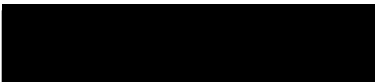

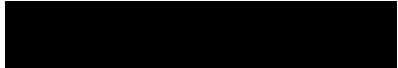
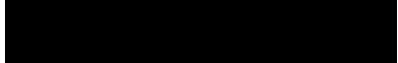
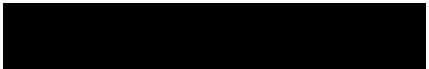
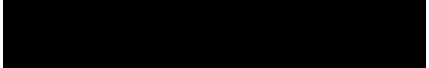
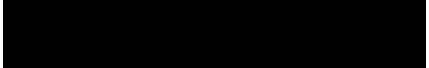

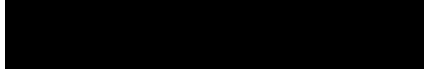

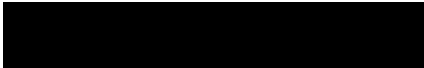
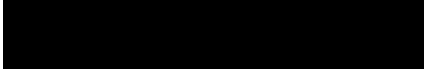
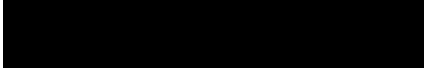


Schedule 1 — Contract Particulars

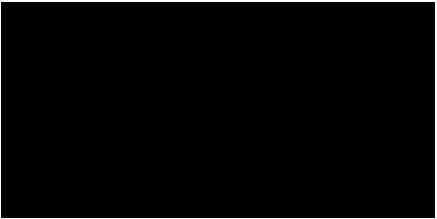






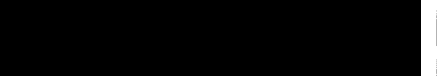

Item	Subject	Particulars
Clause 1 — Definitions and interpretation		
1.	Change in Law (<i>Paragraph (f) of the definition of 'Change in Law'</i>)	Nil
2.	Change in Policy (<i>Paragraph (h) of the definition of 'Change in Policy'</i>)	<ol style="list-style-type: none"> 1. The Australian Building and Construction Commission or the Building Code 2013 (Cth), 'Supporting Guidelines for Commonwealth Funding Entities' (1 February 2013). 2. 'Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction' (July 2013).
3.	Compensable Extension Event (<i>Paragraph (h)(i)(C) of the definition of 'Compensable Extension Event'</i>)	See Attachment 2 of this Schedule
4.	Condition Precedent Deadline (<i>Definition of 'Condition Precedent Deadline'</i>)	30 June 2017
5.	D&C Subcontractor (<i>Definition of 'D&C Subcontractor'</i>)	<p>Name: John Holland Pty Ltd (ABN 11 004 282 268)</p> <p>Address: Level 3, 65 Pirrama Road, Pyrmont, NSW 2009</p> <p>Phone: </p> <p>Email: </p>
6.	Date for Commercial Acceptance (<i>Definition of 'Date for Commercial Acceptance'</i>)	30 June 2020
7.	Date for Technical Completion (<i>Definition of 'Date for Technical Acceptance'</i>)	31 March 2020
8.	Design Subcontractor (<i>Definition of 'Design Subcontractor'</i>)	<p>Name: Perumal Pedavoli Pty Limited (ABN 39 000 971 924)</p> <p>Address: P.O Box 636, Glebe, NSW 2037</p> <p>Phone: </p> <p>Email: </p>

Item	Subject	Particulars																						
9.	Designated Investor (<i>Definition of 'Designated Investor'</i>)	<table border="1"> <tr> <td data-bbox="861 277 986 315">Name:</td> <td data-bbox="986 277 1417 315">[REDACTED]</td> </tr> <tr> <td data-bbox="861 405 986 443">Address:</td> <td data-bbox="986 405 1417 443">[REDACTED]</td> </tr> <tr> <td data-bbox="861 495 986 533">Email:</td> <td data-bbox="986 495 1417 533">[REDACTED]</td> </tr> <tr> <td data-bbox="861 546 986 584">Name:</td> <td data-bbox="986 546 1417 584">[REDACTED]</td> </tr> <tr> <td data-bbox="861 725 986 763">Address:</td> <td data-bbox="986 725 1417 763">[REDACTED]</td> </tr> <tr> <td data-bbox="861 815 986 853">Phone:</td> <td data-bbox="986 815 1417 853">[REDACTED]</td> </tr> <tr> <td data-bbox="861 882 986 920">Email:</td> <td data-bbox="986 882 1417 920">[REDACTED]</td> </tr> <tr> <td data-bbox="861 956 986 994">Name:</td> <td data-bbox="986 956 1417 994">[REDACTED]</td> </tr> <tr> <td data-bbox="861 1046 986 1084">Address:</td> <td data-bbox="986 1046 1417 1084">[REDACTED]</td> </tr> <tr> <td data-bbox="861 1135 986 1173">Phone:</td> <td data-bbox="986 1135 1417 1173">[REDACTED]</td> </tr> <tr> <td data-bbox="861 1202 986 1240">Email:</td> <td data-bbox="986 1202 1417 1240">[REDACTED]</td> </tr> </table>	Name:	[REDACTED]	Address:	[REDACTED]	Email:	[REDACTED]	Name:	[REDACTED]	Address:	[REDACTED]	Phone:	[REDACTED]	Email:	[REDACTED]	Name:	[REDACTED]	Address:	[REDACTED]	Phone:	[REDACTED]	Email:	[REDACTED]
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10.	Employee Checks (<i>Definition of 'Employee Checks'</i>)	Refer to the Output Specification.																						
11.	Employee Requirements (<i>Definition of 'Employee Requirements'</i>)	Refer to the Output Specification.																						
12.	Key People (<i>Definition of 'Key People'</i>)	<table border="1"> <tr> <td data-bbox="861 1503 986 1541">Role:</td> <td data-bbox="986 1503 1417 1541">Project Co Representative</td> </tr> <tr> <td data-bbox="861 1563 986 1601">Name:</td> <td data-bbox="986 1563 1417 1601">[REDACTED]</td> </tr> <tr> <td data-bbox="861 1624 986 1662">Address:</td> <td data-bbox="986 1624 1417 1662">[REDACTED]</td> </tr> <tr> <td data-bbox="861 1713 986 1751">Phone:</td> <td data-bbox="986 1713 1417 1751">[REDACTED]</td> </tr> <tr> <td data-bbox="861 1774 986 1812">Email:</td> <td data-bbox="986 1774 1417 1812">[REDACTED]</td> </tr> <tr> <td data-bbox="861 1856 986 1895">Role:</td> <td data-bbox="986 1856 1417 1895">Operational Readiness Coordinator</td> </tr> <tr> <td data-bbox="861 1946 986 1984">Name:</td> <td data-bbox="986 1946 1417 1984">[REDACTED]</td> </tr> </table>	Role:	Project Co Representative	Name:	[REDACTED]	Address:	[REDACTED]	Phone:	[REDACTED]	Email:	[REDACTED]	Role:	Operational Readiness Coordinator	Name:	[REDACTED]								
Role:	Project Co Representative																							
Name:	[REDACTED]																							
Address:	[REDACTED]																							
Phone:	[REDACTED]																							
Email:	[REDACTED]																							
Role:	Operational Readiness Coordinator																							
Name:	[REDACTED]																							

Item	Subject	Particulars
		<p>Address: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email: [REDACTED]</p> <hr/> <p>Role: General Manager</p> <p>Name: [REDACTED]</p> <p>Address: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email: [REDACTED]</p>
13.	Key Planning Approval (<i>Definition of 'Key Planning Approval'</i>)	The Stage 1 Development Consent
14.	Key Subcontracts and Key Subcontractors (<i>Definitions of 'Key Subcontracts' and 'Key Subcontractors'</i>)	<p>Role: D&C Subcontractor</p> <p>Name: John Holland Pty Ltd (ABN 11 004 282 268)</p> <p>Address: Level 3, 65 Pirrama Road, Pyrmont, NSW 2009</p> <p>Phone: [REDACTED]</p> <p>Email: [REDACTED]</p> <hr/> <p>Role: Operator</p> <p>Name: Serco Australia Pty Ltd (ABN 44 003 677 352)</p> <p>Address: Level 23, 60 Margaret St, Sydney, NSW 2000</p> <p>Phone: [REDACTED]</p> <p>Email: [REDACTED]</p>
15.	Accreditations which if Project Co fails to obtain and maintain amount to a Major Default (<i>Definition of 'Major Default'</i>)	<ul style="list-style-type: none"> • Australian Council on Healthcare Standards accreditation • EQUIP • Accreditation as a Registered Training Organisation

Item	Subject	Particulars
		<ul style="list-style-type: none"> • Accreditation under the National Safety and Quality Health Service Standards • Accreditation under the NSW Methadone Clinic Accreditation Standards • Accreditation of Community Prescribers • Accreditation under the Australian Health Service Safety and Quality Accreditation Scheme
16.	Licences which if Project Co fails to obtain and maintain amount to a Major Default (<i>Definition of 'Major Default'</i>)	Firearms permit
17.	Operational Readiness Co-ordinator (<i>Definition of 'Operational Readiness Co-ordinator'</i>)	Name:  Address:  Phone:  Email: 
18.	Operator (<i>Definition of 'Operator'</i>)	Name: Serco Australia Pty Ltd (ABN 44 003 677 352) Address: Level 23, 60 Margaret St, Sydney, NSW 2000 Phone:  Email: 
19.	Original Date for Commercial Acceptance (<i>Definition of 'Original Date for Commercial Acceptance'</i>)	30 June 2020
20.	Parent Guarantors (<i>Definition of 'Parent Guarantor'</i>)	D&C Subcontractor Name:  Address:  Phone: 

Item	Subject	Particulars
		<p>Email: [REDACTED]</p> <p>Operator</p> <p>Name: [REDACTED]</p> <p>Address: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email: [REDACTED]</p>
21.	Project Co Representative (<i>Definition of 'Project Co Representative'</i>)	<p>Name: [REDACTED]</p> <p>Address: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email: [REDACTED]</p>
22.	Project Objectives (<i>Definition of 'Project Objectives'</i>)	<p>The Project will:</p> <ol style="list-style-type: none"> 1. be a safe and secure correctional centre; 2. be a humane and ethically managed centre; 3. help reduce the risk of re-offending through (among other things) preparing inmates for reintegration into the community on release from the State's correctional centre network; 4. manage resources effectively and efficiently, enhancing value for money; 5. utilise effective governance arrangements; 6. produce strong economic and social benefits to the local Grafton region, the northern NSW region and the broader NSW community; 7. be a valuable physical asset for the duration of the Operating Phase and beyond; 8. be operated in such a way as to keep pace with best correctional practice over the term of its operational life; and

Item	Subject	Particulars				
		9. be operated so that it links with the broader management strategies and operational needs of the State's correctional centre network.				
23.	Security Trustee (<i>Definition of 'Security Trustee'</i>)	Name: CBA Corporate Services (NSW) Pty Limited Address:  Phone: Email:				
24.	Significant Subcontracts (<i>Paragraphs (b) and (c) of the definition of 'Significant Subcontract'</i>)	<table border="0"> <tr> <td data-bbox="863 772 995 1182"> Role: Electronic Security Provider Name: Saab Australia Pty Ltd (ABN 88 008 643 212) Address: 21 Third Avenue, Mawson Lakes, South Australia 5095 Phone: Email: </td> <td data-bbox="995 772 1434 1182">  </td> </tr> <tr> <td data-bbox="863 1182 995 1568"> Role: Health Services Provider Name: Serco Australia Pty Ltd (ABN 44 003 677 352) Address: Level 23, 60 Margaret St, Sydney, NSW 2000 Phone: Email: </td> <td data-bbox="995 1182 1434 1568">  </td> </tr> </table>	Role: Electronic Security Provider Name: Saab Australia Pty Ltd (ABN 88 008 643 212) Address: 21 Third Avenue, Mawson Lakes, South Australia 5095 Phone: Email:		Role: Health Services Provider Name: Serco Australia Pty Ltd (ABN 44 003 677 352) Address: Level 23, 60 Margaret St, Sydney, NSW 2000 Phone: Email:	
Role: Electronic Security Provider Name: Saab Australia Pty Ltd (ABN 88 008 643 212) Address: 21 Third Avenue, Mawson Lakes, South Australia 5095 Phone: Email:						
Role: Health Services Provider Name: Serco Australia Pty Ltd (ABN 44 003 677 352) Address: Level 23, 60 Margaret St, Sydney, NSW 2000 Phone: Email:						
25.	Site Data (<i>Definition of 'Site Data'</i>)	The data attached as the Annexure to the Site Data Undertaking				
26.	State Representative (<i>Definition of 'State Representative'</i>)	During the Delivery phase: Project Director Name:  Address: 				

Item	Subject	Particulars
		<p>Phone: [REDACTED]</p> <p>Email: [REDACTED]</p> <p>During the Operating phase: General Manager, Operational Performance Review Branch, Corrective Services, NSW Department of Justice</p> <p>Name: [REDACTED]</p> <p>Address: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email: [REDACTED]</p>
Clause 10.12 - Aboriginal participation (construction)		
27.	Standard of participation	As required by the NSW Government Aboriginal Participation Plan.
Clause 10.13 - Aboriginal participation (operations)		
28.	Standard of participation	Employment opportunities for people who identify as Aboriginal and Torres Strait Islander in connection with the Project, including working towards having Aboriginal and Torres Strait Islander people make up 8% of Staff (which at the date of this Deed is anticipated to be 45 people).
Clause 10.14 - Training and apprenticeships		
29.	Standard of participation	As required by 'PBD-2016-02 Construction Apprenticeships' issued by the NSW Procurement Board dated 30 March 2016 (including its attachments).
Clause 66.1 - Notices		
30.	Addresses	Must be addressed to the State Representative or the Project Co Representative (as the case may be at the addresses set out respectively in items 21 and 26).

Attachment 1 – Form of Site Data Undertaking



Site Data Deed Poll

This deed poll is made on the _____ day of _____ (Deed Poll)

By: Jacobs Group (Australia) Pty Ltd (ABN 37 001 024 095)
of _____ (Service Provider)

In favour of: NorthernPathways Pty Ltd (ACN 618 985 452) as trustee for the NorthernPathways
Project Trust (ABN 36 175 930 685) of _____
_____ (Project Co)

RECITALS

- A. Infrastructure NSW (ABN 85 031 302 516) (iNSW) is responsible for delivering the New Grafton Correctional Centre Project (Project).
- B. iNSW engaged the Service Provider to prepare, among other things, the documents annexed to this Deed Poll for the purposes of the Project (Data), and has entered into a contract with the Service Provider to achieve this (Main Contract).

THIS DEED POLL WITNESSES THAT THE SERVICE PROVIDER HEREBY COVENANTS, WARRANTS AND AGREES with and for the benefit of Project Co as follows:

1. As between Project Co and the Service Provider, the Service Provider acknowledges and agrees that:
 - (a) at the time that the Data was prepared, the Service Provider was not aware of the precise location within the site where the Project will be delivered; and
 - (b) in light of paragraph 1(a) above, the Service Provider has prepared the Data in a diligent manner and to the standard of skill and care expected of a professional services provider qualified, competent and experienced in the preparation of documents of the nature of the Data.
2. Any liability of the Service Provider to Project Co arising out of or in connection with this Deed Poll shall be included in the cap on liability in clause 10.4 of the Main Contract, and the Service Provider's liability to iNSW under clause 10.4 of the Main Contract shall be reduced by the amount of any such liability under this Deed Poll. In no circumstance will the liability of the Service Provider arising out of or in connection with:
 - (a) this Deed Poll; and
 - (b) the Main Contract;

exceed the amount in clause 10.4 of the Main Contract. For the avoidance of doubt, the liability of the Service Provider to both iNSW and Project Co is limited _____ and this limitation shall apply regardless of cause including the fault, breach of contract, tort (including negligence), breach of duty (statutory or otherwise) strict liability or otherwise of the Service Provider. Any and all releases, limitations and exclusions in favour of the Service Provider in this Deed Poll shall include in the aggregate the Service Provider's parent, affiliate and subsidiary companies and their directors, officers, employees, insurers, agents and representatives.

Furthermore, the Service Provider will not be liable to Project Co in any circumstances arising from or connected with this Deed Poll for any loss of revenue, loss of production, loss of product, loss of contract or opportunity, or loss of profit, or any indirect, special or consequential loss or damage, howsoever arising and whether in an action in contract, tort (including without limitation, negligence), in equity, product liability, under statute, or on any other basis, provided that costs of rectification work or redesign are not excluded losses.

3. The Service Provider is entitled to raise any set-off, counterclaim or defence in connection with the Service Provider's liabilities under this Deed Poll which the Service Provider would have had under the Main Contract.
4. This Deed Poll is governed by the laws of the State of New South Wales.
5. This Deed Poll may not be revoked or otherwise modified without the prior written consent of Project Co.
6. Where terms used in this Deed Poll are not defined in this Deed Poll but are defined in the Main Contract, those terms have the meaning given to them in the Main Contract.

Executed as a deed poll.

**Executed by Jacobs Group (Australia) Pty Ltd
(ABN 37 001 024 095) in accordance with Section
127 of the Corporations Act 2001**

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Annexure: Data

Attachment 2 – List of Stage 1 Development Consent Conditions for the purposes of Compensable Extension Event (h)(i)(C)

- Biodiversity – vegetation retention plan, consistent with endorsed BAR and BOS (condition: B18);
- Aboriginal Heritage – Aboriginal Cultural Heritage Management Plan (condition: B19);
- Contamination – Phase 2 contamination assessment and, if required, a Remediation Action Plan (condition: B21);
- Social and Economic Impacts – Social Impact Assessment (condition: B4);
- Wastewater Management – Full details of proposed wastewater management system (condition: B9);
- Surface and Ground Water Drainage – details of proposed stormwater management system (condition: B15);
- Traffic, Access and Carparking – Detailed assessment of traffic impacts and conditions relative to road access upgrades to be provided by INSW (conditions: B5 to B8);
- Health Risk Assessment (Biting Insects) – Health risk assessment addressing measures to address biting insects (condition: B22);
- Bushfire Protection – Bushfire protection measures complying with Planning for Bushfire Protection 2006 (condition: B17);
- Residential Amenity Impacts – details demonstrating consideration given to protection and minimisation of amenity impacts (condition: B3);
- Built Form – details indicating consistency with development principles and development parameters identified in EIS (condition: B2);
- Water Supply – details of proposed potable water supply system infrastructure (condition: B11);
- Landscaping – detailed landscaping plans identifying the species to be used in site buffer and other landscape areas (condition: B16);
- Ecologically Sustainable Development – demonstration of how principles of ESD have been incorporated (condition: B20);
- Telecommunications – provide details of proposed telecommunications (condition: B13); and
- Electricity – demonstrate adequate electricity infrastructure (condition: B14).

Schedule 2 — Conditions Precedent Schedule

	Condition Precedent	Benefiting Party	Party to satisfy
1.	<p>State Project Documents</p> <p>Each of the State Project Documents, each in form and substance satisfactory to the State, has been validly executed by all parties to them (other than the State) and delivered and at least one original counterpart of each of those documents has been provided to the State.</p>	State	Project Co
2.	<p>Other Project Documents</p> <p>The valid execution, delivery and provision to the State of a certified copy of each other Project Document, each in form and substance satisfactory to the State, together with evidence that all conditions precedent to such Project Documents have been satisfied or waived (other than any condition precedent that requires the satisfaction or waiver of the conditions precedent to this document).</p>	State	Project Co
3.	<p>Counterparty Details</p> <p>The State receiving the Counterparty Details.</p>	State	Project Co
4.	<p>Legal Opinions</p> <p>The State receiving legal opinions given for the benefit of the State, each in form and substance satisfactory to the State, from solicitors acting for each Consortium Member and Group Member as to:</p> <p>(a) the legal capacity and corporate power of that Consortium Member or Group Member to enter into and perform its obligations under the Project Documents to which it is a party;</p> <p>(b) the enforceability against the relevant Consortium Member or Group Member of the Project Documents to which it is a party; and</p> <p>(c) due execution by the Consortium Member or Group Member of the Project Documents to which it is a party.</p>	State	Project Co
5.	<p>Corporate structure</p> <p>The State receiving evidence that the corporate structure and the equity and/or subordinated debt arrangements between Project Co and its shareholders are in accordance with the Ownership Schedule and the information provided to the State</p>	State	Project Co

	Condition Precedent	Benefiting Party	Party to satisfy
	prior to the execution of this Deed.		
6.	<p>Authorised Officers</p> <p>The State receiving names and specimen signatures of the authorised officers of Project Co, including the Project Co Representative and any other person authorised to take action or give notices for or on behalf of Project Co under the State Project Documents.</p>	State	Project Co
7.	<p>Pre-Rate Set Satisfaction Notice</p> <p>The State receiving an original pre-rate set satisfaction notice, in form and substance satisfactory to the State, signed by the agent for the Financiers confirming that all initial conditions precedent to funding and drawdown of the facilities for the Project (including the satisfaction of conditions precedent under any other Project Documents) have been satisfied or waived in accordance with the terms of the Finance Documents, save for those specified in the notice which will be satisfied upon the occurrence of the agreed actions listed in the notice.</p>	State	Project Co
8.	<p>Finance Letter</p> <p>The State receiving an original letter from the Financiers signed by the Agent confirming that:</p> <ul style="list-style-type: none"> (a) all financing is in place and ready for drawdown in accordance with the terms of the Facility Agreement; (b) all derivatives required under the Finance Documents are in place; and (c) all initial conditions precedent to funding and drawdown of the facilities for the Project have been satisfied or waived in accordance with the terms of the Finance Documents other than any condition precedent that requires the satisfaction or waiver of the conditions precedent to this Deed. 	State	Project Co

	Condition Precedent	Benefiting Party	Party to satisfy
9.	<p>Financial Close Financial Model</p> <p>The State receiving:</p> <p>(a) an electronic copy of the Financial Close Financial Model and the Model Output Schedule, in form and substance satisfactory to the State and a printed copy of that Model Output Schedule signed or initialled by Project Co;</p> <p>(b) a letter, in form and substance satisfactory to the State, confirming that the Financial Close Financial Model is identical to the Base Case Financial Model except as updated in accordance with the Financial Close Adjustment Protocol or as otherwise set out in the letter; and</p> <p>(c) an audit report on the Financial Close Financial Model, in form and substance satisfactory to the State, from an auditor acceptable to the State.</p>	State	Project Co
10.	<p>Delivery Phase Insurances</p> <p>Project Co delivering to the State in respect of the Insurances referred to in, and required to be taken out prior to Financial Close and maintained as detailed in, clause 46 and Schedule 22 of this Deed:</p> <p>(a) certified copies of the fully subscribed and executed policies relating to such Insurances in form and substance satisfactory to the State; and</p> <p>(b) certificates from an insurance broker as to the currency of all such Insurances and confirming that the State or its Associates are insureds under the policy (to the extent this is required under this document),</p> <p>or such other evidence as is required by the State.</p>	State	Project Co
11.	<p>Tax Ruling</p> <p>A certified copy of a private binding ruling from the Australian Taxation Office confirming section 820-39(3) of the <i>Income Tax Assessment Act 1997</i> (Cth) applies to Finance Co.</p>	State	Project Co
12.	<p>FIRB Approval</p> <p>A certified copy of the approval from the Foreign Investments Review Board advising that there is no objection under the <i>Foreign Acquisitions and Takeover Act 1975</i> (Cth) to the ownership of the</p>	State and Project Co	Project Co

	Condition Precedent	Benefiting Party	Party to satisfy
	Project Co or its interests in the Project Activities (if applicable), which is unconditional or includes conditions that are acceptable to the State (in its absolute discretion).		
13.	Other requirements Project Co delivering to the State any other opinion, certificate or other document that the State reasonably requests.	State	Project Co
14.	Approvals The State, as the Applicant, has submitted the Stage 2 Development Application to the Development Consent Authority.	State and Project Co	State
15.	PAFA Act approval The Minister's recommendation and the Treasurer's approvals under section 20 of the PAFA Act, and any approval of the Treasurer under section 22B of the PAFA Act, having been obtained.	State and Project Co	State

Schedule 4 — Programming Requirements

1. Interpretation of this Schedule

The following capitalised terms used in this Schedule have the meanings given to them in the proprietary computer software known as "Primavera P6" or higher Primavera project management software, produced by Primavera Systems, Inc:

- (a) Activity;
- (b) Activity ID;
- (c) Actual Dates;
- (d) Calendar;
- (e) Constraint;
- (f) Critical;
- (g) Critical Path;
- (h) Critical Path Network;
- (i) Early;
- (j) Float;
- (k) Free;
- (l) Lag;
- (m) Late;
- (n) Lead;
- (o) Logic;
- (p) Logic Link;
- (q) Milestone;
- (r) Network;
- (s) Percent Complete;
- (t) Planning Unit;
- (u) Predecessor;
- (v) Remaining Duration;
- (w) Successor; and
- (x) Total Float.

2. Delivery Phase Program

2.1 Form of the Delivery Phase Program

The Delivery Phase Program must be prepared in accordance with the detailed requirements set out in this Deed, including this Schedule, and otherwise in accordance with any other requirements reasonably requested by the State or the Independent Certifier.

2.2 Content of the Delivery Phase Program

The Delivery Phase Program must:

- (a) identify and be a single point of reference for all construction activities that comprise the Delivery Phase Activities;

- (b) contain the information specified in and otherwise satisfy the requirements of this Schedule;
- (c) contain sub-programs identifying all Project Activities from the date of this Deed to 12 Months after the Date of Commercial Acceptance, including:
 - (i) **(construction sub-program)**: all Delivery Phase Activity milestones and all construction activities (including on- and off-Site Activities) including:
 - A. **(Approvals)**: any Approvals which must be obtained in relation to the Delivery Phase Activities;
 - B. **(Delivery Phase Sites)**: all site establishment activities for the Delivery Phase Sites;
 - C. **(remediation works)**: all remediation works that are the responsibility of Project Co;
 - D. **(procurement)**: design, documentation, tendering and awarding of all subcontract packages;
 - E. **(mobilisation)**: mobilisation activities for all trade packages; and
 - F. **(adjacent projects and adjacent sites)**: works that interface with adjacent projects and sites;
 - (ii) **(design development sub-program)**: all Milestones, Activities and other key dates in the conduct of the Design Development Process, including:
 - A. all meetings with the SMU User Group;
 - B. all Design Development Presentations (as defined in the Design Development Schedule);
 - C. the review of Design Packages (as defined in Schedule 8 - Design Development Schedule) by the State; and
 - D. completion of all relevant Design Stages (as defined in Schedule 8 - Design Development Schedule);
 - (iii) **(Equipment sub-program)**: all Equipment related activities, including selection, procurement, manufacture, installation, commissioning and testing;
 - (iv) **(Completion sub-program)**: those activities set out in the:
 - A. Operational Readiness Plan;
 - B. Technical Completion Plan; and
 - C. Commercial Acceptance Plan (including all operational readiness activities);
 - (v) **(financing sub-program)**: all activities in respect of the financing of the Project and all other material commercial arrangements, including the achievement of any conditions precedent or conditions subsequent, the provision of all performance securities including bank guarantees, performance guarantees, parent company guarantees, timing of various tranches of financing and dates for Insurance renewals;
 - (vi) **(security systems sub-program)**: all Milestones, Activities and other key dates relating to the security systems for the Correctional Complex; and
 - (vii) **(operators program)**: all Milestones, Activities and other key dates relating to the operational commissioning of all sections of the Correctional Complex; and
- (d) include any other information reasonably requested by the State or the Independent Certifier.

3. General requirements for the preparation of the Delivery Phase Program

3.1 Software system

- (a) Project Co must prepare the Delivery Phase Program by using a recognised specialist proprietary programming computer software system which has been approved in advance by the State.
- (b) Any references to the provision of an electronic copy of a document produced by computer software means an electronic copy of that document in the format of the software in which the document was originally created, configured so as to allow the person to whom the electronic copy is provided to access and amend the information contained therein in the same manner as could the original creator(s) of that document.
- (c) Without limiting the general nature of this section 3, the State approves the use of the proprietary computer software known as:
 - (i) "Primavera P6" or higher project management software, produced by Primavera Systems, Inc; and
 - (ii) "Microsoft Project" (2010 or higher), produced by Microsoft Corporation.

3.2 Initial Construction Management Plan

The Delivery Phase Program must reflect the requirements of the initial Construction Management Plan attached at Attachment 2 to this Deed.

3.3 Form of Delivery Phase Program generally

The Delivery Phase Program must:

- (a) **(actual progress)**: at all times reflect the actual progress of the Delivery Phase Activities being undertaken;
- (b) **(Works activities)**: identify activities and the planned timing of the staging of the Works;
- (c) **(State dates)**: identify all activities that involve the State, including the dates for:
 - (i) any submission of documents, samples, prototypes or other items to the State or Independent Certifier by Project Co (including any revisions or resubmissions); and
 - (ii) any review, comment, outcomes or actions required to be performed by the State, the State Representative, Project Co or the Independent Certifier,all of which must be consistent with the terms of the Project Documents;
- (d) **(site meetings)**: identify the dates on which site meetings and subsequent site inspections will be held throughout the construction period;
- (e) **(clear and sufficient detail)**: be clear and sufficiently detailed for the State to easily identify:
 - (i) the Critical Path for the execution of the Delivery Phase Activities;
 - (ii) the duration of and number of Activities;
 - (iii) the party responsible for each Activity and Milestone in connection with the Delivery Phase Activities or the Services;
 - (iv) all activities that involve the State, including the dates for any submission of documents, samples, prototypes or other items, to the State or Independent Certifier by Project Co (including any revisions or resubmissions);
 - (v) any review, comment, outcomes or actions required to be performed by the State, the State Representative, Project Co or the Independent Certifier (all of which must be consistent with the other terms of this Deed);
 - (vi) all Activities or Milestones that are dependent on external third party events, including the obtaining of Approvals (**Precursor Events**); and

- (vii) the nature of, time for completion of, and the identity of any third party responsible for completing, each Precursor Event;
- (f) **(Milestone)**: contain a single overall start Milestone and a single overall finish Milestone;
- (g) **(Critical Path Network)**: be in the form of a Critical Path Network that enables the Critical Path to be calculated automatically by the computer software;
- (h) **(days as Planning Unit)**: use days as its Planning Unit (or such other period of time approved in writing by the State);
- (i) **(Calendars)**: contain Calendars which enable planned working and non-working periods in the future to be identified, including all applicable public holidays, weekends, rostered days off or other non-working days;
- (j) **(Activities Logically Linked)**: demonstrate that all Activities, apart from the start and finish Milestones, are Logically Linked;
- (k) **(labour resource histogram)**: include a labour resource histogram consistent with the work depicted in the Delivery Phase Program. The labour resource histogram should be able to categorise the various trade resources and Project Co's own resources;
- (l) **(Activities)**: clearly identify:
 - (i) Activities, their order, duration and interrelationship;
 - (ii) the durations and Total Float of all Activities;
 - (iii) all phases and sub-phases of the Delivery Phase;
 - (iv) the contingency allowed within the Delivery Phase Program for potential delays; and
 - (v) any other matters which may have a material effect on the time required to complete the Works;
- (m) **(staging and/or construction methodology)**: show the proposed staging and/or construction methodology of the Delivery Phase Activities;
- (n) **(other information)**: contain all other information reasonably requested by the State or Independent Certifier; and
- (o) **(prior State approval)**: not contain, without prior approval by the State:
 - (i) any Constraints that fix the Early or Late start or finish dates of Activities or override the dates that would otherwise be automatically calculated in accordance with Critical Path Network Logic (except for the overall start Milestone, which may be fixed manually);
 - (ii) any Lags that extend beyond more than 50% of the duration of the Predecessor Activity of the Lag;
 - (iii) any Free Float Constraints or Total Float Constraints;
 - (iv) any other programming Activities or methodologies which have the effect of creating false Criticality or constraining the program from reacting dynamically to changes;
 - (v) any Logic Links containing negative Lags (except where a negative Lag is used to indicate the time for an action by the State);
 - (vi) Activities without finish Successors (except for the overall finish Milestone); or
 - (vii) Activities without start Predecessors (except for the overall start Milestone).

4. Updating the Delivery Phase Program

4.1 Updates to the Delivery Phase Program

Project Co must update and submit to the State Representative and the Independent Certifier for review in accordance with the Review Procedures updates of the Delivery Phase Program and all

sub-programs to accurately reflect the progress of the Delivery Phase Activities at the following intervals:

- (a) within 20 Business Days of Financial Close to reflect the date of Financial Close, the Date for Technical Completion (as at Financial Close) and the Original Date for Commercial Acceptance;
- (b) at least Monthly (no later than 10 Business Days prior to each meeting of the Project Control Group) to accurately reflect:
 - (i) the actual status and progress of the Delivery Phase Activities; and
 - (ii) any other changes to the activities, times, durations or other information contained in the Delivery Phase Program and any sub-programs;
- (c) within 5 Business Days of Project Co being:
 - (i) granted an extension to any Date for Completion; or
 - (ii) instructed to accelerate the Delivery Phase Activities, in accordance with this Deed; and
- (d) otherwise, within 5 Business Days of:
 - (i) deciding to depart in a material way from the then current Delivery Phase Program; or
 - (ii) any request by the State or Independent Certifier at any time,

and such updates must comply with this Schedule and the other requirements of this Deed and must not adjust any Date for Completion (unless an extension of time has been granted in accordance with this Deed).

4.2 Content and format of updated Delivery Phase Program

- (a) Project Co must submit to the State and the Independent Certifier the updated Delivery Phase Program in the following forms:
 - (i) 2 paper copies (which must be submitted on an A1 size sheet reduced to A3 and appropriately time scaled across the sheet so as to be legible and to detail the sequence, duration and interaction of design, procurement, construction and commissioning);
 - (ii) 1 electronic version in .pdf format; and
 - (iii) 1 electronic version in original, executable Microsoft Project or Primavera file format or other agreed software.
- (b) The updated Delivery Phase Program must:
 - (i) clearly identify the Percent Complete and the Remaining Duration of each Activity;
 - (ii) clearly identify the Activities that started and the Activities that finished during the reporting period and the dates on which those Activities started and finished;
 - (iii) be updated to the end of the previous reporting period using the software to record Actual Dates and the Percent Complete of Activities;
 - (iv) identify whether Project Co will not achieve Completion until after any Date for Completion; and
 - (v) incorporate and display the version of the Delivery Phase Program produced at the end of the previous reporting period as a baseline reflecting the actual status and progress of the Delivery Phase Activities.

4.3 Submission of report with any updated Delivery Phase Program

- (a) With each update of any Delivery Phase Program, Project Co must submit to the State and the Independent Certifier a written report reconciling the updated Delivery Phase Program with the version of the Delivery Phase Program produced for the previous reporting period.

- (b) The report referred to in paragraph (a) must as a minimum:
 - (i) summarise the changes made to the Delivery Phase Program and any impacts those changes may have on key Activities and Milestones;
 - (ii) identify and explain, for Activities that are on the Critical Path, the reason for any changes to:
 - A. the duration of Activities since the previous reporting period;
 - B. the presence or absence of Logic Links or their Leads or Lags;
 - C. the presence or absence of program Activities or their Activity IDs; and
 - D. the timing of Activities;
 - (iii) summarise the material changes to any Activities;
 - (iv) identify the estimated timing for the achievement of key Project stages including the completion of each of the design and construction stages and any Date for Completion;
 - (v) the impact as at the date of the report, the estimated continuing impact and the estimated potential impact of any delaying events or circumstances;
 - (vi) contain any other information reasonably requested by the State or the Independent Certifier.

Schedule 5 — Change Compensation Principles

1. Definitions

In this Schedule:

Agreed Margin means the Delivery Margin, the Operator Margin, the Project Co Margin and, in respect of any Savings, the Savings Margin.

Base Costs means the Delivery Costs, Operator Costs and Project Co Costs in each case that are directly attributable to the relevant Change Compensation Event, but excluding all:

- (a) Prolongation Costs;
- (b) Financing Delay Costs;
- (c) Agreed Margin.

Change Compensation Event means each event described in Table 1 in Section 2.1.

Change Notice means the notice referred to in Section 8, including any updated Change Notice.

Change Notice Event has the meaning given to it in Section 8.1(b).

Change Notice Recipient has the meaning given to it in Section 8.1(b).

Change Notice Request has the meaning given to it in Section 8.2(a).

Change Response has the meaning given to it in Section 9.1(a)(ii).

Costs means:

- (a) all actual direct capital costs, preliminaries, operation and maintenance costs or external third party advisory costs properly and reasonably incurred, or which will be properly and reasonably incurred and in each case to the extent that they exceed the relevant amounts (if any) assumed in the then current Financial Model; or
- (b) in respect of any "Saving", all direct costs saved or which will be saved or ought reasonably to have been saved.

Delivery Costs means the additional Costs of:

- (a) during the Delivery Phase, the D&C Subcontractor or the Operator (to the extent it is performing Delivery Phase Activities); or
- (b) during the Operating Phase, the Subcontractor engaged by Project Co to carry out capital works the subject of a Change Compensation Event,

that are directly attributable to the relevant Change Compensation Event including scaffolding and craneage, but excluding all Agreed Margin, Prolongation Costs, Financing Delay Costs, Operator Costs and Project Co Costs.

Delivery Margin means:

- (a) during the Delivery Phase, the percentage that the D&C Subcontractor and the Operator (to the extent it is performing Delivery Phase Activities) may charge in accordance with Table 2 in Section 3.1 as Margin; and

- (b) during the Operating Phase:
 - (i) if the Operator is engaged by Project Co to carry out capital works the subject of a Change Compensation Event, the percentage that the Operator may charge in accordance with Table 2 in Section 3.1 as Margin; and
 - (ii) otherwise, the percentage that a Subcontractor engaged by Project Co to carry out capital works the subject of a Change Compensation Event (other than the Operator) may charge, as Margin, as determined through a competitive tender process in accordance with Section 4.

Financing Delay Costs means the incremental financing delay costs actually incurred, or which will be actually incurred, by any Project Co Entity under the Finance Documents that are directly attributable to a delay to the achievement of Commercial Acceptance by the Original Date for Commercial Acceptance caused by:

- (a) a Compensable Extension Event;
- (b) a Modification the subject of a Modification Order;
- (c) a Change in Mandatory Requirements the subject of a Modification Order;
- (d) the State requiring Project Co to repair or rebuild the Relevant Infrastructure under clause 44.3(e) or 47.3(a)(i); or
- (e) an Uninsured Force Majeure Event,

but excluding all financing delay costs that are attributable to delay caused by any other event (including any other Extension Event).

Margin means an amount on account of off-site overheads and administrative, corporate and other like costs and profit.

Notification Period means:

- (a) within the time specified in this Deed; or
- (b) if no time is specified in this Deed, within 20 Business Days,

or such longer period as is agreed to by the State, in writing, having regard to the extent and nature of the relevant event or circumstance and its effects and the information required to be included in the Change Notice.

Operator Costs means the net incremental Costs of the Operator that are directly attributable to implementing the recurrent elements of the relevant Change Compensation Event during the Operating Phase, including warranty costs and lifecycle costs, but excluding all Agreed Margin, Prolongation Costs, Financing Delay Costs, Delivery Costs and Project Co Costs.

Operator Margin means the percentage that the Operator may charge in accordance with Table 2 or Table 3 in Section 3.1 (as applicable) on its Delivery Costs or Operator Costs (as applicable), as Margin.

Project Co Costs means the net incremental Costs incurred by Project Co that are directly attributable to implementing the relevant Change Compensation Event, but excluding all Agreed Margin, Prolongation Costs, Financing Delay Costs, costs of project management services provided by Project Co, Delivery Costs and Operator Costs.

Project Co Margin means the percentage that Project Co may charge in accordance with Tables 2 or Table 3 in Section 3.1 (as applicable), as Margin.

Project Debt means.

- (a) principal repayments and interest on the actual Debt; and
- (b) scheduled principal repayments and interest on Debt as set out in the Financial Model;

Prolongation Costs means the net incremental Costs incurred, or which will be incurred, by Project Co or a Subcontractor that are directly attributable to a delay to the achievement of Commercial Acceptance caused by:

- (a) a Compensable Extension Event;
- (b) a Modification the subject of a Modification Order;
- (c) a Change in Mandatory Requirements the subject of a Modification Order;
- (d) the State requiring Project Co to repair or rebuild the Relevant Infrastructure under clauses 44.3(e) or 47.3(a)(i),

but excluding all Base Costs, Financing Delay Costs, Agreed Margin, any other Margin and Costs that are attributable to delay caused by any other event (including any other Extension Event).

Savings means the amount of any Costs of any Project Co Entity or a Subcontractor, together with the relevant Agreed Margin, avoided or otherwise reduced in accordance with this Schedule arising in connection with a Change Compensation Event.

Savings Margin means:

- (a) in the case of a Saving in Delivery Costs or Operator Costs, a margin of [REDACTED] and
- (b) in the case of a Saving in Project Co Costs, a margin of [REDACTED]

2. Change Compensation Events

2.1 Change Compensation Events

Table 1 sets out:

- (a) the Change Compensation Events for which either party may be entitled to compensation in accordance with this Schedule; and
- (b) the relevant sections of this Schedule that are to be used in calculating that compensation.

Table 1: Change Compensation Events and entitlements

Change Compensation Event	Clause	Agreed Margin entitlement	Relevant Sections for calculating compensation
Second Pre Agreed Modification Works	Clause 6.8 (<i>Working Hours Restriction</i>)	Agreed Margins are applicable	Sections 3.1 and 3.10 (for works)
Contamination Compensation Event	Clause 8.6 (<i>Project Co's entitlement to compensation for Remediation</i>)	Agreed Margins (other than Project Co Margin) are applicable	Section 3.1 (for remediation costs) Section 3.2 (for Prolongation Costs and Financing Delay Costs)
Facilitation Works	Clause 9.1(d)(ii)(A)	Agreed Margins are	Section 3.1 (for

Change Compensation Event	Clause	Agreed Margin entitlement	Relevant Sections for calculating compensation
(Power) Modification	<i>(Facilitation Works (Power) Modification)</i>	applicable	works)
Design Development Changes and Project Co initiated Modification sharing of Saving	Clauses 17.3 (<i>Design Development Changes</i>) and 40.8(d) (<i>Sharing of Savings</i>)	Agreed Margins are applicable when calculating share of Savings	Section 3.1 (for works or services costs or Savings (as applicable)) Section 3.5 (for determining share of Savings)
Deferral of Refurbishment Works	Clause 32.3(f) (Permanently deferred Refurbishment Works)	Agreed Margins are applicable when calculating share of Savings	Section 3.1 (for works or services costs or Savings (as applicable)) Section 3.5 (for determining share of Savings)
Omission of Reviewable Services	Clause 33.10 (<i>Failure to agree</i>)	Agreed Margins are applicable	Section 3.1 (for services costs or Savings (as applicable))
Compensable Extension Event as a result of delays to the Stage 2 Development Consent (in accordance with limb (h)(i) of the definition of Compensable Extension Event)	Clause 38.7 (<i>Entitlement to Costs</i>)	No Agreed Margins are applicable	Section 3.8 (for Prolongation Costs and Financing Delay Costs)
Compensable Extension Event as a result of an unforeseeable condition (in accordance with limb (h)(ii) of the definition of Compensable Extension Event)	Clause 38.7 (<i>Entitlement to Costs</i>)	No Agreed Margins are applicable	Sections 3.1 subject to Section 3.7 (for works or services costs or Savings (as applicable)) Section 3.8 (for Prolongation Costs and Financing Delay Costs)
Compensable Event as a result of an unforeseeable condition (in accordance with limb (d) of the definition of	Clause 38A (<i>Compensable Events</i>)	No Agreed Margins are applicable	Sections 3.1 subject to Section 3.7 (for works or services costs or Savings (as applicable))

Change Compensation Event	Clause	Agreed Margin entitlement	Relevant Sections for calculating compensation
Compensable Event)			
<p>Compensable Extension Event other than:</p> <ul style="list-style-type: none"> • Contamination Compensation Event; • Compensable Extension Event as a result of delays to the Stage 2 Development Consent (in accordance with limb (h)(i) of the definition of Compensable Extension Event); • Compensable Extension Event as a result of an unforeseeable condition (in accordance with limb (h)(ii) of the definition of Compensable Extension Event); or • Compensable Extension Event limb (j) (Facilitation Works) 	<p>Clause 38.7 (<i>Entitlement to Costs</i>)</p>	<p>No Agreed Margins are applicable</p>	<p>Section 3.1 (for Works or services costs or Savings (as applicable))</p> <p>Section 3.2 (for Prolongation Costs and Financing Delay Costs)</p>
<p>Compensable Extension Event limb (j) (Facilitation Works)</p>	<p>Clause 38.7 (<i>Entitlement to Costs</i>)</p>	<p>No Agreed Margins are applicable</p>	<p>Section 3.9 (for the costs of the Facilitation Works)</p> <p>Section 3.2 (for Prolongation Costs and Financing Delay Costs)</p>
<p>Compensable Event – Facilitation Works</p>	<p>Clause 38A (<i>Compensable</i></p>	<p>No Agreed Margins are</p>	<p>Section 3.9 (for the costs of the</p>

Change Compensation Event	Clause	Agreed Margin entitlement	Relevant Sections for calculating compensation
(in accordance with limbs (a), (b) or (c) of the definition of Compensable Event)	<i>Events</i>	applicable	Facilitation Works)
Acceleration	Clause 38.13 (<i>Acceleration</i>)	No Agreed Margins are applicable	Section 3.1 (for acceleration costs)
Force Majeure Event (during Delivery Phase)	Clause 38.14 (<i>Force Majeure during Delivery Phase</i>)	No Agreed Margins are applicable	Section 3.3 (for Financing Delay Costs)
Compensable Intervening Event (other than Contamination Compensation Event)	Clauses 39.6 (<i>Intervening Events other than Insured Risks or Force Majeure Events</i>) and 39.7 (<i>Intervening Event which is an Insured Risk</i>)	Agreed Margins are applicable	Section 3.1 (for works or services costs other than repair or rebuilding the Correctional Complex)
Force Majeure Event (during Operating Phase)	Clause 39.8 (<i>Intervening Event which is a Force Majeure Event</i>)	No Agreed Margins are applicable	Section 3.3 (for the amount necessary to enable Project Co to pay the Project Debt, Lifecycle Payment and for Services carried out)
Alternative method	Clause 39.9 (<i>Alternative arrangements</i>)	Agreed Margins are applicable	Section 3.1 (for workaround costs)
Modification (excluding any Minor Modification and any Modification proposed by Project Co)	Clause 40 (<i>Modifications</i>)	Agreed Margins are applicable	Section 3.1 (for works or services costs or Savings (as applicable)) Section 3.2 (for Prolongation Costs and Financing Delay Costs)
Change in Mandatory Requirements (due to a General Change in Law)	Clause 40.10 (<i>Change in Mandatory Requirements</i>)	No Agreed Margins are applicable	Sections 3.1 and 3.6 (for cost in modifying the Correctional Complex or the Services)
Change in Mandatory Requirements (due to	Clause 40.10 (<i>Change in</i>	No Agreed Margins are	Sections 3.1 and 3.6 (for cost in modifying

Change Compensation Event	Clause	Agreed Margin entitlement	Relevant Sections for calculating compensation
a Project-Specific Change in Law)	<i>Mandatory Requirements)</i>	applicable	the Works, Correctional Complex or the Services) Section 3.2 (for Prolongation Costs and Financing Delay Costs)
Change in Mandatory Requirements (due to a Change in Policy)	Clause 40.10 (<i>Change in Mandatory Requirements)</i>	No Agreed Margins are applicable	Sections 3.1 and 3.6 (for cost in modifying the Works, Correctional Complex or the Services) Section 3.2 (for Prolongation Costs and Financing Delay Costs)
Minor Modification	Clause 40.12 (<i>Minor Modifications)</i>	No Agreed Margins are applicable	Section 3.1 (for works or services)
Emergencies and Step-In by the State	Clause 42.2(c) (<i>Relief and Payment)</i>	No Agreed Margins are applicable	Section 3.1 (for works or services)
Damage caused by the State or its Associates	Clause 44.3(e) (<i>Repairing or re-building)</i>	Agreed Margins are applicable	Section 3.1 (for repairing or rebuilding) Section 3.2 (for Prolongation Costs and Financing Delay Costs)
Damage caused by Agreed Uninsurable Risk	Clause 47.3 (<i>Agreed Uninsurable Risks resulting in loss or damage)</i>	Agreed Margins are applicable	Section 3.1 (for works or services costs or Savings (as applicable)) Section 3.2 (for Prolongation Costs and Financing Delay Costs)
Any other event deemed to be a Change Compensation Event		No Agreed Margins are applicable	Section 3.1 (for services costs or Savings (as applicable))

3. Methodology for calculating compensation

3.1 Compensation for Change Compensation Events

- (a) Subject to the specific requirements and restrictions otherwise set out in this Deed, the entitlement to compensation in respect of a Change Compensation Event will be calculated as follows:

$$P = C - D - I$$

where:

- P =** the amount payable to Project Co, where this is a positive amount, or the amount payable to the State, where this is a negative amount;
- C =** the amount of any Base Costs plus applicable Agreed Margin payable to Project Co in accordance with this Schedule;
- D =** the amount of any Savings; and
- I =** proceeds from any Insurances which respond to the Change Compensation Event or any other insurance proceeds or compensation received by, or that would have been received by, Project Co or any of its Associates in respect of the relevant Change Compensation Event but for any failure by Project Co or any of its Associates to effect and maintain any Insurances in accordance with clause 46 (*Insurance*) and Schedule 22 (*Insurance Schedule*) of this Deed, or to make or pursue a claim under any Insurances or to comply with any Project Documents or insurance policy.

- (b) (**Delivery Phase Activities and capital works**): Subject to sections 3.7 and 3.8, to the extent that Change Compensation Events involve Delivery Phase Activities or capital works during the Operating Phase, the amount of item "C" in the formula in Section 3.1(a) will be calculated as follows:

$$C = A + B + D + E$$

where:

- C =** the amount of any Base Costs plus applicable Agreed Margin payable;
- A =** the Delivery Costs;
- B =** the Agreed Margin for the respective Key Subcontractor (as applicable), in each case multiplied by its respective Delivery Costs;
- D =** Project Co Costs; and
- E =** the applicable Project Co Margin multiplied by "A".

Table 2: Agreed Margins for Delivery Phase Activities and capital works

Component	Agreed Margin		
	(Delivery Cost)	(Delivery Cost)	(Delivery Cost)
Project Co Margin (during the			

Component	Agreed Margin		
	██████████ (Delivery Cost)	██████████ (Delivery Cost)	██████████ (Delivery Cost)
Delivery Phase)			
Project Co Margin (during the Operating Phase)	██	██	██
Delivery Margin (D & C Subcontractor)	██	██	██
Delivery Margin (Operator)	██	██	██
1. The above dollar thresholds are at Financial Close and will be Indexed thereafter.			

(c) **(Recurrent works or services):** To the extent that Change Compensation Events involve recurrent works or services, the amount of item "C" in the formula in Section 3.1(a) will be calculated as follows:

$$C = A + B + D + E$$

where:

C = the amount of any Base Costs plus applicable Agreed Margin payable;

A = the Operator Costs;

B = the applicable Operator Margin multiplied by "A";

D = Project Co Costs; and

E = the applicable Project Co Margin multiplied by "A".

Table 3: Agreed Margins for recurrent works or services

Component	Agreed Margin		
	██████████ (Operator Cost)	██████████ (Operator Cost)	██████████ (Operator Cost)
Project Co Margin	██	██	██
Operator Margin	██	██	██
1. The above dollar thresholds are as at Financial Close and will be Indexed thereafter.			

3.2 Compensation for Financing Delay Costs and Prolongation Costs

Subject to the specific requirements and restrictions otherwise set out in this Deed, each Project Co Entity's entitlement to Prolongation Costs and Financing Delay Costs (as applicable) on the occurrence of those Change Compensation Events listed in Table 1 in Section 2.1 as entitling Project Co to compensation under this Section 3.2 and which Project Co is granted an extension of time will be calculated as follows:

$$P = A + B - I$$

where:

P = the amount payable to Project Co;

A = Prolongation Costs for each day for which Project Co is granted an extension of time to the Date for Commercial Acceptance for the relevant Change Compensation Event in accordance with this Deed;

B = Financing Delay Costs for each day for which Project Co is granted an extension of time to the Date for Commercial Acceptance for the relevant Change Compensation Event in accordance with this Deed, but not for any day that is earlier than the Original Date for Commercial Acceptance or later than whichever is the earlier of:

- (a) the revised Date for Commercial Acceptance resulting from that extension of time;
- (b) the Date of Commercial Acceptance; or
- (c) the date of termination of this Deed for any reason; and

I = any proceeds from any Insurances which responds to the relevant Change Compensation Event or any other insurance proceeds, damages or compensation received by, or that would have been received by, Project Co or any of its Associates in respect of the relevant Change Compensation Event but for any failure by Project Co or any of its Associates to effect and maintain any Insurances in accordance with clause 46 (*Insurance*) and Schedule 22 (*Insurance Schedule*) of this Deed, or to make or pursue a claim under any Insurances or to comply with any Project Documents or insurance policy.

If "P" is a negative number it is deemed to be "0".

3.3 Compensation for Force Majeure Event

Where clause 38.14(d) (*Uninsured Force Majeure Event*) or clause 39.8(c) (*Minimum Payment*) of this Deed applies, subject to the specific requirements and restrictions otherwise set out in this Deed, Project Co's entitlement to compensation in respect of a Change Compensation Event will be calculated as follows:

$$P = F + S + LP - I$$

where:

P = the amount payable to Project Co;

F = where clause 38.14(d) applies, the Financing Delay Costs for each day for which Project Co is granted an extension of time to the Date for Commercial Acceptance for the relevant Change Compensation Event in accordance with this Deed, but not for any day that is earlier than the Original Date for Commercial Acceptance or later than whichever is the earlier of:

- (a) the revised Date for Commercial Acceptance resulting from that extension of time;
- (b) the Date of Commercial Acceptance; or
- (c) the date of termination of this Deed for any reason; and

where clause 39.8(c) applies, the minimum amount necessary to enable Finance Co to pay the Project Debt;

- S** = for a Force Majeure Event which is an Intervening Event, the component of the Monthly Service Payment which is referable to those Services that Project Co continues to carry out under this Deed notwithstanding the Force Majeure Event, and in all other circumstances, "S" is "0";
- LP** = for a Force Majeure Event which is an Intervening Event, the amount of the Lifecycle Charge that otherwise would have been due and payable to Project Co by the State but for the suspension and in all other circumstances, "LP" is "0"; and
- I** = any proceeds from any Insurance policies which responds to the relevant Change Compensation Event, or any other insurance proceeds, damages or compensation received by, or that would have been received by, Project Co or any of its Associates in respect of the relevant Change Compensation Event but for any failure by Project Co or any of its Associates to:
- (A) effect and maintain any Insurances in accordance with clause 46 (*Insurance*) and Schedule 22 (*Insurance Schedule*) of this Deed;
 - (B) make or pursue a claim under any Insurances; or
 - (C) to comply with any Project Documents or insurance policy.

3.4 Minor Modifications

- (a) The parties acknowledge that:
- (i) the process for a Minor Modification is intended to be streamlined and easy to administer for both parties;
 - (ii) the parties may, but are not obliged to, use the Change Notice and Change Response procedure set out in this Schedule for Minor Modifications; and
 - (iii) any amounts claimed or payable for a Minor Modification must be calculated in accordance with Section 3.1.
- (b) The parties will otherwise agree the form and content of documentation required to implement and pay for a Minor Modification so that, save where clause 40.12(f) (*Failure to agree*) of this Deed applies, the remainder of these Change Compensation Principles will not apply to a Minor Modification unless otherwise agreed by the parties.

3.5 Savings

For the purposes of Section 3.1, the amount of any Saving payable to the State in respect of:

- (a) Design Development Changes pursuant to clause 17.3(c) (*Design Development Changes*) of this Deed;
- (b) a Modification pursuant to clause 40.8(d) (*Sharing of Savings*) of this Deed; or
- (c) permanently deferred Refurbishment Works pursuant to clause 32.3(f) (*Permanently deferred Refurbishment Works*) of this Deed,

will be as agreed between the parties at the time, or if the parties are unable to agree within 20 Business Days of:

- (d) the State accepting the Design Development Change pursuant to clause 17.3(c) (*Design Development Changes*) of this Deed;

- (e) Project Co issuing the relevant Project Co Modification Proposal pursuant to clause 40.8(d) (*Sharing of Savings*) of this Deed; or
- (f) the Expiry Date in the case of permanently deferred Refurbishment Works pursuant to clause 32.3(f) of this Deed,

(as the case may be), the amount of Savings payable to the State will be [REDACTED]

3.6 Change in Mandatory Requirements

To the extent that:

- (a) a Change in Mandatory Requirements occurs for which Project Co is entitled to relief in accordance with this Deed; and
- (b) the Change in Mandatory Requirements effects a Reviewable Service,

(**Changed Reviewable Service**) then, the amount payable to Project Co pursuant to Section 3.1 in respect of the Changed Reviewable Service will be those Base Costs and Margin incurred, or to be incurred, until the commencement of the next Reviewable Services Term.

3.7 Unforeseeable Conditions

Where a Change Notice claims costs in respect of:

- (a) limb (h)(ii) of the definition of Compensable Extension Event; or
- (b) limb (d) of the definition of Compensable Event,

the amount of item "C" in the formula in Section 3.1(a) will be calculated as follows:

$$C = A$$

where:

C = the amount of any Base Costs; and

A = the Delivery Costs.

3.8 Stage 2 Development Consent delays

Where a Change Notice claims costs in respect of limb (h) of the definition of Compensable Extension Event, subject to the specific requirements and restrictions otherwise set out in this Deed, Project Co's entitlement to Prolongation Costs and Financing Delay Costs on the occurrence of those Change Compensation Events listed in Table 1 in Section 2.1 as entitling Project Co to compensation under this Section 3.8 and for which Project Co is granted an extension of time will be calculated as follows:

$$P = A + B - I$$

where:

P = the amount payable to Project Co;

A = Prolongation Costs for each day for which Project Co is granted an extension of time to the Date for Commercial Acceptance for the relevant Change Compensation Event in accordance with this Deed, up to a maximum daily amount of [REDACTED]

B = Financing Delay Costs for each day for which Project Co is granted an extension of time to the Date for Commercial Acceptance for the relevant Change Compensation Event in accordance with this Deed up to a maximum daily amount which will be as set out in the Financial Close Financial Model in the work sheet entitled "S2DC Delay Schedule" a

printout of which is signed by the State and Project Co at or immediately after Financial Close, but not for any day that is earlier than the Original Date for Commercial Acceptance or later than whichever is the earlier of:

- (A) the revised Date for Commercial Acceptance resulting from that extension of time;
- (B) the Date of Commercial Acceptance; or
- (C) the date of termination of this Deed for any reason; and

I = any proceeds from any Insurances which responds to the relevant Change Compensation Event or any other insurance proceeds, damages or compensation received by, or that would have been received by, Project Co or any of its Associates in respect of the relevant Change Compensation Event but for any failure by Project Co or any of its Associates to effect and maintain any Insurances in accordance with clause 46 (*Insurance*) and Schedule 22 (*Insurance Schedule*) of this Deed, to make or pursue a claim under any Insurances where there is a legitimate entitlement to do so or to comply with any Project Documents or insurance policy.

On the Conversion Date (as defined in the Facility Agreement), Project Co will pay to the State the amount determined in accordance with Section 4(a) of the Stage 2 Delay Protocol attached to this Schedule in Annexure 1, and provide account statements and supporting details as requested by the State to evidence the interest income amount.

3.9 Facilitation Works

Where a Change Notice claims costs in respect of:

- (a) limb (a), (b) or (c) of the definition of Compensable Event; or
- (b) limb (j) of the definition of Compensable Extension Event,

the amount of item "P" in the formula in this Section 3.9 will be calculated as follows:

$$P = A$$

where:

P = the amount payable to Project Co; and

where:

A = in respect of:

- (a) the Facilitation Works (Power), [REDACTED] per day for every day after [REDACTED] until the Facilitation Works (Power) are completed;
- (b) the Facilitation Works (Water), [REDACTED] per day for every day after [REDACTED] until the Facilitation Works (Water) are completed; or
- (c) the Facilitation Works (Roads), [REDACTED] per day for every day after [REDACTED] until the Facilitation Works (Roads) are completed.

3.10 Second Pre Agreed Modification Works

- Where a Change Notice claims costs in respect of the Second Pre Agreed Modification Works, the amount in item "P" in the formula in Section 3.1(a) cannot exceed [REDACTED]

4. Tender process during Operating Phase

- (a) The State may require Project Co to carry out, or procure that the relevant Key Subcontractor carries out, a tender process in respect of a Change Compensation Event in accordance with this Section 4 if, during the Operating Phase:
- (i) the relevant Change Compensation Event involves a capital cost component and the Delivery Costs are likely to exceed ██████████ (Indexed); or
 - (ii) the State notifies Project Co that it does not accept or rejects a Change Notice issued by Project Co and that it requires Project Co to carry out a tender process in respect of the relevant Change Compensation Event.
- (b) If a tender process is required to be carried out in accordance with Section 4(a):
- (i) **(Tender Process):** Project Co must, or if applicable must procure that the relevant Key Subcontractor, obtain a minimum of three separate quotes from experienced, independent and capable contractors reasonably acceptable to the State to carry out any work or services in respect of the Change Compensation Event;
 - (ii) **(Tender Process Material):** Project Co must, and if applicable must procure that the relevant Key Subcontractor, permit the State to review all materials that are issued and submitted in the tender process and provide any other information that the State reasonably requires including such written consents as are required (including by Law) to carry out any Probity Investigations;
 - (iii) **(Selection Criteria):** Project Co must ensure, and if requested by the State, demonstrate to the reasonable satisfaction of the State, that the Subcontractor it, or the relevant Key Subcontractor (as the case may be), intends to select and engage is the best choice having regard to the:
 - A. price quoted;
 - B. experience and capability of that Subcontractor; and
 - C. ability of the Subcontractor to carry out the work or the services in the manner required by this Deed;
 - (iv) **(Subcontracting requirements):** the Subcontractor must meet the requirements in respect of Subcontractors set out in this Deed; and
 - (v) **(State not satisfied):** if, following the conduct of the tender process, the State is not reasonably satisfied with the tenders, it may:
 - A. direct Project Co:
 - (I) not to accept; or
 - (II) if applicable, to procure that the relevant Key Subcontractor does not accept,any tender offer;
 - B. except where expressly stated otherwise in this Deed, direct Project Co not to proceed with the relevant Change Compensation Event; or
 - C. instruct Project Co to proceed with the work or the services, but on another basis under this Schedule.

5. General principles for calculating compensation

The extent (if any) to which compensation will be payable by the State, for a Change Compensation Event, will be determined as follows (but without affecting any express limitations on or exclusions from the calculation of such compensation as set out in this Deed):

- (a) **(Overriding considerations):** the overriding considerations will be that:
 - (i) the State is receiving value for money; and
 - (ii) the compensation amount is fair and reasonable and is calculated in a manner that is transparent and reflects commercial arm's length arrangements;
- (b) **(Incremental cost):** changes in Base Costs are to be determined on an incremental basis where:
 - (i) in the case of an increase in Base Costs, only costs that would not be incurred but for the Change Compensation Event are to be taken into account;
 - (ii) in the case of a reduction in Base Costs, only savings that would not have accrued but for the Change Compensation Event are to be taken into account; and
 - (iii) Base Costs will be calculated net of any insurance proceeds, damages or compensation which Project Co or the Key Subcontractors receives or are entitled to receive as a result of the Change Compensation Event;

- (c) **(Mitigation):** calculation of Costs will:

- (i) exclude any incremental Costs which would not have been incurred; and
- (ii) include any Savings which would have been derived,

to the extent Project Co and its Associates fail to use all reasonable endeavours to mitigate the effects of any Change Compensation Event (including by putting in place temporary measures reasonably acceptable to the State's Representative);

- (d) **(Time value of money):** appropriate regard must be given to the time value of money and timing of cash flows by discounting or inflating them to reflect when they occur (if applicable);

- (e) **(Open Book Basis):** Project Co must and must procure that its Associates:

- (i) provide all information referred to in this Schedule on an Open Book Basis (as defined below);
- (ii) make available the appropriate personnel to explain the basis on which a particular calculation has been made; and
- (iii) allow the State to review and undertake audits,

in order to enable the State to verify compliance with this Deed and make an accurate assessment of Costs and Savings;

- (f) **(Open Book Basis):** will include each Project Co Entity and Project Co's Key Subcontractors providing a breakdown of the calculation of all relevant preliminaries, labour, equipment, materials, subcontract, finance and other Costs and Margins of Project Co and its Associates in a clear and transparent manner and other information reasonably requested by the State including reasonably available source documents required to verify such calculation;

- (g) **(No double counting):** no amounts will be double counted and no costs will be payable more than once; and
- (h) **(Margins):** except where Project Co is expressly entitled to be paid an Agreed Margin, the State will not pay or otherwise compensate Project Co (or any Key Subcontractor) for any Margin (or loss of Margin) in respect of a Change Compensation Event.

6. Form and timing of compensation

- (a) **(Change Compensation Event):** If a Change Compensation Event:
 - (i) results in an amount owing from Project Co to the State, the State will deduct such amount from the Monthly Service Payments payable to Project Co after the relevant Change Compensation Event, or if there are insufficient subsequent Monthly Service Payments payable to Project Co to cover the amount of the Change Compensation Event or if the Change Compensation Event occurs during the Delivery Phase, such amount will be a debt due and payable by Project Co to the State;
 - (ii) results in an amount owing from the State to Project Co that is not financed by any Project Co Entity in accordance with Section 6(b), the State will pay such amount to Project Co:
 - A. subject to paragraph B, in accordance with the payment arrangements set out in the approved Change Notice which could include a lump sum payment, monthly in arrears, a series of milestone payments or an adjustment to the Monthly Service Payment (or a combination of these methods); or
 - B. in respect of Financing Delay Costs, monthly in arrears on the date which the State would have paid the Monthly Service Payment relating to those days of delay had Commercial Acceptance not been delayed by the relevant Change Compensation Event; or
 - (iii) results in an amount owing from the State to Project Co that is financed by any Project Co Entity in accordance with Section 6(b), the State will pay such amount to Project Co by way of an increase in the Monthly Service Payment.
- (b) **(Reasonable endeavours to obtain funding):** Where the State requests Project Co to obtain funding for a Change Compensation Event, Project Co must (and must procure Finance Co to) use all reasonable endeavours to obtain such funding, including by:
 - (i) using any Savings resulting from other Change Compensation Events which have resulted in amounts being available under the Finance Documents;
 - (ii) using any standby facility that may be available to any Project Co Entity;
 - (iii) arranging for additional funding under the Finance Documents and from other sources (if permitted under the Finance Documents); and
 - (iv) arranging other funding obtained on commercial terms for any Project Co Entity by the State (without any obligation on the State to make any such arrangements).
- (c) **(Unable to obtain funds):** Where Project Co, having used all reasonable endeavours, is unable to obtain funding or funding that is on terms which are satisfactory to the State, the State will pay the relevant amounts in accordance with Section 6(a)(ii).
- (d) **(Adjustment to Securitised Licence Structure):**
 - (i) If:
 - A. a Change Compensation Event:

- (I) occurs prior to the Date of Commercial Acceptance; and
- (II) will result in a reduction in the cost of undertaking the Works or other Delivery Phase Activities (calculated in accordance with these Change Compensation Principles) in respect of which debt finance was to have been provided under the Finance Documents, and as a result of that Change Compensation Event, a corresponding reduction in the debt finance procured by Finance Co under the Finance Documents and reflected in the Securitised Licence Structure is required; or

- B. prior to the Date of Commercial Acceptance, the parties otherwise agree pursuant to clause 36A.1(c)(ii) of the Project Deed to any arrangement that results in a reduction in the debt finance procured by Finance Co under the Finance Documents and reflected in the Securitised Licence Structure,

then in each case Project Co must also calculate the decrease (which only represents the reduction in the debt finance procured by Finance Co under the Finance Documents as a result of that Change Compensation Event) to:

- C. the Completion Price and Completion Payments required to be paid by the State to Project Co; and
- D. the Licence Fees payable by Project Co under the Tenure Document (as determined in accordance with the Tenure Document),

such that the amount payable by Finance Co for the Initial Receivables under the Receivables Purchase Deed as a result of that Change Compensation Event is reduced by an amount which is equal to the decrease in the Completion Price and Completion Payment in respect of that Change Compensation Event.

- (ii) If the State has requested Project Co to finance a Change Compensation Event, Project Co must also calculate the amount (which only represents the amount payable to Project Co under section 3.1 of this Schedule plus the amounts payable by Project Co or Finance Co (as applicable) to the Financiers in respect of the relevant Change Compensation Event) of:
 - A. the Securitised Modification Payments required to be paid by the State to Project Co; and
 - B. the increase to the Licence Fees payable by Project Co under the Tenure Document (as determined in accordance with the Tenure Document),

such that the Receivables Purchase Payments for Additional Receivables payable by Finance Co in respect of that Change Compensation Event under the Receivables Purchase Deed will equal the Securitised Modification Payment in respect of that Change Compensation Event.

7. Annual review of ongoing compensation

- (a) **(Annual review):** If compensation for a Change Compensation Event has been made by an increase in the Monthly Service Payment, the amount of the compensation (other than any Project Co Entity's costs of financing the Change Compensation Event) will be subject to annual review at the end of each Operating Year in accordance with this Section 7 to reflect actual Base Costs incurred for the relevant Change Compensation Event for that Operating Year.
- (b) **(Adjustment to Monthly Service Payment):** To the extent that the ongoing net Costs or net Savings arising as a consequence of any Change Compensation Event differs from the then existing compensation made through the Monthly Service Payment, the Monthly Service Payment will be adjusted accordingly over the balance of the Term.

- (c) **(Time of review):** Within one month prior to the end of each Operating Year, Project Co must undertake and provide to the State a review of the amount of ongoing net Costs or net Savings arising as a consequence of the Change Compensation Event incurred, paid or accrued for which compensation has been made through the Monthly Service Payment over the Term.
- (d) **(State review and Disputes):** The State must, within 20 Business Days of receipt of a review undertaken in accordance with Section 7(c), notify Project Co of any matter within that review with which the State does not agree, and any Dispute on the extent of any adjustment of compensation may be referred by either party for resolution in accordance with clause 50 (*Dispute Resolution procedure*) of this Deed.

8. Change Notice

8.1 Change Notice and State Response

- (a) Each Change Notice must be prepared in accordance with and comply with this Schedule.
- (b) If:
 - (i) an event or circumstance is expressed in this Deed to be a Change Compensation Event (other than a Minor Modification);
 - (ii) Project Co is entitled or required to submit a Change Notice to the State in accordance with this Deed in respect of an event or circumstance; or
 - (iii) an amount is to be calculated in accordance with this Schedule (other than in respect of a Minor Modification),

(each a **Change Notice Event**), then, as a condition precedent to making a Claim in respect of such an event or circumstance, Project Co must prepare and submit to the State Representative or the Independent Certifier (as applicable) (each a **Change Notice Recipient**), a Change Notice which complies with Section 10 within the initial Notification Period.

- (c) Where the Change Notice Event continues beyond the issue of the initial Change Notice, Project Co must prepare and submit to the Change Notice Recipient an updated Change Notice within each further Notification Period following the initial Change Notice to the extent expressly set out in this Deed.
- (d) Any Change Notice or updated Change Notice submitted by Project Co to the State must at the same time be submitted by Project Co to the Independent Certifier, to the extent only that Project Co is required to submit a Change Notice to the Independent Certifier pursuant to this Deed.

8.2 State may request a Change Notice

- (a) Where:
 - (i) the State believes that a Change Compensation Event or any other event or circumstance for which Project Co is entitled or required to submit a Change Notice has occurred; and
 - (ii) Project Co has not submitted a Change Notice,

the State may in a notice entitled "Change Notice Request", request that Project Co prepare and submit a Change Notice in respect of the particular event (a **Change Notice Request**).

- (b) Project Co must prepare and submit a Change Notice within the Notification Period following receipt of the Change Notice Request.

8.3 Instruction to Proceed

- (a) If the State issues a Modification Order under clause 40.7(a) of this Deed:
- (i) the State will:
 - A. determine (acting reasonably) all matters required to enable the Modification to be implemented including:
 - (I) the cost effect of the Modification;
 - (II) if the Modification is to be carried out during the Delivery Phase, the effect which the proposed Modification will have on the Delivery Phase Program (including any extension of time required to the Date for Completion); and
 - (III) any relief which is required from Project Co's obligations under this Deed; and
 - B. assume that funding for the Modification will be provided by the State unless the parties otherwise agree;
 - (ii) Project Co must proceed with the Modification in accordance with the Modification Order.
- (b) Any Dispute in relation to a Modification Order issued by the State under clause 40.7(a) may be referred by Project Co to expert determination in accordance with clause 52 of this Deed.

9. Change Response

9.1 State to issue a Change Response

- (a) Unless otherwise expressly stated in this Deed, within 20 Business Days after receipt of a Change Notice (or such longer period as the State or the Change Notice Recipient, reasonably requires having regard to the nature of the Change Notice Event, the information required to be included in the Change Response, the content and quality of the Change Notice and whether the State requires an expert to verify an amount calculated by Project Co in the Change Notice), the Change Notice Recipient:
- (i) may request from Project Co any further information that the Change Notice Recipient reasonably requires in order to assess the Change Notice in accordance with this Schedule, in which case the relevant Change Notice Recipient will not be required to issue a Change Response until 20 Business Days after receipt from Project Co of all such further information reasonably requested;
 - (ii) must advise Project Co, in a notice entitled 'Change Response', that the Change Notice Recipient:
 - A. accepts the Change Notice (and in the case of a Modification the subject of a Modification Proposal submitted under clauses 38.3 (*Change Notice*), 40.8 (*Modifications proposed by Project Co*) or 40.9 (*Directions*) of this Deed, the Change Response must be entitled 'Modification Order'), in which case Project Co will, subject to Project Co complying with the other requirements of this Deed (including this Schedule), be entitled to:
 - (I) compensation (if any) to the extent provided under and in accordance with Sections 3 and 5;
 - (II) relief (if any); and
 - (III) an extension of time (if any) to the extent provided in accordance with clauses 8.6 (*Project Co's entitlement to compensation for Remediation*), 38 (*Delivery Phase – delay*), 39 (*Operating Phase –*

Intervening Events), 40.10 (*Change in Mandatory Requirements*) or 40.11 (*Extension of time*) (as applicable) of this Deed,

on the terms set out in the relevant Change Notice;

- B. does not accept or rejects the Change Notice or a part of the Change Notice (and the reasons for this) and advise its determination of Project Co's entitlement to any extension of time, relief and/or compensation in accordance with this Schedule; or
- C. in the case of a Change Notice in response to a Modification Request, does not wish to proceed with the proposed Modification and confirms that the Modification Request is withdrawn,

(each a **Change Response**).

- (b) A Change Response provided by the State has the effect of varying this Deed to the extent the Change Notice is accepted in the relevant Change Response, with effect from the date of receipt by Project Co of that Change Response, or such other date specified in that Change Response.
- (c) Whether or not Project Co has issued a Change Notice in respect of a Change Notice Event, the State may at any time in its absolute discretion, issue a Change Response in accordance with this Schedule in respect of a Change Notice Event.
- (d) Nothing in this Deed requires a Change Notice Recipient to review a Change Notice in accordance with the Review Procedures.
- (e) No failure of a Change Notice Recipient (including within any time period specified in this Deed) will entitle Project Co to the relief and/or compensation set out in the Change Notice or put any time at large or deprive the Change Notice Recipient to grant the relief and/or compensation sought or such other relief as appropriate (including the power to extend time).

9.2 State's options

Where the State does not accept the Change Notice, or a part of it, the State may:

- (a) require Project Co to:
 - (i) have any amount that is not an Agreed Margin determined by expert determination in accordance with clause 52 (*Expert determination*) of this Deed;
 - (ii) during the Operating Phase, procure that the Operator conduct a tender process for any part of the work the subject of the Change Compensation Event that will not be carried out by Project Co and the Operator, in accordance with Section 4;
- (b) amend any aspect of the Change Notice in the Change Response to reflect Project Co's actual entitlement; or
- (c) reject the Change Notice on the basis that the event which is the subject of the Change Notice is not an event for which Project Co is entitled to submit a Change Notice under the Project Documents.

9.3 Project Co's options where the Change Notice is not accepted or is rejected

If the Change Notice Recipient does not accept or rejects a Change Notice or a part of it:

- (a) Project Co must proceed with the Project Activities in accordance with this Deed and the Change Response; and

- (b) Project Co must as a condition precedent to pursuing its Claim in respect of the Change Compensation Event (or the relevant part of it, as applicable) refer any Dispute in relation to all or any part of the Change Response to expert determination in accordance with clause 52 (*Expert determination*) of this Deed within 20 Business Days (or such other period as agreed with the relevant Change Notice Recipient) after Project Co's receipt of the Change Response.

9.4 Dispute resolution

If the State does not accept or rejects an amount as calculated by Project Co in any Change Notice (such amount not being a fixed or specified amount under this Schedule), the State may have the amounts verified by an expert appointed in accordance with clause 52 (*Expert determination*) of this Deed, in which case:

- (a) the Base Costs calculated in item "C" in the formula in Section 3.1 will be the lower of:
 - (i) the amount claimed by Project Co in accordance with this Schedule; and
 - (ii) the amount verified by the expert; and
- (b) the Savings calculated in item "D" in the formula in Section 3.1 will be the higher of:
 - (i) the amount claimed by Project Co in accordance with this Schedule; and
 - (ii) the amount verified by the expert,

and the State will update any Change Response provided under Section 9.1 promptly following the expert's verification.

10. Contents of Change Notice

10.1 General

Each Change Notice must:

- (a) contain:
 - (i) the information required by this Schedule; and
 - (ii) any additional information required under this Deed in respect of a particular Change Notice Event or required by the Change Notice Recipient;
- (b) be signed by the Project Co Representative;
- (c) attach copies of any required changes to the Site Plans, the Delivery Phase Program, the Delivery Phase Reports or the Operating Phase Reports (as applicable);
- (d) set out detailed particulars of the nature, occurrence and impact of the relevant Change Notice Event;
- (e) comply with Sections 10.2 to 10.4; and
- (f) if the Change Compensation Event occurs prior to the Date of Commercial Acceptance and results in an amount owing from Project Co to the State, details of the form and timing of compensation Project Co proposes, including:
 - (i) a debt due and payable by Project Co to the State; or
 - (ii) by a reduced or rescheduled Monthly Service Payment profile, with such reduction or rescheduling being at least equivalent in value to the corresponding amount if the

form and timing of the relevant compensation was a debt due and payable by Project Co to the State; and

- (g) in respect of a Relief Event, describe the reduction in Project Co's liability to indemnify or release the State and its Associates in accordance with this Deed.

10.2 Mitigating factors

In each Change Notice, Project Co must describe the actions Project Co and its Associates have taken (and any further action Project Co proposes to take in the future) to:

- (a) mitigate, minimise or avoid the adverse effects, costs, consequences or duration of the Change Notice Event (including by putting in place temporary measures reasonably required by the State); and
- (b) take advantage of any positive or beneficial effects of the Change Notice Event and maximise any reduction in Costs arising from the Change Notice Event.

10.3 Effects

In each Change Notice, Project Co must provide details, where applicable, and to the extent known or able to be predicted, of:

- (a) the effects of the Change Notice Event on:
- (i) the workmanship, quality, appearance or durability of any part of the Relevant Infrastructure;
 - (ii) the design, manufacture, construction, supply, installation or commissioning of the Works;
 - (iii) the management and maintenance of the Relevant Infrastructure;
 - (iv) the carrying out of the Project Activities and Project Co's ability to carry out the Services in accordance with the Services Requirements;
 - (v) the Relevant Infrastructure meeting the FFP Warranty;
 - (vi) the warranties given by Project Co in this Deed or by a Key Subcontractor in its Key Subcontract;
 - (vii) any other relevant part of this Deed (including Schedules and Attachments) or any other State Project Document, including any amendments required;
 - (viii) any existing Approvals or the requirement for any new Approvals; and
 - (ix) the declaration of the Correctional Complex or Correctional Centres pursuant to the Corrections Legislation;
- (b) any damage caused by the Change Notice Event;
- (c) the time consequences of a Change Notice Event, including:
- (i) an estimate of the time (if any) during which Project Co will be prevented from carrying out or delayed in carrying out the Project Activities due to the Change Notice Event, any impact on any Date for Commercial Acceptance or any likely Date of Commercial Acceptance and any impact on activities on the critical path contained in the then current Delivery Phase Program;
 - (ii) in the case of a Change Notice Event which is a Modification, the time for completion of the Modification (including whether the Modification is required to be completed prior to any Date for Commercial Acceptance) and the latest date by

- which the State could accept the Change Notice with no impact upon the Date for Commercial Acceptance; and
- (iii) any revised Date for Commercial Acceptance;
- (d) where Project Co claims as a consequence of a Change Notice Event:
- (i) an extension of time to a Date for Commercial Acceptance, the number of days extension claimed together with:
 - A. the basis of calculating the total number of days claimed; and
 - B. any information reasonably required by the Change Notice Recipient to demonstrate that Project Co has satisfied the conditions relevant to its extension of time claim as referred to in clause 38 (*Delivery Phase – delay*) of this Deed; or
 - (ii) relief from any other its other obligations under this Deed, the basis on which that Project Co has formed the opinion that such relief is required together with all necessary supporting evidence; and
- (e) the cost consequences of, and the compensation claimed in respect of, the Change Notice Event, together with any information reasonably required by the Change Notice Recipient to demonstrate that Project Co has satisfied the conditions relevant to its compensation claim as referred to in clauses 38.7(a), 39.6(b) or 39.7(c) of this Deed.

10.4 Warranty by Project Co

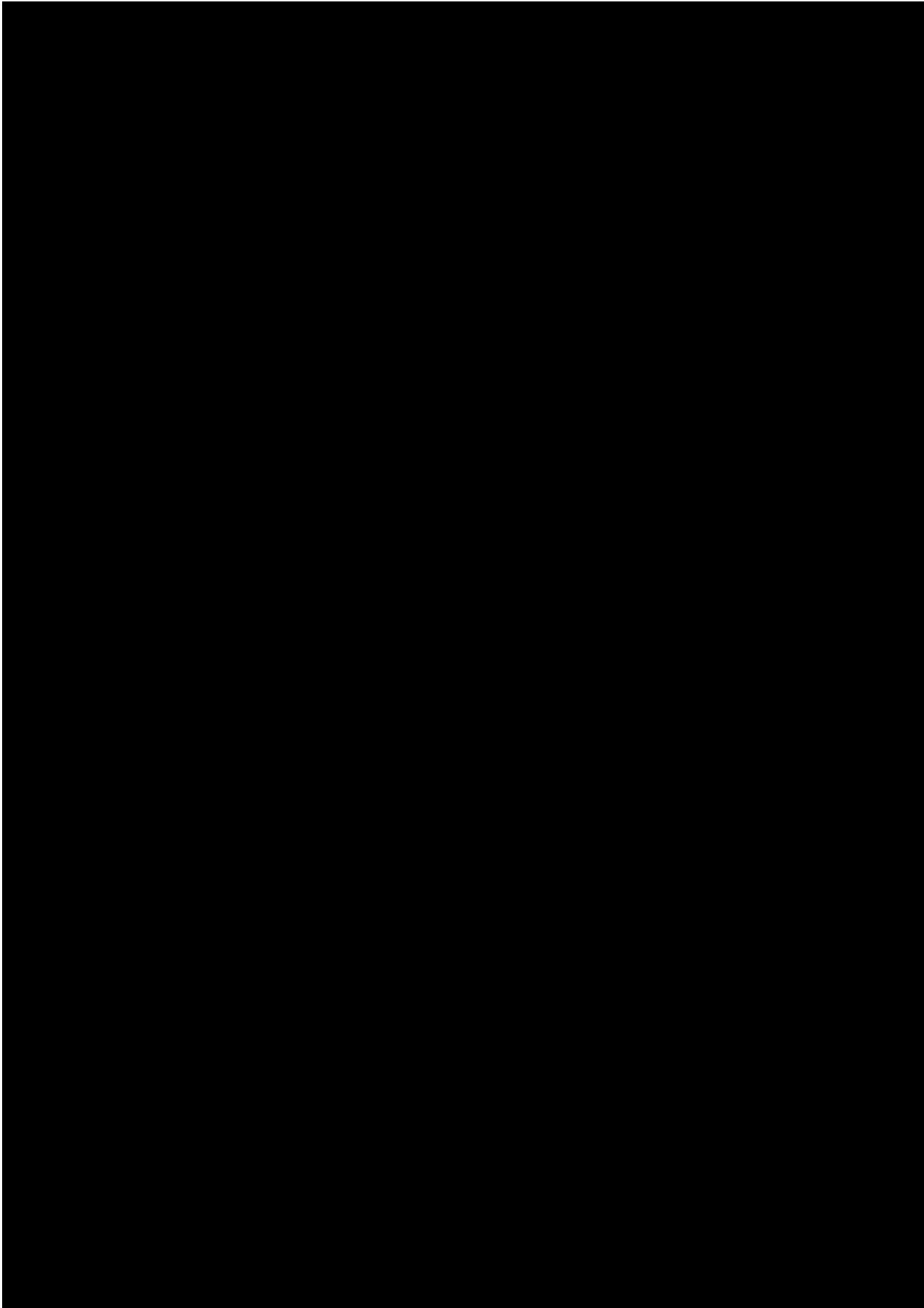
All Change Notices must:

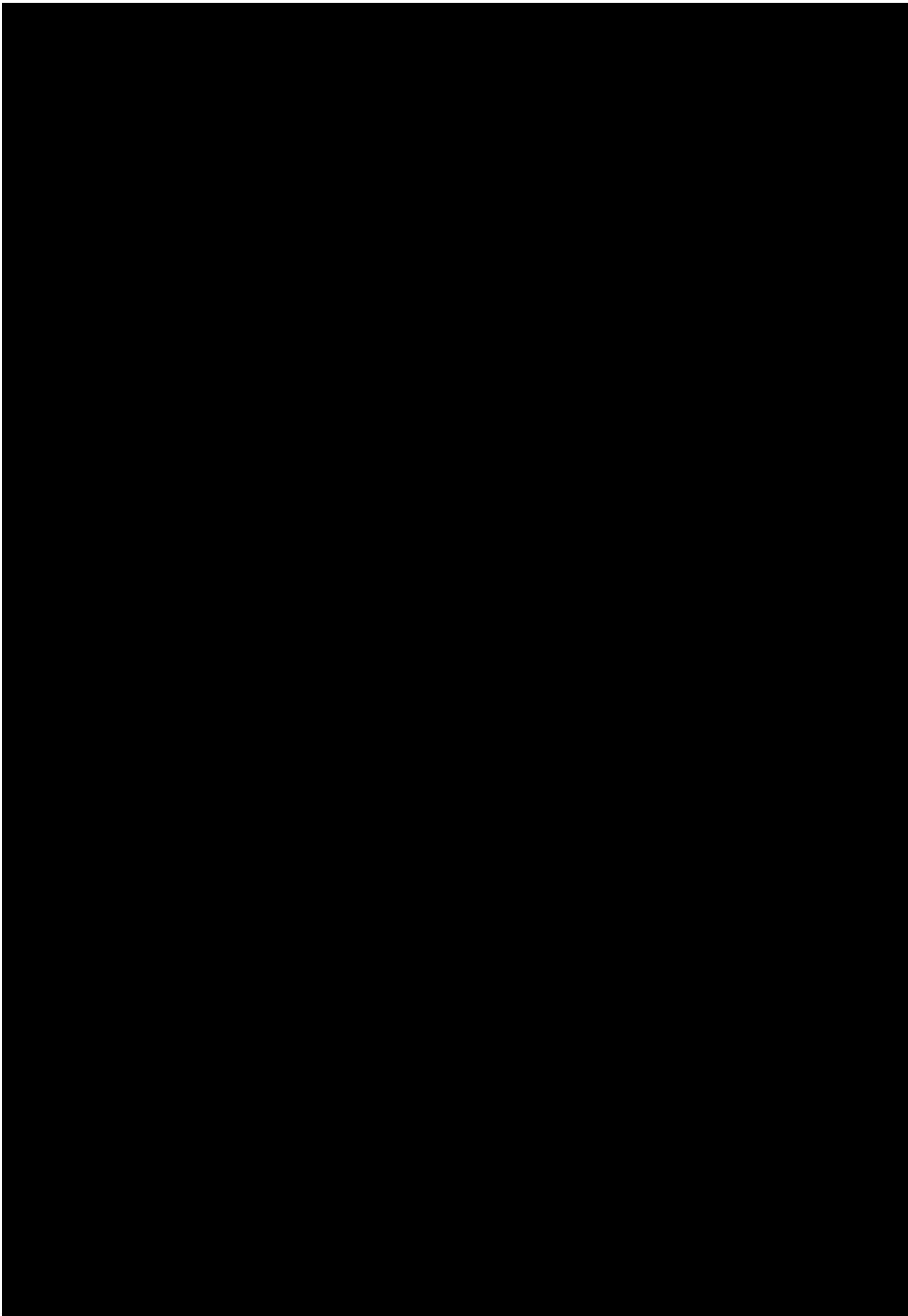
- (a) where the Change Notice is in respect of a Modification the subject of a Modification Order, contain a warranty by Project Co in respect of the Change Compensation Event that:
 - (i) the relevant Change Notice has been prepared so as to avoid or minimise:
 - A. any delay in achieving Commercial Acceptance; and
 - B. any adverse safety impacts of the Change Compensation Event on people;
 - (ii) the Modification when implemented will:
 - A. enable the Relevant Infrastructure to meet the FFP Warranty and otherwise meet the requirements of this Deed, except to the extent that it is agreed or determined that the proposed Modification will have an adverse effect on the matters referred to in section 10.3; and
 - B. enable Project Co at all times during the Operating Phase to carry out the Project Activities in accordance with the Services Requirements and to comply with the terms of this Deed, except to the extent that it is agreed or determined that the proposed Modification will have an adverse effect on the matters referred to in section 10.3,

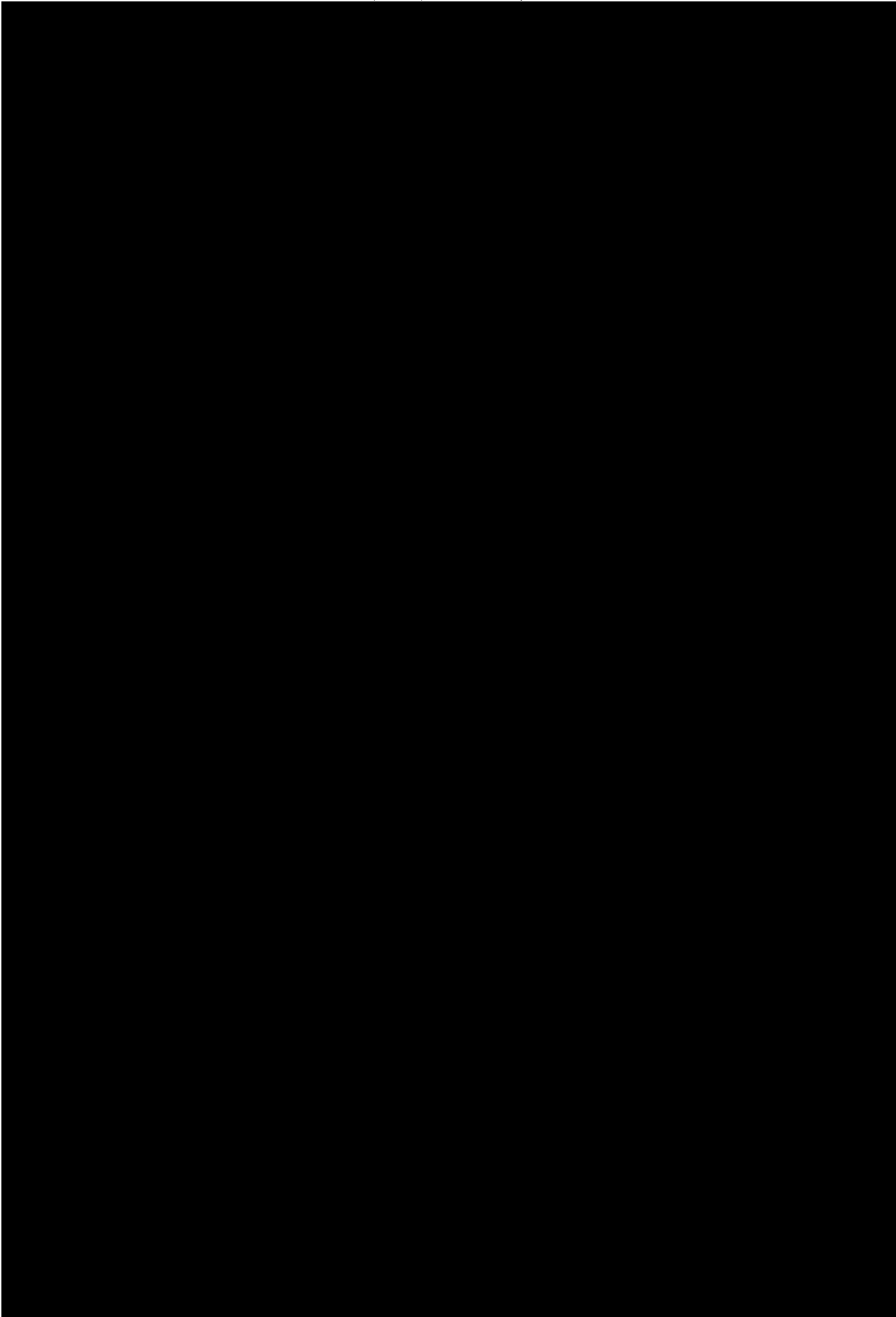
in each case, without limiting the warranties given by Project Co in other clauses of this Deed, except to the extent that it is agreed between the parties or determined in accordance with this Deed that the proposed Modification will have an adverse effect on the matters referred to in section 10.3; and
- (b) contain a warranty by Project Co that it is satisfied that the Claim the subject of the Change Notice is bona fide, true and correct to the best of its knowledge and the relief

sought is an accurate reflection of Project Co's entitlement under this Deed to the extent it is able to be known at the time.

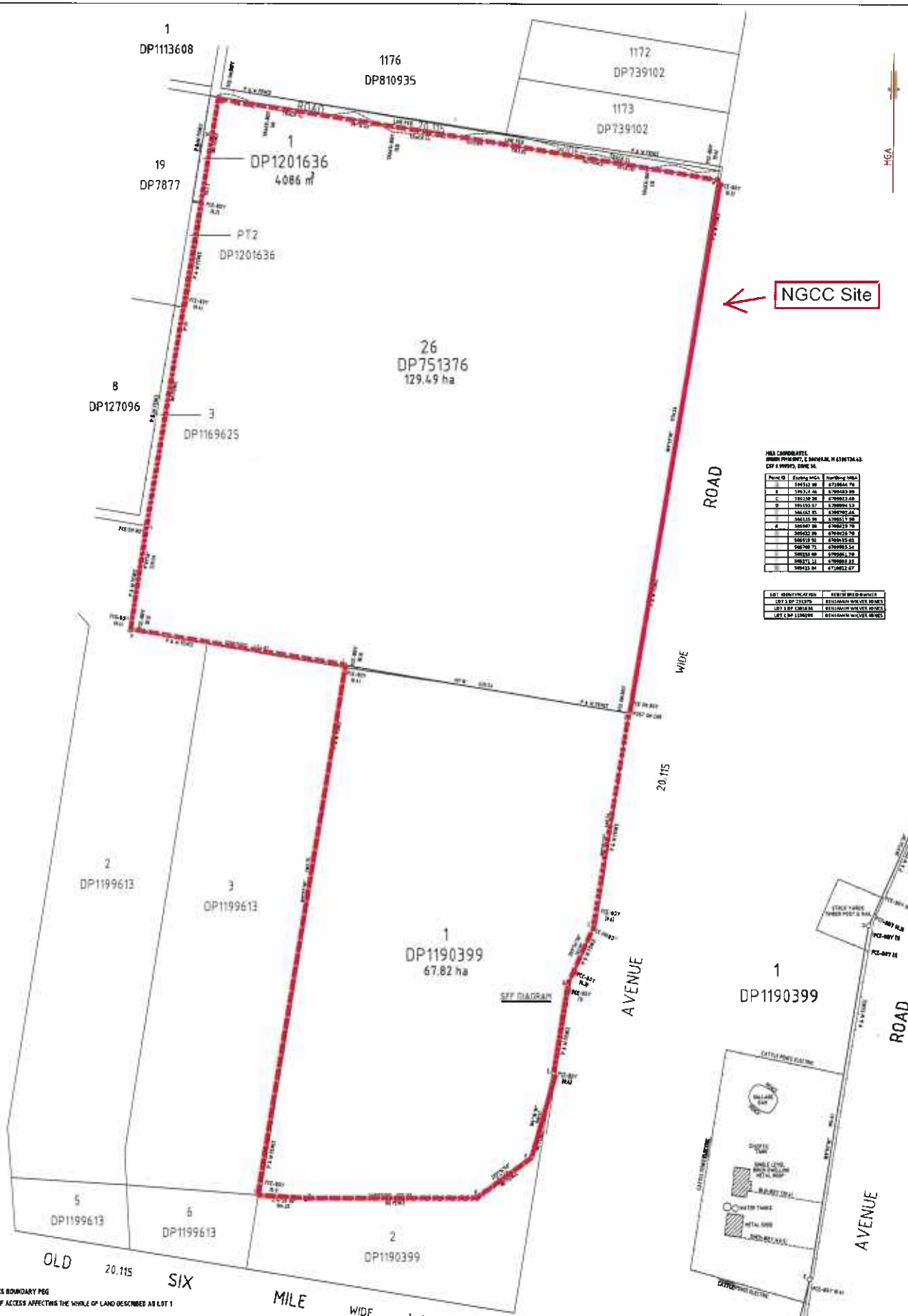
Annexure 1 – Stage 2 Delay Protocol







Schedule 6 — Site Plans

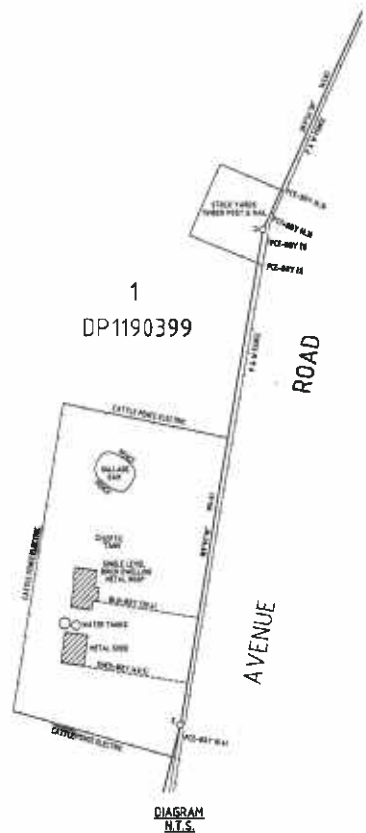


← NGCC Site

NGL CADASTRAL
OWNER PROFILE, C. GENERAL, N 10707433
OFF 4 WHEEL DRIVE SL

PLANT ID	EXPLANATION	PLANTING DATE	PLANTING AREA
1	10000000	10/01/2000	10000000
2	10000000	10/01/2000	10000000
3	10000000	10/01/2000	10000000
4	10000000	10/01/2000	10000000
5	10000000	10/01/2000	10000000
6	10000000	10/01/2000	10000000
7	10000000	10/01/2000	10000000
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28	10000000	10/01/2000	10000000
29	10000000	10/01/2000	10000000
30	10000000	10/01/2000	10000000

LOT IDENTIFICATION	LOT NUMBER
LOT 1 DP 1201636	1201636
LOT 2 DP 1190399	1190399
LOT 3 DP 1199613	1199613



- NOTES**
- DEMITES BOUNDARY PEG
 - RIGHT OF ACCESS AFFECTING THE WHOLE OF LAND DESCRIBED AS LOT 1 DP1201636.
 - LOT 1 OPERABLE LIMITED TITLE LIMITATION PURSUANT TO SECTION 387(1) OF THE REAL PROPERTY ACT, 1988. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTER GENERAL.
 - THIS DRAWING REMAINS THE COPYRIGHT OF JACOBS AND CANNOT BE REPRODUCED OR ALTERED WITHOUT PRIOR WRITTEN CONSENT.
 - DIMENSIONS SHALL NOT BE OBTAINED BY SCALING THE DETAIL FROM THE DRAWING.
 - ALL DIMENSIONS IN METRES UNLESS OTHERWISE SHOWN.

<p>Surveyed By: AM</p> <p>Date of Survey: 08/08/18</p> <p>CAD System: AutoCAD</p> <p>Drawn: ad</p>	<p>Reviewed/Checked: GSK/Chapin</p> <p>Proj No: 1A101200_SU_001</p> <p>Scale: 1:4000</p> <p>Rev: A</p> <p>Drawing No: 1A101200_SU_001</p>	<p>JACOBS</p> <p>Boundary Survey Lot 1 DP1201636, Lot 1 DP1190399 & Lot 1 DP1199613.</p>
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Schedule 7 — Site Access and Tenure Schedule

Operating Phase Sub-Licence

New Grafton Correctional Centre

The Minister for Corrections on behalf of the Crown in right of the State of New South Wales and Infrastructure New South Wales (ABN 85 031 302 516)

Licensor

NorthernPathways Pty Limited (ACN 618 985 452) in its capacity as trustee of NorthernPathways Project Trust (ABN 36 175 930 685)

Licensee

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Operating Phase Sub-Licence dated

Parties **The Minister for Corrections on behalf of the Crown in right of the State of New South Wales and Infrastructure New South Wales (ABN 85 031 302 516) (Licensor)**

NorthernPathways Pty Limited (ACN 618 985 452) in its capacity as trustee of NorthernPathways Project Trust (ABN 36 175 930 685) (Licensee)

Background

- A. The Licensee has entered into the Project Deed for the design and construction of the Relevant Infrastructure, the financing of the Project and the provision of the Services.
- B. Following Commercial Acceptance, the Operating Phase will commence on the Operational Commencement Date and the Licensee will provide the Services.
- C. The Licensor has been granted a non-exclusive licence to enter on, occupy or access (as applicable) the Premises from Property NSW (ABN 91 840 597 406) which enables it to grant a sub-licence to the Licensee on the terms of this Sub-Licence.
- D. The Licensor agrees to grant, and the Licensee agrees to accept, a non-exclusive sub-licence to enter on, occupy or access (as applicable) the Premises to provide the Services following Commercial Acceptance, on the terms of this Sub-Licence.

Operative provisions

1. Defined terms and interpretation**1.1 Defined terms**

In this Sub-Licence, unless otherwise defined in this Sub-Licence, capitalised terms have the meaning given to them in the Project Deed and:

Cost includes any reasonable and proper cost, charge, expense, outgoing, payment or other expenditure of any nature whatever, including all legal fees incurred in connection with the matters described in clause 7 below.

Licensee means the Licensee named as such in this Sub-Licence and includes:

- (a) its successors and permitted assigns; and
- (b) the Project Co Associates.

Licence Fee means each licence fee payable by the Licensee under clause 3 as set out in the Base Case Financial Model worksheet "Licence Schedule", as updated in accordance with the Project Documents and the revised Financial Model issued prior to Commercial Acceptance including in accordance with clause 59.3(a)(iv) of the Project Deed.

Licence Fee Commencement Date means the Operational Commencement Date.

Licence Fee Payment Date means the date for payment of a Licence Fee as set out in the Base Case Financial Model worksheet "Licence Schedule", as updated (if applicable) in accordance with the Project Documents and the revised Financial Model issued prior to Commercial Acceptance including in accordance with clause 59.3(a)(iv) of the Project Deed.

Licensor means the licensor named as such in this Sub-Licence.

Licensor Associate means any officers, agents, advisers, consultants, contractors or employees of the Licensor.

party means a party to this Sub-Licence.

Permitted Use means:

- (a) the provision of the Services; and
- (b) otherwise to exercise the Licensee's rights and to comply with its obligations under the Project Deed and any other Project Documents to which the State is a party.

Premises means the Operating Phase Sites and all fixtures on that land as shown in Schedule 1.

Project Deed means the deed entered into between the State and the Licensee dated [insert] for the design and construction of the Relevant Infrastructure, the financing of the Project and the provision of the Services.

State means:

- (a) The Minister for Corrections on behalf of the Crown in right of the State of New South Wales;
- (b) Infrastructure New South Wales (ABN 85 031 302 516); and
- (c) for the purposes of the Project Deed and the Operator Side Deed only, the Commissioner of Corrective Services.

Term means the Operating Phase.

"this Sub-Licence" or **"the Sub-Licence"** means this sub-licence and includes all schedules, parts, appendices, annexures and exhibits to it.

1.2 Interpretation

The parties agree that:

- (a) clause 2.1 (Interpretation) and clause 64 (Notices) of the Project Deed are incorporated by reference into this Sub-Licence;
- (b) unless the context otherwise requires, for the purpose of paragraph (a) references to:
 - (i) the State will become references to the Licensor;
 - (ii) Project Co will become references to the Licensee;
 - (iii) the Deed or this Deed, will become references to this Sub-Licence; and
 - (iv) items in the Contract Particulars which are referred to in clause 64.1 of the Project Deed will be references to the relevant details in clause 10.

1.3 Moratorium

To the extent permitted by Law, the application to this Sub-Licence or to any party of any Law or any requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Licence Fee or any part of it or otherwise affecting the operation of the terms of this Sub-Licence or its application to any party is excluded and negated.

1.4 Order of Precedence

If there is any ambiguity, discrepancy or inconsistency between any provisions of this Sub-Licence and the Project Deed, the terms of the Project Deed will prevail.

2. Sub-Licence to access Premises

- (a) **(Premises generally):** The Licensor grants to the Licensee a non-exclusive sub-licence to enter on, occupy and access (as applicable) the Premises in common with the Licensor and other persons authorised by the Licensor:
- (i) for the Term; and
 - (ii) on the terms of this Sub-Licence.
- (b) **(Permitted Use):** The Licensee must not use the Premises for any purpose other than the Permitted Use.
- (c) **(Project Deed):**
- (i) The Licensee must, at all times during the Term, comply with its obligations and liabilities as Project Co under the Project Deed.
 - (ii) The rights conferred by this Sub-Licence are subject to the Licensor and any Licensor Associate having all necessary rights of access to, and occupation of, the Premises in each case under the Project Deed and the Project Documents to which the State is a party including to have free and unfettered access to the Correctional Complex, Project Co Material and Inmates in accordance with clause 28.2 of the Project Deed.
- (d) **(Non-exclusive rights):** Without limiting paragraph (a), the rights conferred by this Sub-Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed premises or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.
- (e) **(Right to create easement):** The Licensor reserves to itself and the Licensor Associates the right to create any registered or unregistered easement or other right through or around the Premises.
- (f) **(No entitlement):** The Licensee acknowledges and agrees that the exercise by the Licensor or any Licensor Associate of the rights of access to the Premises under the Project Deed, the Project Documents to which the State is a party or this Sub-Licence:
- (i) will not give rise to any right in favour of the Licensee to terminate this Sub-Licence or make any Claim against the Licensor; and
 - (ii) will not release the Licensee from its obligations pursuant to this Sub-Licence.

3. Licence Fee

- (a) **(Licence Fee):** In consideration of the rights to enter on, occupy and access (as applicable) the Premises pursuant to this Sub-Licence, the Licensee agrees to pay each Licence Fee on each Licence Fee Payment Date until the date that this Sub-Licence is terminated under clause 6 without any abatement, deduction or right of set off.
- (b) **(Adjustments):** The parties will adjust the Licence Fee in accordance with clause 36A.1(d) of the Project Deed to reflect any adjustment to the Receivables Purchase Price under clause 36A.1(c) of the Project Deed.
- (c) **(Securitised Modification Payment):** If the State agrees to pay a Securitised Modification Payment, the Licence Fees will be increased in order to ensure that the relevant Receivables Purchase Payment for the Additional Receivables is equal to that Securitised Modification Payment.

- (d) **(Termination):** If this Licence is terminated the Licensee will not be obliged to pay any Licence Payment after the date that this Licence is terminated under clause 6.

4. Goods and Services Tax

- (a) If a GST is or will be or is purported to be payable on the supply of any good, service or thing (a Supply) by either party under this Sub-Licence, to the extent the consideration otherwise provided for that Supply is not stated to include an amount in respect of GST on that Supply, the party receiving the Supply must pay to the party making the Supply on demand a sum equal to any GST payable by the supplier in respect of that Supply.
- (b) To the extent that one party is required to reimburse the other party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.
- (c) A party's obligation to pay an amount under paragraph (a) is subject to a valid tax invoice being delivered to that party, subject to paragraph (f).
- (d) The Licence Fee under this Sub-Licence is exclusive of GST.
- (e) If clause 36 (Payments Adjustments & Taxes) of the Project Deed would apply in connection with a Taxable Supply to which this clause 4 also applies, then clause 36 (Payments Adjustments & Taxes) of the Project Deed will apply in connection with that supply and the provisions of this clause 4 (but for this paragraph and paragraph (f)) will not apply.
- (f) To the extent the Licence Fee is consideration for a taxable supply by the Licensor, the Licensee must issue a valid tax invoice (being a recipient created tax invoice for the purpose of section 29-70(3) of the GST Act) to the Licensor at the same time as it is required to pay the Licence Fee and the Licensor will not issue a tax invoice to the Licensee.

5. Sub-licence and other dealings

- (a) Subject to paragraphs (b) and (c), the Licensor and the Licensee agree that the Licensee has no right to deal with all or any part of its interest under this Sub-Licence or the Premises (including by way of assignment, sub-licence (other than if the grant of a sub-licence by the Licensee of its interest in this Sub-Licence is to a Subcontractor approved by the Licensor or otherwise permitted under the Project Deed for the purposes of the Project), trust or the grant of any Security Interest) except to the extent allowed under the Project Deed.
- (b) Subject to any Project Co Associates being approved by the State in accordance with the Project Deed and paragraph (c), the Licensee may permit the Project Co Associates to access and use the Premises for the purpose of undertaking the Permitted Use.
- (c) The Licensee is responsible for the acts and omissions of any Project Co Associates given access to the Premises pursuant to this Sub-Licence (as if they were the acts or omissions of the Licensee).

6. Termination of Sub-Licence

- (a) Save for the rights expressly stated in this clause 6, to the extent permitted by law, neither party shall have any right to terminate this Sub-Licence.
- (b) Subject to any earlier determination in accordance with paragraph (c) below, this Sub-Licence shall terminate automatically on the expiration of the Operating Phase and neither party will have any Claim against the other arising out of or in respect of such termination other than any Claim that that party may have arising out of or relating to the Project Deed.

- (c) If the Project Deed is ended for any reason this Sub-Licence will end simultaneously, and neither party will have any Claim against the other arising out of or in respect of such termination other than any Claim that that party may have in accordance with the Project Deed.
- (d) This Sub-Licence may not be terminated by the Licensor or the Licensee whether for breach of its terms or otherwise unless the Project Deed is also terminated concurrently.

7. Costs and Expenses

The Licensee will, upon demand, pay to the Licensor, and keep the Licensor indemnified against, its Costs, expenses, duties and fees of or incidental to:

- (a) any consent, deed, agreement, approval or waiver obtained from the Licensor under or in relation to this Sub-Licence and any sub-licence, or any amendment to the Sub-Licence and any sub-licence made to which the Licensor is a party at the request of the Licensee;
- (b) the taking of enforcement action by the Licensor pursuant to the Sub-Licence or any sub-licence, including the fees of all professional consultants properly incurred by the Licensor (including legal costs on a full indemnity basis); and
- (c) obtaining reports from any consultant engaged by the Licensor in respect of any circumstance described in paragraphs (a) and (b) above.

8. Amendment

No amendment or variation of this Sub-Licence or any sub-licence is valid or binding on a party unless made in writing and executed by both parties.

9. No Waiver

No failure to exercise and no delay in exercising, on the part of the Licensor, any right or remedy under this Sub-Licence or any sub-licence will operate as a waiver of that right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that, or any other, right or remedy.

10. General

10.1 Notices

Licensor

Attention: [to be inserted]

Role: [to be inserted]

Address: [to be inserted]

Email: [to be inserted]

Licensee

Attention: [to be inserted]

Address: [to be inserted]

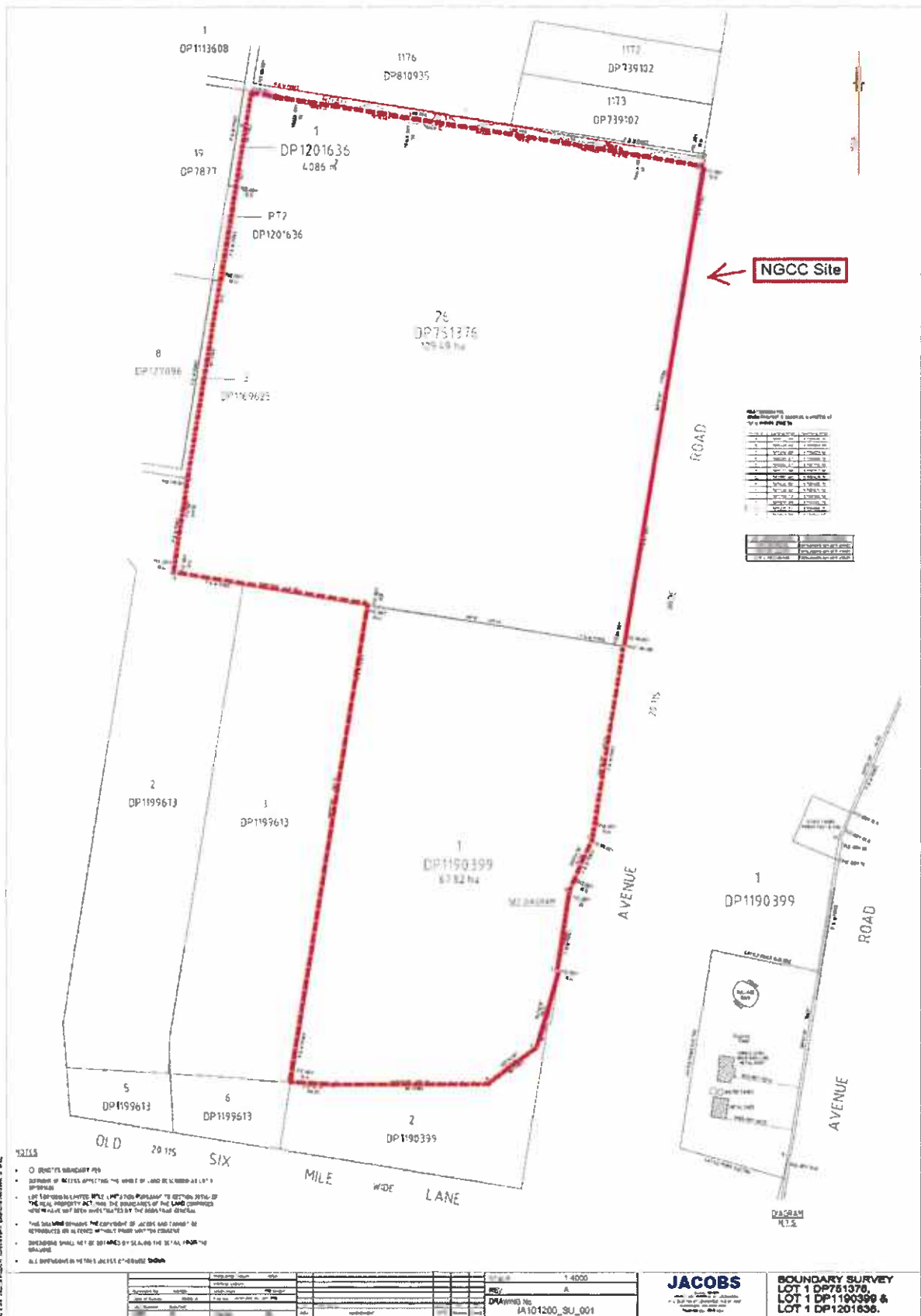
Email: [to be inserted]

Executed as a deed.

[Execution clauses to be inserted.]



Schedule 1 – Plans



Schedule 8 — Design Development Schedule

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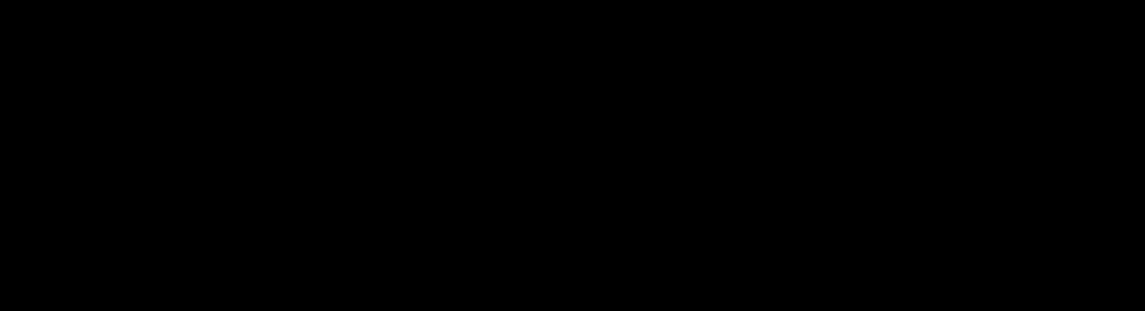
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1. Definitions

In this Deed:



Building Group means a collection of buildings grouped together for the purposes of forming a Design Package as identified in section 9 and the Design Package Submission Register.



Design Deliverables Overview has the meaning given in section 4.1.

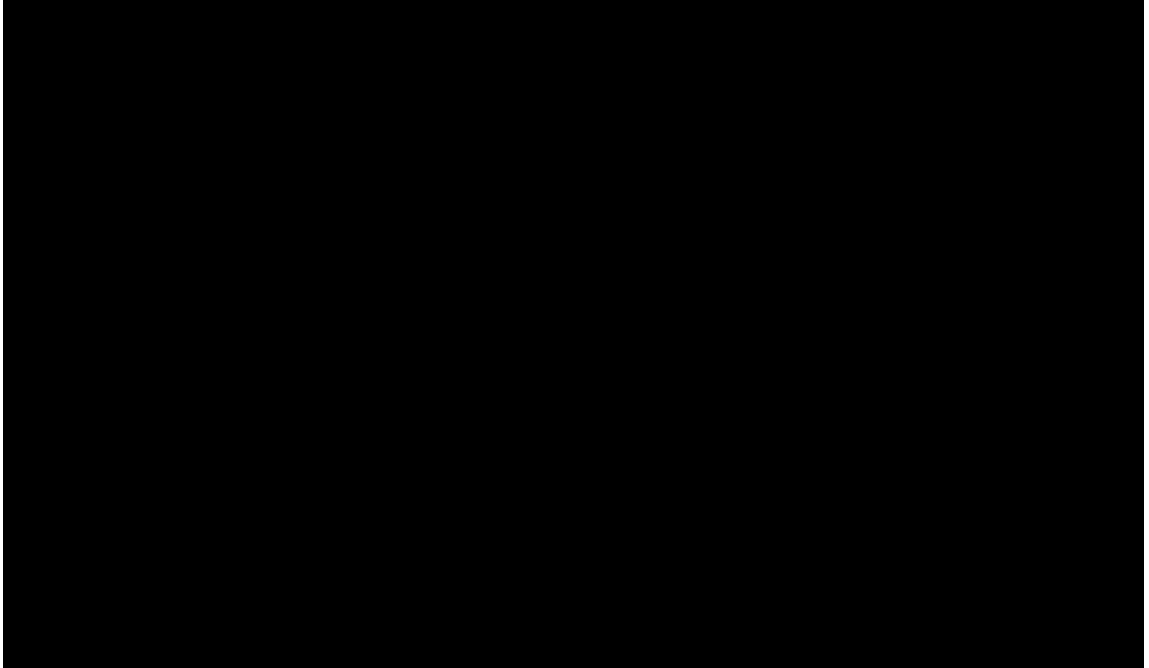
Design Deliverables Tables means the tables included in section 9.

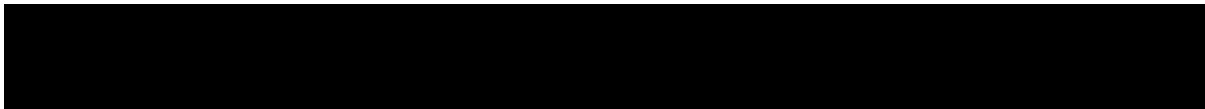
Design Management Plan means the Delivery Phase Plan of that name setting out the process for managing the Design Development Process to be prepared by Project Co (an outline of which is contained in Attachment 2 of this Deed) as developed, reviewed, amended and updated from time to time by Project Co in accordance with this Schedule and the Delivery Phase Plans and Reports Schedule.

Design Development Presentations means the presentations conducted by Project Co during the Design Development Process in accordance with the Design Development Sub-Program, at or around the conclusion of:

- (a) schematic design activities; and
- (b) detailed design activities.

Design Development Sub-Program has the meaning given in the Programming Requirements.





Design Package Submission Register means the table at Annexure 1 to this Schedule 8.

Design Stage means:

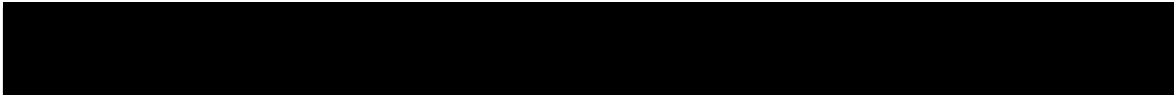
- (a) Design Stage 1;
- (b) Design Stage 2; and/or
- (c) Design Stage 3,

as the context requires.

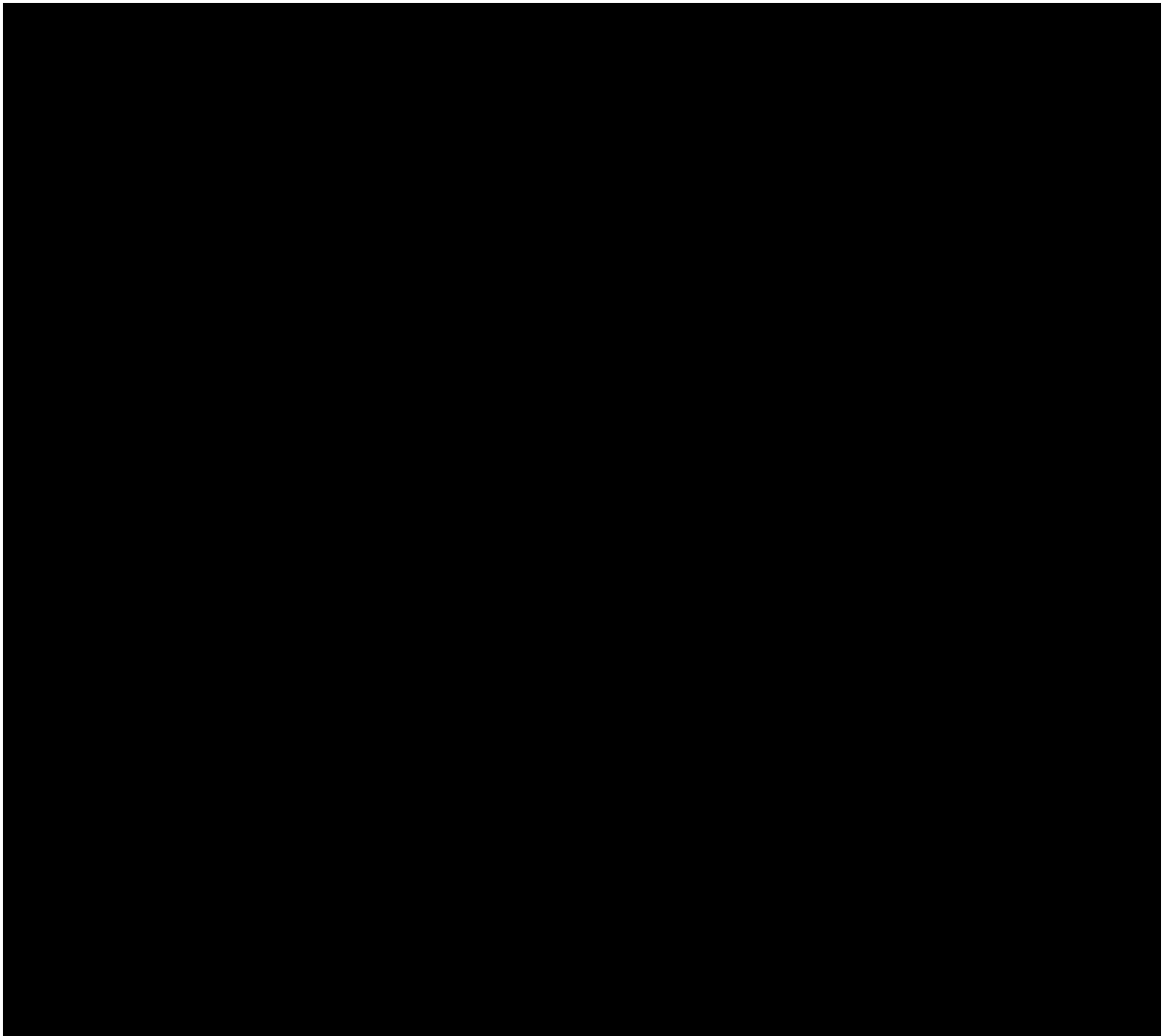
Design Stage 1 means for each Design Package, the stage during which Project Co prepares and submits to the State Representative the Stage 1 Design Deliverables including in general terms the developed schematic design for the Project.

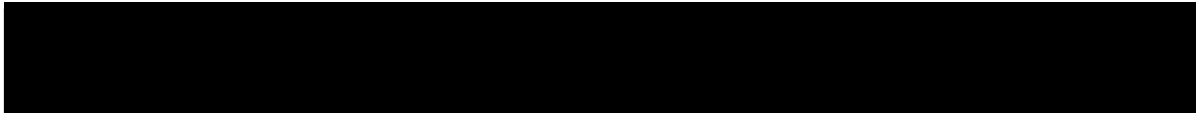
Design Stage 2 means for each Design Package, the stage during which Project Co prepares and submits to the State Representative the Stage 2 Design Deliverables including in general terms the detailed design for the Project.

Design Stage 3 means for each Design Package, the stage during which Project Co prepares and submits to the State Representative the Stage 3 Design Deliverables including in general terms the For Construction Documentation.



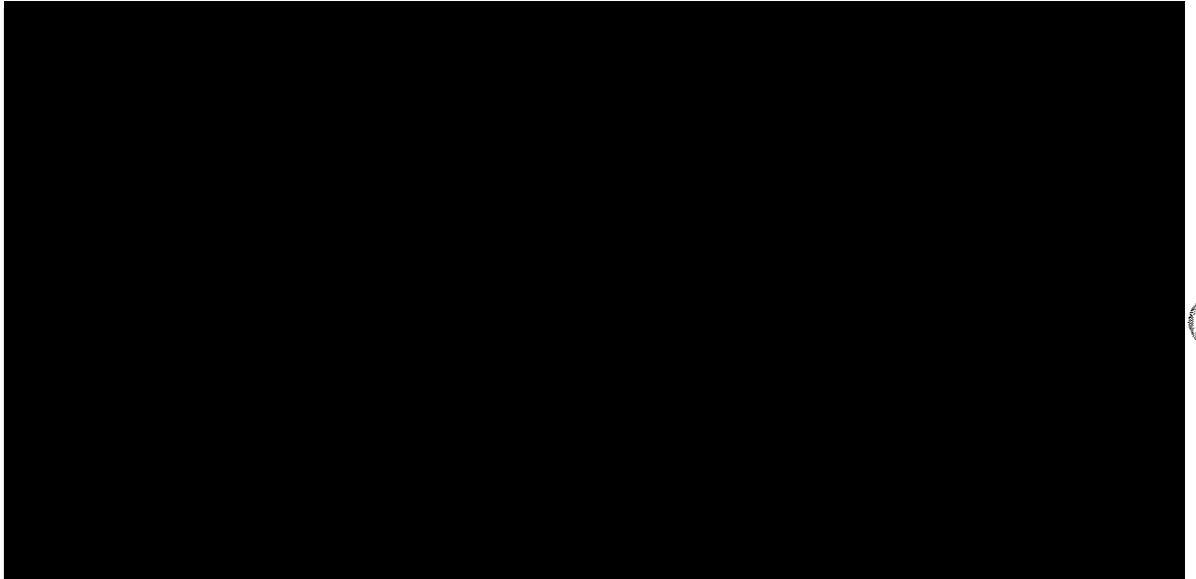
Initial Design Management Plan means the Design Management Plan current at the date of this Deed.





Non-Reviewable Temporary Works means any temporary physical works required for the purpose of performing the Delivery Phase Activities which do not form part of the Works necessary for Technical Completion or Commercial Acceptance and that:

- (a) do not have an impact upon any members of the public; and
- (b) do not involve any potential risk to the health or safety of members of the public or property.



Stage 1 Design Deliverables means for each of the Design Packages the Design Deliverables:

- (a) listed under the heading Stage 1 Design Deliverables in the Design Deliverables Tables;
- (b) otherwise proposed by Project Co to be provided as Stage 1 Design Deliverables, as approved by the State Representative; and
- (c) that Project Co is required to submit to the State Representative during Design Stage 1, in accordance with the terms of this Deed.

Stage 2 Design Deliverables means for each of the Design Packages the Design Deliverables:

- (a) listed under the heading Stage 2 Design Deliverables in the Design Deliverables Tables;
- (b) otherwise proposed by Project Co to be provided as Stage 2 Design Deliverables, as approved by the State Representative; and
- (c) that Project Co is required to submit to the State Representative during Design Stage 2, in accordance with the terms of this Deed.

Stage 3 Design Deliverables means for each of the Design Packages the Design Deliverables:

- (a) listed under the heading Stage 3 Design Deliverables in the Design Deliverables Tables and any related documentation required for construction, including typical details of all construction, but excluding shop drawings which are to be provided during the construction phase, as required;
- (b) otherwise proposed by Project Co to be provided as Stage 3 Design Deliverables, as approved by the State Representative; and
- (c) that Project Co is required to submit to the State Representative during Design Stage 3, in accordance with the terms of this Deed.

2. Design Development Process

2.1 General

- (a) **(Design Development Process):** The Design Development Process is the process by which Project Co progressively develops the design of the Correctional Complex from the Design Proposal to the For Construction Documentation and otherwise includes all other tasks identified in this Schedule and this Deed as forming part of the Design Development Process.
- (b) **(Design Packages):** To facilitate the conduct of the Design Development Process, the State has divided the design work for the Correctional Complex into Design Packages, which relate to aspects of the Correctional Complex or design elements (as applicable) which are discussed in more detail in section 2.3.
- (c) **(Design Stages):** The Design Deliverables for each Design Package are divided into three Design Stages consisting of:
 - (i) Design Stage 1, which, in general terms, requires Project Co to further develop the Design Proposal into a developed schematic design;
 - (ii) Design Stage 2, which, in general terms, requires Project Co to develop the schematic design from Design Stage 1 into a detailed design; and
 - (iii) Design Stage 3, which, in general terms, requires Project Co to develop the detailed design from Design Stage 2 into For Construction Documentation.
- (d) **(Design Deliverables):** Project Co must for each Design Package submit the complete set of Design Deliverables (not including any Design Deliverable that relates solely to Non-Reviewable Temporary Works) for each Design Stage of a Design Package to the State and the Independent Certifier for review in accordance with the Review Procedures and the timing set out in the Design Development Sub-Program.
- (e) **(Review Period):** Project Co must not submit Design Deliverables in respect of a Design Package for a subsequent Design Stage to the State or the Independent Certifier for review until the later of the completion of the previous Design Stage for that Design Package and the expiry of the Review Period for the previous Design Stage of that Design Package and as otherwise required by section 2.7.
- (f) **(Design Stage 3):** Subject to section 2.7 and the Review Procedures, Project Co may construct that part of the Works to which a Design Package relates once the Design Package for Design Stage 3 has been reviewed by the State and the Independent Certifier in accordance with the Review Procedures.

2.2 Design development coordinator obligations

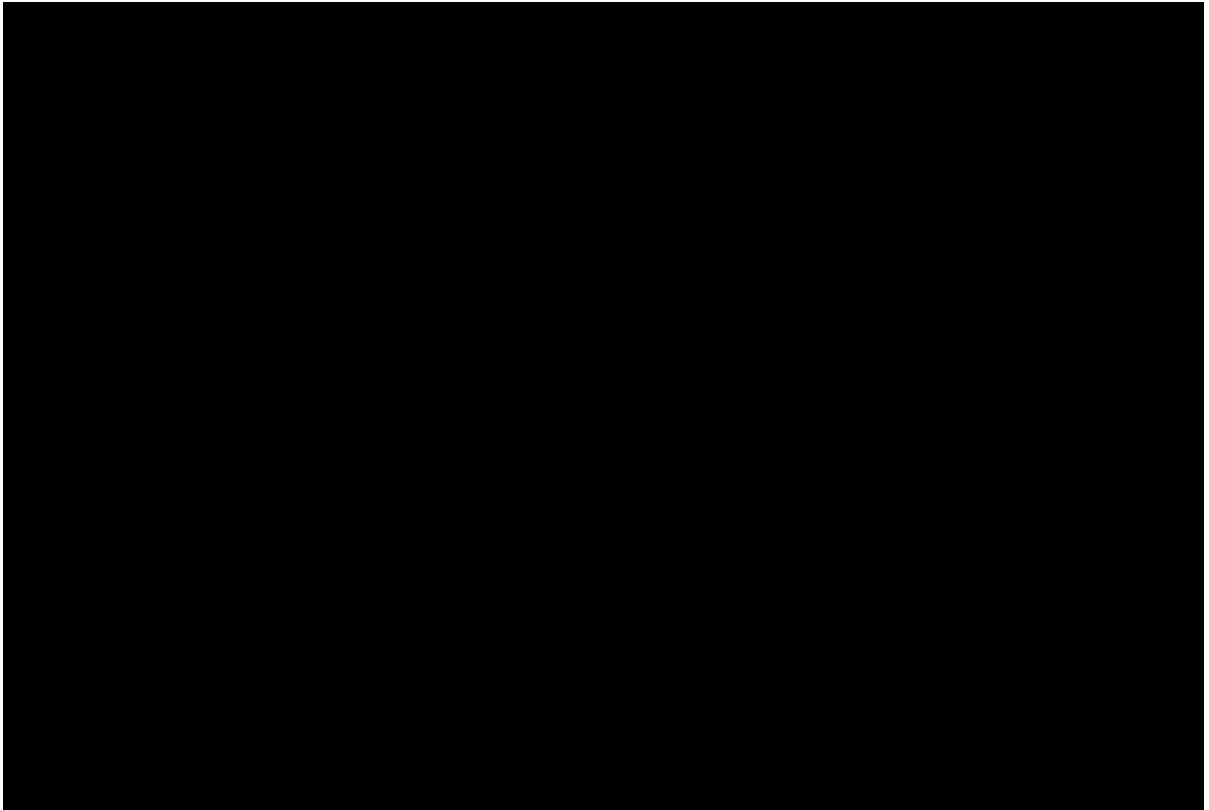
Project Co must ensure that its design development coordinator:

- (a) convenes and manages meetings with the State in respect of the design of the Correctional Complex;
- (b) convenes and manages all Design Development Presentations;
- (c) manages the submission of the Design Deliverables in accordance with the Review Procedures;
- (d) reviews all of the Design Deliverables prior to submission to the State and the Independent Certifier and ensures that the Design Deliverables are complete, co-ordinated and are of a quality capable of review by the State and the Independent Certifier in accordance with the Review Procedures; and
- (e) otherwise consults with the State Representative throughout the Design Development Process,

in accordance with this section 2.2, the Design Management Plan, the Design Development Sub-Program and the remainder of this Schedule.

2.3 Design Packages

The Design Packages have been created to reflect that:



- (e) particular design components such as artwork, elements of Correctional Complex FF&E, signage and internal colour schedules are addressed on a Project-wide basis and not specifically related to any building.

2.4 Multiples of same buildings

To the extent that the Correctional Complex contains multiples of the same buildings:

- (a) it is acceptable that there will be one [redacted] which will pertain to all multiples; and
- (b) Project Co must:
 - (i) in so far as possible, ensure that the Design Deliverables for the subsequent buildings are consistent with the Design Deliverables for the original building; and
 - (ii) to the extent there are any differences between the Design Deliverables for the original buildings and the Design Deliverables for the subsequent buildings, provide details of those differences (including colours) and the reasoning for such differences.

2.5 Sequence, concurrency and overlap of Design Packages

- (a) The outcome of the [redacted]
- (b) Project Co must complete and submit the [redacted] in accordance with the design phase of the Delivery Phase Program for review by the State and the Independent Certifier prior to submitting any other Design Packages for review by the State and the Independent Certifier.
- (c) To the extent that Project Co elects to carry out design work for the [redacted]

[REDACTED] concurrently, it does so at its risk and it must amend all relevant Design Deliverables to address the outcome of the State's and the Independent Certifier's review of the [REDACTED]

- (d) Project Co may submit [REDACTED] in any order as to suit its design development or construction program.
- (e) Project Co must not submit Design Deliverables in respect of a Design Stage unless:
 - (i) Project Co has prepared all Design Deliverables in accordance with this Deed; and
 - (ii) for Design Stages other than Design Stage 1:
 - A. Project Co has submitted all Design Deliverables relating to the relevant Design Package for the previous Design Stage in accordance with the Review Procedures;
 - B. the Review Period has expired for the previous Design Stage; and
 - C. if the State or the Independent Certifier has provided comments or conditions on the Design Deliverables relating to a Design Package in accordance with the Review Procedures for a previous Design Stage in respect of that Design Package, Project Co has complied with its obligations in accordance with the Review Procedures in connection with such comments or conditions (including if necessary, to address particular comments or conditions or to re-submit Design Deliverables).

2.6 Additional Design Packages

- (a) Project Co may divide the design work for the Correctional Complex into additional Design Packages subject to receiving the State Representative's prior written approval to do so.
- (b) Project Co must submit the following information to the State Representative as part of a request for approval to divide the design work for the Correctional Complex into additional Design Packages:
 - (i) details of the reasoning for additional Design Packages;
 - (ii) a Design Deliverables Overview for the proposed Design Package which complies with the requirements set out in section 4.1 of this Schedule; and
 - (ii) such other information concerning the proposed Design Package reasonably requested by the State Representative.

2.7 Timing for submission of Design Deliverables

Without limiting its obligations as set out in the Review Procedures, Project Co:

- (a) subject to this Schedule, must submit all Design Deliverables in accordance with its Design Management Plan;
- (b) must submit the Design Deliverables for a Design Package for each Design Stage to which they relate as one complete package of information and not as individual documents except where:
 - (i) Project Co is required to revise one or more Design Deliverables to address the State's or the Independent Certifier's comments provided in accordance with the Review Procedures, in which case Project Co may submit such documents individually; or
 - (ii) the State Representative directs otherwise in respect of a [REDACTED] in which case Project Co must submit such documents as directed;

- (c) acknowledges that the Review Period commences upon receipt by the State and the Independent Certifier of all of the Design Deliverables for a Design Package for the relevant Design Stage which comply with the requirements of this Deed with respect to submission of Design Deliverables;
- (d) must not, except as set out in the Design Package Submission Register and unless otherwise approved in writing by the State Representative, have more than four Design Packages at any Design Stage submitted to the State and the Independent Certifier concurrently for review in accordance with the Review Procedures; and
- (e) must submit other additional information reasonably requested by the State Representative to the State Representative for review in accordance with the Review Procedures.

2.8 Form of Design Deliverables

- (a) Project Co must ensure that the Design Deliverables comply with the Design Deliverables Tables and otherwise manage the preparation of the Design Deliverables so that the Design Deliverables are consistent and coordinated across different design and engineering disciplines.
- (b) Project Co must ensure that each of the Design Deliverables contain or identify the following information (unless otherwise agreed by the State Representative):
 - (i) the Design Package to which the Design Deliverable relates;
 - (ii) the Design Stage to which the Design Deliverable relates;
 - (iii) if the Design Deliverable is a drawing:
 - A. a drawing number;
 - B. a revision number;
 - C. a grid reference to the location within the Correctional Complex of the area drawn, including where this is a modification to a previously submitted Design Deliverable, a cloud around the relevant area to identify a revision;
 - (iv) if the Design Deliverable is a document other than a drawing, a number and revision number or other equivalent coding system that readily differentiates the documentation from previous versions;
 - (v) the identity of the buildings to which the document relates (and to the extent that a building sub-category exists that better defines the space, the identity of that building sub-category);
 - (vi) details of any Modifications that have arisen during the Design Development Process; and
 - (vii) any other information reasonably requested by the State Representative.
- (c) Project Co must highlight all amendments to the Design Deliverables and in doing so show all changes to the Design Deliverables from those submitted for the previous Design Stage, or in respect of Design Stage 1, from the Design Proposal.

3. Initial Design Meeting

As soon as possible and no later than 10 Business Days after Financial Close, Project Co must coordinate and attend an initial design meeting with the State Representative to:

- (a) commence planning of the Design Development Process; and
- (b) discuss the Initial Design Management Plan.

4. Design Management Plan

4.1 Further updates to Design Management Plan (including Design Deliverables Overview)

- (a) Project Co must:

- (i) submit an updated design deliverables overview (**Design Deliverables Overview**) quarterly from Financial Close (or within such shorter time periods as reasonably requested by the State Representative) until the completion of the Design Development Process;
 - (ii) otherwise submit an updated Design Management Plan or a discrete component of the Design Management Plan (as applicable):
 - A. in accordance with the Delivery Phase Plans and Reports Schedule;
 - B. if reasonably requested by the State Representative to do so; and
 - C. otherwise as it considers necessary to reflect any changes to the nature or the status of the Works; and
 - (iii) submit any revisions, modifications or updated versions of the Design Management Plan (including the Design Deliverables Overview) to the State Representative for review in accordance with the Review Procedures.
- (b) In so far as there is any inconsistency between the Design Management Plan and this Deed, the requirements of this Deed will prevail.

4.2 Changes to Design Management Plan

- (a) Project Co must make changes to the Design Management Plan that are reasonably directed by the State Representative.
- (b) Without limiting paragraph (a), Project Co must make changes to the Design Management Plan that are directed by the State Representative if the State Representative reasonably forms the view that the approved Design Management Plan does not:
 - (i) adequately reflect or take into account the scope of the Design Development Process;
 - (iii) effectively or reliably result in the production of Design Deliverables that comply with the requirements of this Deed; or
 - (iv) allow the State or the Independent Certifier sufficient time in which to receive and review the Design Deliverables in accordance with the Review Procedures.

5. Design Development Presentations

5.1 Purpose of Design Development Presentations

The purpose of the Design Development Presentations is to:

- (a) (**Correctional Complex design**): visually demonstrate the design of the Correctional Complex (including the progressive development of the design of the Correctional Complex);
- (b) (**present and explain mock ups**): if requested by the State Representative, present and explain mock ups (including full scale or scale mock ups) of different components of the Correctional Complex;
- (c) (**key elevations and sections**): identify key elevations and sections;
- (d) (**consistent with the purposes of the Project**): demonstrate how the design of the Correctional Complex complements and is otherwise consistent with the purposes of the Project;
- (e) (**fly-throughs**): provide updated animations and fly throughs of the areas within the Correctional Complex;
- (f) (**sample boards**): provide updated sample boards;
- (g) (**consistent with Design Requirements**): demonstrate that the design is such that the Correctional Complex is consistent with the Design Requirements and will satisfy the FFP Warranty; and

- (h) **(issues identified by State Representative):** address specific issues otherwise identified by the State Representative.

5.2 Frequency, notice and attendance at Design Development Presentations

- (a) Project Co must undertake the Design Development Presentations generally in accordance with the Design Development Sub-Program and otherwise at the request of the State Representative (acting reasonably) and must give the State Representative and other proposed attendees approved by the State Representative 10 Business Days' notice of the conduct of a Design Development Presentation.
- (b) Project Co must ensure that as a minimum the D&C Subcontractor and the lead designers attend such Design Development Presentations to provide explanations concerning the design and any other relevant supporting information.
- (c) Project Co must also provide any additional Design Development Presentations requested by the State Representative (acting reasonably).

6. Design Development Sub-Program

The requirements for the Design Development Sub-Program are set out in the Programming Requirements. Project Co must submit Design Deliverables for review by the State and the Independent Certifier in accordance with the Design Development Sub-Program.

7. For Construction Documentation

- (a) Subject to paragraph (b), Project Co must only use the For Construction Documentation that has been reviewed by the State and the Independent Certifier in accordance with the Review Procedures for the purposes of construction of the Correctional Complex.
- (b) Project Co may amend the For Construction Documentation in accordance with paragraph (c) and proceed to construct the Correctional Complex in accordance with the For Construction Documentation (as amended) without the State and the Independent Certifier having first reviewed those amendments, provided that:
 - (i) the amendments are, in the reasonable opinion of a professional engaged in the design, documentation and construction of projects similar to the Correctional Complex:
 - A. for documentation and design coordination purposes;
 - B. minor drafting amendments; or
 - C. in the nature of amendments typical to or reasonably required as part of the design, documentation and construction process in projects similar to the Correctional Complex; and
 - (ii) Project Co has submitted details of the amendment to the State and the Independent Certifier for review.
- (c) Project Co must amend the For Construction Documentation in accordance with the details provided in its notice under paragraph (b)(ii) and provide the updated copies to the State on no less than a monthly basis.
- (d) Nothing in this section 7 will relieve Project Co from, or alter, affect or reduce, the obligations and Liabilities of Project Co in accordance with the State Project Documents or at Law.

8. Building Group Table

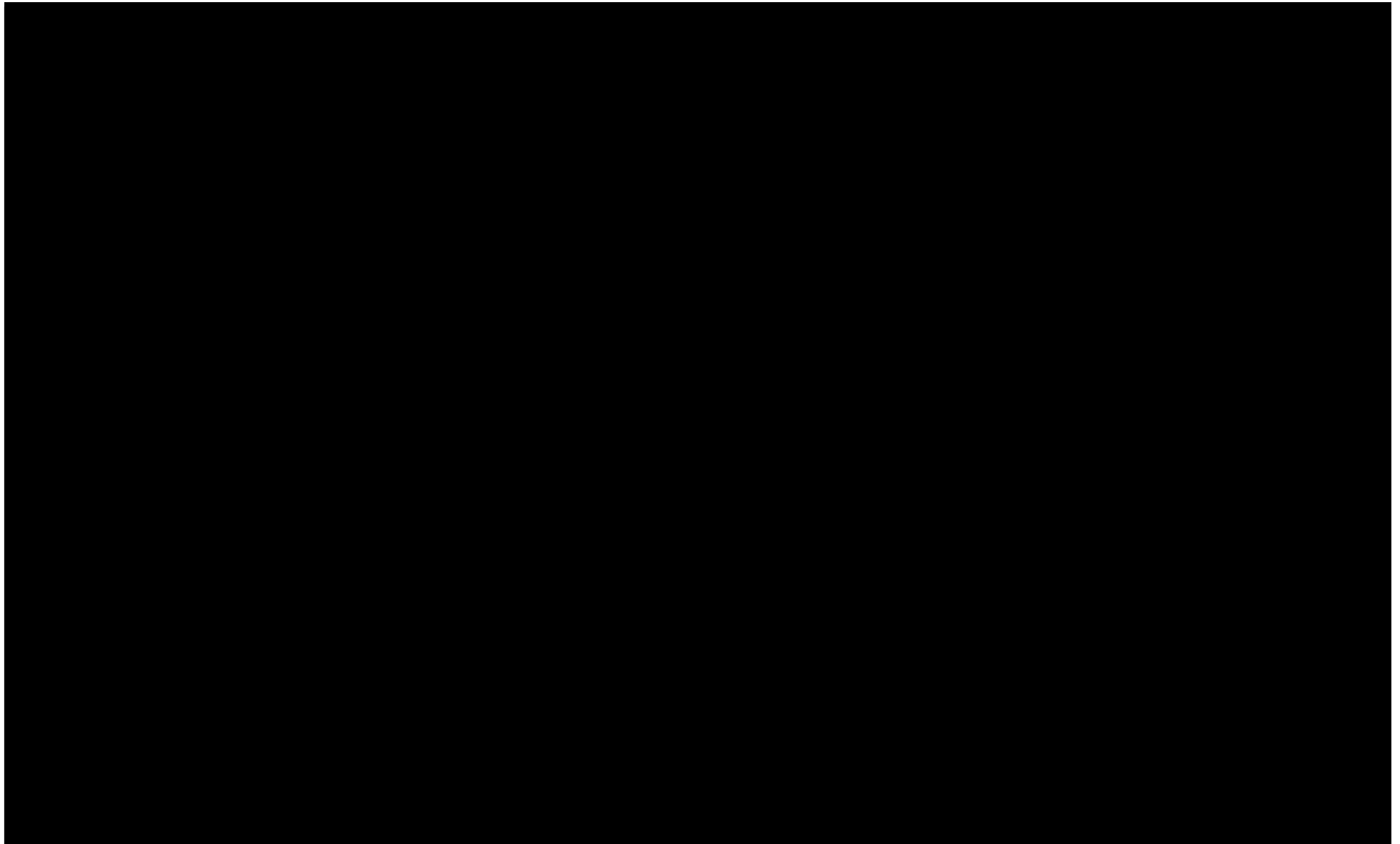
The following table defines the buildings required by the State within each [REDACTED]

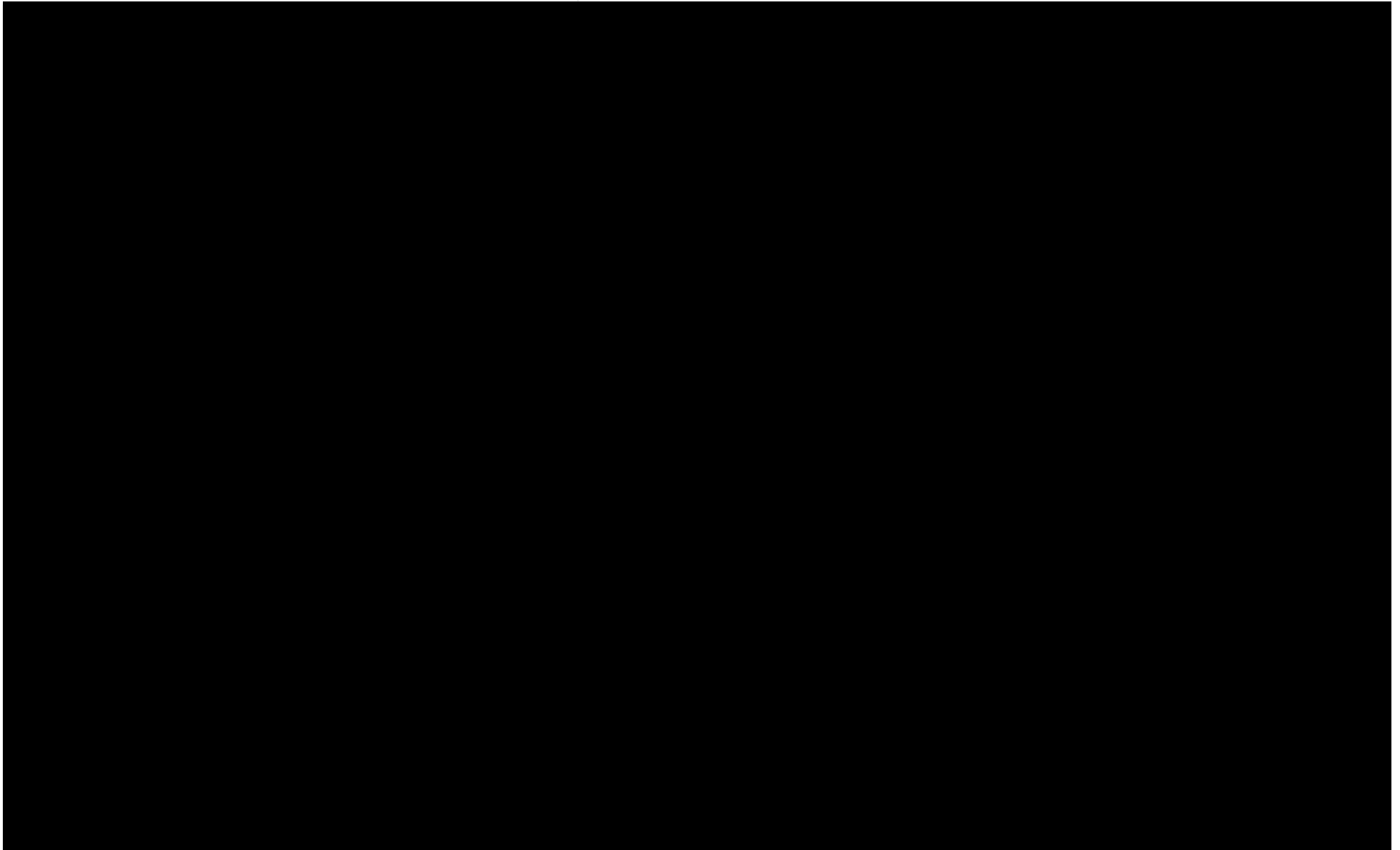
Building group	Building areas
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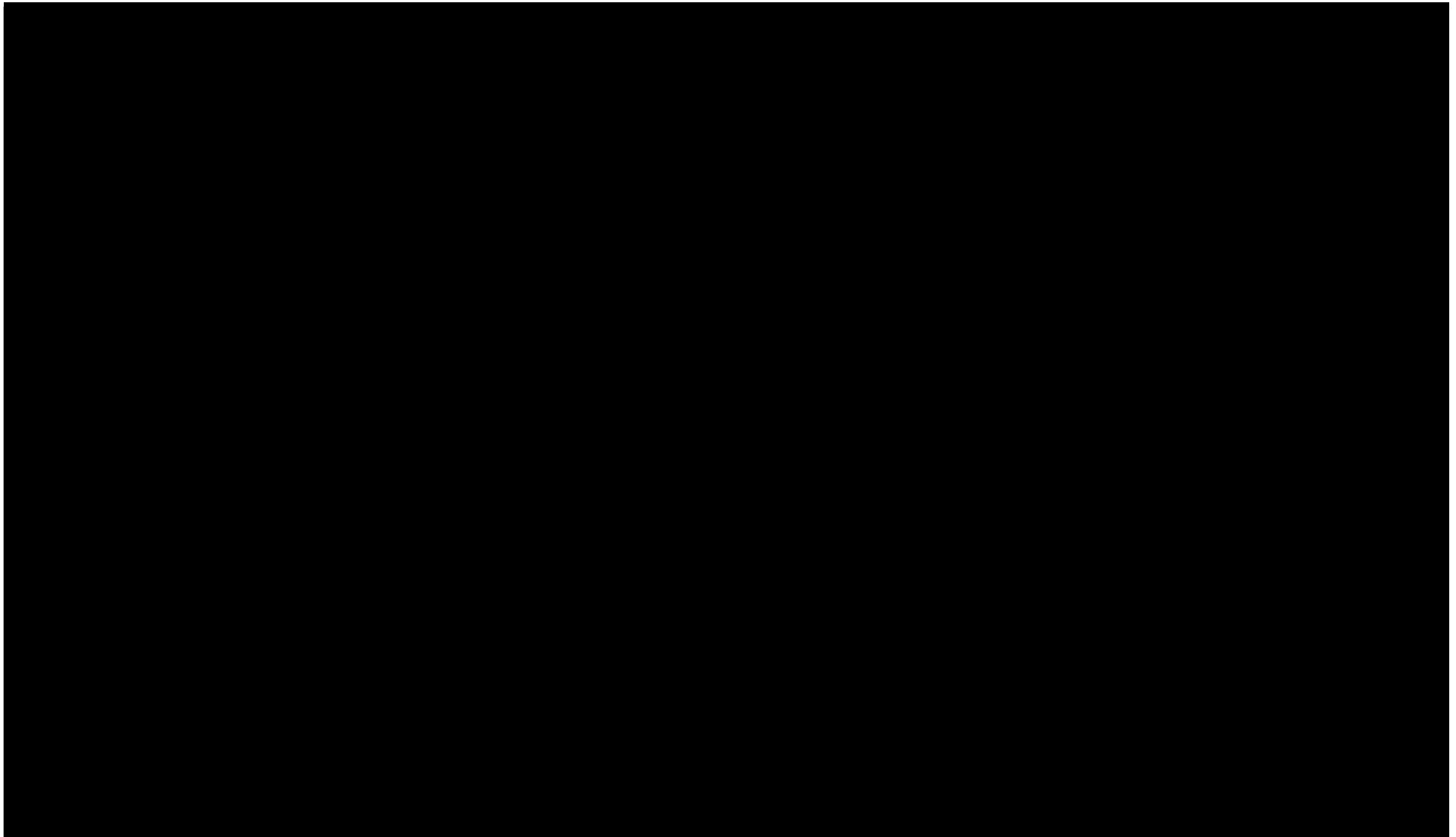
Building group	Building areas

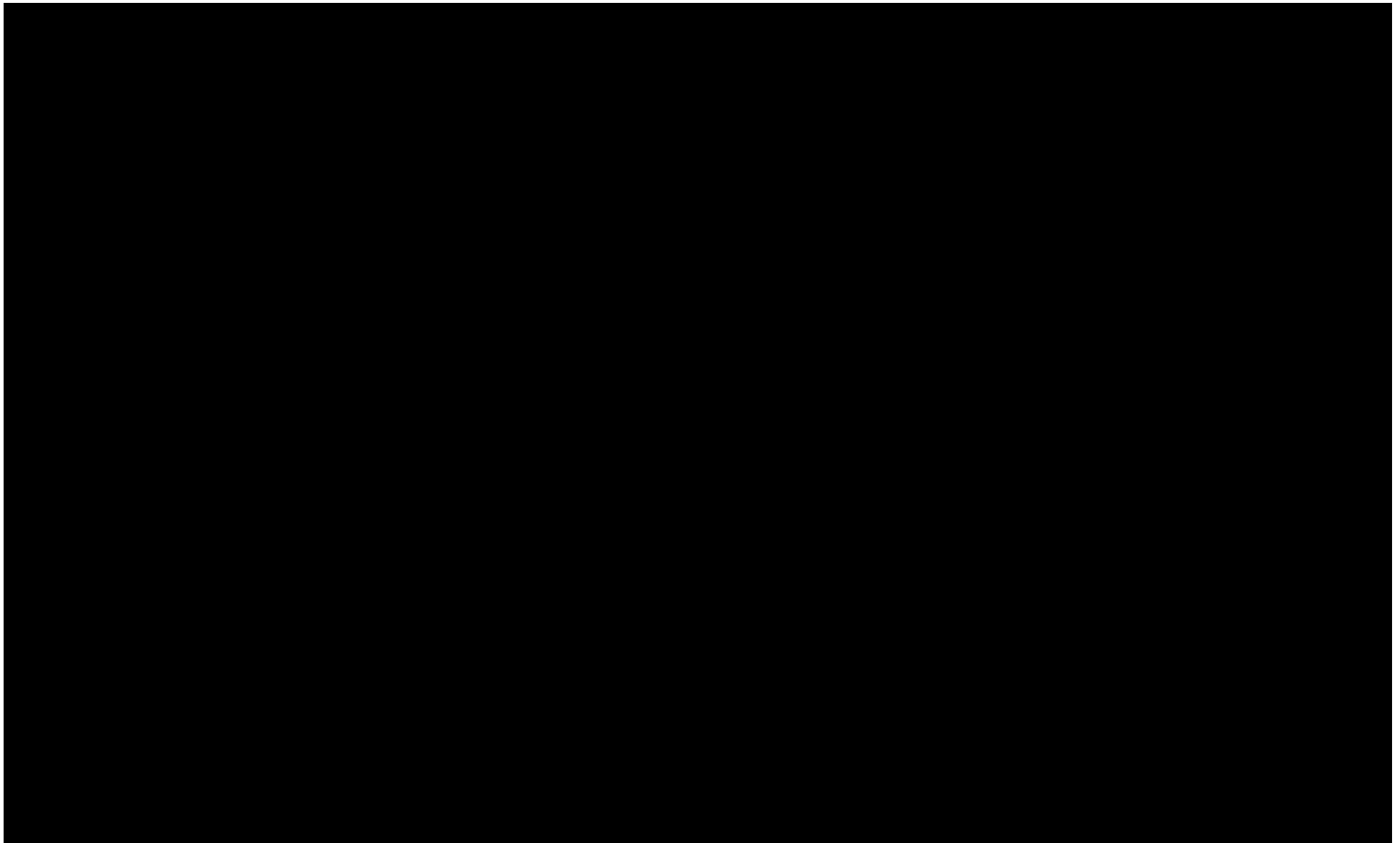
9. Design Deliverables Tables

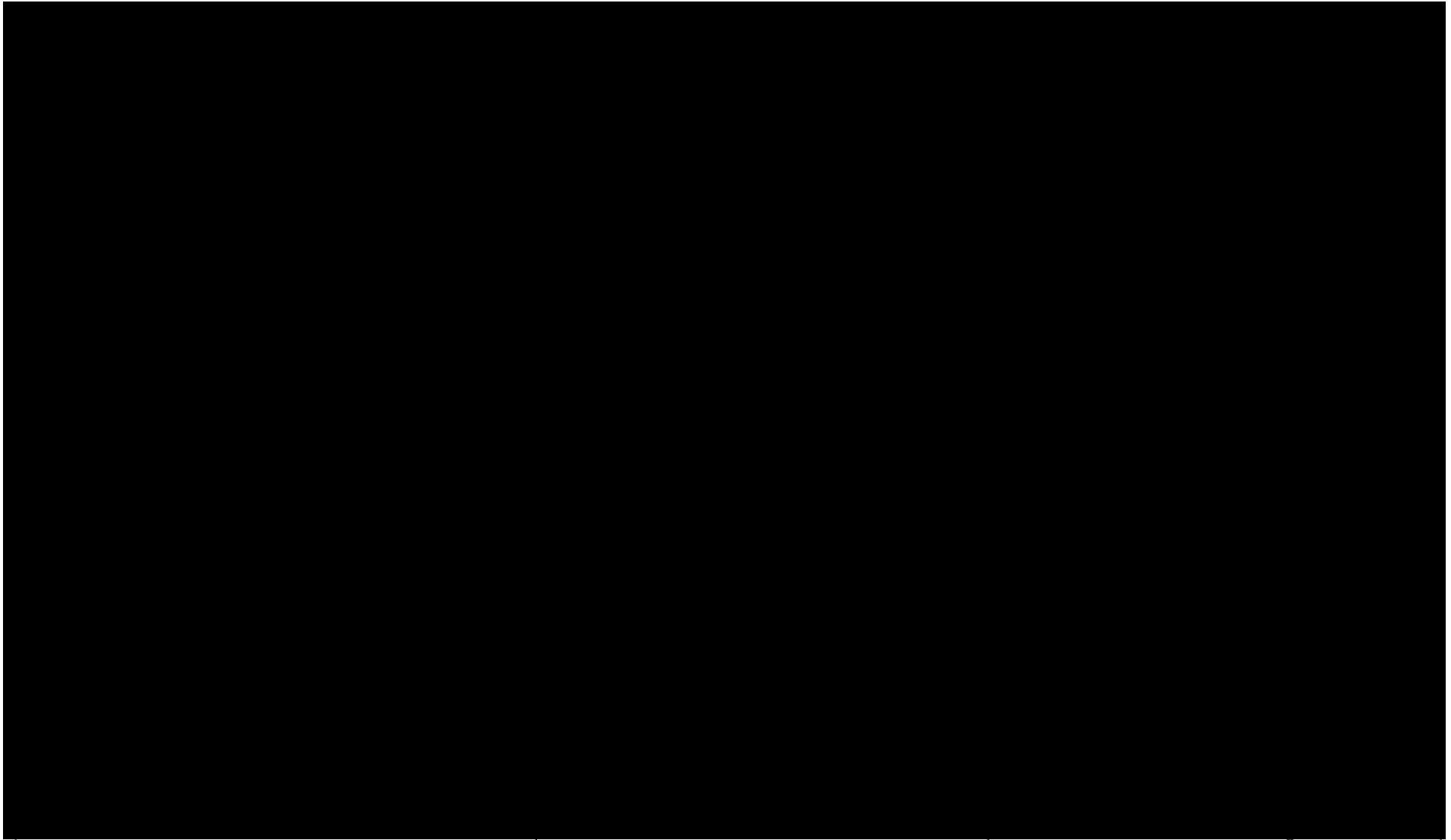
To the extent that the Design Deliverables Tables include references to areas within the Site or Correctional Complex and those terms are not defined in clause 1 of this Deed or section 1 of this Schedule, the meaning given to those terms in the glossary to the Output Specification will apply for the purposes of the Design Deliverables Tables.

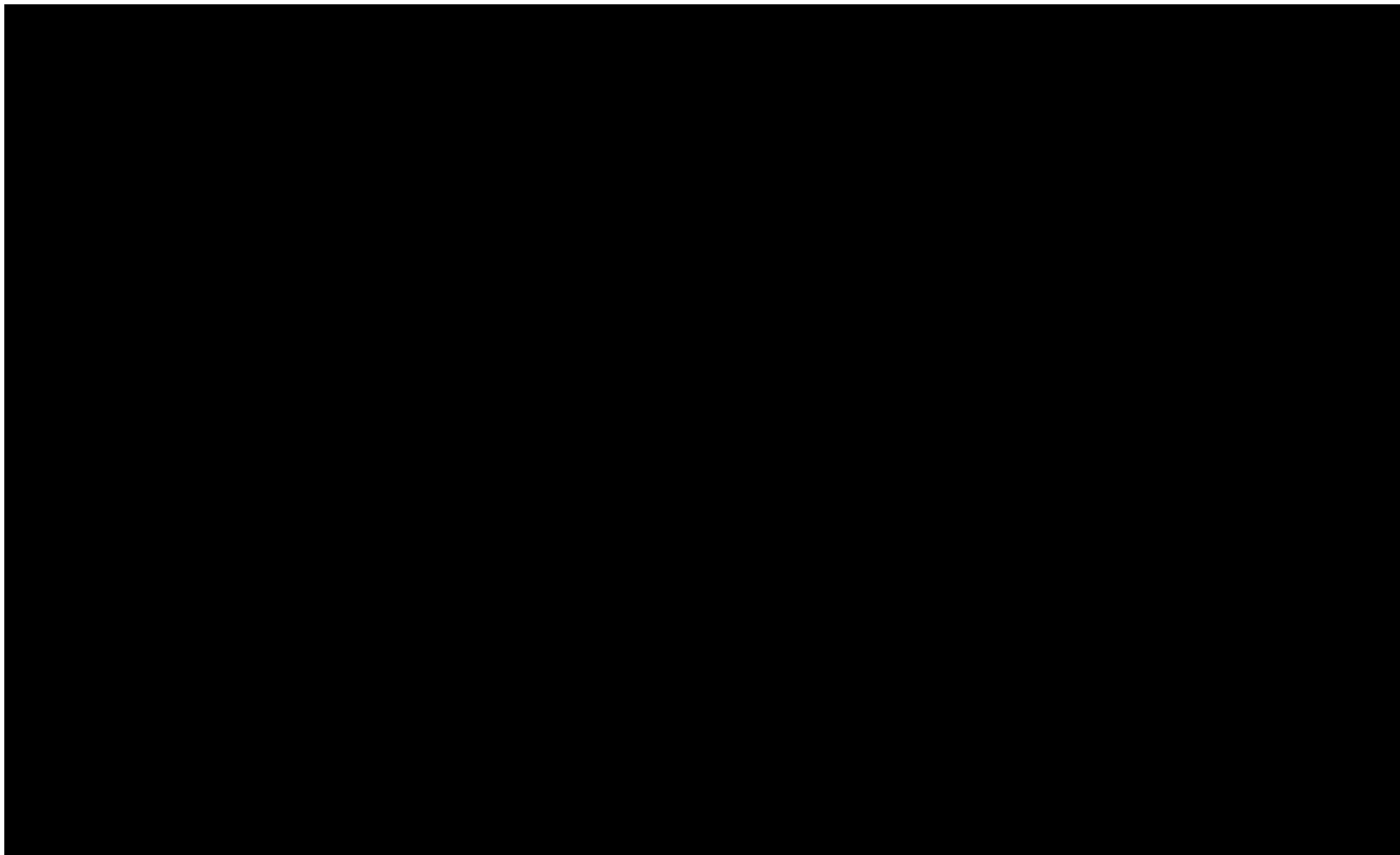


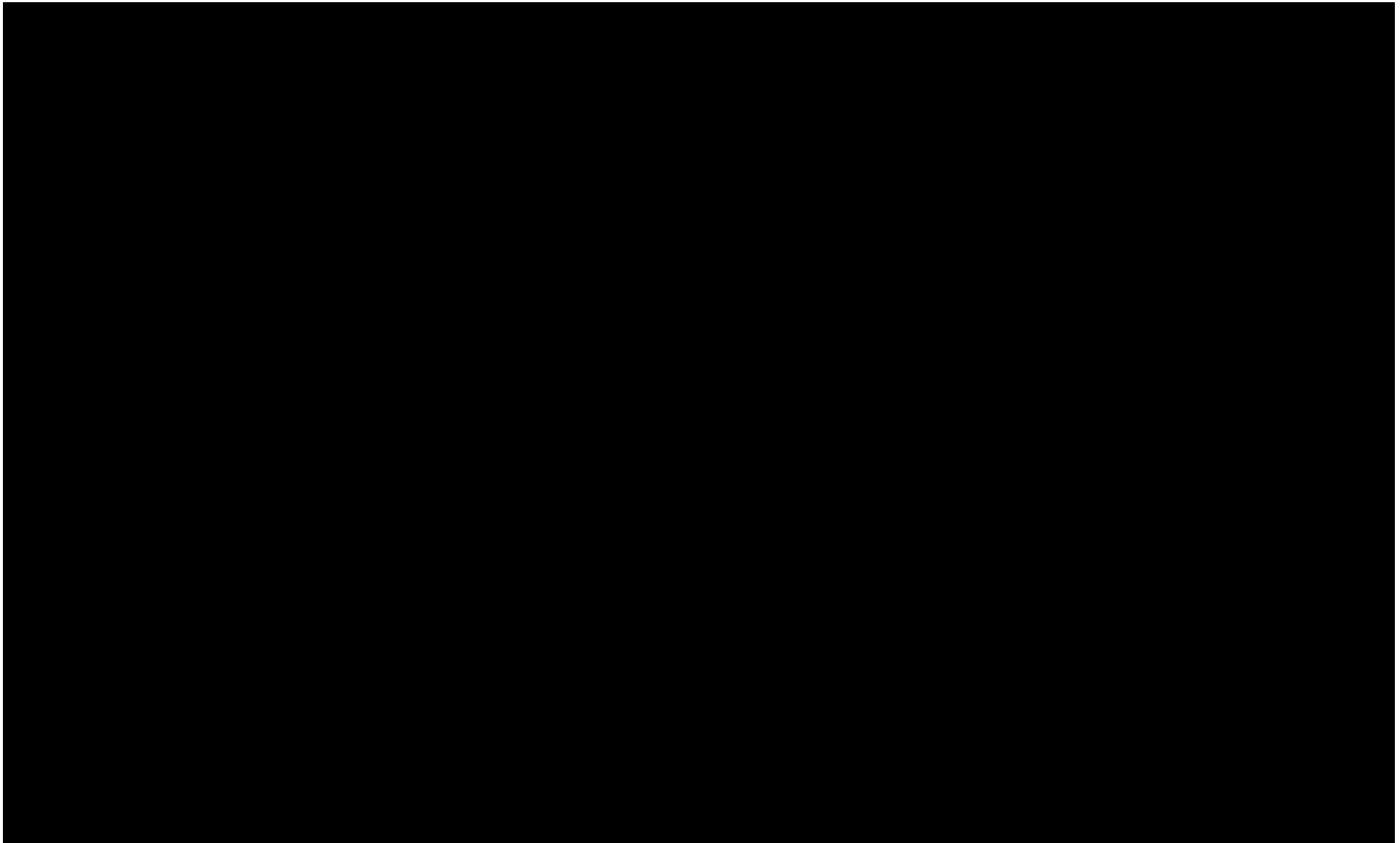


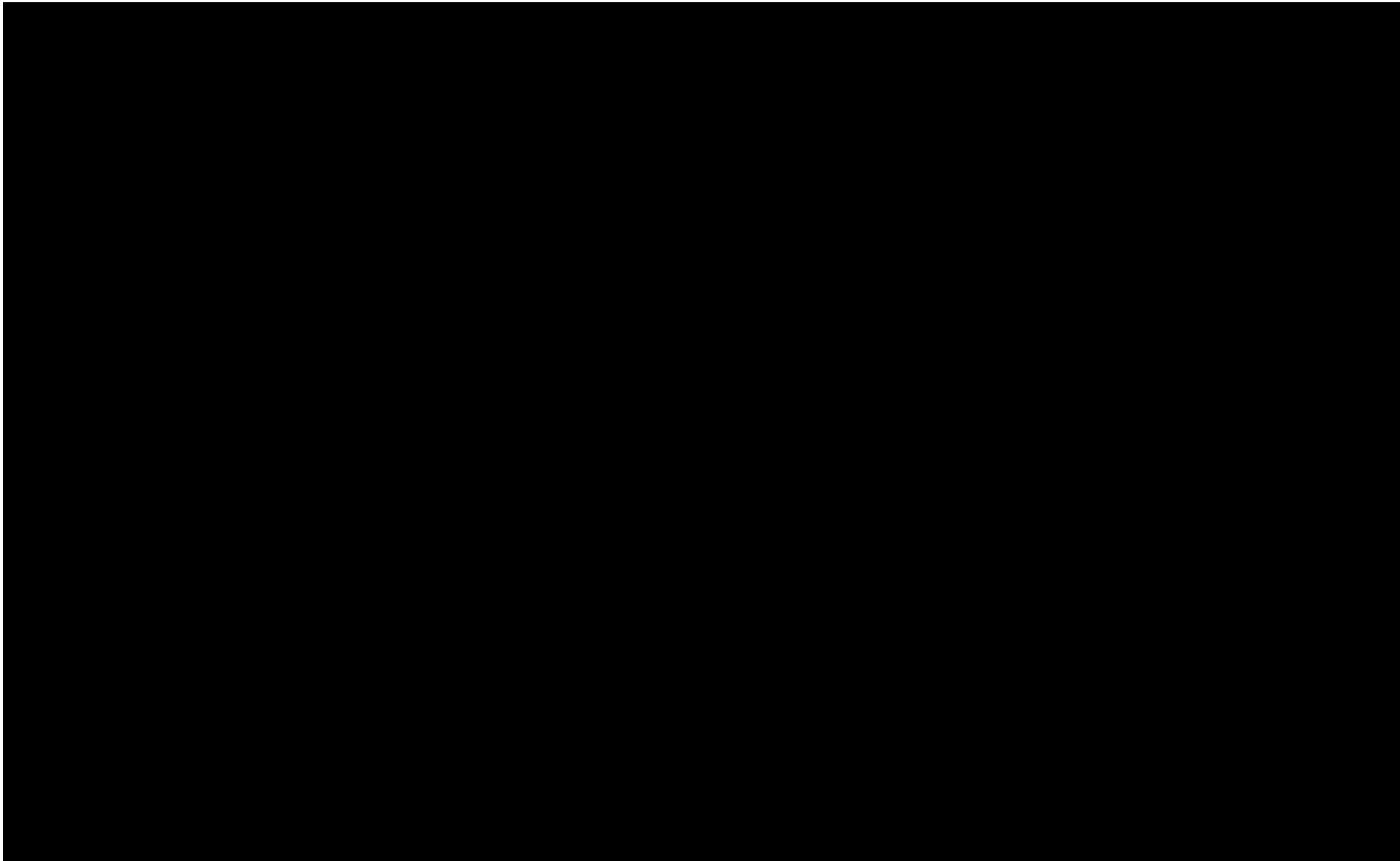


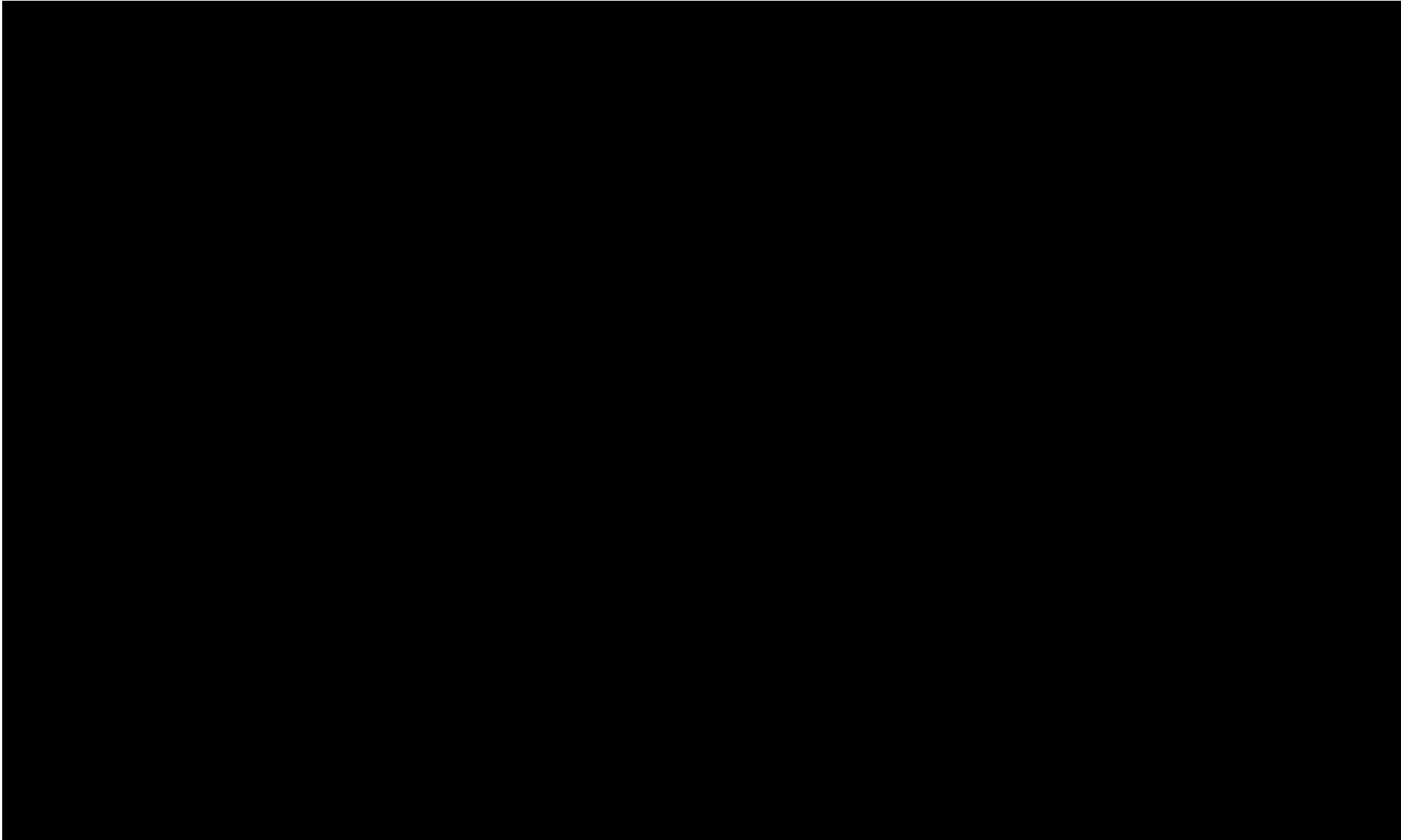




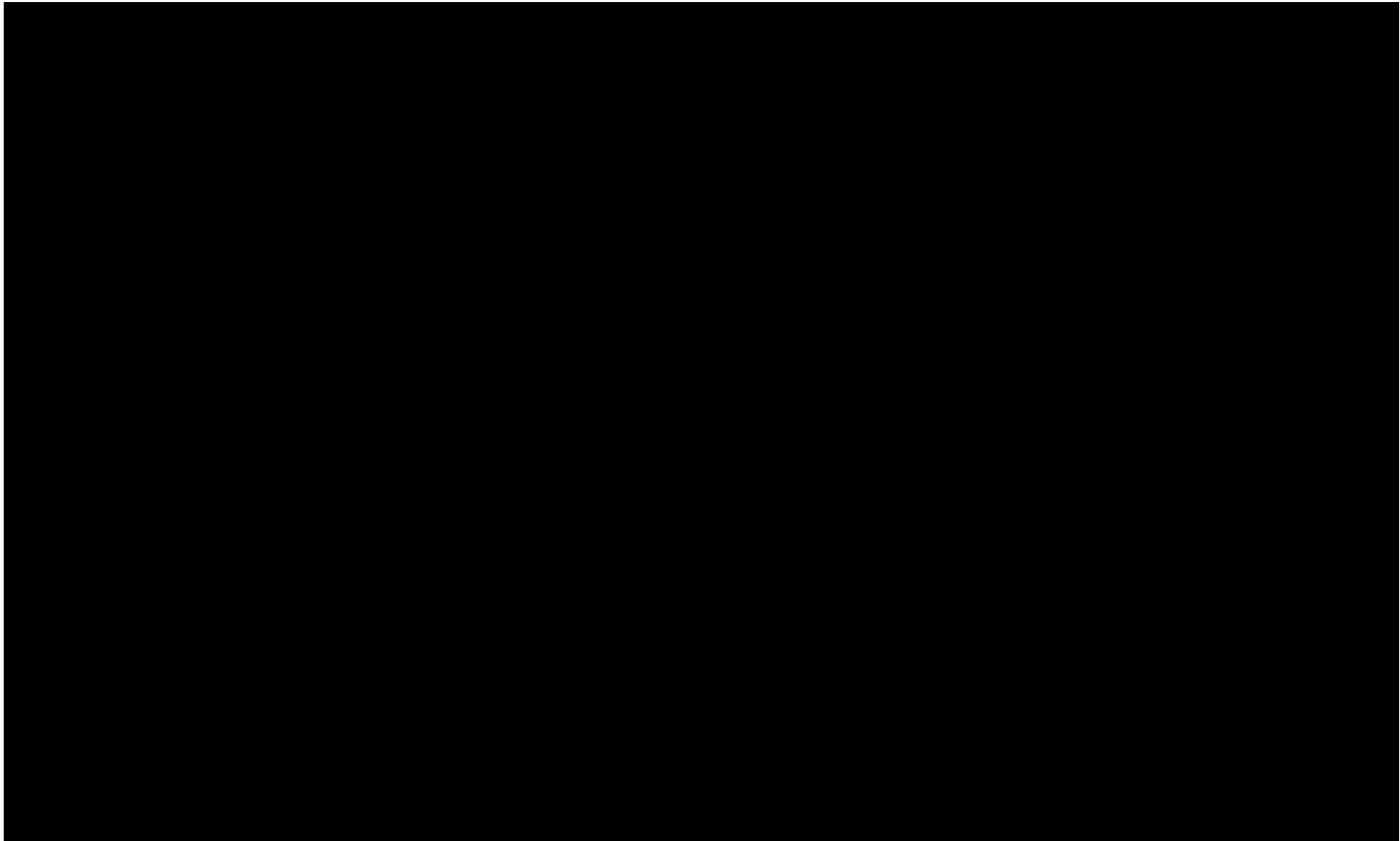


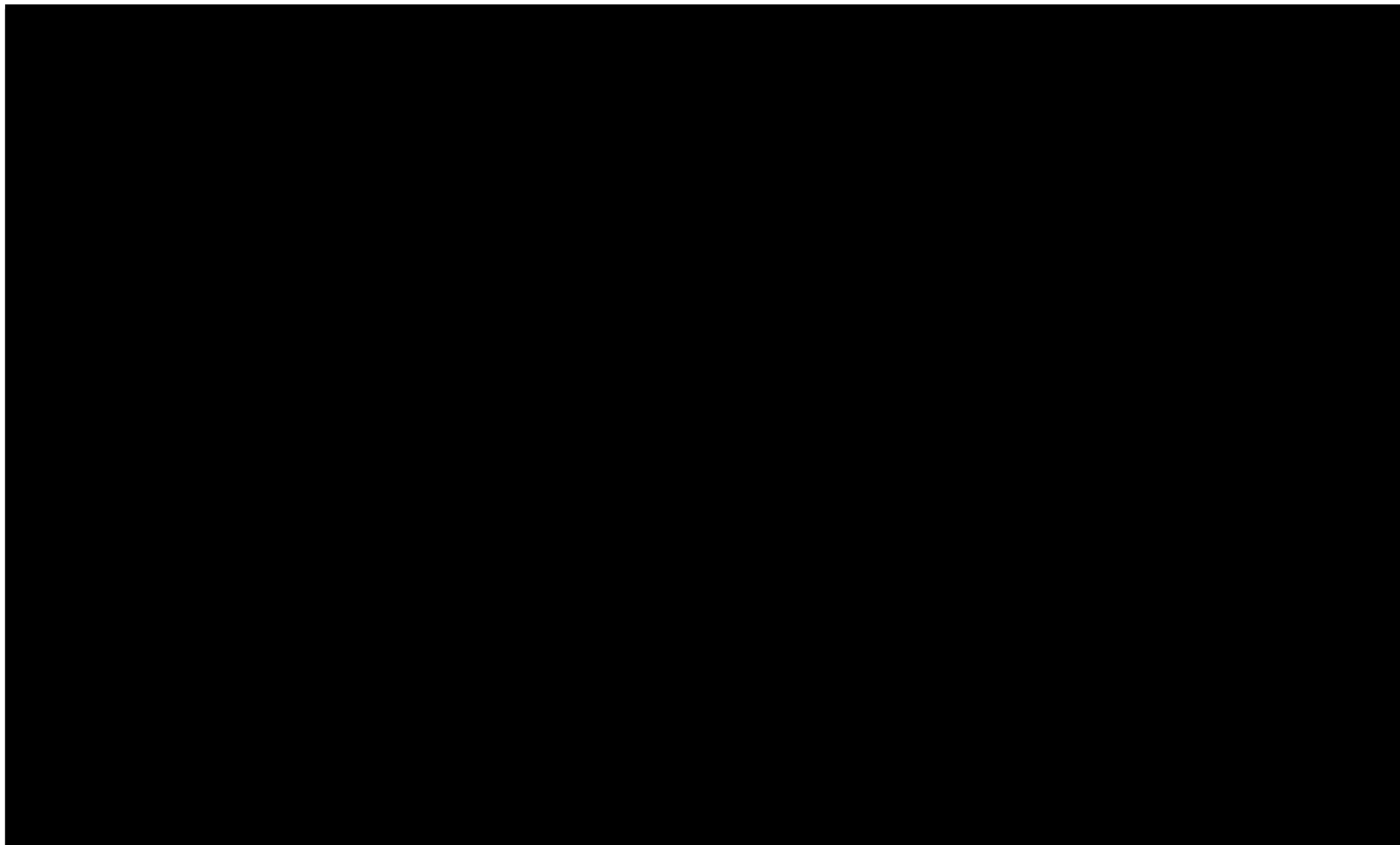


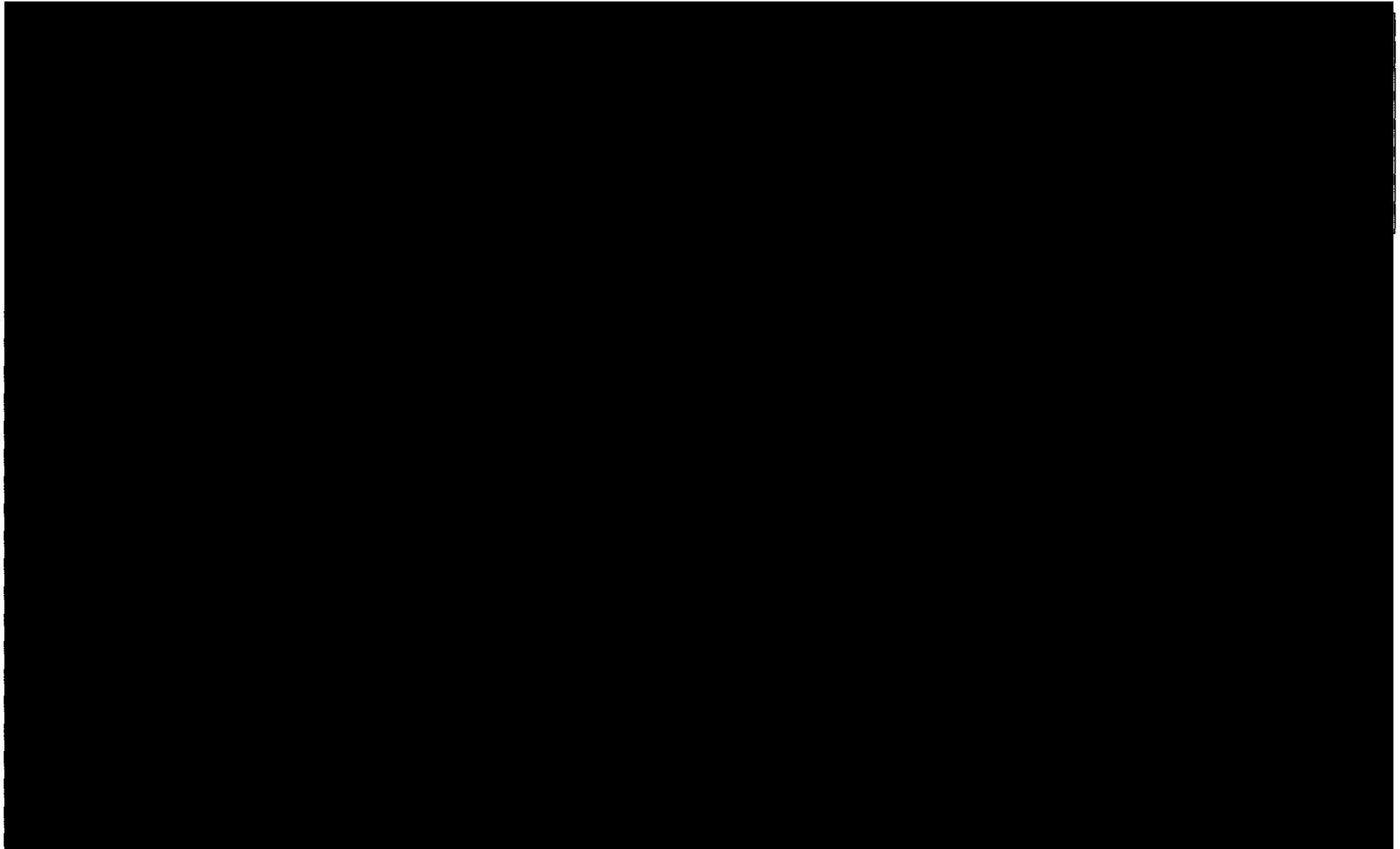


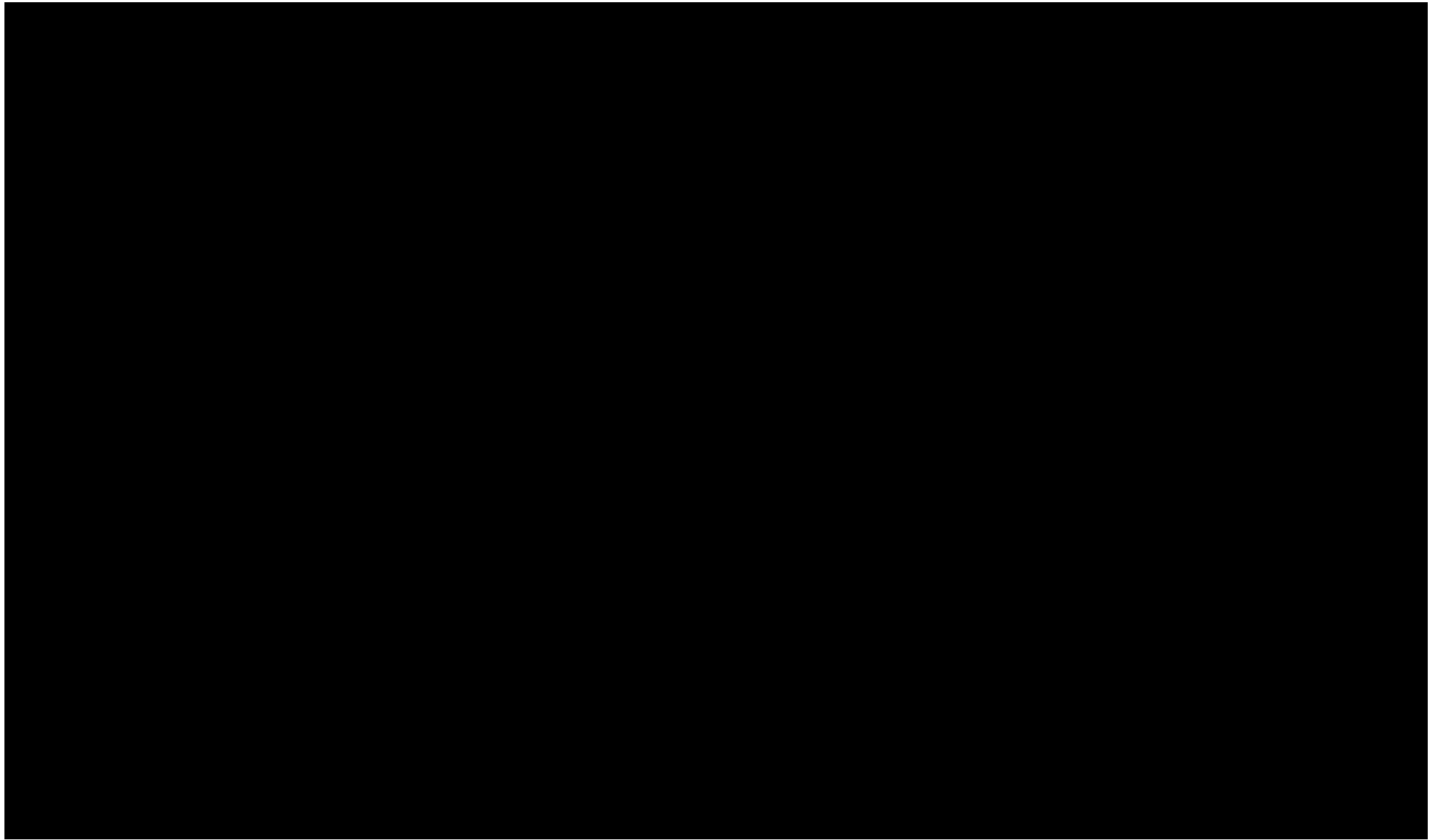


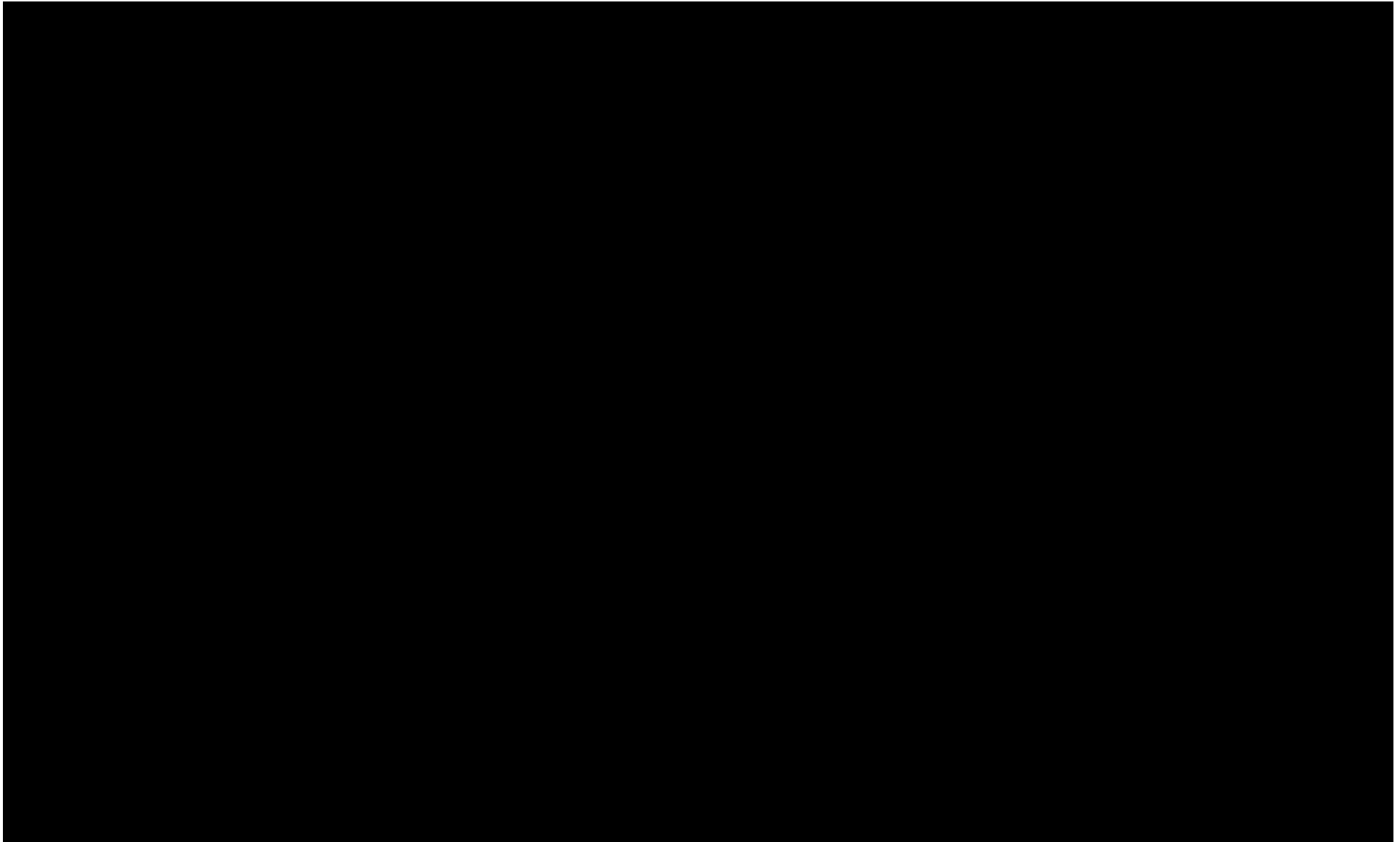


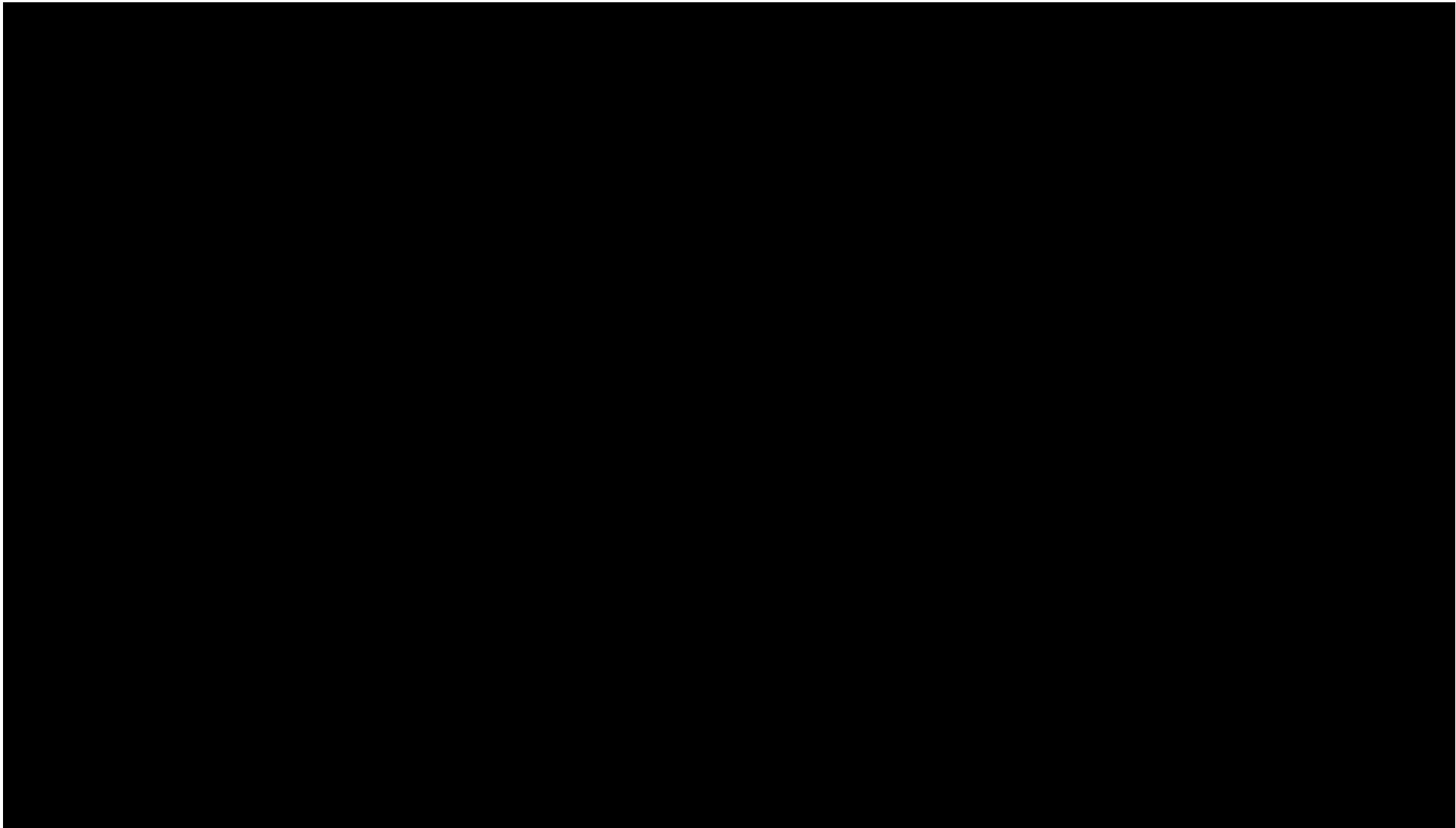


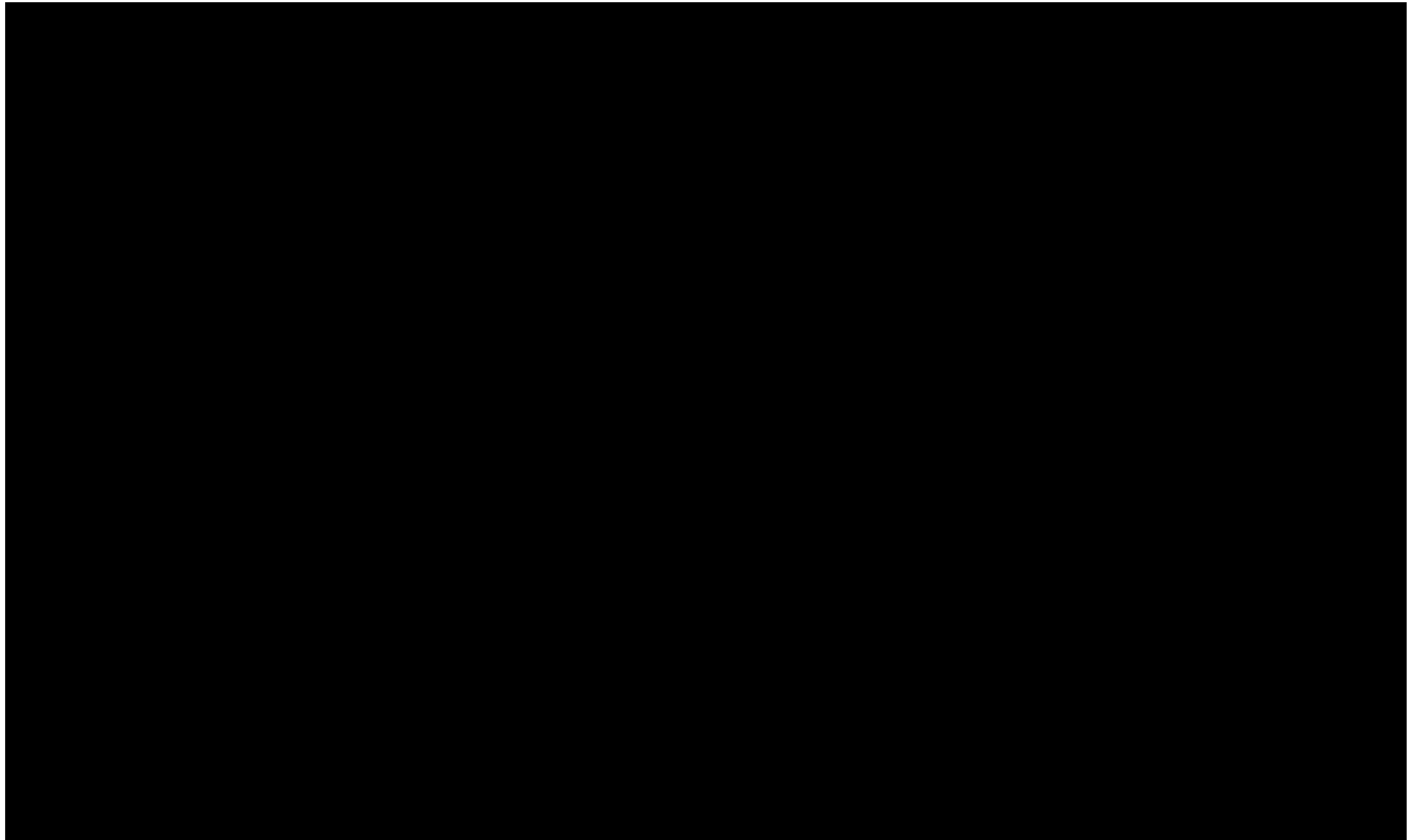


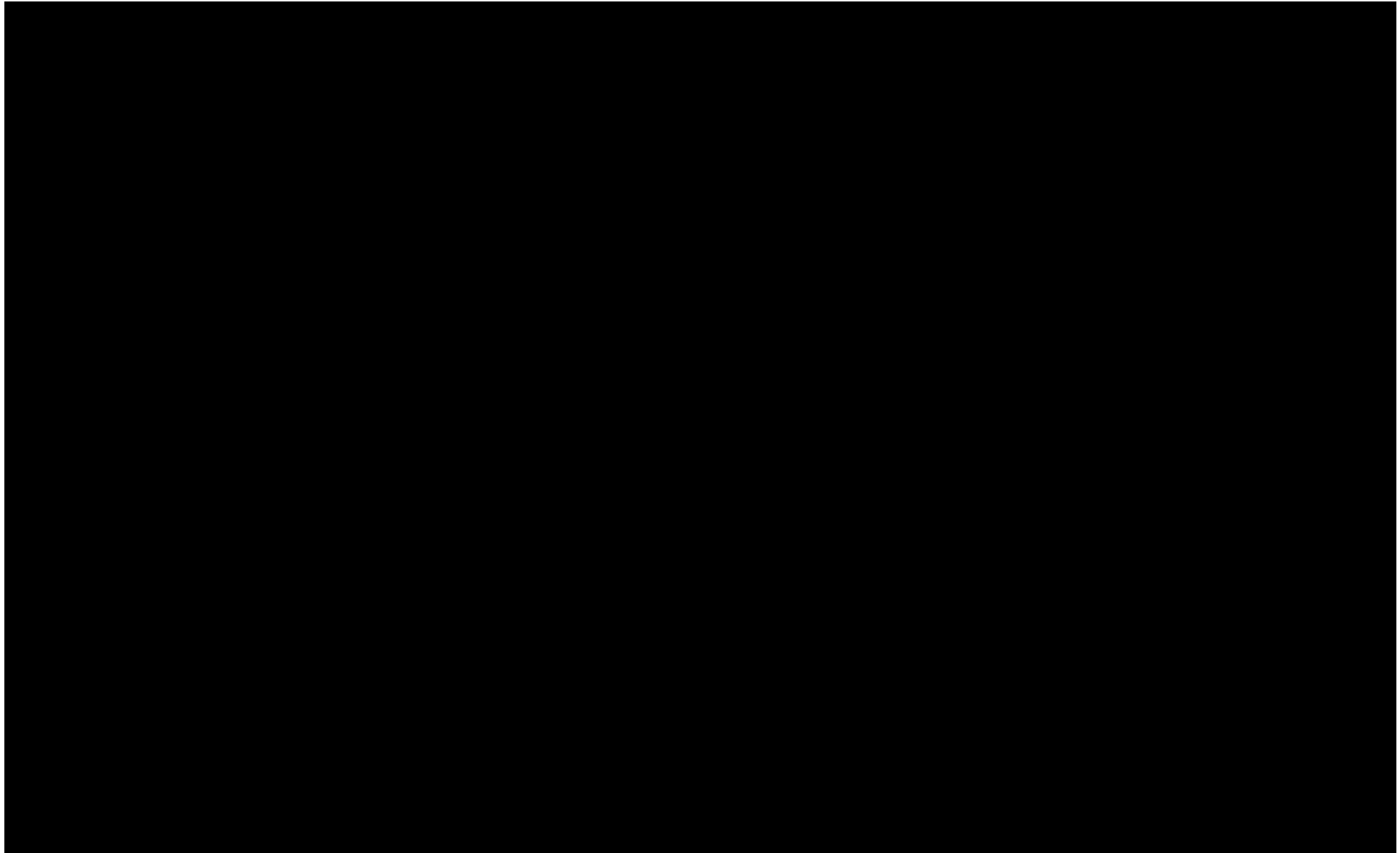


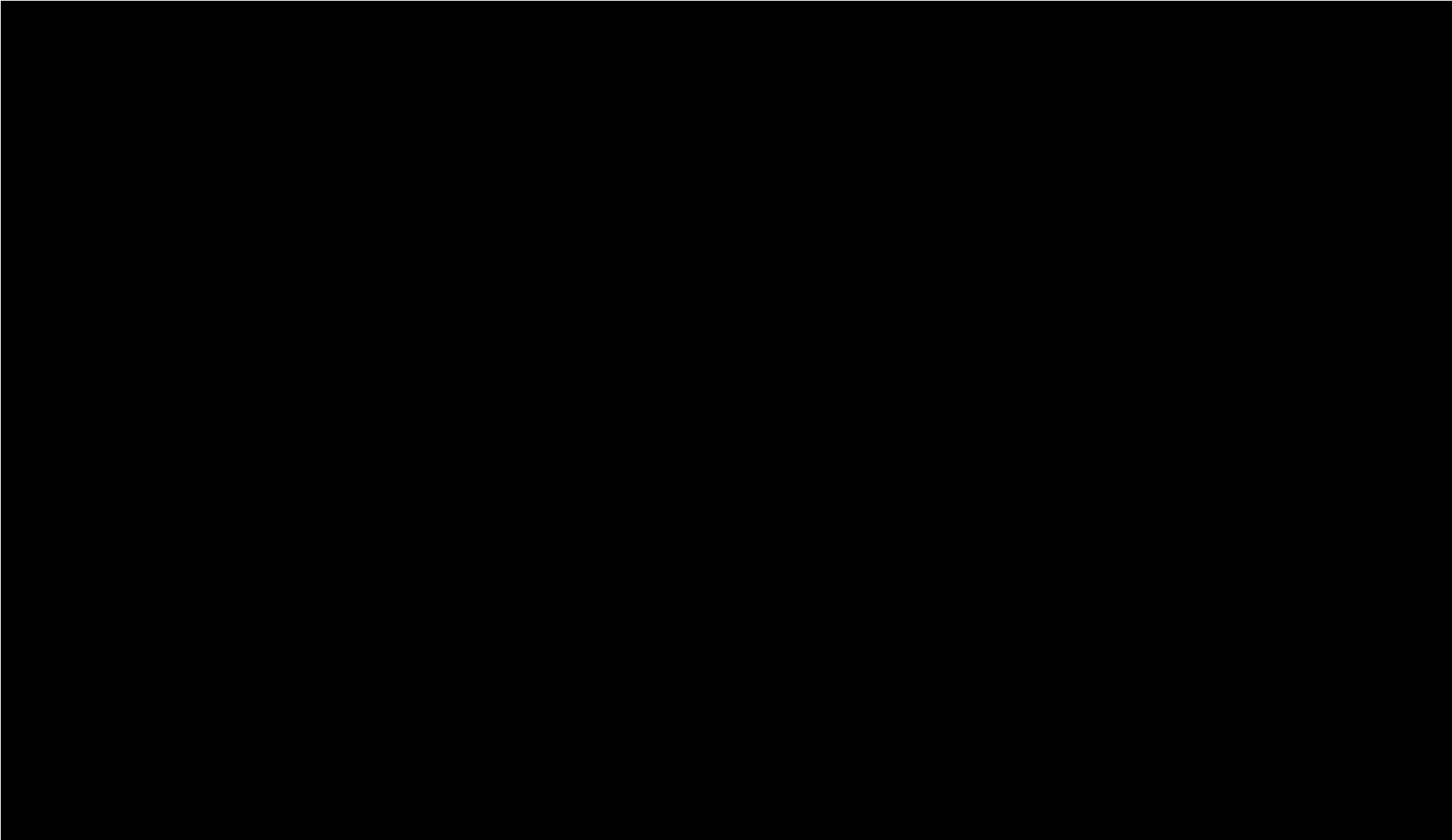




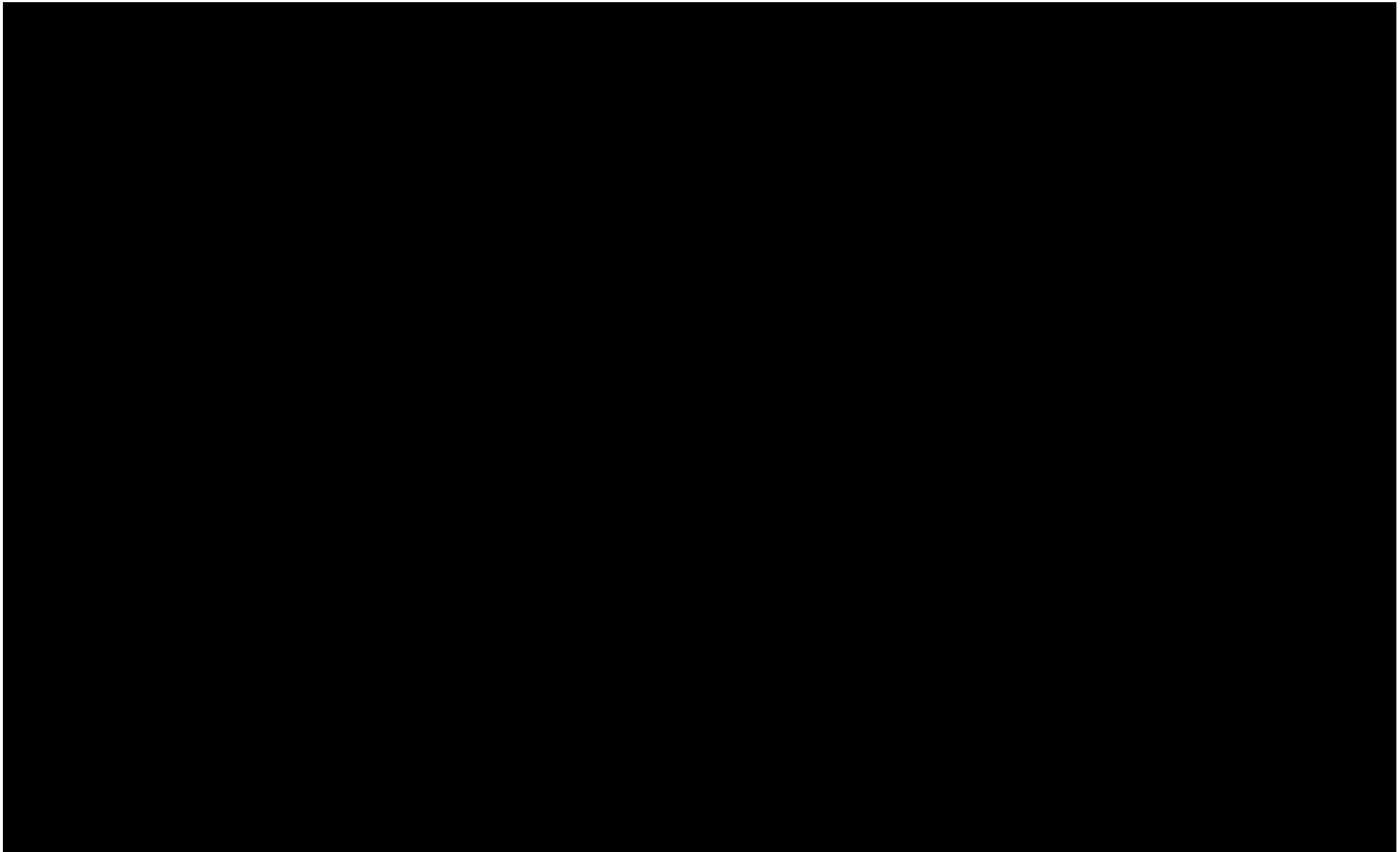


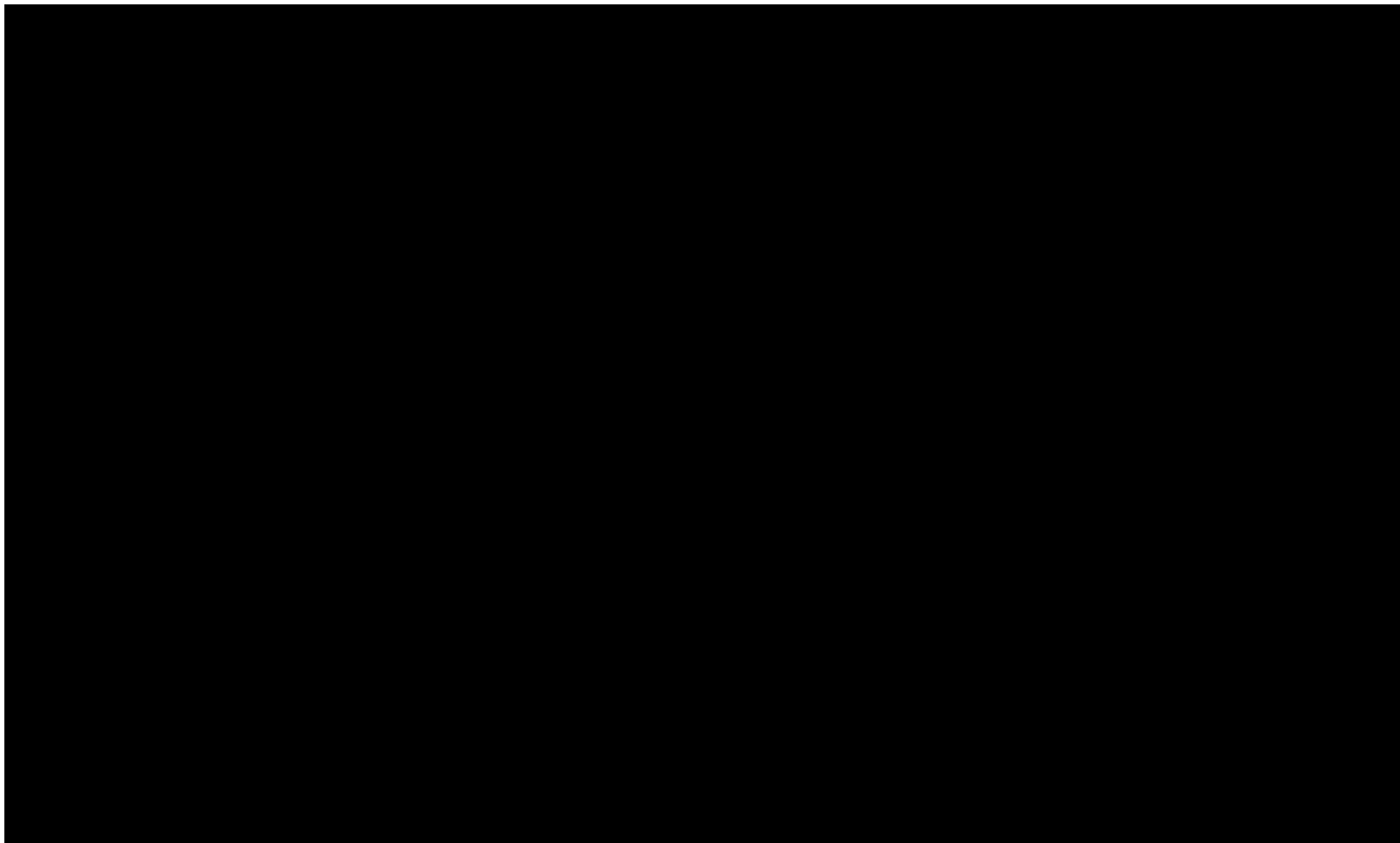


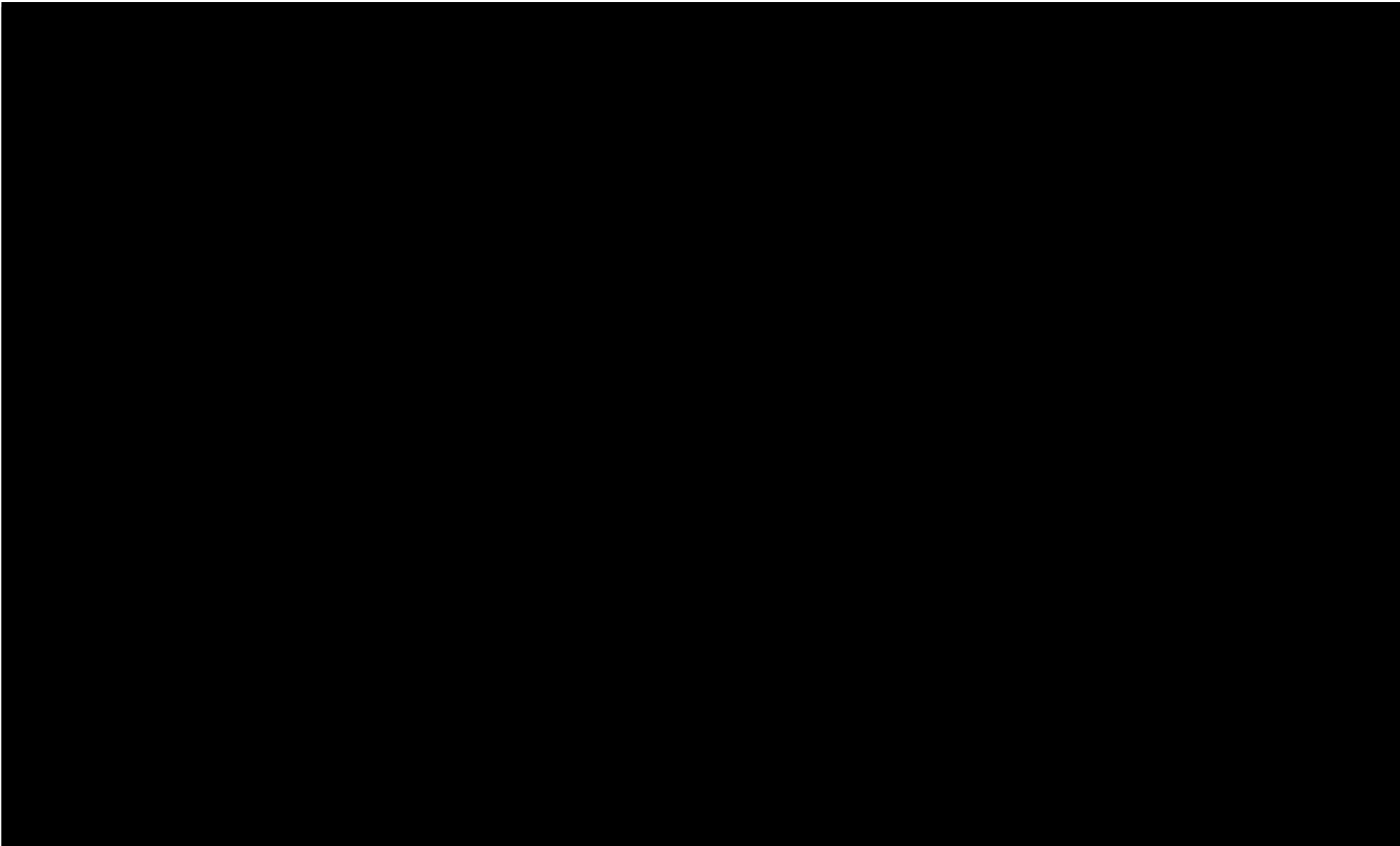


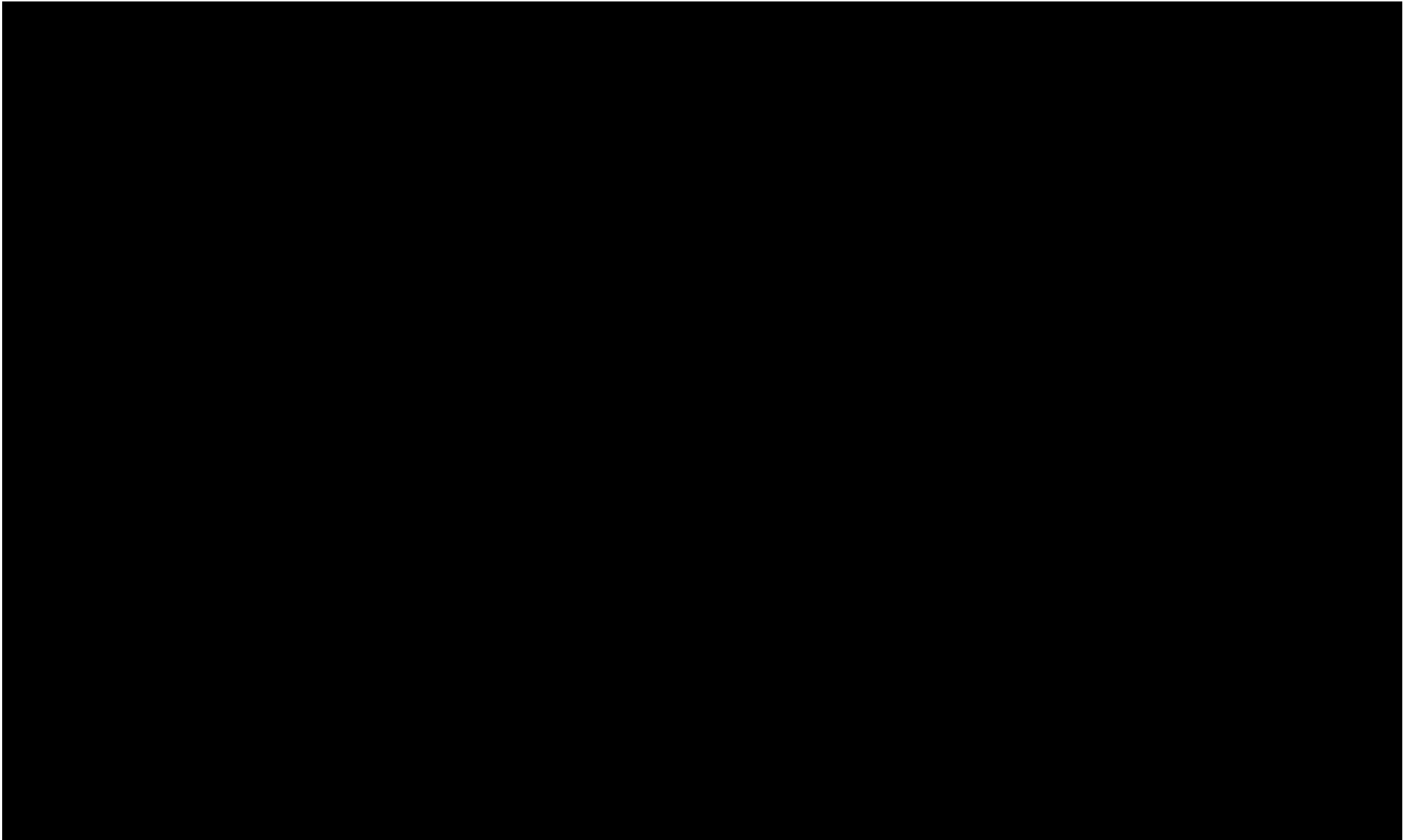


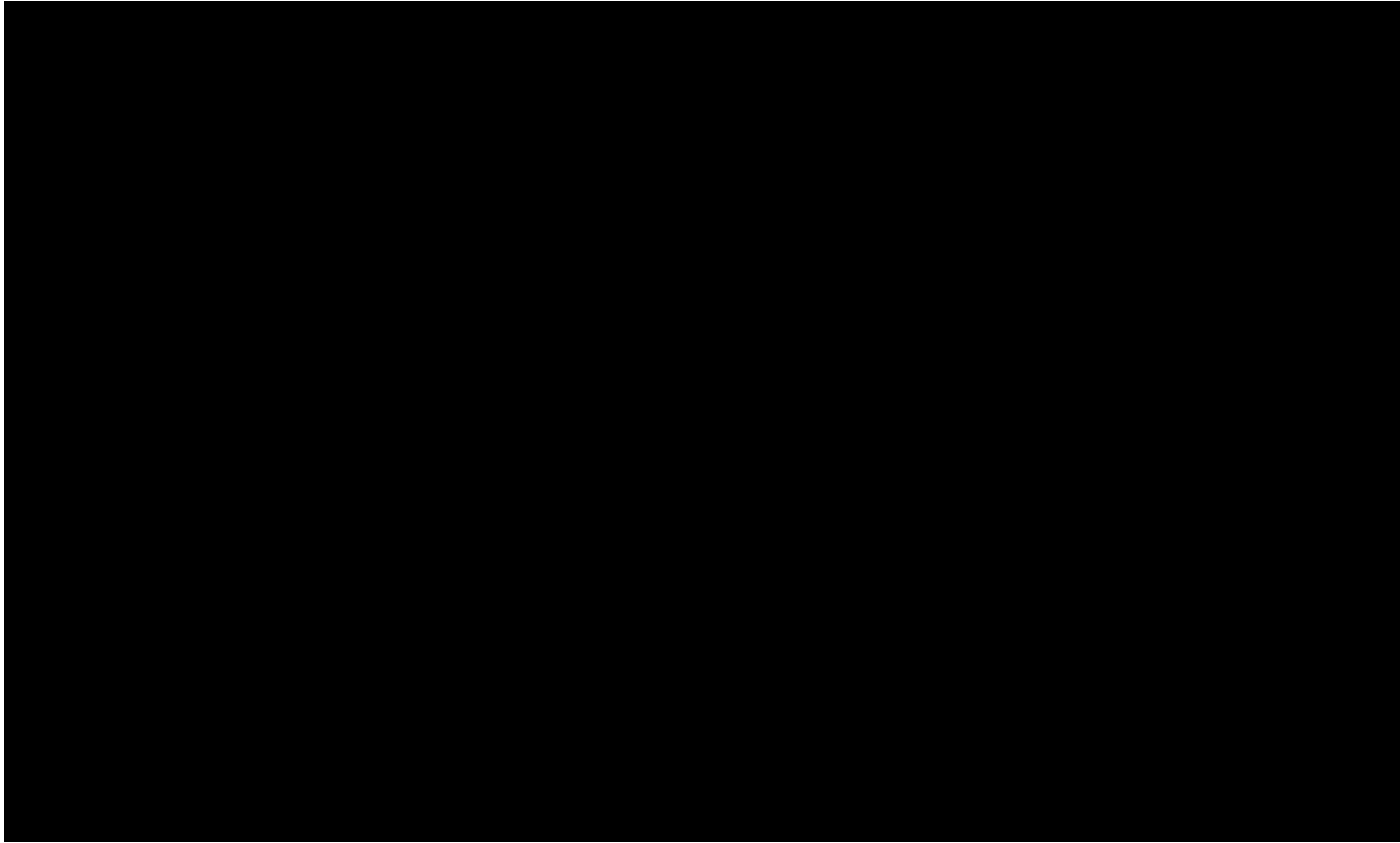


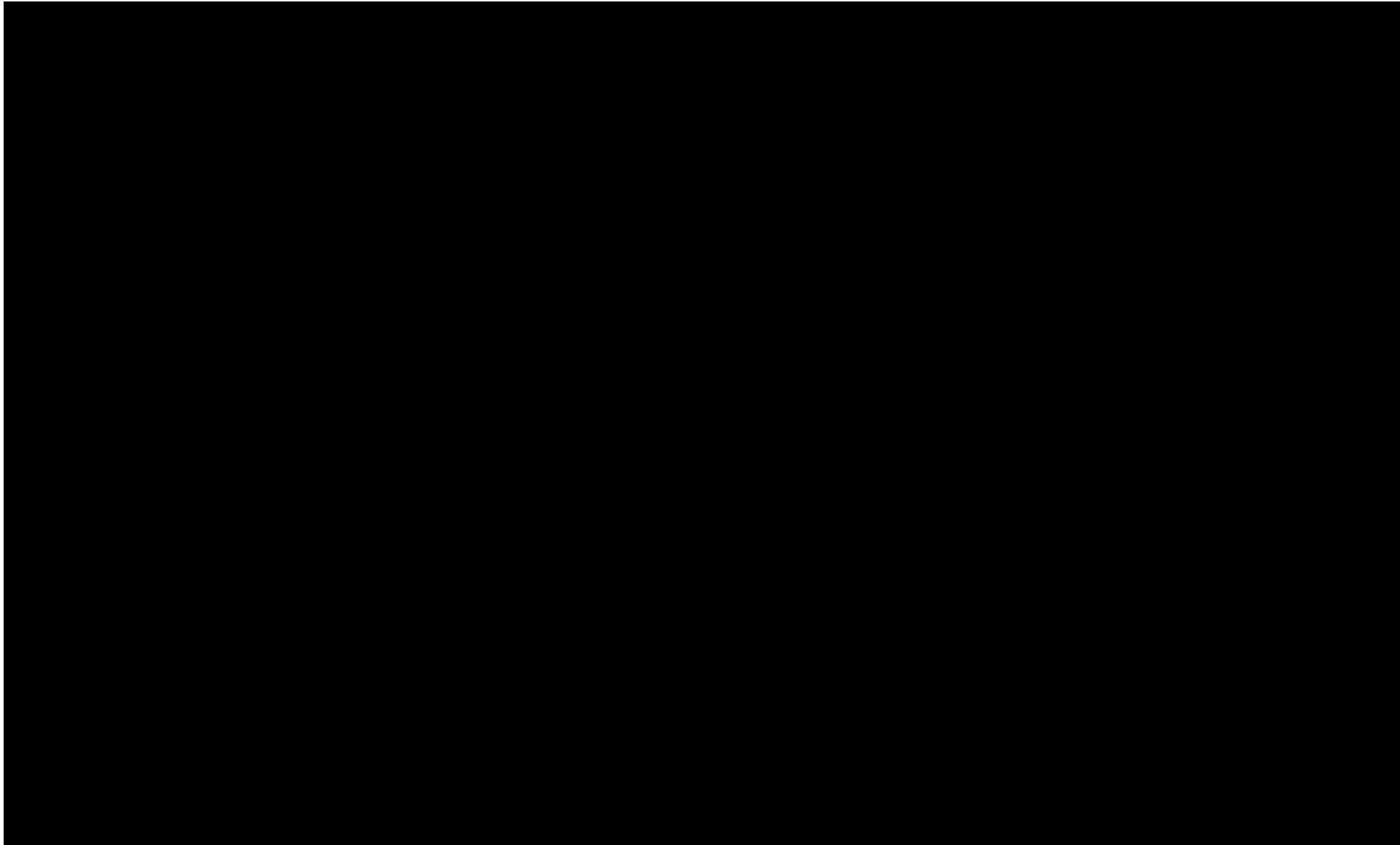


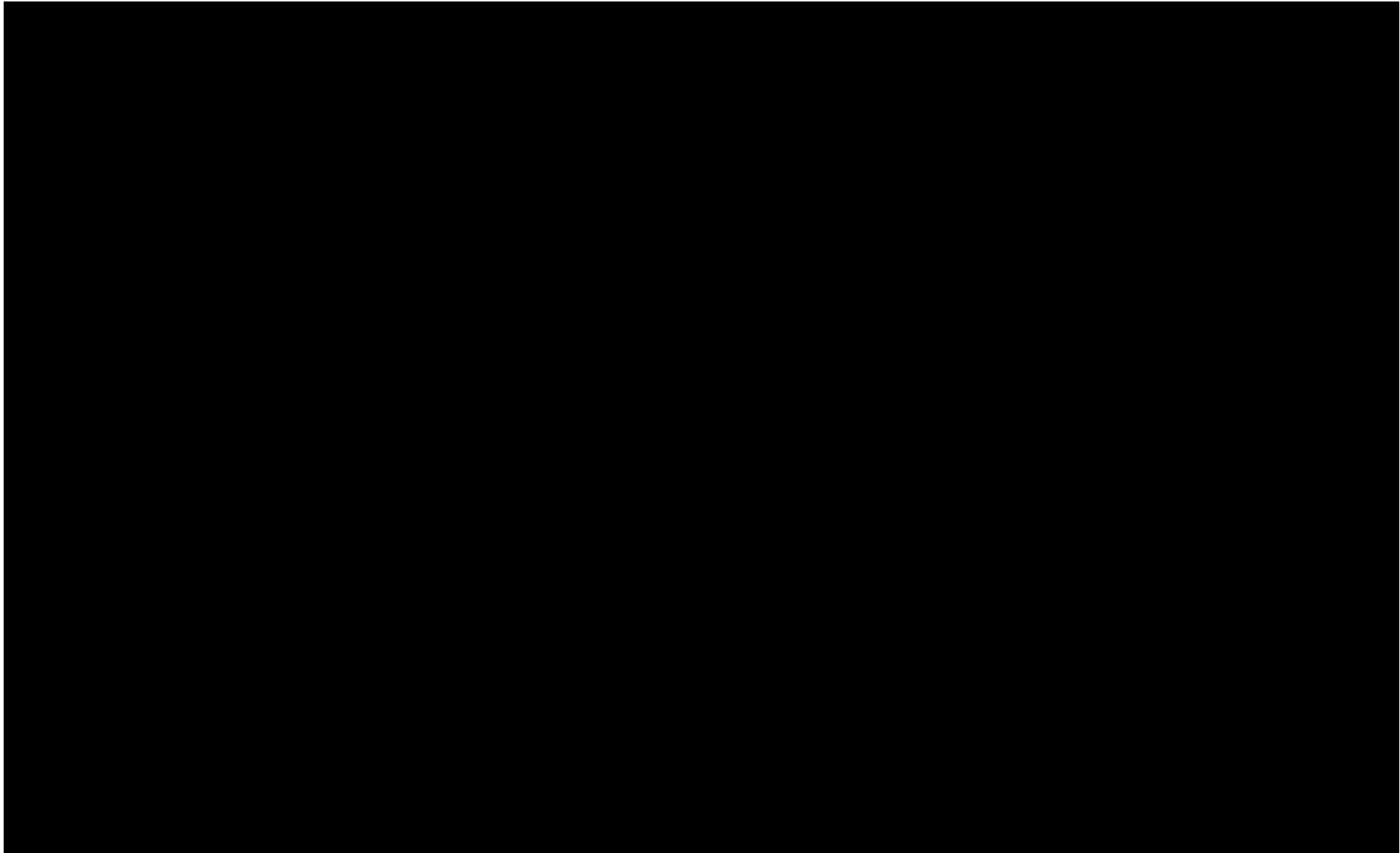


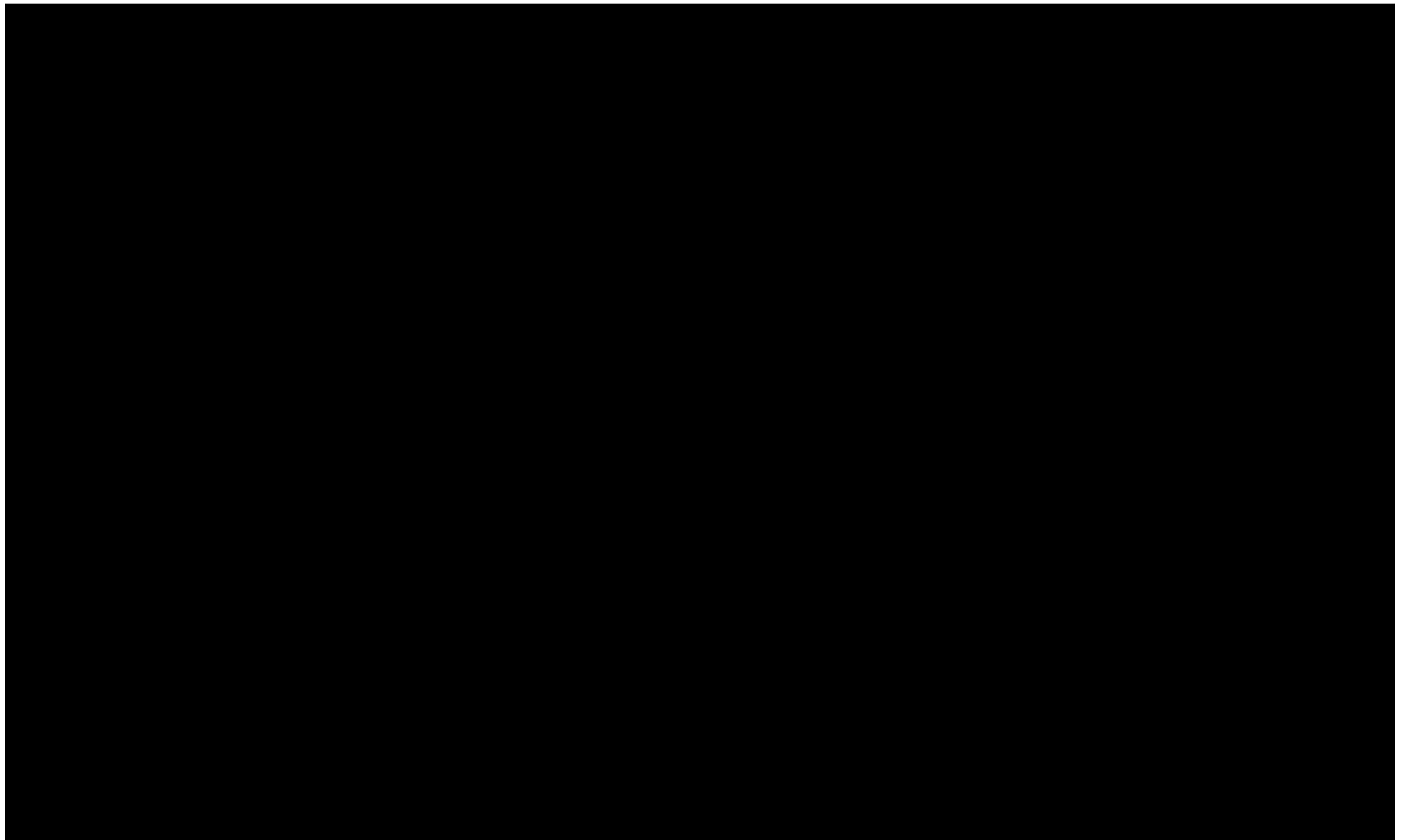


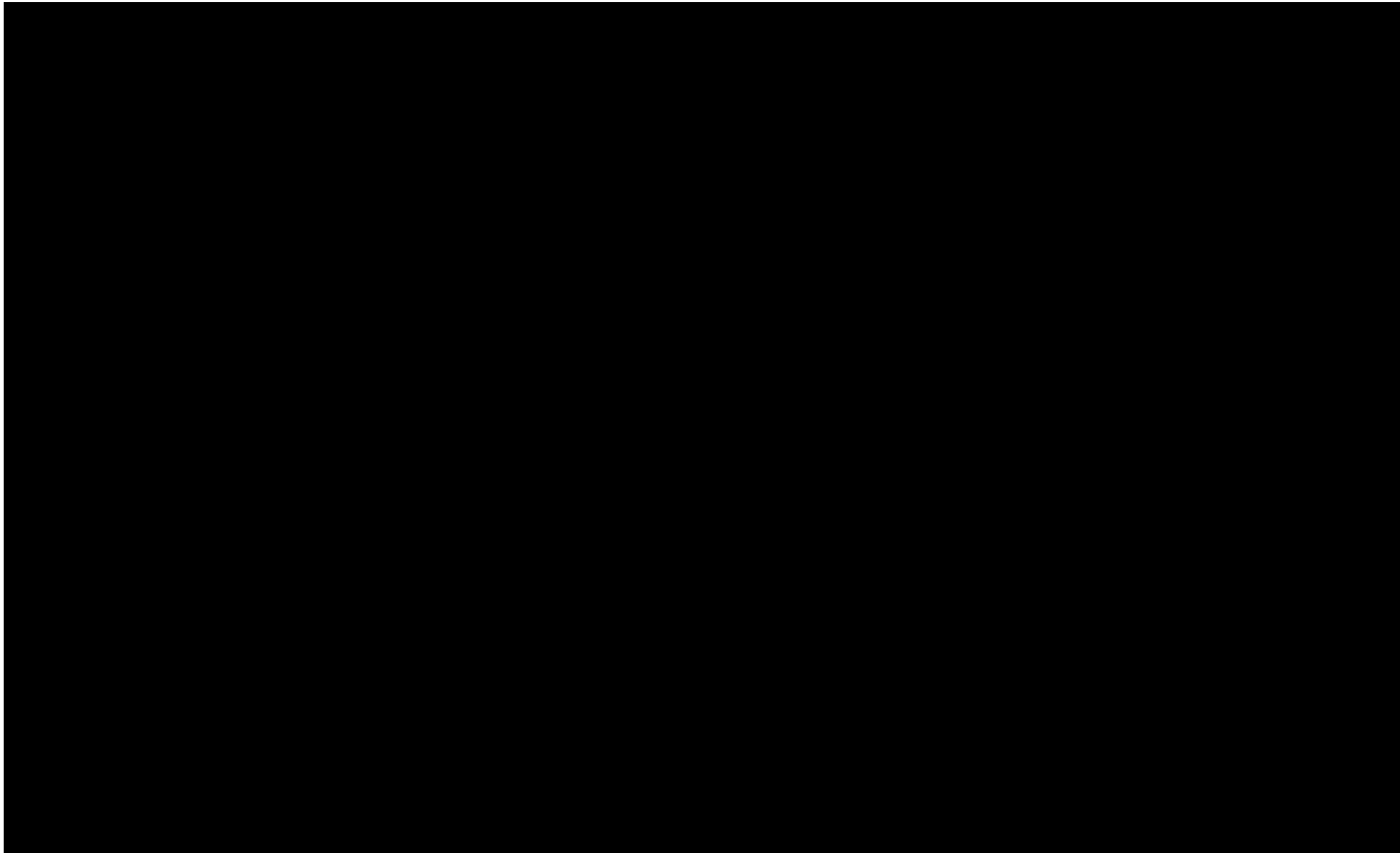


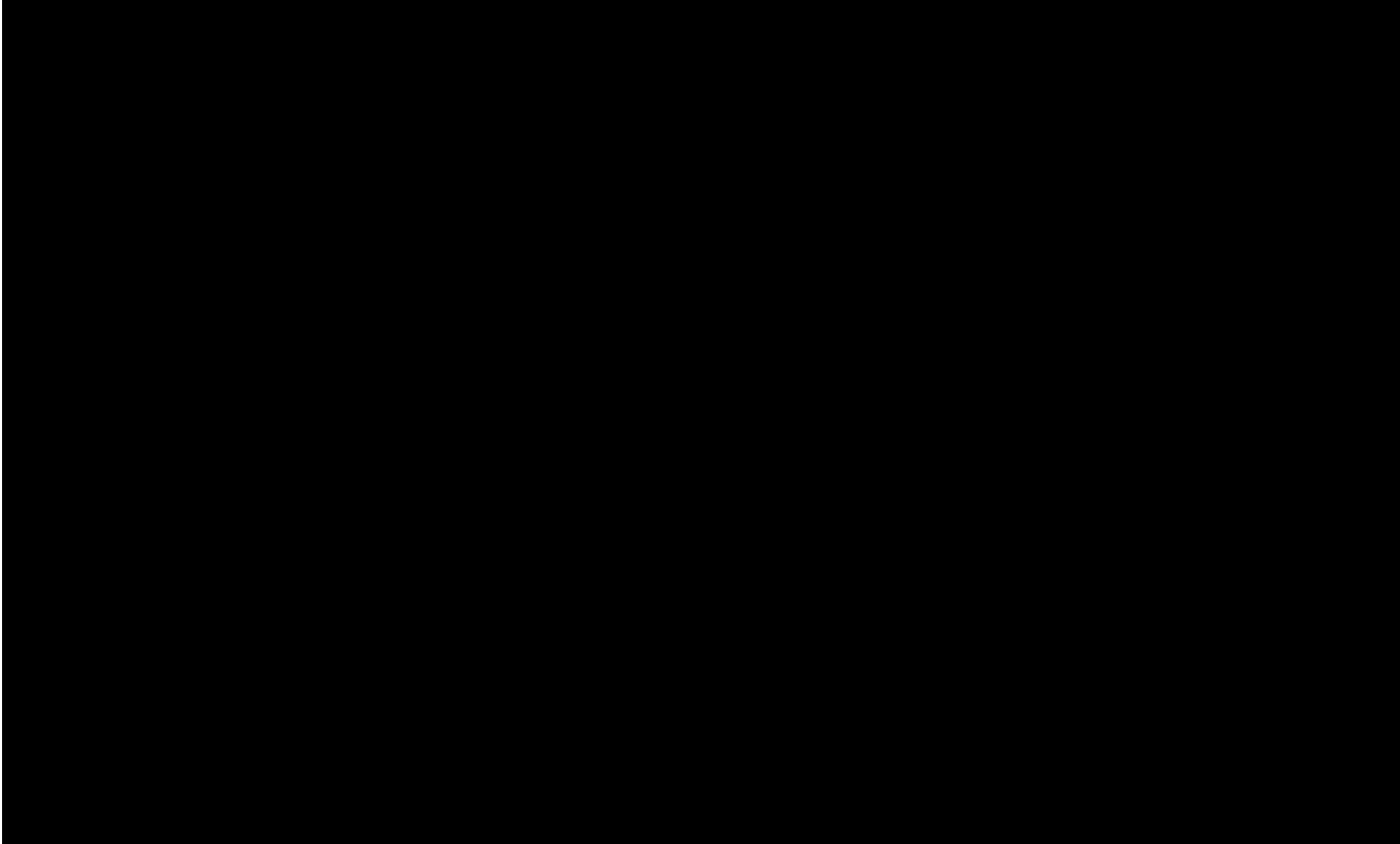


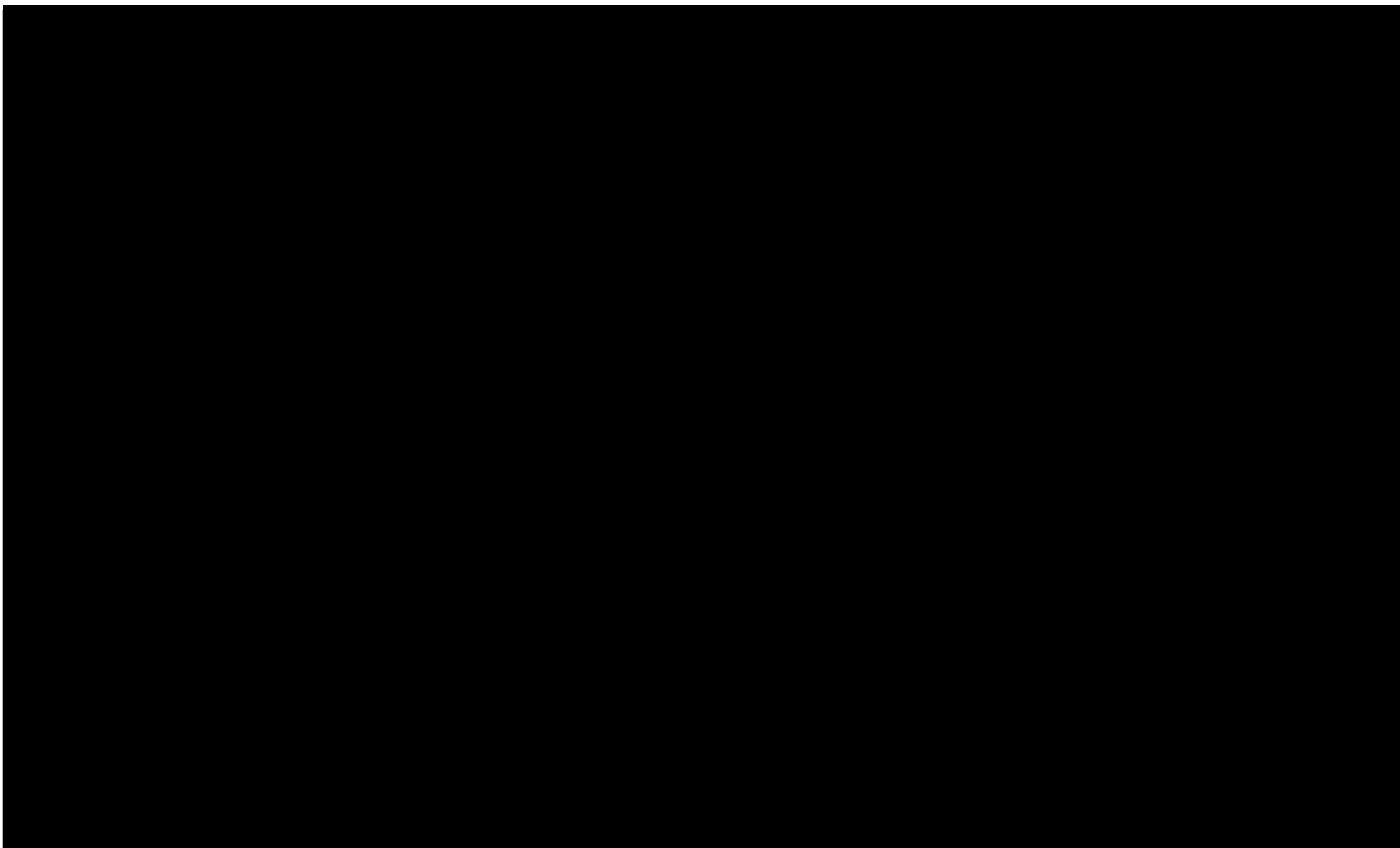


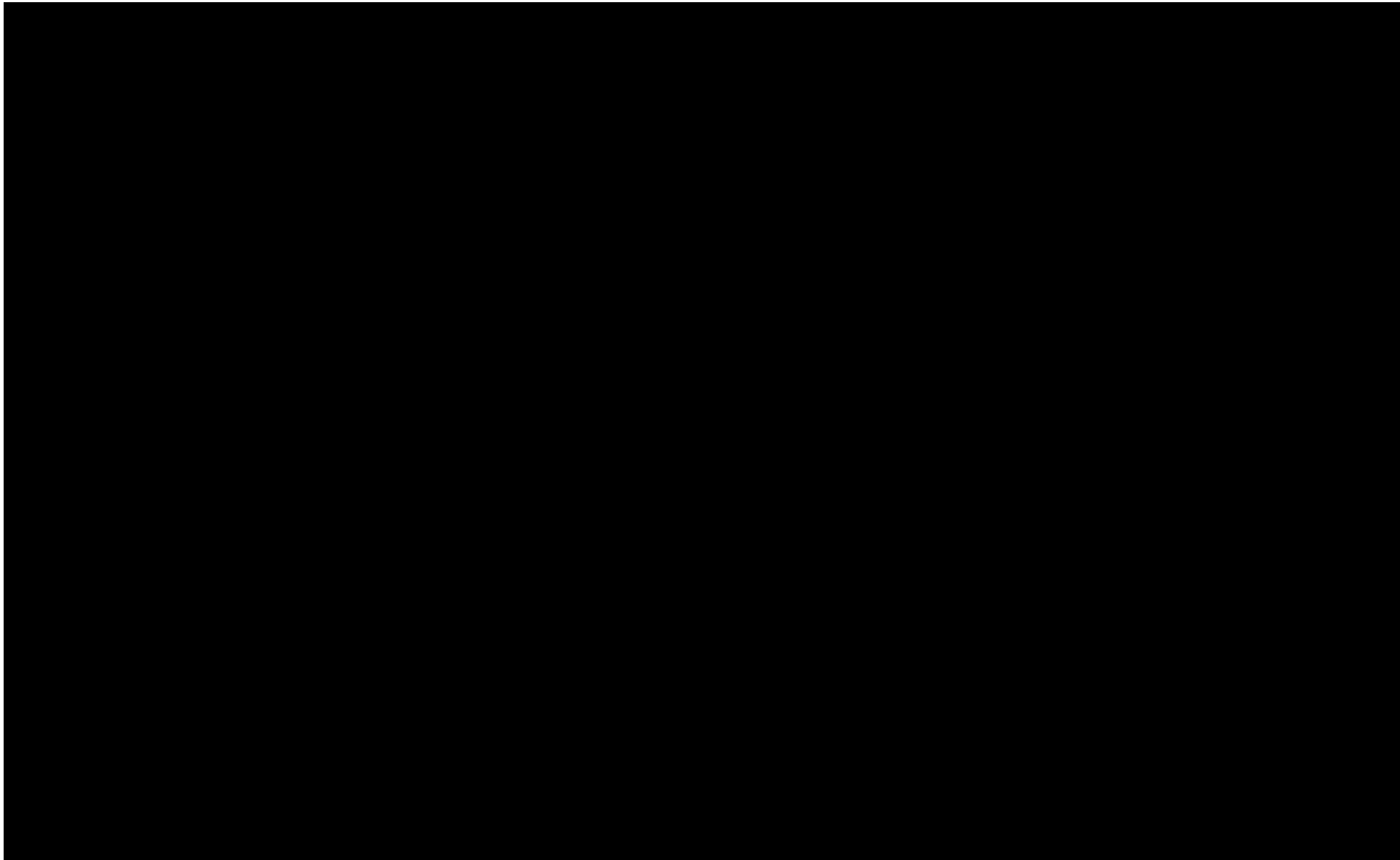


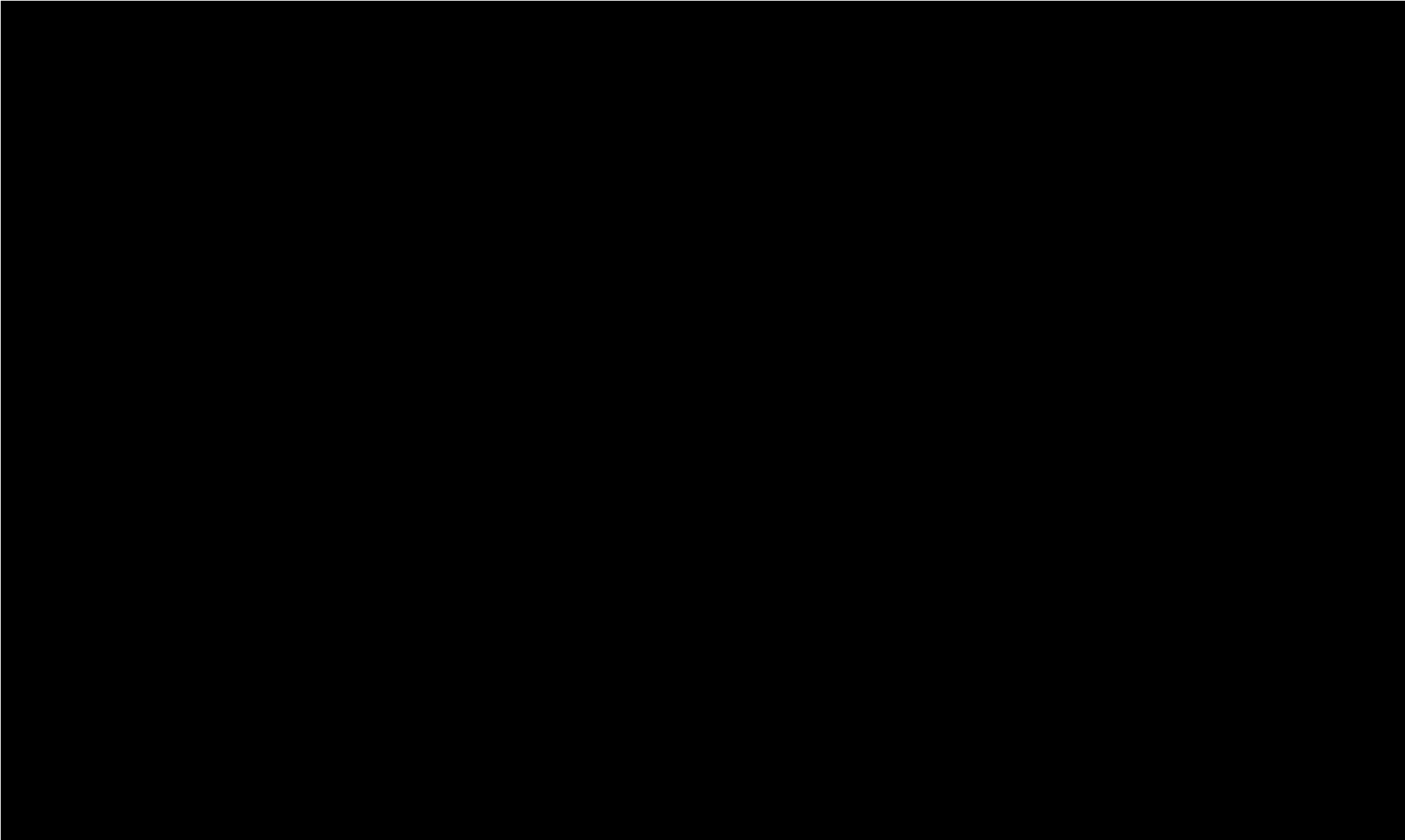


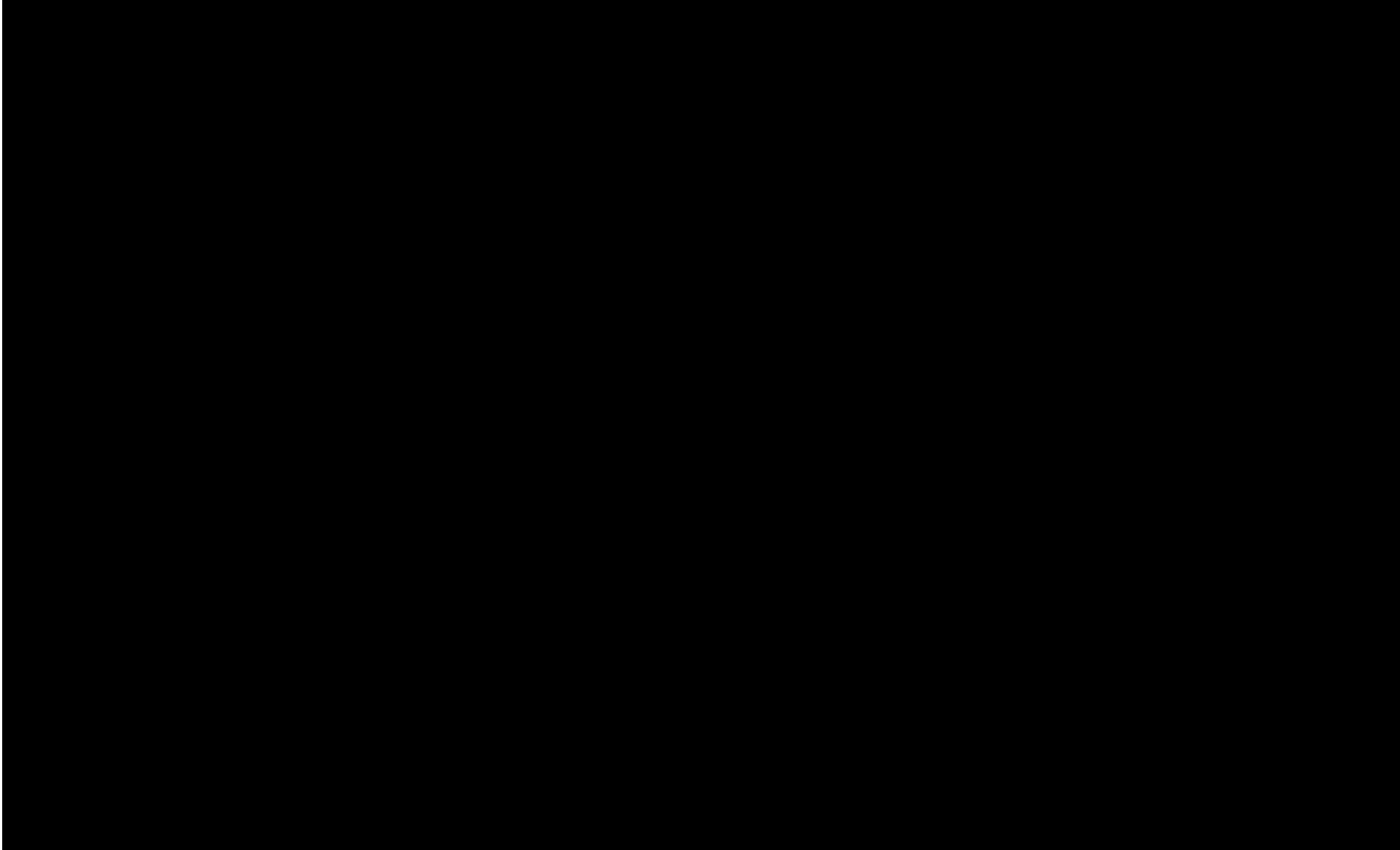


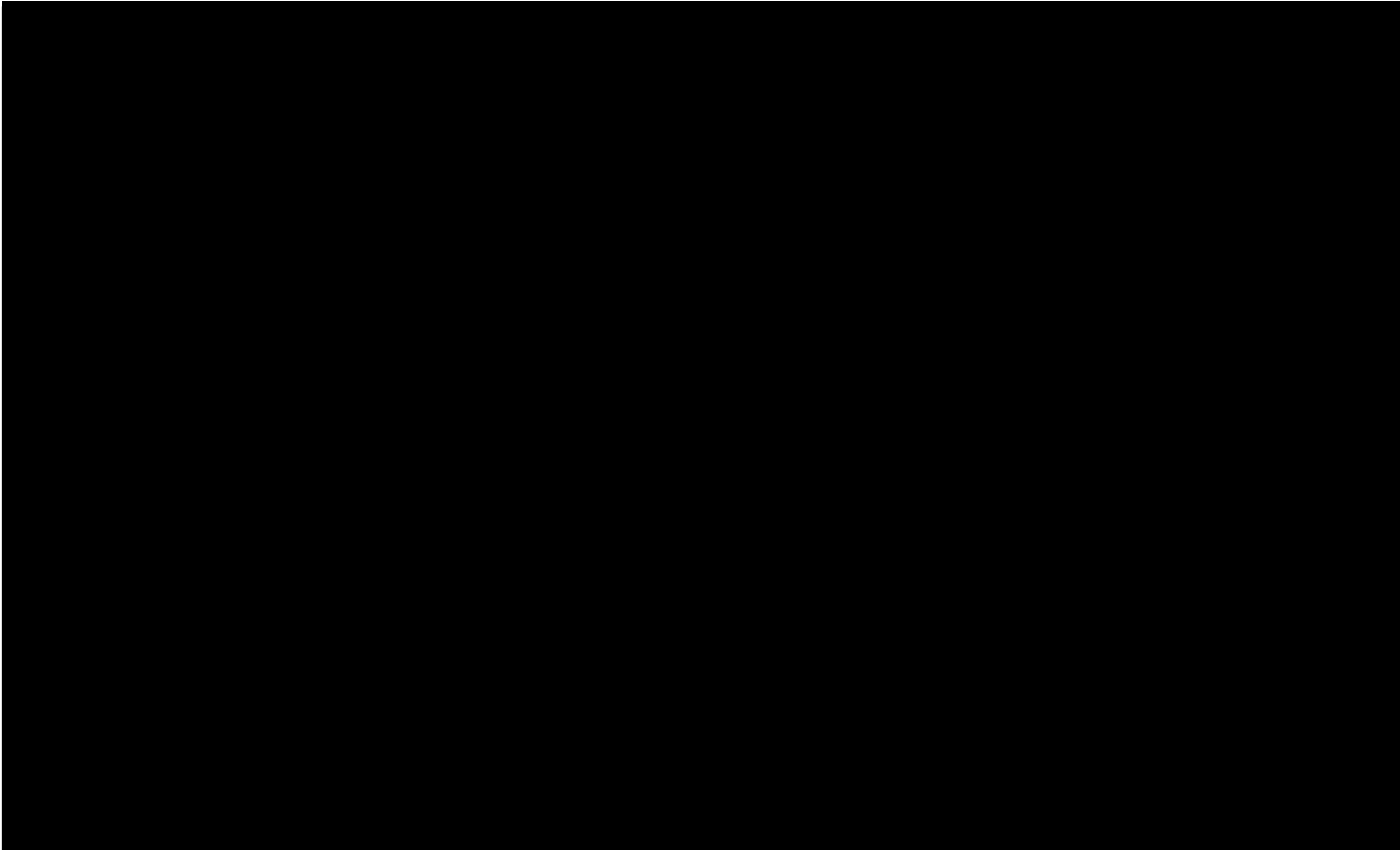


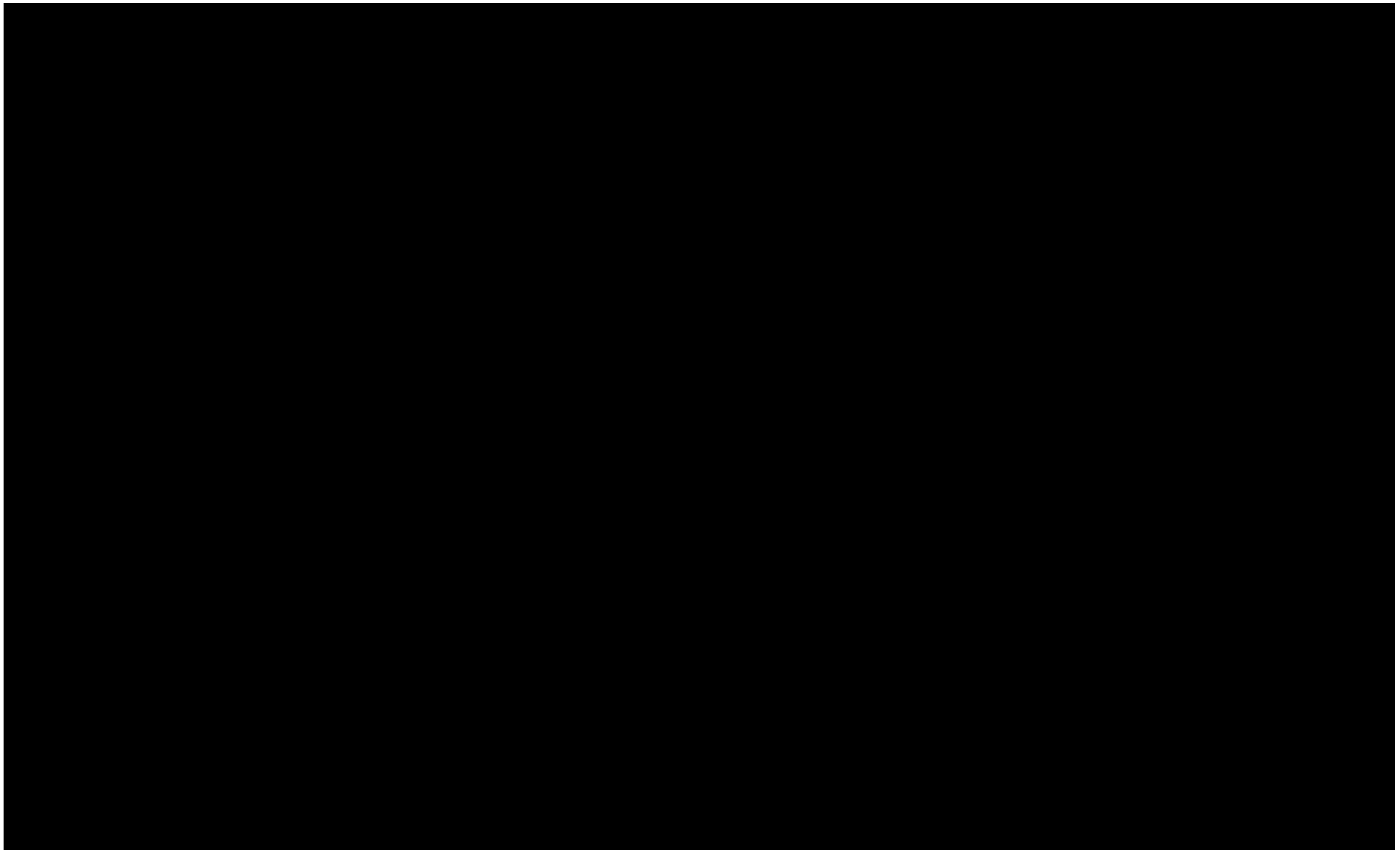


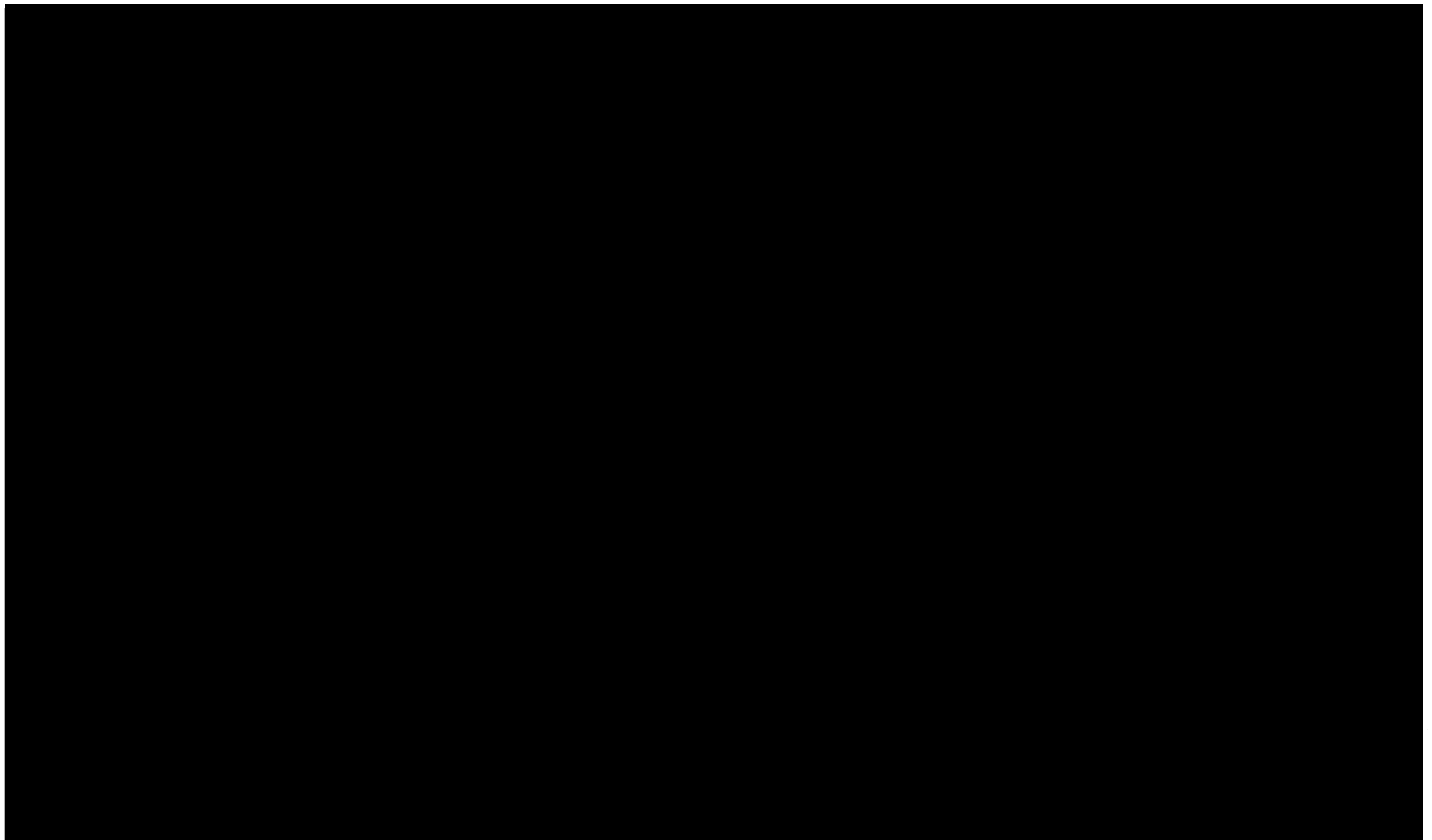






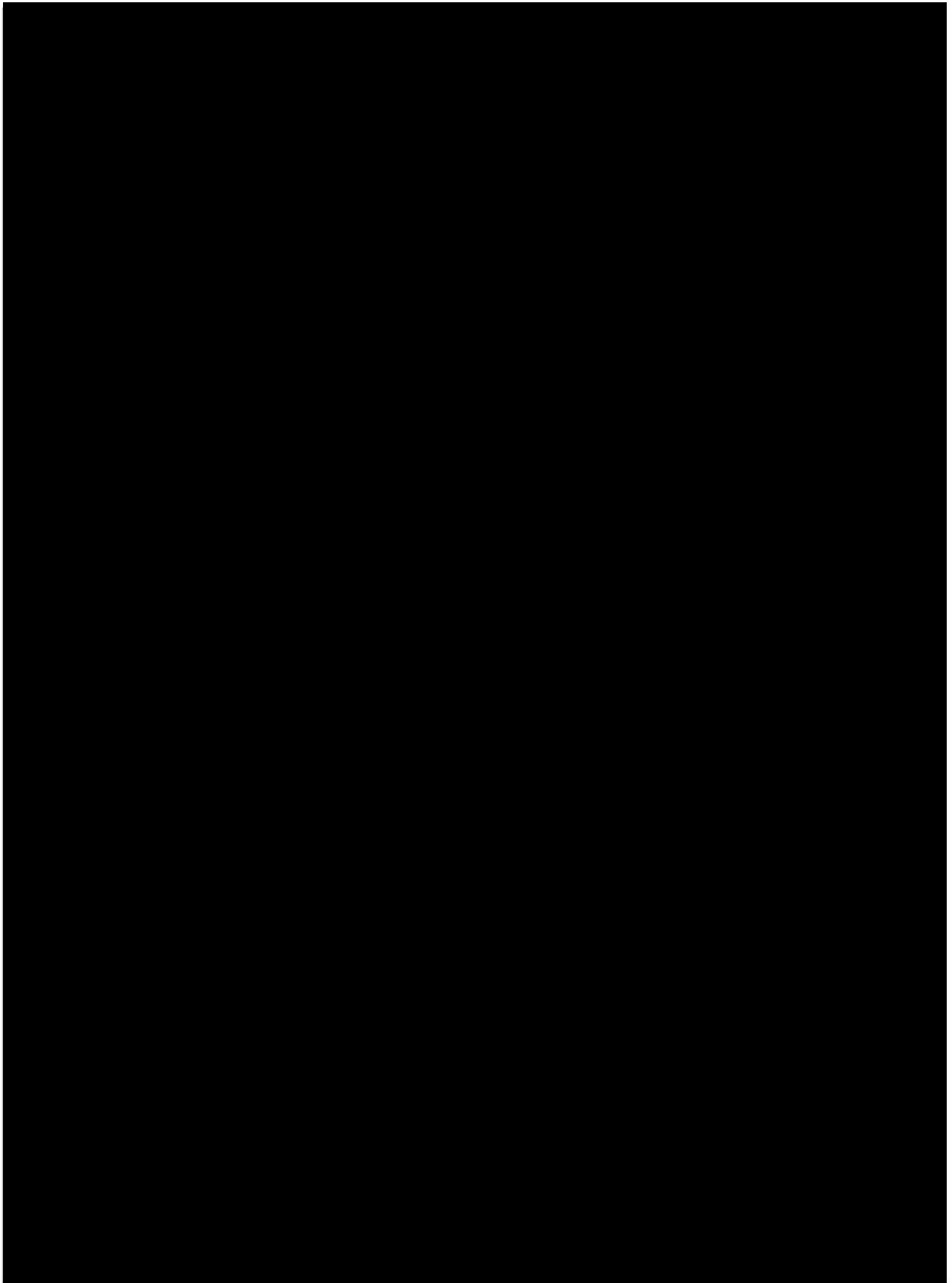


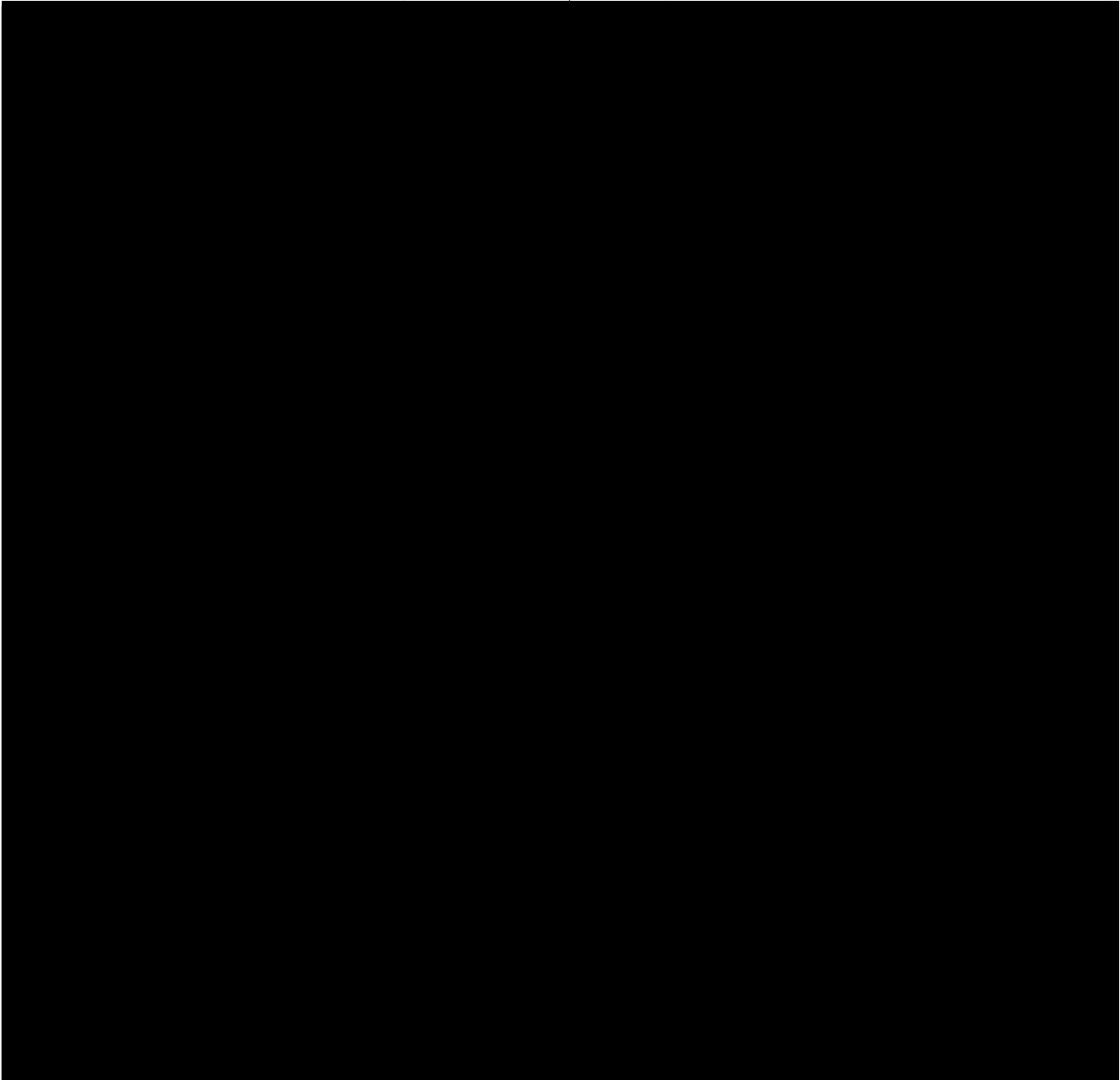






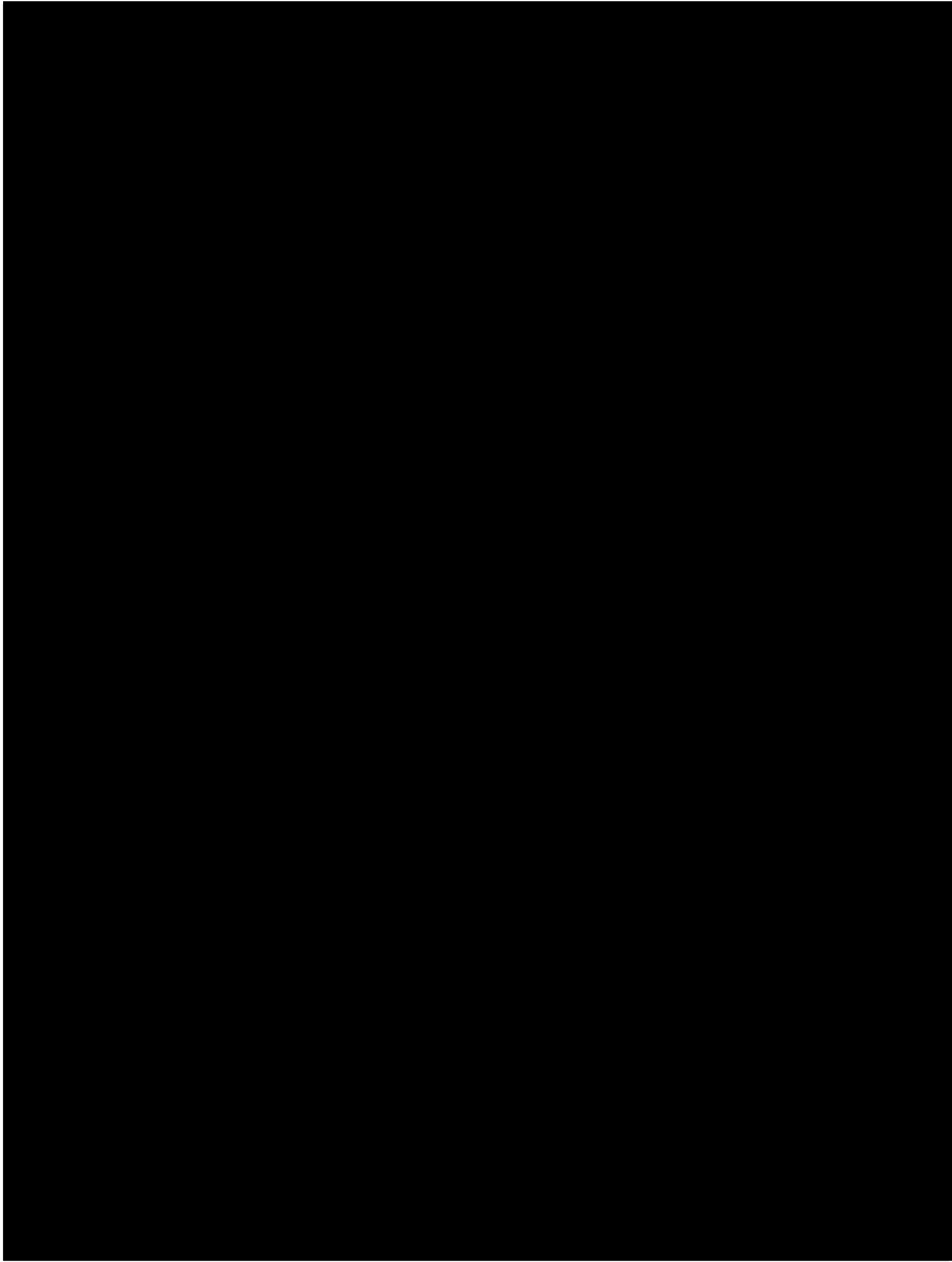
Annexure 1 – Design Package Submission Register

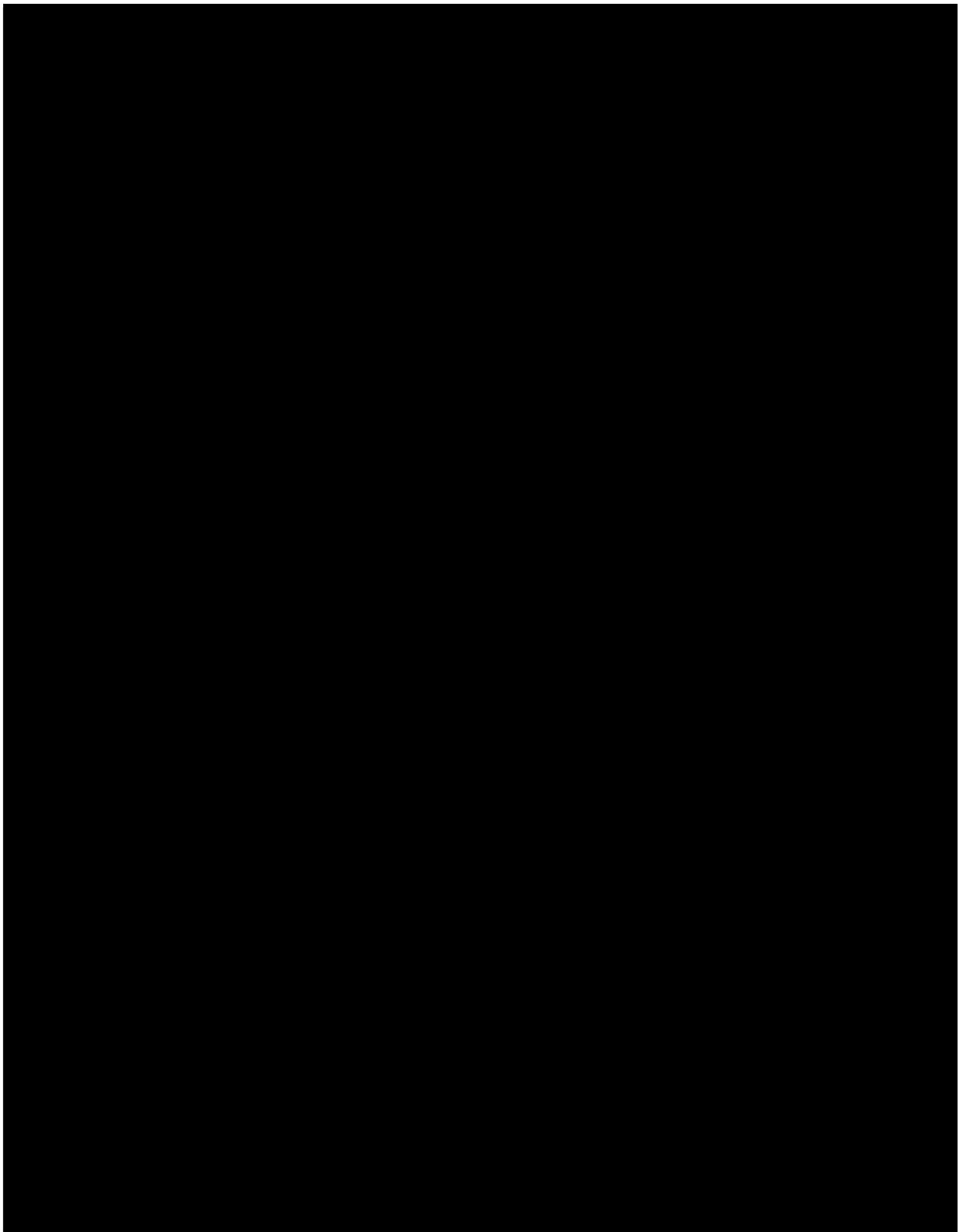


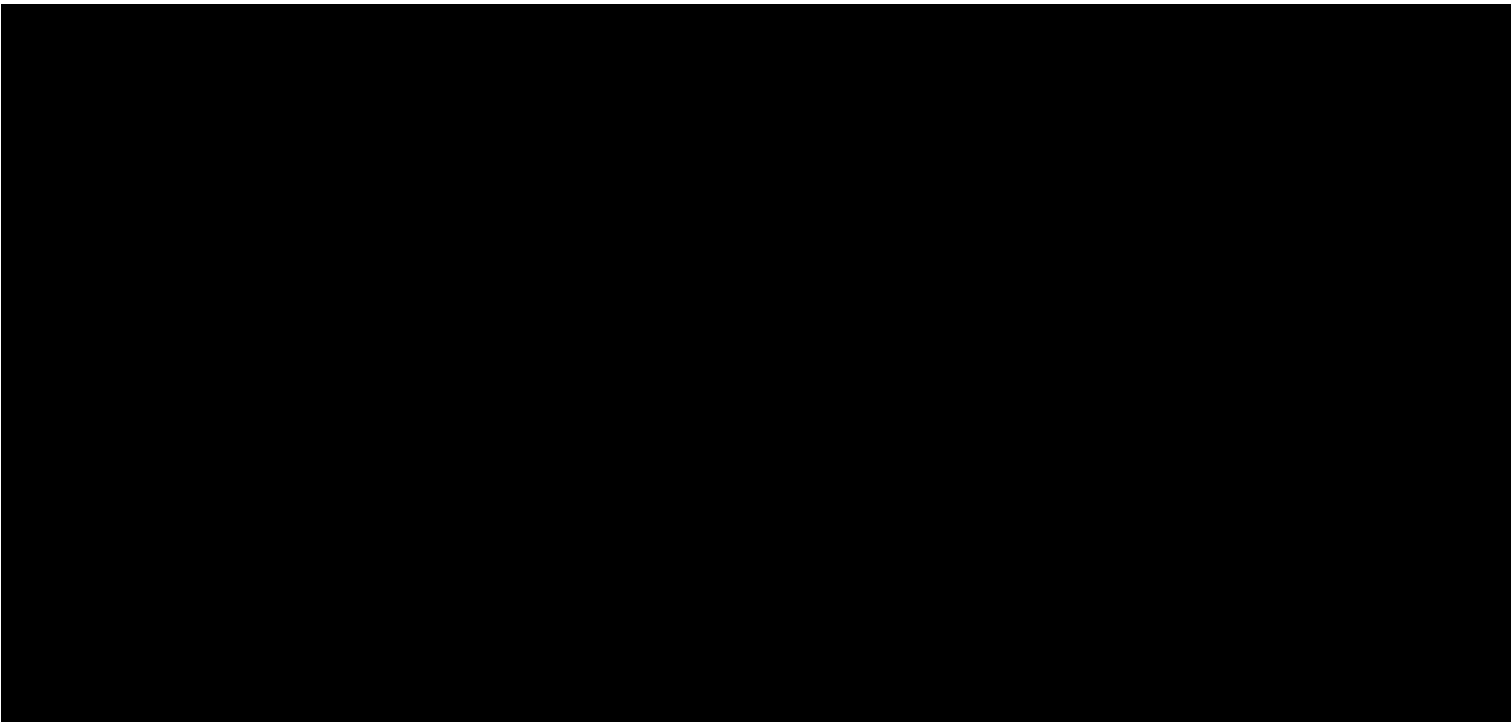


Annexure 2 – Proposed Daylight Modelling Scope









C

Schedule 9 — Review Procedures

1. Submission and review

1.1 Submission

- (a) Project Co must submit all Project Co Material for review in accordance with these Review Procedures where required in accordance with the State Project Documents (**Submitted Documents**).
- (b) The Submitted Documents must be submitted to the State, the State Representative or the Independent Certifier (as applicable) (**Reviewing Party**) for review or approval in accordance with this Schedule.
- (c) With each Submitted Document, Project Co must provide:
 - (i) details of the Submitted Document, its nature and the relevant clause or Schedule of the State Project Document in accordance with which it is submitted for review; and
 - (ii) any other information required in accordance with the State Project Document or otherwise reasonably required by the Reviewing Party for the review of the Submitted Document in accordance with this Schedule.

1.2 Review

- (a) The Reviewing Party must review the Submitted Document submitted in accordance with Section 1.1 and provide any comments or conditions in writing to Project Co in accordance with this Schedule within the Review Period.
- (b) If the Reviewing Party provides comments or conditions on the Submitted Documents in accordance with Section 1.2(a), the Reviewing Party and Project Co must meet on the next Business Day after the expiry of the relevant Review Period to discuss and confer on the Reviewing Party's 'comments' or 'conditions' in response to a Submitted Document.
- (c) **Review Period** means:
 - (i) without limiting Section 7.3, in respect of any Design Deliverables:
 - (A) for review by the Independent Certifier, 13 Business Days; and
 - (B) for review by any other Reviewing Party, 15 Business Days; and
 - (ii) otherwise, 15 Business Days, except where the Review Period is extended to 25 Business Days under the Operational Readiness Plan.

2. Further information

Project Co must as soon as possible upon request by the Reviewing Party:

- (a) submit any further information, data or documents;
- (b) make available appropriately qualified personnel; and
- (c) provide access to all Project Co Material,

that the Reviewing Party reasonably requires in order for the Reviewing Party to review the Submitted Document and respond in accordance with this Schedule.

3. Document management

3.1 Copies of Submitted Documents

- (a) Unless otherwise stated in the State Project Documents, Project Co must provide:
- (i) three original paper copies (of Design Deliverables only);
 - (ii) one electronic version in PDF format; and
 - (iii) if requested by the Reviewing Party, one electronic version in original format (in accordance with Section 3.1(c)),
- of each Submitted Document to the Reviewing Party for review in accordance with this Schedule.
- (b) Where the Reviewing Party is the Independent Certifier, a copy of the Submitted Document must also be submitted to the State at the same time.
- (c) An electronic copy of a Submitted Document must be an electronic copy of that document in the format of the software in which the document was originally created which has been configured to allow the person to whom the electronic copy is provided to access and amend the information contained therein in the same manner as the original creator of that document.

3.2 Register of Submitted Documents

Project Co must maintain a register of the date of submission and content of each Submitted Document and must regularly update that register to record:

- (a) each Submitted Document to which it receives a response or comment from the Reviewing Party, including a copy of that response or comment; and
- (b) each Submitted Document to which it receives no response or no comment in the Review Period or in respect of which it is deemed not to have received any response or comment in accordance with Sections 5.1 or 5.2.

4. Review in stages

- (a) If Submitted Documents are to be reviewed in stages, each stage for that Submitted Document must be submitted for review and the review completed in accordance with this Schedule before any subsequent stage for that Submitted Document may be submitted for review.
- (b) If for any reason any stage is reviewed out of sequence as a consequence of any Project Co Act or Omission, the Reviewing Party will be entitled to further review or to complete a new review of those stages of the Submitted Documents that have already been reviewed in accordance with this Schedule.

5. Comments on Submitted Document

5.1 Response to Submitted Document

- (a) The Reviewing Party may:
- (i) provide 'comments' or 'no comments' in respect of a Submitted Document; or
 - (ii) provide 'conditions' in respect of a Submitted Document.
- (b) If the Reviewing Party provides 'no comments' in respect of a Submitted Document or is deemed to provide no comments in respect of a Submitted Document in accordance with Section 5.2, Project Co may proceed in accordance with the Submitted Document.
- (c) Without limiting Section 8.2(d), in respect of:
- (i) any Stage 1 Design Deliverable or Stage 2 Design Deliverable, if:

- (A) the Reviewing Party provides 'comments' in accordance with Section 7; and
- (B) the Reviewing Party, acting reasonably, having regard to whether the comments can or cannot be addressed in the next Design Stage without adversely affecting the Project, requires that the comments be addressed before Project Co proceeds to the next Design Stage,

Project Co may not proceed with the part of the Design Deliverable that is subject to the 'comments' unless it has addressed the 'comments' in accordance with Section 5.3; or

- (ii) any other Submitted Document, if the Reviewing Party provides 'comments' in accordance with Section 7, Project Co may not proceed with the Submitted Document unless it has addressed the 'comments' in accordance with Section 5.3.
- (d) Without limiting Section 8.2(d), if the Reviewing Party provides 'conditions' in respect of the Submitted Document in accordance with Section 7, Project Co may proceed on the basis of the Submitted Document but must also:
 - (i) address the conditions provided in respect of the Submitted Document accordingly to the extent that the Submitted Documents do not comply with the requirements of the State Project Documents; and
 - (ii) notify the Reviewing Party in writing of:
 - (A) any 'conditions' Project Co does not propose to address, giving reasons; and
 - (B) all actions taken or to be taken to address the relevant 'conditions'.

5.2 No comments on Submitted Document

- (a) If the Reviewing Party has no comments on a Submitted Document, the Reviewing Party may respond with a statement 'no comment'.
- (b) If the Reviewing Party fails to respond to any Submitted Document or Resubmitted Document within the Review Period in accordance with this Schedule, then the Reviewing Party will be deemed to have returned the Submitted Document to Project Co with 'no comment'.

5.3 Comments on Submitted Document

- (a) If the Reviewing Party has comments on a Submitted Document, it must indicate that its response is in the form of 'comments'.
- (b) Subject to Section 8, in respect of:
 - (i) any Stage 1 Design Deliverable or Stage 2 Design Deliverable, if:
 - (A) the Reviewing Party provides 'comments' in accordance with Section 7; and
 - (B) the Reviewing Party, acting reasonably, having regard to whether the comments can or cannot be addressed in the next Design Stage without adversely affecting the Project, requires that the comments be addressed before Project Co proceeds to the next Design Stage; or
 - (ii) any other Submitted Document, if the Reviewing Party provides 'comments' in accordance with Section 7,

Project Co must:

- (iii) amend the relevant element of the Submitted Document in accordance with the comments of the Reviewing Party to the extent necessary to ensure that:
 - (A) the Submitted Document meets the requirements of the State Project Documents; and
 - (B) the issues identified in accordance with Section 7 are addressed; and

- (iv) resubmit:
 - (A) the revised relevant part of the Submitted Document to the Reviewing Party; and
 - (B) any document on which the amendment to the relevant part of the Submitted Document may have an effect,

(Resubmitted Document) and the provisions of Sections 1 to 5 will reapply to each Resubmitted Document until such time as:

 - (C) the Resubmitted Document is returned to Project Co without any comment;
 - (D) the Resubmitted Document is deemed to have been returned with 'no comment'; or
 - (E) the Reviewing Party only provides conditions in respect of the Resubmitted Document.
- (c) To the extent that any Submitted Document, Resubmitted Document or any part of any Submitted Document or Resubmitted Document is not subject to 'comments', Project Co may use the Submitted Document or Resubmitted Document as if there was 'no comment' in accordance with this Schedule 9.

5.4 Submitted Document with Conditions

- (a) If the Reviewing Party considers that Project Co may proceed to undertake the Project Activities in accordance with the Submitted Document but that certain conditions must be satisfied, the Reviewing Party must indicate that its response to the Submitted Document is in the form of 'conditions'.
- (b) Without limiting Section 8.2(d), if the Reviewing Party specifies that certain 'conditions' must be satisfied in respect of the Submitted Document in accordance with Section 7, Project Co may proceed with the Project Activities in accordance with the Submitted Document but must:
 - (i) otherwise satisfy the conditions within the time specified by the Reviewing Party (acting reasonably) (or if no time is specified, promptly) such that the Submitted Document complies with the State Project Documents; and
 - (ii) notify the Reviewing Party in writing of:
 - (A) any 'conditions' Project Co does not propose to address, giving reasons; and
 - (B) all actions taken or to be taken to address the relevant 'conditions'.

5.5 Substantiate comments or conditions

If the Reviewing Party provides Project Co with comments or conditions in connection with the Submitted Document in accordance with Section 7, the Reviewing Party must provide sufficient detail to Project Co to substantiate those comments or conditions.

6. Right to Proceed

6.1 Submitted Document with 'no comments'

- (a) Without limiting Section 8.2, Project Co may proceed with the Project Activities the subject of a Submitted Document in accordance with sections 5.1(c), 5.1(d), 5.3(b), 5.3(c) and 5.4(b), but otherwise may not proceed unless:
 - (i) the Submitted Document or relevant part of the Submitted Document is returned with 'no comments' or is deemed to be returned with 'no comment'; or
 - (ii) the Submitted Document or relevant part of the Submitted Document includes 'conditions' and is not the subject of comments.

- (b) If Project Co is entitled to proceed with the Project Activities the subject of the Submitted Document, Project Co must deliver the Project in accordance with the Submitted Document, save for minor amendments to the Design Deliverables which are made in accordance with Section 7 of Schedule 8 (*Design Development Schedule*), and any conditions in respect of the Submitted Document, unless it is necessary to depart from the Submitted Document to comply with a State Project Document, in which case Project Co must update the Submitted Document accordingly and the provisions of Sections 1 to 5 shall apply to such re-submission.
- (c) If Project Co proceeds with the Project Activities the subject of a Submitted Document in accordance with section 6.1(a) but is required to address 'comments' or 'conditions' on another part of that Submitted Document in accordance with section 5.3(b) or 5.4(b), Project Co must:
- (i) when submitting the Resubmitted Document under section 5.3(b), identify the potential impact that the Resubmitted Document may have on the Project Activities; and
 - (ii) when addressing 'conditions' under section 5.4(b), comply with its obligations under section 5.4(b).
- (d) To the extent that Project Co elects to proceed with the Project Activities in accordance with section 5.1(c), 5.1(d), 5.3(b), 5.3(c), 5.4(b), 6.1(a) or 8.2(d)(ii), Project Co does so at its own risk and it must:
- (i) amend all relevant Design Deliverables; and
 - (ii) carry out any work,
- as necessary to address the outcome of the Reviewing Party's review of that Submitted Document or Resubmitted Document.

7. Grounds on which the Reviewing Party may comment on or provide conditions to a Submitted Document

7.1 General

The Reviewing Party may provide comments on, or conditions to, a Submitted Document if:

- (a) the Submitted Document:
- (i) is incomplete, inaccurate, of poor quality, ambiguous, unclear or otherwise is not in a condition to allow the Reviewing Party, in its reasonable opinion, to adequately review it;
 - (ii) does not comply with the relevant Laws, Approvals or Policies; or
 - (iii) is otherwise not in accordance with, or is not submitted in accordance with, the requirements of the State Project Documents; or
- (b) the Reviewing Party is of the view, acting reasonably, that implementing or proceeding on the basis of the Submitted Document would:
- (i) adversely affect any of the State's rights under a State Project Document, the State's ability to enforce any such rights, any of its statutory functions, or its ability to perform its obligations under a State Project Document;
 - (ii) not enable Project Co to comply with its obligations under the State Project Documents (including the FFP Warranty); or
 - (iii) likely result in an increase to the State's Liabilities under a State Project Document.

7.2 Delivery Phase Program

If the Submitted Document is the Delivery Phase Program then, in addition to the Reviewing Party's rights in accordance with Section 7.1, the Reviewing Party may provide comments or

conditions, in respect of the Delivery Phase Program and Project Co must amend the Delivery Phase Program accordingly if:

- (a) the Delivery Phase Program is inconsistent with, or is otherwise not in accordance with, the Programming Requirements; or
- (b) compliance with the Delivery Phase Program would mean that Completion would not be achieved by the relevant Date for Completion.

In providing any comments or conditions under this Section, the State agrees to act consistently with the Independent Certifier under this section 7.2 and clause 3.5 of the Independent Certifier Deed.

7.3 Design Deliverables

- (a) If the Submitted Document is a Design Deliverable:
 - (i) in addition to its rights under Section 7.1, the Reviewing Party may also provide comments or conditions in respect of the Design Deliverable where the Design Deliverable:
 - (A) is inconsistent with or not in accordance with the Design Requirements; or
 - (B) is not submitted in accordance with the Design Development Process;
 - (ii) the State may provide comments or conditions in respect of the Design Deliverable to the Independent Certifier (with a copy to Project Co) within 8 Business Days following receipt of the Design Deliverable from Project Co, which comments or conditions:
 - (A) will be marked by the State as 'draft comments or conditions for consideration by the Independent Certifier';
 - (B) are provided to Project Co for Project Co's information only;
 - (C) Project Co is not required to address (whether by way of amendment, satisfaction of conditions or otherwise) in accordance with Section 5; and
 - (D) may not give rise to a dispute under Section 8 or clause 52 of this Deed, **(Draft State Comments or Conditions)**; and
 - (iii) the Independent Certifier:
 - (A) must review each Design Deliverable:
 - (I) that relates to the design of:
 - (1) the Gatehouse (including all electronic security measures associated with managing entry and egress of all persons), as specified in the Output Specification;
 - (2) the Main (master) Control Room, as specified in the Output Specification;
 - (3) the Secure Perimeter and all internal barriers, gates and the like relating to Inmate separation and containment, as specified in the Output Specification;
 - (4) the Electronic Security System, as specified in the Output Specification;
 - (5) the Access Control, as specified in the Output Specification;
 - (6) the Health Centre, as specified in the Output Specification; or
 - (7) one or more cells; and
 - (II) where the State has provided Draft State Comments or Conditions, prior to the expiry of the Review Period:

- (1) consider the Draft State Comments or Conditions; and
 - (2) to the extent that the Independent Certifier does not include any or all of the Draft State Comments or Conditions in its comments or conditions provided to Project Co in accordance with Section 1.2(a), provide the State with detailed written reasons of why it did not include such Draft State Comments or Conditions; and
- (B) may review each other Design Deliverable.
- (b) Nothing in this Section 7.3:
- (i) limits the State's rights to provide comments or conditions in respect of any Design Deliverable directly to Project Co without first providing those comments or conditions to the Independent Certifier; or
 - (ii) lengthens the Review Period in respect of any Design Deliverable.

7.4 Operational Readiness Plan

If the Submitted Document is the Operational Readiness Plan, in addition to its rights under Section 7.1, the Reviewing Party may provide comments or conditions in respect of the Submitted Document where:

- (a) the Submitted Document is inconsistent with or not in accordance with Services Requirements;
- (b) the Submitted Document does not accurately set out (or set out in sufficient detail) how Project Co will deliver the Services so as to meet the Services Requirements;
- (c) the Submitted Document does not adequately take into account the comments or concerns of the Reviewing Party in accordance with the Operational Readiness Plan and the Operating Manual; or
- (d) the Reviewing Party (acting reasonably) considers that Project Co will not be ready to deliver the Services at the Operational Commencement Date despite compliance with the terms of the Operational Readiness Plan.

8. Dispute resolution

8.1 Disputed amendments

- (a) If Project Co does not agree with any comments or conditions of the Reviewing Party in respect of a Submitted Document, Project Co and the Reviewing Party must meet to try to resolve the difference of opinion in good faith.
- (b) If, following good faith negotiations, Project Co still disputes that any amendments are required to the Submitted Document, either party may:
 - (i) where the Submitted Document is a Design Deliverable or otherwise relevant to the Delivery Phase Activities or the Relevant Infrastructure (and the Reviewing Party is not the Independent Certifier), refer the matter for determination to the Independent Certifier in accordance with Section 8.2; or
 - (ii) where:
 - (A) the Submitted Document is not a Design Deliverable and the Reviewing Party is the Independent Certifier;
 - (B) the Submitted Document is relevant to the Services or the Submitted Document is the Operational Readiness Plan; or
 - (C) there is no Independent Certifier appointed at the time,
 refer the matter to expert determination in accordance with clause 52 of this Deed.

8.2 Independent Certifier determination of dispute

- (a) If a dispute regarding a Submitted Document is referred to the Independent Certifier for determination in accordance with these Review Procedures, the parties must meet with the Independent Certifier within 2 Business Days of the referral and explain their positions in respect of the Submitted Document to the Independent Certifier.
- (b) If the Independent Certifier considers it necessary, the Independent Certifier can require the parties to provide details of their positions in writing.
- (c) The Independent Certifier must make a determination as to whether or not the Submitted Document requires any amendment in accordance with the comments or otherwise or whether the conditions should be satisfied, within 5 Business Days of the referral of the dispute to the Independent Certifier.
- (d) If the Independent Certifier determines that the Submitted Document does not require any amendment or that the conditions do not need to be satisfied, then:
 - (i) the State may refer the matter to expert determination in accordance with clause 52 of this Deed; and
 - (ii) subject to Section 8.2(e), Project Co may, without limiting the parties' rights and obligations under Section 9, proceed with the Project Activities relevant to that Submitted Document.
- (e) Despite Section 8.2(d)(ii), if:
 - (i) the Independent Certifier determines that the Submitted Document does not require any amendment or that the conditions do not need to be satisfied, the State may refer the matter to expert determination in accordance with clause 52 of this Deed; and
 - (ii) the Submitted Document relates to the design of:
 - (A) the Gatehouse (including all electronic security measures associated with managing entry and egress of all persons), as specified in the Output Specification;
 - (B) the Main (master) Control Room, as specified in the Output Specification;
 - (C) the Secure Perimeter and all internal barriers, gates and the like relating to Inmate separation and containment, as specified in the Output Specification;
 - (D) the Electronic Security System, as specified in the Output Specification;
 - (E) the Access Control, as specified in the Output Specification;
 - (F) the Health Centre, as specified in the Output Specification; or
 - (G) the cells as provided in the Cell Design Package,

Project Co may not proceed with the Project Activities relevant to that Submitted Document until the Dispute is finally resolved in accordance with this Deed.

9. No limitation on obligations

- (a) Except as otherwise expressly provided in the Independent Certifier Deed, the Reviewing Party does not owe any duty of care to Project Co to review at all, or in reviewing, commenting or failing to comment on, accepting, approving, endorsing, providing conditions for or rejecting a Submitted Document, to detect defects, errors, omissions or non-compliances with the State Project Documents, any Law, any Approval or any Policy.
- (b) Notwithstanding this Schedule, where in this Deed the words 'review', 'comment', 'accept', 'endorse', 'approve', 'consent', 'condition' or 'reject' (or similar) or other grammatical forms of any of those words are used in relation to documents of any kind, including Submitted Documents, or where such words are used by the Reviewing Party, then those words, their use and the acts or omissions associated with them (including pursuant to this Schedule) do not in any way:

- (i) relieve Project Co from, or alter, affect or reduce, the obligations and Liabilities of Project Co in accordance with the State Project Documents or otherwise at Law;
 - (ii) constitute any representation that any Submitted Document complies with the State Project Documents;
 - (iii) prejudice the State's rights against Project Co, whether under the State Project Documents or otherwise at Law; or
 - (iv) affect the time for performance of the State's obligations in accordance with the State Project Documents.
- (c) The review, acceptance, endorsement or approval of, comment or failure to comment on or provision of conditions or consent to, any Submitted Document will not be evidence that any Works or Services have been or will be undertaken or performed in accordance with the State Project Documents.
- (d) Project Co agrees that:
- (i) Project Co will not be entitled to make any Claim against any Reviewing Party, whether under this Deed or at Law, for any Liabilities incurred by Project Co in connection with any review, comment or failure to comment on, provision of conditions to, or acceptance, approval, endorsement or rejection of, a Submitted Document; and
 - (ii) without limiting Section 9(d)(i), Project Co will not be entitled to make any Claim against any Reviewing Party in connection with any delay in the review of a Submitted Document.

Schedule 10 — Moral Rights Consent

MORAL RIGHTS CONSENT

THIS DEED POLL is made on the day of

BY: [Insert name of individual] of [insert address], [insert occupation] (**Author**)

IN FAVOUR OF [Insert Relevant State Agency Name] (ABN [Insert]), a [body corporate/government agency] constituted under [Insert relevant legislation under which the agency is constituted]

and

[Insert Relevant State Agency Name] (ABN [Insert]), a [body corporate/government agency] constituted under [Insert relevant legislation under which the agency is constituted]

(together the **State**)

and

[Insert Project Co's name] (ABN [Insert]) of [insert address] (**Project Co**)

WHEREAS:

- A The State has contracted out, or proposes to contract out, the Project (as that term is defined in the Project Deed) (**Project**).
- B Project Co is responsible for the Project under the deed entitled 'New Grafton Correctional Centre – Project Deed' between the State and Project Co dated [insert date] (**Project Deed**).
- C The Author may create or has created material in which copyright subsists for the purposes of the *Copyright Act 1968* (Cth) (as amended from time to time) for the purposes of, or otherwise for use in connection with, the Project (**Copyright Material**).

THE AUTHOR COVENANTS as follows:

The Author in consideration of the State or Project Co paying the Author \$1.00 (inclusive of GST) (receipt of which is hereby acknowledged):

1. agrees, to the extent permitted by law, not to sue, enforce any claim, bring any action or exercise any remedy in respect of any, or any alleged, breach, infringement or other wrongdoing, howsoever or whatsoever occurring, including without limitation for the breach or alleged breach of any of the Author's 'moral rights' under the *Copyright Act 1968* (Cth) (as amended from time to time) whether before or after the date of this deed poll by:
 - (a) the State or Project Co;
 - (b) any contractor which the State or Project Co engages;
 - (c) any third party to whom the State or Project Co sub-licences (whether express or implied) or grants any other right to use, possess, modify, vary or amend any of the Copyright Material; or
 - (d) any third party to whom the State or Project Co assigns rights it has in, or in relation to, any of the Copyright Material,

(together, the **Beneficiaries**) in relation to any of the Copyright Material;

2. without limiting clause 1 above, consents to any of the Beneficiaries:
- (a) failing to acknowledge or attribute the Author's authorship of any of the Copyright Material;
 - (b) falsely attributing authorship of any of the Copyright Material; and
 - (c) making any modification, variation or amendment of any nature whatsoever to any of the Copyright Material, whether or not it:
 - (i) results in a material distortion, destruction or mutilation of any of the Copyright Material; or
 - (ii) is prejudicial to the honour or reputation of the Author; and
3. without limiting clauses 1 or 2, consents to any of the Beneficiaries:
- (a) using any of the Copyright Material for any purpose for which it was intended at the time the Copyright Material was created;
 - (b) altering any of the Copyright Material by adding to, removing elements from, or rearranging elements of, the Copyright Material, including without limitation by combining elements of any of the Copyright Material with any other material; and
 - (c) changing, relocating, demolishing or destroying any building which incorporates, is based on, or is constructed in accordance with, any of the Copyright Material.

Nothing in this document amounts to an obligation on the State to comply, or a warranty by the State that it will comply, with the *Competition and Consumer Act 2010* (Cth) or any equivalent provision of a statute of any state or territory in the Commonwealth of Australia.

Executed as a deed poll.

[Note to Author: Execution clause to be confirmed prior to execution]

Signed by the Author in the presence of:

Signature of witness

Signature of the Author

Name of witness (print)

Schedule 11 – Delivery Phase Plans and Reports Schedule

The purpose of this Schedule is to set out in detail Project Co's obligations in respect of the Delivery Phase Plans and the Delivery Phase Reports.

In this Schedule, each individual plan, program, protocol, report or notification forming part of the Delivery Phase Plans and Reports is referred to as a "Plan".

1. Reports

Table 1: Delivery Phase Reports

Report	Content	Time for provision
A. Monthly Works Report	<p>The Monthly Works Report must comprise the following information:</p> <ol style="list-style-type: none"> 1) (Project Co report): a written overview of the Delivery Phase Activities and the Project more generally, prepared by Project Co; 2) (Delivery Phase Activities): details of the progress of the Delivery Phase Activities and compliance with the Delivery Phase Program, including: <ol style="list-style-type: none"> a) (Works completed): details of Works completed in the previous month; and b) (Works underway): details of Works scheduled for the current month; 3) (updated Delivery Phase Program): a copy of the Delivery Phase Program updated in accordance with this Deed; 4) (Construction Management Plan): details of Project Co's performance against the Construction Management Plan including any issues arising in relation to the execution of the Works; 5) (Technical Completion, Commercial Acceptance, operational readiness and ramp-up preparation): a report on the activities associated with Technical Completion, Commercial Acceptance, operational readiness and ramp-up; 6) (Claims and Disputes): details of any outstanding or unresolved Claims and Disputes; 7) (Modifications): the progress of any Modifications or information relating to any proposed Modifications; 	5 Business Days prior to each Project Control Group meeting during the Delivery Phase

Report	Content	Time for provision
	<p>8) (quality assurance issues): details of any quality assurance issues;</p> <p>9) (public relations issues): details of any public relations issues, including complaints or concerns raised by the public or Project stakeholders;</p> <p>10) (environmental issues): details of any environmental issues;</p> <p>11) (work health and safety): details of Project Co performance in respect of work health and safety;</p> <p>12) (safety incidents): details of any safety incidents that have occurred in the reporting period and since the start of the Project;</p> <p>13) (monitoring and test programs): the results of any monitoring and test programs;</p> <p>14) (Contamination): details of the removal of any Contamination including details of the quantities and types of Contamination removed during the relevant reporting period;</p> <p>15) (research): report on progress of Project Co's research into the effectiveness of pre- and post-release reintegration programs and their relationship to recidivism rates;</p> <p>16) (FM Activities): details of the progress of the FM Services and compliance with the Operational Readiness Plan, including:</p> <p style="padding-left: 20px;">a) (Work completed): details of Work completed in the previous month; and</p> <p style="padding-left: 20px;">b) (Work underway): details of Work scheduled for the current month;</p> <p>17) (Stakeholders and communication matters): details of any stakeholder or communication matters, including complaints or concerns raised by the public or Project stakeholders and the status of Project Co's stakeholder and community involvement activities against the Communications and Community Relations Plan; and</p> <p>18) (Other information): such other information reasonably requested by the State Representative.</p>	

Report	Content	Time for provision
B. Quality Assurance Report	<p>The Quality Assurance Report must:</p> <ol style="list-style-type: none"> 1) confirm that the D&C Subcontractor is implementing and maintaining the Quality Assurance System and the Delivery Phase Quality Assurance Plan for the design and construction of the Correctional Complex in accordance with the D&C Subcontract and AS/NZS ISO 9001 and AS/NZS ISO 14001; 2) identify areas or items of non-compliance; 3) include a summary of the items that have been addressed and remediated since the submission of the Quality Assurance Report for the previous Quarter; and 4) include a summary of the overall performance of the Quality Assurance System. 	Quarterly, with the first Quality Assurance Report due at the end of the Quarter contemplated by paragraph (a) of the definition of Quarter.
C. Delivery Phase Program	<p>The Initial Delivery Program is contained in Attachment 2.</p> <p>Project Co must update the Delivery Phase Program so it meets the requirements of Schedule 4.</p>	As required in accordance with Schedule 4
D. Aboriginal Participation Report (Construction)	The Aboriginal Participation Report (Construction) must be in accordance with clause 10.12(c) and 10.12(d) under this Deed.	As required in accordance with the Deed.
E. Post Completion Report	The Post Completion Report must be submitted after the completion of all Post Completion Tests and must be in accordance with the Commercial Acceptance Schedule.	After the completion of all Post Completion Tests.
F. Training and Apprenticeships Report	<p>The Training and Apprenticeship Report must provide detail on the engagement of apprentices and trainees on the contracted work and achievement against the project target.</p> <p>The report must be submitted on a quarterly basis to the Department of Industry and the State on the engagement of apprentices and trainees reported by contractors.</p>	Quarterly
G. Australian Industry Participation Compliance Report (Delivery)	<p>The Australian Industry Participation Compliance Report (Delivery) must be prepared in accordance with the template provided at:</p> <p>http://www.industry.gov.au/industry/IndustryInitiatives/AustralianIndustryParticipation/Pages/AIP-plans-required-Jobs-Act-2013.aspx.</p>	Every 6 months

2. Delivery Phase Plans

2.1 Overview

The minimum requirements for Delivery Phase Plans for the Project are detailed in this Schedule 11.

To avoid repetition of content across multiple Delivery Phase Plans, Project Co may use cross-references.

The Delivery Phase Plans detailed in this Schedule must be submitted and updated:

- (a) in accordance with Table 2;
- (b) as required by the State Representative or any Authority;
- (c) to align with changes in:
 - (i) the design, delivery and/or operations;
 - (ii) other related Plans; and
 - (iii) the Plans as requested by the State Representative under this Deed.

Table 2 —Delivery Phase Plans

Plan	Plan submission date	Frequency of updates
Project Management Plan	30 Business Days from the date of this Deed	
Delivery Phase Quality Assurance Plan	30 Business Days from the date of this Deed	Annually or updated as required in accordance with this Deed
Design Management Plan	30 Business Days from the date of this Deed	
Construction Management Plan	30 Business Days from the date of this Deed	
Site Access and Interface Protocols	On the date of this Deed	
Risk Management Plan	30 Business Days from the date of this Deed	
WHS Management Plan	30 Business Days from the date of this Deed	
Communications and Community Relations Plan	30 Business Days from the date of this Deed	
Environmental Management Plan	30 Business Days from the date of this Deed	
Aboriginal Participation	60 Business Days from the date of	

Plan	Plan submission date	Frequency of updates
Plan (Construction)	this Deed	
Technical Completion Plan	Not less than 60 Business Days prior to the date Project Co expects to achieve Technical Completion	
Commercial Acceptance Plan	Not less than 60 Business Days prior to the date Project Co expects to achieve Commercial Acceptance	
Operational Readiness Plan	30 Business Days from the date of this Deed	1st draft - 30 Business Days from the date of this Deed 2nd draft - 18 months prior to the date Project Co expects to achieve Commercial Acceptance Final version - 12 months prior to the date Project Co expects to achieve Commercial Acceptance
Training and Apprenticeships Plan	30 Business Days from the date of this Deed	
Australian Industry Participation Plan (Delivery)	90 Business Days prior to a trigger date for the Project or on the day specified by the AIP Authority.	
Workplace Relations Management Plan	30 Business Days from the date of this Deed	
Handover Package	Within 20 Business Days from the date the State issues a termination notice under this Deed	

2.2 Project Management Plan

- (a) Project Co must develop, implement and update a Project Management Plan for the Delivery Phase Activities, as specified in this Deed.
- (b) The Project Management Plan must include:
 - (i) organisational structure of Project Co's Project management team, including:
 - A. key Project management personnel;
 - B. lines of communication and interfaces with Project Co's overall organisational structure; and
 - C. minimum skill levels for each role;
 - (ii) interfaces of the Project Management Plan with other Plans;
 - (iii) processes for managing and updating the Delivery Phase Program;
 - (iv) strategies for interfacing with External Infrastructure including coordination and interfacing with Authorities;
 - (v) the approach to resources management;
 - (vi) risk management procedures;
 - (vii) quality management procedures;
 - (viii) community engagement strategy;
 - (ix) document and data management;
 - (x) approach to verification and validation of the Works and Temporary Equipment;
 - (xi) schedule of Approvals Project Co must obtain and the process and indicative timing for obtaining all required Approvals;
 - (xii) Project reporting procedures; and
 - (xiii) approach to implementing and maintaining a confidential document management system that meets the requirements of this Deed.

2.3 Delivery Phase Quality Assurance Plan

- (a) Project Co must develop, implement and update a Delivery Phase Quality Assurance Plan for the Delivery Phase Activities, as specified in this Deed.
- (b) The Delivery Phase Quality Assurance Plan must satisfy the requirements of the Output Specification.
- (c) The Delivery Phase Quality Assurance Plan must include the:
 - (i) organisational structure identifying Project Co's key personnel with quality management responsibilities and accountabilities, including:
 - A. lines of communication and interfaces with Project Co's overall organisational structure; and
 - B. minimum skill levels required;
 - (ii) interfaces of the Delivery Phase Quality Assurance Plan with other Plans;

- (iii) process for liaising and interfacing with the Independent Certifier;
- (iv) schedule of identified hold points and witness points, which includes the persons responsible for the release of hold points;
- (v) strategy for inspection, witnessing, monitoring and reporting;
- (vi) strategy for certifying that Delivery Phase Activities are in accordance with Design Deliverables;
- (vii) auditing procedures for the Delivery Phase Quality Assurance Plan;
- (viii) process for developing and managing quality records;
- (ix) procedures for rectifying non-conformances and managing improvement opportunities, corrective action and preventative action to prevent recurrence; and
- (x) reporting requirements.

2.4 Design Management Plan

- (a) Project Co must develop, implement and update a Design Management Plan which complies with the requirements of the Design Development Schedule.
- (b) The Design Management Plan must include the:
 - (i) approach to involving the Operator in the development of the design of the Correctional Complex;
 - (ii) organisational structure of the Project Co's design management team, including:
 - A. key design management personnel;
 - B. lines of communication and interfaces with Project Co's overall organisational structure; and
 - C. design disciplines and minimum skill levels for each role;
 - (iii) interfaces of the Design Management Plan with other Plans;
 - (iv) procedures and processes for managing the interfaces between relevant design disciplines, including cross discipline interface checking;
 - (v) integration of all design elements into the Design Packages (as defined in Schedule 8 to this Deed), including Temporary Equipment and supplier designs;
 - (vi) design standards to be adopted for each Design Package;
 - (vii) strategy and processes for consideration of and addressing relevant stakeholder inputs;
 - (viii) schedule of Design Packages;
 - (ix) procedure and process for review, verification and certification of the Design Packages, prior to issuing to the State and Independent Certifier;
 - (x) program of when the Design Packages will be submitted to the State and the Independent Certifier for review;
 - (xi) strategy for design development presentations to the State and the Independent Certifier including timing, level of documentation and feedback procedure;

- (xii) procedure for managing requests for information and design changes, and updating Design Deliverables throughout the Delivery Phase;
- (xiii) process for identifying and addressing safety in design and environmental issues throughout the Delivery Phase;
- (xiv) process for design risk management; and
- (xv) value engineering process, which gives regard to innovation and whole-of-life cost.

2.5 Construction Management Plan

- (a) Project Co must develop, implement and update a Construction Management Plan for construction activities as specified in this Deed.
- (b) The Construction Management Plan for the Project must include:
 - (i) organisational structure of Project Co's construction management team, including:
 - A. key construction management personnel;
 - B. lines of communication and interfaces with Project Co's overall organisational structure; and
 - C. minimum skill levels for each role;
 - (ii) interfaces of the Construction Management Plan with other Plans;
 - (iii) proposed construction methodology including but not limited to:
 - A. construction resources;
 - B. construction staging;
 - C. construction techniques;
 - D. working hours;
 - E. provision for maintaining emergency access and ingress for emergency vehicles and evacuation at all times;
 - F. waste removal from the Site;
 - G. water use during the Delivery Phase;
 - H. the interface with, and requirements of, Authorities;
 - I. the provision of amenities that sufficiently meet resource requirements and any visitors to the Delivery Phase Site; and
 - J. provision for temporary services, including managing any capacity constraints in relation to Utilities during the Delivery Phase;
 - (iv) the methodology for the selection and monitoring of proposed Subcontractors and other personnel for the Delivery Phase Activities with respect to the following:
 - A. construction performance standards;
 - B. compliance with the subcontracting provisions in this Deed;
 - C. design compliance;

- D. safety; and
- E. security of all Confidential Design Information including documents issued to Subcontractors;
- (v) detail on the physical resources including significant items of Equipment and Temporary Equipment required for the Project;
- (vi) the management approach for handling construction materials, including detail on proposed haulage arrangements and on Site storage;
- (vii) details on the Site establishment and management of work areas including the Site layouts required for all major Delivery Phase Activities;
- (viii) risk management procedures for construction activities;
- (ix) procedures for the development, implementation and management of work method statements;
- (x) the manner in which durability and performance requirements will be satisfied, addressed, and recorded during the Delivery Phase Activities;
- (xi) construction standards and technical specifications;
- (xii) Project Co's approach to ensuring:
 - A. safety in design is factored into the Delivery Phase Activities;
 - B. the safety and adequacy of Temporary Equipment;
 - C. the involvement of designers during the construction of the Works and Temporary Equipment;
 - D. up-to-date information is provided to the State Representative and the Independent Certifier as required by this Deed; and
 - E. accurate work as executed Design Deliverables;
- (xiii) details on how Site access, including to properties affected by the Delivery Phase Activities is provided to the State Representative;
- (xiv) management processes for safety and incidents during construction, including reporting processes for incidents;
- (xv) approach to maintenance during construction;
- (xvi) traffic staging, arrangements and control measures as well as vehicle parking for the Works;
- (xvii) strategies and methodology that detail and minimise the impact on local roads and landowner access points;
- (xviii) the fire management strategy including the provision of firefighting equipment and the processes for contacting the fire department in the event of a fire on the Delivery Phase Site; and
- (xix) methodology and management approach to earthworks required for the Site including:
 - (A) how Project Co will investigate, monitor, design and construct the foundations and associated earthwork structures, where earthworks

consist of cuttings, topsoil and spoil and any other changes to the existing Site surface, as required for the Correctional Complex;

- (B) a proposed strategy to manage and deal with issues associated with the earthworks required for the Project; and
- (C) details on the construction methods and staging arrangements associated with the earthworks for the Project.

2.6 Site Access and Interface Protocols

- (a) The Site Access and Interface Protocols are to contain the processes and regime to facilitate State and third party access to the Site in a safe and efficient manner during the Delivery Phase.
- (b) The Site Access and Interface Protocols must also include the regime to manage each of the following:
 - (i) **(direct neighbours)**: managing the interfaces with all direct neighbours to the Delivery Phase Site and any other third parties affected by the Works;
 - (ii) **(works on adjacent or nearby sites)**: managing the interface between the Works and any construction works being carried out on adjacent or nearby sites;
 - (iii) **(security)**: ensuring the security of the Delivery Phase Site during the Delivery Phase;
 - (iv) **(Emergency vehicles)**: maintaining access for emergency vehicles at all times;
 - (v) **(access)**: providing access to the State in accordance with the requirements of this Deed;
 - (vi) **(Completion access)** access by the State and third parties during the periods leading up to and at Technical Completion and Commercial Acceptance to facilitate Defects inspection; and
 - (vii) **(controlling and managing access)**: controlling and managing access by the State and its Associates and any other third parties during the Delivery Phase including the nature of security screening processes.

2.7 Risk Management Plan

- (a) Project Co must develop, implement and update a Risk Management Plan which complies with the requirements of this Deed.
- (b) The Risk Management Plan must include:
 - (i) organisational structure identifying Project Co's key personnel with risk management responsibilities and accountabilities, including:
 - A. lines of communication and interfaces with Project Co's overall organisational structure; and
 - B. minimum skill levels required;
 - (ii) interfaces of the Risk Management Plan with other Plans;
 - (iii) details of Project Co's risk management principles, framework and processes in accordance with ISO 31000;
 - (iv) processes and procedures for the identification, assessment, treatment and management of risks;

- (v) a risk register, including risks, hazards, risk owners, mitigation strategies and residual risk assessment;
- (vi) timing and details of Project Co's risk review processes, compliance, and audit related activities;
- (vii) specific measures to minimise risks to Project stakeholders, including third party stakeholders; and
- (viii) reporting procedures.

2.8 WHS Management Plan

- (a) The WHS Management Plan must be a documented work health and safety management plan which includes the content required to be included in a WHS management plan prepared under the WHS Legislation (even if Project Co is not a principal contractor under the WHS Legislation) and also provides for:
 - (i) arrangements in relation to general construction industry training, work activity based health and safety training and site specific health and safety training;
 - (ii) arrangements for employees, agents and contractors of Project Co to be made aware of the content of the WHS Management Plan;
 - (iii) arrangements for review of the WHS Management Plan as Project Activities change;
 - (iv) a statement that the WHS Management Plan is available for inspection at the Site; and
 - (v) arrangements for auditing and monitoring of work health safety and rehabilitation at the Site (including of any Subcontractors).

2.9 Communications and Community and Relations Plan

- (a) Project Co must prepare a comprehensive Communications and Community Relations Plan to detail all proposed communication activity during the Delivery Phase of the Project and set out the strategy for implementation. The Communications and Community Relations Plan must:
 - (i) describe the strategic approach and guiding principles that underpin the plan to maximise the success of the Project;
 - (ii) explain the scope including what communication activities are covered in the plan and what is excluded;
 - (iii) articulate the communications objectives;
 - (iv) list the stakeholder groups, both internal and external;
 - (v) list the overall key messages relevant to all stakeholder groups as well as additional messages that are relevant to specific groups;
 - (vi) identify the issues involved with the management of each stakeholder, highlighting critical issues that may arise and the proposed approaches to managing these issues at each stage of the Project;
 - (vii) contain strategies for enhancing stakeholder relationships and engagement with the local council;

- (viii) contain a process for Project Co's involvement with the Community Reference Group and how it intends to facilitate communication and foster good relations with the local community;
- (ix) contain a process for identifying and managing key communication risks / issues including:
 - A. a process for identifying and responding to potential issues and risks;
 - B. an approach for dealing with unplanned events; and
 - C. a process for providing timely advice to the State in relation to issues and risks;
- (x) list the range of communication activities and tools that will be developed to communicate and engage with stakeholders;
- (xi) provide an overview of the community programs and engagement activities for the different stages of the project addressing any site based initiatives and community building initiatives such as apprenticeships, training, capacity building and sponsorship;
- (xii) contain a strategy for media engagement including:
 - A. proposed proactive media activity;
 - B. proposed media spokespeople where appropriate; and
 - C. proposed approach for responding to unplanned issues and enquiries, including a protocol for appropriate liaison with the State;
- (xiii) describe Project Co's resourcing and integration approach, including what level of resourcing is proposed for implementing communication activities (including attendance at Community Reference Group meetings) and team roles and responsibilities;
- (xiv) set out approval workflows for all types of communications materials including media;
- (xv) address the State's proposed community and communications activities (if any) as provided by the State (from time to time); and
- (xvi) contain a methodology for evaluating the success of any communication activities undertaken and the proposed reporting mechanisms such as regular reports to the State and key members of the Project team.

2.10 Environmental Management Plan

- (a) Project Co must develop, implement and update an Environmental Management Plan for the Delivery Phase Activities as specified in this Deed.
- (b) The Environmental Management Plan for the Delivery Phase Activities and the Works must include:
 - (i) organisational structure identifying Project Co's key personnel with environmental management responsibilities and accountabilities, including:
 - A. key environmental management personnel;
 - B. lines of communication and interfaces with Project Co's overall organisational structure; and

- C. minimum skill levels for each role;
- (ii) interfaces of the Environmental Management Plan with other Plans;
- (iii) proposed construction methodologies including:
 - A. construction resources;
 - B. construction staging;
 - C. construction techniques;
 - D. working hours;
 - E. waste removal from the Site;
 - F. water use during the Delivery Phase; and
 - G. the interface with, and requirements of, third parties such as Authorities, including local councils and the NSW Environmental Protection Authority;
- (iv) the management approach for handling construction materials, including detail on proposed haulage arrangements and on Site storage;
- (v) strategies for managing the dust, vibration and noise from Delivery Phase Activities within the requirements of this Deed;
- (vi) details on how Site access, including to properties affected by the Delivery Phase Activities is provided to the State Representative;
- (vii) approach to erosion and sediment control;
- (viii) proposed mitigation methods to ensure native flora and fauna are protected during Delivery Phase Activities;
- (ix) proposed methodology for works that require the potential extraction, storage, usage and treatment of groundwater;
- (x) strategies to encourage a positive environmental and sustainable culture and work practices during Delivery Phase Activities;
- (xi) approach to dealing with, reporting and identifying potential environmental incidents; and
- (xii) provision for the creation and submission to the State Representative of a Contamination Remediation Plan in the event of discovering or becoming aware of any Contamination as per clause 8.5 of this Deed.

2.11 Aboriginal Participation Plan (Construction)

- (a) Project Co must develop, implement and update an Aboriginal Participation Plan (Construction) for construction activities as specified in clause 10.12 of this Deed using the template provided at: <https://www.procurepoint.nsw.gov.au/policy-and-reform/construction-policies/aboriginal-participation-construction-policy>; and
- (b) Project Co must provide detail on the methodology, programs and initiatives they will implement in order to achieve and maintain the minimum targeted project spend (within the meaning set out in the NSW Government Aboriginal Participation Plan) which must be no less than 1.5% of the estimated value of the design and construction costs for the Project.

2.12 Technical Completion Plan

- (a) The Technical Completion Plan must set out Project Co's methodology for achieving Technical Completion, and must include:
- (i) **(overall strategy)**: Project Co's overall strategy for achieving Technical Completion, including the proposed methodology for achieving each of the Technical Completion Criteria and the proposed process for involving the Independent Certifier and the State in Technical Completion;
 - (ii) **(details of all activities)**: details of all activities Project Co must undertake in order to achieve Technical Completion and the timing of these activities;
 - (iii) **(parties)**: details of the parties involved in achieving each of the Technical Completion Criteria and Project Co's strategy for managing the interface between those various parties;
 - (iv) **(Technical Completion Tests)**: details of each of the Technical Completion Tests including:
 - A. the objectives of each test;
 - B. a methodology for the conduct of each test;
 - C. parties involved in the conduct of each;
 - D. the procedure for reporting the results of Technical Completion Tests; and
 - E. the methodology for re-tests should a Technical Completion Test be failed;
 - (v) **(Approvals)**: a list of all Approvals required including details of which parties are responsible for obtaining such Approvals, their status and the time at which they are required;
 - (vi) **(certificates of compliance)**: a list of all certificates of compliance required for the Project and the time at which they are required;
 - (vii) **(methodology)**: Project Co's methodology for:
 - A. carrying out commissioning processes generally;
 - B. confirming that all control systems are in place, fully commissioned and operational;
 - C. how site wide testing of systems will be facilitated in a 'clean' environment;
 - D. the State's involvement and communication in witnessing;
 - E. confirming that all warranties relating to the Correctional Complex have been obtained or otherwise are in place;
 - F. ensuring that all documentation that must be provided by Project Co to the State Representative is provided; and
 - G. installing furniture, fittings and equipment across the Site including the dates of delivery and details of installation, calibration and testing; and
 - (viii) **(other information)**: any other information reasonably requested by the State Representative or Independent Certifier.

2.13 Commercial Acceptance Plan

- (a) The Commercial Acceptance Plan must contain Project Co's methodology for carrying out commissioning during the Commissioning Period and for achieving Commercial Acceptance and must include:
- (i) **(overarching strategy)**: Project Co's overarching strategy for achieving Commercial Acceptance;
 - (ii) **(details of Commissioning Period)**: details and timing of all activities to be undertaken during the Commissioning Period;
 - (iii) **(participation in Commissioning Period)**: information regarding the nature and extent of the participation and assistance Project Co will be required to undertake in relation to each of the activities, exercises and scenarios as part of commissioning during the Commissioning Period in detail sufficient to allow the State to determine in accordance with the Commercial Acceptance Schedule, and acting reasonably, whether Project Co has successfully provided that participation and assistance;
 - (iv) **(Commercial Acceptance Criteria)**: details of each of the Commercial Acceptance Criteria and Project Co's proposed methodology for achieving each of the Commercial Acceptance Criteria;
 - (v) **(Commercial Acceptance Tests)**: details of each of the Commercial Acceptance Tests including a methodology for the conduct of each test, details of the systems and parties involved in the conduct of each, the objectives of each test, the methodology for re-tests should a Commercial Acceptance Test be failed and the procedure for reporting the results of each Commercial Acceptance Test;
 - (vi) **(co-ordination of activities)**: information regarding the structure, procedures and methodology for co-ordinating Commercial Acceptance activities with those activities to be undertaken as part of the implementation of the Operational Readiness Plan;
 - (vii) **(Approvals)**: a list of all Approvals required (which have not been provided as at Technical Completion);
 - (viii) **(certificates of compliance)**: a list of all certificates of compliance required for the Project (which have not been provided as at Technical Completion) and the time at which they are required;
 - (ix) **(methodology)**: Project Co's methodology for:
 - A. identifying and rectifying Commercial Acceptance Outstanding Items, and other Defects;
 - B. ensuring that all warranties relating to the Correctional Complex have been obtained or otherwise are in place; and
 - C. ensuring that the Correctional Complex complies with the Completion Requirements, the Services Requirements and otherwise achieves the FFP Warranty; and
 - (x) **(other information)**: any other information reasonably requested by the State Representative or Independent Certifier.

2.14 Operational Readiness Plan

- (a) Project Co is to prepare an Operational Readiness Plan. The plan must:

- (i) demonstrate a clear understanding of the mobilisation and operational commissioning planning activities to ensure the delivery of the full range of Services at and after Commercial Acceptance in accordance with the Ramp-Up Profile Schedule;
- (ii) identify and quantify the resources to undertake the key mobilisation and operational commissioning tasks;
- (iii) set out the timeline and strategy for the coordinated development of the:
 - A. Technical Completion Plan;
 - B. Commercial Acceptance Plan; and
 - C. the Operating Phase Plans;
- (b) provide information regarding the mobilisation or operational commissioning of each of the Services, including:
 - (i) identification of key operational readiness dates;
 - (ii) identification and quantification of all personnel to be involved in operational readiness activities;
 - (iii) indicative allocation of operational readiness and ramp-up responsibilities and interdependencies, including as between:
 - A. Project Co;
 - B. the Operator;
 - C. the D&C Subcontractor;
 - D. the Significant Subcontractors; and
 - E. the State; and
 - (iv) the major mobilisation or commissioning risks and how these are to be managed or mitigated;
- (c) include a:
 - (i) strategy for liaising with and involving the State Representative in delivering the Operational Readiness Plan; and
 - (ii) strategy to engage all stakeholders;
- (d) detail Project Co's approach to meet the requirements set out in the Ramp-Up Profile Schedule;
- (e) detail the process for accepting Inmates into the Correctional Complex, including any proposed staging such as areas of the Correctional Complex to be opened sequentially, or Inmates to be prioritised for transfer;
- (f) methodology for oversight of the ramp-up process including any additional monitoring or testing to be undertaken to demonstrate that the Correctional Complex continues to be able to increase the number of Inmates at the Correctional Complex to achieve full operating capacity; and
- (g) detail Project Co's approach to ensuring a full Staff complement is available to meet the requirements set out in the Ramp-Up Profile Schedule.

2.15 Training and Apprenticeships Plan

- (a) Project Co is to prepare a Training and Apprenticeship Plan. The plan must:
- (i) specify the target number of apprentices for every tradespersons for the Project, which should be in the order of 1 apprentice for every 4 tradespersons;
 - (ii) identify the strategies and mechanisms that will ensure this target is met as a minimum;
 - (iii) contain a process for identifying and managing skill shortages and resourcing requirements in order to meet this target;
 - (iv) contain processes that actively support employees in the construction industry completing apprenticeships and traineeships and which should achieve completion rates of at least 65% (as measured on a company basis) by December 2019;
 - (v) demonstrate compliance with 'PBD-2016-02 Construction Apprenticeships' issued by the NSW Procurement Board dated 30 March 2016, as updated from time to time;
 - (vi) identify the issues involved with the management of the trainees and apprentices, highlighting critical issues that may arise and the proposed approaches to managing these issues during the Delivery Phase;
 - (vii) provide the method and approach required to meet quarterly reporting requirements to the Department of Industry; and
 - (viii) be in accordance with Legislation, employment obligations relevant to the employment of trainees and apprentices.

2.16 Australian Industry Participation Plan (Delivery)

- (a) Project Co is to prepare an Australian Industry Participation Plan (Delivery). The plan must:
- (i) provide a mechanism for Project Co to detail actions they will undertake to familiarise themselves with the capabilities of Australian businesses, identify qualified suppliers, and provide them with access to supply opportunities within a project. The objectives of an AIP plan are to:
 - A. demonstrate how full, fair and reasonable opportunity will be provided to Australian businesses to supply goods and services to a project;
 - B. detail the supply of key goods or services for a facility's initial operational phase, if the project involves establishing a new facility;
 - (ii) set out how and when Project Co will report on compliance with the AIP plan during the Delivery Phase and for the first two years of the Operating Phase;
 - (iii) be prepared using the approved template provided at: <http://www.industry.gov.au/industry/IndustryInitiatives/AustralianIndustryParticipation/Pages/AIP-plans-required-Jobs-Act-2013.aspx>; and
 - (iv) be prepared in accordance with requirements specific to the Project as determined by the AIP Authority.

2.17 Workplace Relations Management Plan

- (a) Project Co is to prepare a Workplace Relations Management Plan (**WRMP**) which complies with the Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction. The WRMP must include:
- (i) Project Co's organisational structure;
 - (ii) identification of industrial relations risks that the project might face;
 - (iii) how Project Co intends to establish the site;
 - (iv) how Project Co will select and manage subcontractors;
 - (v) how Project Co will establish terms and conditions of employment;
 - (vi) how Project Co will attract, recruit and retain suitable direct labour;
 - (vii) how Project Co will ensure that direct and subcontract employees can be mobilised to the site efficiently and effectively;
 - (viii) how Project Co proposes to achieve labour productivity and value for money objectives of the NSW Government;
 - (ix) how Project Co will measure and report labour productivity and performance;
 - (x) how Project Co will comply with the freedom of association objectives and right of entry requirements of the Guidelines;
 - (xi) how Project Co will ensure that employee grievances are managed effectively and in accordance with the relevant industrial instrument and the Guidelines;
 - (xii) how Project Co will manage unlawful industrial action; and
 - (xiii) how Project Co will audit and review the WRMP.

2.18 Handover Package

The Handover Package is to contain key information to enable the State or other incoming party to take over the Project Activities. As a minimum, this plan is to contain the following information:

- (a) **(Contracts)**: a list of all agreements, permits, licences or other documents which are material to the Project Activities, including (as appropriate) the contact number, name, address, email address, telephone and facsimile numbers of counterparties, contract price, value and subject matter;
- (b) **(Approvals correspondence)**: copies of all:
- (i) Correspondence with all relevant Authorities, the State, consultants, contractors and Key Subcontractors in relation to Approvals as required under the Communications and Community Relations Plan;
 - (ii) Approvals correspondence related to subsequent building works and alterations and additions to the Project Activities; and
 - (iii) Records relevant to any Approvals obtained by Project Co in respect of the Site or the Project Activities.

Schedule 12 — Completion Schedule, Technical Completion Schedule and Commercial Acceptance Schedule

1. Technical Completion Criteria

The criteria set out below constitute the Technical Completion Criteria. Unless stated otherwise, Project Co must satisfy each of the Technical Completion Criteria to the satisfaction of the Independent Certifier.

Item	Subject Matter	Technical Completion Criterion
1.	Delivery Phase Plans	<p>Project Co must have submitted a Technical Completion Plan that has been reviewed in accordance with the Review Procedures and does not have any outstanding "conditions" (as that term is used in the Review Procedures).</p> <p>Project Co must have complied with all of its obligations set out in the Technical Completion Plan.</p> <p>Project Co must have complied with its obligations relevant to Technical Completion as set out in the Operational Readiness Plan.</p>
2.	Technical Completion Tests	<p>Project Co must have successfully completed all of the Technical Completion Tests:</p> <ul style="list-style-type: none"> ▪ set out in Attachment 1; ▪ that are included in the Technical Completion Plan; ▪ that are Additional Technical Completion Tests; and ▪ that are required to prove all functionality of each piece of Equipment provided by Project Co.
3.	Works in accordance with For Construction Documentation	<p>Project Co must have completed the Works in accordance with the For Construction Documentation and must have installed all Equipment in accordance with this Deed, except for the soft landscaping which will be a Commercial Acceptance Criterion (to the extent it does not adversely impact on the operational readiness and training that is to be undertaken during the Commissioning Period).</p>
4.	Conditions for Submitted Documents	<p>Project Co must have satisfied, in accordance with the Review Procedures, all outstanding items for all Design Deliverables (including 'comments' and 'conditions') identified by the State in accordance with the Review Procedures.</p>
5.	Fit For Purpose	<p>There are no issues that would prevent the Correctional Complex from meeting the FFP Warranty at Commercial Acceptance.</p>
6.	Approvals	<p>Project Co must have obtained all Approvals required for the occupation of the Correctional Complex (including any required occupancy certificates) and provided copies of those Approvals to the Independent Certifier. To the extent that such Approvals contain conditions, those conditions must not impact on the</p>

Item	Subject Matter	Technical Completion Criterion
		ability of the Correctional Complex to satisfy the FFP Warranty.
7.	Damage	Project Co must have repaired or rectified any property damage including damage on or to the Site, the property adjoining the Site or the Correctional Complex arising in the course of carrying out the Works, other than where these are Technical Completion Outstanding Items.
8.	Safety	Project Co must have done all that is required to ensure that all State Associates are safe from the Delivery Phase Activities that are continuing beyond Technical Completion.
9.	Removed construction machinery	Project Co must have removed all Temporary Equipment not required to achieve Commercial Acceptance.
10.	Clean	Project Co must have cleaned the Correctional Complex so that the Correctional Complex is free of all construction debris and rubbish, and have conducted metal detector sweeps of the areas inside the perimeter fences, in order to ensure all metal objects have been removed, so that the Correctional Centres and Site are clean, tidy and free from rubbish, construction waste, dust, metal and scrap to the satisfaction of the State (acting reasonably).
11.	Project Co capable of obtaining Approvals to perform the Services	The Correctional Complex must be in a condition and standard that will not prevent Project Co from obtaining any Approvals necessary for Commercial Acceptance.
12.	No Defects	Except for any Technical Completion Outstanding Items, the Correctional Complex must be free from all Defects.
13.	Quality assurance	<p>Project Co must have:</p> <ul style="list-style-type: none"> ▪ audited the Delivery Phase Activities against the Quality Assurance Plan and the Quality Assurance System; ▪ ensured that the D&C Subcontractor has rectified all non-conformances with the Quality Assurance Plan and the Quality Assurance System; and ▪ provided evidence that the Quality Assurance System remains certified in accordance with clauses 11.1 and 22.
14.	Survey	Project Co must have provided the State with the survey required by clause 5.6(f) of this Deed.
15.	Miscellaneous	Project Co must have done all other things required by this Deed to achieve Technical Completion.

2. Commercial Acceptance Criteria

The criteria set out below constitute the Commercial Acceptance Criteria for the purposes of this Deed. Unless stated otherwise, Project Co must satisfy each of the Commercial Acceptance Criteria to the satisfaction of the State Representative (acting reasonably).

Item	Subject Matter	Commercial Acceptance Criterion
1.	Compliance with the Operational Readiness Plan	<p>Project Co must have submitted the Operational Readiness Plan that has been reviewed in accordance with the Review Procedures and does not have any outstanding "conditions" (as that term is used in the Review Procedures).</p> <p>Project Co must have complied with its obligations relevant to Commercial Acceptance as set out in the Operational Readiness Plan.</p>
2.	Compliance with Commercial Acceptance Plan	<p>Project Co must have submitted a final version of the Commercial Acceptance Plan that has been reviewed in accordance with the Review Procedures and does not have any outstanding "conditions" (as that term is used in the Review Procedures).</p> <p>Project Co must have complied with its obligations in the Commercial Acceptance Plan.</p>
3.	Commercial Acceptance Tests	<p>Project Co must have successfully completed all of the Commercial Acceptance Tests:</p> <ul style="list-style-type: none"> ▪ set out in Attachment 1; ▪ that are included in the Commercial Acceptance Plan; and ▪ that are Additional Commercial Acceptance Tests.
4.	Technical Completion	<p>The Independent Certifier must have issued a Certificate of Technical Completion to the State under clause 23.9 certifying that Technical Completion has been achieved.</p> <p>Project Co must have supplied the State with the final Technical Completion Report in accordance with clause 23.8 of this Deed.</p>
5.	Fault-Free Period	<p>Project Co must have successfully completed fault-free operation of the Correctional Complex for 28 consecutive days, 24 hours a day, under full operating conditions (in the absence of Inmates) (Fault-Free Period).</p> <p>During the Fault-Free Period, the Correctional Complex must continually meet the Design Requirements and Services Requirements.</p> <p>The Fault-Free Period will be recommenced if there are any Material Defects.</p>
6.	Operating Phase Plans	<p>Project Co must have submitted a final version of all Operating Phase Plans in accordance with the Operating Phase Plans and Reports Schedule that have been reviewed in accordance with the Review Procedures and do not have any outstanding "comments" or "conditions" (as those terms are used in the</p>

Item	Subject Matter	Commercial Acceptance Criterion
		Review Procedures).
7.	Technical Completion Outstanding Items	Project Co must have provided written confirmation from the Independent Certifier to the State that all Technical Completion Outstanding Items required to be completed prior to Commercial Acceptance have been completed.
8.	Fit For Purpose	The Correctional Complex is Fit for Purpose.
9.	Damage	Project Co must have repaired or rectified any property damage (including damage on or to property adjoining the Site caused or contributed to by Project Co or its Associates) that occurred after Technical Completion, to the satisfaction of the State other than where these are Commercial Acceptance Outstanding Items.
10.	Safety	Project Co must have satisfied the State that the Correctional Complex is in a condition such that Project Co is ready to receive Inmates in accordance with this Deed.
11.	Clean	Project Co must have cleaned the Correctional Complex (including cleaning the exterior and completing a clinical clean of the clinical areas).
12.	Insurances	Project Co must have provided evidence that it has procured all Insurances required for the Operating Phase in accordance with clause 46 of this Deed.
13.	Miscellaneous	<p>Project Co must have otherwise done all other things required by this Deed to achieve Commercial Acceptance.</p> <p>Project Co must have provided the State with accurate and up-to-date as built drawings, BIM model information, room data sheets, architectural and services drawings and all other information required by the emergency services.</p>
14.	Public open day	Project Co must provide the opportunity for members of the public to visit the Correctional Complex prior to Commercial Acceptance.

Attachment 1

1. General testing requirements

1.1 Overview

- (a) Project Co's overriding obligations in respect of the regime of Completion Tests are to demonstrate that:
 - (i) the requirements of the Output Specification have been met;
 - (ii) the requirements of the Design Proposal have been met; and
 - (iii) the Correctional Complex meets the FFP Warranty.
- (b) Without limiting Project Co's overriding obligations set out in section 1.1 (a), Project Co must:
 - (i) conduct those tests necessary to demonstrate that the requirements of the Output Specification have been met and the Correctional Complex is Fit For Purpose (even where those tests are not specifically identified in this Schedule);
 - (ii) conduct any tests over and above those listed here to demonstrate the operation and functionality of the Equipment provided by Project Co, even where Equipment has been provided that is not specifically listed below; and
 - (iii) comply with all reasonable directions of the State and the Independent Certifier in relation to the conduct of the Completion Tests.

1.2 Testing personnel

- (a) Project Co must ensure that all testing is undertaken by experienced commissioning personnel who:
 - (i) are correctly certified for the relevant particular test; and
 - (ii) have valid experience in the relevant particular field.
- (b) Without limiting section 1.2(a), where required by the State Project Documents, a Policy or Law, Project Co must ensure that testing is conducted under the supervision of an accredited person of the manufacturer or supplier of the particular item of Equipment.

1.3 Testing instruments

Project Co must:

- (a) supply or otherwise provide all instruments and appliances necessary to conduct any Completion Tests;
- (b) ensure all test instruments have been checked and calibrated for accuracy by:
 - (i) the manufacturer; or
 - (ii) a NATA accredited testing facility,in accordance with the manufacturer's requirements;
- (c) only use test instruments if they have been designed for the specific task for which they are used; and
- (d) provide a copy of calibration showing the degree of accuracy of each of the testing instruments to the State Representative and the Independent Certifier if requested by the State Representative or the Independent Certifier.

1.4 'Demonstrate'

Where the word 'demonstrate' appears throughout this Schedule 12 in relation to the operation of equipment or a system, Project Co must, in addition to its demonstration obligation, provide a procedure which will allow the equipment or system to be operated.

2. Technical Completion Tests**2.1 Architectural**

Project Co must:

- (a) **(general)**: carry out testing to ensure that all cell areas meet the minimum requirements in accordance with the Design Requirements and the Services Requirements and otherwise to the reasonable satisfaction of the Independent Certifier;
- (b) **(environmental)**: carry out testing to certify that all areas of the Correctional Complex where day lighting requirements are specified in accordance with the Output Specification meet the specified requirements; and
- (c) **(landscaping)**:
 - (i) carry out testing to demonstrate that all vehicle and pedestrian movement paths within the Site meet the requirements for passing and serviceability;
 - (ii) carry out testing to demonstrate the full functionality of the complete irrigation system;
 - (iii) provide a record of all plants provided at Technical Completion and a report by an independent landscape consultant on the condition of all plants at Technical Completion; and
 - (iv) confirm the landscaping complies with the grounds maintenance standards as set out in clause 3.2 of Volume 4, Part C, Section 4 of the Output Specification.

2.2 Removal of metal and other objects from the Site

Project Co must:

- (a) carry out metal scanning of the Site and provide written confirmation to the State that all metal has been removed; and
- (b) ensure that any product or material that could become a security risk in respect of the Services is removed from the Site prior to Technical Completion.

2.3 Food delivery system

Project Co must carry out testing to demonstrate the full capability of the food delivery system to meet the Output Specification.

2.4 Laundry

Project Co must carry out testing to demonstrate the full capability of the laundry facilities or arrangements to meet the Design Requirements.

2.5 Acoustics

Project Co must carry out testing to demonstrate that the requirements of the Output Specification are met.

2.6 Integrated testing

- (a) **(Technical Completion Tests)**: The Technical Completion Tests must include, as a minimum, testing which spans across all engineering service disciplines and other disciplines, as required to obtain satisfactory operation of an overall system and Site **(Integrated Testing)** at the completion of the Works.

- (b) **(Integrated Testing):** Without limiting section 2.6(a), Project Co must carry out Integrated Testing, at a minimum, in respect of the following:
 - (i) critical operational tests of installations (computer rooms, control rooms, emergency generators, back-up system operation and alarming), and essential services systems (fire mode operation tests, etc); and
 - (ii) performance testing of systems or situations that cover more than a single discipline: e.g. energy testing, load tests on mechanical and boiler systems, failure simulation tests, running of services systems over the unoccupied testing period.
- (c) **(Systems are operational):** Integrated Testing must demonstrate that all systems and interfaces between systems are operating correctly, ensuring the operation of the system as a whole is successful.
- (d) **(Phases):** Project Co must carry out Integrated Testing in phases to be agreed with the Independent Certifier prior to operational commissioning, in accordance with the Delivery Phase Program.
- (e) **(Satisfaction of Independent Certifier):** Each phase must be completed to the satisfaction of the Independent Certifier prior to commencement of the next phase.
- (f) **(Artificial loads):** Project Co must provide any and all artificial loads (e.g. heat, electrical) required for a full load testing in accordance with the State Project Documents, Policies or Law.
- (g) **(Completed systems):** Integrated Testing must only be carried out on completed systems where all components of each system have been installed, tested and completed.
- (h) **(Building engineering systems):** The running of the building engineering systems must be logged and controlled at the building management system.

2.7 Ecologically Sustainable Design (ESD) Services

Project Co must provide a sustainability report demonstrating the achievement of the sustainability targets contained in the Output Specification and otherwise in accordance with the requirements of the Design Development Schedule.

2.8 Mechanical Services

All commissioning must be undertaken in accordance with the requirements of either the CIBSE Commissioning Codes, ASHRAE Guideline Standard 202-2013 and Guideline 1.1 2007 and Standard 111 (whichever imposes the higher or greater standard or requirement).

Project Co must:

- (a) **(acceptance testing):**
 - (i) commission, test and balance each of the mechanical systems installed;
 - (ii) ensure testing and balancing is carried out:
 - (A) by technicians certified by the National Environmental Balancing Bureau (NEBB) and to NEBB standard; and
 - (B) under the supervision of an accredited representative of the manufacturer or supplier of the particular item of Equipment; and
 - (iii) ensure comprehensive pre-commissioning, commissioning, and quality monitoring are performed;
- (b) **(testing and commissioning):** at a minimum, commission, test and record, and demonstrate the operation of the following systems (including all sub components and individual equipment forming part of):

- (i) heating system;
- (ii) mechanical ventilation system;
- (iii) natural ventilation system;
- (iv) chilled water and heating water system;
- (v) air conditioning systems;
- (vi) natural gas distribution system;
- (vii) kitchen systems;
- (viii) general exhaust systems;
- (ix) specialist industries systems;
- (x) air balancing of all air handling systems, grilles and diffusers;
- (xi) air pressurisation tests in all areas where a designated amount of air pressurisation is required or where a pressure gradient is required from one area to another;
- (xii) water balancing of all water circulation systems;
- (xiii) test domestic hot water system, including any solar contribution systems;
- (xiv) test system water flow and pressure systems;
- (xv) test high-efficiency particulate air filter and housing testing and filter and housing fumigation system;
- (xvi) acceptance testing of all Equipment, including testing recommended by manufacturers;
- (xvii) test and record room temperature logging system;
- (xviii) test fire and life safety system and component testing, including all essential services systems;
- (xix) test and record building management system;
- (xx) test and record plant and equipment control system;
- (xxi) test fail safe systems;
- (xxii) test room air velocity and comfort temperature system;
- (xxiii) test electrical system operation, including the testing of any interlock or relay type control carried out directly through the mechanical switchboards;
- (xxiv) test involvement in Integrated Testing of systems such as fire mode operation, emergency generator operation, communications room system;
- (xxv) test authority supply system;
- (xxvi) test chemical treatment system;
- (xxvii) test main data room and communications room environmental control, monitoring and alarm systems and interfaces with the building management system;

- (xxviii) test pressures and flow rates at all gas outlets;
 - (xxix) test all safety controls to gas systems;
 - (xxx) test central plant performance system to verify manufacturers' performance data;
 - (xxxi) test refrigerant leak prevention system;
 - (xxxii) test medical gas cross-contamination prevention system;
 - (xxxiii) test medical gas alarm and auto changeover systems;
 - (xxxiv) test recovery system operation;
 - (xxxv) test heating and cooling capacity verification;
 - (xxxvi) test smoke control and smoke management systems; and
 - (xxxvii) inspect to ensure mechanical ducting (including ensuring mechanical ducting is clean).
- (c) **(pipework)**; undertake tests to ensure that:
- (i) pipework is chemically clean and all piping systems have been flushed;
 - (ii) as pipework proceeds, and before pipes are hidden or lagged, testing of the various systems to twice the maximum working pressure, as set out in AS 4041, is undertaken;
 - (iii) as pipework proceeds and before pipes are hidden or lagged, testing of the various systems at 1.5 times the working pressure or 1 MPa (whichever is the greater) for at least 24 hours continuously;
 - (iv) test pressures are maintained for not less than 4 hours prior to inspecting all joints; and
 - (v) equivalent tests are carried out on each system when all pipework has been completed;
- (d) **(air quantities)**: conduct all SMACNA and AS 4254 tests and submit results, regulate and adjust the volume dampers on all ductwork systems to achieve the air quantities shown on the For Construction Documentation and to the satisfaction of the Independent Certifier;
- (e) **(water quantities)**: conduct water balancing tests and submit results, regulate and adjust the volume control valves on all piping systems to achieve the water quantities nominated and to the satisfaction of the Independent Certifier;
- (f) **(Authorities)**:
- (i) perform all tests required by Authorities (other than the State) who may from time to time have jurisdiction over the work, and obtain the necessary certificates of approval; and
 - (ii) lodge all these certificates of approval with the State;
- (g) **(automatic controls)**: effect and maintain the setting and calibration of all automatic controls, to achieve correct operation of the systems; and
- (h) **(Building Management System (BMS))**: test every function, connection, interface and control mechanism supported by the BMS to the satisfaction of the Independent Certifier, including:

- (i) test point-to-point communications;
- (ii) testing of control strategies;
- (iii) test calibration settings;
- (iv) testing of temperature control and monitoring of thermal systems and air conditioning;
- (v) testing of electrical services interfaces monitoring and alarms via individual dedicated PLC systems, uninterrupted power supplies (**UPS**), standby gensets and the like;
- (vi) test staging of thermal and cooling plant load management, control and monitoring;
- (vii) testing of alarming to BMS front end;
- (viii) testing and monitoring of auto changeover procedures;
- (ix) testing of trending capabilities and accreditation capabilities (to meet the ESD requirements described in the Output Specification and other accreditation requirements); and
- (x) testing of reporting functions, generation of reports on all event types.

2.9 Vertical transportation

Project Co must complete the following testing in respect of all vertical transportation systems:

- (a) risk assessment reporting;
- (b) test emergency mode systems;
- (c) test trapped person alarm system;
- (d) test security key access system;
- (e) full traffic analysis for all installed vertical transport equipment;
- (f) full test reports; and
- (g) statement of compliance for each lift.

2.10 Electrical services

Project Co must, as a minimum, commission, test and record, and demonstrate the operation of the electrical systems as set out below (including all sub components and individual Equipment forming part of the electrical systems):

- (a) specialist industries systems;
- (b) power factor correction systems;
- (c) all main and distribution switchboards;
- (d) co-generation / tri-generation systems;
- (e) generator system operation including all interfaces;
- (f) load shed system;
- (g) standby power systems, including alarms to BMS and all interfaces;

- (h) changeover and switching operation to alternative supplies;
- (i) all lighting including compliance with all lux level requirements;
- (j) general power;
- (k) electromedical power systems;
- (l) lightning protection systems;
- (m) emergency and exit lighting, including all monitoring systems;
- (n) all override control systems;
- (o) integrated systems testing, including all BMS and fire life safety systems;
- (p) surge protection systems;
- (q) metering and monitoring systems;
- (r) lighting addressing;
- (s) **(earthing):**
 - (i) check that all earthing provided is installed and tested to the requirements of AS/NZS 3000, AS/NZS 3017 and AS/NZS 3003;
 - (ii) test the main earth;
 - (iii) check all earthing terminations, and test the resistance and continuity of all earthing and bonding conductors;
 - (iv) check that clear labels have been provided for the main earth and the communications earth; and
 - (v) provide separate test results for the lightning protection system in terms of the requirements of AS 1768;
- (t) **(switch and distribution boards):**
 - (i) test the main switchboard and all distribution boards to demonstrate operational functionality;
 - (ii) test safety switches and Residual Current Devices (**RCDs**) in accordance with the requirements of AS/NZS 3000 and AS/NZS 3003;
 - (iii) test earth loop impedance on every circuit;
 - (iv) check that correct cartridges are fitted to all fuse holders and that all overload relays have been correctly set;
 - (v) check that all interlock circuits function correctly;
 - (vi) carry out insulation tests;
 - (vii) check that all circuit breakers function correctly;
 - (viii) check that spare HRC fuse cartridges and other spare parts have been supplied and are fitted in racks provided;
 - (ix) check that all operating handles and other loose items have been supplied and are in the correct storage positions;

- (x) touch up cabinet scratches and polish off any dirty marks; and
- (xi) vacuum out all switchboard and control panel cabinets and refit removed covers;
- (u) **(thermographic scan):**
 - (i) provide a thermographic scan of the entire electrical (power) installation including interiors of switchboards as carried out by qualified personnel. Two scans shall be carried out at a time to be mutually agreed with the Independent Certifier (test 1 within 4 weeks of the Date of Technical Completion); and
 - (ii) provide a comprehensive report to be submitted within 2 weeks following the completion of each scan;
- (v) during integrated testing across the fully functioning electrical service, test and record that all power points within a Building, Neighbourhood, Community, Correctional Centre and the Correctional Complex are serviceable and are available for simultaneous use; and
- (w) simultaneously test all power points by connecting the maximum operational design load and confirm the operation of the electrical distribution infrastructure and its equipment is able to operate under the maximum operational designed load conditions across the fully functioning site.

2.11 Communications systems

Project Co must:

- (a) **(acceptance testing):** demonstrate that each communication system delivered as part of the Correctional Complex is correctly functioning and otherwise meets the Output Specification and the functional output of the system as a whole;
- (b) **(structured cabling system):**
 - (i) ensure the information and communications technology commissioning process is closely coordinated with the information and communications technology Subcontractor and the engineering services commissioning. Major information and communications technology commissioning stages shall include:
 - (A) pre-deployment bench testing;
 - (B) deployment of hardware;
 - (C) programming;
 - (D) testing of carrier interfaces, local area networks and wide area networks links;
 - (E) patching;
 - (F) handset rollout; and
 - (G) user acceptance testing;
 - (ii) during information and communications technology commissioning, demonstrate that the Output Specification and the other requirements of this Deed have been met, including:
 - (A) conducting performance testing of all terminations and outlets in accordance with AS/NZS 3080, AS/NZS 3087, the system manufacturer's requirements, and compliant with Class-E;
 - (B) demonstrating compliance with the State's installation and commissioning standards;

- (C) demonstrating installation has been reviewed and certified by an Information Security Registered Assessor Program (**IRAP**) approved person;
 - (D) performing testing as per the vendor's requirement; and
 - (E) providing copies of the test result and the vendor's certification;
- (c) **(communications testing personnel):**
- (i) ensure that each individual network and the complete installation is certified in total by an IRAP approved person and evidence of full certification provided;
 - (ii) ensure that the information and communications technology Subcontractor provides all specialist testing personnel for testing information and communications technology equipment and systems in the relevant Equipment list; and
 - (iii) allocate a project manager to managing the information and communications technology installation, testing, commissioning and handover (and closely coordinate with the Independent Certifier to ensure that all information and communications technology occupancy issues are coordinated with the services commissioning and Delivery Phase Program);
- (d) **(IPTV):** demonstrate that the internet protocol television (**IPTV**) system, when fully equipped and all units switched on:
- (i) provides a signal on every channel free of noise, horizontal bars, smearing, ghosting, pixelating, hum, etc.;
 - (ii) provides the required level of signal to all TVs simultaneously across the Correctional Complex;
 - (iii) and its components satisfy the applicable Policies;
 - (iv) cannot be compromised by Inmates in any way for use outside of its intended purpose;
 - (v) provides automated software to allow for the blocking of programs based on rating, time schedule and manual action; and
 - (vi) provides all required channels and content;
- (e) **(Public Address System (PAS)):** demonstrate that:
- (i) control room staff can make announcements to any zone in the Correctional Complex;
 - (ii) officer post staff can make announcements to the local area;
 - (iii) the PAS allows announcements to be made;
 - (iv) announcements are integrated to the cell intercommunication system; and
 - (v) PAS announcements can be turned down and muted in AV areas.
- (f) **(Voice Telecommunication System (VTS)):** demonstrate that the VTS:
- (i) operates as a single integrated system across the Correctional Complex;
 - (ii) provides the full functionality required; and

- (iii) provides the call handling abilities required from each type of handset, anywhere within the Correctional Complex;
- (g) **(Audio Visual (AV) system):**
 - (i) fully test and commission all AV systems;
 - (ii) demonstrate the functionality of each AV system, including demonstrating that each AV system meets the requirements of the Output Specification;
 - (iii) fully test and commission all video conferencing systems in accordance with the manufacturers' requirements; and
 - (iv) ensure that all testing of the AV system is undertaken by an experienced commissioning representative of the installation company and under the supervision of an accredited representative of the manufacturer;
- (h) **(nurse call systems):**
 - (i) fully test and commission all nurse call systems in accordance with the manufacturers' requirements;
 - (ii) demonstrate the nurse call functionality fully; and
 - (iii) ensure that all testing of the nurse call system is undertaken by an experienced commissioning representative under the supervision of an accredited representative of the manufacturer;
- (i) **(Inmate Interactive Learning System (IILS)):**
 - (i) demonstrate that the IILS has been fully tested and commissioned;
 - (ii) demonstrate the functionality and operation of the IILS to provide learning and information services;
 - (iii) demonstrate the ability to easily change content;
 - (iv) demonstrate all functions as per the Output Specification; and
 - (v) demonstrate that the IILS cannot be compromised by Inmates in any way for use outside of their intended purpose;
- (j) **(Inmate phone systems (including all functionality and interfaces)):**
 - (i) fully test and commission all Inmate phone systems;
 - (ii) demonstrate the Inmate phone functionality; and
 - (iii) demonstrate live listening and recording by the CSNSW Security and Intelligence Division.
- (k) **(Inmate information kiosk system (including all functionality and interfaces)):**
 - (i) fully test and commission the Inmate information kiosk systems in accordance with the manufacturers' requirements; and
 - (ii) demonstrate the Inmate information kiosk functionality;
- (l) **(video conferencing rooms):**
 - (i) demonstrate the functionality of each video conferencing system (general, eHealth and audio-video conferencing links to Courts);

- (ii) demonstrate audio video conferencing links to Courts are compatible with all courts, tribunals and NSW Department of Justice video conferencing facilities statewide, including demonstrating that all Court video conferencing systems meet the requirements of the Output Specification;
 - (iii) fully test and commission all video conferencing systems in accordance with the manufacturers' requirements; and
 - (iv) ensure that all testing of the video conferencing system is undertaken by an experienced commissioning representative of the installation company and under the supervision of an accredited representative of the manufacturer;
- (m) **(communications contractor manual):**
- (i) include in the initial Technical Completion Report a manual prepared by the information and communications technology Subcontractor including:
 - (A) all relevant data relating to the information and communications technology systems, equipment and their interfaces;
 - (B) details of the configuration and programming of equipment;
 - (C) information on operation and maintenance of the information and communications technology system and equipment;
 - (D) cabling infrastructure drawings (including all cables installed by Project Co) including the following details:
 - (I) fibre optic cabling infrastructure;
 - (II) horizontal cabling;
 - (III) patching records;
 - (IV) cable risers;
 - (V) cabling redundancy;
 - (VI) building distributor rack layouts and rack elevations; and
 - (VII) PABX Comms Room rack layouts and elevations; and
 - (ii) ensure that the manual is in plain English;
- (n) **(ICT components):** demonstrate that all ICT systems have been fully tested and commissioned including:
- (i) all network equipment such as switches and routers;
 - (ii) all telephony and VoIP equipment;
 - (iii) all storage area network (**SAN**) equipment including data storage and backup tapes;
 - (iv) all servers and workstations;
 - (v) all cable management and racking;
 - (vi) all videoconferencing and AV system equipment;
 - (vii) all multimedia streaming system;

- (viii) all wireless IP handsets; and
- (ix) any other ICT hardware, software, applications, systems and other components that are required by the Independent Certifier to be demonstrated and tested;
- (o) **(timed synchronisation):**
 - (i) demonstrate that all devices are timed synchronised, have been fully tested and commissioned by an experienced commissioning representative; and
 - (ii) include in the manual referred to in paragraph (m) above all timed synchronised equipment test logs; and
- (p) **(testing of network systems):**
 - (i) demonstrate and provide a report from an independent penetration testing provider that all networks, switches, servers, computers, information systems, software and infrastructure are not susceptible to any known vulnerabilities, using testing based on Best Industry Practices.

2.12 Fire engineering

Project Co must obtain from a registered fire safety engineer and building surveyor, a statement that the Correctional Complex complies with:

- (a) the Victorian Cell and Fire Safety Guidelines, to the extent the Correctional Complex is required to comply with the Victorian Cell and Fire Safety Guidelines (whether pursuant to the State Project Documents or otherwise); and
- (b) otherwise, the National Construction Code,

and all other applicable Laws and Policies.

2.13 Fire protection services

Project Co must commission, test and demonstrate the operation of the fire systems (including all sub components and individual equipment forming part of the system):

- (a) response times to all accommodation areas can be achieved in practice within timelines specified in the fire engineering report;
- (b) fire alarm system operation including point testing and operation of all interfaced systems for fire mode operation;
- (c) multi point aspirating smoke detection system operation;
- (d) sprinkler and fire hydrant system flow testing to prove water supply;
- (e) occupancy warning system testing to the satisfaction of the applicable Policies;
- (f) verification of fire and life safety systems including Integrated Testing;
- (g) fire pump operational tests;
- (h) fire hydrant and hose-reel systems testing;
- (i) testing of installation of fire extinguishers;
- (j) fire computer monitoring and control;
- (k) fire emergency warning and intercommunication system (**EWIS**) operation;
- (l) any special area fire protection (including any computer room); and

- (m) VESDA Fire alarm system operational testing.

2.14 Hydraulic services

Project Co must commission, test and demonstrate the operation of the hydraulic systems (including all sub components and individual equipment forming part of):

- (a) ensure all systems operate to satisfy the full requirements set out for each service;
- (b) commission and test, at a minimum:
 - (i) hydrostatically test all sewer drainage and trade waste drainage systems;
 - (ii) hydrostatically test all sanitary plumbing systems;
 - (iii) hydrostatically test all downpipes systems;
 - (iv) in drain camera inspection of all gravity drainage lines;
 - (v) pressure test all cold and heated water pipe lines;
 - (vi) temperature control at all hot water outlets;
 - (vii) operation of all fixtures, taps and points of demand;
 - (viii) flow rates of all fixtures, fittings and points of demand;
 - (ix) during integrated testing across the fully functioning hydraulic service and Site and in accordance with Site operational design, test simultaneously the designed maximum sanitary fittings and fixtures such that the relevant equipment is able to operate under the maximum operating designed load conditions, and confirm the hydraulic distribution infrastructure and its ability to simultaneously supply maximum design load conditions across the Site;
 - (x) temperature within the heated water reticulation systems;
 - (xi) operation of all water pumps;
 - (xii) operation of all sewerage pumps;
 - (xiii) operation of all rainwater pumps;
 - (xiv) operation of all sewerage reclamation and treatment;
 - (xv) operation of all trade wastes and grease traps;
 - (xvi) operation of all dedicated industries systems;
 - (xvii) operation of all dedicated medical systems;
 - (xviii) operation and temperature settings of hot water generation systems;
 - (xix) operation and temperature settings of solar systems;
 - (xx) operation of all valves, backflow devices, pressure devices temperature and controls and systems under operational conditions;
 - (xxi) demonstrate BMS monitoring of all points;
 - (xxii) isolation of services as per the Output Specification;
 - (xxiii) schedules for all equipment, valves and operational items; and

- (xxiv) tank control systems testing; and
- (c) demonstrate the capacity of the hydraulics systems to ensure it is able to continuously provide sufficient water to every tapping (e.g. basins, showers and toilets) when operating simultaneously across the Correctional Complex in accordance with the water management system detailed in the Proposal.

2.15 Civil engineering

Project Co must:

- (a) **(acceptance testing):**
 - (i) test all stormwater management discharge requirements;
 - (ii) undertake water testing up for drains in accordance with AS/NZS 3500.3; and
 - (iii) flush all pipes, cleaning all pits and testing all water control and quality devices; and
- (b) **(certification):**
 - (i) obtain from an independent design consultant a Form 11 Certificate of Compliance under the NCC for all elements of civil testing; and
 - (ii) provide proof that the design and construction of all civil works meets the Output Specification.

2.16 Structural engineering

Project Co must provide:

- (a) evidence that the materials used and construction undertaken comply with the For Construction Documentation;
- (b) a complete set of as-built structural documentation in approved electronic format; and
- (c) evidence that all variations and alterations made to the certified documentation have been evaluated and approved.

2.17 Security

(a) Project Co must:

- (i) test the Electronic Security System, on a component by component basis and as a complete system to demonstrate compliance with the requirements set out in the Output Specification; and
 - (ii) test the Electronic Security System to demonstrate that all elements of the Electronic Security System, including each piece of equipment, are fully functioning, configured correctly and interface correctly with other systems in accordance with the Output Specification and the intended use.
- (b) Without limiting Section 2.17(a), Project Co must:
- (i) test all elements of the Electronic Security System, equipment and devices in accordance with the manufacturers' recommended test procedures, State testing requirements and the requirements set out in the Output Specification;
 - (ii) test the function and operation of each and every point and device;
 - (iii) test alarm response and annunciation of each point and device;
 - (iv) check logging and recording of activity for each alarm point and device;

- (v) test required interfaces with other systems for each alarm point and devices;
- (vi) conduct all tests necessary to ensure and otherwise demonstrate:
 - (A) each Electronic Security System unit is time synchronised to a central network time protocol;
 - (B) all interlocking doors function as required, including all override commands;
 - (C) the functionality and integration of all systems deployed across the Site;
 - (D) the functionality of Master Control Points; and
 - (E) the ability to be able to convey information and alarms effectively to an operator;
- (vii) with respect to the Security Management System (**SMS**), conduct all testing necessary to ensure and otherwise demonstrate:
 - (A) the ability of the SMS to handle all alarms;
 - (B) all interfacing to the SMS allowing a central control platform;
 - (C) all redundancy of the SMS including that there is no single point of failure;
 - (D) the ability for any report to be generated from an audit;
 - (E) all user interface abilities and control as specified;
 - (F) the receipt of alarm times from the furthest point of the Correctional Complex;
 - (G) the response procedure and all corresponding actions for the receipt of alarms;
 - (H) the ability of a User (as defined in the Output Specification) to be able to logon within specified time frames and authority levels;
 - (I) that all high and low level interfaces within the SMS are functional and interface correctly;
 - (J) the security reporting interface and exportability;
 - (K) redundant pathways and redundancy practices; and
 - (L) all functionality of each component; and
 - (M) all high and low level interfaces within the SMS to ensure that they function and interface correctly.
- (viii) with respect to the Security Communications Network (**SCN**), conduct all testing necessary to ensure and otherwise demonstrate:
 - (A) the SCN is capable of communicating on every line simultaneously with no slowdown in transmission;
 - (B) the SCN is secured from internal and external breaches;
 - (C) all redundancy of the SCN including that there is no single point of failure;
 - (D) the ability for any report to be generated from an audit;

- (E) the functionality of each component; and
 - (F) testing of redundant pathways and redundancy practices;
- (ix) with respect to the Access Control System (**ACS**), conduct all testing necessary to ensure and otherwise demonstrate:
- (A) the integration of all ACS components into the SMS for the monitoring of all door functions and alarms;
 - (B) the functionality of each component;
 - (C) the ability of the ACS to allow an operator to acknowledge an event and review all associated data, including external systems;
 - (D) the ability of the ACS to control users based on the stated restrictions;
 - (E) the ability of the ACS to remain fully operational in the case of a loss of communication to the master panel;
 - (F) the ability to create and program access control cards; and
 - (G) that audit trails and system event logs record all system event history;
- (x) with respect to the Intruder Detection System (**IDS**), conduct all testing necessary to ensure and otherwise demonstrate:
- (A) the integration of all IDS components into the SMS for the monitoring of all alarms;
 - (B) the functionality of each component;
 - (C) the ability of the IDS to allow an operator to acknowledge an event and review all associated data, including external systems;
 - (D) the ability of the IDS to control components based on varying restrictions; and
 - (E) the ability of the IDS to remain fully operational in the case of a loss of communication to the master panel;
- (xi) with respect to the Perimeter Detection System (**PDS**), conduct all testing necessary to ensure and otherwise demonstrate:
- (A) the perimeter cannot be traversed in any way without an alarm being activated at all times of the day and during all weather conditions;
 - (B) the PDS' resistance to nuisance alarms;
 - (C) that no building forming part of the perimeter can be penetrated from the inside or exterior;
 - (D) the integration of all PDS components into the SMS for the receipt of an alarm for each zone and component;
 - (E) the receipt and all corresponding subsequent actions (across every linked system) undertaken from the receipt of any alarm associated with the PDS;
 - (F) that an intruder within any zone can be identified from the CCTV system (and subsequent control of the CCTV system) at all times of the day and during all weather conditions;

- (G) the CCTV system can respond to the PDS alarm without hindering the use of CCTV cameras assigned to the internal grounds;
 - (H) all tests detailed above can be conducted simultaneously for a minimum of three breaches at distant points around the Correctional Complex;
 - (I) the continued operational ability of the PDS and operator alerts if the entire SMS fails;
 - (J) the functionality of each component; and
 - (K) the ability to review all information across systems on review of a PDS alarm;
- (xii) with respect to the closed circuit television (**CCTV**), conduct all testing necessary to ensure and otherwise demonstrate:
- (A) the CCTV system architecture allows all cameras to be controlled, monitored and recorded simultaneously without any slowing of the system;
 - (B) each camera has been adjusted and commissioned in the environment it is in (including Pan Tilt Zoom (**PTZ**) presets);
 - (C) each camera achieves the view required and can perform to its requirements under all conditions;
 - (D) the recording system can provide footage of the quality, speed and time periods requested;
 - (E) the recording system is capable of providing redundant storage as specified;
 - (F) an Inmate in a camera fitted cell can be monitored 24hr at any point within the cell;
 - (G) the monitors utilised provide an accurate reproduction of the camera outputs;
 - (H) all CCTV cameras are accessible from the SMS;
 - (I) flat panel display screens are configured and numbered correctly, adjusted to similar brightness and contrast settings;
 - (J) recordings are stored at resolution and frame rate for evidentiary purposes, watermarked for certification;
 - (K) the Master Control Room operators can perform all functions;
 - (L) the functionality of each component; and
 - (M) all audit trails and system event logs record all system event history;
- (xiii) with respect to Cell Intercommunication System (**CIS**), conduct all testing necessary to ensure and otherwise demonstrate:
- (A) all intercom points can call through to a local operator post and the Master Control Points;
 - (B) the ability of the CIS to handle call diversion;
 - (C) the CIS can accommodate calls from each intercom simultaneously while continuing to function with no degradation;

- (D) the operation of the technical requirements of the Master Control Points and local operator post including the switching of an associated CCTV camera;
 - (E) the ability to covertly listen and record any intercom point;
 - (F) the self-test functionality;
 - (G) non-contact visits functionality;
 - (H) the functionality of each component; and
 - (I) the recording and playback ability of the CIS;
- (xiv) with respect to Mobile Duress Alarm System (**MDAS**), conduct all testing necessary to ensure and otherwise demonstrate:
- (A) the ability to identify an individual anywhere in the Correctional Complex to the accuracy stipulated;
 - (B) the activation of an alarm and all corresponding actions taken;
 - (C) the MDAS ability to respond to multiple alarms (including stationary and moving);
 - (D) the functionality of each component; and
 - (E) testing of all audit trails and system event logs to ensure they record all system event history;
- (xv) with respect to the Mobile Radio Communication System, conduct all testing necessary to ensure and otherwise demonstrate the functionality of all components and systems;
- (xvi) with respect to the Inmate Movement and Identification System (**IMIS**), conduct all testing necessary to ensure and otherwise demonstrate the functionality of all components and systems;
- (xvii) with respect to the Weapons and Contraband Detection Systems (**WCDS**), conduct all testing necessary to ensure and otherwise demonstrate:
- (A) the screening areas can process the required number of individuals. Tests are to include for individuals not familiar with the systems and carrying contraband objects;
 - (B) the ability of the WCDS to be able to detect contraband and metal items of any type; and
 - (C) the functionality of all components and systems;
- (xviii) with respect to Anti-Vehicle Ramming System (**AVRS**), conduct all testing necessary to ensure and otherwise demonstrate:
- (A) the operation of the AVRS; and
 - (B) the interface and override controls of the AVRS;
- (xix) with respect to Vehicle Screening, conduct all testing necessary to ensure and otherwise demonstrate:
- (A) the ability of the Vehicle Screening systems to be able to detect contraband and individuals;

- (B) the interface and controls of the Vehicle Screening systems;
 - (C) how records are collated and reviewed; and
 - (D) the functionality of all components and systems;
- (xx) with respect to Accountment Management and Tracking System (**AMTS**), conduct all testing necessary to ensure and otherwise demonstrate:
- (A) the ability of the AMTS to be able to issue, track and control all accountments;
 - (B) the interface and controls of the AMTS;
 - (C) how records are collated and reviewed;
 - (D) how items are secured against removal from the Site; and
 - (E) the functionality of all components and systems; and
- (xxi) with respect to the Mobile Phone Detection System (**MPDS**), conduct all testing necessary to ensure and otherwise demonstrate:
- (A) the ability of the MPDS to be able to detect mobile phone usage and possession; and
 - (B) the functionality of all components and systems.

3. Commercial Acceptance Tests

Project Co must carry out the Commercial Acceptance Tests to demonstrate the full capability of all aspects of the Correctional Complex to meet the Output Specification and to demonstrate that Project Co is suitably resourced to deliver the full suite of Services from the commencement of the Operating Phase.

3.1 Inmate Management

Project Co must:

- (a) **(general)**: ensure that Staff and all persons who work in the Correctional Complex are familiar with:
 - (i) relevant Legislation, including the Corrections Legislation; and
 - (ii) the Operating Phase Plans; and
- (b) ensure all staff have satisfactorily completed a course of training or instruction accredited by the State relevant to the functions they will undertake at the relevant Correctional Centre and Correctional Complex and in the performance of corrective services under the Project Deed.

3.2 Safety and Security

Project Co must:

- (a) **(at risk)**: demonstrate that Staff are able to identify and manage Inmates who are at risk, or who present a risk to themselves or to other persons;
- (b) **(movement control and Inmate counts)**: carry out testing to demonstrate that:
 - (i) the location of all Inmates is known or capable of being determined at all times;
 - (ii) the movement of Inmates and other persons within the Correctional Complex is controlled;
 - (iii) counts of Inmates can be accurately conducted; and
 - (iv) Staff implement appropriate processes in the event that an Inmate cannot be accounted for, whether during a formal count or at any other time;
- (c) **(searches)**: demonstrate that:
 - (i) Staff have been trained in, and are competent in carrying out, searches including searches of persons, vehicles and areas; and
 - (ii) there is a mechanism for recording, managing, storing and/or handing to police any unauthorized items located or seized during a search;
- (d) **(access control)**: demonstrate:
 - (i) the effectiveness of its access control process including any identification requirements; and
 - (ii) that Correctional Complex and Correctional Centre entry points can process people effectively using the technology available and in accordance with the operational procedures including any identification, searching, and recording as appropriate and/or necessary;
- (e) **(key control)**: demonstrate the effectiveness of its key control procedures;

- (f) **(incident reporting)**: demonstrate that Staff understand how and when to record and report an incident;
- (g) **(reception)**: demonstrate that Staff are able to receive Inmates into the Correctional Complex in an effective and safe manner that complies with the Output Specification in respect of Inmate receptions;
- (h) **(perimeter)**: demonstrate that Staff are able to respond to multiple perimeter events and other security events within the nominated period of delay of the Perimeter System;
- (i) **(orientation)**: demonstrate that there is a package of information that will be provided to Inmates who are newly-placed at the Correctional Complex;
- (j) **(classification and placement)**: demonstrate that:
 - (i) there is a process to allocate Inmates to accommodation areas or units; and
 - (ii) there is a process to assess compatibility of Inmates who are to be placed into shared accommodation;
- (k) **(emergency procedures)**:
 - (i) demonstrate that all Staff are trained and understand how to respond in an emergency; and
 - (ii) undertake a series of emergency drills and exercises including both announced and unannounced drills;
- (l) **(drug and alcohol testing)**: demonstrate that the procedures for drug and alcohol testing comply with the Output Specification; and
- (m) **(Staff resourcing)**: demonstrate that all Staff have been engaged and are fully trained and available to deliver services in line with the resourcing model in the Operational Readiness Plan.

3.3 Program and Reintegration Services

Project Co must:

- (a) **(programs and activities)**: demonstrate that:
 - (i) programs have been accredited;
 - (ii) program manuals and equipment are in place;
 - (iii) Staff to deliver programs and activities have been employed or subcontracted; and
 - (iv) relevant Staff are appropriately credentialed and have been trained in the delivery of the programs and activities;
- (b) **(visits)**: demonstrate:
 - (i) the system for Inmates to access personal visits;
 - (ii) the efficient processing of personal and professional visitors; and
 - (iii) that Staff supervising visits are suitably trained; and
- (c) **(release of Inmates)**: demonstrate that:
 - (i) procedures are in place to identify Inmates due for release;

- (ii) Staff are able to process such releases including completion of all relevant records and release requirements; and
- (iii) Staff responsible for releasing Inmates understand requirements relating to Inmate property, transport, *Child Protection (Offenders Registration) Act 2000 (NSW)* obligations etc.

3.4 Health Services

Project Co must:

- (a) **(pharmaceuticals)**: demonstrate procedures for the procurement, storage and administration of pharmaceuticals, including appropriate record-keeping; and
- (b) **(medical appointments)**: demonstrate the processes by which Inmates request and access healthcare.

3.5 Hospitality Services

Project Co must:

- (a) **(food)**: carry out testing to demonstrate:
 - (i) that all Inmates are able to be fed at meal times;
 - (ii) feeding Inmates outside meal times (e.g. late court returns); and
 - (iii) food purchasing and delivery for Inmates in self-catering units;
- (b) **(bedding)**: carry out testing to demonstrate:
 - (i) that there is sufficient bedding for every Inmate Place (as defined in the Payment Schedule), and that bedding can be laundered and replaced as required; and
 - (ii) the process to ensure that bedding remains clean and in good repair; and
- (c) **(clothing)**: carry out testing to demonstrate that:
 - (i) there is sufficient clothing, in a range of sizes, to meet Inmates' needs including any clothing required for specific Inmate employment;
 - (ii) clothing can be laundered and replaced as required; and
 - (iii) there is a process to ensure that Inmates' personal clothing is available for them to wear to court, and can be laundered as required.

3.6 Administration Services

Project Co must:

- (a) **(staffing)**: carry out testing to demonstrate that all Staff:
 - (i) are credentialed and have completed the necessary training as specified in the Operational Readiness Plan;
 - (ii) are authorized to carry out activities under the Corrections Legislation; and
 - (iii) are familiar with:
 - (A) the layout of the Correctional Complex;
 - (B) the Correctional Complex's operating philosophy;
 - (C) the Correctional Complex regime; and

- (D) all emergency codes and procedures;
- (b) **(information systems management)**: carry out testing to demonstrate that:
 - (i) the information systems provided by Project Co are in sound operating order;
 - (ii) Staff are able to use the information systems provided by Project Co;
 - (iii) Project Co's information systems interface effectively with CSNSW's information systems; and
 - (iv) Staff are trained and able to use the CSNSW's information systems;
- (c) **(Inmate communications)**: carry out testing to demonstrate the procedure for:
 - (i) allowing Inmates to make telephone calls, including validation processes; and
 - (ii) monitoring Inmates' telephone calls; and
- (d) **(Inmate property)**: carry out testing to demonstrate the process to receive and store Inmate property.

3.7 Facilities Maintenance

Project Co must carry out testing to ensure that all Cell (as defined in the Output Specification) areas meet the minimum requirements in accordance with the Victorian Cell and Fire Safety Guidelines and the Output Specification and are otherwise to the reasonable satisfaction of the State.

Project Co must carry out testing to ensure the Correctional Complex and Site are compliant with condition and performance standards, including but not limited to:

- (a) its condition;
- (b) its cleanliness;
- (c) the occurrence of pests; and
- (d) the aesthetic quality of the grounds.

Project Co must carry out testing to ensure that processes, procedures and systems are provided to:

- (e) log, manage, respond, rectify and report Abatements, queries and requests relating to the FM Services;
- (f) provide accurate notification of all faults, complaints and maintenance events;
- (g) provide accurate notification of all Abatements related to the FM Services;
- (h) manage requests for temporary changes to the delivery and scope of the FM Services;
- (i) monitor and respond to alarms and security systems at the Correctional Complex;
- (j) comply with instructions and notices issued by the State;
- (k) manage requests for information by the State; and
- (l) progress updates regarding faults, complaints, maintenance events or Abatements related to the FM Services.

3.8 Other

Project Co must:

- (a) undertake air quality tests to selected areas subject to noxious, volatile or dangerous fumes including but not limited to the sallyport, chemical store and decanting, enclosed carports and armoury;
- (b) undertake the identification of operational scenario testing, including:
 - (i) riot simulation exercises;
 - (ii) hostage situation exercises;
 - (iii) Inmate disturbance;
 - (iv) event of gas chemical spill;
 - (v) event of power failure;
 - (vi) evacuation procedures; and
 - (vii) event of escape; and
- (c) do such other tests requested by the State Representative pursuant to the terms of this Deed.

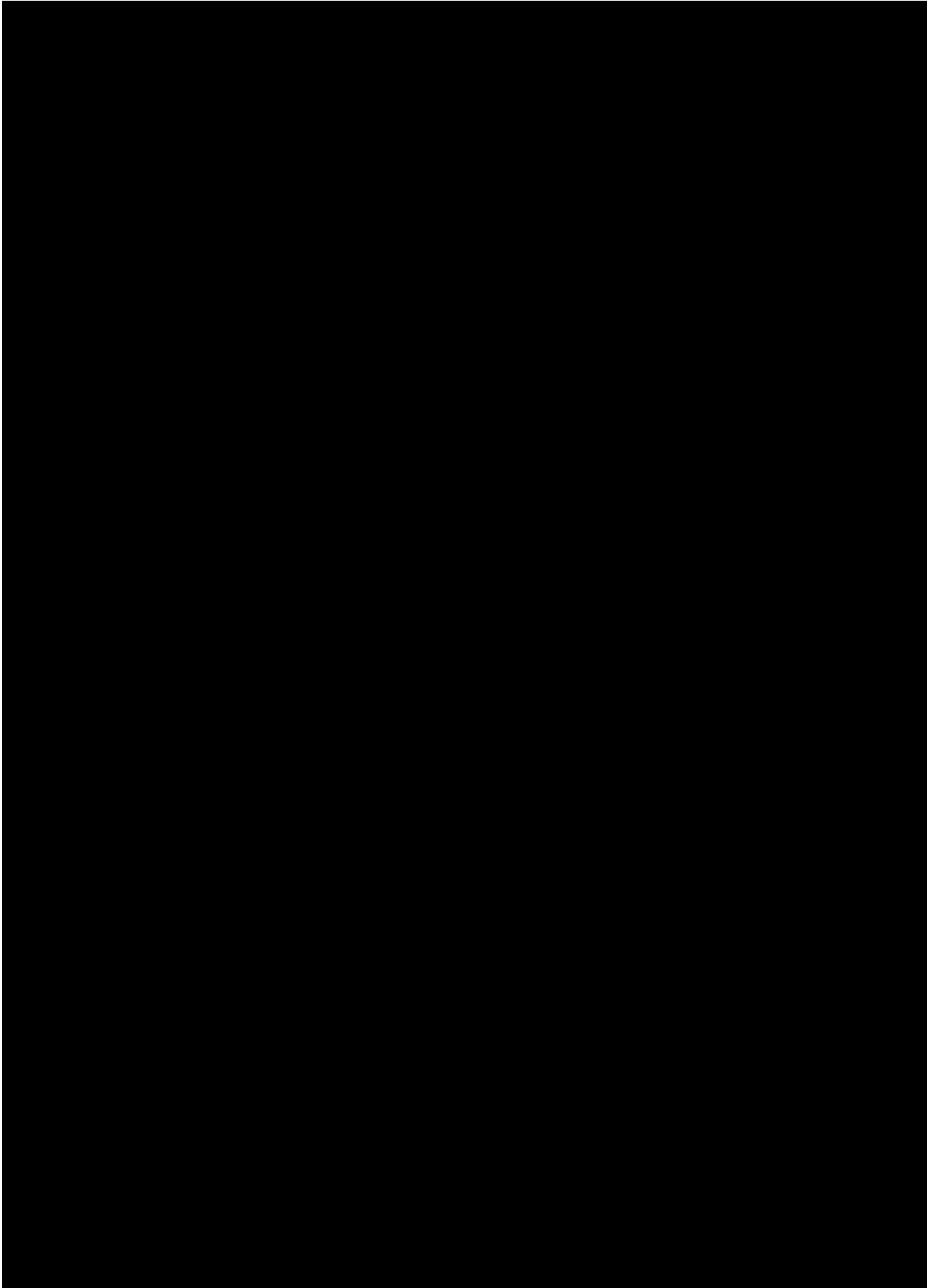
3.9 Commercial Acceptance Criterion 5

- (a) Project Co (on advice from the Operator and as anticipated in and in accordance with the agreed form Commercial Acceptance Plan) must notify the State Representative when the Fault-Free Period will commence.
- (b) The State Representative must notify Project Co of any Material Defect promptly and in any event within 2 Business Days of becoming aware of a Material Defect.
- (c) The State Representative must notify Project Co that the Fault-Free Period has been successfully completed within 1 Business Day following completion of the Fault-Free Period.
- (d) Notwithstanding sections 3.9(b) and (c) above, Project Co acknowledges and agrees that it will not be entitled to bring any Claim against the State for a failure by the State to comply with its obligations under sections 3.9(b) and (c) above, unless the State wilfully defaulted.

4. Post Completion Testing

Without limiting the remainder of this Schedule, Project Co must successfully perform any Post Completion Tests required by the Independent Certifier (acting reasonably) or as described in the Technical Completion Report.

Schedule 13 - CDPD Adjustment Protocol



Schedule 14 — Ramp Up Profile

1. Overview

1. Red figures in the table below mean the cumulative number of Inmates in a Correctional Centre.
2. Blue figures in the table below mean the cumulative number of Inmates in the Correctional Complex.
3. The Ramp Up Schedule is based on the following daily admissions each week:
 - (a) Monday's – 30 Inmates;
 - (b) Wednesday's – 30 Inmates; and
 - (c) Friday's – 30 Inmates.

Total of 90 per week.

Table 1: Ramp Up Schedule

Date	Male Maximum Correctional Centre (1,000 beds)		Female Maximum Correctional Centre (300 beds)		Male Minimum Correctional Centre (400 beds)		Total for the Correctional Complex (1,700 beds)	Comments
	Units	Total	Units	Total	Units	Total		
Operational Commencement Date		0		0				0
Week 1	90	90	0	0	0		90	
Week 2	90	180	0	0	0		180	
Week 3	0	180	40	40	50	50	270	
Week 4	0	180	0	40	0	50	270	Pause to review procedures
Week 5	90	270	0	40	0	50	360	
Week 6	90	360	0	40	0	50	450	
Week 7	0	360	40	80	50	100	540	
Week 8	90	450	0	80	0	100	630	
Week 9	90	540	0	80	0	100	720	
Week 10	0	540	40	120	50	150	810	
Week 11	0	540	0	120	0	150	810	Pause to review procedures

Date	Male Maximum Correctional Centre (1,000 beds)		Female Maximum Correctional Centre (300 beds)		Male Minimum Correctional Centre (400 beds)		Total for the Correctional Complex (1,700 beds)	Comments
	Units	Total	Units	Total	Units	Total		
Week 12	90	630	0	120	0	150	900	
Week 13	90	720	0	120	0	150	990	
Week 14	0	720	40	160	50	200	1080	
Week 15	90	810	0	160	0	200	1170	
Week 16	90	900	0	160	0	200	1260	
Week 17	0	900	40	200	50	250	1350	
Week 18	90	990	0	200	0	250	1440	
Week 19	0	990	40	240	50	300	1530	
Week 20	0	990	40	280	50	350	1620	
Week 21	10	1000	20	300	50	400	1700	

Schedule 15 — Operating Phase Plans and Reports Schedule

The purpose of this Schedule is to set out in detail Project Co's obligations in respect of the Operating Phase Plans and the Operating Phase Reports.

In this Schedule, each individual plan, program, protocol, report or notification forming part of the Operating Phase Plans and Reports is referred to as a "Plan".

1. Reports

TABLE 1: CONTINUOUS ON-LINE REPORTING

Report	Content of report	Time for provision
A. Performance data access	Project Co must provide the State with continuous read and print access to all information, reports and performance data used by Project Co in measuring its performance under the Performance Monitoring Program.	Continuous on-line access.

TABLE 2: DAILY INMATE POPULATION REPORT

Report	Content of report	Time for provision
A. Daily Inmate Population Report	The Daily Inmate Population Report must contain a summary of the number of Inmates and the Available Inmate Places (including a breakdown of the location of any vacant Available Inmate Places within each Correctional Centre). A template will be provided to Project Co.	12.01 am daily from the first day of the Operating Phase

TABLE 3: MONTHLY PERFORMANCE REPORT

Report	Content of report	Time for provision
A. Performance report	<p>The Performance Report is to contain:</p> <ul style="list-style-type: none"> ▪ a holistic overview of the performance of Project Co in relation to the delivery of Services for the previous Month; ▪ information relating to Project Co's performance in delivering the Services in relation to the Month against all Key Performance Indicators in the Performance Regime; and ▪ details of any stakeholder or communication matters, including complaints or concerns raised by the public or Project stakeholders and the status of Project Co's stakeholder and community involvement activities against the 	Within 5 Business Days of the end of the relevant Month

Report	Content of report	Time for provision
	Communications and Community Relations Plan.	
B. Pharmaceuticals Reporting Spreadsheet	Project Co must complete and submit a Pharmaceuticals Reporting Spreadsheet in the form of Attachment 1 (as updated by the State from time to time).	
C. Case management programs and reintegration services update	<p>Project Co must enter all information in relation to case planning and interventions as specified in the Output Specification into the CSNSW Offender Integrated Management System (OIMS), including the following:</p> <ol style="list-style-type: none"> 1) the details and results of all assessments completed as part of the Case Plan development; 2) formulated Case Plan (as required in the Output Specification); 3) details of every Case Plan Intervention offered to Inmates, including: <ol style="list-style-type: none"> a) date of offer; b) Inmate acceptance or non-acceptance of Case Plan intervention; and c) reasons for Inmate non-acceptance of Case Plan intervention; 4) details of all Case Plan interventions, including: <ol style="list-style-type: none"> a) date of session attendances; b) duration of sessions; c) date of Case Plan intervention completion; and d) reasons for non-completion of any Case Plan intervention; 5) details of all health stream alcohol and other drugs programs, criminogenic stream programs and co-morbidity stream programs completed in the relevant Month, the number of Inmates who completed each program divided by the number of Inmates who commenced the program, expressed as percentage; 6) average daily number of Inmates waiting for each of the program types listed in paragraph 5 above; and 7) the total number of individual Inmate Case Plan interventions provided by program type. <p>Project Co must provide a report on the progress and outcomes of Project Co's research into the effectiveness of pre- and post-release reintegration</p>	

Report	Content of report	Time for provision
	programs and their relationship to recidivism rates.	
D. Health Services update	<p>Project Co must provide a report to Justice Health in relation to Health Services that includes the following:</p> <ol style="list-style-type: none"> 1) end of Month health services Staff full time equivalent information, including designation of health services Staff reconciling inward and outward movements in Staff numbers to the previous Month; and 2) non-admitted Custodial Patient occasions of service for the relevant Month. 	
E. Staff deployment	Provide end of month Staff full time equivalent information, reconciling inward and outward movements in Staff numbers to the previous Month.	
F. FM Services update report	<p>Project Co must provide details of any activation of the security systems (including false alarms and nuisance alarms) of any nominated alarm.</p> <p>Project Co must provide a building management report detailing as a minimum:</p> <ol style="list-style-type: none"> 1) works not completed in accordance with the Planned Maintenance Schedule and annual asset works schedule in the Asset Management Plan; 2) the number, type and location of unscheduled maintenance activity; and 3) inspections, statutory and regulatory tests undertaken. 	Within 5 Business Days of the end of the relevant Month for the first 24 Months of the Operating Phase only (unless otherwise directed by the State Representative)

TABLE 4: QUARTERLY PERFORMANCE REPORT

Report	Content of report	Time for provision
A. Quarterly Performance Report	<p>The Quarterly Performance Report is to consolidate the information contained in the last three Monthly Performance Reports, including a consolidated Pharmaceuticals Reporting Spreadsheet.</p> <p>The Quarterly Performance Report must:</p> <ol style="list-style-type: none"> 1) identify areas or items of non-compliance <i>with this Deed</i>; 2) confirm that the Key Subcontractors are maintaining Quality Assurance Systems in accordance with AS/NZS ISO 9001 (or equivalent), ISO 55001, ISO 22000 and ISO 14001 and the Quality Assurance Plans (in accordance with the requirements of this 	Within 5 Business Days of the end of each Quarter

Report	Content of report	Time for provision
	<p>Deed);</p> <ol style="list-style-type: none"> 3) include a summary of the items that have been addressed and remediated since the Quality Assurance Plan submitted in the last Quarter; 4) include a summary of the overall performance of the Quality Assurance Systems; 5) include Health Services specific reports including: <ol style="list-style-type: none"> a) Quarterly performance indicators for: <ol style="list-style-type: none"> i) mental health including: <ol style="list-style-type: none"> (1) percentage of Custodial Patients discharged from an acute mental health setting to the Correctional Complex who are seen within 7 days by a mental health clinician; and (2) number of Custodial Patients with a mental illness with at least one set of mental health outcome measures collected during a period of care (3 months); ii) women's health including: <ol style="list-style-type: none"> (1) Percentage of eligible and consenting women who have had a cervical screen; (2) Percentage of eligible and consenting women who have had a breast check; and (3) Percentage of eligible and consenting women who have had a mammogram; iii) oral health including number of Dental Weighted Activity Units (DWAUs); iv) drug and alcohol including: <ol style="list-style-type: none"> (1) Percentage of new Custodial Patients in this reporting period coming into the Correctional Complex or a Correctional Centre who are maintained on an existing opiate treatment program, unless clinically contraindicated; and (2) Percentage of Custodial Patients on Opiate Substitution Treatment (OST) engaged in community based services, post-release in 	

Report	Content of report	Time for provision
	<p>relation to clients under the <i>Crimes (High Risk Offenders) Act 2006</i>;</p> <ul style="list-style-type: none"> v) population health, including: <ul style="list-style-type: none"> (1) Number of initiations onto hepatitis C related services; (2) Proportion of Custodial Patients initiated onto hepatitis C related services who are Aboriginal; and (3) Number of Custodial Patients accepting influenza vaccination as part of a winter immunisation program; vi) Aboriginal health including percentage of new Aboriginal Custodial Patients accessing a targeted Aboriginal chronic care program; and <p>b) Auditing requirements including:</p> <ul style="list-style-type: none"> i) monthly audits including: <ul style="list-style-type: none"> (1) Accountable drug registers (schedule 8 and schedule 4 declared); (2) End of Month vaccine refrigerator temperature monitoring (twice daily checks); (3) Needle and syringe register checks (including dental room); and (4) Maintenance checks of glucometers, INR machines, HbA1C machines; ii) Every 2nd month audits including: <ul style="list-style-type: none"> (1) work health and safety workplace inspection of all clinical areas; (2) Therapeutic diet certificate audit; and (3) health record audits - 10 files per Correctional Centre; iii) Quarterly report on results of audits including: <ul style="list-style-type: none"> (1) environmental cleaning audits of the health centre(s) and all satellite health centre(s); (2) medication charts (long stay medication charts) for 10% of the 	

Report	Content of report	Time for provision
	<p>population; and</p> <p>(3) Imprest Stock; and</p> <p>iv) annual audits including:</p> <p>(1) Biomedical equipment testing.</p>	

TABLE 5: BIANNUAL REPORT

Report	Content	Time for provision
A. Australian Industry Participation Compliance Report (Operations)	<p>The Australian Industry Participation Compliance Report (Operations) must be prepared in accordance with the template provided at:</p> <p>http://www.industry.gov.au/industry/IndustryInitiatives/AustralianIndustryParticipation/Pages/AIP-plans-required-Jobs-Act-2013.aspx.</p>	Every 6 months

TABLE 6: ANNUAL REPORT

Report	Content	Time for provision
A. Annual Report	<p>Project Co must provide an annual report on Project Co's activities and performance for each Service bundle under this Deed for the previous calendar year.</p> <p>The annual report will include:</p> <ol style="list-style-type: none"> 1) Annualised Key Performance Indicators in relation to the Key Performance Indicators in the Services Linked Fee component; 2) Annualised information in relation to the number of Inmate Places that met the Available Inmate Place standard on each day of the year; 3) Information required to be included by the Department of Justice in its annual report, which information will be notified to Project Co from time to time; 4) annual financial statements for: <ol style="list-style-type: none"> a) Project Co; b) the Operator; and c) Any other Consortium Member as requested by the State; 5) an annualised Pharmaceuticals Reporting Spreadsheet; and 6) annual report on Health Services accreditation 	60 Business Days after the end of each calendar year during the Operating Phase

Report	Content	Time for provision
	status.	
B. Aboriginal Participation Report (Operations)	The Aboriginal Participation Report (Operations) must be in accordance with clause 10.13(c) and 10.13(d) under this Deed.	Annually, as required in accordance with the Deed.
C. Health professional registration checks	Health professional registration checks with AHPRA.	Annually in June

2. Operating Phase Plans

2.1 Overview

The minimum requirements for Operating Phase Plans for the Project are detailed in this Schedule 15.

To avoid repetition of content across multiple Operating Phase Plans, Operations Phase Project Plans, Project Co may use cross-references.

The Operating Phase Plans detailed in this Schedule 15 must be submitted:

- (a) in accordance with Table 7;
- (b) as required by the State Representative or any Authority; and
- (c) to align with changes in:
 - (i) the design, delivery and/or operations of the Correctional Complex;
 - (ii) other related Plans; and
 - (iii) the Plans as requested by the State Representative under this deed.

The Operating Phase Plans detailed in this Schedule 15 must be updated:

- (d) in accordance with Table 7;
- (e) as required by the State Representative or any Authority; and
- (f) to align with changes in:
 - (i) the design, delivery and/or operations of the Correctional Complex;
 - (ii) other related Plans; and
 - (iii) the Plans as requested by the State Representative under this deed; and
- (g) to include a methodology of regular reviews that considers:
 - (i) planned exercises; and
 - (ii) incorporation of lessons learned from actual incidents and events.

TABLE 7 — SUBMISSION AND UPDATE OF OPERATING PHASE PLANS

Plan	Plan submission date	Update frequency
Rehabilitation Plan	1 st draft	Annually (20 Business Days prior
Reintegration Plan	18 Months before the Date for	

Plan	Plan submission date	Update frequency
Safety and Security Plan	Commercial Acceptance	to the end of each calendar year)
Emergency Management Plan	2nd draft	
Inmate Needs and Services Plan	12 Months before the Date for Commercial Acceptance	
Governance and Administration Plan	Final version	
Staff Training Plan	6 Months before the Date for Commercial Acceptance	
Staff Deployment Plan		
Health Services Plan		
FM Services Plan		
Asset Management Plan		
Operating Manuals		
Communications and Community Relations Plan		
Quality Assurance Plan		
Environmental Management Plan		
Business Continuity Plan		
Local Industry Participation Plan		
Performance Monitoring Program		
Aboriginal Participation Plan (Operations)		
Reviewable Services Plan		
Correctional Complex Access Protocols		
Work Health Safety (WHS) Management Plan		
Handover Package	24 Months prior to the end of the Final Expiry Date or within 20 Business Days from the date the State issues a termination notice under this Deed.	

Plan	Plan submission date	Update frequency
Disengagement Plan	24 Months prior to the end of the Final Expiry Date or within 20 Business Days from the date the State issues a termination notice under this Deed.	

2.2 Rehabilitation Plan

- (a) Project Co is to provide a Rehabilitation Plan in accordance with outcome 1 (Rehabilitation and Reintegration) of Part B of the Output Specification that sets out its detailed plans and activities.
- (b) As a minimum, this plan must contain:
 - (i) details on the case management model;
 - (ii) types of interventions including those culturally specific for Aboriginal and Torres Strait Islander Inmates;
 - (iii) details of offence related programs including delivery methodology and timetables;
 - (iv) details of Vocational Education and Training courses and programs including delivery methodology and timetables; and
 - (v) details of Inmate employment for all cohorts including timetables.

2.3 Reintegration Plan

- (a) Project Co is to provide a Reintegration Plan in accordance with outcome 1 (Rehabilitation and Reintegration) of Part B of the Output Specification that sets out its detailed plans and activities for the next year.
- (b) As a minimum, this plan must contain:
 - (i) details of Temporary Leave Programs;
 - (ii) details of pre-release planning and programs including use of community organisations;
 - (iii) details of life skills programs and delivery methodology and timetables; and
 - (iv) details of services provided for remand Inmates.

2.4 Safety and Security Plan

- (a) Project Co is to provide a Safety and Security Plan in accordance with outcome 2 (Safety and Security) of Part B of the Output Specification that sets out its detailed plans and activities for the next year.
- (b) As a minimum, this plan must cover:
 - (i) Secure Perimeter and access control systems including testing regimes;
 - (ii) Inmate supervision;
 - (iii) Inmate accountability;
 - (iv) Inmate movement control;
 - (v) incident management and reporting work health and safety;
 - (vi) Searching (Inmates, Staff, Visitors, vehicles and Correctional Complex) including regimes and matrices;

- (vii) contraband detection, prevention, management and disposal;
- (viii) intelligence systems, function and strategies;
- (ix) use of force and security response;
- (x) Firearms and security equipment including serviceability and accountability;
- (xi) humane reception of Inmates;
- (xii) Inmate classification and placement;
- (xiii) Inmate discipline;
- (xiv) drug and alcohol testing regime; and
- (xv) external escorts.

2.5 Emergency Management Plan

- (a) Project Co is to provide an Emergency Management Plan that sets out its detailed plans and activities for the next year.
- (b) As a minimum, this plan must cover:
 - (i) Escape and attempted Escape;
 - (ii) Death in custody;
 - (iii) Serious Assault;
 - (iv) Evacuation;
 - (v) bomb threat;
 - (vi) Hostage situation;
 - (vii) Fire;
 - (viii) Riot, loss of control or major disturbance;
 - (ix) Withdrawal of labour;
 - (x) Natural disaster;
 - (xi) key lock compromise;
 - (xii) Electronic security failure;
 - (xiii) Pandemic outbreak; and
 - (xiv) Public demonstration.

2.6 Inmate Needs and Services Plan

- (a) Project Co must develop, implement and maintain an Inmate Needs and Services Plan in accordance with outcome 3 (Decency and Respect) of Part B of the Output Specification detailing plans and activities for the next year.
- (b) As a minimum, this plan must cover:
 - (i) a timetable for the delivery of Services activities;
 - (ii) Staff Inmate interaction;
 - (iii) Inmate induction program
 - (iv) Inmate requests, enquiries and complaints process;
 - (v) Visits regimes (all Inmate cohorts);

- (vi) Details of service provision for Inmates with specific needs;
- (vii) Time out of cells (all inmate cohorts);
- (viii) Purposeful Day routines (all inmate cohorts);
- (ix) Religious and spiritual needs (services and timetables);
- (x) food Services (menus, cultural and lifestyle diet provision);
- (xi) clothing bedding and hygiene requirements;
- (xii) Inmate communication via telephone and mail (all Inmate cohorts);
- (xiii) Inmate private property;
- (xiv) Inmate cash and purchasing of goods; and
- (xv) library facilities and access to computers, newspapers and magazines.

2.7 Governance and Administration Plan

- (a) Project Co must develop, implement and maintain a Governance and Administration Plan in accordance with outcome 4 (Professionalism and Accountability) of Part B of the Output Specification detailing plans and activities for the next year.
- (b) As a minimum, this plan must cover:
 - (i) professional Conduct;
 - (ii) standards of Professional Behaviour;
 - (iii) Staff recruitment;
 - (iv) Staff training programs and curriculum;
 - (v) Operating Manuals;
 - (vi) sentence administration;
 - (vii) official Visitors;
 - (viii) requests for and disclosure of advice and information;
 - (ix) interface with CSNSW Performance Monitoring;
 - (x) interface with OIMS and other CSNSW Corporate Information Systems;
 - (xi) records Management;
 - (xii) protection of Children and Young people; and
 - (xiii) community engagement.

2.8 Staff Training Plan

- (a) Project Co must develop, implement and maintain a Staff Training Plan in accordance with outcome 4 (Professionalism and Accountability) of Part B of the Output Specification detailing staff training plans and activities for the next year.
- (b) As a minimum this plan must cover:
 - (i) compliance with Registered Training Organisation requirements for the delivery and assessment of current Nationally Accredited training programs including qualifications of staff delivering and assessing the training;
 - (ii) curriculum and assessment activities from the Certificate III level of the correctional services training package for Custodians of Offenders and Certificate IV level of the correctional services training package for Inmate Services and Programs Staff;

- (iii) annual Staff training and development plans / matrices;
- (iv) course content for any training plan or activity submitted annually for endorsement by the State;
- (v) Staff skills and qualifications audit; and
- (vi) records of Staff training activities / programs conducted over the previous year.

2.9 Staff Deployment Plan

- (a) Project Co is to provide a Staff Deployment Plan in accordance with the Output Specifications for the next year.
- (b) As a minimum this plan must:
 - (i) maintain the good order and security of the Correctional Centre and Correctional Complex;
 - (ii) provide a safe environment for Staff, Visitors and Inmates;
 - (iii) facilitate a purposeful daily routine for each Inmate, including Inmate access to and attendance at Offence Related Programs, Education, Vocational Training, Employment, recreation and leisure activities;
 - (iv) maximise Inmate time out of cells; and
 - (v) maintain effective control of each Inmate, including all Inmates' movements.

2.10 Health Services Plan

- (a) Project Co is to provide a Health Services Plan in accordance with outcome 5 (Health Services) of Part B of the Output Specification that sets out its detailed plans and activities for the next year.
- (b) As a minimum, this plan must contain:
 - (i) details on all planned activities; and
 - (ii) a timetable for the delivery of Service activities.

2.11 Facilities Management (FM) Services Plan

- (a) Project Co is to provide an FM Services Plan that sets out its detailed plans and activities for the next year.
- (b) As a minimum, this plan must contain the following (to the extent not covered by the Asset Management Plan):
 - (i) details on all planned activities;
 - (ii) a timetable for the delivery of Service activities;
 - (iii) sub plans to address specific FM services:
 - (A) a General Services Plan that provides the methodology, mechanisms and procedures to address the requirements of section 2.1 of the Output Specification Part C Section 4 Facilities Management Services;
 - (B) a Utilities Management Plan that provides the methodology, mechanisms and procedures to address the requirements of section 2.3 of the Output Specification Part C Section 4 Facilities Management Services;
 - (C) a Waste Management and Disposal Plan including clinical waste that provides the methodology, mechanisms and procedures to address the requirements of section 2.4 of the Output Specification Part C Section 4 Facilities Management Services;

- (D) a Grounds Maintenance Plan that provides the methodology, mechanisms and procedures to address the requirements of section 2.5 of the Output Specification Part C Section 4 Facilities Management Services;
- (E) a Pest Control Plan that provides the methodology, mechanisms and procedures to address the requirements of section 2.6 of the Output Specification Part C Section 4 Facilities Management Services; and
- (F) a Cleaning Plan including environmental cleaning of the health centre(s) that provides the methodology, mechanisms and procedures to address the requirements of section 2.7 of the Output Specification Part C Section 4 Facilities Management Services.

2.12 Asset Management Plan

- (a) Project Co must develop, implement and update an Asset Management Plan in accordance with the requirements of this deed.
- (b) The Asset Management Plan must include:
 - (i) the approach Project Co will undertake to interface and communicate on FM Services matters with the State;
 - (ii) The management structure, responsibilities and lines of communication put in place by Project Co for the management and delivery of the FM Services;
 - (iii) The systems which will be implemented in the delivery of the FM Services, including:
 - (A) Project Co's approach to the development of an Asset Information System that meets the requirements of PAS 1192-3:2014 including data transfer processes to:
 - (I) create an Asset information model (**AIM**);
 - (II) exchange Asset information with the Project information model (**PIM**); and
 - (III) record information relating to the disposal, decommissioning or demolition of an Asset;
 - (B) details on how:
 - (I) AIM will be used to support organisational requirements;
 - (II) AIM will be updated as the Asset changes; and
 - (III) AIM will be used as a resource for Project Co;
 - (C) details on the systems that will be used to monitor and facilitate Service Failure reporting and rectification monitoring including:
 - (I) How Project Co will log, manage, respond, rectify and report Service Failures, queries and requests relating to the FM Services;
 - (II) Notification of and progress updates regarding faults, complaints, maintenance events and Services Failures;
 - (III) Requests for temporary changes to the delivery and scope of the FM Services;
 - (IV) The approach to the delivery of soft FM Services, planned and unscheduled maintenance in the state management unit during business hours and after business hours;
 - (V) The approach to monitoring and response to security systems, fire systems and building systems alarm response; and

- (VI) Requests for information and additional Monthly reporting if required by the State;
- (iv) details of the qualifications and experience of the Staff providing the FM Services;
- (v) details of the collection and storage of FM Services records;
- (vi) **Annual Asset works:** an annual works plan, covering refurbishment and replacement and augmentation of the Correctional Complex for the coming year;
- (vii) **5-year Asset works:** a 5-year high-level works plan, covering refurbishment and replacement and augmentation of the Correctional Complex for the next 5 operating years;
- (viii) Consolidated programmed Planned Maintenance Schedules must:
 - (A) list each Planned Preventative Maintenance activity, for each Asset, and show the frequency at which each maintenance activity is to be undertaken over the coming year;
 - (B) be developed to satisfy the FM Services Specification and in particular the condition and Performance standards; and
 - (C) be entered into the Asset Information System (**AIS**) to facilitate electronic tracking and storage of maintenance information, include the following for each Asset:
 - (I) timing of renewal with supporting justification;
 - (II) location and maintenance type;
 - (III) nature and frequency of the maintenance activity;
 - (IV) duration of work and potential disruption to operations/Inmates; and
 - (V) options to minimise disruption to operations/Inmates;
- (ix) **Inspection and testing schedule:** a schedule of all inspections, statutory and regulatory tests that will be required to be carried out in relation to the Site, and biomedical testing of all medical equipment;
- (x) **Whole-of-life assessment:** a consolidated current and predicted whole-of-life refurbishment and replacement schedule for all Assets for the balance of the Term;
- (xi) **Consumables and chemical agents:** a list of consumables and chemical agents to be used in the provision of FM Services including storage and security requirements; and
- (xii) Project Co's approach and methodology to comply with the Residual life provisions as required by this Deed.

2.13 Operating Manuals

Project Co must develop operating manuals for the State's approval that detail all operating policies and procedures, methods, work instructions and General Manager's orders and directions that apply to the Correctional Complex and which otherwise comply with all relevant Legislation and Policies and directions of the Commissioner in accordance with the requirements of outcome 4 (Professionalism and Accountability) of Part B of the Output Specification.

2.14 Communications and Community Relations Plan

Project Co is to provide a comprehensive Communications and Community Relations Plan for the Operating Phase which includes:

- (a) includes how Project Co intends to respond to media enquiries regarding operational issues, including a protocol for liaison with the State and confirmation that media enquiries regarding operational issues must be handled by Project Co in consultation with the State;
- (b) includes the identification of risks involved with the management of each particular stakeholder, highlighting critical issues that may arise and the proposed approaches to managing these risks and strategies to maintain stakeholder relationships;
- (c) includes a strategy for Project Co's interaction with the local community;
- (d) includes a process for identifying and managing key communication risks and issues including:
 - (i) a process for identifying and responding to potential issues and risks;
 - (ii) an approach for dealing with unplanned events; and
 - (iii) a process for providing timely advice to the State in relation to issues and risks;
- (e) includes an approach to media engagement including both proactive and reactive media, as well as designated media spokespeople;
- (f) addresses the State's proposed community and communications activities (if any) as provided by the State (from time to time); and
- (g) includes a process of regular review of the Communications and Community Relations Plan during the year to ensure it remains relevant.

2.15 Quality Assurance Plan

- (a) Project Co must develop, implement and update an Operating Phase Quality Assurance Plan for the Services, as specified in this Deed.
- (b) The Operating Phase Quality Assurance Plan must satisfy the requirements of the Output Specifications.
- (c) The Operating Phase Quality Assurance Plan must include the:
 - (i) organisational structure identifying Project Co's key personnel with quality management responsibilities and accountabilities, including:
 - (A) lines of communication and interfaces with Project Co's overall organisational structure; and
 - (B) minimum skill levels required;
 - (ii) the interfaces of the Operating Phase Quality Assurance Plan with other Plans;
 - (iii) strategy for inspection, witnessing, monitoring and reporting;
 - (iv) auditing procedures for the Operating Phase Quality Assurance Plan;
 - (v) process for developing and managing quality records;
 - (vi) procedures for rectifying non-conformances and managing improvement opportunities, corrective action and preventative action to prevent recurrence; and
 - (vii) reporting requirements.

2.16 Environmental Management Plan

- (a) Project Co must develop, maintain and update an Environmental Management Plan, which complies with the requirements of this Deed.
- (b) The Environmental Management Plan must include:

- (i) organisational structure identifying Project Co's key environmental personnel and personnel with environmental management responsibilities and accountabilities, including:
 - (A) lines of communication and interfaces with Project Co's overall organisational structure; and
 - (B) minimum skill levels required.
- (ii) the interfaces of the Environmental Management Plan with other Plans;
- (iii) a policy or strategy that adheres to ecological sustainable development;
- (iv) Environmental and sustainability initiatives for the Operating Phase;
- (v) energy monitoring and reporting; and
- (vi) environmental management systems and processes to review and monitor performance.

2.17 Business Continuity Plan

Project Co must develop, implement and update a Business Continuity Plan, which includes:

- (a) organisational structure identifying Project Co's key personnel with business continuity responsibilities, including:
 - (i) roles;
 - (ii) lines of communication and interfaces with Project Co's overall organisational structure; and
 - (iii) minimum skill levels and training required;
- (b) processes and procedures for management and communication of critical information;
- (c) assessment of damage and control measures; and
- (d) the management of critical business processes including work health and safety, security of Inmates, operational performance of the Correctional Complex, human resources and payroll.

2.18 Local Industry Participation Plan

Project Co must develop, implement and update a Local Industry Participation Plan, which meets the requirements set out in outcome 4 (Professionalism and Accountability) of Part B of the Output Specification and includes:

- (a) strategies to ensure economic and business opportunities for local goods and service providers are promoted; and
- (b) the extent to which local goods and services providers will participate in the operation of the Correctional Complex.

2.19 Performance Monitoring Program

- (a) Project Co must prepare a Performance Monitoring Program (**PMP**) containing all the performance monitoring activities (including frequencies, systems, methods and audit tools) that Project Co must undertake:
 - (i) to collect performance data;
 - (ii) monitor the quality of the Services; and
 - (iii) to ensure that the Services are being carried out to the level and quality required by this Deed (including the Services Requirements).

- (b) The PMP must be compatible with the Monthly Performance Report as set out in Table 3. The PMP must include the following:
- (i) the monitoring and reporting frequencies, systems, methods and tools that will be used to monitor the delivery of each Service bundle;
 - (ii) the monitoring and reporting frequencies, systems, methods and tools that will be used to monitor Project Co's performance against the various elements of the payment structure (including Key Performance Indicators) and the Outcome Specification;
 - (iii) the remediation process should there be a failure to accurately measure the performance standards specified in the Output Specification;
 - (iv) a coherent process and procedures to assess, monitor and calculate payment adjustments for failure to meet the Key Performance Indicator benchmarks and Available Inmate Place requirements; and
 - (v) the nominated Staff member responsible for the monitoring of each Key Performance Indicator.
 - (vi) the approach, systems, methods and tools to ensure that:
 - (A) all required performance information is entered into the OIMS CSNSW Offender Integrated Management System as required in the Output Specifications;
 - (B) all records, statistics, registers and journals are maintained, as required in the Output Specifications; and
 - (C) all original performance reports for monitoring and auditing are maintained.

2.20 Aboriginal Participation Plan (Operations)

- (a) Project Co must develop, implement and update an Aboriginal Participation Plan (Operations) for the Services as specified in clause 10.13 of this Deed using the template provided at: <https://www.procurepoint.nsw.gov.au/policy-and-reform/construction-policies/aboriginal-participation-construction-policy>; and
- (b) Project Co must provide detail on the methodology, programs and initiatives they will implement in order to target the minimum level of workforce participation which must be no less than 8%.

2.21 Reviewable Services Plan

The Reviewable Services Plan must include:

- (a) the methodology and approach Project Co will use with respect to Reviewable Services;
- (b) details on how the Reviewable Services regime will be implemented, updated and monitored;
- (c) the assumptions and basis on which Project Co has priced the Reviewable Services for the first Reviewable Services Term, including:
 - (i) details of relevant margins;
 - (ii) details in respect of the allocation of responsibilities and risks between Project Co, the Operator and any other Subcontractors in respect of the performance of the Reviewable Services; and
 - (iii) the staffing profiles and shift patterns in respect of the performance of the Reviewable Services, including details of the number of full time equivalent positions involved in performing the Services, consistent with the Financial Model.

2.22 Correctional Complex Access Protocols

- (a) The Correctional Complex Access Protocols must contain the processes, systems and procedures Project Co will use to provide access for those people entitled to access the Correctional Complex and any Inmates under this Deed; and
- (b) details on how Project Co will ensure that all people who access the Correctional Complex, including Inmates do so in accordance with these protocols.

2.23 Work Health Safety (WHS) Management Plan

The WHS Management Plan must be a documented work health and safety management plan which includes the content required to be included in a WHS management plan prepared under the WHS Legislation (even if Project Co is not a principal contractor under the WHS Legislation) and also provides for:

- (a) arrangements in relation to general construction industry training, work activity based health and safety training and site specific health and safety training;
- (b) arrangements for employees, agents and contractors of Project Co to be made aware of the content of the WHS management plan;
- (c) arrangements for review of the WHS management plan as Project Activities change;
- (d) a statement that the WHS management plan is available for inspection at the Site; and
- (e) arrangements for auditing and monitoring of work health safety and rehabilitation at the Site (including of any Subcontractors).

2.24 Handover Package

The Handover Package is to contain key information to enable the State or other incoming party to take over operations of the Correctional Complex. As a minimum, this plan is to contain the following information:

- (a) **(Contracts):** a list of all agreements, permits, licences or other documents which are material to the delivery of the Services, including (as appropriate) the contact number, name, address, email address, telephone and facsimile numbers of counterparties, contract price, value and subject matter;
- (b) **(Systems):** a list of systems (including communication systems) used (computer and otherwise) for the delivery of the Services, together with a description of the systems and master passwords where applicable. Software licences for any software required for continued operation and management of the systems must be transferred to the State at the end of the Operating Phase as part of the final Handover Package or following the State exercising step-in rights in accordance with this Deed;
- (c) **(Daily operations):** a list of any other information key to the daily operation of the Services, including:
 - (i) updated Plans;
 - (ii) details of the location of keys and access cards to the Correctional Complex; and
 - (iii) lists of plant and other Assets relevant to delivery of the Services to the Correctional Complex;
- (d) **(Staff):** details of each member of Staff, including:
 - (i) names, work email addresses, work telephone numbers, roles and responsibilities;
 - (ii) the date on which the person became a member of Staff;
 - (iii) evidence of security checks undertaken;
 - (iv) terms and conditions of employment or other contract; and

- (v) all payments, benefits or changes to terms and conditions of employment or other contract promised to any member of Staff;
- (e) **(Correctional Complex information):**
 - (i) records relevant to location plans, boundaries and titles to the Site;
 - (ii) current and accurate 'as built' and 'as installed' drawings and specifications showing all modifications and augmentations, constructed or installed during the Operating Phase, stored in editable electronic format;
 - (iii) all area and buildings volume data;
 - (iv) condition surveys;
 - (v) CAD drawings for architectural, civil/structural, mechanical, electrical and engineering elements ensuring that all systems provided are compatible for access of information by the State; and
 - (vi) records relevant to compliance with Law, Policy and Approvals, licences and registrations maintained by Project Co; and
- (f) **(Approvals correspondence):** copies of all:
 - (i) correspondence with all relevant Authorities, the State, consultants, contractors and Key Subcontractors in relation to Approvals as required under the Communications and Community Relations Plan);
 - (ii) Approvals correspondence related to subsequent building works and alterations and additions to the Services; and
 - (iii) records relevant to any Approvals obtained by Project Co in respect of the Site or the delivery of the Services.

2.25 Disengagement Plan

The Disengagement Plan must:

- (a) specify the tasks, the resources and the personnel to be used to effect disengagement and ensure the seamless migration of responsibility for the provision of the Services during the disengagement period;
- (b) specify the assets, fitout, records, information, data and other tangible or intangible deliverables deliverable to the State on or prior to the last day of the disengagement period; and
- (c) include a detailed description of the following:
 - (i) the items that make up the Handover Package;
 - (ii) the tasks to be performed to effect disengagement;
 - (iii) the disengagement deliverables to be delivered to the State on or prior to the last day of the disengagement period;
 - (iv) the timing and methodology for undertaking a final survey of the Relevant Infrastructure to ensure compliance with the Handover Condition;
 - (v) a timetable (based on the likely scenarios) incorporating staged handovers of different parts of the Services;
 - (vi) key dependencies and risks;
 - (vii) risk mitigation planning including provision of the Services during the disengagement period; and

- (viii) the rights of access to, and use of, any premises owned or leased by Project Co and used in the provision of the Services by the State or other incoming party a new entity (together with the charges payable (if any)).

Attachment 1 – Pharmaceuticals Reporting Spreadsheet

Pharmacy Pass Through Costs																		
Supplier	Invoice date	Invoice number	Product ID	Ordered Date	Medication Name	Generic Medication Name	Form or Strength	QTY Dispensed or Supplied	Unit of Measurement	Qty Administered	Unit Price	GST	Credit	Debit	Nett Inc GST	Patient Name	CRN	

Imprest Stock Pass Through Cost																
Supplier	Invoice date	Invoice number	Product ID	Ordered Date	Medication Name	Generic Medication Name	Form or Strength	QTY Dispensed or Supplied	Unit of Measurement	Qty Administered	Unit Price	GST	Credit	Debit	Nett Inc GST	Present on Imprest List Y/N

Schedule 16 – Payment Schedule

1. Definitions

In this Schedule:

Actual Floating Rate means the Base Rate (as defined under the Facility Agreement) for the relevant Month or any corresponding rate under any agreement that replaces the Facility Agreement upon any Refinancing.

Actual Floating Rate Interest Payment means, in respect of the relevant Month, the interest payable at the Actual Floating Rate on the Base Case Floating Rate Debt. The method of calculating the Actual Floating Rate Interest Payment must be consistent with the method for calculating the Base Case Floating Rate Interest Payment in the Financial Close Financial Model. For the purposes of calculating the Floating Rate Adjustment in section 11, the Actual Floating Rate Interest Payment is to be expressed as a positive number.

Availability Failure Abatement means the sum of the Available Inmate Place Failure Abatements and the Meal Availability Failure Abatements for the relevant Month, and is represented by the symbol $\sum AFA_n$.

Availability and Available Inmate Place means, on any day during the Operating Phase, an Inmate Place:

- (a) where the Cell or bedroom in which that Inmate Place is located achieves the minimum standards as specified in the Output Specification, VCFSG, the Proposal and Policies, in respect of:
 - (i) lighting (availability, operation, control, and lux levels);
 - (ii) power supply (essential and non essential);
 - (iii) water (availability, operation, temperature, quality);
 - (iv) bathroom amenities (availability, operation, control, and drainage);
 - (v) door;
 - (vi) heating and ventilation (air flow, air quality, operation, control, temperature)
 - (vii) Fire and Life Safety Engineering Services (availability, operation and control) as specified in the Output Specification;
 - (viii) the following Security Systems, as specified in the Output Specification (availability operation and control);
 - A. Access Control System (as specified in the Output Specification);
 - B. CCTV system;
 - C. Mobile Duress Alarm System; and
 - D. Cell Intercommunication System (as specified in the Output Specification);
- (b) all Laws relating to Inmate Places or any Inmate occupying Inmate Places were complied with in full;
- (c) any Inmate occupying an Inmate Place had available appropriate health services in accordance with the Output Specification and the Proposal;
- (d) any Inmate occupying an Inmate Place had available adequate clothes for the prevailing climate conditions, for any industry or work which the Inmate was required to do or to maintain the health of the Inmate in accordance with the Clothing Bedding and Hygiene Requirements in the Services Specification;
- (e) any Inmate occupying that Inmate Place had access to potable water;

- (f) any Inmate occupying an Inmate Place had access to an appropriate mattress, bedding and a pillow;
- (g) no Inmate was required to share a Cell or bedroom except as permitted by this Deed; and
- (h) the levels of safety and security in the Correctional Complex were maintained as required under the Output Specification and Performance Regime.

Available Inmate Place Failure Abatement has the meaning given to it in section 13.4 of this Schedule.

Base Case Floating Rate Debt means, in respect of the relevant Month, the amount of outstanding senior debt labelled as "Base Case Floating Rate Debt" in the Model Output Schedule (as adjusted in accordance with section 11(e) and subject to State consent provided under clause 41 of this Deed) upon which floating rate interest payments are made. For the purposes of calculating the Floating Rate Adjustment in section 11, the Base Case Floating Rate Debt is to be expressed as a positive number.

Base Case Floating Rate Interest Payment means, in respect of the relevant Month, the interest payable at the Base Case Interest Rate on the Base Case Floating Rate Debt, as specified in the Model Output Schedule.

Base Case Interest Rate means, in respect of the relevant Month, the reference floating interest rate (exclusive of any margin) as specified in the Model Output Schedule.

BMS has the meaning given to that term in the Output Specification.

Cell means cellular accommodation as defined in the Output Specification.

Consumer Price Index or **CPI** means the Consumer Price Index (all Groups) for Sydney published quarterly by the Australian Bureau of Statistics or, if section 2.2 applies, the index determined in accordance with that section.

CPI Annual Multiplier at any time means:

- (a) the most recently published CPI for a Quarter ending 30 June; divided by
- (b) the published CPI for the Quarter ended 30 June 2017.

Erroneous Release has the meaning given in the Performance Regime.

Escorts means:

- (a) transportation of one or more Inmates to an external health facility and return travel time for the Staff;
- (b) travel time for the Staff to an external health facility and transportation of one or more Inmates from the external health facility to the Correctional Complex;
- (c) transportation of one or more Inmates for the purposes of compassionate leave within the northern region; or
- (d) transportation to or from authorised locations within the northern region for Temporary Leave.

Floating Rate Adjustment has the meaning given to it in section 11 of this Schedule.

Floating Rate Adjustment Commencement Date means the date specified as such in the Model Output Schedule.

FM Service Failure means any failure to meet, comply with or otherwise satisfy the requirements of the FM Services as defined in the Output Specification.

Health Price Index MDH or **HPI MDH** means the Sydney CPI Medical, Dental and Hospital services Index published quarterly by the Australian Bureau of Statistics or, if section 2.2 applies, the index determined in accordance with that section.

HPI Annual Multiplier at any time means:

- (a) the most recently published HPI MDH for a Quarter ending 30 June; divided by
- (b) the published HPI MDH for the Quarter ended 30 June 2017.

Inmate Place means a unit of accommodation for occupation by an Inmate in a Cell or in a bedroom at the Correctional Complex (which, in the case of dual Cells will be counted as two units when occupied by two Inmates), up to the maximum number of Available Inmate Places to be provided by Project Co in accordance with the Proposal which is no less than 1,700.

Inmate Place Unavailability means an Inmate Place that is not an Available Inmate Place.

Level 1 Performance Range has the meaning given to it in Schedule 17.

Level 2 Performance Range has the meaning given to it in Schedule 17.

Meal Availability Failure means a failure to provide any Inmate a meal (to the extent that the Inmate is physically present at the Correctional Complex at the time of the meal) in accordance with the minimum services requirements for Food Services set out in the Output Specification.

Meal Availability Failure Abatement means the amount calculated in accordance with section 13.3.

Minimum Population means:

- (a) for the 1,000 bed, male maximum security Correctional Centre, [REDACTED]
- (b) for the 300 bed, female maximum security Correctional Centre, [REDACTED] and [REDACTED]
- (c) for the 400 bed, male minimum security Correctional Centre, [REDACTED]

NSW Ambulance Charges means the cost of emergency ambulance treatment or transport charged to Project Co by the Ambulance Service of NSW, except to the extent such treatment is required as a result of a failure by Project Co to perform the Project Activities in accordance with this Deed.

Pharmacy Costs means Project Co's third party costs in relation to:

- (a) the purchase of Pharmaceuticals or Pharmaceutical Related Items; and
- (b) any Pharmaceutical Supply or Urgent Pharmaceutical Supply,

inclusive of all discounts, rebates, allowances and deductions but excluding any Project Co or Project Co's Associates mark-ups, profit margin or administration, management or other fees.

Pharmaceutical Related Items means dose administration aids.

Pharmaceutical Reporting Spreadsheet means the spreadsheet titled as such in Schedule 15.

Pharmaceutical Supply means the freight, transport and delivery of Pharmaceutical and Pharmaceutical Related Items to the Correctional Complex within standard delivery times.

Pharmaceuticals means:

- (a) all prescription medications determined or prescribed by:
 - (i) a registered medical practitioner;
 - (ii) a registered dentist; or
 - (iii) a registered optometrist;
 - (iv) a registered (and suitably endorsed) podiatrist; and
 - (v) an authorised registered nurse practitioner,
 including those Pharmaceuticals issued from Imprest Stock; and
- (b) nurse initiated medication issued from Imprest Stock.

Quality Failure has the meaning given to it in section 13.7 of this Schedule.

Rectification Period means:

- (a) for Unavailability, the aggregate of:
 - (i) the period from the commencement of the Inmate Place Unavailability, as determined in accordance with section 13.5(b), up to (and including) midnight on that calendar day; and

- (ii) subject to extensions granted under section 13.5(d), 24 hours from midnight on the calendar day in which the period of Inmate Place Unavailability commenced; and
- (b) for an FM Service Failure, subject to extensions granted under section 13.5(d), the period of time set out in the FM Table in section 3.16 of Schedule 17 (Performance Regime) for the relevant categorisation of the FM Service Failure.

Rectification Notice has the meaning given to it in section 13.5(f)(i).

Rectify, Rectified, Rectifying or Rectification means Project Co doing all that is required to rectify a FM Service Failure or an Inmate Place Unavailability (as the case may be), including in order to ensure that the Correctional Complex (or any part of it) is Fit For Purpose and Project Co otherwise meets or exceeds the performance standards set out in the Output Specification.

Remand Threshold has the meaning given to it in section 6(b).

Respond, Response or Responded means Project Co does all of the following:

- (a) establishes the nature, location and cause of the Unavailability or FM Service Failure (as the case may be);
- (b) commences all necessary actions to address the Unavailability or FM Service Failure (as the case may be) and fulfil health and safety requirements;
- (c) if applicable, appoints a suitably qualified, experienced and accountable person to pursue a Rectification;
- (d) assesses the situation and, within reasonable time, takes or authorises any required action; and
- (e) records an assessment of the Unavailability or FM Service Failure (as the case may be) in the performance monitoring program in accordance with the minimum requirements for General Services as set out in the Output Specification.

Target Performance Range has the meaning given to it in Schedule 17.

Temporary Fix has the meaning given to it in section 13.6.

Unavailability means an Inmate Place Unavailability, and **Unavailable** will be construed accordingly.

Urgent Pharmaceutical Supply means the freight, transport and delivery of Pharmaceuticals and Pharmaceutical Related Items outside of standard delivery times in exceptional circumstances where necessitated by clinical need as determined by suitably qualified Staff of Project Co or any of its Associates.

Wage Price Index or WPI means the Wage Price Index: Total Hourly Rates of Pay Excluding Bonuses (New South Wales, All Industries, Public and Private) published quarterly by the Australian Bureau of Statistics or, if section 2.2 applies, the index determined in accordance with that section.

WPI Annual Multiplier at any time means:

- (a) the most recently published WPI for a Quarter ending 30 June; divided by
- (b) the published WPI for the Quarter ended 30 June 2017.

2. Indexation

2.1 Indexation

All amounts to be "Indexed" under this Deed are indexed by multiplying the relevant number by the CPI Annual Multiplier or, if expressly specified, the WPI Annual Multiplier or HPI Annual Multiplier (as applicable).

2.2 Changes to Indexes

The following rules apply to all of the indices referred to in section 2.1:

- (a) if there is a change in the coverage of the index from that applying at the date of this Deed and the new index is linked to another index, the defined term is to be referable to the new index;
- (b) if the index is published and there is a change in its:
 - (i) coverage and it is not linked to another index; or
 - (ii) periodicity,
the parties must request the President of the Institute of Actuaries of Australia (or the President's nominee) to determine:
 - (iii) whether the index remains appropriate as a general indicator of the rate of price change for the relevant goods and services; and
 - (iv) if it is not, what other index should be used as a substitute index for the purpose of the defined term's use in this Deed,
and that determination is final and binding on the parties;
- (c) if there is a change in the reference base of the index from that applying at the date of this Deed and the Australian Bureau of Statistics provides a conversion factor, that conversion factor must be applied to calculate revised figures for the purpose of the defined term's use in this Deed, in terms of the new reference base. Where possible the conversion factor should be applied to both (a) and (b) in the definitions of CPI Annual Multiplier, WPI Annual Multiplier or HPI Annual Multiplier (as applicable) so that going forward both are expressed in the terms of the new reference base;
- (d) if there is a change in the reference base of the index from that applying at the date of this Deed and the Australian Bureau of Statistics does not provide a conversion factor, the parties must request the President of the Institute of Actuaries of Australia (or the President's nominee) to calculate a revised index for the purposes of the defined term's use in this Deed, and that calculation is final and binding on the parties;
- (e) if the index ceases to be published and the Australian Bureau of Statistics publishes another index which is:
 - (i) a replacement of that index; and
 - (ii) linked to the index,
the defined term must be re-calculated to the same reference base as the replacement index;
- (f) if the index ceases to be published and the Australian Bureau of Statistics does not publish another index which is linked to the index, the parties must request the President of the Institute of Actuaries of Australia (or the President's nominee) to calculate a revised index for the purposes of the defined term's use in this Deed, and that calculation is final and binding on the parties;
- (g) if the index ceases to be published and the Australian Bureau of Statistics does not publish another index in place of the index, the parties must request the President of the Institute of Actuaries of Australia (or the President's nominee) to determine an appropriate index which is a general indicator of the rate of price change for the relevant goods and services, and that determination is final and binding on the parties; and

- (h) if a Change in Law causes a material aberration in the index, the index must be adjusted to remove the impact of that material aberration in accordance with any such methodology published by a responsible Authority for adoption by business or, in the absence of such publication, within six months of the occurrence of the material aberration as agreed by the parties or, in the absence of agreement, as determined by an independent expert in accordance with clause 52 of this Deed.

3. Monthly Service Payment

3.1 Calculation of the Monthly Service Payment

- (a) The Monthly Service Payment for the nth Month of the Operating Phase (MSP_n) is:

$$MSP_n = BF_n + VA_n + CA_n + LC_n + PTC_n + EP_n + IP_y + FRA_n + AF_n - TD_n$$

where:

- BF_n = the Base Fee for Month n, calculated in accordance with section 4;
- VA_n = the Volumetric Adjustment for Month n, calculated in accordance with section 5;
- CA_n = the Cohort Adjustment for Month n, calculated in accordance with section 6;
- LC_n = the Lifecycle Charge for Month n, calculated in accordance with section 7;
- PTC_n = Pass Through Costs for Month n, calculated in accordance with section 8;
- EP_n = Escort Payments for Month n, calculated in accordance with section 9;
- IP_y = for the month envisaged by section 10, the Incentive Payment for the relevant Re-incarceration Year, calculated and payable (if applicable) in accordance with section 10;
- FRA_n = Floating Rate Adjustment for Month n, calculated in accordance with section 11;
- AF_n = Activity Fee for Month n, calculated in accordance with section 12;
- and
- TD_n = the Total Deductions for Month n, calculated in accordance with section 13.

- (b) MSP_n cannot be a negative number. If MSP_n is a negative number, it is deemed to be zero.

3.2 First and Last Month of the Operating Phase

- (a) Where the Operating Phase does not commence on the first day of a Month, $MRSP_n$, U_n , I_n (each as defined in section 4.1(a)) and CA_n will be adjusted proportionately for:
- (i) the first Month in the Operating Phase; and
 - (ii) the last Month in the Operating Phase,
- having regard to the number of days in the relevant partial Month as a percentage of the total number of days in the full calendar Month.
- (b) Where the Operating Phase does not commence on the first day of a Month, MAP_n and $MNRSP_n$ (each as defined in section 4.1(a)) will be adjusted proportionately for the first Month and last Month in the Operating Phase having regard to the number of days in the relevant partial Month as a percentage of the total number of days in the full calendar Month.

3.3 Treatment of time series payments and indexing factors in Model Output Schedule

- (a) MAP_n , $MNRSP_n$, AIF_n and SIF_n (each as defined in section 4.1(a)) and LC_n (as defined in section 3.1(a)) are set out in time series format over the life of the Operating Phase in the Model Output Schedule. For the avoidance of doubt:
 - (i) if the Date of Commercial Acceptance is later than the Date for Commercial Acceptance, it is intended that Project Co will forgo the payments, indexed at the relevant indexing factors, in the date range between these two dates (adjusted in accordance with section 3.2(b) for the first Month in the Operating Phase, if applicable); or
 - (ii) if the Date for Commercial Acceptance is changed as a result of an Extension Event, it is intended that the dates in the Model Output Schedule will be amended, pursuant to clause 59 of the Project Deed, such that the time series payments remain whole and shift in time.

4. Base Fee

4.1 Calculation of the Base Fee

- (a) The Base Fee for the nth Month of the Operating Phase (BF_n) is calculated as:

$$BF_n = (MAP_n \times AIF_n) + ((MNRSP_n + MRSP_n) \times SIF_n) + U_n + (I_n \times CPI_n)$$

where:

MAP_n = prior to the CDPD Payment Date, the Monthly Availability Payment as set out in the Model Output Schedule or following the CDPD Payment Date, the Monthly Availability Payment as adjusted in accordance with clause 59.3(a)(i) of the Project Deed;

$MNRSP_n$ = Monthly Non-Reviewable Service Payment, as set out in the Model Output Schedule;

$MRSP_n$ = Monthly Reviewable Service Payment, as set out in the Model Output Schedule;

AIF_n = the Availability Indexing Factor for Month n calculated as:
 $N\% + C\% \cdot CPI_n + W\% \cdot WPI_n + H\% \cdot HPI_n$

where N%, C%, W% and H% are the proportions of each indexing element of the fee as set out in the Model Output Schedule and following the CDPD Payment Date, adjusted in accordance with clause 59.3(a)(i) of the Project Deed;

SIF_n = the Services Indexing Factor for Month n calculated as:
 $J\% + K\% \cdot CPI_n + L\% \cdot WPI_n + M\% \cdot HPI_n$

where J%, K%, L% and M% are the proportions of each indexing element of the fee as set out in the Model Output Schedule;

U_n = Monthly Utilities fee, calculated in accordance with section 4.2;

I_n = Monthly Insurance fee, as set out in the Model Output Schedule;

CPI_n = CPI Annual Multiplier applicable for Month n;

WPI_n = WPI Annual Multiplier applicable for Month n; and

HPI_n = HPI Annual Multiplier applicable for Month n.

4.2 Calculation of the Monthly Utilities fee

- (a) The Monthly Utilities fee will be calculated one Month in arrears for each Month n in the Operating Phase except for the final Month in the Operating Phase, whereby the Monthly Utilities fee is calculated with reference to Month $n-1$ and Month n .
- (b) The Monthly Utilities fee for the n th Month of the Operating Phase (U_n) is calculated as:

$$U_n = \sum_k UP_k$$

Where UP_k is the Utilities Payment for the k th Utility and is calculated as the lesser of:

- (i) The actual third party costs incurred by Project Co for the Month $n-1$ in respect of the k th Utility inclusive of all discounts, rebates, allowances and deductions but excluding any default or late interest, balancing charges, charges due to extraordinary peaks in usage, Project Co or Project Co's Associates mark-ups, profit margins or administration, management or other fees; and
- (ii) The Monthly Utility fee calculated in the Model Output Schedule (as updated in accordance with clause 34(f) of the Deed) in respect of the k th Utility and Month $n-1$ as multiplied by the CPI Annual Multiplier (adjusted in accordance with section 3.2(a), as required).
- (c) Where Project Co receives statements for the k th Utility from the supplier on a quarterly basis, UP_k will be equal to [REDACTED] for all Months other than the Month in which the statement is received. For the purposes of section 4.2(b)(ii), the Monthly Utility fee calculated in the Model Output Schedule for the k th Utility will be adjusted appropriately to represent a quarterly amount to provide a like for like comparison with the statement received for the k th Utility.
- (d) As part of its Payment Claim prepared under clause 36.2(a) of this Deed, Project Co must prepare calculations to show the amounts for each of 4.2(b)(i) and 4.2(b)(ii) for each Utility and provide third party evidence of the costs incurred by Project Co in respect of the relevant Month in accordance with section 4.2(b)(i).

5. Volumetric Adjustment

5.1 Calculation of the Volumetric Adjustment

- (a) The purpose of the Volumetric Adjustment is to compensate Project Co for the additional costs of operation in accordance with this section where the number of Inmates at any Correctional Centre exceeds the relevant Minimum Population and clause (b)(ii) of the definition of Modification does not apply.
- (b) The Volumetric Adjustment will not be negative (i.e. the Volumetric Adjustment will either be zero or will be positive).
- (c) The Volumetric Adjustment will be calculated with reference to the bands of Inmate numbers and fixed and variable fees set out in the Model Output Schedule for each Correctional Centre (as Indexed by SIF n) (as defined in section 4.1(a)) and in accordance with section 5.1(e).
- (d) If the State forecasts:
- (i) an increase to the Inmate numbers at any Correctional Centre above the Minimum Population; or
- (ii) an increase or decrease in the Inmate numbers at any Correctional Centre beyond the upper or lower limit of the band as previously adjusted in accordance with this section 5.1,

then the State must use reasonable endeavours to provide Project Co with as much notice as is practicably possible of the forecast banding for the relevant Correctional

Centre and the date whereby the forecast banding is expected to apply (**VA Change Date**).

- (e) The Volumetric Adjustment for Month n (VA_n) for a Correctional Centre is calculated as follows:
 - (i) Step 1 (**VA Population**): For each day, calculate the VA Population which is the higher of:
 - A. the actual number of Inmates at the Correctional Centre as measured at 12am (**Actual Population**); and
 - B. the lower limit of the band forecast by the State to apply from that VA Change Date in accordance with section 5.1(d) or, where no forecast was provided in accordance with section 5.1(d), the lower limit of the band previously adjusted in accordance with this section 5.1 and active the day immediately preceding the VA Change Date;

except that the VA Population will be equal to the Actual Population from the date that falls:
 - C. four weeks after the date that the State gave notice in respect of that VA Change Date in accordance with section 5.1(d); or
 - D. where the State did not give notice in accordance with section 5.1(d), four weeks after the actual date the Inmate population in that Correctional Centre changed beyond the upper or lower limit of the band as previously adjusted in accordance with this section 5.1.
 - (ii) Step 2: Deduct the Minimum Population for that Correctional Centre to find the daily Variance in Population (**VIP**);
 - (iii) Step 3: Multiply the VIP by the relevant Variable Fee per Inmate per day and add to this the Fixed Fee per day (**DVA**), as determined by the bandings in the applicable table of rates in the Model Output Schedule; and
 - (iv) Step 4: Sum DVA for every day in the Month.
- (f) For the avoidance of doubt, the Volumetric Adjustment can increase or decrease over time as the Inmate population at each Correctional Centre fluctuates.

6. Cohort Adjustment

- (a) The purpose of the Cohort Adjustment is to enhance value for money and provide flexibility to the State in the event that the number of Inmates on remand at the Correctional Complex exceeds the Remand Threshold.
- (b) The Cohort Adjustment for Month n (CA_n) is calculated as:

$$\text{If } RI_n / TP_n \leq RT, CA_n = 0$$

$$\text{If } RI_n / TP_n > RT, CA_n = (RI - (RT * TP)) \times CAR \times CPI_n$$

Where:

RI_n means the daily average number of Inmates on remand in Month n;

RT means the Remand Threshold of ████████

TP_n means the daily average Inmate population at the Correctional Complex in Month n;

CAR means the monthly Cohort Adjustment Rate as set out in the Model Output Schedule; and

CPI_n means the CPI Annual Multiplier for Month n.

- (c) For the purposes of this section, an Inmate in custody under sentence and under remand is to be treated as an Inmate in custody under sentence.

7. Lifecycle Charge

- (a) The Lifecycle Charge for Month n (LC_n) is calculated as:

$$LC_n = LP_n \times CPI_n$$

where:

LP_n = the Lifecycle Payment for Month n (as set out in the Model Output Schedule); and

CPI_n = CPI Annual Multiplier for Month n.

8. Pass Through Costs

- (a) The Pass Through Costs for the nth Month of the Operating Phase will be the sum of the following:
- (i) Pharmacy Costs which Project Co is entitled to claim in accordance with section 8(b); and
 - (ii) NSW Ambulance charges which Project Co is entitled to claim in accordance with section 8(f).

Pharmaceuticals

- (b) Project Co will only be entitled to claim reimbursement of Pharmacy Costs after Pharmaceuticals have been administered to Custodial Patients (regardless of whether or not a Custodial Patient completes a course of Pharmaceuticals).
- (c) It is a condition precedent to Project Co's entitlement to claim reimbursement of Pharmacy Costs that:
- (i) the Pharmacy Costs were properly and necessarily incurred in accordance with the Services Specification; and
 - (ii) Project Co has complied with its obligations under this Deed in incurring the Pharmacy Costs (including submission of the Pharmaceuticals Reporting Spreadsheet).
- (d) As part of its Payment Claim prepared under clause 36.2(a) of this Deed, Project Co must provide evidence of all Pharmacy Costs actually incurred and paid for by Project Co during the relevant Month.
- (e) Project Co acknowledges and agrees that it is only entitled to claim reimbursement of Pharmacy Costs up to the relevant unit price or rates, or in accordance with the applicable charging formula (as applicable), specified in the terms of the Pharmaceuticals Supplier's appointment in respect of:
- (i) each Pharmaceutical item;
 - (ii) those items of Imprest Stock that have been approved by the State in accordance with clause 29.7(h) of this Deed;
 - (iii) each Pharmaceutical Related Item;
 - (iv) each Pharmaceutical Supply; and
 - (v) each Urgent Pharmaceutical Supply.

NSW Ambulance

- (f) Project Co will only be entitled to claim reimbursement of NSW Ambulance Charges to the extent that the NSW Ambulance Charges were properly and necessarily incurred for the provision of emergency care.
- (g) As part of its Payment Claim prepared under clause 36.2(a) of this Deed, Project Co must provide evidence of all NSW Ambulance Charges actually incurred and paid for by Project Co during the relevant Month.

9. Escort Payments

- (a) Project Co will be paid for each Escort in accordance with this section.
- (b) The amount payable by the State for each Escort is calculated based on the duration of the Escort and the relevant price per one hour interval (or part thereof) as identified in the Model Output Schedule depending on the number of Inmates escorted in that Escort and the security classification of the Inmates escorted (as the case may be).
- (c) The price per one hour interval in the Model Output Schedule will be Indexed by the WPI Annual Multiplier.

10. Incentive Payments

10.1 Definitions

In this section 10:

ATSI means Aboriginal and Torres Strait Islanders

Benchmark Re-Incarceration Rate means the State Re-Incarceration Rate less three percentage points.

Inmates In-Scope means Inmates:

- (a) who were in custody under sentence at a State Correctional Centre for at least three months prior to their release date;
- (b) who did not die within 24 months of their Release Date;
- (c) who were not deported within 24 months of their Release Date;
- (d) who were Released from custody and that Release did not constitute an Erroneous Release; and
- (e) whose Release Dates were in Re-Incarceration Year y-2.

Release or Released means the release of an Inmate from a custodial sentence to re-enter the community whether on completion of a custodial sentence or on parole.

Release Date means the date on which the Inmate was Released from a State Correctional Centre or the Correctional Complex (as the case may be).

Re-Incarceration Rate means the number of RR Eligible Inmates returning to custody under sentence in the NSW correctional centre system within 24 months of their Release Date expressed as a percentage of the total number of RR Eligible Inmates.

Re-Incarceration Year means:

- (a) for the first Re-Incarceration Year, the period of 12 Months commencing from the third anniversary of the Operational Commencement Date;
- (b) subject to paragraph (c) below, each subsequent period of 12 Months; and
- (c) for the final Re-Incarceration Year, the period of 12 Months which expires on the second anniversary of the Final Expiry Date unless terminated earlier, in which case no Incentive Payment will be payable after the Expiry Date.

RR Eligible Inmates means Inmates:

- (a) who were in custody under sentence at the Correctional Complex for a minimum of three months immediately prior to their Release Date;
- (b) who did not die within 24 months of their Release Date;
- (c) who were not deported within 24 months of their Release Date;
- (d) who were Released from custody and that Release did not constitute an Erroneous Release; and
- (e) whose Release Dates were in Re-Incarceration Year y-2.

RR Inmate Group means each of the following groups of Inmates:

- (a) ATSI Inmates;
- (b) Non ATSI Inmates.

State Correctional Centre means any correctional centre operated by the State or a third party provider in the State of New South Wales other than the Correctional Complex.

State Re-Incarceration Rate means the number of Inmates In-Scope returning to custody under sentence in the NSW correctional centre system within 24 months of their Release Date expressed as a percentage of the total number of Inmates In-Scope.

10.2 Incentive Payments

- (a) Incentive Payments will be calculated for each Re-Incarceration Year in accordance with sections 10.2(b) and 10.2(c) and, if relevant, payable in accordance with section 10.2(f).
- (b) Incentive Payments for Re-Incarceration Year y are calculated as follows:

$$IP_y = \sum ((BRR_{y,c} - RR_{y,c}) \times NR_{y,c} \times \text{CPI}_n)$$

where:

BRR_{y,c} means the Benchmark Re-Incarceration Rate for RR Inmate Group c in Re-Incarceration Year y;

RR_{y,c} means the Re-Incarceration Rate for RR Inmate Group c in Re-Incarceration Year y; and

NR_{y,c} means the number of RR Eligible Inmates in RR Inmate Group c.

- (c) Where IP_y is negative:
 - (i) no Incentive Payment will be payable by the State; and,
 - (ii) Project Co will not be required to make a payment to the State.
- (d) Within four weeks of the end of the Re-Incarceration Year, the State will provide Project Co with the Benchmark Re-Incarceration Rate for each RR Inmate Group, the Re-Incarceration Rate for each RR Inmate Group and the number of RR Eligible Inmates for each RR Inmate Group.
- (e) Project Co is then responsible for calculating IP_y and providing these calculations to the State with the next Payment Claim in accordance with section 36.2(a) of the Deed.
- (f) The National counting rules used to measure re-incarceration for the Productivity Commission's Report on Government Services will apply.

11. Floating Rate Adjustment

- (a) This section 11 applies for the purposes of calculating the Floating Rate Adjustment.
- (b) The Floating Rate Adjustment will equal zero for all Months prior to the Floating Rate Adjustment Commencement Date.
- (c) The Floating Rate Adjustment for all Months after and including the Month in which the Floating Rate Adjustment Commencement Date falls is calculated as follows:

$$FRA_n = Int_{actual} - Int_{base}$$

where:

FRA_n = the Floating Rate Adjustment for the Month.

Int_{actual} = the Actual Floating Rate Interest Payment for the Month.

Int_{base} = the Base Case Floating Rate Interest Payment for the Month.

- (d) The Floating Rate Adjustment may be a positive or negative amount.
- (e) Upon a Refinancing, Project Co may request an amendment to the schedule of the Base Case Floating Rate Debt and the Base Case Interest Rate, such that the net present cost to the State of paying the Floating Rate Adjustment for the remainder of the Term based upon the schedule of Base Case Floating Rate Debt and the Base Case Interest Rate as at Financial Close, is equal to the net present cost to the State of paying the Floating Rate Adjustment based upon the revised schedule of Base Case Floating Rate Debt and the revised Base Case Interest Rate. In each case, the net present cost will be calculated at the time of the Refinancing, based upon prevailing market rates, using generally accepted market conventions and Treasury Corporation of New South Wales swap margin pricing methodologies. For the avoidance of doubt, this may include an upfront payment to or from the State as mutually agreed.

12. Activity Fee

The Activity Fee for the nth Month of the Operating Phase is calculated as:

$$AF_n = \sum T \times CPI_n$$

where:

T = The fee corresponding to the following relevant completed task as identified in Section 10 of the Model Output Schedule for the initial or subsequent competitive tender process (as the case may be):

- A. Initial meeting (as per clause 33.6 (c)), Consultation (as per clause 33.6 (d)) and Review of Request for Tender (as per clause 33.6 (e)).
- B. Collaboration with the State (as per clause 33.6 (f)), Offers (as per clause 33.6 (g)) and Content of Offers (as per clause 33.6 (h))
- C. Project Co's obligations if the State was to manage the tender process as per clause 33.6(i).

13. Total Deductions

13.1 Calculation of the Total Deductions

- (a) With the exception of the first three Months of the Operating Phase where TD_n is deemed to be equal to zero provided that clause 29.6(d) of the Deed does not apply, Total Deductions for the nth Month of the Operating Phase (TD_n) are calculated as:

$$TD_n = \sum AFA_n + \sum QFA_n$$

where:

$\sum AFA_n$ = Availability Failure Abatement for the relevant Month, calculated in accordance with section 13.2;

$\sum QFA_n$ = Quality Failure Abatement for the relevant Month, calculated in accordance with section 13.7.

- (b) If an event occurs which causes both Unavailability and a Quality Failure, then an Availability Failure Abatement will be calculated in accordance with section 13.2 of this

Schedule and a Quality Failure Abatement will be calculated in accordance with section 13.7 of this Schedule.

- (c) Any errors or omissions that are found to be deliberate instances of concealing or omitting to report an Availability Failure Abatement or a Quality Failure Abatement will attract a reporting failure factor equal to [REDACTED] of the relevant Availability Failure Abatement or Quality Failure Points.
- (d) In the Month that a reporting failure is identified (regardless of when or how it is identified) Project Co is required to record the correct details regarding the Availability Failure Abatement or Quality Failure Abatement in an amended monthly report for the Month in which the error occurred. The Monthly Service Payment for the Month in which the reporting failure is identified will be adjusted to take account of any overpayment by the State in the Month that the reporting failure relates to.

13.2 Calculation of the Availability Failure Abatement

The Availability Failure Abatement for the relevant Month ($\sum AFA_n$) is calculated as:

$$\sum AFA_n = \sum MAA_n + \sum AIPFA_n$$

where:

$\sum MAA_n$ = the sum of Meal Availability Failure Abatements calculated in accordance with section 13.3.

$\sum AIPFA_n$ = the sum of Available Inmate Place Failure Abatements for the relevant Month, calculated in accordance with section 13.4.

13.3 Calculation of the Meal Availability Failure Abatement

The Meal Availability Failure Abatement for the nth Month of the Operating Phase ($\sum MAA_n$) is calculated as:

$$\sum MAA_n = \sum_n (MAF_n \times MAFA) \times AIF_n$$

where:

MAF_n = The number of Meal Availability Failures in the relevant Month;

MAFA = the Meal Availability Failure Amount of [REDACTED] per Meal Availability Failure.

13.4 Calculation of the Available Inmate Place Failure Abatement

- (a) The Available Inmate Place Failure Abatement amount for each Inmate Place Unavailability in the nth Month of the Operating Phase ($AIPFA_n$) is calculated as:
 - (i) [REDACTED] per day, or part thereof, (as Indexed by AIF_n) for the first seven days; plus
 - (ii) [REDACTED] per day, or part thereof, (as Indexed by AIF_n) for any subsequent days, from the expiry of the Rectification Period for that Inmate Place Unavailability until the Inmate Place Unavailability is Rectified.
- (b) To the extent that an Inmate Place Unavailability continues beyond the end of the nth Month:
 - (i) an Available Inmate Place Failure Abatement amount will be calculated for that Inmate Place Unavailability in the nth Month and any subsequent Month until the Inmate Place Unavailability is Rectified; and
 - (ii) the calculation of $AIPFA_{n+1}$ will utilise the higher abatement amount set out in section 13.4(a)(ii) from the eighth consecutive day of the expiry of the Rectification Period for that Inmate Place Unavailability (taking into consideration the number of days the Inmate Place was Unavailable following the expiry of the Rectification Period in any previous Month(s)).

13.5 Rectification

- (a) This section sets out provisions in respect of the Rectification of Inmate Place Unavailability (as relevant to section 13.4) and FM Service Failures (as relevant to the calculation of Quality Failure Abatements in section 13.7).
- (b) The Rectification Period will commence at the moment that the Unavailability or the FM Service Failure (as the case may be):
- (i) first comes to the attention of any member of Staff (including by notification by the State, a Monitor, an Inmate or a Visitor to a member of Staff);
 - (ii) is detected by the BMS or any other automatic monitoring or alarm system; or
 - (iii) should have come to the attention of any member of Staff or should have been detected by the BMS or any other automatic monitoring or alarm system, if Project Co was complying with its obligations under this Deed,
- whichever is the earlier.
- (c) If, at any time during the Operating Phase, Project Co refuses to accept an Inmate to occupy any Available Inmate Place, that Available Inmate Place is deemed to be an Inmate Place Unavailability from the time of such refusal by Project Co until the date on which Project Co makes that Inmate Place Available.
- (d) Project Co may request an extension to the Rectification Period in respect of each Inmate Place Unavailability and each FM Service Failure. The State Representative will not unreasonably refuse to grant such extensions provided that:
- (i) Project Co has promptly Responded and, where applicable, has diligently pursued and effected a Temporary Fix in accordance with section 13.6 to the State Representative's satisfaction;
 - (ii) the Unavailability or FM Service Failure (as the case may be) was not caused by an act or omission of Project Co or a Project Co Associate (including the provision of inadequate resources) or an act or omission of an Inmate, to the extent arising from a failure to perform the Services in accordance with the Deed;
 - (iii) Project Co has diligently pursued a remedy or cure; and
 - (iv) the need for the extension is not due to a failure on the part of Project Co to adhere to Best Services Practices, including the identification, purchasing and storage of spare parts for plant and Equipment whose failure may have a significant impact upon the operation of the Correctional Complex in accordance with this Deed.
- (e) For so long as any Unavailability or FM Service Failure (as the case may be) continues, Project Co must provide to the State a daily update on the progress made in Rectification, together with any revised estimate of the likely date of Rectification.
- (f) The period of the Unavailability or FM Service Failure (as the case may be) will be determined in accordance with the following procedure:
- (i) Project Co must immediately notify the State when it believes that any Unavailability or FM Service Failure (as the case may be) has been Rectified (the "**Rectification Notice**"); and
 - (ii) the time of such Rectification Notice will, subject to section 13.5(i), constitute the time of Rectification.
- (g) The State will be entitled to inspect the area of the Correctional Complex that is the subject of the Rectification Notice and notify Project Co of whether or not it agrees that the Unavailability or FM Service Failure (as the case may be) has been Rectified by no later than 2 Business Days after receipt by the State of the Rectification Notice.
- (h) If the State:
- (i) notifies Project Co that it agrees with the Rectification Notice; or

- (ii) does not notify Project Co in accordance with section 13.5(i),
the relevant Unavailability of FM Service Failure (as the case may be) ceases from the time of the Rectification Notice;
- (i) If the State notifies Project Co that it does not agree with the Rectification Notice in accordance with section 13.5(g), the relevant Inmate Place Unavailability or FM Service Failure (as the case may be) is deemed to continue until Rectification in accordance with section 13.5(h).

13.6 Temporary Fix

- (a) This section sets out provisions in respect of a Temporary Fix for Inmate Place Unavailability (as relevant to section 13.4) and FM Service Failures (as relevant to the calculation of Quality Failure Abatements in section 13.7).
- (b) If Project Co considers that it is not able to Rectify an Inmate Place Unavailability or FM Service Failure (as the case may be) within the relevant Rectification Period, it may seek approval from the State Representative for a course of action that will temporarily ameliorate the consequences of the Unavailability or FM Service Failure (as the case may be) whilst the problem is being Rectified (**Temporary Fix**). Project Co must specify the proposed time by which the Rectification must occur (**Permanent Fix Time**).
- (c) If:
 - (i) the State Representative is unavailable to approve the Temporary Fix; and
 - (ii) prior approval would allow Project Co to avoid any breach of Law and any imminent Service Failures being incurred,

Project Co may proceed to pursue a Temporary Fix, at its risk, pending the State's approval. This section 13.6(c) will only apply where Project Co has sought prior approval and made reasonable efforts to contact the State Representative to request that the approval be granted and a response has not been received.

- (d) Where Project Co has pursued a Temporary Fix in accordance with section 13.6(c), Project Co must by notice in writing to the State, as soon as is reasonably practicable (and in any case at the start of the next day) following the relevant Inmate Place Unavailability or FM Service Failure (as the case may be) confirm the details of the unapproved Temporary Fix and Permanent Fix Time requested, together with details of the attempts to obtain prior approval under section 13.6(b).
- (e) The parties acknowledge that the State is entitled to reject or amend a Temporary Fix request under sections 13.6(b), 13.6(c) and 13.6(d) at its sole discretion
- (f) If the State allows a Temporary Fix, then Project Co must diligently pursue the Temporary Fix within the time frames agreed as part of the Temporary Fix and must ensure that the Unavailability or FM Service Failure (as the case may be) is Rectified by the Permanent Fix Time.
- (g) No approval of a Temporary Fix or Permanent Fix Time, or extension of the Permanent Fix Time or Rectification Period, by the State will:
 - (i) relieve Project Co of any of its obligations or liabilities under this Deed; or
 - (ii) entitle Project Co to make a Claim against the State or its Associates.

13.7 Calculation of the Quality Failure Abatement

- (a) A Quality Failure will arise when:
 - (i) Project Co fails to meet the Target Performance Range for any Key Performance Indicator as set out in section 3 of Schedule 17 (Performance Regime); or
 - (ii) where there is no Target Performance Range for a Key Performance Indicator, where the formula in section 3 of Schedule 17 applicable to that Key Performance Indicator (or that part of the Key Performance Indicator) results in a value greater than zero.

- (b) Where a Quality Failure occurs in a Month, Quality Failure Points (QFPs) will accrue and will be calculated with reference to the relevant Key Performance Indicator and methodology for the calculation of QFPs set out in section 3 of Schedule 17 (Performance Regime).
- (c) Where two or more Quality Failures arise from the same incident, the higher of the calculated QFPs will apply.
- (d) To the extent that:
 - (i) the same Quality Failure occurs in two or more Months within a period of six consecutive Months; and
 - (ii) Project Co's performance falls within the Level 2 Performance Range for each of those Months,

the QFPs which accrue in respect of that KPI or that part of the KPI for the second Month and any subsequent Months where 13.7(d)(ii) continues to apply will be multiplied by a factor of two.
- (e) The Quality Failure Abatement for the Month ($\sum QFA_n$) will be calculated as:

$$\sum QFP \times \blacksquare \times SIF_n$$

where the resultant value will either be \blacksquare or positive (such that it increases Total Deductions and reduces the Monthly Service Payment).

13.8 Review of Key Performance Indicators

- (a) At the end of each Operating Year, Project Co must consult in good faith and use all reasonable endeavours to review the operation of each part of each Key Performance Indicator with the State, taking into consideration the following factors:
 - (i) the Target, Level 1 and Level 2 Performance Ranges may be adjusted to account for industry improvements to maintain Project Co's performance targets relative to publicly operated correctional centre performance levels, taking into consideration the specific characteristics of the Correctional Complex and Inmates;
 - (ii) the outcome of:
 - A. any audit performed in accordance with clause 11.3; and
 - B. the State exercising any rights under clause 28.2, of this Deed; and
 - (iii) the Project Objectives.
- (b) To the extent that, in the course of their review, the parties agree that:
 - (i) a Key Performance Indicator or a part of a Key Performance Indicator should be omitted, replaced or otherwise amended;
 - (ii) a new Key Performance Indicator should be inserted;
 - (iii) the Target, Level 1 and/or Level 2 Performance Ranges (as set out for each Key Performance Indicator in Schedule 17) should be increased, decreased or otherwise amended; or
 - (iv) the Quality Failure Points associated with a Key Performance Indicator or any part of a Key Performance Indicator (as set out in Schedule 17) should be amended,

then:

 - (v) the State must prepare and provide Project Co with an amended version of Schedule 17 which clearly identifies any amendments (Amended Schedule 17); and
 - (vi) both parties must sign the Amended Schedule 17,

and from the date on which the Amended Schedule 17 has been signed by both parties:

- (vi) the Amended Schedule 17 will be deemed to have replaced Schedule 17; and
- (vii) Quality Failure Abatements will be calculated with reference to the Amended Schedule 17.