L3C Contractor under the Key Provider Agreement.

Law includes:

- (a) legislation of New South Wales or the Commonwealth, including delegated legislation or policy enforceable under such legislation or delegated legislation; and
- (b) certificates, licenses, consents, permits, approvals and other requirements of Authorities,

and fees and charges payable in connection with the foregoing.

L3C Agreement means the document entitled L3C Agreement between agreement of that name to be entered into by RailCorp Sydney Trains and the L3C Contractor, dated on or about 23 December 2011, as extended and varied by the Deed of Extension and Variation.

L3C Services means the services the L3C Contractor must provide under the L3C Agreement.

by RailCorp Sydney Trains.

L3C Transaction Documents has the meaning given to that term in the L3C Agreement.

Novation Notice means a notice issued by RailCorp Sydney Trains pursuant to clause 5.1.

Novation Notice Date means the date specified as the "Novation Notice Date" in the Novation Notice, or if no such date is specified, the date of the Novation Notice.

Related Body Corporate has the meaning given to it in the Corporations Act.

Replacement Contractor means a contractor appointed by [RailCorp Sydney Trains](#) to provide services similar to the L3C Services.

Subcontractor means:

- (a) any subcontractor (including consultant or supplier) of the L3C Contractor or the Key Provider (as the case may be); and
- (b) any subcontractor of a person referred to in paragraph (a), whether directly or by virtue of one or more interposing contracts.

1.2 Interpretation

- (a) In this deed unless the context otherwise requires:
 - (i) a reference to this deed, this document or a similar term means either the agreement set out in this document or the document itself, as the context requires.
 - (ii) a reference to any Act, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
 - (iii) a reference to the singular includes the plural number and vice versa.
 - (iv) a reference to a party means a person who is named as a party to this deed.
 - (v) person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.
 - (vi) a reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes and assigns.
 - (vii) includes means includes but without limitation.
 - (viii) where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
 - (ix) a reference to doing something includes an omission, statement or undertaking (whether or not in writing) and includes executing a document.
 - (x) a reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to, this deed.
- (b) A heading is for reference only. It does not affect the meaning or interpretation of this deed.
- (c) Any schedule attached to this deed forms part of it. If there is any inconsistency between any clause of this deed and any provision in any schedule or attachment, the clause of this deed will prevail.
- (d) Nothing in this deed in any way restricts or otherwise affects the unfettered discretion of [RailCorp Sydney Trains](#) or any other [Rail Transport Agency](#) regarding

the exercise of [their](#) respective statutory functions and powers and the other parties acknowledges [RailCorp Sydney Trains](#) or a [Rail Transport Agency](#)'s rights under Schedules 6A and 6B of the Transport Administration Act 1988 (NSW) and under the Rail Safety ([Adoption of National Law](#)) Act 2012~~08~~ (NSW).

2. Term

The rights and obligations of the parties under this deed commence on the Date of this Deed.

3. Representations and warranties

Each of the parties represent and warrant to each other that:

- (a) it has the power to execute, deliver and perform its obligations under or as contemplated by this deed and all necessary action has been taken to authorise its execution, delivery and performance;
- (b) this deed constitutes its valid and binding obligations against it in accordance with its terms, subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors rights generally and subject to the availability of equitable remedies; and
- (c) the execution by it of, the performance by of its obligations under, and the compliance by it with the provisions of this deed does not and will not contravene any existing Law to which it is subject.

4. Undertakings

Each of the L3C Contractor and the Key Provider undertake to [RailCorp Sydney Trains](#) as follows:

- (a) it must not, at any time without the prior written consent of [RailCorp Sydney Trains](#):
 - (i) make or permit any material modification, material variation, material amendment to, replacement of or waiver of a provisions or, or any supplement or agreement collateral to; or
 - (ii) permit the novation, assignment or substitution of any party's rights, obligations or interest in,

the Key Provider Agreement; and
- (b) it must not novate, assign or substitute any of its rights, obligations or interest in the Key Provider Agreement without first procuring that the proposed novatee, assignee or substitute executes a document in favour of [RailCorp Sydney Trains](#) (in form and substance approved by [RailCorp Sydney Trains](#)) pursuant to which the novatee, assignee or substitute agrees to accept and be bound by this deed as if it were the Key Provider or the L3C Contractor (as applicable).

5. Novation

5.1 Novation Notice

If [RailCorp Sydney Trains](#) exercises its right to terminate the L3C Agreement under clause 34.2 of the L3C Agreement then [RailCorp Sydney Trains](#) may issue a notice requiring the Key Provider to commence providing the Key Provider Services directly to [RailCorp Sydney Trains](#) (Novation Notice).

5.2 Effect of a Novation Notice

If [RailCorpSydney Trains](#) issues a Novation Notice then, on and from the Novation Notice Date:

- (a) [RailCorpSydney Trains](#) will be bound by and must comply with the provisions of the Key Provider Agreement as if it were the L3C Contractor;
- (b) [RailCorpSydney Trains](#) will have all the rights and benefits of the L3C Contractor under the Key Provider Agreement (excluding any accrued rights of the L3C Contractor in respect of any damage, loss, cost, charge, expense, outgoing or payment to the extent that the rights arose prior to the Novation Notice Date);
- (c) the Key Provider will be bound by and must comply with the provisions of the Key Provider Agreement as if [RailCorpSydney Trains](#) were the L3C Contractor;
- (d) the Key Provider must commence providing the L3C Services to [RailCorpSydney Trains](#) (and otherwise perform all its obligations) in accordance with the terms of the Key Provider Agreement as if [RailCorpSydney Trains](#) were the L3C Contractor; and
- (e) L3C Contractor is released from all of its future obligations and liabilities under the Key Provider Agreement.

5.3 No set off

The Key Provider is not entitled to exercise any right of set-off, deduction, abatement or counterclaim against [RailCorpSydney Trains](#) if, and to the extent that, such right arose prior to the Novation Notice Date.

5.4 Entry into document

At the request of [RailCorpSydney Trains](#), each other party to this deed must immediately enter into a document in the form of Schedule 1 reflecting the novation of the Key Provider Agreement.

5.5 Appointment as attorney

- (a) If either L3C Contractor or the Key Provider fail to comply with clause 5.4, [RailCorpSydney Trains](#) may serve the defaulting party a notice requiring it to comply with its obligations under that clause.
- (b) If, within 14 days of service of a notice under clause 5.5(a), the defaulting party has not complied with its obligations under clause 5.4, then for valuable consideration, L3C Contractor or Key Provider or both (as the case may be) irrevocably appoint [RailCorpSydney Trains](#), on their behalf and in their name or otherwise, as their attorney to do anything which L3C Contractor and/or the Key Provider (as the case may be) is obligated to do (but has not done) under clause 5.4. Each of L3C Contractor and the Key Provider ratify and confirm and agree to ratify and confirm whatever such attorney does in the exercise of the power of attorney in this clause 5.5(b).

5.6 Accrued obligations and liabilities

Save where [RailCorpSydney Trains](#) exercises its rights under clause 5.1, nothing in this clause 5 shall operate to:

- (a) require [RailCorpSydney Trains](#) to assume any obligations or liabilities arising, or which are required to be performed, under or in relation to the Key Provider Agreement; or

- (b) release L3C Contractor from such obligations or liabilities.

5.7 Replacement Contractor

Upon service of a Novation Notice, [RailCorp Sydney Trains](#) must commence, and proceed with all due diligence in respect of, the tender process to appoint a Replacement Contractor.

5.8 Key Provider's right to terminate

If [RailCorp Sydney Trains](#) gives a Novation Notice and fails to appoint a Replacement Contractor within 24 months from the Novation Notice Date, the Key Provider may (in addition to any other rights under the Key Provider Agreement) terminate the Key Provider Agreement by giving [RailCorp Sydney Trains](#) not less than 60 Business Days written notice.

6. Termination

This deed will terminate if the parties so agree in writing. Termination of this deed does not affect the rights of any party which have accrued to that party before the date of termination.

7. Notices

7.1 How to give a notice

A notice, consent or other communication given under this deed is only effective if it is:

- (a) in writing, signed by or on behalf of the party giving it by any director, secretary, attorney or authorised agent, of that party:
- (b) addressed to the party to whom it is to be given; and
- (c) either:
- (i) subject always to clause ~~7.1(d)~~7.1(d), delivered or posted by prepaid express post to that party's address as set out in this deed or such other address as may be notified in writing by a party to the other~~delivered or sent by registered mail (by registered airmail, if the addressee is overseas) to that party's address; or~~
 - ~~(ii) — sent by facsimile to that party's facsimile number; or~~
 - ~~(iii)~~(ii) if the notice does not relate to a dispute, or a Claim, in connection with this document, sent by email to that party's email address as set out in this deed, as a scanned attachment in Adobe PDF format or such other email address as may be notified in writing by a party to the other party.
- (d) Any notice, consent or other communication under this document delivered or sent by ~~registered prepaid express postmail~~ will only be effective if it is also sent by ~~facsimile-email~~ as per clause ~~7.1(c)(ii)~~7.1(e)(ii).

7.2 When a notice is given

- (a) A notice, consent or other communication that complies with this clause is regarded as given and received by the addressee:
- (i) in the case of prepaid express post sent to an address within Australia – on the second Business Day after the date of posting;

~~(a)(ii)~~ in the case of prepaid express post sent to an address in another country – on the fourth Business Day after the date of posting; if it is sent by mail;

~~(iii)~~ in the case of delivery by hand on the delivery at the address of the addressee as provided in this deed;

~~(b)~~ in the case of email at the local time (in the place of receipt of that email) that would be determined if section 13A of the Electronic Transactions Act 2000 (NSW) were to apply in respect of the email within Australia—3 Business Days after posting; or

~~(c)~~ to or from a place outside Australia—7 Business Days after posting;

~~(d)~~ if it is sent by facsimile, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent; and

~~(iv)~~ if it is delivered or sent by email,

provided that if the communication would be taken to be received on a day which is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.

~~(e)(b)~~ The Key Provider must ensure that any documents it provides, including by electronic means, are in the file structure and format for such documents as may be reasonably specified by Sydney Trains from time to time. Sydney Trains requires such documents which are submitted by email to be submitted as an attachment to an email, where the attachment is in .pdf, or where appropriate Excel, Primavera (.xer or .xml) or Microsoft Project (.mpp) format. ;

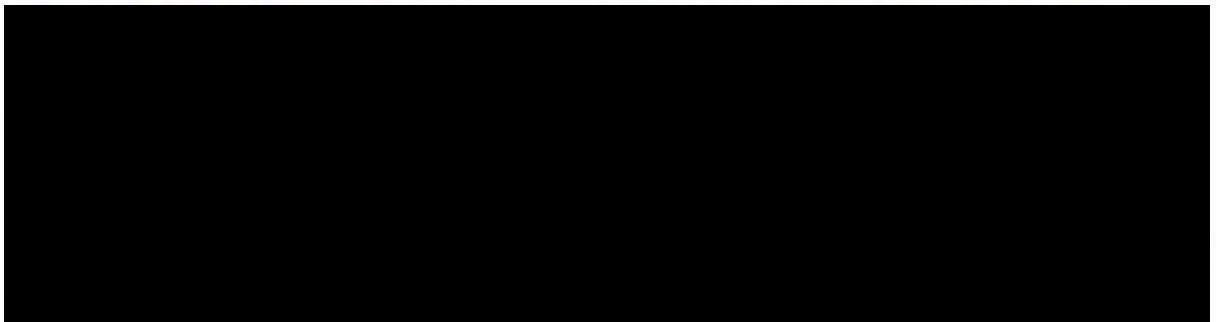
~~(i)~~ by 5.00 pm (local time in the place of receipt) on a Business Day on that day; or

~~(ii)~~ after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day.

7.3 Address for notices

Each party's address and email contact details are as set out below, as the party notifies the other party or, in the case of the L3C Contractor or the Key Provider, its registered office (as the case may be).

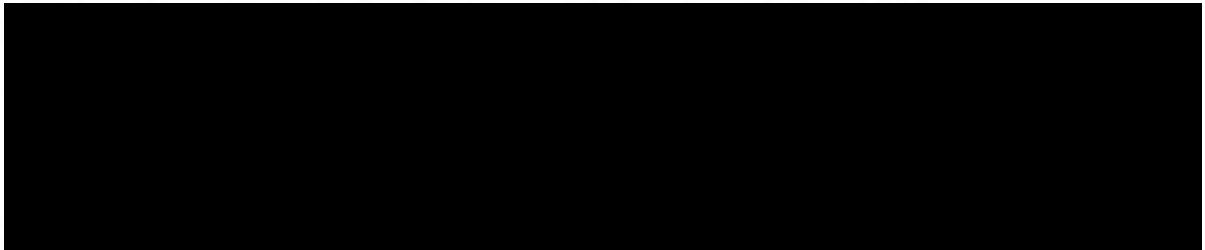
~~RailCorp~~Sydney Trains



L3C Contractor



Key Provider



8. General

8.1 Amendment

Except as expressly provided, this deed can only be amended, supplemented, replaced or novated by another deed signed by the parties.

8.2 Governing law

- (a) The law in force in New South Wales governs this deed.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed, and waives any right it might have to claim that those courts are an inconvenient forum.

8.3 Survival of terms

The parties agree that the following terms (and any other terms of this deed necessary for or incidental to the operation of those terms) will survive the termination or expiry of this deed: clauses 3, 7 and 8.

8.4 Liability for expenses

Subject to the terms of this deed each party must pay its own expenses incurred in negotiating, executing and registering this deed.

8.5 Attorneys

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

8.6 Giving effect to this deed

Each party must do anything (including execute any document), and must ensure that its Associates do anything (including execute any document), that the other party may reasonably require to give full effect to this deed.

8.7 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

8.8 Consents and Approvals

A consent or approval required under this deed from [RailCorp Sydney Trains](#) may be given or withheld, or may be given subject to any conditions, as [RailCorp Sydney Trains](#) (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

8.9 Operation of this deed

- (a) Except as otherwise expressly provided, this deed together with the other L3C Transaction Documents contains the entire agreement between the parties about its subject matter, and any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this deed, and the other L3C Transaction Documents, and has no further effect.
- (b) Any right that a person may have under this deed is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this deed enforceable, unless this would materially change the intended effect of this deed.

EXECUTION

Executed as a deed

**Executed for and on behalf of ~~Rail Corporation~~
~~New South Wales~~ Sydney Trains by its
authorised officer in the presence of:**

Signature of Witness

Signature of Authorised Officer

Name of Witness (print)

Name of Authorised Officer (print)

**Executed by UGL Unipart Rail Services Pty
Ltd:**

Signature of director

Signature of director/secretary

Name

Name

Executed by Unipart Rail Limited:

Signature of director

Signature of director/secretary

Name

Name

Schedule 1: Novation Agreement

Novation Deed

**L3C Agreement - Contract No. WS53007 - Provision of Rolling Stock Level 3
Maintenance and Logistics Services**

~~Rail Corporation New South Wales~~ Sydney Trains
ABN ~~38 284 779 68259 325 778 353~~

UGL Unipart Rail Services Pty Ltd
ACN 154 895 940

Unipart Rail Limited
R/N 3038418

1	Date	
2	Parties	
	L3C Contractor Name	UGL Unipart Rail Services Pty Ltd ACN 154 895 940
	Address	Manchester Road, Auburn NSW 2144 <u>Level 10, 40 Miller Street, North Sydney NSW 2060</u>
	Attention Fax Email	[REDACTED]
	Sydney Trains RailCorp Name	Rail Corporation New South Wales Sydney Trains ABN 38 284 779 68259 325 778 353
	Address	<u>Level 20, 477 Pitt Street, Sydney NSW 2000</u> Level 18, 477 Pitt Street Sydney NSW 2000
	Attention Fax Email	[REDACTED]
	Key Provider Name	Unipart Rail Limited R/N 3038418
	Address	Jupiter Building, First Point, Balby Carr Bank, Doncaster, DN4 5QJ
	Attention Fax Email	[REDACTED]

BACKGROUND

- A The L3C Contractor and the Key Provider are parties to Key Provider Agreement.
- B The parties to this deed have agreed to novate the Key Provider Agreement on the terms set out in this deed.

Deed

1. Interpretation

1.1 Definitions

Definitions in the Key Provider Direct Deed apply to this deed save for the following words or phrases, which have the meaning given below.

Effective Date has the meaning given in clause 3.1.

Key Provider Direct Deed means the agreement of that name entered into on or about the date of the L3C Contract to regulate the rights and obligations between [RailCorp Sydney Trains](#), L3C Contractor and the Key Provider in the event of the termination of the L3C Agreement.

1.2 Interpretation

The following apply in the interpretation of this deed, unless the context requires otherwise.

- (a) A reference to this deed, this document or a similar term means either the agreement set out in this document or the document itself, as the context requires.
- (b) A reference to any statute, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- (c) A reference to the singular includes the plural number and vice versa.
- (d) A reference to a gender includes a reference to each gender.
- (e) A reference to a party means a person who is named as a party to this deed.
- (f) Person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.
- (g) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes and assigns.
- (h) An agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them jointly and severally.
- (i) Includes means includes but without limitation.
- (j) Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
- (k) A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and includes executing a document.

- (l) A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to this deed.

1.3 Incorporation of terms

Clauses 5.8, 7 and 8 of the Key Provider Direct Deed are incorporated into this deed as if set out in full.

2. Consideration

This deed is entered into in consideration of the parties incurring obligations and giving rights under this deed and for other valuable consideration.

3. Novation

3.1 Novation

With effect on and from the date of this deed (**Effective Date**), the Key Provider Agreement is rescinded and a new agreement is created on the same terms except as set out below:

- (a) [RailCorpSydney Trains](#) is substituted for the L3C Contractor under the Key Provider Agreement;
- (b) all references to the L3C Contractor in the Key Provider Agreement will be read and construed as if they were references to [RailCorpSydney Trains](#); and
- (c) [RailCorpSydney Trains](#) will:
 - (i) be bound by and must comply with all the provisions of the Key Provider Agreement binding on the L3C Contractor; and
 - (ii) enjoy all the rights and powers of the L3C Contractor under the Key Provider Agreement.

3.2 Release from future performance

Subject to clause 3.3, on and from the Effective Date, the Key Provider releases the L3C Contractor from:

- (a) the Key Provider Agreement, including any obligation under the Key Provider Agreement to be performed by the L3C Contractor on or after the Effective Date; and
- (b) all actions, claims or proceedings that the Key Provider may have under or in relation to the Key Provider Agreement, contingent or otherwise, arising on or after the Effective Date.

3.3 Accrued rights

The novation and release under clauses 3.1 and 3.2 does not prejudice any accrued rights, obligations, claims or liabilities which the L3C Contractor and the Key Provider may have against each other in relation to the performance of the Key Provider Agreement before the Effective Date.

3.4 Acknowledgment

Each party acknowledges that nothing in this deed constitutes:

- (a) a breach of any term of the Key Provider Agreement; or
- (b) any other event or circumstance which would cause the acceleration of any payment to be made under, or the termination or enforcement of, the Key Provider Agreement.

4. Indemnity

- (a) [RailCorp Sydney Trains](#) indemnifies the L3C Contractor in respect of any action, demand or claim commenced or made by the Key Provider under or in connection with the Key Provider Agreement relating to [RailCorp Sydney Trains's](#) performance of the Key Provider Agreement on and from the Effective Date.
- (b) The L3C Contractor indemnifies [RailCorp Sydney Trains](#) in respect of any action, demand or claim commenced or made by the Key Provider under or in connection with the Key Provider Agreement relating to the L3C Contractor's performance of the Key Provider Agreement before the Effective Date.

EXECUTION

Executed as a deed

**Executed for and on behalf of ~~IRail Corporation~~
~~New South Wales~~Sydney Trains by its**
authorised officer in the presence of:

Signature of Witness

Signature of Authorised Officer

Name of Witness (print)

Name of Authorised Officer (print)

**Executed by UGL Unipart Rail Services Pty
Ltd:**

Signature of director

Signature of director/secretary

Name

Name

**Executed by ~~JGL Rail Services Pty~~
~~Limited~~Unipart Rail Limited:**

Signature of director

Signature of director/secretary

Name

Name

Key Provider Direct Deed

**L3C Agreement - Contract No. WS53007 - Provision of Rolling Stock Level 3
Maintenance and Logistics Services**

~~Rail Corporation New South Wales~~ [Sydney Trains](#)
ABN ~~38 284 779 68259-325-778-353~~

UGL Unipart Rail Services Pty Ltd
ACN 154 895 940

UGL Rail Services Pty Limited
ABN 58 000 003 136

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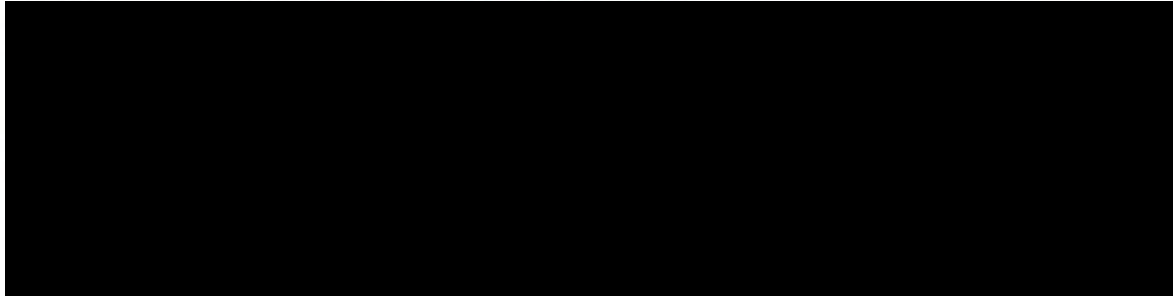
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KEY DETAILS

Date

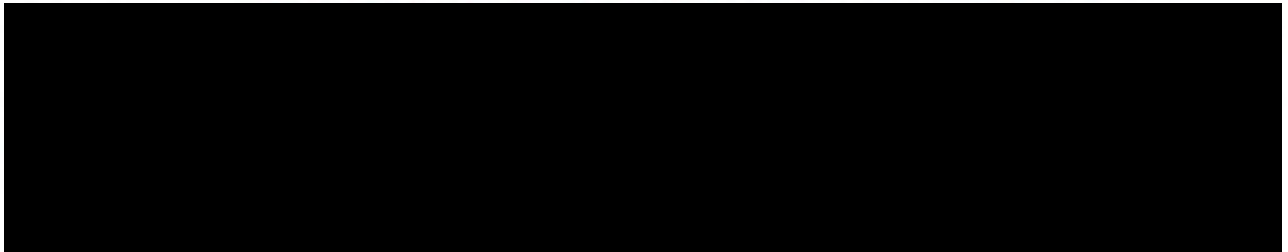
Parties

[Sydney](#)
[Trains](#) ~~RailCorp~~ ~~Rail Corporation New South Wales~~ [Sydney Trains](#)
Name ABN ~~59-325-778-353~~ [38 284 779 682](#)



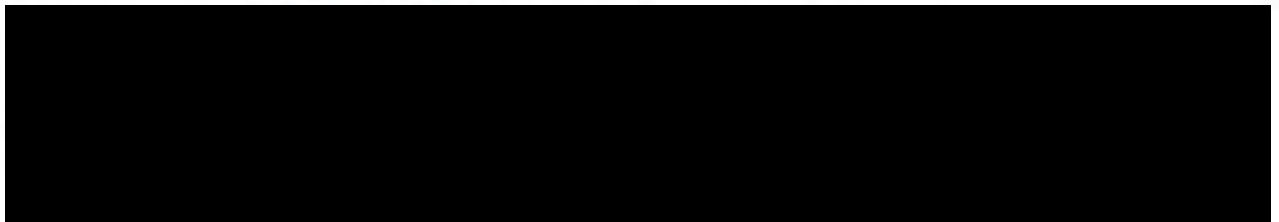
L3C Contractor

Name UGL Unipart Rail Services Pty Ltd
ACN 154 895 940



Key Provider

Name UGL Rail Services Pty Limited
ABN 58 000 003 136



BACKGROUND

- A [RailCorp Sydney Trains](#)'s principal objective is to deliver safe and reliable railway passenger services in New South Wales in an efficient, effective and financially responsible manner.
- B As a part of the delivery of safe and reliable passenger services, [RailCorp Sydney Trains](#) requires the provision of rolling stock maintenance, logistics and purchasing services.
- C The L3C Contractor is required to provide the L3C Services to [RailCorp Sydney Trains](#) under the L3C Agreement.
- D The L3C Contractor has entered into the Key Provider Agreement with the Key Provider pursuant to which the Key Provider must carry out part of the L3C Services.
- E If the L3C Agreement is terminated, [RailCorp Sydney Trains](#) may require the Key Provider to provide the Key Provider Services to [RailCorp Sydney Trains](#) until such a time that [RailCorp Sydney Trains](#) has engaged another entity to provide services similar to the L3C Services.
- F The Key Provider has agreed to provide [RailCorp Sydney Trains](#) with the Key Provider Services in the circumstances described above on the terms of this deed.

TERMS

1. Interpretation

1.1 Definitions

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

Associate means, in relation to a person, any Related Body Corporate of that person and any officer, employee, agent, contractor, consultant, nominee, licensee, invitee or advisor of that person or that Related Body Corporate and:

- (a) in the case of the L3C Contractor and the Key Provider, includes their Subcontractors, and those Subcontractor's respective Associates (but does not include [RailCorp Sydney Trains](#) or any of its Associates);
- (b) in the case of [RailCorp Sydney Trains](#), does not include the L3C Contractor, the Key Provider or their Associates.

Business Days means a day other than:

- (a) a Saturday, Sunday or a public holiday as gazetted in NSW; or
- (b) a day falling within the period:
 - (i) commencing on the Monday before 24 December in any given year; and
 - (ii) ending on the Friday following 1 January in the following year.

Claim includes any claim for payment of money (including damages):

- (a) under, arising out of, or in any way in connection with:
 - (i) this deed;

- (ii) the L3C Agreement;
 - (iii) the Key Provider Agreement;
 - (iv) the L3C Services; or
 - (v) the Key Provider Services;
- (b) arising out of or in connection with the either party's conduct before the date of this deed; or
- (c) otherwise at Law or in equity including:
- (i) statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution.

Corporations Act means the Corporations Act 2001 (Cth).

Date of this Deed means the date on which this deed is executed by [RailCorpSydney Trains](#).

Deed of Extension and Variation means the document entitled "[Deed of Extension and Variation - L3C Agreement](#)" between Sydney Trains and the L3C Contractor dated on or about 1 July 2019.

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

Key Provider Agreement means the agreement of that name between the L3C Contractor and the Key Provider entered into on or about 23 December 2011.

Key Provider Services means the services the Key Provider is required to provide to the L3C Contractor under the Key Provider Agreement.

Law includes:

- (a) legislation of New South Wales or the Commonwealth, including delegated legislation or policy enforceable under such legislation or delegated legislation; and
- (b) certificates, licenses, consents, permits, approvals and other requirements of Authorities,

and fees and charges payable in connection with the foregoing.

L3C Agreement means the ~~document entitled L3C Agreement between~~ [agreement of that name to be entered into by RailCorpSydney Trains](#) and the L3C Contractor, dated on or about 23 December 2011, ~~as extended and varied by the Deed of Extension and Variation.~~

L3C Services means the services the L3C Contractor must provide under the L3C Agreement.

L3C Transaction Documents has the meaning given to that term in the L3C Agreement.

Novation Notice means a notice issued by [RailCorpSydney Trains](#) pursuant to clause 5.1.

Novation Notice Date means the date specified as the "Novation Notice Date" in the Novation Notice, or if no such date is specified, the date of the Novation Notice.

Related Body Corporate has the meaning given to it in the Corporations Act.

Replacement Contractor means a contractor appointed by [RailCorp Sydney Trains](#) to provide services similar to the L3C Services.

Subcontractor means:

- (a) any subcontractor (including consultant or supplier) of the L3C Contractor or the Key Provider (as the case may be); and
- (b) any subcontractor of a person referred to in paragraph (a), whether directly or by virtue of one or more interposing contracts.

1.2 Interpretation

- (a) In this deed unless the context otherwise requires:
 - (i) a reference to this deed, this document or a similar term means either the agreement set out in this document or the document itself, as the context requires.
 - (ii) a reference to any Act, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
 - (iii) a reference to the singular includes the plural number and vice versa.
 - (iv) a reference to a party means a person who is named as a party to this deed.
 - (v) person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.
 - (vi) a reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes and assigns.
 - (vii) includes means includes but without limitation.
 - (viii) where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
 - (ix) a reference to doing something includes an omission, statement or undertaking (whether or not in writing) and includes executing a document.
 - (x) a reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to, this deed.
- (b) A heading is for reference only. It does not affect the meaning or interpretation of this deed.
- (c) Any schedule attached to this deed forms part of it. If there is any inconsistency between any clause of this deed and any provision in any schedule or attachment, the clause of this deed will prevail.
- (d) Nothing in this deed in any way restricts or otherwise affects the unfettered discretion of [RailCorp Sydney Trains](#) or any other [Rail Transport Agency](#) regarding

the exercise of ~~their~~s respective statutory functions and powers and the other parties acknowledges [Sydney Trains or a Rail Transport Agency's RailCorp's](#) rights under Schedules 6A and 6B of the Transport Administration Act 1988 (NSW) and under the Rail Safety ([Adoption of National Law](#)) Act 201208 (NSW).

2. Term

The rights and obligations of the parties under this deed commence on the Date of this Deed.

3. Representations and warranties

Each of the parties represent and warrant to each other that:

- (a) it has the power to execute, deliver and perform its obligations under or as contemplated by this deed and all necessary action has been taken to authorise its execution, delivery and performance;
- (b) this deed constitutes its valid and binding obligations against it in accordance with its terms, subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors rights generally and subject to the availability of equitable remedies; and
- (c) the execution by it of, the performance by of its obligations under, and the compliance by it with the provisions of this deed does not and will not contravene any existing Law to which it is subject.

4. Undertakings

Each of the L3C Contractor and the Key Provider undertake to [RailCorpSydney Trains](#) as follows:

- (a) it must not, at any time without the prior written consent of [RailCorpSydney Trains](#):
 - (i) make or permit any material modification, material variation, material amendment to, replacement of or waiver of a provisions or, or any supplement or agreement collateral to; or
 - (ii) permit the novation, assignment or substitution of any party's rights, obligations or interest in,

the Key Provider Agreement; and
- (b) it must not novate, assign or substitute any of its rights, obligations or interest in the Key Provider Agreement without first procuring that the proposed novatee, assignee or substitute executes a document in favour of [RailCorpSydney Trains](#) (in form and substance approved by [RailCorpSydney Trains](#)) pursuant to which the novatee, assignee or substitute agrees to accept and be bound by this deed as if it were the Key Provider or the L3C Contractor (as applicable).

5. Novation

5.1 Novation Notice

If [RailCorpSydney Trains](#) exercises its right to terminate the L3C Agreement under clause 34.2 of the L3C Agreement then [RailCorpSydney Trains](#) may issue a notice requiring the Key Provider to commence providing the Key Provider Services directly to [RailCorpSydney Trains](#) (**Novation Notice**).

5.2 Effect of a Novation Notice

If [RailCorpSydney Trains](#) issues a Novation Notice then, on and from the Novation Notice Date:

- (a) [RailCorpSydney Trains](#) will be bound by and must comply with the provisions of the Key Provider Agreement as if it were the L3C Contractor;
- (b) [RailCorpSydney Trains](#) will have all the rights and benefits of the L3C Contractor under the Key Provider Agreement (excluding any accrued rights of the L3C Contractor in respect of any damage, loss, cost, charge, expense, outgoing or payment to the extent that the rights arose prior to the Novation Notice Date);
- (c) the Key Provider will be bound by and must comply with the provisions of the Key Provider Agreement as if [RailCorpSydney Trains](#) were the L3C Contractor;
- (d) the Key Provider must commence providing the L3C Services to [RailCorpSydney Trains](#) (and otherwise perform all its obligations) in accordance with the terms of the Key Provider Agreement as if [RailCorpSydney Trains](#) were the L3C Contractor; and
- (e) L3C Contractor is released from all of its future obligations and liabilities under the Key Provider Agreement.

5.3 No set off

The Key Provider is not entitled to exercise any right of set-off, deduction, abatement or counterclaim against [RailCorpSydney Trains](#) if, and to the extent that, such right arose prior to the Novation Notice Date.

5.4 Entry into document

At the request of [RailCorpSydney Trains](#), each other party to this deed must immediately enter into a document in the form of Schedule 1 reflecting the novation of the Key Provider Agreement.

5.5 Appointment as attorney

- (a) If either L3C Contractor or the Key Provider fail to comply with clause 5.4, [RailCorpSydney Trains](#) may serve the defaulting party a notice requiring it to comply with its obligations under that clause.
- (b) If, within 14 days of service of a notice under clause 5.5(a), the defaulting party has not complied with its obligations under clause 5.4, then for valuable consideration, L3C Contractor or Key Provider or both (as the case may be) irrevocably appoint [RailCorpSydney Trains](#), on their behalf and in their name or otherwise, as their attorney to do anything which L3C Contractor and/or the Key Provider (as the case may be) is obligated to do (but has not done) under clause 5.4. Each of L3C Contractor and the Key Provider ratify and confirm and agree to ratify and confirm whatever such attorney does in the exercise of the power of attorney in this clause 5.5(b).

5.6 Accrued obligations and liabilities

Save where [RailCorpSydney Trains](#) exercises its rights under clause 5.1, nothing in this clause 5 shall operate to:

- (a) require [RailCorpSydney Trains](#) to assume any obligations or liabilities arising, or which are required to be performed, under or in relation to the Key Provider Agreement; or

- (b) release L3C Contractor from such obligations or liabilities.

5.7 Replacement Contractor

Upon service of a Novation Notice, [RailCorp Sydney Trains](#) must commence, and proceed with all due diligence in respect of, the tender process to appoint a Replacement Contractor.

5.8 Key Provider's right to terminate

If [RailCorp Sydney Trains](#) gives a Novation Notice and fails to appoint a Replacement Contractor within 24 months from the Novation Notice Date, the Key Provider may (in addition to any other rights under the Key Provider Agreement) terminate the Key Provider Agreement by giving [RailCorp Sydney Trains](#) not less than 60 Business Days written notice.

6. Termination

This deed will terminate if the parties so agree in writing. Termination of this deed does not affect the rights of any party which have accrued to that party before the date of termination.

7. Notices

7.1 How to give a notice

A notice, consent or other communication given under this deed is only effective if it is:

- (a) in writing, signed by or on behalf of the party giving it by any director, secretary, attorney or authorised agent, of that party;
- (b) addressed to the party to whom it is to be given; and
- (c) either:
- (i) subject always to clause 7.1(d), delivered or posted by prepaid express post to that party's address as set out in this deed or such other address as may be notified in writing by a party to the other delivered or sent by registered mail (by registered airmail, if the addressee is overseas) to that party's address; or
- ~~(ii) sent by facsimile to that party's facsimile number; or~~
- ~~(iii)~~ (ii) if the notice does not relate to a dispute, or a Claim, in connection with this document, sent by email to that party's email address as set out in this deed, as a scanned attachment in Adobe PDF format or such other email address as may be notified in writing by a party to the other party.
- (d) Any notice, consent or other communication under this document delivered or sent by ~~registered mail~~ prepaid express post will only be effective if it is also sent by ~~email~~ facsimile as per clause 7.1(c)(ii).

7.2 When a notice is given

- (a) A notice, consent or other communication that complies with this clause is regarded as given and received by the addressee:
- (i) in the case of prepaid express post sent to an address within Australia – on the second Business Day after the date of posting;

- (ii) in the case of prepaid express post sent to an address in another country – on the fourth Business Day after the date of posting;
- (iii) in the case of delivery by hand on the delivery at the address of the addressee as provided in this deed;
- (iv) in the case of email at the local time (in the place of receipt of that email) that would be determined if section 13A of the Electronic Transactions Act 2000 (NSW) were to apply in respect of the email if it is delivered or sent by email.

provided that if the communication would be taken to be received on a day which is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.

(b) The Key Provider must ensure that any documents it provides, including by electronic means, are in the file structure and format for such documents as may be reasonably specified by Sydney Trains from time to time. Sydney Trains requires such documents which are submitted by email to be submitted as an attachment to an email, where the attachment is in .pdf, or where appropriate Excel, Primavera (.xer or .xml) or Microsoft Project (.mpp) format.

~~(a) if it is sent by mail:~~

~~(i) within Australia – 3 Business Days after posting; or~~

~~(ii) to or from a place outside Australia – 7 Business Days after posting;~~

~~(b) if it is sent by facsimile, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent; and~~

~~(c) if it is delivered or sent by email:~~

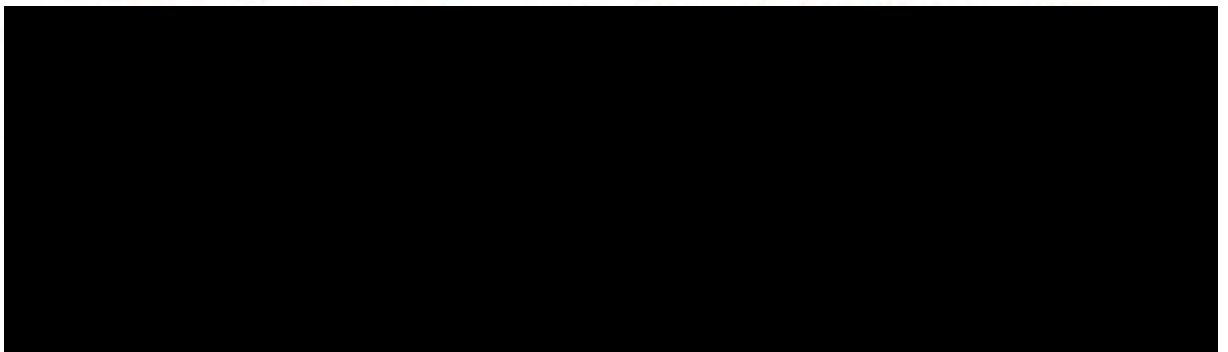
~~(i) by 5.00 pm (local time in the place of receipt) on a Business Day on that day; or~~

~~(ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day on the next Business Day.~~

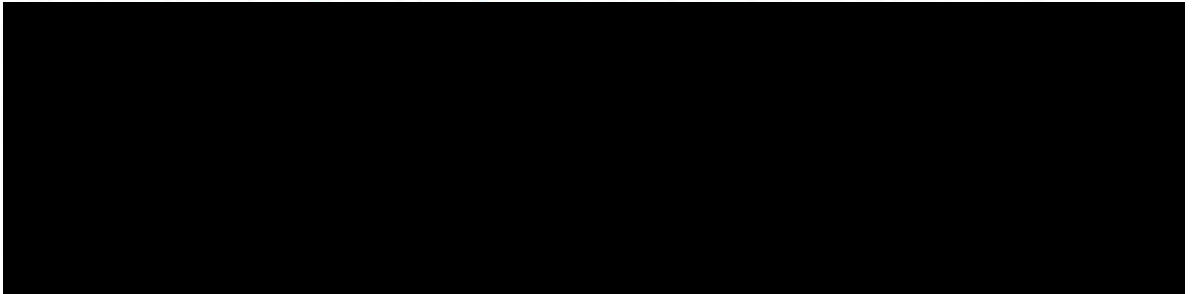
7.3 Address for notices

Each party's address and email contact details are as set out below, as the party notifies the other party or, in the case of the L3C Contractor or the Key Provider, its registered office (as the case may be).

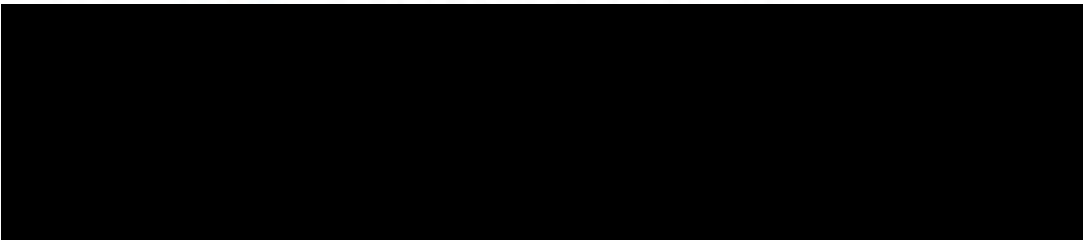
RailCorp Sydney Trains



L3C Contractor



Key Provider



8. General

8.1 Amendment

Except as expressly provided, this deed can only be amended, supplemented, replaced or novated by another deed signed by the parties.

8.2 Governing law

- (a) The law in force in New South Wales governs this deed.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed, and waives any right it might have to claim that those courts are an inconvenient forum.

8.3 Survival of terms

The parties agree that the following terms (and any other terms of this deed necessary for or incidental to the operation of those terms) will survive the termination or expiry of this deed: clauses 3, 7 and 8.

8.4 Liability for expenses

Subject to the terms of this deed each party must pay its own expenses incurred in negotiating, executing and registering this deed.

8.5 Attorneys

Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

8.6 Giving effect to this deed

Each party must do anything (including execute any document), and must ensure that its Associates do anything (including execute any document), that the other party may reasonably require to give full effect to this deed.

8.7 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

8.8 Consents and Approvals

A consent or approval required under this deed from [RailCorp Sydney Trains](#) may be given or withheld, or may be given subject to any conditions, as [RailCorp Sydney Trains](#) (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

8.9 Operation of this deed

- (a) Except as otherwise expressly provided, this deed together with the other L3C Transaction Documents contains the entire agreement between the parties about its subject matter, and any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this deed, and the other L3C Transaction Documents, and has no further effect.
- (b) Any right that a person may have under this deed is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this deed enforceable, unless this would materially change the intended effect of this deed.

EXECUTION

Executed as a deed

Executed for and on behalf of **Rail Corporation**
~~New South Wales~~ Sydney Trains by its
authorised officer in the presence of:

Signature of Witness

Name of Witness (print)

Signature of Authorised Officer

Name of Authorised Officer (print)

Executed by UGL Unipart Rail Services Pty Ltd:

Signature of director

Name

Signature of director/secretary

Name

Executed by UGL Rail Services Pty Limited:

Signature of director

Name

Signature of director/secretary

Name

Schedule 1: Novation Agreement

Novation Deed

**L3C Agreement - Contract No. WS53007 - Provision of Rolling Stock Level 3
Maintenance and Logistics Services**

~~Rail Corporation New South Wales~~ Sydney Trains

ABN ~~38 284 779 68259 325 778 353~~

UGL Unipart Rail Services Pty Ltd

ACN 154 895 940

UGL Rail Services Pty Limited

ABN 58 000 003 136

KEY DETAILS

1	Date	
2	Parties	
	L3C Contractor Name	UGL Unipart Rail Services Pty Ltd ACN 154 895 940
	Address	<u>Level 10, 40 Miller Street, North Sydney NSW 2060</u> Manchester Road, Auburn NSW 2144
	Attention Fax Email	[REDACTED]
	Sydney Trains RailCorp Name	Rail Corporation New South Wales <u>Sydney Trains</u> ABN <u>38 284 779 682</u> 59 325 778 353
	Address	<u>Level 20, 477 Pitt Street, Sydney NSW 2000</u> Level 18, 477 Pitt Street Sydney NSW 2000
	Attention Fax Email	[REDACTED]
	Key Provider Name	UGL Rail Services Pty Limited ACN 58 000 003 136
	Address	Level 7 <u>10</u> , 40 Miller Street, North Sydney NSW 2060
	Attention Fax Email	[REDACTED]

BACKGROUND

- A The L3C Contractor and the Key Provider are parties to Key Provider Agreement.
- B The parties to this deed have agreed to novate the Key Provider Agreement on the terms set out in this deed.

Deed

1. Interpretation

1.1 Definitions

Definitions in the Key Provider Direct Deed apply to this deed save for the following words or phrases, which have the meaning given below.

Effective Date has the meaning given in clause 3.1.

Key Provider Direct Deed means the agreement of that name entered into on or about the date of the L3C Contract to regulate the rights and obligations between [RailCorp Sydney Trains](#), L3C Contractor and the Key Provider in the event of the termination of the L3C Agreement.

1.2 Interpretation

The following apply in the interpretation of this deed, unless the context requires otherwise.

- (a) A reference to this deed, this document or a similar term means either the agreement set out in this document or the document itself, as the context requires.
- (b) A reference to any statute, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- (c) A reference to the singular includes the plural number and vice versa.
- (d) A reference to a gender includes a reference to each gender.
- (e) A reference to a party means a person who is named as a party to this deed.
- (f) Person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.
- (g) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes and assigns.
- (h) An agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them jointly and severally.
- (i) **Includes** means includes but without limitation.
- (j) Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
- (k) A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and includes executing a document.

- (l) A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to this deed.

1.3 Incorporation of terms

Clauses 5.8, 7 and 8 of the Key Provider Direct Deed are incorporated into this deed as if set out in full.

2. Consideration

This deed is entered into in consideration of the parties incurring obligations and giving rights under this deed and for other valuable consideration.

3. Novation

3.1 Novation

With effect on and from the date of this deed (**Effective Date**), the Key Provider Agreement is rescinded and a new agreement is created on the same terms except as set out below:

- (a) [RailCorpSydney Trains](#) is substituted for the L3C Contractor under the Key Provider Agreement;
- (b) all references to the L3C Contractor in the Key Provider Agreement will be read and construed as if they were references to [RailCorpSydney Trains](#); and
- (c) [RailCorpSydney Trains](#) will:
 - (i) be bound by and must comply with all the provisions of the Key Provider Agreement binding on the L3C Contractor; and
 - (ii) enjoy all the rights and powers of the L3C Contractor under the Key Provider Agreement.

3.2 Release from future performance

Subject to clause 3.3, on and from the Effective Date, the Key Provider releases the L3C Contractor from:

- (a) the Key Provider Agreement, including any obligation under the Key Provider Agreement to be performed by the L3C Contractor on or after the Effective Date; and
- (b) all actions, claims or proceedings that the Key Provider may have under or in relation to the Key Provider Agreement, contingent or otherwise, arising on or after the Effective Date.

3.3 Accrued rights

The novation and release under clauses 3.1 and 3.2 does not prejudice any accrued rights, obligations, claims or liabilities which the L3C Contractor and the Key Provider may have against each other in relation to the performance of the Key Provider Agreement before the Effective Date.

3.4 Acknowledgment

Each party acknowledges that nothing in this deed constitutes:

- (a) a breach of any term of the Key Provider Agreement; or
- (b) any other event or circumstance which would cause the acceleration of any payment to be made under, or the termination or enforcement of, the Key Provider Agreement.

4. Indemnity

- (a) [RailCorp Sydney Trains](#) indemnifies the L3C Contractor in respect of any action, demand or claim commenced or made by the Key Provider under or in connection with the Key Provider Agreement relating to [RailCorp Sydney Trains's](#) performance of the Key Provider Agreement on and from the Effective Date.
- (b) The L3C Contractor indemnifies [RailCorp Sydney Trains](#) in respect of any action, demand or claim commenced or made by the Key Provider under or in connection with the Key Provider Agreement relating to the L3C Contractor's performance of the Key Provider Agreement before the Effective Date.

EXECUTION

Executed as a deed

Executed for and on behalf of ~~Rail Corporation~~
~~New South Wales~~ Sydney Trains by its
authorised officer in the presence of:

Signature of Witness

Signature of Authorised Officer

Name of Witness (print)

Name of Authorised Officer (print)

**Executed by UGL Unipart Rail Services Pty
Ltd:**

Signature of director

Signature of director/secretary

Name

Name

Executed by UGL Rail Services Pty Limited:

Signature of director

Signature of director/secretary

Name

Name

Schedule 26 - Deed Poll

This deed poll (Deed Poll) made on the date of execution of this deed poll

By: UGL Unipart Rail Services Pty Ltd ACN 153 895 940 of Level 10, 40 Miller Street North Sydney NSW 2000 (L3C Contractor).

in favour of: Rail Corporation New South Wales (ABN 59 325 778 353) of Level 20, 477 Pitt Street, Sydney NSW 2000 (RailCorp)

NSW Trains (ABN 50 325 560 455) of 470 Pitt Street, Sydney NSW 2000 (NSW Trains).

Transport for NSW (ABN 18 804 239 602) of 18 Lee Street, Chippendale NSW 2008 (Transport for NSW).

Recitals

- A RailCorp owns the rail network and rail assets in NSW, including assets in respect of which the L3C Services will be provided by the L3C Contractor.
- B Sydney Trains (ABN 38 284 779 682) is responsible for the operation of passenger services in Sydney.
- C NSW Trains is responsible for the operation of passenger services in NSW outside Sydney.
- D Transport for NSW is responsible for the governance and delivery of transport services and infrastructure in NSW.
- E Rail Corporation New South Wales and the L3C Contractor entered into the L3C Services Agreement on 23 December 2011 (L3C Agreement).
- F On or around 1 July 2013, Rail Corporation New South Wales' interest in the L3C Agreement was transferred to Sydney Trains pursuant to a direction given under section 94 of the Transport Administration Act 1988 (NSW).
- G Sydney Trains and the L3C Contractor entered into a deed of extension and variation dated on or about the date of this Deed Poll (Deed of Extension and Variation) for the L3C Services.
- F It is a condition of the Deed of Extension and Variation that the L3C Contractor executes this Deed Poll.

This deed witnesses that the L3C Contractor hereby covenants, warrants and agrees with and for the benefit of RailCorp, NSW Trains and Transport for NSW as follows:

1. It will comply with its obligations under the L3C Agreement, the Lease, the Access Licence, any Cooperation and Interface Deed between the parties and an Other Contractor, any Transition Out Deed, the Escrow Agreement, the Safety Interface Agreement and any Direct Deed between the parties and a Key Provider (together the L3C Documents) (as amended).
2. Upon completion of the L3C Services, the L3C Services will satisfy the requirements of the L3C Documents (as amended).
3. The aggregate of the L3C Contractor's liability to RailCorp under this Deed Poll, the L3C Contractor's liability to NSW Trains under this Deed Poll, the L3C Contractor's liability to Transport for NSW under this Deed Poll and the L3C Contractor's liability to Sydney Trains under the L3C Documents (as amended):

(a) will not exceed the liability which the L3C Contractor would have had under the L3C Documents (as amended) if the L3C Documents (as amended) had named, in place of Sydney Trains, Sydney Trains, RailCorp, NSW Trains and Transport for NSW jointly and severally; and

(b) is subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the L3C Documents (as amended).

4. Any provision of this Deed Poll which seeks to limit or exclude a liability of the L3C Contractor is to be construed as doing so only to the extent permitted by law.

5. Subject to clause 3 wherever, pursuant to the terms of the L3C Documents (as amended) or the the L3C Contractor gives an indemnity in favour of Sydney Trains, the L3C Contractor gives the same indemnity in favour of RailCorp, NSW Trains and Transport for NSW as if the relevant terms of the indemnity were set out in full in this Deed Poll.

6. RailCorp, NSW Trains or Transport for NSW may at any time, at their sole discretion, assign or novate this Deed Poll (or any right, benefit or interest thereunder) to any Authority, any successor in title to RailCorp, NSW Trains or Transport for NSW, or any other person that assumes the functions or obligations of either RailCorp, NSW Trains or Transport for NSW.

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

8. This Deed Poll may not be revoked or otherwise modified without the prior written consent of RailCorp, NSW Trains and Transport for NSW.

9. Where terms used in this Deed Poll are defined in the L3C Agreement (as amended), those terms have the meaning given to them in the L3C Agreement (as amended).

Executed as a deed poll.

Executed by UGL Unipart Rail Services Pty Ltd ACN 154 895 940 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of Director

Signature of Secretary/other Director

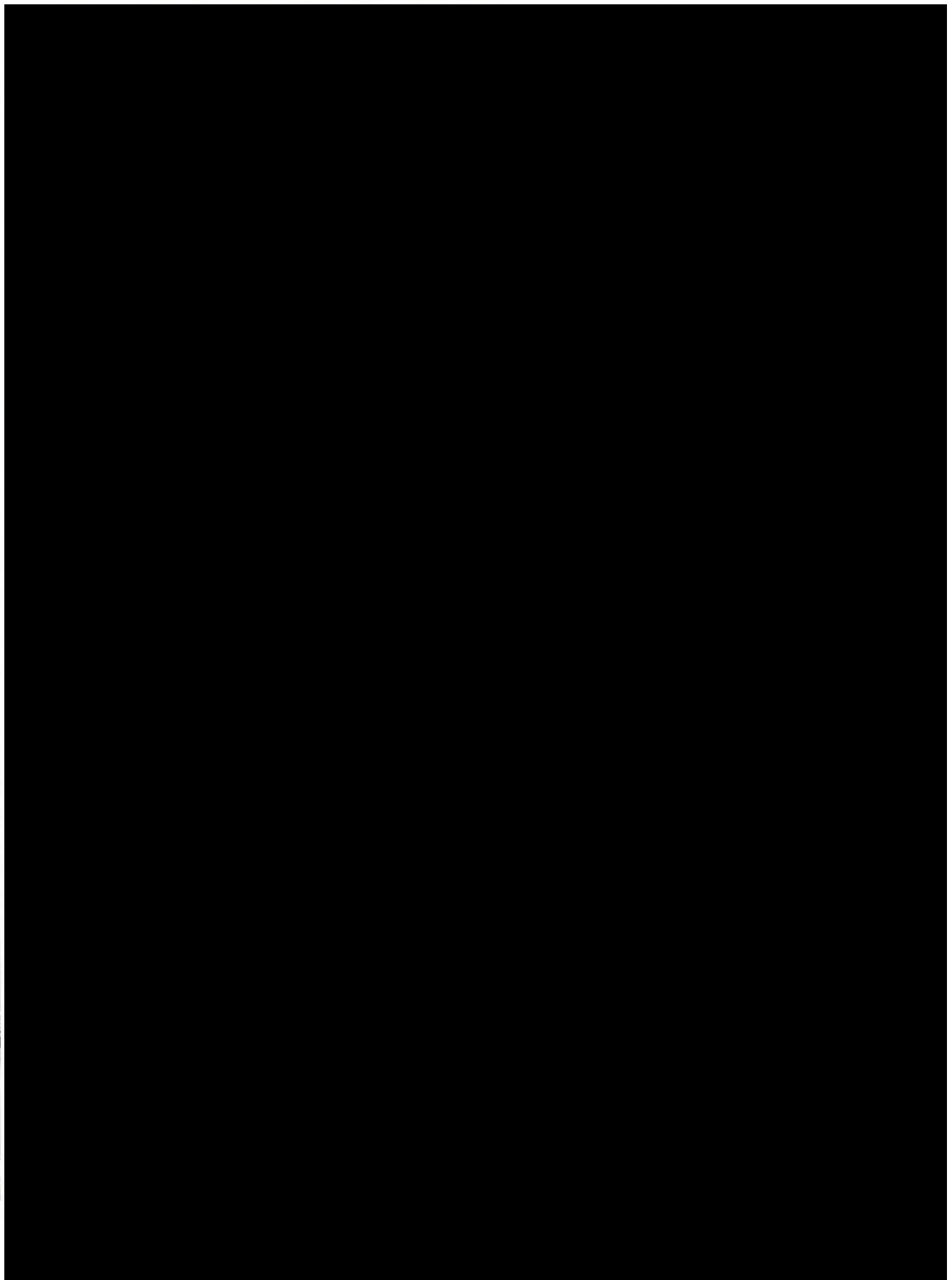
Name of Director in full

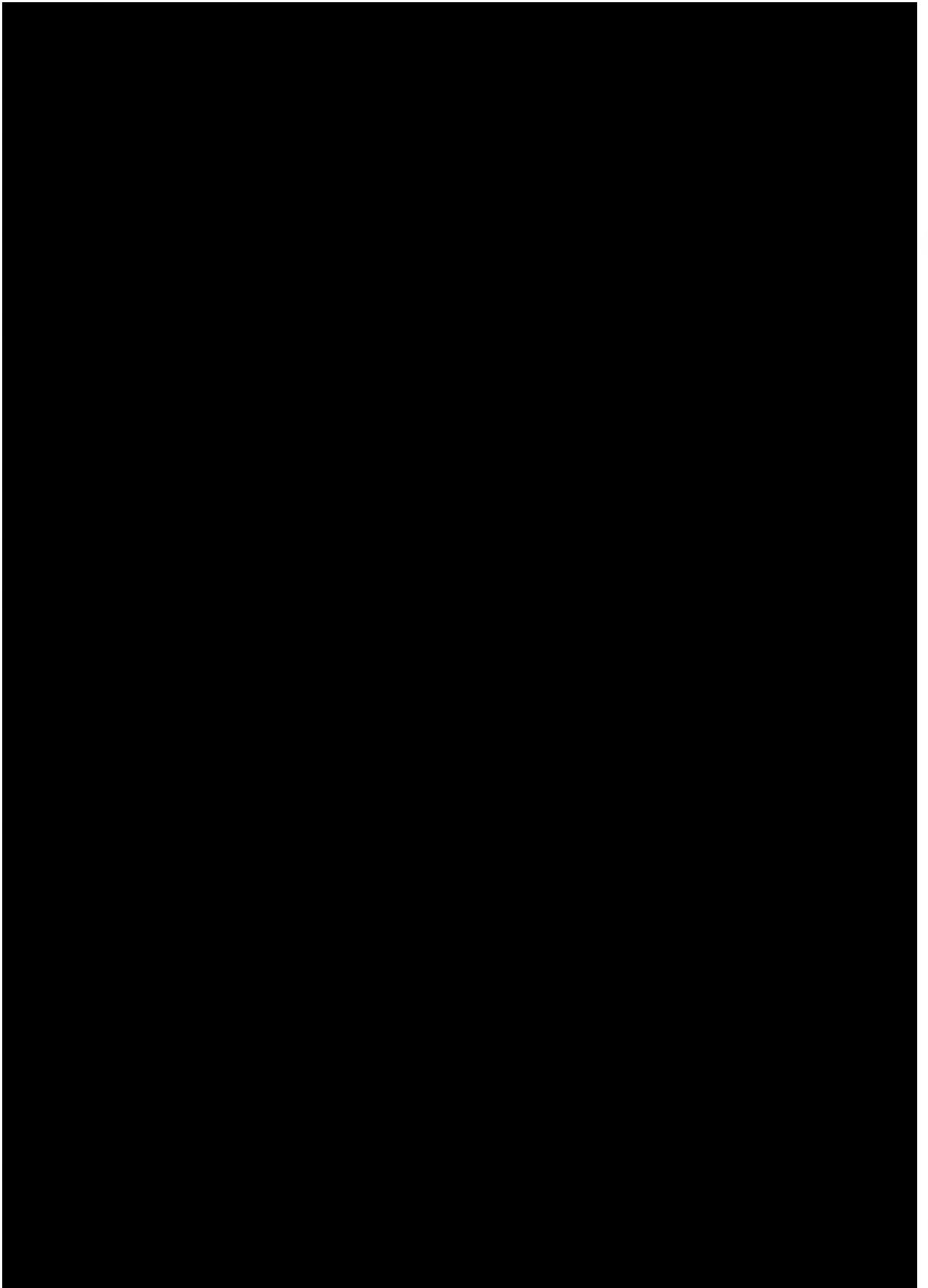
Name of Secretary/other Director in full

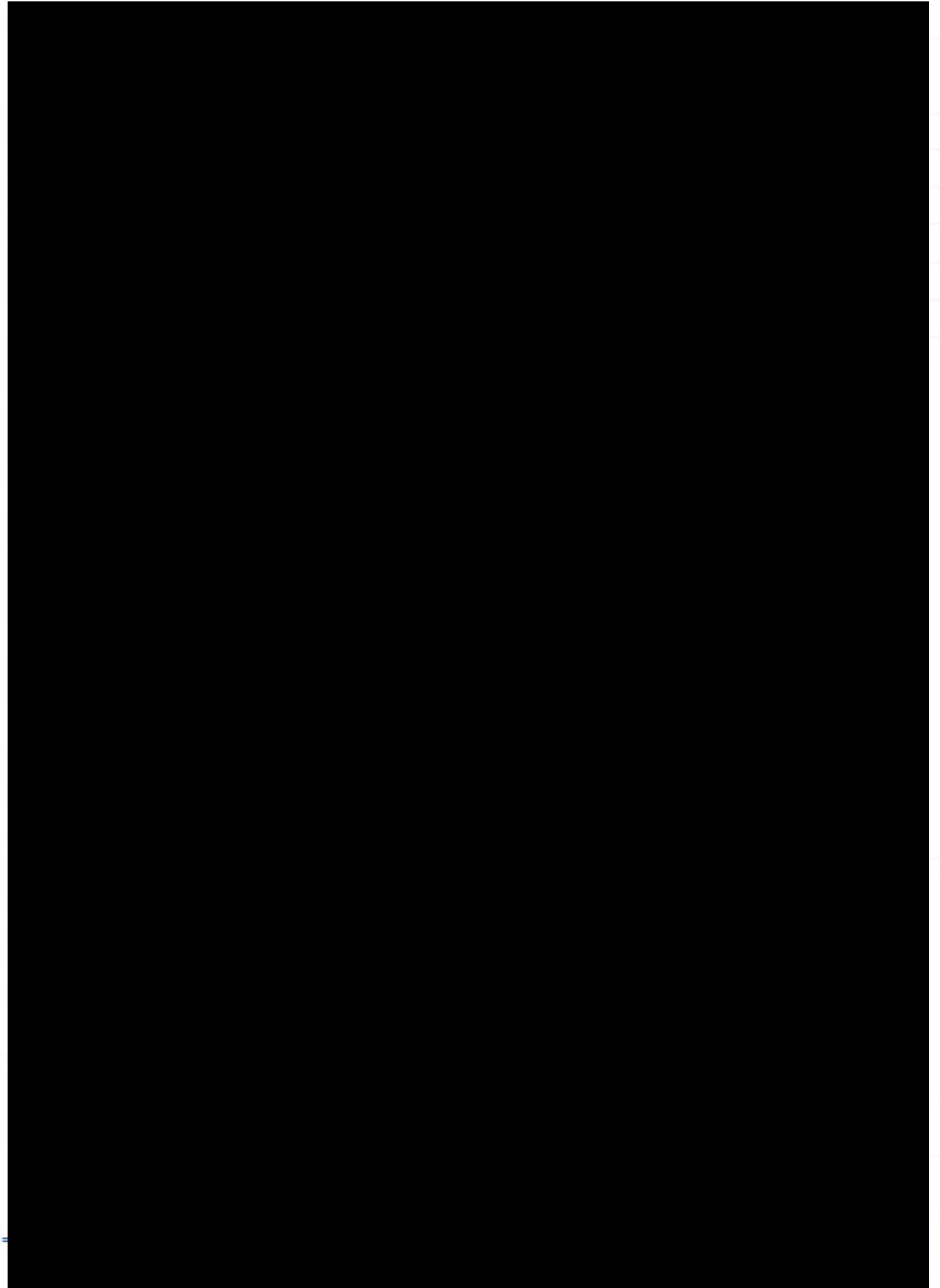
Date

Date

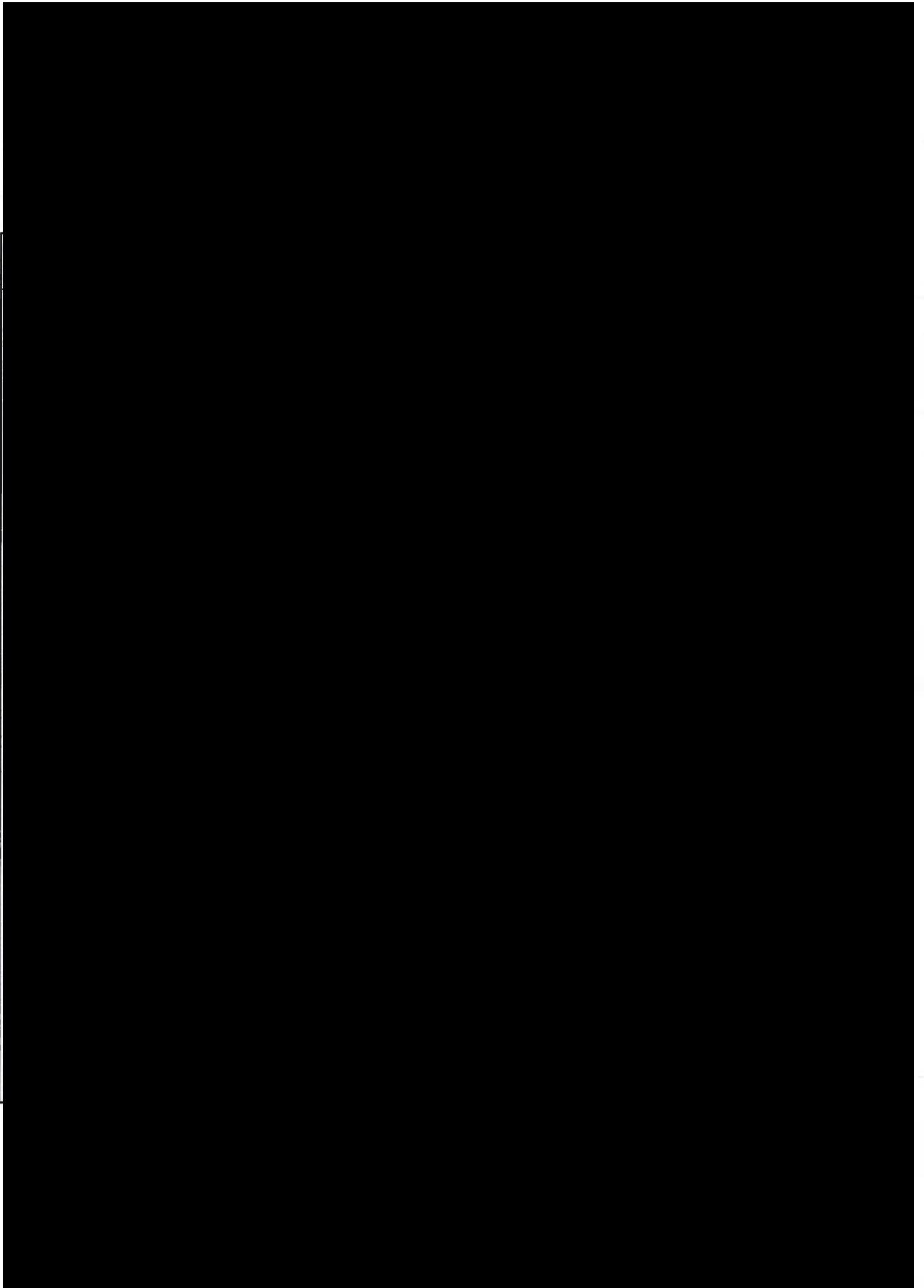
Schedule 27 - Engineering Change Proposal

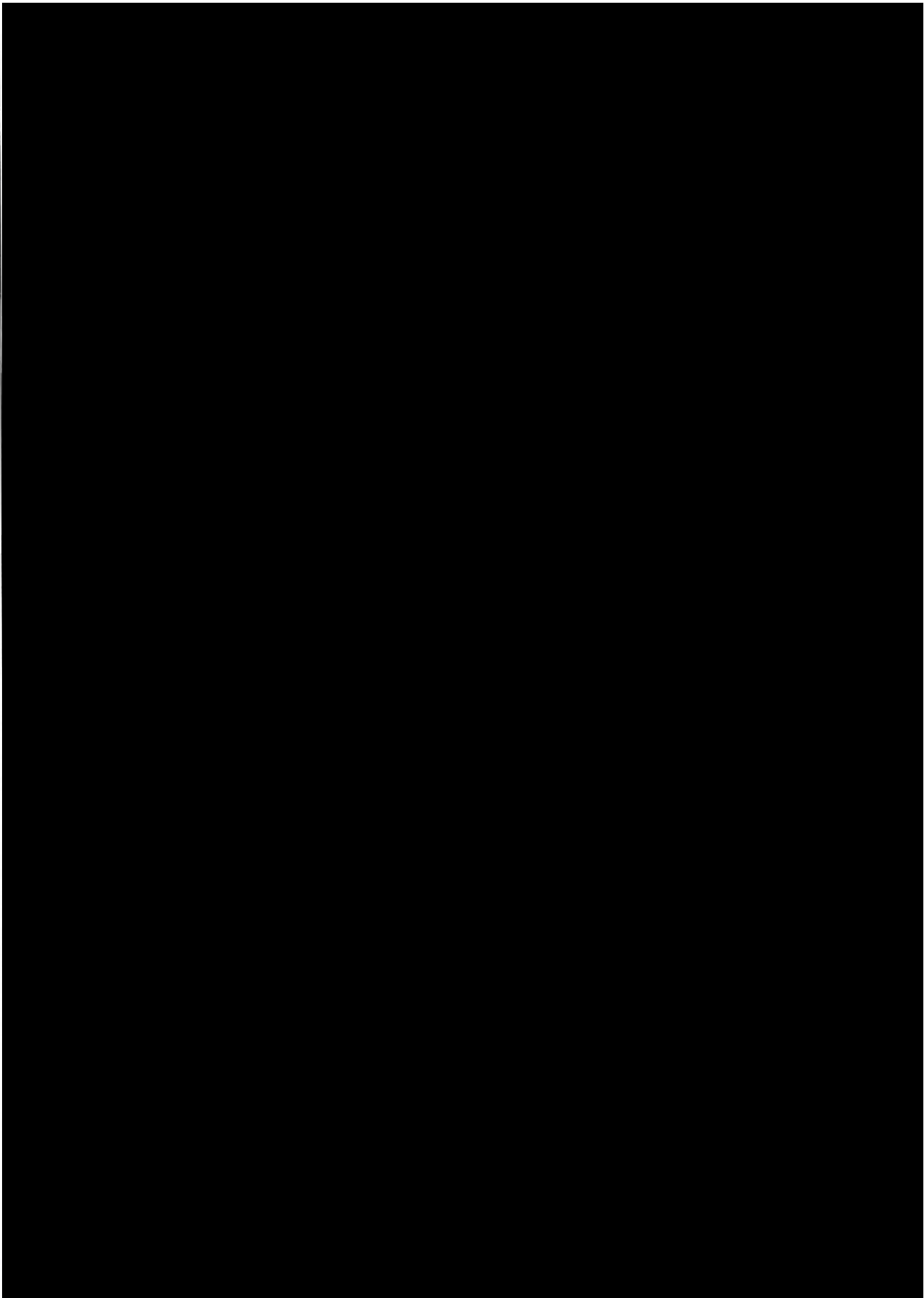


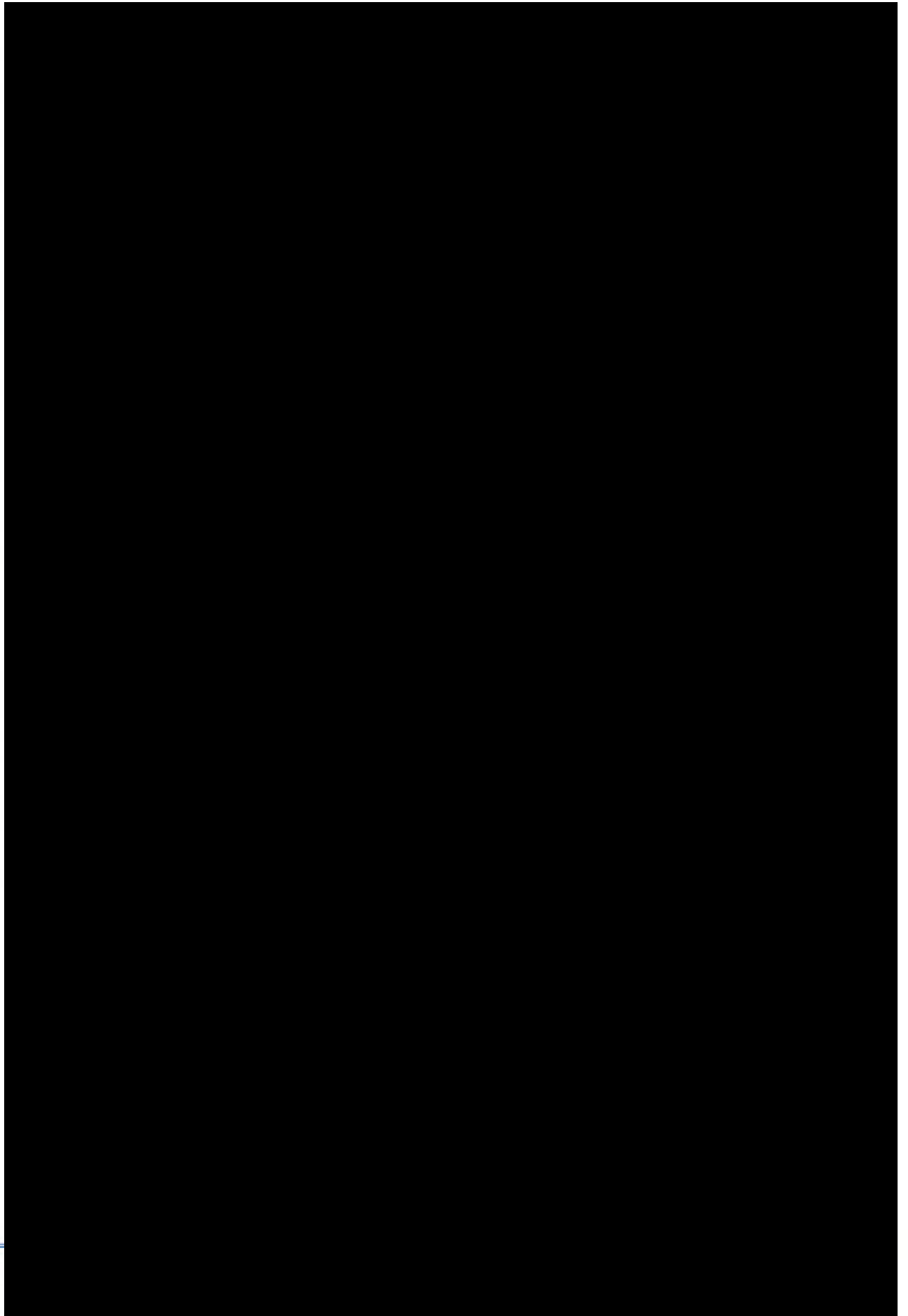


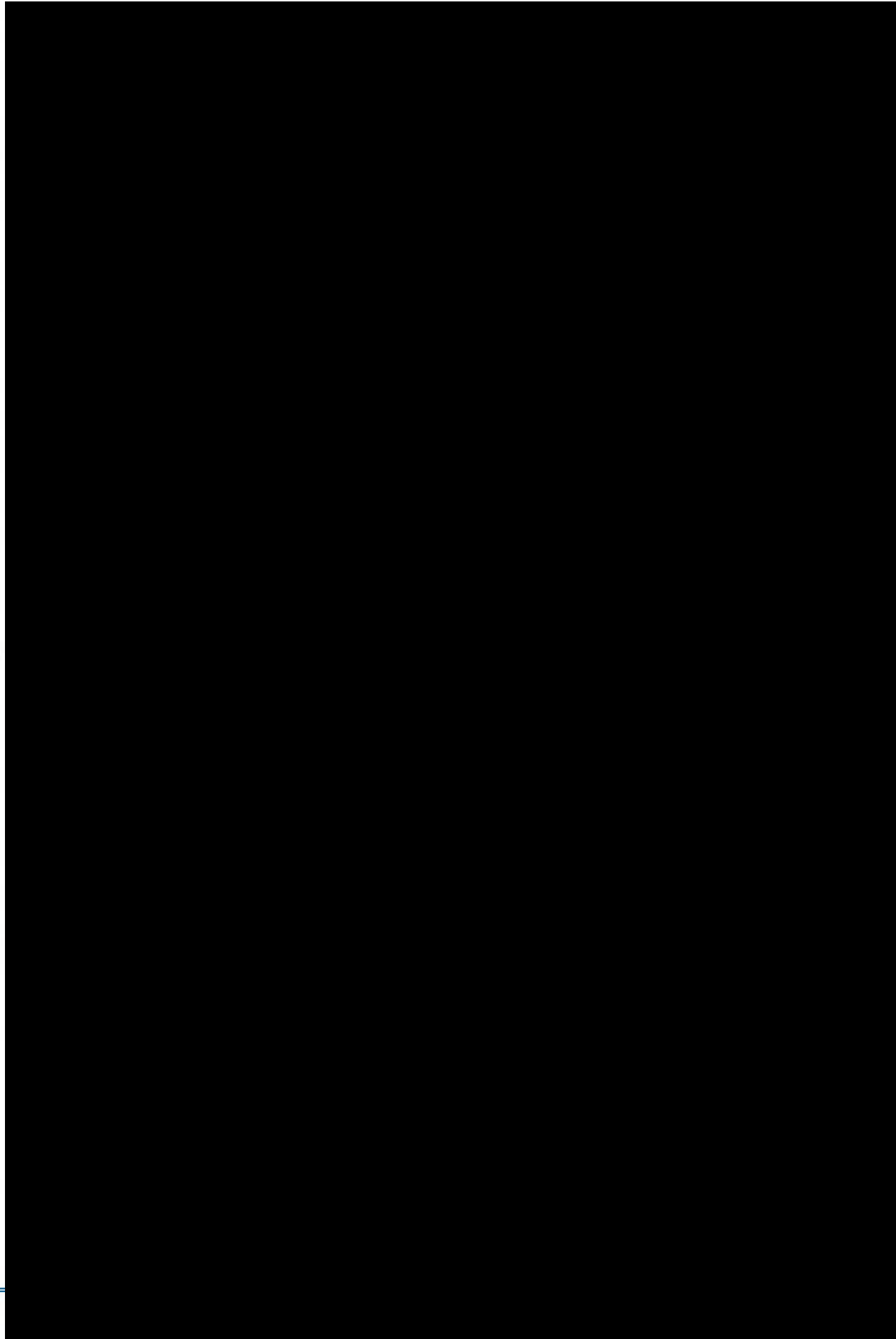


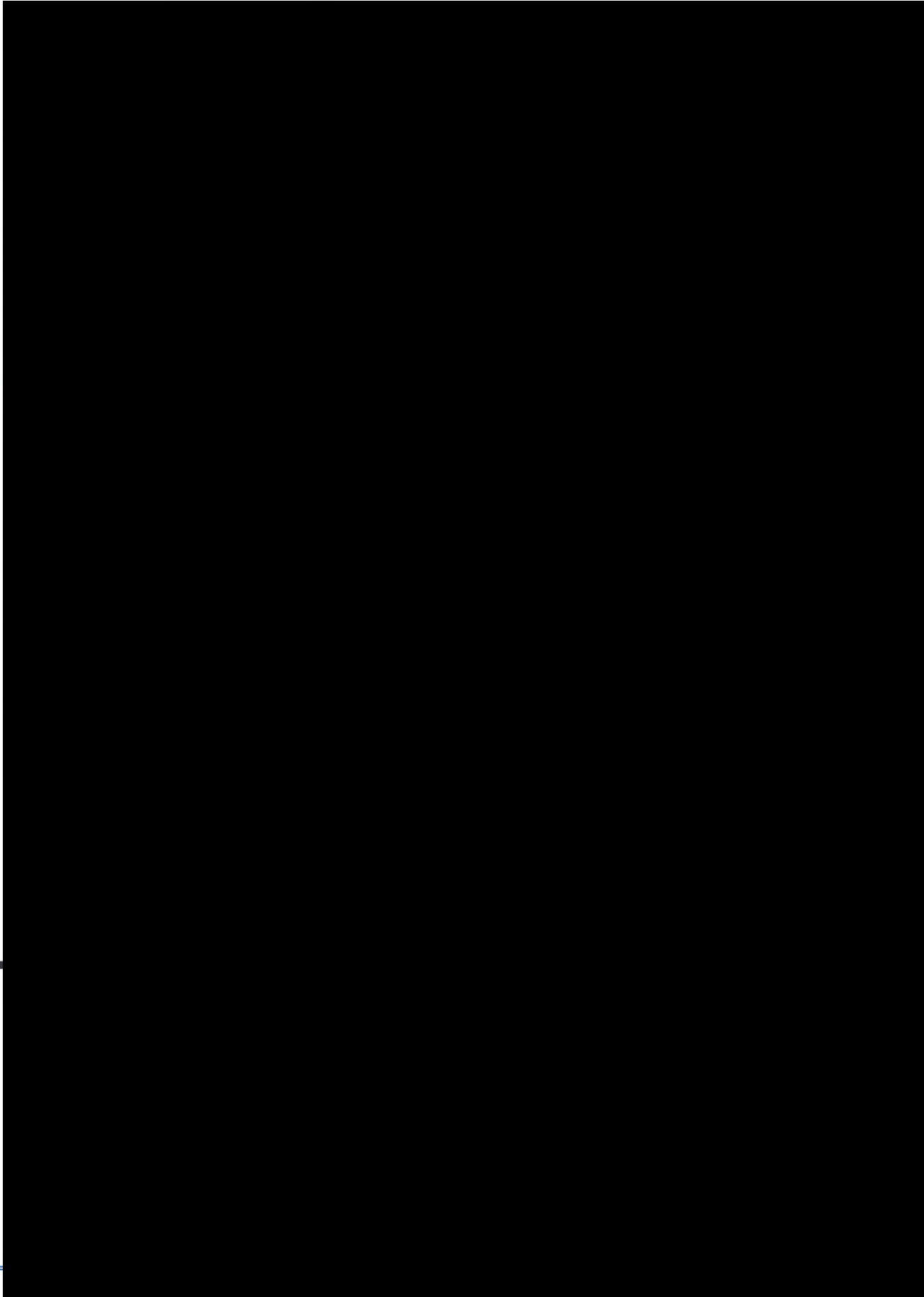


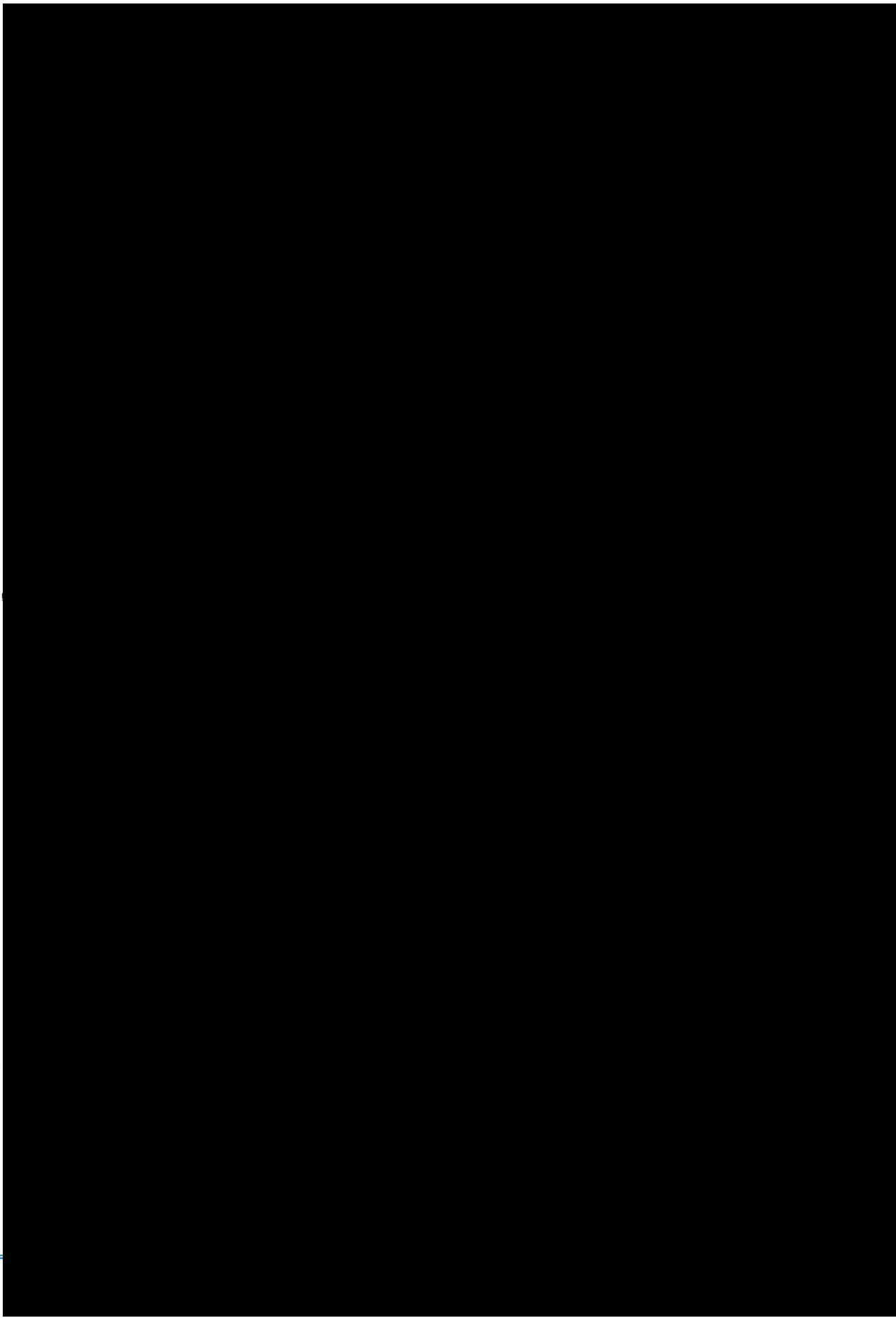












Appendix 1 - Schedule 20

Appendix 2 - Schedule 24 Scope, Performance and Technical Requirements

Executed as a deed.

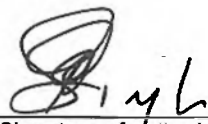
Signed for and on behalf of **Sydney Trains ABN 38 284 779 682** by its authorised delegate in the presence of:



Signature of witness

RICHARD RICE

Full name of witness



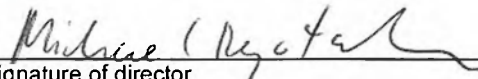
Signature of authorised delegate

VIN SINGH

Full name of authorised delegate
A/GENERAL COUNSEL
28/6/19

Date

Executed by **UGL Unipart Rail Services Pty Ltd ACN 154 895 940** in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

Michael Degotardi

Full name of director

21/06/2019.

Date



Signature of company secretary/director

Glen Everett

Full name of company secretary/director

21/06/2019.

Date

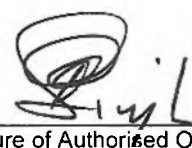
Signed for and on behalf of **Rail Corporation New South Wales** by its authorised officer in the presence of



Signature of Witness

RICHARD RICE

Name of Witness (print)



Signature of Authorised Officer

VIN SINGH

Name of Authorised Officer. (print)
A/GENERAL COUNSEL
28/6/19

Date

