



Lendlease
NBN - MIMA Subcontractor Panel Agreement

between

Lendlease Services Pty Limited
(the “Contractor”)

and



(the “Subcontractor”)

CONTRACT NUMBER
LLS-MIMA-SCT0046

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Section 1: Formal Agreement

Date: _____

Parties:

Lendlease Services Pty Limited ABN 87 081 540 847 of Level 14, Tower Three, International Towers Sydney Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW 2000 (**Contractor**)
and



Background

- A) The Contractor has been engaged as a construction contractor by NBN Co under the “Head Contract” to carry out construction works (the ‘Project’).
- B) The Contractor is engaging the Subcontractor under this agreement (the “Contract”) to support its delivery of these construction works under the Head Contract with NBN Co.
- C) The Contractor and the Subcontractor promise to carry out and complete their respective obligations in accordance with this Contract.
- D) The Subcontractor further agrees to use its best efforts in performing the Works under the Contract to assist the Contractor in meeting its obligations under the Head Contract.

Executed as an **agreement**.
Signed for and on behalf of **Lendlease Services**
Pty Limited ABN 87 081 540 847 by its authorised
signatories in the presence of:

Signature of authorised signatory

Full name of authorised signatory



Signature of director

Full name of director

Signature of witness

Full name of witness

Signature of company secretary/director

Full name of company secretary/director

Section 2: Contract Terms

1. Representatives

1.1 Contractor's Representative

(a) The Contractor's Representative will carry out the Contractor's functions under this Contract as the agent of the Contractor and not as an independent certifier, assessor or valuer.

(b) The Subcontractor must comply with any direction by the Contractor's Representative, given or purported to be given under this Contract.

(c) The Contractor may, by notice to the Subcontractor:

- (i) replace the Contractor's Representative with another person; or
- (ii) delegate to any person any power or duty of the Contractor's Representative under this Contract.

1.2 Subcontractor's Representative

(a) The Subcontractor's Representative must be authorised to act on the Subcontractor's behalf in respect of this Contract.

(b) The Subcontractor may, with the approval of the Contractor (which must not be unreasonably withheld):

- (i) replace the Subcontractor's Representative with another person; or
- (ii) delegate to any person any power or duty of the Subcontractor's Representative under this Contract.

2. Term

2.1 Duration

(a) This Contract commences on the Award Date, and unless terminated under clause 29, continues until the date which is two years after the Award Date (**Term**).

(b) The Contractor may, at its absolute discretion, extend the Term for an additional 12 month period by written notice to the Subcontractor prior to the expiry of the initial two year term.

2.2 Effect of Expiry

On expiry of the Term:

(a) the Contractor may not issue any further Work Packages; and

(b) the Subcontractor must achieve completion of all:

- (i) Drop Notices commenced under clause 3.5; and
- (ii) Work Packages issued to the Subcontractor under clause 3.2;

as at the date of expiry of the Term (and the terms of this Contract will continue to apply to any Subcontractor's Activities performed after the expiry of the Term).

3. Award of Work

3.1 Panel Arrangement

(a) From the Award Date until the expiry of the Term, the Subcontractor shall be appointed to the Contractor's Panel for the performance of the Project.

(b) In accordance with the Panel arrangement, the Subcontractor is not the Contractor's sole subcontractor for the performance of the Project, and the Contractor expressly reserves its rights to seek proposals from, and issue work to, other subcontractors in relation to the Project.

3.2 Issue of Work to Subcontractors

(a) The Contractor may, at any time during the Contract, request the Subcontractor to carry out Works under this Contract, by issuing a Work Package, comprising of:

- (i) Work Package Particulars;
- (ii) an Activity Scope;
- (iii) the bill of quantities, with the corresponding Work Package Price;
- (iv) Separable Portions (if applicable); and/or
- (v) any other relevant information.

(b) Where the Subcontractor has the capability, and wishes to perform the Works in accordance with the Work Package, the Subcontractor shall sign and return the Work Package to the Contractor, and provide any details or information requested by the Contractor in the Work Package.

(c) Each signed Work Package will, upon receipt by the Contractor, be deemed to create a separate contract between the Contractor and Subcontractor, comprising:

- (i) The Work Package;
- (ii) This Contract (including all Sections); and/or
- (iii) Any other documents referred to in the above documentation.

3.3 No Guarantee of Volumes

The Contractor makes no guarantee of work volumes to the Subcontractor under this Contract, and other than as expressly provided for under this clause 3, the Subcontractor must not undertake any works and is not entitled to any payment from the Contractor under or in connection with this Contract.

3.4 Changes to Work Packages

(a) In the event that the Contractor is required under the Head Contract or otherwise to vary a Work Package awarded under this Contract, the Contractor shall be entitled to issue a Change Direction under clause 6. The Subcontractor acknowledges that NBN may give Change Directions to the Contractor. Where such a Change Direction is given under the Head Contract, the services to be performed by the Subcontractor may change or be

omitted in part or whole. The Subcontractor shall promptly comply with such Change Direction, upon notification by the Contractor.

(b) Where the Subcontractor, in performing the Subcontractor's Activities, has exceeded, or will exceed the quantities expressed in the bill of quantities for a particular item, it must give written notice to the Contractor entitled "Proposed Quantity Change".

(c) Upon receiving a Proposed Quantity Change, the Contractor may give written notice to the Subcontractor within 5 Business Days as follows:

(i) accepting the Proposed Quantity Change, in which case it becomes a Quantity Change, and:

(A) the Subcontractor should proceed with the Subcontractor's Activities, incorporating the Quantity Change; and

(B) the bill of quantities and Work Package Price set out in the Work Package shall be adjusted to incorporate the Quantity Change; and

(C) the Subcontractor will be entitled to claim payment for the additional volumes of work set out in the Work Package Price, once performed, in accordance with clause 5.

(ii) notifying the Subcontractor that it wishes to negotiate the Proposed Quantity Change, after which:

(A) the parties must negotiate in good faith for a period no longer than 5 Business Days, with a view to agreeing upon the required quantities;

(B) with the Subcontractor to provide a revised response to the Contractor within 2 Business Days of the parties reaching agreement; and

(C) the Contractor responding to the Subcontractor's revised response in accordance with this clause 3.4(c)(ii)(C); or

(iii) rejecting the Proposed Quantity Change, in which case the Subcontractor must proceed with the Subcontractor's Activities in accordance with this Contract, without reference to the Proposed Quantity Change.

(d) If the Contractor does not respond to the Subcontractor's Proposed Quantity Change in accordance with clause 3.4(c), then:

(i) the Subcontractor must proceed with the relevant Subcontractor's Activities; and

(ii) the Subcontractor's entitlement (if any) in respect of those Subcontractor's Activities will be determined as if the Proposed Quantity Change is valid, but the Proposed Quantity Change shall be priced in accordance with clause 6.4.

(e) The Subcontractor will be time barred from issuing a Proposed Quantity Change to the Contractor under this clause with respect to additional quantities, where more than five Business Days has passed since those

additional quantities were performed or incorporated into the Works.

3.5 Non-executable Premises

At any time prior to the expiry of the Defects Liability Period which was originally the subject of the relevant Non-executable Premises, the Contractor may issue a notice (a 'Drop Notice') to the Subcontractor which:

(a) requires the Subcontractor to perform Subcontractor's Activities in respect of any Non-executable Premises, which identifies such premises, and contains any other information relevant in respect of those Non-executable Premises.

(b) The Subcontractor must promptly commence the Subcontractor's Activities in respect of each Drop Notice, and use its best endeavours to achieve Completion of the Drop Notice within 14 days of the issue of that Drop Notice by the Contractor to the Subcontractor.

(c) Subcontractor shall maintain a subcontract resource to undertake Non-executable Premises lead-in works for the duration of the defects liability period on an 'as available' basis after project demobilisation. In the event that this sub-subcontractor resource is not available to perform the Non-executable Premises lead-in then:

- i. Sub-Contractor will notify Contractor immediately in writing; and
- ii. Contractor may elect to:
 - (a) Undertake the work with others; or
 - (b) Authorise Subcontract to undertake the work with others at an agreed rate or on a cost reimbursable basis.

4. Time and Completion

4.1 Time for Completion

The Subcontractor must:

(a) promptly commence each Work Package upon it being awarded to the Subcontractor in accordance with clause 3;

(b) upon commencement of a Work Package, provide a notice to the Contractor confirming that it has commenced that Work Package;

(c) without limiting its obligations under clause 4.1(a) and 4.1(b), if the Subcontractor has not commenced a Work Package within 2 Business Days of the Commencement Date, provide a written notice to the Contractor of the date on which the Subcontractor will commence that Work Package;

- (d) regularly and diligently progress the Subcontractor's Activities required to achieve Completion of each Work Package by the relevant Time for Completion; and
- (e) use its best endeavours to achieve Completion of a Work Package by the Time for Completion.

4.2 Delay Beyond Reasonable Control

If the Subcontractor is unable to promptly commence the performance of the Subcontractor's Activities in respect of an entire Work Package in accordance with clause 4.1 because of an event beyond the reasonable control of the Subcontractor; then:

- (a) the Subcontractor must notify the Contractor of:
 - (i) the relevant Work Package, and
 - (ii) the reasons why the Subcontractor is unable to promptly commence the performance of the Subcontractor's Activities in the entire Work Package; and
- (b) the Contractor may, at its discretion, extend the Time for Completion by a period equal to the delay reasonably caused to the Subcontractor by the event.

4.3 Bill of As-Built Quantities as a Condition Precedent to Completion

- (a) The Subcontractor shall not be entitled to request a Completion Certificate from the Contractor under clause 4.4, until the Bill of As-Built Quantities has been determined in accordance with this clause 4.3.
- (b) As soon as the Subcontractor is of the opinion that Completion of a Work Package has been reached, the Subcontractor must provide to the Contractor:
 - (i) a final bill of quantities setting out the quantities used in reaching Completion of the Work Package, reconciled against the bill of quantities attached to the Work Package, as adjusted for any Quantity Changes agreed in accordance with clause 3.4; and
 - (ii) As-Built Drawings.
- (c) The Contractor shall, by notice within 10 Business Days of receiving the final bill of quantities:
 - (i) accept the final bill of quantities; or
 - (ii) issue to the Subcontractor a revised bill of quantities:
 - (A) setting out the quantities the Contractor believes the Subcontractor is entitled to claim in accordance with the performance of the Subcontractor's Activities under this Contract; and
 - (B) the reasons for the difference between the Subcontractor's final bill of quantities, and the revised bill of quantities;
 - (C) For the avoidance of doubt, where the Subcontractor's final bill of quantities exceeds the allowances made in the bill of quantities in the Work Package issued under clause 3.2, and such additional quantities have not been accepted as As-Built Quantity

Changes under clause 3.4, the Contractor shall be entitled to disregard such additional quantities at its absolute discretion, and the Subcontractor shall have no entitlement whatsoever for such additional quantities.

(iii) The Subcontractor will be deemed to have accepted the revised bill of quantities, where at least five Business Days have passed since its issuance by the Contractor under this clause, and the Subcontractor has not given notice of its intention to dispute the revised bill of quantities. Upon this deemed acceptance, the Subcontractor shall be time barred from making any claims with respect to the revised bill of quantities.

(d) Once the bill of quantities has been determined by the parties in accordance with this clause or (if applicable) any dispute resolution process, it shall be referred to as the Bill of As-Built Quantities.

4.4 Completion

- (a) As soon as the Bill of As-Built Quantities has been determined in accordance with clause 4.3, the Subcontractor must provide a notice to the Contractor requesting it to issue a Completion Certificate for that Work Package.
- (b) The Contractor must, as soon as practicable after receipt of the Subcontractor's notice under clause 4.4(a), and in any event within 5 Business Days after receipt of that notice, issue to the Subcontractor:
 - (i) a Completion Certificate:
 - (A) evidencing the Date of Completion of that Work Package; and
 - (B) containing a list of any minor Defects of the type described in paragraph (a) of the definition of "Completion" and a timetable for the resolution of those minor Defects; or
 - (ii) a notice setting out reasons why Completion has not been reached in respect of that Work Package.

5. Payment

5.1 Payment Claims

The Subcontractor will, subject to this Subcontract, be paid:

- (a) in relation to a validly issued payment claim;
- (b) for the volume of work performed, based on the Schedule of Rates in Section 5, as may have been adjusted by a Schedule of Rates Change in accordance with clause 6.4; and
- (c) the Subcontractor's entitlement to payment under this Contract shall not in any circumstance exceed the Work Package Price, and where relevant, with respect to Provisional Sum Work, the Provisional Sum Cost. The Subcontractor shall have no other entitlement to payment under this Contract whatsoever.

5.2 Conditions precedent to payment

(a) The Subcontractor will not be entitled to payment or to submit a payment claim (where applicable) under this clause 5 unless the Subcontractor has provided to the Contractor:

- (i) evidence that the Subcontractor Insurances have been effected;
 - (ii) Security in accordance with clause 10; and
 - (iii) statutory declarations complying with clause 5.14.
- (b) The Subcontractor will not be entitled to payment for any additional quantities performed or incorporated into the Works in excess of the applicable quantities set out in the bill of quantities attached to the Work Package, except to the extent that a Quantity Change has been agreed by the parties in accordance with clause 3.4 with respect to such additional quantities.

5.3 Payment claims

(a) The Subcontractor must, during the Term, submit payment claims to the Contractor on the 14th and 28th of the month, with respect to the Subcontractor's Activities performed in the previous calendar fortnight. (b) Each payment claim must:

- (i) separately identify the amount being claimed by the Subcontractor on account of:
 - (A) each relevant rate or price in the Schedule of Rates;
 - (ii) provide evidence of the amount due to the Subcontractor;
 - (iii) attach a statutory declaration confirming that all subcontractors have been paid all moneys due and payable to them in respect of the Subcontractor's Activities;
 - (iv) in the case of New South Wales - attach a declaration in the form required by clause 5.14(b); and
 - (v) include such other documentation which the Contractor may by notice require the Subcontractor to provide.
- (c) If the Contractor reasonably considers that the information submitted with the claim is insufficient to enable it to make a proper assessment of the claim, the Contractor may delay the issue of a payment schedule until the Subcontractor has provided the information reasonably required by the Contractor.

5.4 Final Payment Claim

(a) The Subcontractor must submit a final payment claim to the Contractor on Completion of each Work Package (by no later than 30 Business Days after the Contractor issues a Completion Certificate to the Subcontractor for that Work Package).

(b) The final payment claim must:

- (i) separately identify the amount being claimed by the Subcontractor on account of:
 - (A) each relevant rate or price in the Schedule of Rates, using the Bill of As-Built Quantities;
 - (ii) provide evidence of the amount due to the Subcontractor;
 - (iii) attach a statutory declaration confirming that all subcontractors have been paid all moneys due and payable to them in respect of the Subcontractor's Activities;
 - (iv) in the case of New South Wales - attach a declaration in the form required by clause 5.14(b); and
 - (v) include such other documentation which the Contractor may by notice require the Subcontractor to provide.
- (c) If the Contractor reasonably considers that the information submitted with the claim is insufficient to enable it to make a proper assessment of the claim, the Contractor may delay the issue of a payment schedule until the Subcontractor has provided the information reasonably required by the Contractor.

5.5 Payment schedule

- (a) The Contractor will, within 10 Business Days after receiving a valid payment claim, issue to the Subcontractor a payment schedule which states:
 - (i) the payment claim to which it relates;
 - (ii) the amount which the Contractor believes to be then payable by the Contractor in accordance with this Contract to the Subcontractor on account of the amounts referred to in clause 5.3(b)(i); and
 - (iii) the reasons for any difference between the payment schedule and the amount claimed in the payment claim, including any reasons for withholding payment including under any right of set-off (whether under clause 5.12 or otherwise).
- (b) A failure by the Contractor to set out in a payment schedule an amount which the Contractor is entitled to retain, deduct, withhold or set-off (whether under this Contract or otherwise) from the amount which would otherwise be payable to the Subcontractor by the Contractor will not prejudice the Contractor's right to subsequently exercise its right to retain, deduct, withhold or set-off under this Contract.
- (c) If the Subcontractor does not submit a payment claim in accordance with clause 5.3, the Contractor may nevertheless issue a payment schedule.
- (d) the Contractor may, in any payment schedule, correct any error or modify any previous payment schedule issued by the Contractor.

5.6 Tax Invoice

(a) The parties agree that (unless otherwise advised by the Contractor):

(i) the Contractor will issue Recipient Created Tax Invoices (RCTIs) in respect of taxable supplies made by the Subcontractor, by reference to or in connection with this Contract within 5 Business Days of the issuance of the relevant payment schedule; and

(ii) in accordance with the conditions set out by and under the GST Act:

(A) the Contractor can issue RCTIs in respect of the supplies provided by the Subcontractor in accordance with this Contract;

(B) the Subcontractor will not issue tax invoices in respect of its supplies to the Contractor in accordance with this Contract;

(C) each party acknowledges that it is registered for GST as at the date of this Contract and will notify the other party if it ceases to be registered;

(D) the Contractor must issue a copy of the RCTI to the Subcontractor and must retain the original;

(E) the Contractor will issue an adjustment note to the Subcontractor for any adjustment events that arise in relation to a supply for which a RCTI has been issued; and

(F) the agreement in this clause 5.6 will terminate immediately if either the Contractor or the Subcontractor cease to satisfy any of the requirements under the GST Act for issuing a RCTI.

5.7 Payment

(a) Subject to clause 5.2, and receipt of a tax invoice in accordance with clause 5.6, within the number of Business Days stated in Item 1 of Section 3, the Contractor will pay the Subcontractor the amount shown in the payment schedule.

(b) Where the payment schedule shows an amount due by the Subcontractor to the Contractor, the Subcontractor must pay the Contractor that amount within 10 Business Days of the issue of the payment schedule.

5.8 Effect of payment and certificates

Neither the issue of a payment claim, payment schedule, RCTI or a Completion Certificate (nor the payment of moneys) will:

(a) constitute approval of any work or other matter;

(b) be evidence that the relevant Subcontractor's Activities have been carried out satisfactorily or of the value of the Subcontractor's Activities; or

(c) be an admission of liability or prejudice any claim by either party, and payment will be on account only.

5.9 Not Used.

5.10 Release after Payment Claim

After submitting the payment claim, the Subcontractor releases the Contractor from any further Claim in respect of any fact, matter or thing arising out of, or in any way in connection with, the Subcontractor's Activities the subject of the relevant Work Package, except for any Claim included in that payment claim.

5.11 Interest

(a) If any sum due to either party remains unpaid after the last date upon which such sum should have been paid, interest will be payable on that sum at the rate specified in Item 2 of Section 3 from the day after the date on which payment was required until such date on which the sum is paid.

(b) This will be the Subcontractor's sole entitlement to interest including damages for loss of use of, or the cost of borrowing, money.

5.12 Right of set-off

(a) The Contractor may set-off or deduct from any amounts or debts due to the Subcontractor under or in relation to this Contract any:

(i) money or debt due and payable under this Contract; or

(ii) any bona fide claim for payment of an amount which the Contractor considers will become a debt due and payable under this Contract, from the Subcontractor to the Contractor in accordance with this Contract or otherwise at law or in equity.

(b) Nothing in clause 5.12(a) will affect the right of the Contractor to recover from the Subcontractor the whole of any such moneys or any balance that remains owing.

5.13 Performance of obligation on Subcontractor's behalf

If the Subcontractor fails to comply with this Contract, the Contractor may:

(a) perform, or have performed, the obligation on the Subcontractor's behalf; and

(b) recover as a debt due and immediately payable from the Subcontractor all costs, loss, damage or liability suffered or incurred by the Contractor, provided that the Contractor has given the Subcontractor 5 Business Days' notice of its intention to perform, or have performed, the

relevant obligation on the Subcontractor's behalf (other than in the case of clauses 18(c) and 19, in which case prior notice is not required).

5.14 Payment of workers and subcontractors

The Subcontractor shall each month, with its payment claim submit:

- (a) a statutory declaration (and other reasonable documentary evidence), executed by a representative of the Subcontractor who is in a position to know the facts declared, that all subcontractors have been paid all moneys due and payable to them in respect of the Subcontractor's Activities, in the form attached to the Work Package; and
- (b) in New South Wales only, a statutory declaration (regarding workers compensation, payroll tax and remuneration), in the form provided by the Contractor.

5.15 Security of Payment

- (a) A payment claim submitted to the Contractor's Representative under clause 5.3 which also purports to be (or is by law) a payment claim under the relevant Security of Payment Legislation is received by the Contractor's Representative as agent for the Contractor.
- (b) Unless otherwise notified to the Subcontractor by the Contractor, the Contractor's Representative will give payment schedules and carry out all other functions of the Contractor under the relevant Security of Payment Legislation as the agent of the Contractor.
- (c) To the extent permitted by and for the purposes of the relevant Security of Payment Legislation, the "reference dates" are the later of the dates prescribed in clause 5.3(a).
- (d) Failure by the Contractor to set out in a payment schedule issued under the relevant Security of Payment Legislation or otherwise an amount which the Contractor is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to the Subcontractor by the Contractor will not prejudice:
 - (i) the Contractor's ability or power to set out in a subsequent payment schedule an amount which the Contractor is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to the Subcontractor by the Contractor; or
 - (ii) the Contractor's right to subsequently exercise its right to retain, deduct, withhold or set-off any amount under this Contract.
- (e) The Subcontractor agrees that the amount set out in the payment schedule in accordance with clause 5.5, is, to the extent permitted by and for the purposes of the relevant Security of Payment Legislation, the amount of the "progress payment" calculated in accordance with

the terms of this Contract, which the Subcontractor is entitled to in respect of this Contract.

- (f) The Subcontractor irrevocably chooses the person set out in Item 13 of Section 3 as the authorised nominating authority to the extent permitted by and for the purposes of the relevant Security of Payment Legislation.

5.16 Annual Schedule of Rates Review

Commencing in 2017, by 1 March of each year (and each anniversary of that date), the Subcontractor may provide to the Contractor any proposed adjustments to the Schedule of Rates, including any proposed new rates, to apply from 1 July of that year. The Contractor will use reasonable endeavours to reach agreement with NBN under the Head Contract to ensure that the rates applicable under the Head Contract are adjusted accordingly. The Subcontractor acknowledges that the Contractor's ability to change rates will be dependent upon the outcome of negotiations under the Head Contract between the Contractor and NBN, and the Contractor is under no obligation to accept or approve the new rates proposed by the Subcontractor. The Contractor will notify the Subcontractor of any changes to the Schedule of Rates to apply from 1 July of each year as soon as practicable.

6. Change Directions

6.1 Change Requests

The Contractor may issue a "Change Request" to the Subcontractor (which sets out the details of a proposed Change Direction which the Contractor is considering), and within 5 Business Days of receipt of a "Change Request", the Subcontractor must provide the Contractor with a notice which sets out (to the extent applicable):

- (a) whether it considers that a Schedule of Rates Change is required in respect of the proposed Change Direction, and, if so, the rates or prices that the Subcontractor considers needs to be adjusted, added or removed from the Schedule of Rates;
- (b) the effect (if any) which the proposed Change Direction will have on the timing of performance of the relevant Contractor's Activities (including the Time for Completion).

6.2 Change Directions

Whether or not the Contractor has issued a Change Request, the Contractor may direct the Contractor to do any of the following:

- (a) proceed with a Notifiable Change or direction the subject of a Putative Change Direction in accordance with clause 6.3(b)(v);
- (b) carry out a Scope Change;

- (c) suspend and, after a suspension has been instructed, recommence the carrying out of all or a part of the Contractor's Activities;
- (d) accelerate the performance of the Contractor's Activities (regardless of whether or not a delay has occurred); or
- (e) carry out the Contractor's Activities in accordance with new or updated Reference Documents.

6.3 Notifiable Change or Putative Change Direction

- (a) The Subcontractor must notify the Contractor of:
 - (i) a Notifiable Change immediately, with written notice provided within 1 Business Day of the Subcontractor encountering that Notifiable Change; and
 - (ii) a Putative Change Direction within 5 Business Days of receiving that Putative Change Direction; and subject to clauses 6.3(b) and 6.3(c), not proceed with the Subcontractor's Activities arising out of or in connection with or affected by that Notifiable Change or Putative Change Direction.
- (b) Within 10 Business Days of receiving a notice under clause 6.3(a)(i)(A) in respect of a Notifiable Change, or a notice under clause 6.3(a)(i)(B) in respect of a Putative Change Direction; the Contractor may:
 - (i) issue a direction to the Subcontractor:
 - (A) stating that it does not agree that a Notifiable Change has occurred or the direction the subject of a Putative Change Direction is a Scope Change; and
 - (B) requiring the Subcontractor to proceed with the relevant Subcontractor's Activities;
 - (ii) in the case of a Putative Change Direction - issue a direction to the Subcontractor withdrawing the direction the subject of a Putative Change Direction; or
 - (iii) issue a:
 - (A) Change Request; or
 - (B) Change Direction, in respect of a Notifiable Change or the direction the subject of a Putative Change Direction.
- (c) If the Contractor does not issue a direction to the Subcontractor under clause 6.3(b) within the required time, then:
 - (i) the Subcontractor must proceed with the relevant Subcontractor's Activities; and
 - (ii) the Subcontractor's entitlement (if any) in respect of those Subcontractor's Activities will be determined as if the Notifiable Change or direction the subject of the Putative Change Direction were a Change Direction.

6.4 Pricing of Schedule of Rates Change

Subject to clause 6.6, if a Schedule of Rates Change is necessary as a result of a Change Direction, then any adjustment, addition or removal of a rate or price from the Schedule of Rates will be determined as follows:

- (a) to the extent that the Contractor agrees with the Subcontractor's proposal under clause 10.3 - as agreed;
- (b) to the extent that clause 6.4(a) does not apply, by using the rates or prices in the Schedule of Rates to the extent applicable;
- (c) to the extent that clauses 6.4(a) and 6.4(b) do not apply and this Contract otherwise contains rates or prices, by using those rates and prices to the extent applicable; and
- (d) to the extent that clauses 6.4(a), 6.4(b) and 6.4(c) do not apply, by using the reasonable rates or prices determined by the Contractor.

6.5 Adjustment to Time for Completion

Subject to clause 6.6, where the Contractor issues a Change Direction, the Time for Completion will be adjusted (if at all), at the Contractor's discretion, by either:

- (a) the period proposed by the Subcontractor in accordance with clause 6.1; or
- (b) by the reasonable period determined by the Contractor having regard to the effect (if any) which the Change Direction will have on the timing of performance of the relevant Subcontractor's Activities (including the Time for Completion).

6.6 No Claim

The Subcontractor will have no Claim in respect of any Schedule of Rates Change or adjustment to the Time for Completion arising out of or in connection with:

- (a) a suspension directed by the Contractor (through a Change Direction) as a result of the Subcontractor's breach of contract, negligence or other act or omission;
- (b) a Change Direction in respect of new or updated Reference Documents issued under clause 35.3(b) unless the Subcontractor's Activities required to be performed in accordance with those new or updated Reference Documents constitutes a Scope Change (in the Contractor's reasonable discretion);
- (c) a Notifiable Change or a direction the subject of a Putative Change Direction unless:
 - (i) it has been notified to the Contractor in accordance with clause 6.3(a); and
 - (ii) either the Contractor issues a Change Direction under clause 6.2(a), or clause 6.3(c) applies; or
 - (d) any Change Direction which reduces or omits the scope of work (in part or whole) to be performed by the Subcontractor, and the Subcontractor expressly acknowledges that any such reduced or omitted scope may be performed by the Contractor or another subcontractor.

7. Legislative Requirements and Approvals

7.1 Compliance with Legislative Requirements

The Subcontractor must comply with all Legislative Requirements in performing the Subcontractor's Activities (unless otherwise notified by the Contractor).

7.2 Approvals

(a) The Contractor will ensure the Approvals specified in Item 4 of Section 3 have been obtained, and except to the extent expressly stated otherwise in the relevant Work Package, shall obtain all other Approvals required for the performance of the Subcontractor's Activities.

(b) Where the Subcontractor is responsible for obtaining any Approvals in accordance with clause 7.2(a), the Subcontractor shall, apply for and obtain:

(i) the Approvals necessary for carrying out the Subcontractor's Activities; and

(ii) any secondary consent, verification or other supplementary action required to be completed before any Approval obtained by the Contractor under clause 7.2(a) takes effect.

(c) The Subcontractor must promptly provide to the Contractor:

(i) copies of all Approvals when they are obtained, amended or renewed; and

(ii) once fulfilled, evidence that any conditions or requirements of Approvals have been fulfilled.

(d) The Subcontractor must:

(i) comply with the Approvals obtained (and any conditions or requirements imposed by those Approvals); and

(ii) without limiting clause 7.2(d)(i), ensure that:

(A) to the extent that any changes are required to the Design Documents during the course of the Subcontractor's Activities, those changes; and

(B) the Works, upon Completion, comply with all Approvals obtained under clause 7.2(a) or 7.2(b) (and any conditions or requirements imposed by those Approvals).

7.3 Notification of Approvals issues

Where, despite using all best endeavours:

(a) the Subcontractor has difficulty obtaining or is unable to obtain; or

(b) any unusual or onerous condition will or is likely to be included in, an Approval required in accordance with clause 7.2 then, the Subcontractor must:

(c) promptly notify the Contractor in writing of, and consult with the Contractor in relation to, such difficulty or such unusual or onerous condition; and

(d) provide the Contractor with:

(i) all application documentation,

(ii) correspondence with relevant Authorities;

(iii) other material and supporting documentation relevant to the Approval and the application for the Approval;

(iv) any relevant Design Documents;

(v) information in relation to alternative options considered in finalising the Design Documents and seeking the relevant Approval; and

(vi) details of the Subcontractor's proposed action in respect of the relevant Approval, and, subject to the Subcontractor having complied with the requirements in clauses 7.3(c) and 7.3(d), the Contractor will use its best endeavours to obtain the relevant Approval.

7.4 Carrier Powers

(a) NBN Co:

(i) is a "carrier" under the Telecommunications Act and therefore has certain powers and immunities under Schedule 3 of the Telecommunications Act (**Carrier Powers**); and

(ii) has authorised the Contractor to use its Carrier Powers for the purposes of carrying out the work under the Head Contract.

(b) The Subcontractor must:

(i) without limiting clause 7, comply with any directions given by NBN Co or the Contractor relevant to the Carrier Powers, or the performance of the Subcontractor's Activities in compliance with the Carrier Powers.

7.5 Energy Data

(a) The Subcontractor must:

(i) keep accurate and complete records of all Energy Data associated with the performance of the Subcontractor's Activities in accordance with the applicable requirements of the NGER Act; and

(ii) provide the Contractor with all Energy Data associated with the performance of the Subcontractor's Activities (including from any subcontractors) within 5 Business Days of request from the Contractor.

(b) For the purposes of this clause 7.5:

(i) **NGER Act** means the *National Greenhouse and Energy Reporting Act 2007* (Cth) and all associated regulations, policies and guidelines as amended from time to time; and

(ii) **Energy Data** means records of the total amount of greenhouse gases emitted, the total amount of energy consumed and the total amount of energy produced, as defined in the NGER Act.

8. Site

8.1 Access

- (a) Subject to clause 7.4, the Subcontractor is responsible for and bears all risk in relation to:
 - (i) obtaining all rights of access to and from the Site (and the exercise of those rights); and
 - (ii) complying with any conditions and requirements imposed on any rights relating to access to the Site.
- (b) The Subcontractor will not have exclusive access to, or occupation or possession of, any part of the Site, and must access the Site only in accordance with this Contract (and the requirements of any conditions imposed under an Approval).
- (c) The Subcontractor must:
 - (i) consult with, and perform the Subcontractor's Activities so as to:
 - (A) minimise disruption and inconvenience to, costs incurred by, and revenue forgone by; and
 - (B) preserve and maintain NBN Co's relationship with, any owner or occupier of any part of the Site, an adjoining property, the owner or operator of any Utility Service, any Authority having jurisdiction over the Site or the Subcontractor's Activities and any third party which may be adversely affected by the performance of the Subcontractor's Activities (**Affected Party**);
 - (ii) comply with any rules adopted from time to time by the Contractor and notified to the Subcontractor in connection with access to the Site;
 - (iii) prevent unauthorised entry by any person to the Site during the performance of the Subcontractor's Activities at that Site;
 - (iv) keep the Contractor informed of any Subcontractor's Activities which may affect the use or occupation of the Site or any other land, building or infrastructure by any person; and
 - (v) consult and co-operate with the Contractor and any Affected Party and attend meetings as required by the Contractor in relation to the interface between the use and occupation of any part of the Site by any person and the performance of the Subcontractor's Activities.
- (d) If required by the Contractor, the Subcontractor must:
 - (i) continue to liaise with the Contractor in relation to any rights the Contractor may require in relation to access to or use of the Site for the purposes of the maintenance and operation of the Works or otherwise; and
 - (ii) not enter into any arrangements in relation to such rights on behalf of the Contractor unless the Contractor has approved the terms and conditions of such arrangements.

8.2 Native Title

- (a) As between the Contractor and the Subcontractor, the Contractor will be responsible for:
 - (i) dealing with Native Title and any Native Title Application; and

- (ii) the payments required to be made to relevant Native Title holders or claimants to the extent that Native Title exists.
- (b) If there is a Native Title Application or Native Title is found to exist, the Subcontractor must:
 - (i) continue to perform the Subcontractor's Activities, except to the extent the Subcontractor is otherwise prevented from doing so as a result of the Native Title Application or existence of Native Title; and
 - (ii) provide all reasonable assistance to the Contractor in dealing with such Native Title Application or Native Title.

8.3 Artefacts

- (a) Any Artefact discovered on or in the Site will, as between the Contractor and the Subcontractor, be the property of the Contractor.
- (b) If an Artefact is discovered, the Subcontractor must:
 - (i) comply with the Cultural Heritage Management Plan prepared by the Subcontractor for the Subcontractor's Activities;
 - (ii) immediately notify the Contractor;
 - (iii) take every reasonable precaution to prevent the Artefact from being damaged or removed until appropriate arrangements for dealing with the Artefact have been made;
 - (iv) permit the Contractor and/or NBN Co to watch or examine any excavations; and
 - (v) comply with any direction by the Contractor, NBN Co or an Authority in respect of the Artefact.

8.4 Utilities

- (a) Unless otherwise agreed in writing with the Contractor, the Subcontractor must procure all electricity, gas, water and other services and utilities required for the Subcontractor's Activities.
- (b) The Subcontractor must:
 - (i) make necessary enquiries as to the location of the infrastructure of any Utility Service on or in the Site;
 - (ii) liaise with the provider of the Utility Service regarding protection of any existing infrastructure of any Utility Service; and
 - (iii) comply with all agreements reached between the Subcontractor and the provider of any Utility Service regarding the protection of infrastructure under clause 8.4(b)(ii).

8.5 Facilities Access Requirements

- (a) The Subcontractor must, at all times, comply with the Facilities Access Requirements.
- (b) Without limiting clause 8.5(a), the Subcontractor must:
 - (i) when carrying out aerial Subcontractor's Activities:
 - (A) only use licensed poles; and

(B) conduct make ready works as described in the Work Package (or as otherwise directed by the Contractor);
(ii) comply with any accreditation or authorisation requirements in the Facilities Access Requirements; and
(iii) comply with any safety requirements prescribed by the relevant Utility Service provider (whether stated in the Facilities Access Requirements or otherwise directed by that Utility Service provider).

(c) the Contractor may:

(i) replace or amend any of the Facilities Access Requirements; or
(ii) introduce additional Facilities Access Requirements, in which case, the Contractor will issue a Change Direction.

(d) Unless expressly stated in the Facilities Access Requirements, the Subcontractor will have no Claim arising out of or in connection with its compliance with the Facilities Access Requirements.

(e) The Subcontractor acknowledges that:

(i) as at the Award Date, the Telstra Requirements are subject to regulatory approval; and
(ii) after the Award Date, the Contractor will notify the Subcontractor when the Telstra Requirements are no longer subject to regulatory approval.

8.6 Rehabilitation of Site

As soon as practicable after the completion of the Subcontractor's Activities on any land, the Subcontractor must ensure that:

(a) all Construction Plant is removed from that land;
(b) the land is restored to a condition similar to its condition before the Subcontractor's Activities began, by making good any damage caused or contributed to by the Subcontractor's use and occupation of the land, including:

(i) if required by the relevant Authority, investigating, managing and remediating any contamination disturbed, caused, or to the extent contributed to, by the Subcontractor; and
(ii) reinstating any pre-existing infrastructure; and
(c) restoration starts within 10 Business Days after the completion of the Subcontractor's Activities on that land.

8.7 Complaints handling

The Subcontractor must address expeditiously and seek the early resolution of all complaints in respect of the Subcontractor's Activities and must as a minimum:

(a) respond to and use its best endeavours to resolve complaints within 24 hours (of receiving notice of that complaint) by follow up verbal response; or
(b) failing satisfactory resolution under clause 8.7(a), respond to the complainant and use its best endeavours

to seek resolution in writing within 5 Business Days of receipt of the complaint.

9. Performance

9.1 Performance Incentives

Without limiting clause 3.1, the Contractor expressly reserves its rights to award Work Packages to a subcontractor/s on the Panel on the basis of their performance of any previous work packages; with the objective of rewarding subcontractors for performance on time and/or on budget, and assisting the Contractor in meeting its performance requirements under the Head Contract.

9.2 Head Contract Performance Incentives

The Subcontractor acknowledges that the Contractor is subject to a stringent performance management regime under the Head Contract, which includes the right to take work out of the Contractor's hands in the event that work is delivered over budget, or later than the applicable Time for Completion. The Subcontractor agrees to use its best endeavours, including the expenditure of reasonable amounts, to perform the Works on time and on budget, and expressly waives any claims against the Contractor arising out of or in connection with work being taken out of the hands of the Contractor by NBN Co under the Head Contract, including by a Change Direction under clause 6.

10. Security

10.1 Provision of Security

The Contractor shall hold Security with respect to the Subcontractor's performance of the Subcontractor's Activities of a Work Package in the form of retention monies or unconditional undertakings, as set out in Item 5 of Section 3. The Contractor shall hold the Security in accordance with this clause 10.

10.2 Security in the form of Retention Money

Where Item 5 of Section 3 provides for Security to be held in the form of retention monies, the Contractor shall retain 5% of each amount payable to the Subcontractor under clause 5.

10.3 Security in the form of a Bank Guarantee

Where Item 5 in Section 3 provides for Security to be held in the form of unconditional undertakings, the Subcontractor must provide security:

(i) in the form and for the amount specified in Item 5 of Section 3; and

(ii) on terms approved by the Contractor, and given by a financial institution with the Required Rating.

- (b) The Subcontractor must:
- (i) deliver the Security to the Contractor within 10 Business Days of the Commencement Date of the applicable Work Package; and
 - (ii) if any Security has an expiry date, deliver replacement Security to the Contractor for the same value at least 30 Business Days prior to the relevant expiry date.

10.4 Review and adjustment of Security

- (a) The amount of Security provided in accordance with this clause 10 may be reviewed by the Contractor on a periodic basis to ensure that the Security held by the Contractor is equal to the percentage set out in Item 5 of Section 3.
- (b) Following a review under clause 10.4(a), the Contractor may:
- (i) direct the Subcontractor to provide additional Security within 10 Business Days of such direction; or
 - (ii) release a portion of the Security then held by it, so as to ensure that the amount of the Security then held by it equals the amount determined under clause 10.4(a) (in which case clause 10.5 will continue to apply to the remaining Security).
- (c) For the purposes of clause 10.4(b), the Contractor may direct the Subcontractor to provide a replacement Security for the purposes of substituting it with the Security then held by the Contractor.

10.5 Reduction and release of Security

Within 10 Business Days of a request by the Subcontractor after:

- (a) the Contractor issues the last Completion Certificate for a Work Package under this Contract, the Contractor must release 50% of the Security then held by it; and
 - (b) the later of either:
 - (i) the expiry of the last Defects Liability Period for a Work Package under this Contract; and
 - (ii) the Subcontractor having rectified all Defects notified to it in accordance with clause 13.2(b),
- the Contractor must release the balance of the Security then held by it.

10.6 Interest

- (a) the Contractor:
- (i) is entitled to retain any interest earned on:
 - (A) the Security; or
 - (B) the proceeds of a Security held under clause 10.3 if it is converted into cash; and
 - (ii) does not hold the proceeds or money referred to in clause 10.6(a)(i) on trust for the Subcontractor.

10.7 Recourse to Security

- (a) The Subcontractor acknowledges and agrees that:
- (i) the Contractor's entitlement to have recourse to any Security held under this clause 10 will be determined solely in accordance with this Agreement, and where applicable, the terms of the Security;
 - (ii) without limiting (i) the Contractor shall be entitled to have recourse to any Security held under this clause 10 where:

- (A) The Subcontractor repudiates the Subcontract or the Subcontract is terminated by the Contractor for cause;
- (B) Where the Contractor has a bona fide claim against the Subcontractor arising out of or in connection with the Subcontract or the performance the Subcontractor; and/or
- (C) To cover costs of rectifying any defect, or the non-rectification of any defect by the Subcontractor.

(iii) the Subcontractor must not take any steps whatsoever to restrain:

- (A) the Contractor from having recourse to the Security;
 - (B) where applicable, the issuer of the Security from complying with such call; or
 - (C) the Contractor using the cash obtained as a consequence of making any such call.
- (b) If the Contractor makes a call upon any Security held under clause 10.3 and obtains cash as a consequence:
- (i) the Contractor will repay the Subcontractor the amount of any cash obtained in excess of the sum to which it is ultimately determined under clause 31 that the Contractor was entitled at the time of such call;
 - (ii) the Contractor will pay simple interest, at the rate referred to in clause 5.11, on the amount referred to in clause 10.6(c)(i); and
 - (iii) the sum attracting interest pursuant to clause 10.6(c)(ii) will be further reduced by any unsatisfied amounts which subsequently become payable (whether as a debt, by way of damages or otherwise) by the Subcontractor to the Contractor at the time such amounts become payable.

11. Risks & Liability

11.1 Care of the Works

The Subcontractor is solely responsible for the care of the Works under a Work Package or a Drop Notice from:

- (a) the date on which the Contractor makes a Work Package available to the Subcontractor or issues a Drop Notice in accordance with clause 3.5, until:
- (b) 4:00 pm on the Date of Completion of the Work Package or Drop Notice (as the case may be).

11.2 Reinstatement

- (a) If loss or damage, other than that caused by a Contractor Risk, occurs to the Works during the period of the Subcontractor's care under clause 11.1, the Subcontractor must rectify such loss or damage.
- (b) If loss or damage is caused by any Contractor Risk (whether or not in combination with other risks), the Subcontractor must rectify such loss or damage, to the extent required by a Change Direction issued under clause 6.2.

11.3 Indemnity

- (a) To the maximum extent permitted by law, the Subcontractor indemnifies the Contractor and its Related Bodies Corporate (each an **Indemnified Person**) from and against any Claim or Loss (including any claim by, or loss to, a third party) which an Indemnified Person suffers, incurs or for which it becomes liable arising out of or in connection with:
 - (i) any breach by the Subcontractor of its obligations under this Contract;
 - (ii) any wilful or reckless default by the Subcontractor or any of the Subcontractor Associates;
 - (iii) any representation or warranty made or given by, or on behalf of, the Subcontractor being proven to have been false, misleading, deceptive, incomplete or inaccurate in any material respect when made or deemed to have been made;
 - (iv) any:
 - (A) loss or damage to any real or personal property, including property of an Indemnified Person;
 - (B) personal injury, disease, illness or death of any person;
 - (C) network disruption or network performance; or
 - (D) loss of data or use of data, arising out of or in connection with any act or omission (including negligence) of the Subcontractor in connection with the Subcontractor's Activities or any breach by the Subcontractor of its obligations under this Contract; or
 - (v) any infringement or alleged infringement of a person's rights (including contractual rights, Intellectual Property Rights, and Moral Rights):
 - (A) by any Contract Material (including Pre-Existing Material);
 - (B) arising from any act of the Subcontractor or any of the Subcontractor Associates in relation to any Contract Material (including Pre- Existing Material);
 - (C) arising from an act of the Contractor, or a person authorised by the Contractor, in relation to the Contract Material (including Pre-Existing Material); or
 - (D) arising from any machine, equipment, work, material or thing, system or method of using, fixing or working, or any arrangement used or fixed or supplied by the

Subcontractor for the purposes of the Subcontractor's Activities.

- (b) the Contractor may demand as a debt due and immediately payable under this Contract any amount in respect of which the Subcontractor has indemnified the Contractor under this Contract.
- (c) the Contractor holds the Subcontractor's indemnity given under clause 11.3 on trust for each Contractor Related Body Corporate, and may enforce such indemnity against the Subcontractor and demand as a debt due and immediately payable under this Contract any amount in respect of which the Subcontractor has indemnified the Contractor's Related Bodies Corporate under this Contract.
- (d) The liability of the Subcontractor under clause 11.3(a) will be reduced to the extent that any such Claim or Loss is a consequence of:
 - (i) negligent acts or omissions of the Contractor or a Contractor Associate;
 - (ii) misconduct, fraudulent or criminal actions of the Contractor or a Contractor Associate; or
 - (iii) any breach by the Contractor of this Contract.

11.4 Liability cap

Subject to clause 11.6, each party's liability to the other:

- (a) under this Contract;
- (b) in tort;
- (c) under any statute (to the extent that it is possible to exclude such liability); and
- (d) otherwise at law or in equity, arising out of or in connection with this Contract or the Subcontractor's Activities is limited to the liability cap specified in Item 6 of Section 3.

11.5 Exclusion of Consequential Loss

- (a) Subject to clause 11.5(b), a party will not be liable to the other in respect of any Consequential Loss which may be suffered or incurred by the other party in connection with the Subcontractor's Activities, the Works or this Contract, and this exclusion of liability shall apply whether the liability or claim is based on breach of contract, repudiation, tort (including negligence), under an indemnity, under statute, in equity or otherwise.
- (b) Clause 11.5(a) does not apply to liability incurred by the Contractor which arises out of or connection with any:
 - (i) network disruption or network performance; or
 - (ii) loss of data or use of data, which is caused by or arises out of or in connection with this Contract or the Subcontractor's Activities.

11.6 Carve outs

Clauses 11.4 and 11.5(a) do not apply to:

- (a) the Contractor's obligation to pay the Subcontractor the Work Package Price;
- (b) liability that is offset by insurance proceeds payable to a party under an insurance policy required to be taken out and maintained under this Contract, including any proceeds that should have been payable but for:
 - (i) any act or omission of the party whose liability would otherwise be limited under clause 11.4 or 11.5, including a failure to maintain the required insurance policies; or
 - (ii) the inclusion of clauses 11.4 and 11.5;
- (c) liability of a party for:
 - (i) deliberate acts or omissions with the knowledge that the act or omission was likely to have harmful consequences; or
 - (ii) fraudulent or criminal actions, of that party (or the Contractor Associates or Subcontractor Associates, as applicable);
- (d) liability as a result of damage to, or loss or destruction of, any real or personal property (excluding property of an Indemnified Person) caused by, arising out of, or in connection with this Contract or the Subcontractor's Activities;
- (e) liability as a result of the death of, or injury to, any person caused by, arising out of, or in connection with this Contract or the Subcontractor's Activities;
- (f) liability that cannot be limited at law;
- (g) liability for insurance deductibles borne by the Subcontractor;
- (h) liability arising out of the abandonment of the Subcontractor's Activities by the Subcontractor; and
- (i) liability for any fine, penalty or sanction imposed by any Legislative Requirement or Authority.

12. Insurance

12.1 Subcontractor Insurances

- (a) The Subcontractor must procure each of the Subcontractor Insurances within 10 Business Days of the Commencement Date:
 - (i) upon the minimum terms specified in this clause 12 and Item 7 of Section 3; and
 - (ii) to the extent not so specified, upon terms no less favourable than a reasonable and commercially prudent contractor would procure and maintain in respect of the relevant Subcontractor's Activities, in light of all relevant circumstances.
- (b) The Subcontractor Insurances must be maintained by the Subcontractor for the prescribed period specified in Item 7 of Section 3.

12.2 General insurance requirements

All Subcontractor Insurances:

- (a) must be effected and maintained with a Reputable Insurer (except for workers compensation insurance, where a licence compliant with applicable law may apply);
- (b) must not contain any unusual condition, exclusion, endorsement or alteration not usually included in policies of the relevant class provided by Reputable Insurers to a reasonable and commercially prudent contractor in respect of activities similar to the Subcontractor's Activities, in light of all relevant circumstances, unless it is first approved by the Contractor; and
- (c) which refer to more than one insured must include a waiver and cross liability clause in which the insurer agrees:
 - (i) to waive all rights of subrogation or action that it may have or acquire against any person to whom the benefit of cover extends;
 - (ii) that the term "insured" applies to each person to whom cover extends as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result); and
 - (iii) that any non-disclosure, breach of any duty or act or omission by one insured or policy beneficiary does not prejudice the right of any other such person to claim under any insurance.

12.3 Premiums and deductibles

- (a) The Subcontractor must punctually pay all premiums and other amounts payable in respect of the Subcontractor Insurances.
- (b) Where any Subcontractor Insurances require the payment of a deductible, the Subcontractor must pay the deductible except to the extent that the loss or damage to which the policy responds was directly caused by the Contractor or a Contractor Associate.

12.4 Evidence of insurance

The Subcontractor must give to the Contractor (for the Subcontractor Insurances):

- (a) certified copies of all renewal certificates or certificates of currency, within 5 Business Days of receiving a request from the Contractor to provide those copies; and
- (b) evidence satisfactory to the Contractor that the Subcontractor Insurances have been effected and maintained in accordance with this clause 12, whenever reasonably requested by the Contractor.

12.5 Failure to insure

If the Subcontractor fails to procure any of the Subcontractor Insurances, the Contractor may:

- (a) effect and maintain the relevant insurance; and

(b) recover from the Subcontractor all costs associated with doing so as a debt due and immediately payable.

12.6 NBN Co Insurance Program

(a) NBN Co will effect each of the insurances in Item 8 of Section 3 to cover NBN Co, the Contractor and the Subcontractor, in respect of the risks associated with this Contract for a specified period (**NBN Co Insurance Program**).

(b) The Subcontractor and its subcontractors will be included as persons to whom cover extends for its respective rights, interests and liabilities under the NBN Co Insurance Program as additional insureds against whom the insurer waives any right of subrogation.

(c) Where any insurance policy in the NBN Co Insurance Program provides for a deductible, the Subcontractor must bear the deductible if the loss or damage to which the policy responds occurs:

(i) during the period that the Subcontractor is responsible for the care of the Works under clause 11.1; or
(ii) was caused by an act or omission of the Subcontractor during the Defects Liability Period.

(d) The Subcontractor must take any steps and execute any document reasonably required by the Contractor to give effect to the implementation of the NBN Co Insurance Program.

(e) the Contractor may, at any time, require the Subcontractor to effect any of the insurances the subject of the NBN Co Insurance Program by giving 40 Business Days' prior notice, in which case the Subcontractor may submit a payment claim on account of the additional premium cost and charges which the Subcontractor can demonstrate to the Contractor, by written evidence, it has reasonably and necessarily incurred as a consequence of that requirement will be valued, and may be claimed by the Subcontractor in the following payment claim.

(f) The Subcontractor may request that the Contractor provide it with evidence of the NBN Co Insurance Program.

12.7 General insurance obligations

The Subcontractor must:

(a) not do or permit, or omit to do, anything which prejudices any insurance policy or recovery;
(b) rectify anything which might, if not rectified, prejudice any insurance policy or recovery;
(c) reinstate any Subcontractor Insurance policy if it lapses;
(d) not cancel, materially vary or allow any Subcontractor Insurance to lapse;
(e) ensure that the insurance policy wordings are governed by and construed in accordance with the law of

the Commonwealth, wherever this is possible, on commercially reasonable terms;

(f) immediately notify the Contractor of any fact or circumstance or change in circumstances which may prejudice an insurance policy or recovery;

(g) fully and promptly disclose every matter known to it, being a matter that:

(i) it knows to be a matter relevant to the decision of the insurer whether to accept the risk and, if so, on what terms; or

(ii) a reasonable person in the circumstances could be expected to know to be a matter so relevant, to all relevant insurers (and any persons acting on their behalf) relating to the insurance policies and any claim thereunder in all respects, not limited to circumstances in which failure to do so would violate or invalidate the relevant policy;

(h) diligently pursue recovery of claims made under the Subcontractor Insurance policies; and

(i) comply at all times with the terms of each insurance policy.

12.8 Subcontractor's liability

The Subcontractor's obligations under this clause 12 do not limit or derogate from the other obligations of the Subcontractor, or its liabilities, under this Contract.

12.9 Subcontractors to effect and maintain insurance

The Subcontractor must ensure that all subcontractors engaged in connection with the performance of the Subcontractor's Activities (and before commencing the work or services under their respective subcontracts):

(a) are covered by the Subcontractor Insurances or other cover that the Subcontractor is required to maintain in accordance with this Contract; or

(b) effect and maintain policies of insurance or other cover of the same types, for the amounts and periods set out in this Contract or such other amounts and periods as the Contractor (acting reasonably) may determine.

12.10 Application of insurance proceeds

All insurance proceeds received by the Subcontractor or a Subcontractor Associate in respect of loss or damage to any part of the Works or Temporary Works must first be applied by the Subcontractor to repair, reinstate, and replace each part of the Works or Temporary Works or the Site (as applicable) in respect of which the amounts were received.

12.11 Insurances primary

The insurances are intended by the parties to be the primary insurance contracts covering the Subcontractor's Activities. The liabilities of the insurers are not intended to contribute proportionately with the liabilities of insurers under other contracts of insurance which the parties, or either of them, may be entitled to benefit. It will not, however, be a requirement upon any party claiming under an indemnity to which it is entitled under this Contract, that it first exhaust any claim, right or other entitlement which it may have under any contract of insurance.

13. Quality

13.1 Quality of material and work

Unless otherwise provided under this Contract, the Subcontractor must, in carrying out the Subcontractor's Activities, use:

- (a) suitable new materials, which are:
 - (i) of the best merchantable quality available;
 - (ii) free of Defects;
 - (iii) consistent with Best Industry Practice; and
 - (iv) fit for purpose, provided that this paragraph (a) does not apply to NBN Co Supplied Equipment; and
- (b) proper and tradesman-like workmanship to a standard which is:
 - (i) consistent with Best Industry Practice; and
 - (ii) fit for purpose.

13.2 Defects and rectification

- (a) The Subcontractor must rectify all Defects in accordance with the Defect Rectification Timeframes set out in Section 9.
- (b) If, at any time before the expiry of the Defects Liability Period for a Work Package, the Contractor provides the Subcontractor with a direction requiring the Subcontractor to rectify a Defect, the Subcontractor must expeditiously and diligently rectify that Defect within the time stated in the direction.
- (c) The Subcontractor must take all reasonable steps to minimise any interruption or interference which could be caused by the Subcontractor when undertaking such rectification work.
- (d) If the Subcontractor fails to comply with a direction given under clause 13.2(b), the Contractor may:
 - (i) have that Defect rectified (in which case clause 5.13 will apply); or
 - (ii) at any time before the expiry of the Defects Liability Period, direct the Subcontractor that the Contractor elects to accept that Defect.
- (e) Where a direction is given under clause 13.2(d)(ii), the greater of:

- (i) the cost of remedying the Defect valued by the Contractor; or
 - (ii) the resulting decrease in the value to the Contractor of the Works if it accepts the Defect, will be a debt due and immediately payable from the Subcontractor to the Contractor.
- (f) If the Contractor gives the Subcontractor a direction under clause 13.2(b), the Defects Liability Period in respect of that Defect will be extended by the period in Item 9 of Section 3.
- (g) Notwithstanding the remainder of this clause, the Subcontractor shall also be obliged to rectify any provisional Defects it observes during live construction.

14. Time and progress

14.1 Rate of progress

The Subcontractor must:

- (a) proceed with the Subcontractor's Activities with due expedition and without delay; and
- (b) at all times commit sufficient resources to the performance of the Subcontractor's Activities to ensure the timely progress of the Subcontractor's Activities.

14.2 Program

If required by the Contractor, the Subcontractor must provide (and update) a detailed program for each Work Package in accordance with the Contractor's requirements.

14.3 Mitigation of delay or disruption

The Subcontractor:

- (a) assumes the risk of all delay or disruption to the performance of the Subcontractor's Activities;
- (b) must take all necessary and reasonable steps (including complying with any directions by the Contractor) to prevent or mitigate the occurrence, or consequences, of any delay or disruption to the Subcontractor's Activities; and
- (c) will not be entitled to make any Claim against the Contractor arising out of or in connection with any delay or disruption to the Subcontractor's Activities, except to the extent expressly provided for in this Contract or a Change Direction.

15. Industrial Relations

15.1 Subcontractor responsible for Industrial Relations

- (a) The Subcontractor must assume sole responsibility for, and manage, all Industrial Action and industrial relations issues, including:

- (i) all risks arising out of or connected with industrial or workplace relations at or affecting or relating to the Site or the Subcontractor's Activities including demarcation disputes;
 - (ii) increases in labour costs, awards, site allowances and any increases in payments under industry or site agreements;
 - (iii) any reduction in construction industry ordinary working hours per week;
 - (iv) demonstrations or labour disputation, special allowances or compensation or any reduction in labour or hours worked on the Subcontractor's Activities; and
 - (v) complying with and ensuring that its employees, subcontractors, agents and any other person for whom the Subcontractor is responsible on Site (including contractors which it is required to manage and co-ordinate as part of the Subcontractor's Activities) are aware of and (subject to clause 16) comply with the terms and conditions of all awards, enterprise agreements, building industry agreements and site agreements that relate directly or indirectly to the Subcontractor's Activities.
- (b) The obligation in clause 15.1(a) includes an obligation to prevent, overcome or minimise any adverse effect, on the Subcontractor's Activities or the Project, of Industrial Action or industrial relations issues.

15.2 Industrial Relations requirements

Without limiting clause 7, the Subcontractor must comply with all Legislative Requirements relating to employees, workers or independent contractors and all industrial relations management requirements in this Contract.

15.3 Notification

The Subcontractor must:

- (a) keep the Contractor regularly informed of any industrial relations issues or Industrial Action which could affect the performance of the Subcontractor's Activities; and
- (b) immediately notify the Contractor of:
 - (i) any industrial relations issues or Industrial Action which could cause the Subcontractor to suspend carrying out any part of the Subcontractor's Activities; and
 - (ii) what action or measures (including settlement) the Subcontractor has taken or proposes to take to overcome or minimise the adverse effects on the Subcontractor's Activities or the Project of such industrial relations issues or Industrial Action.

16. Building Code

- (a) The Subcontractor must comply with the *Building Code 2013 (Building Code)*. Copies of the Building

Code are available at

www.employment.gov.au/BuildingCode.

- (b) Compliance with the Building Code will not relieve the Subcontractor from responsibility to perform this Contract, or for Loss from any Defect arising from compliance with the Building Code.

- (c) Where a change in this Contract is proposed and that change would affect compliance with the Building Code, the Subcontractor must submit a report to the Contractor specifying the extent to which the Subcontractor's compliance with the Building Code will be affected.

- (d) The Subcontractor must maintain adequate records of the compliance with the Building Code by:

- (i) the Subcontractor;
- (ii) subcontractors;
- (iii) consultants; and
- (iv) its Related Entities.

- (e) If the Subcontractor does not comply with the requirements of the Building Code in the performance of this Contract such that a sanction is applied by the Minister for Employment, the Code Monitoring Group (referred to in the *Building Code 2013 – Supporting Guidelines for Commonwealth Funding Entities*) or the Commonwealth, without prejudice to any rights that would otherwise accrue, those parties will be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by the Subcontractor or a Related Entity in respect of work funded by the Commonwealth or its agencies.

- (f) While acknowledging that value for money is the core principle underpinning decisions on Government procurement, when assessing tenders, the Subcontractor may give preference to subcontractors and consultants that have a demonstrated commitment to:

- (i) adding or retaining trainees and apprentices;
- (ii) increasing the participation of women in all aspects of the industry; or
- (iii) promoting employment and training opportunities for Indigenous Australians in regions where significant indigenous populations exist.

- (g) The Subcontractor must not appoint a subcontractor or consultant in relation to the Project where:

- (i) the appointment would breach a sanction imposed by the Minister for Employment; or
- (ii) the subcontractor or consultant has had an adverse court or tribunal decision (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers' compensation law and the tenderer has not fully complied, or is not fully complying, with the order.

- (h) The Subcontractor agrees to require that it and its subcontractors or consultants and its Related Entities

provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, with access to:

- (i) inspect any work, material, machinery, appliance, article or facility;
- (ii) inspect and copy any record relevant to the Project the subject of this Contract; and
- (iii) interview any person, as is necessary to demonstrate its compliance with the Building Code.

(i) The Subcontractor and its Related Entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, to produce a specified document within a specified period, in person, by fax or by post.

(j) The Subcontractor must ensure that all subcontracts include obligations equivalent to the obligations under clauses 16(a) to 16(i).

(k) If the *Building and Construction Industry (Fair and Lawful Building Sites) Code 17 April 2014 (Building Code 2014)* commences to operate, the Subcontractor must comply with the Building Code 2014 and must ensure that all subcontractors also comply with the Building Code 2014.

(l) If the work is to be undertaken in New South Wales or Queensland it is an essential term of this Subcontract that the Subcontractor must also comply with the following Codes (as applicable):

(i) New South Wales – Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction, at:

http://www.industrialrelations.nsw.gov.au/biz_res/oirwww/pdfs/Construction_Guidelines_June_2013.pdf

(ii) Queensland – Queensland Code of Practice for the Building and Construction Industry, which is found at: http://www.justice.qld.gov.au/__data/assets/pdf_file/0010/8974/ir-buildandconst-code.pdf

17. Subcontracting

17.1 No Subcontracting without Contractor Consent

(a) The Contractor explicitly acknowledges that the Subcontractor will subcontract work to subcontractors ("Sub-subcontractors"). A Sub-subcontractor may only be engaged where:

- i. They hold the necessary trade qualifications and licences applicable to the works;)
- ii. They have been fully inducted into the Subcontractor's HSEQ systems and any other pre-work inductions (e.g. NBN HSE inductions);

- iii. They are in compliance with the insurances requirements set out in clause 12;
- iv. They have agreed to work under the Sub-contractor's project management plans;
- v. An approved sub-subcontract agreement has been executed in writing, which as a minimum, includes a clause expressly prohibiting Sub-subcontractors from subcontracting any of the Works without express permission in writing from the Subcontractor.

(b) The Subcontractor warrants that it shall only grant permission in writing for a Sub-subcontractor to subcontract a portion of the Works where it has first obtained the Contractor's express permission in writing.

17.2 Subcontractor information

(a) The Contractor may, at any time, request that the Subcontractor provide any information about any of its subcontractors (including the name, address, subcontract work and terms of subcontract).

(b) If required by the Contractor, the Subcontractor must deliver to the Contractor, within 10 Business Days of the Contractor's request:

- (i) a deed of subcontractor warranty; and
- (ii) a deed of novation, each in the form provided by the Contractor, duly executed by the Subcontractor and the relevant subcontractor (and, for that purpose, the Subcontractor must ensure that each subcontract contains provisions requiring the subcontractor to do so).

(c) The Contractor warrants that it shall not exercise its rights under clause 17.2(b) unless it has been directed to do so by NBNCo under the Head Contract.

17.3 Selected Subcontractors

If the Contractor notifies the Subcontractor of any Selected Subcontractors for particular work, the Subcontractor must subcontract that work to a Selected Subcontractor unless the Subcontractor notifies the Contractor that the Subcontractor does not consent to the Selected Subcontractor notified by the Contractor (such consent not to be unreasonably withheld).

17.4 Subcontractor's responsibility for Subcontractors

(a) The Subcontractor will be liable to the Contractor for the acts, defaults and omissions of subcontractors (including Selected Subcontractors) and employees, agents and subcontractors (at any level) of

subcontractors as if they were those of the Subcontractor.

(b) Where an obligation is imposed on the Subcontractor under this Contract, that obligation includes an obligation to ensure that any Subcontractor Associate complies with that obligation.

17.5 Removal from Site

(a) The Contractor may direct the Subcontractor to remove from a Site or from any activity in connection with the performance of the Subcontractor's Activities, within such time as the Contractor directs, any person employed or engaged on the Subcontractor's Activities who, in the Contractor's reasonable opinion, is negligent, guilty of misconduct or otherwise fails to comply with any of the requirements of this Contract.

(b) Any person removed under clause 17.5(a) must not thereafter be employed on the Site or in the Subcontractor's Activities without the prior approval of the Contractor.

18. Protection of people and property and the Works

(a) The Subcontractor must, in performing the Subcontractor's Activities:

(i) provide all things and take all measures reasonably necessary to protect people, property and the Environment;

(ii) avoid unnecessary interference with the passage of people and vehicles; and

(iii) prevent nuisance and unreasonable noise and disturbance.

(b) If, in the course of performing the Subcontractor's Activities, the Subcontractor damages property of a third party or of the Contractor, the Subcontractor must:

(i) promptly rectify the damage at its cost (if directed to do so by the Contractor); and

(ii) without limiting clause 11.3, pay any compensation to which that third party or the Contractor may be entitled (and any such amount will be a debt due and payable by the Subcontractor to the Contractor).

(c) If urgent action is necessary to protect property, people or the Environment in connection with the Subcontractor's Activities, and the Subcontractor fails to take the necessary action, the Contractor may take the necessary action (in which case clause 5.13 will apply).

19. Health, Safety and Environment

19.1 Compliance with HSE Laws

Without limiting clause 7, the Subcontractor must:

(a) at all times, comply with all Legislative Requirements, including all HSE Laws;

(b) develop, maintain and implement a HSE management system that (as a minimum):

(i) complies with all Legislative Requirements, including all HSE Laws applicable to the Subcontractor's Activities;

(ii) is certified to Australian/New Zealand Standard 4801 and International Standards Organisation ISO 14001; and

(iii) includes a drug and alcohol policy that applies to each person employed or engaged to perform the Subcontractor's Activities, (**HSE Management System**);

(c) at all times comply with, and ensure its subcontractors comply with, in all respects, with Lendlease's Global Minimum Requirements ("GMRs"), in relation to workplace health and safety, and the environment.

(d) provide copies of documents recording the system referred to in clause 19.1(b) to the Contractor if requested; and

(e) do all things necessary to ensure the Contractor complies with its HSE Law duties and obligations.

19.2 HSE Management Plan

Without limiting the Subcontractor's obligations under this Contract or otherwise at law, if requested by the Contractor, the Subcontractor must immediately provide the Contractor with a plan detailing the HSE practices to be adopted by the Subcontractor to comply with HSE Laws in performing the Subcontractor's Activities (**HSE Management Plan**). As a minimum, the HSE Management Plan must address the matters referred to in Item 10 of Section 3.

19.3 Performance of the Subcontractor's Activities

Without limiting the Subcontractor's obligations under this Contract or otherwise at law, the Subcontractor is responsible for:

(a) carrying out the Subcontractor's Activities safely and supervising all aspects of the Subcontractor's Activities and ensuring that such work is undertaken safely and in a manner that does not put the health and safety of persons at risk;

(b) ensuring that each person employed or engaged to perform the Subcontractor's Activities is aware of and fully complies with the HSE Management System;

(c) ensuring that, before any form of work commences, comprehensive hazard identification and risk assessment (including the development of risk registers) is carried out in relation to that work and that the risk assessment has been considered and actioned by the relevant

Subcontractor Associates and has then been

communicated to those persons performing the work;

(d) complying with and assisting the Contractor in the conduct of any risk assessment, HSE audit or review

conducted by or on behalf of the Contractor to the extent reasonably required by the Contractor, including the provision of all relevant documentation and assistance, including access to a Site or any other workplace where the Subcontractor's Activities have been or will be carried out;

(e) ensuring that all persons carrying out any part of the Subcontractor's Activities:

(i) on the Site; or

(ii) which may involve a risk of contact with or exposure to, or are otherwise connected with (either directly or indirectly) asbestos or asbestos-containing material, comply with the following requirements:

(iii) they are properly trained in connection with the identification, management, handling and disposal of asbestos or asbestos-containing material; and

(iv) they manage, handle or dispose of asbestos or asbestos-containing material only in strict accordance with applicable HSE Laws;

(f) providing periodic updates to the Contractor regarding HSE performance (including lost time injury records and other statistical representation of HSE performance) as requested by the Contractor; and

(g) nominating a suitably qualified person to act as the representative of the Subcontractor with respect to any HSE matters arising out of this Contract.

19.4 Subcontractors

The Subcontractor must include in each subcontract obligations that:

(a) the subcontractor (and any sub-subcontractor) must comply with the HSE Management System;

(b) the subcontractor (and any sub-subcontractor) must co-operate with and assist the Contractor and any nominee of the Contractor in the conduct of any review or audit of the Subcontractor's or any subcontractor's compliance with this Contract (including in relation to HSE);

(c) mirror the obligations that are imposed on the Subcontractor under this clause 19, save for those contained in clause 19.9; and

(d) enable the Subcontractor to comply with its obligations under this clause 19.

19.5 Notification of incidents

Without limiting the Subcontractor's and subcontractors' obligations under applicable HSE Laws, if a Notifiable Incident occurs (in relation to the Subcontractor's Activities):

(a) in relation to which the Contractor owes duties or obligations under HSE Laws in respect of any workers engaged or caused to be engaged by the Subcontractor to perform that work or other persons; or

(b) which involves the Contractor personnel or representatives, the Subcontractor will, in respect of the Notifiable Incident:

(c) immediately provide the Contractor with a copy of the notice required to be provided to the relevant

Commonwealth, State or Territory regulator;

(d) promptly provide the Contractor with copies of any notice or other documentation issued by the relevant Commonwealth, State or Territory regulator;

(e) assist the Contractor and its professional advisers with respect to any defence to any actual or potential claim or prosecution;

(f) within 10 Business Days of the date of notification to the relevant Commonwealth, State or Territory regulator, provide the Contractor with a summary of the related investigation, actions to be taken, and any impact on this Contract that may result from the Notifiable Incident; and

(g) provide all necessary assistance to the Contractor to undertake mandatory incident reporting, including to provide the information required by the Contractor to notify Comcare of the Notifiable Incident.

19.6 Other notification requirements

The Subcontractor must, in respect of an Other Notifiable Incident, provide notification and reporting to the Contractor and undertake incident investigation and close-out in accordance with the NBN Co Incident Management Procedure for Contractors.

19.7 Non-compliance

(a) If, during the performance of the Subcontractor's Activities, the Contractor informs the Subcontractor that in its reasonable opinion, or on advice from a HSE advisor appointed by the Contractor, the Subcontractor or the Subcontractor Associates are:

(i) not conducting the Subcontractor's Activities in compliance with the HSE Management System, HSE Laws, or this Contract; or

(ii) conducting the Subcontractor's Activities in:

(A) such a way as to endanger the health and safety of the Contractor, Contractor Associates, the Subcontractor, Subcontractor Associates or members of the public; or

(B) a manner that will cause damage to property, equipment, materials or the Environment, the Subcontractor must promptly remedy that breach of its obligations under HSE Law or this Contract and provide written evidence of the remedying of the breach to the Contractor upon request.

(b) the Contractor may (by issuing a Change Direction) direct the Subcontractor to suspend the Subcontractor's Activities until such time as the Subcontractor satisfies the Contractor that the Subcontractor's Activities will be

carried out in accordance with HSE Law and this Contract.

(c) During periods of suspension referred to in clause 19.7(b), the Contractor will not be required to make any payment whatsoever to the Subcontractor.

(d) The Subcontractor will have no Claim arising out of or in connection with a suspension directed in accordance with clause 19.7(b).

19.8 Accreditation

To the extent that the Subcontractor performs Building Work, the Subcontractor must:

- (a) obtain and maintain accreditation under the Australian Government Building and Construction WHS Accreditation Scheme (**Scheme**) established by the *Fair Work (Building Industry) Act 2012* (Cth) whilst carrying out the Subcontractor's Activities; and
- (b) comply with all conditions of Scheme accreditation.

19.9 Appointment or engagement of PCBU in connection with Construction Work

- (a) This clause 19.9 applies to the extent that the Subcontractor or any of the Subcontractor Associates perform Construction Work.
- (b) Insofar as WHS Laws require or allow the Contractor to appoint or engage the Subcontractor as the person in control of a business or undertaking "PCBU", the Contractor may elect to engage and appoint (as relevant) the Subcontractor in writing as the PCBU for Construction Work the subject of the Subcontractor's Activities. Where the Contractor appoints the Subcontractor in writing in accordance with this clause 19.9, the Contractor authorises the Subcontractor to have management or control of the workplace (and the Site) for the purposes of discharging the duties of a PCBU under the applicable WHS Law.
- (c) Where the Contractor is unable to engage or appoint the Subcontractor as the PCBU and the Contractor or NBN Co is the PCBU for relevant Construction Work, the Subcontractor must do all things necessary to facilitate the Contractor or NBN Co discharging the duties of a PCBU, including:
 - (i) preparing a HSE Management Plan which complies with the requirements imposed on a PCBU regarding the preparation of plans;
 - (ii) collecting, reviewing and retaining safe work method statements prepared under the applicable WHS Laws by those carrying out high risk Construction Work and providing copies of those safe work method statements to the Contractor or NBN Co prior to the commencement of the relevant high risk Construction Work;
 - (iii) preparing and displaying signage required to be displayed by a PCBU;

(iv) complying with duties imposed on persons regarding general workplace management under the WHS Laws;

(v) managing, in conjunction with the Contractor or NBN Co, as necessary, risks to health and safety associated with:

- (A) storage, management and disposal of construction materials and waste at the workplace;
- (B) storage at the workplace of Construction Plant not in use;
- (C) traffic in the vicinity of the workplace that may be affected by Construction Work carried out in connection with the Project; and
- (D) essential services at the workplace; and
- (vi) complying with the duties imposed on those with management or control of a workplace, in conjunction with the Contractor or NBN Co and any other person sharing management or control of the relevant workplace.

19.10 Supply of plant, substances and structures

Where the Subcontractor's Activities involve the supply of any plant, substance or structure, without limiting the Subcontractor's obligations under this Contract or otherwise at law, the Subcontractor must:

- (a) provide the Contractor, at the time of initial supply (or at some other time if agreed by the parties), with a product data sheet or safety data sheet in a form acceptable to the Contractor;
- (b) ensure, so far as is reasonably practicable, that any plant, substance or structure supplied is without risk to:
 - (i) the health and safety of persons who:
 - (A) use the plant, substance or structure for a purpose for which it was designed or manufactured;
 - (B) handle or store the plant or substance;
 - (C) carry out any reasonably foreseeable activity in relation to the assembly or use of the plant, substance or structure for a purpose for which it was designed or manufactured, or the proper storage, decommissioning, dismantling, demolition or disposal of the plant, substance or structure; or
 - (D) may be exposed to the plant, substance or structure or whose health or safety may be affected by a use or activity referred to in clauses 19.10(b)(i)(A) to 19.10(b)(i)(C); and
 - (ii) the Environment;
- (c) carry out, or arrange the carrying out of, any calculations, analysis, testing or examination that may be necessary to comply with clause 19.10(b);
- (d) give adequate information to the Contractor concerning:
 - (i) each purpose for which the plant, substance or structure was designed or manufactured;

- (ii) the results of any calculations, analysis, testing or examination referred to in clause 19.10(c), including any hazardous properties identified by testing; and
- (iii) any conditions necessary to ensure that the plant, substances or structures are without risks to health and safety when used for a purpose for which they were designed or manufactured or when carrying out any activity referred to in clause 19.10(b); and
- (e) on request, so far as is reasonably practicable, give current relevant information on the matters referred to in this clause to the Contractor.

19.11 Training

- (a) The Subcontractor must comply with the Contractor's requirements for training for any person employed or engaged to perform the Subcontractor's Activities, being:
 - (i) those requirements identified in this Contract; or
 - (ii) those additional requirements notified to the Subcontractor by the Contractor from time to time in a Change Direction.
- (b) Without limiting clause 19.11(a), the Subcontractor must ensure that all persons employed or engaged to perform any of the Subcontractor's Activities:
 - (i) complete all of the courses and any other training or steps necessary to obtain accreditation in all of the NBN skills notified to the Subcontractor by the Contractor from time to time; and
 - (ii) do all things necessary to maintain those accreditations.
- (c) In respect of all the training and accreditation referred to in clauses 19.11(a) and 19.11(b), the Subcontractor:
 - (i) is responsible for paying the costs of all training or steps necessary to obtain accreditation;
 - (ii) will not make any Claim against NBN Co for any costs associated with any person attending training or obtaining or maintaining accreditation, except to the extent required by a Change Direction referred to in clause 19.11(a)(ii);
 - (iii) will not seek any relief from performance of any Subcontractor's Activities by reason of or in connection with any person attending training or obtaining or maintaining accreditation; and
 - (iv) is responsible for maintaining any records necessary to evidence compliance with the requirements of this clause 19.11, including any records that relate to accreditations obtained by any person employed or engaged by the Subcontractor or any of the Subcontractor's subcontractors.
- (d) If directed by the Contractor, the Subcontractor must register on NBN Co's National Skills Register (being NBN Co's electronic database for recording workforce training for the Subcontractor's Associates).

- (e) Where requested by the Contractor, the Subcontractor must provide details to the Contractor of the percentage of the Subcontractor's Associates whose training has been funded by the Contractor and not utilised by the Subcontractor's Activities (if applicable).

19.12 Pollution

- (a) Except to the extent permitted by the relevant Authority, the Subcontractor must not, in carrying out the Subcontractor's Activities, cause Pollution to occur or obstruct or damage the Environment.
- (b) The Subcontractor must immediately remove and make good any Pollution caused by the Subcontractor as a consequence of or as an incident to the performance of the Subcontractor's Activities.

19.13 Hazardous Materials

- The Subcontractor must not handle, store or use Hazardous Materials in a manner that is reasonably likely to give rise to an Environmental Hazard, except to the extent that the Environmental Hazard can be appropriately dealt with by a competent contractor:
 - (a) in accordance with Legislative Requirements; and
 - (b) adopting appropriate occupational health and safety procedures, having regard to the Environmental Hazard.

19.14 Cleaning up

- In carrying out the Subcontractor's Activities, the Subcontractor must keep the Site clean and tidy and free of refuse.

19.15 Code of Conduct

- Without limiting this clause 19, the Subcontractor shall, and shall ensure that its officers, employees, agents and sub-subcontractors comply with the Lendlease Code of Conduct.

20. NBN Co Supplied Equipment

20.1 Provision

- The Contractor or third parties may supply NBN Co Supplied Equipment for use by the Subcontractor in performing the Subcontractor's Activities.

20.2 Ownership and risk

- (a) At all times NBN Co, or the Contractor (on behalf of NBN Co), will retain ownership of the NBN Co Supplied Equipment.
- (b) Risk in and responsibility for the loss of or damage to the NBN Co Supplied Equipment will pass from the Contractor or those third parties (as the case may be) to

the Subcontractor at the time the Subcontractor takes delivery of that NBN Co Supplied Equipment.

(c) The Subcontractor must securely and properly store all NBN Co Supplied Equipment in accordance with clause 20.6 (and otherwise in accordance with this Contract).

(d) If the Subcontractor fails to comply with clause 20.2(c), the Contractor may notify the Subcontractor that the NBN Co Insurance Program does not cover the relevant NBN Co Supplied Equipment.

20.3 Planning

The Subcontractor will provide information for, and participate in, the materials planning and forecasting process if requested to do so by the Contractor.

20.4 Material Request

(a) The Subcontractor will order NBN Co Supplied Equipment:

(i) in accordance with the "ordering guidelines" (as notified to the Subcontractor and updated by the Contractor from time to time);

(ii) using the Contractor material ordering management information systems; and

(iii) in accordance with lead times and associated inventory policies, as advised by the Contractor to the Subcontractor from time to time, (**Material Request**).

(b) the Contractor will:

- (i) approve the Material Request; or
- (ii) reject the Material Request.

20.5 Delivery

(a) If a Material Request is approved by The Contractor, The Contractor will deliver (or otherwise make available) the relevant NBN Co Supplied Equipment to the Subcontractor at the location nominated in the approved Material Request (**Delivery Place**).

(b) The Subcontractor must:

(i) upon delivery of the NBN Co Supplied Equipment to the Delivery Place:

(A) unload the NBN Co Supplied Equipment; and

(B) record its receipt of that NBN Co Supplied Equipment; and

(ii) notify the Contractor and the Contractor of the receipt of that NBN Co Supplied Equipment within 1 Business Day of physical receipt of that NBN Co Supplied Equipment.

20.6 Warehousing and Logistics

Upon delivery of the NBN Co Supplied Equipment to the Subcontractor, the Subcontractor must:

(a) manage the logistics and warehousing of that NBN Co Supplied Equipment;

(b) adhere to safe material handling and transport practices (including any specialised handling and transporting requirements notified by the Contractor);

(c) limit access to the NBN Co Supplied Equipment to authorised staff (who have been trained in safe handling);

(d) store all NBN Co Supplied Equipment in:

(i) a clean and secure (locked) environment in accordance with the relevant vendor storage recommendations; and

(ii) a pest free location which is protected from the elements; and

(e) install or otherwise use NBN Co Supplied Equipment from stock on a "first in first out" basis.

20.7 Upgraded NBN Co Supplied Equipment

(a) Upgraded or new versions of NBN Co Supplied Equipment (**Upgraded NBN Co Supplied Equipment**) may be introduced by the Contractor from time to time.

(b) the Contractor may direct the Subcontractor to:

(i) deploy Upgraded NBN Co Supplied Equipment instead of existing stocks of NBN Co Supplied Equipment; and

(ii) return existing stock of NBN Co Supplied Equipment held by the Subcontractor, in which case the Subcontractor must deliver that NBN Co Supplied Equipment to a storage location nominated by the Contractor.

20.8 Review of NBN Co Supplied Equipment

(a) Without limiting clause 21, the Contractor may carry out cycle counts, stock-take and logistics audits on a periodic basis to ensure that NBN Co Supplied Equipment is being stored by the Subcontractor in accordance with this Contract.

(b) The Subcontractor must participate in supply chain optimisation and continuous improvement projects (as required by the Contractor).

20.9 Returns

(a) Upon the expiry or termination of this Contract, the Subcontractor must deliver all NBN Co Supplied Equipment to the Contractor's nominated location.

(b) The Contractor may, at any time, recall from the Subcontractor, any excess NBN Co Supplied Equipment (as determined by the Contractor).

(c) The Subcontractor may return excess NBN Co Supplied Equipment to the Contractor in accordance with the Contractor returns process (notified to the Subcontractor), provided that the relevant NBN Co Supplied Equipment is in its original, unopened packaging.

20.10 Faulty NBN Co Supplied Equipment

(a) The Subcontractor must immediately notify the Contractor of any NBN Co Supplied Equipment that is found to be faulty.

(b) The Subcontractor must manage the return of any faulty NBN Co Supplied Equipment issued by the Contractor (including material identified as damaged at time of receipt).

20.11 Disposal of packaging

The Subcontractor must dispose of all packaging, housing and materials with which the NBN Co Supplied Equipment was delivered in accordance with the Work Package and any applicable Legislative Requirements.

21. Records, audit and inspection

21.1 Keeping of records

The Subcontractor must:

(a) make and keep full and proper records in relation to the Subcontractor's performance of this Contract, including showing clearly all transactions to which this Contract relates; and

(b) not destroy the records referred to in clause 21.1(a) without the prior approval of the Contractor, for a period of 7 years from the later of:

(i) the date of the termination or expiry of this Contract; and

(ii) the expiry of the last Defects Liability Period for a Work Package under this Contract.

21.2 Evidence of compliance

the Contractor may at any time require the Subcontractor to provide evidence satisfactory to the Contractor of the Subcontractor's compliance with any term of this Contract.

21.3 Audit and inspection

(a) The Contractor may:

(i) conduct audits and inspections, and appoint an independent auditor to audit and inspect:

(A) the Subcontractor's Activities (at the time the Subcontractor is carrying out those Subcontractor's Activities at the Site); and

(B) any premises, systems, networks, documents, records, practices, data and matters which are necessary

to conduct an audit of the Subcontractor's (or any Subcontractor Associate's) compliance with this Contract; and

(ii) copy the whole or part of any record required to be kept under clause 21.1.

(b) The Contractor must give reasonable prior notice of an audit or inspection and provide an indication of the relevant Subcontractor's Activities or types or classes of premises, systems, networks, documents, records or practices which the Contractor or any independent auditor intends to audit or inspect.

(c) When conducting audits or inspections under clause 21.3, all independent auditors must:

(i) agree to be bound by the same obligations of confidentiality owed by the Contractor to the Subcontractor and must enter into an instrument of confidentiality and non-disclosure on such terms as are reasonably required by the Subcontractor; and

(ii) comply with the Subcontractor's health, safety and security policies whilst on the Subcontractor's premises.

(d) If any audit or inspection of the Subcontractor's Activities (prior to Completion) identifies any Defects or issues which may become a Defect, the Contractor may give the Subcontractor a notice identifying those Defects.

21.4 Cooperation during audit or inspection

The Subcontractor must fully co-operate with the Contractor and any independent auditor when conducting an audit or inspection under clause 21.3, including:

(a) providing all reasonable assistance required by the Contractor relating to the audit or inspection, including to copy the whole or part of any record; and

(b) answering all reasonable questions the Contractor or any independent auditor may have relating to the audit or inspection.

21.5 Costs of audit or inspection

(a) Subject to clause 21.5(b), each party will bear its own costs associated with audits and inspections.

(b) If an audit or inspection reveals that the Subcontractor has overcharged the Contractor or breached this Contract in any material respect, the Subcontractor must be responsible for the Contractor's reasonable audit and inspection costs and must promptly reimburse the Contractor for those costs following any request by the Contractor to do so.

22. Contractor Management Systems and Management Plans

22.1 Development

- (a) If required by the Contractor, the Subcontractor must:
 - (i) comply with any Contractor Management Systems; and
 - (ii) where applicable, develop and implement effective subcontractor systems to give effect to the Contractor Management Systems, and enable the Subcontractor to carry out the Subcontractor's Activities consistently and reliably to a high standard in compliance with its obligations under this Contract.

23. Intellectual Property Rights

23.1 Intellectual Property Rights vest in the Contractor

- (a) Subject to clause 23.2(a), all rights, title, interest and property (including Intellectual Property Rights) in all Contract Material will be owned by the Contractor and the Subcontractor irrevocably assigns to the Contractor all rights, title, interest and property (including Intellectual Property Rights) in all Contract Material with effect from the time of creation, development or production of that Contract Material.
- (b) The Subcontractor must:
 - (i) as soon as requested by the Contractor, execute all such documents and do all such other things (and cause Subcontractor Associates to also do so if and when required) which the Contractor reasonably requires from time to time in order to give effect to, perfect or record the assignments in clause 23.1(a); and
 - (ii) do all things necessary to make sure that, subject to clause 23.2(a), the Contractor is assigned all rights, title, interest and property (including Intellectual Property Rights) in all Contract Material, including by entering into agreements with its subcontractors which are consistent with, and give effect to, such assignments.
- (c) Subject to clause 23.2(a), the Contractor grants the Subcontractor a non-exclusive, non-transferable, royalty free licence (including a right to sublicense to its subcontractors for the purposes described in clause 23.1(c)(ii)), which licence is revocable on notice from the Contractor following termination or expiry of this Contract, to use the Contract Material and the Contractor Material during the performance of the Subcontractor's Activities solely for the purposes of:
 - (i) enabling the Subcontractor to perform its obligations under this Contract; and
 - (ii) permitting its subcontractors to perform those of the Subcontractor's Activities that the Subcontractor has subcontracted to each subcontractor.
- (d) For the avoidance of doubt the Subcontractor's StreamLine Platform is expressly excluded from Contract Material. All rights, title, interest and property (Including Intellectual Property Rights) in the StreamLine Platform

are owned solely by the Subcontractor and do not vest in the Contractor or NBNCo at any time.

23.2 Intellectual Property Rights in Pre-Existing Material

- (a) Clause 23.1(a) does not affect the ownership of Intellectual Property Rights in Pre-Existing Material.
- (b) The Subcontractor:
 - (i) grants the Contractor; and
 - (ii) to the extent any Intellectual Property Rights in Pre-Existing Material are owned by third parties, must procure such third parties to grant to the Contractor, a perpetual, irrevocable, royalty free, non-exclusive, transferable licence (including a right to sublicense) to:
 - (iii) exercise the Intellectual Property Rights in the Pre-Existing Material for any purpose in connection with:
 - (A) the Project;
 - (B) the Subcontractor's Activities; or
 - (C) the use, operation, maintenance, optimisation, modification, design, construction, improvement, expansion or augmentation of the NBN and associated infrastructure, plant and equipment;
 - (iv) without limiting the rights granted under clause 23.2(b)(iii), permit any person to assist the Contractor to do any of the things referred to in clause 23.2(b)(iii); and
 - (v) without limiting the rights granted under clause 23.2(b)(iii), sublicense any of the rights described in clause 23.2(b)(iii) or clause 23.2(b)(iv) to any person in connection with any purpose permitted by clause 23.2(b)(iii).
- (c) For the avoidance of doubt, the Subcontractor's StreamLine Platform is expressly excluded from this clause 23.2.

23.3 Subcontractors

The Subcontractor must only enter into a contract with a subcontractor if the subcontractor:

- (a) grants a licence to the Contractor in relation to Pre-Existing Material, in the terms described in clause 23.2(b); and
- (b) assigns absolutely to the Subcontractor (which will be immediately assigned by the Subcontractor to the Contractor under clause 23.1(a)) all of its existing and future rights, title, interest and property (including all Intellectual Property Rights) in all other Contract Material produced by or on behalf of the subcontractor with effect from the time of creation, development or production of that Contract Material.

23.4 Moral Rights

- (a) To the extent that the Subcontractor and the Subcontractor Associates have Moral Rights in the Contract Material, the Subcontractor must use its best endeavours to procure from the relevant party an executed moral rights consent deed poll in the form provided by the Contractor.
- (b) The Subcontractor must:
- (i) take steps so that the consents required under clause 23.4(a) are genuinely given and not obtained by duress or by the making of any false or misleading statement; and
 - (ii) provide the executed moral rights consent deed polls referred to in clause 23.4(a) to the Contractor upon receipt of a direction to do so.

23.5 Intellectual property representations and warranties

The Subcontractor represents and warrants that:

- (a) the Subcontractor owns or is licensed to use as contemplated by this Contract all Intellectual Property Rights in and to the Contract Material (including Pre-Existing Material);
- (b) it is able lawfully to grant the rights and licences it has granted under this clause 23;
- (c) it is able lawfully to grant and assign and procure the grant and assignment of the rights granted and assigned and to be assigned under this clause 23, without encumbrance;
- (d) it has maintained the confidentiality with respect to those parts of the Contract Material (including Pre-Existing Material) which comprise know-how and rights to have confidential information kept confidential;
- (e) use, licensing and other exploitation of or other dealings with the Contract Material (including Pre-Existing Material) will not result in a breach of any Legislative Requirement or mandatory code of conduct; and
- (f) the Contract Material (including Pre-Existing Material) and any act of the Contractor or a person authorised by the Contractor in relation to the Contract Material (including Pre-Existing Material) for any purpose in connection with:
 - (i) the Project;
 - (ii) the Subcontractor's Activities; or
 - (iii) the use, operation, maintenance, optimisation, modification, design, construction, improvement, expansion or augmentation of the NBN and associated infrastructure, plant and equipment, will not:
 - (iv) breach any Legislative Requirement;
 - (v) infringe any person's rights (including contractual rights, Intellectual Property Rights or Moral Rights);

- (vi) constitute a misuse of any person's confidential information; or
- (vii) result in the Subcontractor or any Subcontractor Associate breaching any obligation that it or they owe to any person (including its subcontractors).

23.6 Delivery of Material

- (a) At the request of the Contractor, the Subcontractor must immediately deliver to the Contractor:
- (i) the original and all copies of Contract Material (other than Pre-Existing Material);
 - (ii) copies of Pre-Existing Material; and
 - (iii) the original and all copies of the Contractor Material.
- (b) Contract Material provided to the Contractor in electronic format must be provided by the Subcontractor in the format reasonably required by the Contractor. Where the format approved by the Contractor is software for which the Contractor does not have a licence, the Subcontractor must provide the Contractor with an irrevocable, transferable, royalty free licence (including the right to sub-licence) to use that software for the purpose of construing and dealing with the Contract Material.

23.7 Payment for royalties

Any payments of royalties or licence fees to third parties for the use of Contract Material which is produced by or otherwise the responsibility of the Subcontractor must be paid by the Subcontractor.

23.8 Branding

The Subcontractor must not use, and must ensure that no Subcontractor Associate uses, any NBN Brand in any company, business or domain name unless the Subcontractor or the Subcontractor Associate (as applicable) has entered into the NBN Brand Terms with NBN Co.

24. Confidential Information and Media

24.1 Confidentiality

If a party (a **Recipient**) acquires Confidential Information of the other party (a **Discloser**), the Recipient must ensure that Confidential Information is maintained as secret, confidential and valuable to the Discloser.

24.2 Permitted use and disclosure

- (a) Subject to clauses 24.2(b) and 24.2(c), the Recipient must not, without obtaining the Discloser's prior consent and obtaining an undertaking of non-disclosure (if requested by the Discloser), use or disclose the Confidential Information of the Discloser except to the extent the Recipient is required to disclose:

(i) by law or by order having the force of law of any court or tribunal of competent jurisdiction (except that this does not permit the Subcontractor to disclose any information of the kind referred to in section 275(1) of the PPSA unless section 275(7) of the PPSA applies); or
(ii) pursuant to the rules of any stock exchange, provided that if the Recipient is required, or anticipates that it may be required, to make such a disclosure, the Recipient must to the extent possible:

(iii) notify the Discloser of the disclosure; and

(iv) take reasonable steps to ensure that any Confidential Information so disclosed is kept confidential.

(b) A Recipient must not disclose Confidential Information of the Discloser in, or for the purposes of, standards, specifications, processes, materials or protocols being developed by the Recipient, without the prior consent of the Discloser (which must not be unreasonably withheld).

(c) The Contractor may disclose Confidential Information of the Subcontractor to NBN Co, who may disclose such Confidential Information to any Minister, Department or officer of the Commonwealth Government of Australia or any Authority (including the Australian Competition and Consumer Commission).

24.3 Breach of duty non-disclosure

(a) The Recipient must notify the Discloser promptly after the Recipient becomes aware of a breach by it of this clause 24.

(b) If the Discloser becomes aware of any such breach by the Recipient, the Discloser must promptly notify the Recipient, giving full details, and the Recipient must take all steps that the Discloser may require (acting reasonably) to investigate the breach, to prevent, restrain or minimise the impact of the breach.

24.4 Media

(a) Each party must treat as Confidential Information, and must not disclose, any information concerning or relating to this Contract or the Subcontractor's Activities for distribution through any communications media without the other party's prior approval (which must not be unreasonably withheld).

(b) Each party must notify the other of any enquiries from any media concerning or relating to this Contract or the Subcontractor's Activities.

25. Protection of personal information

(a) In this clause 25, **Personal Information** means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether true or not and whether or not recorded in material form.

(b) Notwithstanding any other provision of this Contract, the Subcontractor must comply with the Privacy Acts in relation to any Personal Information collected by or disclosed or reasonably accessible to the Subcontractor under or in connection with this Contract.

(c) Without limiting clause 25 (b), where a party discloses Personal Information to the other party in connection with this Contract, the disclosing party warrants that:

(i) it collected or received the Personal Information in accordance with the Privacy Acts;

(ii) the individual to whom the information relates has been notified or made aware of matters about which an individual must be notified or made aware under the Privacy Acts;

(iii) the disclosure of the Personal Information to the other party for the purposes for which it is disclosed is permitted by the Privacy Acts; and

(iv) the use by the other party of the Personal Information for the purposes for which it is disclosed by the disclosing party is permitted by the Privacy Acts.

(d) Without limiting clause 25(b), the Subcontractor must:

(i) not engage in any act or practice in connection with this Contract that would be an Interference with Privacy or otherwise breach a Privacy Act;

(ii) not collect, access, use, disclose, store, retain or dispose of any Personal Information except to the extent that it is reasonably necessary to do so for the purpose of this Contract;

(iii) ensure that any subcontract it enters into in connection with the Subcontractor's Activities contains clauses requiring the subcontractor to comply with this clause 25 as if the subcontractor were the Subcontractor;

(iv) comply with any direction given to the Subcontractor by the Contractor which the Contractor reasonably considers to be necessary in order to enable the Contractor to:

(A) comply with a notice, direction, recommendation or other requirement of a Privacy Regulator;

(B) give effect to any undertaking given by the Contractor to a Privacy Regulator;

(C) notify a data breach to persons affected or to a Privacy Regulator;

(D) investigate or resolve a privacy related complaint or dispute; or

(E) give effect to a request for access or correction, in respect of any Personal Information collected or received by the Subcontractor in connection with this Contract; and

(v) immediately after Completion of the Subcontractor's Activities to which the Personal Information relates:

(A) destroy, and ensure that Subcontractor Associates destroy, and certify destruction of; or

(B) if requested by the Contractor, promptly deliver to the Contractor, all records in the Subcontractor's or the Subcontractor Associates' possession or control containing, or from which it can be ascertained, the identity and contact details of any individual to which the Subcontractor's Activities relate.

(e) Where a party collects or receives Personal Information in connection with this Contract, that party must:

- (i) use such Personal Information only for the purposes for which it was collected, disclosed or made accessible to that party;
- (ii) take reasonable steps to keep the Personal Information secure from loss, interference or misuse or unauthorised access, modification or disclosure;
- (iii) promptly notify the disclosing party if it becomes aware of any suspected or actual loss, interference or misuse or unauthorised access, modification or disclosure of that Personal Information;
- (iv) not disclose such Personal Information to any third party except as required by law or with the prior consent of the disclosing party; and
- (v) not transfer any such Personal Information to a person who is outside Australia except with the prior consent of the disclosing party and in accordance with any requirements or conditions specified by the disclosing party.

26. Data and IT Requirements and Security Requirements

26.1 Data and IT Requirements

The Subcontractor must comply with the Data and IT Requirements set out in Section 8.

26.2 Security Requirements

The Subcontractor must comply with the Security Requirements set out in Section 10.

26.3 Cloud Infrastructure

- (a) The Subcontractor must not perform any part of the Subcontractor's Activities using resources (including personnel) located outside of Australia without the Contractor's prior consent (which must not be unreasonably withheld).
- (b) Subject to clause 26.3(c), the Subcontractor must not store or process any:
 - (i) Contractor Material;
 - (ii) Contract Material; or
 - (iii) other data (including Personal Information) collected, stored, used, processed, generated or disclosed for the purposes of, or otherwise in connection with, the performance of the Subcontractor's Activities (whether or

not such other data or Personal Information forms part of data owned by the Contractor or NBN Co), in or using Cloud Infrastructure, whether located in or outside of Australia, without the Contractor's prior consent (which must not be unreasonably withheld).

(c) The Subcontractor is not required to obtain the Contractor's prior consent to store or process any Contractor Material, Contract Material or other data (referred to in clause 26.3(b)(iii)) in the Pre-Approved Cloud Infrastructure.

27. Taxes

27.1 GST definitions

Terms used in this clause not defined elsewhere in this Contract have the meanings given to them in the GST Act.

27.2 Monetary amounts are GST exclusive

Unless otherwise expressly stated, all monetary consideration to be provided under or in accordance with this Contract is exclusive of GST.

27.3 GST exclusive and non-monetary supplies

To the extent that the consideration to be provided for any supply made under or in accordance with this Contract is:

- (a) expressly stated to be exclusive of GST; or
- (b) non-monetary,

the recipient of the taxable supply must pay to the supplier (at the same time as payment for the taxable supply is required to be made in accordance with this Contract) an additional amount equal to the GST payable in respect of the consideration to be provided under paragraph (a) or (b) as appropriate, for the taxable supply.

27.4 Tax invoices

Unless clause 5.9 applies, the recipient's obligation to pay the GST component of any consideration under this Contract is subject to the recipient receiving a valid Tax Invoice in respect of the supply at or before the time of payment.

27.5 Reimbursable Expenses

If this Contract requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (**Reimbursable Expense**) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of the amount of the Reimbursable Expense net of input tax credits (if any) to which the other party is

entitled in respect of the Reimbursable Expense and any GST payable by the other party.

27.6 Other taxes, duties and charges

Except as set out in this clause 27 in respect of GST, taxes, duties and charges (including income tax, payroll tax, fringe benefits tax, superannuation guarantee surcharge, stamp duty, long service leave levy and other tax, levy import, deduction, tax, concession, fee, charge, withholding plus any interest, penalty, charge fee or other amounts payable in respect thereof, and charges imposed or levied in Australia or overseas in connection with the Subcontractor's Activities or this Contract) will be borne by the Subcontractor.

28. PPSA

28.1 Security Interests

The Contractor, on behalf of NBN Co, is granted Security Interests against the Subcontractor in respect of NBN Co Supplied Equipment held by the Subcontractor as bailee for and on behalf of the Contractor in accordance with, and subject to, clause 20, where the Contractor is a bailor under a PPS lease (as defined in the PPSA).

28.2 Registration of Security Interest

(a) The Contractor may at any time and from time to time take any steps that it considers advisable in its absolute discretion to perfect, protect, record, register, amend or remove the registration of any Security Interest in favour of the Contractor, including:

(i) each Security Interest to which reference is made in clause 28.1; and
(ii) any other Security Interest in respect of any other property in relation to which the Subcontractor has at any time a sufficient right, interest or power to grant a Security Interest, if the Contractor at any time forms a belief on reasonable grounds that by virtue of any fact, matter or thing in respect of this Contract, the Contractor is, or will become, a Secured Party (as defined in the PPSA) in relation to that property (provided that the Contractor gives the Subcontractor 28 days' notice of its intention to do so).

(b) The Subcontractor irrevocably and unconditionally waives its right to receive notice of any verification statement in respect of any financing statement or financing change statement relating to any Security Interests registered on the PPS Register by the Contractor. For the purposes of this clause 28.2(b), "verification statement" and "financing change statement" have the meanings in the PPSA.

28.3 Exclusion of PPSA provisions

(a) For the purposes of sections 115(1) and 115(7) of the PPSA:

(i) The Contractor need not comply with PPSA sections 95 (notice of removal of accession), 121(4) (notice of enforcement of security interest in liquid assets), 125 (obligation to dispose of or retain collateral), 130 (to the extent that it requires the Contractor to give a notice of disposal to the Subcontractor), 132(3)(d) (contents of statement of account after disposal), or 132(4) (statement of account if no disposal); and

(ii) PPSA sections 142 (redemption of collateral) and 143 (reinstatement of security agreement) are excluded.

(b) For the purposes of section 115(7) of the PPSA, the Contractor need not comply with PPSA sections 132 (secured party to give statement of account) and 137(3) (secured party's obligation to sell or lease collateral in accordance with section 128 if secured party is given a notice of objection).

(c) Subject to section 275(7) of the PPSA, neither party will disclose the contents of this Contract, any amount secured by a Security Interest in favour of the Contractor, and the other information mentioned in section 275(1) of the PPSA under section 275(4) of the PPSA.

29. Default and termination

29.1 Default Notice

If the Subcontractor breaches this Contract, The Contractor may give the Subcontractor a default notice (**Default Notice**) specifying the nature of the breach.

29.2 Cure Plan

(a) If a Default Notice has been given, and the breach specified in the relevant Default Notice is capable of remedy, the Subcontractor must, within 10 Business Days after receipt of the Default Notice:

(i) remedy the relevant breach; or
(ii) prepare and submit to The Contractor a draft plan describing the actions and measures which the Subcontractor will diligently pursue to remedy the breach (**Draft Cure Plan**).

(b) If The Contractor approves a Draft Cure Plan (**Approved Cure Plan**), the Subcontractor must comply with and immediately implement the Approved Cure Plan and remedy the relevant breach.

(c) If The Contractor rejects a Draft Cure Plan, the Subcontractor, in consultation with The Contractor, must amend the Draft Cure Plan to meet The Contractor's reasonable requirements and submit the amended Draft Cure Plan to The Contractor for its approval, in which case this clause 29.2 will reapply.

29.3 Subcontractor's default

The Contractor may terminate this Contract upon notice to the Subcontractor if:

- (a) the Subcontractor breaches the same provision of this Contract on 3 occasions within a period of 6 months (and The Contractor has given the Subcontractor a Default Notice in respect of each of those breaches);
- (b) the Subcontractor is in material or substantial breach of this Contract and such breach is not capable of remedy;
- (c) the Subcontractor is in material or substantial breach of this Contract and fails to immediately commence and diligently pursue any action required to remedy that material breach after receiving notice of the breach;
- (d) the Subcontractor by breaching this Contract by negligent act or omission causes a breach (other than of a minor nature) of any Legislative Requirement;
- (e) the Subcontractor does anything that materially damages or is likely to materially damage the reputation of the Contractor or NBN Co;
- (f) the Subcontractor at any time wholly or substantially abandons the Subcontractor's Activities under a Work Package;
- (g) the Subcontractor assigns, transfers, deals with or otherwise encumbers this Contract or any payment or any other right or benefit or interest under this Contract in breach of clause 33.4;
- (h) at any time the Subcontractor's liability to The Contractor under or arising out of this Contract is equal to or greater than 80% of the monetary cap on liability established in accordance with clause 11.4; or
- (i) the Subcontractor fails to remedy a breach in accordance with clause 29.2(a)(i) or 29.2(b).

29.4 Insolvency

The Contractor may terminate this Contract by notice to the Subcontractor, if the Subcontractor commits or suffers an Insolvency Event.

29.5 Change of Control

- (a) If there is a change of Control of the Subcontractor:
 - (i) the Subcontractor must immediately notify The Contractor of that change of Control;
 - (ii) the Subcontractor must comply with a request from The Contractor for information in relation to the change of Control; and
 - (iii) The Contractor may terminate this Contract, by giving the Subcontractor 30 Business Days' prior notice.
- (b) This clause 29.5 does not apply to:
 - (i) a change of Control which is a result of an internal reconstruction or re- organisation of the Subcontractor, provided that the Contractor approves such reconstruction or reorganisation (such approval not to be unreasonably withheld); or

- (ii) a change of Control which results from a listing of shares of the Subcontractor on the Australian Securities Exchange or other relevant stock exchange or transfer of those listed shares.

29.6 The Contractor's entitlements after termination

If the Contractor terminates the Contract under clause 29.3, 29.4 or 29.5, or if the Subcontractor repudiates the Contract and the Contractor otherwise terminates the Contract:

- (a) the Contractor will:
 - (i) be entitled to take over and use, or require the Subcontractor to remove from the Site, Construction Plant and all materials, equipment and other things intended for the Works;
 - (ii) be entitled to require the Subcontractor to novate to the Contractor, any or all subcontracts between the Subcontractor and its subcontractors as required by the Contractor;
 - (iii) subject to clause 29.6(b), not be obliged to make any further payments to the Subcontractor, and
 - (iv) be entitled to recover from the Subcontractor any costs, losses or damages incurred or suffered by it as a result of, or arising out of, or in any way in connection with, such termination (and any such amount will be a debt due and payable by the Subcontractor to the Contractor);
- (b) subject to the recovery of the Contractor's costs, losses or damages under clause 29.6(a)(iv), the Subcontractor shall be entitled to payment of the Work Package Price which would have been payable if the Contract had not been terminated and the Subcontractor submitted a payment claim for the Subcontractor's Activities performed prior to the date of termination; and
- (c) the Subcontractor must immediately hand over to the Contractor all copies of:
 - (i) documents provided by the Contractor in connection with the Subcontractor's Activities; and
 - (ii) Contract Material prepared by the Subcontractor to the date of termination (whether complete or not).

29.7 Termination for convenience

- (a) The Contractor may (at any time for its sole convenience, and for any reason) terminate this Contract (including all Work Packages which have been made available to the Subcontractor by the Contractor) for convenience by giving the Subcontractor 20 Business Days' prior notice.
- (b) the Contractor's notice under clause 29.7(a) may identify any Work Packages made available to the Subcontractor which the Contractor requires the Subcontractor to complete despite the termination for

convenience (in which case those Work Packages will be completed and paid for on the terms of this Contract).

(c) If the Contractor terminates this Contract under clause 29.7(a), this Contract will terminate on the date specified in the Contractor's notice of termination (subject to clause 29.7(b)).

(d) If the Contractor terminates this Contract under clause 29.7(a), the Subcontractor will be entitled to payment of the following amounts determined by the Contractor:

(i) for work carried out prior to the date of termination, an amount which represents the value of the work carried out in accordance with this Contract to the date of termination (having regard to any payments which have already been paid to the Subcontractor on account of that work);

(ii) the cost of goods and materials reasonably ordered by the Subcontractor as part of the Subcontractor's Activities for which the Subcontractor is legally bound to pay provided that:

(A) the value of the goods or materials is not included in the amount payable under clause 29.7(d)(i); and

(B) title to the goods and materials will vest in the Contractor upon payment;

(iii) the reasonable cost of removing from Site all Construction Plant and equipment; and

(iv) the reasonable costs that the Subcontractor incurs after the date of termination in connection with any subcontracts it has entered into in relation to the performance of the Subcontractor's Activities (such as costs incurred by the Subcontractor as a result of terminating a subcontract) but excluding Consequential Loss claims by the subcontractors;

(e) The amount to which the Subcontractor is entitled under clause 29.7(d) will be a limitation upon the Contractor's liability to the Subcontractor arising out of, or in any way in connection with, the termination of the Contract under this clause 29.7, and the Subcontractor will not be entitled to make any Claim against the Contractor arising out of, or in any way in connection with, the termination of the Contract other than for the amount payable under clause 29.7(d).

29.8 Quantum meruit

If the Contractor repudiates and the Subcontractor terminates this Contract, the Subcontractor is:

(a) only entitled to claim damages for breach of contract; and

(b) not entitled to a quantum meruit.

29.9 Preservation of rights

Subject to clause 29.8, nothing in this clause 29 or that the Contractor does or fails to do pursuant to this clause

29 will prejudice the right of the Contractor to exercise any right or remedy (including recovering damages) which it may have where the Subcontractor breaches (including repudiates) the Contract.

29.10 Head Contract Novation

Where the Head Contract between Lendlease and NBN is terminated for any reason, or where NBN requires the Contractor to do so, this Contract may be novated from the Contractor to another person or entity, and the Subcontractor consents to such novation, and irrevocably appoints the Contractor its attorney, solely for such purpose.

30. Proportionate Liability

30.1 Exclusion of Proportionate Liability Scheme

(a) To the extent permitted by law, each of the Proportionate Liability Schemes is excluded in relation to all and any rights, obligations or liabilities of either party under this Contract whether those rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

(b) Without limiting clause 30.1(a), the rights, obligations and liabilities of the Contractor and the Subcontractor under this Contract with respect to proportionate liability are as specified in this Contract and not otherwise.

30.2 Subcontractor not to apply Proportionate Liability Scheme

To the extent permitted by law:

(a) the Subcontractor must not seek to apply a Proportionate Liability Scheme in relation to any claim by the Contractor against the Subcontractor (whether in contract, tort or otherwise); and

(b) if any of the provisions of a Proportionate Liability Scheme are applied to any claim by the Contractor against the Subcontractor (whether in contract, tort or otherwise), the Subcontractor will indemnify the Contractor against any Loss that forms part of a claim by the Contractor against the Subcontractor which the Contractor cannot recover from the Subcontractor because of the operation of the relevant Proportionate Liability Scheme.

30.3 Subcontracts

The Subcontractor must [use best endeavours to include::](#)

(a) in each contract with a subcontractor into which it enters for the performance of the Subcontractor's Activities, include a term that (to the extent permitted by law) excludes the application of a Proportionate Liability Scheme in relation to all and any rights, obligations or liabilities of either party under each subcontract; and

(b) a requirement for each subcontractor to include, in any further contract that it enters into with a third party for the performance of the Subcontractor's Activities, a term that (to the extent permitted by law) excludes the operation of a Proportionate Liability Scheme in relation to all and any rights, obligations or liabilities of either party under each further Contract.

31. Claims and dispute resolution

31.1 Notices of Claims

Except for claims for:

- (a) payment under clause 5.3;
- (b) a Change Direction instructed in accordance with clause 6; or
- (c) the revised bill of quantities under clause 4.3, the Subcontractor must within 60 days of the first occurrence of the direction or other fact, matter or thing upon which the Claim is based, give the Contractor a notice setting out:
 - (c) detailed particulars concerning the direction or other fact, matter or thing upon which the Claim is based;
 - (d) the legal basis for the Claim (and the facts relied upon in support of the Claim in sufficient detail to permit verification); and
 - (e) details of the amount claimed and how it has been calculated, if it wishes to make a Claim against the Contractor in respect of any direction by the Contractor or any other fact, matter or thing (including a breach of the Contract by the Contractor) under, arising out of, or in any way in connection with, the Subcontractor's Activities or the Contract (including anything in respect of which it is otherwise given an express entitlement under the Contract).

31.2 Time Bar

If the Subcontractor fails to comply with clause 31.1:

- (a) the Contractor will not be liable (insofar as it is possible to exclude such liability) upon any Claim by the Subcontractor; and
- (b) the Subcontractor will be absolutely barred from making any Claim against the Contractor, arising out of, or in any way in connection with, the relevant direction or fact, matter or thing (as the case may be) to which clause 31.1 applies.

31.3 Disputes

- (a) Any dispute or difference arising out of, relating to or in connection with:
 - (i) this Contract, or its subject matter (including any question regarding the existence, validity or termination of this Contract); or

(ii) the Subcontractor's Activities, (each a **Dispute**), must be resolved [by discussions between the parties].

(b) All references in this Contract to matters referred for determination under this clause 31 having been "determined", "resolved" or "determined or resolved" mean the matter having been determined or resolved (as applicable) such that neither party may initiate a further process to appeal, set aside or overturn that determination or resolution.

(c) Notwithstanding the existence of a Dispute, except as expressly provided otherwise, each party must continue to perform its obligations under this Contract.

(d) the Contractor may withhold payment of an amount equal to the amount which is the subject of a Dispute.

(e) Nothing in this clause 31 will:

- (i) prejudice the right of a party to institute legal proceedings to seek urgent injunctive relief; or
 - (ii) prevent the Contractor from commencing proceedings in a court of relevant jurisdiction in relation to any act, omission or process made, undertaken or carried out, or purported to be made, undertaken or carried out, under the relevant Security of Payment Legislation.
- (f) The parties agree that any Notice of Dispute and any arbitration are to be confidential.

31.4 Notice of Dispute

Where:

- (a) a Dispute arises which has been referred but not resolved under clause 31.3(a)(ii); and
- (b) either party wishes to have that Dispute resolved or determined, that party must refer the Dispute to arbitration by issuing a Notice of Dispute, which includes a statement that it is a notice under this clause 31.4 (**Notice of Dispute**).

31.5 Arbitration

If a Notice of Dispute is issued under clause 31.4, the arbitration will be conducted in accordance with the following procedure:

- (a) the arbitration will be conducted in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration known as the ACICA Arbitration Rules;
- (b) the seat of the arbitration will be Sydney, Australia;
- (c) the language of the arbitration will be English;
- (d) the arbitral tribunal will have the power to grant all legal, equitable and statutory remedies, except punitive damages;
- (e) any award of the arbitral tribunal will be final and binding upon the parties;
- (f) the arbitration agreement is governed by and must be construed according to the laws applying in New South Wales; and

(g) to the extent permitted by law:

(i) the powers conferred and restrictions imposed on a court by the Proportionate Liability Schemes are not conferred on an arbitral tribunal appointed in accordance with this clause 31.5; and

(ii) the arbitral tribunal has no power to make a binding or non-binding determination or any award in respect of a claim by applying or considering the provisions of a Proportionate Liability Scheme which might, in the absence of this provision, have applied to any dispute referred to the arbitral tribunal.

32. Communications

32.1 Communication requirements

(a) All communications (including all notices, directions, approvals, consents, agreements and responses) relating to this Contract may be given by an agent of the sender and must:

(i) be in writing;

(ii) be in English;

(iii) include all of the details required under this Contract;

(iv) be given within the time provided for in this Contract; and

(v) be signed by or on behalf of the sender (including by way of electronic signature).

(b) The requirement to give a notice including all of the details required under this Contract can only be waived by the Contractor by a notice.

32.2 How to give a communication

Unless specified otherwise in this Contract, a communication which is required by this Contract to be given to a party, must be:

(a) personally delivered;

(b) left at the current postal address for notices of the recipient;

(c) sent to the current postal address for notices of the recipient by pre-paid ordinary mail (or, if the address is outside Australia, by pre-paid airmail);

(d) sent by email to the recipient's current email address for notices;

(e) sent by fax to the recipient's current fax number for notices; or

(f) made available in accordance with the electronic interface systems referred to in Section 7, and, in respect of the notices (issued by the Subcontractor to the Contractor) referred to in clause 32.6(a) only, with a copy to:

Name: Lendlease Services Pty Limited

Address: Level 1, Building 0, Binary Centre, 3

Richardson Place

North Ryde NSW 2113

Fax:

Email: andrew.harrington@lendlease.com

For the attention of: Andrew Harrington, NBN Project Director

32.3 Particulars for delivery of notices

(a) The particulars for delivery of notices are initially stated in Item 11 of Section 3.

(b) Each party may change its particulars for delivery of notices by notice to the other party.

32.4 Receipt of communications

Subject to clause 32.5, a communication given in accordance with clause 32.2 is taken to be received by the party to whom the communication is given in the case of:

(a) delivery by hand, on delivery;

(b) prepaid post:

(i) sent to an address within Australia, 3 Business Days after posting; or

(ii) in any other case, 10 Business Days after posting;

(c) email, on the first to occur of:

(i) receipt by the sender of an email acknowledgment of delivery from the intended recipient's information system;

(ii) the time that communication enters an information system which is under the control of the intended recipient; or

(iii) the time that communication is first opened or read by an employee or officer of the intended recipient;

(d) fax, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and

(e) electronic interface systems referred to in Section 7, on the first to occur of:

(i) the time that communication enters the information system which is under the control of the intended recipient; and

(ii) the time that communication is first accessed by an employee or officer of the intended recipient.

32.5 After hours communications

If a communication is given:

(a) after 5:00 pm in the place of receipt; or

(b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt, it is taken as having been given at 9:00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

32.6 Requirements for formal communications

(a) A notice given under clause 29.1 and 31 must be given by both post and email.

(b) Any process or other document relating to litigation, administrative or arbitral proceedings relating to this Contract may be served by any method contemplated by this clause 32 or in accordance with any applicable law.

33. General

33.1 All Work Included

The Subcontractor:

- (a) acknowledges that the rates and prices in the Schedule of Rates make allowance for all Subcontractor's Activities that may be required to be performed in accordance with this Contract (irrespective of the time of day or night at which those Subcontractor's Activities are performed);
- (b) without limiting clause 33.1(a), has allowed for the provision of all Construction Plant, labour, materials, consumables and other work necessary for the Subcontractor's Activities (whether or not expressly mentioned in a Work Package, Drop Notice or the other provisions of this Contract) in the Schedule of Rates; and
- (c) will not have any Claim arising out of or in connection with any Construction Plant, labour, materials, consumables and other work necessary for the Subcontractor's Activities (unless otherwise expressly provided for in this Contract).

33.2 Separable Portions

- (a) the Contractor may, at any time, direct that a Work Package is undertaken in Separable Portions, in which case, each Separable Portion will be a Work Package for the purposes of this Contract.
- (b) the Contractor may, in a direction under clause 33.2(a), identify, for each Separable Portion, the:
 - (i) portion of the Work Package (including any Design Documents and bill of quantities) comprising the Separable Portion;
 - (ii) Work Package Price; and
 - (iii) reasonable Time for Completion applicable to the Work Package, and the respective size and percentage complete of each Separable Portion.

33.3 Entire Contract

The parties agree that this Contract constitutes the entire contract between the parties in respect of the subject matter of this Contract and supersedes all previous contracts, undertakings and communications, whether written or oral, relating to the subject matter of this Contract (including any assumptions, representations or qualifications made regarding the Schedule of Rates prior to the Award Date).

33.4 Assignment

The Subcontractor must not, without the prior approval of the Contractor and except on the terms determined by the Contractor, assign this Contract or any payment or any other right or benefit or interest under this Contract.

33.5 Duty

- (a) The Subcontractor, as between the parties, is liable for and must pay all duty (including any fine or penalty except where it arises from default by the Contractor) on or relating to this Contract, any document executed under it or any dutiable transaction evidenced or effected by it.
- (b) If the Contractor pays any duty (including any fine or penalty) on or relating to this Contract, any document executed under it or any dutiable transaction evidenced or effected by it, the Subcontractor must pay that amount to the Contractor on demand.

33.6 Joint and several

If the Subcontractor comprises more than one person:

- (a) the obligations and liabilities of those persons are joint and several; and
- (b) the Contractor may proceed against any or all of them for any failure of the Subcontractor to comply with any obligation under or arising from this Contract.

33.7 Indemnities

- (a) Each indemnity in this Contract is a continuing obligation separate and independent from the other obligations of the party.
- (b) It is not necessary for the Contractor to incur expense or to make any payment before enforcing a right of indemnity conferred by this Contract.

33.8 Prohibition and enforceability

- (a) The rights, duties and remedies granted or imposed under the provisions of this Contract operate to the extent not excluded by law.
- (b) Any provision of, or the application of any provision of, this Contract which is:
 - (i) prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition; and
 - (ii) void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

33.9 Legal costs

Each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Contract.

33.10 Amendment

This Contract may only be varied, supplemented or replaced by a document executed by the parties.

33.11 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this Contract does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

33.12 Rights cumulative

Except as expressly stated otherwise in this Contract, the rights of a party under this Contract are cumulative and are in addition to any other rights of that party (whether under this Contract or otherwise at law or in equity).

33.13 Consents

Except as expressly stated otherwise in this Contract, a party may conditionally or unconditionally give or withhold any consent to be given under this Contract and is not obliged to give its reasons for doing so.

33.14 Further steps

Each party must promptly do whatever the other party reasonably requires of it to give effect to this Contract and to perform its obligations under this Contract.

33.15 Governing law and jurisdiction

- (a) This Contract is governed by and is to be construed in accordance with the laws applicable in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

33.16 Counterparts

This Contract may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

33.17 Nature of the relationship

- (a) Except to the extent expressly set out in this Contract, nothing in this Contract constitutes a joint venture, agency, partnership or other fiduciary relationship between the Contractor and the Subcontractor.
- (b) The Subcontractor has no authority to bind the Contractor or NBN Co.

- (c) At all times during the performance of the Subcontractor's Activities, the Subcontractor is an independent contractor and not an employee or agent of the Contractor or NBN Co.

33.18 Reliance by the Contractor

In entering into this Contract, the Contractor relied on the representations and warranties given by the Subcontractor in this Contract, and the Contractor would not have entered into this Contract but for the Subcontractor providing those representations and warranties.

33.19 Survival

- (a) Provisions of this Contract survive termination of the Contract or expiry of the Term which, by their nature, are intended to survive.
- (b) Without limitation to clause 33.19(a), the obligations of the parties under clauses 5.11, 5.12, 11.3, 11.4, 11.5, 11.6, 12, 21, 23, 24, 27, 29.6, 29.7(d), 29.7(e), 29.7(f), 29.8, 31, 32, 33.7, 33.11 and 33.15 and any obligations which are expressed to survive termination of the Contract or expiration of the Term, will survive the frustration, rescission, suspension, termination or expiration of this Contract.

33.20 No double recovery

Notwithstanding that a party to this Contract may have entitlements to compensation under or in respect of different provisions of this Contract in respect of the same Loss, that party may not recover compensation for the same Loss more than once under this Contract.

33.21 No Effect

- (a) Any inspection, audit, security audit, acceptance, certificate, attendance, permission, comment or recommendation by, or on behalf of, the Contractor will not:
 - (i) constitute waiver of any default or acceptance of any act or omission on the part of the Subcontractor; or
 - (ii) affect the Subcontractor's obligation to perform this Contract in accordance with its terms.
- (b) the Contractor does not owe the Subcontractor any duty of care, whether as a result of this Contract or otherwise, in relation to any inspection, audit, security audit, acceptance, certificate, attendance, permission, comment or recommendation.

34. Interpretation and construction

34.1 Interpretation

In this Contract, except where the context otherwise requires:

Activity Scope means the Activity Scope in a Work Package.

Affected Party has the meaning in clause 8.1(c)(i).

Approval includes any licence, permit, consent, accreditation, authorisation, registration, approval, determination, certificate, filing, notice, lodgement, notarisation, permission, direction, order, declaration, authority, exemption, revalidation authorisation or other requirement of any Commonwealth, State, Territory or local authority, body or other organisation having any jurisdiction in connection with the Site, the Works or the Subcontractor's Activities or under any other applicable Legislative Requirement, which must be obtained or satisfied to:

- (a) carry out the Subcontractor's Activities; or
- (b) service and use the completed Works.

Approved Cure Plan has the meaning in clause 29.2(b).

Artefact means any fossils, bones, artefacts, coins, articles of antiquity, structures or other remains, or things or structures of a scientific, geological, historical, cultural, heritage, archaeological or Aboriginal nature or interest, or things otherwise of value.

As-Built Drawings means the final version of the Design Documents for a Work Package:

- (a) which have been updated to reflect the Works at Completion; and
- (b) in respect of which a Completion Certificate has been issued.

Australian Standards means the standards produced by Standards Australia Ltd.

Authority means any:

- (a) government agency, department or Minister;
- (b) local government council;
- (c) other municipal, government or statutory authority; and
- (d) court or tribunal with relevant jurisdiction, but, unless expressly stated, does not include the Subcontractor, the Contractor or NBN Co.

Award Date means the date of execution of the Formal Agreement.

Best Industry Practice means engineering, procurement, construction and commissioning practices which optimise safety, efficiency, durability and performance, and minimise environmental impacts, consistent with recognised standards, methods, Legislative Requirements and the most up-to-date Australian practices as would be used by leading, highly

skilled and experienced contractors for services similar to the Subcontractor's Activities.

Bill of As-Built Quantities means the final bill of quantities, determined in accordance with clause 4.3.

Building Code has the meaning in clause 16(a).

Building Code 2014 has the meaning in clause 16(k).

Building Work has the meaning in the *Fair Work (Building Industry) Act 2012* (Cth).

Business Day means a day which is not a Saturday, Sunday, bank holiday or public holiday in the capital city of the State or Territory in which the Subcontractor's Activities are being performed, except in the case of clauses 5.5, 5.6 and 5.7 in which case, it means, to the extent that the Subcontractor's Activities are carried out in:

- (a) New South Wales or Western Australia - days other than:
 - (i) a Saturday or Sunday or the 27th, 28th, 29th, 30th or 31st day of December; or
 - (ii) a public holiday in the State or Territory in which the Site is situated;
- (b) Victoria - days other than:
 - (i) a Saturday or Sunday; or
 - (ii) a day that is partly or wholly observed as a public holiday throughout Victoria;
- (c) Northern Territory - days other than:
 - (i) a Saturday or Sunday; or
 - (ii) a public holiday in the Northern Territory;
- (d) South Australia - days other than:
 - (i) a Saturday or Sunday or the 27th, 28th, 29th, 30th or 31st day of December;
 - (ii) a public holiday in the State of South Australia; or
 - (iii) any other day on which there is a State-wide shutdown of the operations of the building and construction industry;
- (e) Tasmania - days other than:
 - (i) a Saturday or Sunday; or
 - (ii) a statutory holiday as defined in the *Statutory Holidays Act 2000* (Tas);
- (f) Australian Capital Territory - days other than:
 - (i) a Saturday or Sunday or the 27th, 28th, 29th, 30th or 31st day of December; or
 - (ii) a public or bank holiday in the Australian Capital Territory under the *Holidays Act 1958* (ACT); or
- (g) Queensland - a business day as that term is defined in section 36 of the *Acts Interpretation Act 1954* (Qld).

Carrier Powers has the meaning in clause 7.4(a)(i).

Change Direction means a direction issued by the Contractor under clause 6.2.

Change Request means a request issued by the Contractor under clause 6.1.

Claim includes any claim for payment of money (including damages) or any other relief or remedy:

- (a) under, arising out of, or in any way in connection with, this Contract, including any direction of the Contractor;
- (b) arising out of, or in any way in connection with, the Subcontractor's Activities, the Works or either party's conduct before this Contract; or
- (c) otherwise at law or in equity including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution.

Cloud Infrastructure means cloud computing software, hardware or other infrastructure or services, whether public, private, community based or otherwise.

Commonwealth means the Commonwealth of Australia.

Commencement Date means the Commencement Date for a Work Package set out in that Work Package.

Completion means that stage in the carrying out and completion of the Subcontractor's Activities in respect of a Work Package or Drop Notice when:

- (a) the Works have been completed in accordance with this Contract, except for minor Defects which:
 - (i) do not prevent the Works from being reasonably capable of being used for the intended purpose of the Works; and
 - (ii) can be corrected without prejudicing the convenient use of the Works;
- (b) those tests which are required by this Contract to be passed before Completion have been carried out and passed;
- (c) all documents (including the As-Built Drawings) and other information required under this Contract which are necessary for the use, operation and maintenance of the Works have been supplied;
- (d) all certificates and approvals required to be given or issued by any Authority or other certifier required at law before the Works can be occupied and used have been provided to the Contractor; and
- (e) the Subcontractor has rehabilitated the Site in accordance with clause 8.6.

Completion Certificate means a certificate issued by the Contractor in accordance with clause 4.2(b) (in the form provided by the Contractor).

Confidential Information means all:

- (a) information, which, either orally or in writing, is designated or indicated as being proprietary or confidential information;
- (b) trade secrets or other types of information which are capable of protection at law or equity as confidential information;
- (c) information from a third party, where a party is advised by the other party that such information is confidential; and
- (d) information derived or produced, partly or wholly, from the information referred to above, including any calculation, conclusion, summary or computer modelling, whether the information was disclosed;
- (e) orally, in writing or in electronic or machine readable form;
- (f) before, on or after the Award Date; or
- (g) in the course of discussions between the parties, and in each case which is not in the public domain.

Consequential Loss means any liability or claim suffered or incurred by any person (including under an indemnity) whether arising in contract, tort, under statute or on any other basis in law or equity for:

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of production;
- (d) loss of goodwill;
- (e) loss of business opportunity; or
- (f) without limiting (a) - (e), losses other than those losses that may fairly and reasonably be considered as naturally flowing from the breach of the Contract as the probable result of the breach of the Contract.

Construction Plant means appliances, items of plant machinery, tools, equipment, spare parts and consumables owned, operated or utilised by the Subcontractor for the purpose of undertaking the Subcontractor's Activities but not forming part of the Works.

Construction Work has the meaning in applicable WHS Laws.

Contract means the contractual relationship between the parties constituted by:

- (a) the Formal Agreement; and
- (b) Sections 1 - 8.

Contract Material means:

- (a) any Material which the Subcontractor is required to provide to the Contractor under this Contract; and
- (b) any Material created, collected, recorded, written, developed or otherwise brought into existence (whether before, on or after the Award Date) by or on behalf of the Subcontractor in the course of performing, or as part of,

any of the Subcontractor's Activities or otherwise in connection with this Contract.

Contract Particulars means the particulars in Section 3.

Contractor Associate means any Related Body Corporate of the Contractor, any officer, employee, agent, contractor, consultant or adviser (including any subcontractors whether directly or indirectly engaged) of the Contractor or a Related Body Corporate of the Contractor, but does not include the Subcontractor or any Subcontractor Associate.

Contractor Management Systems means any contractor management systems required by the Contractor, including subsidiary systems, plans, supporting documents and information subsidiary to those systems, as updated, amended and developed in accordance with the Work Package and clause 19.

Contractor Material means any Material provided by the Contractor to the Subcontractor for the purposes of, or otherwise in connection with, the performance of the Subcontractor's Activities.

Contractor Risk means:

- (a) earthquake or meteor;
- (b) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;
- (c) act of public enemy, terrorism, sabotage, civil unrest or revolution;
- (d) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel; or
- (e) confiscation, nationalisation, requisition, expropriation or embargo by or under the order of any Authority.

Contractor's Representative is the person identified as such in Item 14 of Section 3.

Control has the meaning set out in section 50AA of the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Critical Risk Controls means the document titled "Critical Risk Controls" provided by the Contractor to the Subcontractor (as amended from time to time).

Cultural Heritage Management Plan means the cultural heritage management plan required in accordance with Legislative Requirements.

Date of Completion means, in respect of a Work Package, the date set out in a Completion Certificate.

Deed of Guarantee and Indemnity means a deed of guarantee and indemnity in the form provided by the Contractor.

Default Notice has the meaning in clause 29.1.

Defect means any defect, shrinkage, fault or omission in the Works, including any aspect of the Works which is not in accordance with the requirements of this Contract.

Defects Liability Period means, in respect of a Work Package or a Drop Notice, the date which is 12 months after the Date of Completion, as extended by clause 13.2(f).

Design Documents means the detailed design documents for the construction of the Works under a Work Package, attached to that Work Package.

direction includes agreement, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

Discloser in respect of Confidential Information, has the meaning in clause 24.1.

Dispute has the meaning in clause 31.3(a).

Draft Cure Plan has the meaning in clause 29.2(a)(ii).

Drop Notice has the meaning in clause 3.5.

Environment includes:

- (a) ecosystems and their constituent parts, including people and communities;
- (b) natural and physical resources;
- (c) the qualities and characteristics of locations, places and areas;
- (d) heritage values of places; and
- (e) the social, economic and cultural aspects of a thing mentioned in paragraph (a), (b), (c) or (d).

Environmental Hazard means any material adverse impact on the Environment.

Environmental Law means all Legislative Requirements, codes of practice and mandatory policies relating to the Environment and pertaining to the Subcontractor's Activities.

Expert Agreement means the form of agreement available on request to the Contractor.

Facilities Access Requirements means the:

- (a) Utility Facilities Access Requirements; and
- (b) Telstra Requirements.

Formal Agreement means the formal agreement to which the Sections of this Contract are attached.

GST is defined in section 195-1 of the GST Act.

GST Act means *A New Tax System (Goods and Services Act) 1999* (Cth).

Guarantor means a guarantor for the Subcontractor as may be required by the Contractor in accordance with clause 10.5.

Hazardous Materials means any material or substance which, because it possesses some dangerous characteristic, would or might reasonably be expected to cause damage or injury to any person, any property or the Environment.

Head Contract means the MIMA contract between Lendlease Services and NBN dated 26 August 2015.

HSE means health, safety and environment.

HSE Laws means:

- (a) WHS Laws; and
- (b) Environmental Law.

HSE Management Plan has the meaning in clause 19.2.

HSE Management System means the HSE management system which complies with clause 19.1(b).

Indemnified Person has the meaning in clause 11.3.

Industrial Action means industrial action (including potential or threatened industrial action) of any description including any action of the following kinds:

- (a) the performance of work by any person employed or engaged by the Subcontractor or Subcontractor Associates in a manner different from that in which it is customarily performed, or the adoption of a practice in relation to work, the result of which is a restriction or limitation on, or a delay in, the performance of work;
- (b) a ban, limitation or restriction on the performance of work by any person employed or engaged by the Subcontractor or Subcontractor Associates, or on the acceptance of or offering for work by such a person;
- (c) a failure or refusal by any person employed or engaged by the Subcontractor or Subcontractor Associates to attend for work; and
- (d) a failure or refusal by any person employed or engaged by the Subcontractor or Subcontractor Associates who attend for work to perform any work.

Insolvency Event means, in relation to an entity, any of the following events:

- (a) a receiver, manager, receiver and manager, trustee, administrator, Controller (as that term is defined in section 9 of the Corporations Act) or similar officer is appointed in respect of the entity or any asset of the entity;

- (b) a liquidator or provisional liquidator is appointed in respect of the entity;
- (c) any application is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in paragraphs (a) or (b);
 - (ii) winding up the entity; or
 - (iii) proposing or implementing a scheme of arrangement in respect of the entity, and that application is not withdrawn or dismissed within 10 Business Days;
- (d) a moratorium of any debts of the entity, or an official assignment or a composition or an arrangement (formal or informal) with the entity's creditors, or any similar proceeding or arrangement by which the assets of the entity are subjected conditionally or unconditionally to the control of the entity's creditors, is ordered, declared or agreed to, or is applied for and application is not withdrawn or dismissed within 10 Business Days;
- (e) the entity becomes, admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts;
- (f) any writ of execution, garnishee order, *mareva* injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of the entity; or
- (g) any act is done or event occurs which under the laws from time to time of a country other than Australia has an analogous or similar effect to any of the events in paragraphs (a) to (f).

Intellectual Property Rights include any intellectual and industrial property rights throughout the world, whether subsisting now or in the future, including rights of any kind in:

- (a) literary works, dramatic works, musical works, artistic works, cinematograph films, television broadcasts, sound broadcasts, published editions of works and any other subject matter in which copyright (including future copyright and rights in the nature of or analogous to copyright) may, or may upon creation of the subject matter, subsist anywhere in the world;
- (b) registered and unregistered trade and service marks;
- (c) inventions, discoveries and novel designs, whether or not registered or registrable as patents, innovation patents or designs, including developments or improvements of equipment, technology, processes, methods or techniques;
- (d) internet domain names;
- (e) trade, business or company names;
- (f) confidential information and trade secrets;
- (g) proprietary rights under the *Circuit Layouts Act 1989* (Cth);

(h) any application or the right to apply for registration of any of the rights referred to in paragraphs (a) to (g); and
(i) any letters patent or registration in respect of any of the rights referred to in paragraphs (a) to (g),
whether created or in existence before or after the date of this Contract and includes any thing, whether tangible or intangible, which incorporates, embodies or is based on any of the things referred to in paragraphs (a) to (g).

Interference with Privacy means:

- (a) an interference with the privacy of an individual as that term is defined in a Privacy Act; or
- (b) a breach of any requirement of a Privacy Act.

Item means an item in the Contract Particulars.

Legislative Requirement includes:

- (a) Acts, Ordinances, regulations, by-laws, orders, codes, awards and proclamations of the State or Territory in which the Subcontractor's Activities are being performed, including Commonwealth legislation applicable to a Site, the Subcontractor's Activities, the Subcontractor, and the Building Code of Australia, the National Standard For Construction Work [NOHSC: 1016 (2005)] and any other standards or codes specified in this Contract or notified to the Subcontractor by the Contractor;
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Subcontractor's Activities; and
- (c) fees and charges payable in connection with the foregoing.

Loss means all losses, liabilities, damages and claims, and all related costs and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties).

Management Plans means:

- (a) HSE Management Plan;
- (b) Project Management Plan;
- (c) Quality and Defect Management Plan;
- (d) Cultural Heritage Management Plan; and
- (e) Security Procedure Management Plan.

Material means tangible and intangible information, documents, reports, software (including source and object code), inventions, data and other materials in any media whatsoever.

Moral Rights means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature conferred by statute (including the *Copyright Act 1968*

(Cth)) or otherwise anywhere in the world that may exist or that may come to exist in the future.

Native Title means, in respect of the Site or the Subcontractor's Activities, native title rights and interests recognised or capable of being recognised under the *Native Title Act 1993* (Cth), whether or not a determination has been made in relation to the existence of such native title rights and interests under the *Native Title Act 1993* (Cth), or a Native Title Application has been made in relation to such native title rights and interests.

Native Title Application means an application for the recognition of Native Title under the *Native Title Act 1993* (Cth) in respect of the Site or the Subcontractor's Activities.

NBN Brand means NBN, NBN Co and any other brand specified in the NBN Brand Terms.

NBN Brand Terms means any agreement between NBN Co and the Subcontractor, from time to time, in relation to NBN Brand use.

NBN Co Incident Management Procedure for Contractors means the NBN Co document titled "HSE Incident Management Procedure for Contractors" provided by the Contractor to the Subcontractor as amended from time to time.

NBN Co Insurance Program has the meaning in clause 12.6(a).

NBN Co Supplied Equipment means the equipment identified by the Contractor as being available by order (access to which will be provided to the Subcontractor).

Non-executable Premises means a premise that has been incorrectly identified or is not able to be completed by the Subcontractor in accordance with the process described in the Activity Scope.

Non-executable Premises Allowance means any amount included in the Work Package Price on account of a Premises which has subsequently become a Non-executable Premises.

Notice of Dispute has the meaning in clause 31.4.

Notifiable Change means the categories of IFDVs as set out in the Telstra Requirements in Section 7.

Notifiable Incident has the meaning in the *Work Health and Safety Act 2011* (Cth) and in applicable WHS Laws (including equivalent provisions in non-harmonised legislation).

Open Book Basis means the Subcontractor will:

(a) provide all information required by the Contractor on an "open book", cost transparent basis;

(b) if required by the Contractor, make available the appropriate personnel to explain the basis on which a particular calculation has been made;

(c) to the extent required, provide a full breakdown of the calculation of all relevant preliminaries, overhead, labour, equipment, materials, subcontract and other costs in a clear and transparent manner, including all working papers, calculations, source documents, records and other relevant documents and information; and

(d) allow the Contractor full review and audit rights (except to the extent such disclosure would result in the Subcontractor breaching its confidentiality obligations to an employee or is otherwise restricted by a Legislative Requirement).

Other Notifiable Incident has the same meaning as in the NBN Co Incident Management Procedure for Subcontractors.

Personal Information has the meaning in clause 25(a).

Panel means the panel of subcontractors selected by the Contractor for the performance of the Project.

Pollution includes any solid, liquid, gas, odour, heat, sound, vibration, radiation or substance which makes or may make the Environment:

(a) unsafe or unfit for habitation or occupation by human beings or animals;

(b) degraded in its capacity to support plant life;

(c) contaminated; or

(d) otherwise environmentally degraded,

but does not include any such thing if it is reasonable to expect that it will occur in connection with the performance of the Subcontractor's Activities in accordance with this Contract.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPS Register means the Personal Property Securities Register established under the PPSA.

Pre-construction Review Activities means the activities described as such in the Activity Scope.

Pre-Existing Material is Contract Material which:

(a) existed, in substantially the same form and with substantially the same contents, prior to the Award Date;

(b) is the property of the Subcontractor or a subcontractor; and

(c) is of general application and does not relate specifically to the Project or the Subcontractor's Activities or to operations, responsibilities or business interests of the Contractor.

Premises means one or more unambiguously identified addresses or locations in Australia, however identified and whether or not a dwelling or structure exists at the address or on the location, which the Subcontractor is required to connect to (either directly or indirectly including via a node) under this Contract.

Privacy Acts means:

(a) the *Privacy Act 1988* (Cth);

(b) any legislation (to the extent that such legislation applies to the Contractor or the Subcontractor or any other recipient of Personal Information) from time to time in force in any Australian jurisdiction (which includes the Commonwealth and any State or Territory of Australia) or non-Australian jurisdiction (to the extent that the Contractor or any Personal Information of the Subcontractor is subject to the laws of that jurisdiction) affecting privacy, Personal Information or the collection, handling, storage, processing, use or disclosure of data; and

(c) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued thereunder, as amended from time to time.

Privacy Regulator includes:

(a) the Office of Australian Information Commissioner; and

(b) any other person or body that is responsible for the administration or enforcement of a Privacy Act.

Project means the national broadband network project.

Project Management Plan means the Subcontractor's plan to manage the Subcontractor's Activities which must, as a minimum, address the matters referred to in Item 15 in Section 3.

Proportionate Liability Schemes means:

(a) Part 4 of the *Civil Liability Act 2002* (NSW);

(b) Part 3 of the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);

(c) Part 1F of the *Civil Liability Act 2002* (WA);

(d) Part 9A of the *Civil Liability Act 2002* (Tas);

(e) Part IVAA of the *Wrongs Act 1958* (VIC);

(f) Chapter 2, Part 2 of the *Civil Liability Act 2003* (Qld);

(g) the *Proportionate Liability Act 2005* (NT);

(h) Chapter 7A of the *Civil Law (Wrongs) Act 2002* (ACT);

(i) Part VIA of the *Competition and Consumer Act 2010* (Cth);

(j) sections 1041L - 1041S of the *Corporations Act*; and

(k) sections 12GP - 12GW of the *Australian Securities and Investment Commission Act 2001* (Cth), and any statutory provisions which are of similar effect in any State or Territory.

Proposed Quantity Change has the meaning in clause 3.4.

Provisional Sum Cost means, in respect of any Provisional Sum Work, the amount properly and actually incurred and payable by the Subcontractor to a subcontractor for the performance of Provisional Sum Work (as shown in an invoice from the relevant subcontractor) excluding:

- (a) any amounts incurred for correcting Defects or overcoming any other failure of the Subcontractor to comply with its obligations under this Contract;
- (b) any amounts incurred by reason of any breach of contract or other wrongful act or omission by the Subcontractor (including any failure to have provided the documentation required by clause 4.4(a));
- (c) other quantities not properly incurred in respect of (or not necessary for) the performance of the Provisional Sum Work; and
- (d) any amounts which this Contract provides are to be borne by the Subcontractor or to be a debt due from the Subcontractor to the Contractor.

Provisional Sum Cost Trigger means that the Subcontractor has received an invoice from a subcontractor, in respect of a Work Package, for a Provisional Sum Cost which is equal to or exceeds \$30,000 (ex GST).

Provisional Sum Work means the Subcontractor's Activities referred to in a line item in the Schedule of Rates for which there is no rate or price.

Putative Change Direction means a direction of the Contractor which the Subcontractor considers to be a Scope Change where the direction has not been issued as a Change Direction.

Quality and Defect Management Plan means the Subcontractor's plan to manage quality and defect rectification which must, as a minimum, address the matters referred to in Item 16 of Section 3.

Quantity Change has the meaning in clause 3.4.

Recipient, in respect of Confidential Information, has the meaning in clause 24.1.

Reference Documents means the reference documents listed in the Work Package (as may be updated by the Contractor in accordance with clause 35.3) and available on request from the Contractor.

Related Body Corporate has the meaning in the Corporations Act.

Related Entity has the meaning in the Building Code.

Reputable Insurer means an insurance company having a rating for its senior long term indebtedness of at least 'A-' given by Standard & Poor's or an equivalent long term rating published by Moody's Investors Service, Inc.

Required Rating means a rating of no less than A for senior long term indebtedness given by Standard & Poor's, or an equivalent long term rating published by Moody's Investors Service, Inc.

Schedule of Rates means the schedule of rates and prices in Section 5.

Schedule of Rates Change means, to the extent that there is no rate or price in the Schedule of Rates that is directly applicable to the Subcontractor's Activities the subject of a Change Direction, a change to the relevant Schedule of Rates (to adjust, add or remove a rate or price from the Schedule of Rates).

Scheme has the meaning in clause 19.8(a).

Scope Change means a change to the Works or Subcontractor's Activities including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Works or Subcontractor's Activities.

Security means security provided in accordance with clause 6.

Security Interest has the meaning in the PPSA.

Security of Payment Legislation means

- (a) *Building and Construction Industry Security of Payment Act 1999* (NSW);
- (b) *Building and Construction Industry Security of Payment Act 2002* (Vic);
- (c) *Building and Construction Industry Payments Act 2004* (Qld);
- (d) *Construction Contracts Act 2004* (WA);
- (e) *Construction Contracts (Security of Payments) Act 2004* (NT);
- (f) *Building and Construction Industry Security of Payment Act 2009* (Tas);
- (g) *Building and Construction Industry (Security of Payment) Act 2009* (ACT);
- (h) *Building and Construction Industry Security of Payment Act 2009* (SA); and
- (i) any legislation in other States and Territories of Australia addressing security of payment in the building and construction industry.

Security Procedure Management Plan means the Subcontractor's plan to manage security procedure which must, as a minimum, address the matters identified in Section 8.

Selected Subcontractors means any subcontractor which the Contractor notifies the Subcontractor is a Selected Subcontractor.

Separable Portion means a portion of the Subcontractor's Activities as directed by the Contractor under clause 33.2.

Site means that part of the land or place described in a Work Package to which the Subcontractor requires access in order to carry out the Subcontractor's Activities and includes any place where the Subcontractor's Activities are performed.

StreamLine Platform means all software and all functionality and capability associated with the software known as the "StreamLine Platform" in which Subcontractor or its Related Bodies Corporate owns all rights, title and Intellectual Property Rights (whether registered or not) and which it uses in its business for, including but not limited to, customer acquisition and quoting, scheduling and ticket of work management, invoicing, reconciliation and payments, logistics management, contractor management, booking and despatching jobs, and includes the Intellectual Property Rights in the same.

Subcontractor Associate means any Related Body Corporate of the Subcontractor and any officer, employee, agent, contractor, consultant or adviser (including subcontractors whether directly or indirectly engaged) of the Subcontractor or a Related Body Corporate of the Subcontractor (excluding the Contractor or any Contractor Associate) who performs or may perform work in connection with the Subcontractor's Activities.

Subcontractor Insurances means the insurances which the Subcontractor must procure and maintain, identified in Item 7 of Section 3.

Subcontractor's Activities means all tasks or things which the Subcontractor is required to do to carry out and complete under this Contract, including Change Directions, remedial work, Construction Plant and Temporary Work and all things, works and services necessary to otherwise comply with its obligations under this Contract.

Subcontractor's Representative is the person identified in Item 13 of Section 3.

Tax Invoice means an invoice which complies with the GST Act relating to the production and form of tax invoices for GST purposes.

Telecommunications Act means the *Telecommunications Act 1997* (Cth).

Telecommunications Code means the *Telecommunications Code of Practice 1997* (Cth).

Telstra Requirements means the requirements set out in Section 7.

Temporary Works means any temporary physical things and works which the Subcontractor must design, supply or construct, install, produce or complete under this Contract for the purposes of carrying out the Subcontractor's Activities including those temporary physical things and works generally described in each Work Package.

Term has the meaning in clause 2.

Time for Completion means the date for Completion of a Work Package.

Utility Facilities Access Requirements means the requirements under facilities access agreements provided by the Contractor (as may be amended or added in accordance with clause 8(c)).

Utility Service means any utility service, including water, electricity, gas, LPG, telephone, drainage, waste, sewerage and electronic communications.

WHS means work health and safety.

WHS Laws means all Legislative Requirements relating to work health and safety as well as all codes of practice relating to WHS and pertaining to the Subcontractor's Activities (noting codes of practice are only legislative requirements if specified in this Contract or notified by the Contractor).

Work Package means a work release agreed between the Contractor and the Subcontractor in accordance with clause 3.

Work Package Price means the amount set out in the Work Package, estimated by the Contractor with respect to the Works under that Work Package, calculated by applying the bill of quantities forming part of the Work Package to the applicable rates and prices set out in Section 5. The Work Package Price does not include provision for:

- (a) Pre-construction Review Activities;
- (b) Rock;
- (c) Provisional Sum Work; or
- (d) Change Directions.

Works means the physical works which the Subcontractor must construct and complete under a

Work Package or a Drop Notice in accordance with this Contract.

35. Documents and Construction

35.1 Rules of construction

- (a) In the event of any ambiguity, discrepancy or inconsistency between the documents which form this Contract:
- (i) the order of precedence in Item 17 of Section 3 will apply; and
 - (ii) notwithstanding clause 35.1(a)(i):
 - (A) the higher level of quality will apply;
 - (B) figured dimensions will take precedence over scaled dimensions; and
 - (C) drawings made to larger scales will take precedence over drawings made to smaller scales.
- (b) Where an ambiguity, discrepancy or inconsistency cannot be resolved by applying the rules of construction in clause 35.1(a), the Contractor will direct the Subcontractor as to the interpretation to be followed.

35.2 Construction of Contract

Unless expressed to the contrary, in this Contract:

- (a) headings are for convenience only and do not affect the interpretation of this Contract;
- (b) words in the singular include the plural and vice versa;
- (c) any gender includes the other genders;
- (d) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (e) the words "includes" and "including" and any variants of those words will be read as if followed by the words "without limitation";
- (f) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (g) a reference to:
 - (i) a person includes an individual, firm, partnership, joint venture, unincorporated association, corporation and a government or statutory body or Authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes any corresponding later legislation or subordinate legislation;

- (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (v) a right includes a benefit, remedy, discretion or power;
- (vi) time is to local time in the capital of the State or Territory in which the Subcontractor's Activities have or will be performed;
- (vii) "\$" or "dollars" is a reference to Australian currency;
- (viii) this Contract or any other deed, agreement or instrument includes this Contract or any other deed, agreement or instrument as amended, novated, supplemented, varied or replaced and despite any change in the identity of the parties;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmission;
- (x) a thing (including any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xi) a party, clause or Section is a reference to a party, clause or Section, as the case may be, of this Contract;
- (h) if an obligation binds two or more parties, they are jointly and severally liable for that obligation;
- (i) if the date on or by which any act must be done under this Contract is not a Business Day, the act must be done on or by the next Business Day; and
- (j) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

35.3 Reference Documents

- (a) The Reference Documents attached to a Work Package form part of that Work Package.
- (b) the Contractor will notify the Subcontractor of:
 - (i) any updates to those Reference Documents; or
 - (ii) any new Reference Documents, by issuing a Change Direction, in which case, the Subcontractor must comply with those updated or new Reference Documents.

35.4 Additional reference documents

- (a) The Subcontractor may request from the Contractor access to additional reference documents regarding a Work Package (in which case, the Contractor will use its best endeavours to provide the Subcontractor with access to those additional reference documents).
- (b) Any reference documents to which access is provided by the Contractor in accordance with clause 35.4(a):
 - (i) are provided for information purposes only;
 - (ii) do not constitute a direction by the Contractor;
 - (iii) do not give rise to any Claim; and

(iv) do not form part of any Work Package, and the Subcontractor is not required to comply with those additional reference documents.

35.5 Critical Risk Controls

The Subcontractor must comply with the Critical Risk Controls.

35.6 Compliance with Australian Standards

Where this Contract requires (whether expressly or by necessary implication) the Subcontractor to comply with an Australian Standard, the Subcontractor will have no Claim arising out of or in connection with compliance with that Australian Standard.

Section 3: Contract Particulars

1.	Number of Business Days for payment Clause 5.7	20 Business Days from the receipt of a payment claim.
2.	Interest Rate Clause 5.11(a)	A rate equivalent to 2% per annum above the base funding rate or base rate (or similar expression) published by the Commonwealth Bank of Australia (or such other bank as the Contractor may notify from time to time) during any period in which an amount payable able under this Contract remains unpaid.
3.	Appointed Adjudicator/ Prescribed Appointer /Authorised Nominating Authority Clause 5.15(f)	To the extent that the relevant part of the Contractor's Activities is carried out in: 1. the Northern Territory or Western Australia - the prescribed appointer is the Chair of the Institute of Arbitrators and Mediators Australia, Northern Territory Chapter or Western Australian Chapter (as the case may be); or 2. any other State or Territory, the Chair of the Institute of Arbitrators and Mediators Australia of the Chapter in that State or Territory.
4.	Approvals to be obtained by Contractor Clause 7.2(a))	The Contractor will ensure that the owner and occupier of each end user premise to which a FTTP Solution relates, all notices which are required to enable NBN Co to exercise its carrier powers under Schedule 3 of the Telecommunications Act.
5.	Form of Security Clause 10.1(a)(i)	Security to be provided by the Subcontractor as follows: 1) Retention monies in accordance with clause 10.2; 2) Two Bank Guarantees; each in the amount of 2.5% of the Work Package Price.
6.	Liability Cap Clause 11.4	Subcontractor Liability Cap: 100% of the aggregate amounts paid or payable to the Subcontractor by the Contractor under this Contract. Contractor Liability Cap: 50% of the aggregate amounts paid or payable by the Contractor to the Subcontractor under this Contract.
7.	Minimum Terms of Subcontractor Insurances and Prescribed Period of Insurance Clause 12	<u>Motor Vehicle Insurance:</u> Insured: Subcontractor and subsidiary/affiliate companies as applicable. Sum insured: Third Party Property Damage: \$20,000,000 CTP: as per statutory requirements Scope of Cover: To cover against: (a) any loss and/or damage to motor vehicles presently existing or hereinafter acquired, owned, hired, leased, rented, loaned, borrowed or used by the Contractor; and/or (b) any legal liability arising from third party property damage arising out of or in connection with the use of any motor vehicle in the contractor's performance of its obligations under this Contract. For risks: Anywhere in the Commonwealth of Australia. Period: Annually renewable for duration of this Contract. <u>Worker's Compensation Insurance:</u> Insured: Subcontractor and subsidiary/affiliate companies as applicable. Sum insured: As required by law. Scope of Cover: As required by law. For risks: Anywhere in the Commonwealth of Australia. Period: Until later of: (a) Termination of this Contract; and (b) Expiration of this Contract.
8.	NBN Co Insurances Clause 12.6(a)	<u>Contract Works Insurance – Material Damage</u> Insured: NBN Co and subsidiary companies, Contractor, Subcontractor and subcontractors

		<p>Sum insured: Full reinstatement cost of the Works which shall include as a minimum temporary works, cost of demolition, removal of debris and escalation.</p> <p>Scope of Cover: To cover against any loss or damage to motor the Works and/or temporary works, materials and suppliers (including NBN Co supplied equipment and property) and all other property of every kind and description whether owned, occupied or held in trust or on commission by or under the care, custody or control by any of the insured. Construction Plant and equipment is excluded.</p> <p>For risks: Anywhere in the Commonwealth of Australia.</p> <p>Period: Commencement of Subcontractor's Activities to Completion plus defects Liability Period coverage per policy.</p> <p>Contract Works Insurance – Public Liability</p> <p>Insured: NBN Co and subsidiary companies, Contractor, Subcontractor and subcontractors</p> <p>Sum insured: \$100,000,000 each and every occurrence in respect of Public Liability and \$100,000,000 in the annual aggregate in respect of Product Liability and Completed Operations.</p> <p>Scope of Cover: To cover legal liability for claims in respect of:</p> <ul style="list-style-type: none"> (a) Physical loss, destruction or damage to real or personal property including consequential economic loss; (b) Personal injury, disease or death of any person including resultant economic loss; and or (c) Obstruction, loss of amenities, trespass, nuisance, interference, denial of access or any like cause, <p>Sustained as a result of an occurrence and arising out of or in connection with the Subcontractor's performance of its obligations under this Contract.</p> <p>For risks: Anywhere in the Commonwealth of Australia.</p> <p>Period: Commencement of Subcontractor's Activities to Completion plus Defects Liability Period coverage per policy.</p>
9.	Period of Defects Liability Period Extension Clause 13.2(f)	12 months
10.	HSE Management Plan Clause 19.2	The HSE Management Plan must be in accordance with the document titled "Requirements for Health, Safety & Environmental Management Plans" provided by the Contractor to the Subcontractor from time to time.
11.	Particulars for Delivery of Notices Clause 32.3(a)	<p>Subcontractor: [REDACTED]</p> <p>Contractor: Lendlease Services FAO: Contractor's Representative – Mr Anthony Hodge Address: Level 6, 476 St Kilda Road, Melbourne Victoria 3004 Email: nbntelstrahfc@lendlease.com</p>
12.	Contractor Management Systems Clause 34.1	As required
13.	Subcontractor's Representative Clause 34.1	[REDACTED]
14.	Contractor's Representative	<p>Nam [REDACTED]</p> <p>Title: [REDACTED]</p>

	Clause 34.1	Contact Address: [REDACTED] Contact Phone: [REDACTED] Contact Email: [REDACTED]
15.	Project Management Plan Requirements Clause 34.1	Plan to include but not limited to: <ul style="list-style-type: none"> a. Definition of project management team organization and personnel roles& responsibilities b. Full process description to receive , plan , assign, construct and close out of work package (step by step/notional timeframe /all decision points/person responsible) c. Work progressing d. Management of sub-contractors e. Internal & external reporting protocols f. Management of stores-particularly FIM g. HSEQ h. Contract administration of this agreement i. Other all required to manage the Subcontractor scope of work
16.	Quality and Defect Management Plan Requirements Clause 34.1	The Quality and Defect Management Plan must specify: <ul style="list-style-type: none"> (i) the processes and procedures (and associated resources) which are to be put in place to meet the quality requirements of the Contract; (ii) the names, positions and responsibilities of all persons whose positions or roles involve specific quality and defect management in connection with the Contract; and (iii) any timeframes associated with the processes and procedures referred to in subparagraph (i). The Quality and Defect Management Plan must effectively address: <ul style="list-style-type: none"> (i) quality control, quality assurance and quality improvement for the Contractor's Activities; (ii) quality performance reporting, communications plan and quality performance review forums including (as a minimum): <ul style="list-style-type: none"> (A) quality performance reports must include lead and lag indicators and provide visibility of corrective and preventative actions; (B) lead indicators must provide a measure of implementation compliance with the Quality and Defect Management Plan (for example quality control and quality assurance activities performed as against scheduled; quality control results summary; quality assurance results summary; and quality improvement activities summary); (C) lag indicators must provide a measure of the effectiveness of the Quality and Defect Management Plan and report performance against the quality targets defined in the Quality and Defect Management Plan; and (D) reports may include performance by build item/asset or build phase for the purpose of identifying quality improvement opportunities
17.	Order of Precedence Clause 35.1(a)(i)	<ul style="list-style-type: none"> (a) Section 1; (b) Section 2; (c) Section 3; (d) Section 4; (e) Section 5; (f) Section 6; (g) Section 7; (h) Section 8; (i) Section 9; (j) Section 10; and (k) Section 11. (L) Section 12

Section 4: Work Package Template

WORK PACKAGE

SUBCONTRACTOR

CONTRACT NUMBER

WORK PACKAGE No.

Lendlease Services Pty Limited (Contractor) issues this Work Package pursuant to clause 3 of the Contract dated ____/____/20____, between the Contractor and [insert name of Subcontractor] (Subcontractor) with the Contract Number specified above.

The Contractor instructs the Subcontractor, and the Subcontractor agrees, to undertake the Works described below within the parameters set out below, but at all times in accordance with the terms and conditions of the Contract.

Clause	Item	Description
1	Contractor's Representative	[Insert name, title] Address: [] Telephone: [] Facsimile: [] Email: []
1	Subcontractor's Representative	[Insert name, title] Address: [] Telephone: [] Facsimile: [] Email: []
3	Scope of Work	Set out in Appendix 1.
3	Work Package Price	[To be inserted]
4	Commencement Date	[Insert Date]
4	Time for Completion	[Insert Time for Completion. If the Work under Contract is separated into Separable Portions, please insert a cross reference to the Schedule of Separable Portions or Appendix 3 of this Work Package for the Time for Completion for each Separable Portion]

Clause	Item	Description
7.2	Approvals	[Insert Approvals (if any) the Subcontractor will obtain]
8	Site	Set out in Appendix 3.
10.1	Form of Security	In accordance with Section 3 of the Contract.
13.2	Defects Liability Period	12 months
33.2	Separable Portion	Set out in Appendix 3 (if applicable).

Signed for and on behalf of
Lendlease Services Pty Limited (ABN 87 081 540 847):

Signature of authorised signatory

Full name of authorised signatory

Signed for and on behalf of
[Insert Subcontractor Name] (ABN [Insert ABN]):

Signature of director

Full name of director

Appendix 1 to Work Package – Activity Scope

Note: The Scope of Work should set out in an initial paragraph or section a brief background to the Project and where the Works under this Work Package fit within that. This needs only to be in sufficient detail that the Subcontractor understands the consequences of its performance of the Works in accordance with the Contract.

Scope of Work	[Insert a detailed description of the Works which are the subject of the Work Package. This description should contain all required specifications]
Pre-Construction Review Activities	[Insert detail of any required Pre-Construction Review Activities]
Reporting Deliverables	<p>(a) Daily Site Reports – These are the in the form of diary entries and are to specify work location(s), resources on site and a summary of works carried out and accomplished by the relative crew – Issued to Contractor by 0900 hours the following work day. This function will work alongside the Project Information Management System Subcontractor uses within their company.</p> <p>(b) Weekly Progress Reports – Weekly reports to provide the overall % complete on each SoR item defined in the work package. This to also include any delay which Subcontractor may have encountered – Weekly report due by 0900 hours each Monday for the preceding week</p> <p>(c) Monthly Subcontractor Performance Report – Monthly report which provides information on (but not limited to): number of personnel on-site (per SAM), man hours expended (per SAM), EH&S statistics (LTI's, MTI's, FAC's, HAZOBS), training hours, audits carried out (Environmental & Health and Safety), Non-conformance issues raised, Non-conformance issued closed out.</p>

Appendix 2 to Work Package - Bill of Quantities

To be issued when agreeing the scope of works within the works package the Subcontractor will be completing.

Appendix 3 to Work Package - Separable Portions

Separable Portion	Date for Practical Completion
[Insert description of each Separable Portion]	[Insert Date for Practical Completion for each Separable Portion]

Appendix 4 to Work Package – Additional Reference Documents

Below is an index of the applicable reference documents for the Telstra HFC project. Please be aware of the documents relative with your Scope of Work shown in the column labelled 'Applicable to the Agreement'. However, due to the nature of the works some reference documents may cross over and as such all reference documents should be consulted so that the Subcontractor is aware of their obligations.

Item Number	Document Number	Document Name	Revision
1	0012-8-298	0012-8-298 Critical Risk Controls 6.1.pdf	6.1
2	010256W03	010256W03 UJC - In-Line Un-Pressurised Heat Shrink Closures 10.0.pdf	10
3	010257W01	010257W01 Distribution Cable Jointing Conductor Jointing 12.0.pdf	12
4	010257W03	010257W03 Distribution Cable Jointing Cable and Joint Maintenance 11.0.pdf	11
5	010259W02	010259 W02 CCU Jumpering - Epoxy Resin Terminal Units 5.0.pdf	5
6	010259W03	010259 W03 CCU Inspection, Maintenance and Repair 5.0.pdf	5
7	010259W04	010259 W04 CCU Guidelines for Siting Pillars 8.0.pdf	8
8	010259W05	010259 W05CCU KRONE IDS Terminal Units 6.0.pdf	6
9	010259W06	010259 W06 Installation of CCU Housings 7.0.pdf	7
10	010259W08	010259 W08 CCU QUANTE IDS 100_200 Pair Terminal Units 9.0.pdf	9
11	010259W09	010259 W09 CCU QUANTE IDS Terminal Units - Maintenance 5.0.pdf	5
12	010259W10	010259 W10 CCU IDS Terminal Units 900-1800 Upgrade Kit 5.0.pdf	5
13	010259W01	010259w01 CCU General Information - 300_900_1800 Type 6.0.pdf	6
14	010259W11	010259W11 Expanding the capacity of fully occupied 900 type CCUs 6.0.pdf	6
15	010262W01	010262W01 Large Size Cables - General 10.0.pdf	10
16	010262W02	010262W02 Large Size Cable Conductor Jointing and Termination 7.0.pdf	7
17	010262W04	010262W04 Joint Closures - Installation and Re-entry 6.0.pdf	6
18	010262W05	010262w05 Large Size Cables - Electrolytic Corrosion Protection 8.0.pdf	8
19	010262W08	010262W08 Air Blocking Seal - CPFUT MB Cable 8.0.pdf	8
20	010262W11	010262W11 Large Size C In-Line Pressurised Heat Shrink Closures 7.0.pdf	7
21	010262W13	010262W13 Large Size Cables UCN Joint Closures 7.0.pdf	7
22	NBN-EPsm-TPL-0001	ATSI EP Plan - MIMA Template Final.docx	1
23	BMS004696	BMS004696 - Key Tag and Type Legend TAND 1.0.pdf	1
24	BMS004697	BMS004697 - Key Tag And Type Legend SES 1.0.pdf	1
25	BMS004704	BMS004704 - Key Tag And Type Legend Type 2 1.0.pdf	1
26	BMS004705	BMS004705 - Keying Regions Reference Guide 1.2.pdf	1.2
27	BMS004706	BMS004706 - Operate Key Cabinet_User 1.2.pdf	1.2
28	BMS005317	BMS005317 - Key Tag And Type Legend Reg Depot 1.0.pdf	1
29	BMS005486	BMS005486 - FAQ_Site Access Keying 1.3.pdf	1.3
30	BMS005487	BMS005487 - SAK DP Information pack 1.2.pdf	1.2
31	BMS005488	BMS005488 - Transfer Key Ownership_User QRG 0.4.pdf	0.4
32	BMS005739	BMS005739 - 7367 CSD Commissioning and Integration Guide 1.0.pdf	1
33	BMS005743	BMS005743 - SAK_Phase 4 schedule 1.0.pdf	1

34	BMS005766	BMS005766 - 7330 FTTB Commissioning and Integration Guide 1.0.pdf	1
35	BMS005767	BMS005767 - 7330 FTTN Commissioning and Integration Guide 1.0.pdf	1
36	BMS005898	BMS005898 - SAK DP Reference Document 1.0.pdf	1
37	QRG-CON:072/073	Con 72A MDU Notice of Inspection AUG 2014 and CON 73a MDU Notice of Installation SEP 2014.pdf	1
38		Detailed Design Documentation Deliverables- v1.01.pdf	
39		Endeavour Pass Through Terms 050416 Installation Partners.pdf	
40	NBN-EPsm-POL-0001	EPsm_ATSI_Engagement_Policy.pdf	1
41	ER-NBN-AX-ED-004	ER-NBN-AX-ED-004 ERICSSON NBN ELECTRICAL DETAIL - AXEDALE 1.0.pdf	1
42	ER-NBN-ED-024_02	ER-NBN-ED-024_02 SC200 ELECTRICAL DIAGRAM 2.0.pdf	2
43	F0002-31-10468	F0002-31-10468 Optical Testing Standard for DFN and LFN 3.0.pdf	3
44	F0002-31-10974	F0002-31-10974 Multiport Heatshrink Sleeve Applications for FOSC-400D5 Closures 2.0.pdf	2
45	F0002-31-11472	F0002-31-11472 - Copper Network Performance Standards 1.0.pdf	1
46	F0002-31-11579	F0002-31-11579-FTTN Wiring Guide 4.0.pdf	4
47	F0002-31-11588	F0002-31-11588 - MDU Engineering Standard 1.0.pdf	1
48	F0002-31-11613	F0002-31-11613 - Copper Network Design Methods 1.0.pdf	1
49	F0002-31-11678	F0002-31-11678 - Authority to alter facilities in residential and small business premises 2.0.pdf	2
50	F0002-31-11698	F0002-31-11698 - VDSL2 Central Splitter (Centralised Filter) Wiring Standard 3.0.pdf	3
51	F0002-31-13283	F0002-31-13283 Technical Specifications HSE Risk Mitigation 2.0.pdf	2
52	F0002-59-1901	F0002-59-1901 Full Consolidated HFC Equipment List 4.0.xlsx	4
53	F0019-4-3917	F0019-4-3917 Utility HSE Requirements Guide for SA for the nbn™ MTM 3.0.pdf	3
54	F0019-4-3935	F0019-4-3935 Asbestos Removal Notification Form 3.0.xlsx	3
55	F0019-4-3973	F0019-4-3973 nbn Asbestos Management Requirements for Delivery Partners 2.0.pdf	2
56	F0019-4-4064	F0019-4-4064 HSE Incident Management Procedure for Contractors 2.0.pdf	2
57	F0019-63-171	F0019-63-171 iSafe Hazard Report Form 7.0.docx	7
58	F0019-63-182	F0019-63-182 iSafe Incident Report Form 7.0.docx	7
59	F0019-63-423	F0019-63-423 nbn Delivery Partner HSE Monthly Performance Report Template 2.0.xlsx	2
60	F0019-63-435	F0019-63-435 HSE Management Plan Evaluation Checklist 7.0.xlsx	6
61	F0019-63-436	F0019-63-436 Requirements for Health, Safety and Environmental Management Plans (HSEMP) Guideline 3.0.pdf	3
62	F0129-29-233	F0129-29-233 Land Access and Stakeholder Engagement Customer Relationship Management (CRM) Handbook 2.0.pdf	2
63	F0133-9-343	F0133-9-343 - Sample Safe Work Method Statement for DPs Working in Roof and Sub-Floor Spaces 1.0.pdf	1
64	F0133-9-344	F0133-9-344 Sample Safe Work Method Statements (SWMS) – Civil Works Involving ACM 1.1.pdf	1.1
65	F0133-9-345	F0133-9-345 - Sample Safe Work Method Statement for DPs - Drilling through ACM 1.0.pdf	1
66	F0133-9-346	F0133-9-346 - Sample Safe Work Method Statement for DPs - Working on Premises 1.0.pdf	1
67	F0133-9-418	F0133-9-418 HSE Incident Classification Guide 1.0.pdf	1
68	F019-4-4064	F019-4-4064 HSE Incident Management Procedure For Contractors 3.0.pdf	3

69		Guideline to LAAN Requirements for Fibre Spurs Version 2 -7 August 2015.pdf	2
70		Heritage Design Guidelines (Vic) - FINAL.pdf	
71		Heritage Permit Exemption Application Checklist (Vic) - FINAL.pdf	
72	CSI-HFC-CR001	HFC Change Request Procedure Post Asset Transfer V1.pdf	1
73	CSI-HFC-CR002	HFC Change Request Procedure Pre Asset Transfer V1.01.pdf	1.01
74	Completion Certificate	HFC MIMA - Completion Certificate [SHAREPOINT TEMPLATE].docx	
75	Deed of Guarantee and Indemnity	HFC MIMA - Deed of Guarantee and Indemnity [SHAREPOINT TEMPLATE].docx	
76	Deed of Novation	HFC MIMA - Deed of Novation [SHAREPOINT TEMPLATE].docx	
77	Deed of Subcontractor warranty	HFC MIMA - Deed of Subcontractor warranty [SHAREPOINT TEMPLATE].docx	
78	Expert Agreement	HFC MIMA - Expert Agreement - LEND LEASE.DOCX	
79	Initial Completion Certificate	HFC MIMA - Initial Completion Certificate [SHAREPOINT TEMPLATE].docx	
80	Moral Rights Consent Deed Poll	HFC MIMA - Moral Rights Consent Deed Poll [SHAREPOINT TEMPLATE].docx	
81	Statutory Declaration re payment of subcontractors	HFC MIMA - Statutory Declaration re payment of subcontractors [SHAREPOINT TEMPLATE].docx	
82	Subcontractor's Statement (NSW only)	HFC MIMA - Subcontractor's Statement (NSW only) [SHAREPOINT TEMPLATE].docx	
83	Terms of Security	HFC MIMA - Terms of Security [SHAREPOINT TEMPLATE].docx	
84	Inventory Reporting Requirements	Inventory Reporting Requirements 1.0.pdf	1
85		LAAN Conditional Response letter Template.docx	
86	NBN-BOP-WI-0007	NBN_BOP-WI-0007_Identify_MDU_Ownership_Information 1.2.pdf	1.2
87	NBN-CS-OPS-0058	NBN_CS_OPS_0058 OPERATIONAL PROTOCOL 5.0.pdf	5
88	BFM-0828	NBN_CS_OPS_0058 Operational Protocol Plan Customer Outage Management 6.0.pdf	6
89	NBN-CS-OPS-0061	NBN_CS_OPS_0061 CCU service Records Request 2.01.pdf	2.01
90	BJD-7294	NBN_CS_OPS_0063 Operational Protocol 1.0.pdf	1
91	NBN-CS-OPS-0066	NBN_CS_OPS_0066 Operational Protocol Photograph Geotagging 1.0.pdf	1
92	NBN-0001	NBN-0001 - Aerial Network Earthing and Bonding - HFC Broadband Network Specification v1.0.pdf	1
93	NBN-0002	NBN-0002 - Aerial Network Safety - HFC Broadband Network Specification v1.0.pdf	1
94	NBN-0003	NBN-0003 - Cantilever Bracket Type 200 Installation - HFC Network Specification v1.0.pdf	1
95	NBN-0004	NBN-0004 - Riser Cable Construction Aerial to Underground - HFC Broadband Network Specification v1.0.pdf	1
96	NBN-0005	NBN-0005 - Attaching Broadband Cables to Power Companies Transformer Poles - HFC Network Specification v1.0.pdf	1
97	NBN-0006	NBN-0006 - Separations between Telstra and OptusVision Broadband Plant on Poles - HFC Network Specification v1.0.pdf	1
98	NBN-0009	NBN-0009 - Pole Safety Condition Inspection - Pole Inspection 1.0.pdf	1
99	NBN-0010	NBN-0010 - Pole Fittings and Framing (Strand and lashed cable) - HFC Network Specification v1.0.pdf	1
100	NBN-0011	NBN-0011 - Strand Wire Installation Procedure - HFC Network Specification v1.0.pdf	1
101	NBN-0012	NBN-0012 - Aerial Construction Overview Ausgrid - HFC Network Specification v1.0.pdf	1

102	NBN-0015	NBN-0015 - Aerial Lead-in Cables - HFC Broadband Cable Network v1.0.pdf	1
103	NBN-0018	NBN-0018 - Aerial Construction - Integral Bearer Cable Sag and Tension 1.0.pdf	1
104	NBN-0019	NBN-0019 - Aerial Construction - Pole Replacement, Shoring and Reinforcement 2.0.pdf	2
105	NBN-0020	NBN-0020 - Cabling of Customer Premises - Aerial Lead-in Cabling 1.0.pdf	1
106	NBN-0021	NBN-0021 - Aerial Lead In Cabling of Multiple Dwelling Units - HFC Network Specification v1.0.pdf	1
107	NBN-0036	NBN-0036 Small Pair Gain Provisioning - Cable Performance for Small Pair Gain Systems 1.0.pdf	1
108	NBN-0038	NBN-0038 - Small Pair Gain Provisioning - Recovery of Small Pair Gain Systems 1.0.pdf	1
109	NBN-0041	NBN-0041 Access Network Design - Guideline for sitting above ground housing 1.0.pdf	1
110	NBN-0042	NBN-0042 Siting Above Ground Housings - Siting Criteria Check List 1.0.pdf	1
111	NBN-0045	NBN-0045 - Distribution Cables - Cable, Joint and Pit Accommodation Tables - New Work 1.0.pdf	1
112	NBN-0046	NBN-0046 - Distribution Cables - Cable, Joint and Pit Accommodation Tables - Old Obsolete Pits 1.0.pdf	1
113	NBN-0047	NBN-0047 - Distribution Cables - Cable and Sheath Types in the Distribution Network 1.0.pdf	1
114	NBN-0048	NBN-0048 - Underground Joint Closures - Closure Applications 1.0.pdf	1
115	NBN-0049	NBN-0049 - Underground Joint Closures - Single Butt Ended Openable Joint Closures 2.0	2
116	NBN-0050	NBN-0050 - Underground Joint Closures - In Line Un-Pressurised Heat Shrink Closures v1.0.pdf	1
117	NBN-0051	NBN-0051 Underground Joint Closures - TYCO Two Five Pair Joint Closure 1.0.pdf	1
118	NBN-0059	NBN-0059 - Underground Joint Closures - Maintenance of HSJ and RADJ Joint Closures 1.0.pdf	1
119	NBN-0060	NBN-0060 Underground Joint Closures - Maintenance of PVC Joint Closures 1.0.pdf	1
120	NBN-0061	NBN-0061 - Distribution Cable Jointing - Conductor Jointing Materials and Tools 1.0.pdf	1
121	NBN-0062	NBN-0062 Distribution Cable Jointing - Jointing New Work 1.0.pdf	1
122	NBN-0063	NBN-0063 - Distribution Cable Jointing - Cable and Joint Maintenance 2.0.pdf	2
123	NBN-0064	NBN-0064 Distribution Cable Jointing - Slave Cable Relief and Diversion of Working Cables 1.0.pdf	1
124	NBN-0065	NBN-0065 - Distribution Cable Jointing - Tags and Labelling 1.0.pdf	1
125	NBN-0066	NBN-0066 - Distribution Cable Jointing - Obsolete Joints and Connectors - Maintenance Actions 1.0.pdf	1
126	NBN-0067	NBN-0067 Distribution Cable Jointing - Service Installation and Repair in SAM Distribution Networks 1.0.pdf	1
127	NBN-0068	NBN-0068 Distribution Cable Jointing - Electrical Testing of Copper Pairs in the CAN 1.0.pdf	1
128	NBN-0070	NBN-0070 Cable Hauling and Duct Preparation - Cable Hauling 1.0.pdf	1
129	NBN-0075	NBN-0075 - Aerial Joint Closures - Channell 31D Pole Mounted Closure 1.0.pdf	1
130	NBN-0078	NBN-0078 - Aerial Joint Closures - Egerton 31A Pole Mounted Joint 1.0.pdf	1
131	NBN-0079	NBN-0079 - Rural Copper Underground Cable Installation - Cable Installation 2.0.pdf	2

132	NBN-0080	NBN-0080 - Rural Copper Underground Cable Installation - Loading Coil Installation and Maintenance 1.0.pdf	1
133	NBN-0082	NBN-0082 - Rural Copper Underground Cable Installation - Installation of Elevated Joint (EJ) 1.0.pdf	1
134	NBN-0083	NBN-0083 - Rural Copper Underground Cable Installation - Rehabilitation of Elevated Jointing (EJ) Posts 1.0.pdf	1
135	NBN-0084	NBN-0084 Cross Connecting Units (CCU) - General Information - 300, 900 and 1800 Type 1.0.pdf	1
136	NBN-0085	NBN-0085 Cross Connecting Units (CCU) - Jumpering - Epoxy Resin Terminal Units 1.0.pdf	1
137	NBN-0086	NBN-0086 Cross Connecting Units (CCU) - Inspection, Maintenance and Repair 1.0.pdf	1
138	NBN-0087	NBN-0087 - Cross Connecting Units (CCU) - Guidelines for Siting Pillars 1.0.pdf	1
139	NBN-0088	NBN-0088 Cross Connecting Units (CCU) - KRONE IDS Terminal Units 1.0.pdf	1
140	NBN-0089	NBN-0089 - Cross Connecting Units (CCU) - Installation of CCU Housings 2.0.pdf	2
141	NBN-0090	NBN-0090 - Cross Connecting Units (CCU) - QUANTE IDS 100 200 Pair Terminal Units 2.0.pdf	2
142	NBN-0091	NBN-0091 Cross Connecting Units (CCU) - QUANTE IDS Terminal Units - Maintenance 1.0.pdf	1
143	NBN-0092	NBN-0092 Cross Connecting Units (CCU) - IDS Terminal Units 900 1800 Upgrade Kit and Capacity Enhancement Unit 1.0.pdf	1
144	NBN-0093	NBN-0093 - Cross Connecting Units (CCU) - Expanding the Capacity of Fully Occupied 900 Type CCUs 1.0.pdf	1
145	NBN-0094	NBN-0094 Large Size Cables - Large Size Cables - General 1.0.pdf	1
146	NBN-0095	NBN-0095 Large Size Cables - Conductor Jointing and Termination 1.0.pdf	1
147	NBN-0096	NBN-0096 - Large Size Cables - Jointing Machines 1.0.pdf	1
148	NBN-0097	NBN-0097 - Large Size Cables - Joint Closures - Installation and Re-entry 1.0.pdf	1
149	NBN-0098	NBN-0098 - Large Size Cables - Electrolytic Corrosion Protection and Cable Bonding 1.0.pdf	1
150	NBN-0099	NBN-0099 Large Size Cables - Interfacing Cable Types 1.0.pdf	1
151	NBN-0100	NBN-0100 - Large Size Cables - Replacing Air Pressurised Cables 1.0.pdf	1
152	NBN-0101	NBN-0101 - Large Size Cables - Air Blocking Seal - CPFUT MB Cable 1.0.pdf	1
153	NBN-0103	NBN-0103 - Large Size Cables - Obsolete Cable Types 1.0.pdf	1
154	NBN-0104	NBN-0104 - Large Size Cables - In-Line Pressurised Heat Shrink Closures 1.0.pdf	1
155	NBN-0106	NBN-0106 - Large Size Cables - UCN Joint Closures 1.0.pdf	1
156	NBN-0107	NBN-0107 - Large Size Cables - Sheath Repair 1.0.pdf	1
157	NBN-0108	NBN-0108 - Large Size Cable - Preparation and Plumbing of Lead Sleeves on Lead Sheathed Cables 1.0.pdf	1
158	NBN-0109	NBN-0109 - Large Size Cables - Installation of Fittings (Exchange Manholes and Tunnels) 1.0.pdf	1
159	NBN-0128	NBN-0128 - Earth Potential Rise - Preventing EPR hazards v1.0.pdf	1
160	NBN-0149	NBN-0149 - Cable Pressurisation and Alarm Systems 1.0.pdf	1
161	NBN-0150	NBN-0150 - Cable Pressurisation and Alarm Systems - Overview of CPAS 1.0.pdf	1
162	NBN-0151	NBN-0151 - Cable Pressurisation and Alarm Systems - Tools, Gauges and Fittings 1.0.pdf	1
163	NBN-0152	NBN-0152 - Cable Pressurisation and Alarm Systems - Air Sources 1.0.pdf	1

164	NBN-0203	NBN-0203 - Siting Criteria and Point of Supply Selection Guidelines for HFC Line Power Supplies v1.0.pdf	1
165	NBN-0204	NBN-0204 - Installation Practices for HFC Line Power Supplies - HFC Network Specification v1.0.pdf	1
166	NBN-0205	NBN-0205 - FRPD Line Power Supplies - HFC Network Specification v1.0.pdf	1
167	NBN-0208	NBN-0208 - FRPD LPS - Pedestal Mounting - HFC Network Specification v1.0.pdf	1
168	NBN-0225	NBN-0225 - Electrical Standards for HFC Line Power Supply Installations - HFC Broadband Network Specification v1.0.pdf	1
169	NBN-0226	NBN-0226 - Power Operational and Maintenance Procedures - HFC Network Specification v1.0.pdf	1
170	NBN-0228	NBN-0228 - Powering and Power Blocking - HFC Network Specification v1.0.pdf	1
171	NBN-0229	NBN-0229 - PPC KS Connectors and Adaptors - HFC Broadband Network Specification v1.0.pdf	1
172	NBN-0230	NBN-0230 - Passive Devices - HFC Network Specification v1.0.pdf	1
173	NBN-0231	NBN-0231 - Active Devices - HFC Network Specification v1.0.pdf	1
174	NBN-0232	NBN-0232 - Marking the HFC Broadband Network - HFC Network Specification v1.0.pdf	1
175	NBN-0233	NBN-0233 - Items Approved for Use in the HFC Network - HFC Network Specification v1.0.pdf	1
176	NBN-0234	NBN-0234 - Underground Housing of HFC Network Cables and Devices - HFC Network Specification 2.0.pdf	2
177	NBN-0235	NBN-0235 Hauling Underground Coaxial Cable HFC Network Specification 1.0.pdf	1
178	NBN-0236	NBN-0236 - Installation of QR320 Coaxial Cable - HFC Network Specification v1.0.pdf	1
179	NBN-0237	NBN-0237 - Underground Coaxial Cables Types and Designs - HFC Broadband Network Specification v1.0.pdf	1
180	NBN-0238	NBN-0238 - Underground Network Earthing - HFC Network Specification v1.0.pdf	1
181	NBN-0239	NBN-0239 - Pedestal Installation - HFC Broadband Network Specification v1.0.pdf	1
182	NBN-0242	NBN-0242 Strand wire installation techniques, mechanical aids and equipment - South Australia 1.0.pdf	1
183	NBN-0243	NBN-0243 - Lashing Coaxial Cable on Pre-Tensioned Strand Wire - HFC Network Specification v1.0.pdf	1
184	NBN-0244	NBN-0244 - Installing HFC Devices on Strand and Lashed Aerial Feeder Cable - HFC Network Specification v1.0.pdf	1
185	NBN-0245	NBN-0245 Integral Messenger (IM) Aerial Feeder Cable Construction - HFC Network Specification 1.0.pdf	1
186	NBN-0246	NBN-0246 - Aerial Tools and Equipment Catalogue - HFC Network Specification v1.0.pdf	1
187	NBN-0248	NBN-0248 - Aerial Construction Overview - Endeavour Energy - HFC Broadband Network Specification v1.0.pdf	1
188	NBN-0249	NBN-0249 - Aerial Construction Overview - Victoria - HFC Network Specification v1.0.pdf	1
189	NBN-0250	NBN-0250 - Cabling of Multiple Dwelling Units - HFC Network Specification v1.0.pdf	1
190	NBN-0253	NBN-0253 - LE97 RF Amplifier Realignment Procedures - HFC Broadband Cable Network v1.0.pdf	1
191	NBN-0254	NBN-0254 - 6-GNA RF Amplifier Realignment Procedures - HFC Broadband Cable Network v1.0.pdf	1
192	NBN-0255	NBN-0255 - LE and GNA Commissioning Report v1.0.pdf	1
193	NBN-0257	NBN-0257 OM4100, FM601e, FM321e and FM220 Serial and Item List 1.0.xlsx	1

194	NBN-0259	NBN-0259 - FM321 RF Amplifier Installation, Commissioning and Alignment Procedures - HFC Broadband Cable Network v1.0.pdf	1
195	NBN-0260	NBN-0260 - FM601e RF Amplifier Installation, Commissioning and Alignment Procedures - HFC Broadband Cable Network v1.0.pdf	1
196	NBN-0263	NBN-0263 - Optimax 4100 Optical Hub RF Commissioning and Alignment Procedures - HFC Broadband Network v1.0.pdf	1
197	NBN-0265	NBN-0265 - OM4100 Hub Commissioning and Aligning Report v1.0.pdf	1
198	NBN-0268	NBN-0268 - FlexMax 220 Apartment Amplifier Installation and Commissioning Procedures - HFC Broadband Cable Network v1.0.pdf	1
199	NBN-0270	NBN-0270-TPS87381AA MDU Apartment Amplifier Installation and Commissioning Procedures - HFC BCNN v1.0.pdf	1
200	NBN-0271	NBN-0271 - MDU Apartment Amplifier Commissioning Report v1.0.pdf	1
201	NBN-0272	NBN-0272 BMS Node Return Sweep Fwd Comms Frequencies 1.0.xlsx	1
202	NBN-0274	NBN-0274 CM2800 and Sunrise System Editor operations 1.0.pdf	1
203	NBN-0275	NBN-0275 CM2800E General RF Measurements and Setup Procedures 1.0.pdf	1
204	NBN-0277	NBN-0277 - RF Signal Leakage Detection Using Trilithic Seeker Lite2 - HFC Broadband Network v1.0.pdf	1
205	NBN-0283	NBN-0283 - Underground Lead-In Cables - HFC Broadband Cable Network v1.0.pdf	1
206	NBN-0284	NBN-0284 - Customer Premises Wiring - HFC Broadband Cable Network v1.0.pdf	1
207	NBN-0285	NBN-0285 - Ellenbrook Estate - Customer Premises Wiring - HFC Broadband Cable Network v1.0.pdf	1
208	NBN-0286	NBN-0286 - MDU Customer Connections - HFC Broadband Cable Network v1.0.pdf	1
209	NBN-0287	NBN-0287 - Fitting Connectors - RG6 and RG11 Cables - HFC Broadband Cable Network v1.0.pdf	1
210	NBN-0288	NBN-0288 - Materials, Tools and Test Equipment Approved for use at Customer Premises v1.0.pdf	1
211	NBN-0292	NBN-0292 - Sunrise CM2800E 3000E RF Signal Analyser - Customer Premises Application - HFC Broadband Cable Network v1.0.pdf	1
212	NBN-0294	NBN-0294 - Trilithic Seeker Lite2 - RF Signal Leakage Detector v1.0.pdf	1
213	NBN-0304	NBN-0304 - Optical HUB Serving Area Design Rules - HFC Broadband Cable Network v1.0.pdf	1
214	NBN-0305	NBN-0305 - RF Network Design Rules - HFC Broadband Cable Network v1.0.pdf	1
215	NBN-0309	NBN-0309 - Broadband HFC Cable Network Design Rules for Lead-In and Customer Premises Wiring - HFC Cable Network v1.0.pdf	1
216	NBN-0312	NBN-0312 - Minor RF Network Extension and Modification Design Guidelines - HFC Broadband Cable Network v1.0.pdf	1
217	NBN-0313	NBN-0313 - RF Plans, Symbols and Device Description - HFC Broadband Cable Network v1.0.pdf	1
218	NBN-0314	NBN-0314 - MDU Survey and Plan Details - HFC Broadband Cable Network v1.0.pdf	1
219	NBN-0319	NBN-0319 - RF Network Plan Details - HFC Broadband Cable v1.0.pdf	1
220	NBN-0356	NBN-0356 - Main Distribution Frames - QM Main Distribution Frames 1.0.pdf	1

221	NBN-0357	NBN-0357 - Main Distribution Frames - Conventional Main Distribution Frames 1.0.pdf	1
222	NBN-0361	NBN-0361 - FM320 RF Amplifier Realignment Procedures - HFC Broadband Cable Network v1.0.pdf	1
223	NBN-0362	NBN-0362 - DL-2 RF Amplifier Realignment Procedures - HFC Broadband Cable Network v1.0.pdf	1
224	NBN-0377	NBN-0377 - Forward and Return Path Design Rules - HFC Broadband Cable Network 1.0.pdf	1
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227	NBN-BO-OM-005	NBN-BO-OM-005 Stakeholder Engagement and Land Access Operations Manual - Planning and Design 2.4.pdf	2.4
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236	NBN-CNI-CWP-005	NBN-CNI-CWP-005 Transmission Installation and Commissioning Standard 17.0.pdf	17
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409	NBN-COO-EDS-188	NBN-COO-EDS-188 Power Manual Endeavour Energy 5.0.pdf	5
410	NBN-COO-EDS-191	NBN-COO-EDS-191 Power Manual Essential Energy 6.0.pdf	6
411	NBN-COO-EDS-193	NBN-COO-EDS-193 FTTB Electrical Service Connectivity Checklist 5.0.pdf	5
412	NBN-COO-EDS-196	NBN-COO-EDS-196 Power Manual-Power and Water 3.0.pdf	3
413	NBN-COO-EDS-347	NBN-COO-EDS-347 NBN Co Construction Standards - Fibre to the Premises (FTTP) 5.0.pdf	5
414	NBN-COO-EDS-348	NBN-COO-EDS-348 NBN Co Construction Standards - Fibre to the Node (FTTN) 8.0	8
415	NBN-COO-EDS-349	NBN-COO-EDS-349 NBN Co Construction Standards - Fibre to the Building (FTTB) 8.0	8
416	NBN-COO-EDS-350	NBN-COO-EDS-350 nbn Construction Standard - Distribution Fibre Network (DFN) 8.0	8

417	NBN-COO-EDS-371	NBN-COO-EDS-371 nbn Construction Standards - Copper Network 6.0	6
418	NBN-COO-EDS-390	NBN-COO-EDS-390 NBN Co Construction Standards - Labelling 5.0.pdf	5
419	NBN-COO-PAD-002	NBN-COO-PAD-002 NBN CAD Standards 7.0.pdf	7
420	NBN-COO-PAD-141	NBN-COO-PAD-141 Aerial Field Record MTM Tool 7.0	7
421	NBN-COO-PAD-249	NBN-COO-PAD-249 Mark-Up Drawing Standard 4.0.pdf	4
422	NBN-COO-PnD-003	NBN-COO-PnD-003 NBN Coding Structures for Physical Elements 10.0.pdf	10
423	NBN-COO-PnD-019	NBN-COO-PnD-019 Transit Fibre Build Design Rules 1.0.pdf	1
424	NBN-COO-PnD-143	NBN-COO-PnD-143 NBN Aerial Network on Telstra Poles Design and Construction Standards 1.0.pdf	1
425	NBN-COO-PnD-164	NBN-COO-PnD-164 Energex Aerial Rules 1.0.pdf	1
426	NBN-COO-PnD-490	NBN-COO-PnD-490 Passive Network Design Rules 5.0.pdf	5
427	NBN-CTO-CNI-2120	NBN-CTO-CNI-2120 EXCHANGE SUPERSTRUCTURE IRONWORK 1.0.pdf	1
428	NBN-DEP-GDE-1655	NBN-DEP-GDE-1655 NBN Co SX-48 Compact Sealed DSLAM (CSD) Wall Mount Deployment Guide 1.0.pdf	1
429	NBN-DEP-GDE-1899	NBN-DEP-GDE-1899 - SX-48 Wall Mount Equipment Installation - Connectorised BRG 1.0.pdf	1
430	NBN-DEP-GDE-2672	NBN-DEP-GDE-2672 Telstra HFC SharePoint User Guide - Downstream 1.0.pdf	1
431	NBN-DEP-GDE-2735	NBN-DEP-GDE-2735 HFC MIMA Partner SharePoint User Guide 1.0.pdf	1
432	NBN-DEP-GDE-2736	NBN-DEP-GDE-2736 nbn Telstra HFC SharePoint User Guide 1.0.pdf	1
433	NBN-DEP-TIB-2361	NBN-DEP-TIB-2361 Underground Switchboard Audit Requirement 1.0.pdf	1
434	NBN-DEP-TIB-2393	NBN-DEP-TIB-2393 UG Switchboard Audit Requirements (RD-Construction) 1.0.pdf	1
435	NBN-DEP-TPL-1829	NBN-DEP-TPL-1829 FTTN Jumpering Record 10.1.xlsm	10.1
436	NBN-DES-CKL-2373	NBN-DES-CKL-2373 MPS Site Survey Checklist - HFC v1 0.pdf	1
437	NBN-DES-GDE-2163	NBN-DES-GDE-2163 Guide to Using the Power Route Design Template 2.0.pdf	2
438	NBN-DES-GDE-2294	NBN-DES-GDE-2294 - Pit Fitness Calculator 1.0.xlsx	1
439	NBN-DES-GDE-2350	NBN-DES-GDE-2350 Service of LAANs on native title parties - Checklist 1.0.pdf	1
440	NBN-DES-GDE-2352	NBN-DES-GDE-2352 LAAN_Matrix 1.0.pdf	1
441	NBN-DES-GDE-2454	NBN-DES-GDE-2454 New Developments ODF Panel Allocation and Installation procedure 1.0.pdf	1
442	NBN-DES-QRG-1945	NBN-DES-QRG-1945 - Aerial Identification QRG 1.0.pdf	1
443	NBN-DES-STD-1781	NBN-DES-STD-1781 Aerial Rules - nbn Poles 1.0.pdf	1
444	NBN-DES-STD-1788	NBN-DES-STD-1788 - Materials for Active Aerial Network 1.0.pdf	1
445	NBN-DES-STD-1924	NBN-DES-STD-1924 Above Ground Housing Siting Design Standard 3.0.pdf	3
446	NBN-DES-STD-1925	NBN-DES-STD-1925 Node Interconnection Design Standard 5.0.pdf	5
447	NBN-DES-STD-2219	NBN-DES-STD-2219 Aerial Drawings Manual - Concrete and Steel Poles - HFC 1.0.pdf	1
448	NBN-DES-STD-2220	NBN-DES-STD-2220 Aerial Drawings Manual - Stobie Poles - HFC 1.0.pdf	1
449	NBN-DES-STD-2221	NBN-DES-STD-2221 Aerial Drawings Manual - General Arrangements - HFC 1.0.pdf	1
450	NBN-DES-STD-2222	NBN-DES-STD-2222 Aerial Drawings Manual - Timber Poles - HFC 1.0.pdf	1

451	NBN-DES-STD-2325	NBN-DES-STD-2325 Aerial Drawings Manual-Timber Poles-PSTN 1.0.pdf	1
452	NBN-DES-STD-2326	NBN-DES-STD-2326 Aerial Drawings Manual-Stobie Poles-PSTN 1.0.pdf	1
453	NBN-DES-STD-2327	NBN-DES-STD-2327 Aerial Drawings Manual Concrete and Steel Poles PSTN 1.0.pdf	1
454	NBN-DES-STD-2445	NBN-DES-STD-2445 Aerial Drawings Manual-General Arrangements-PSTN 1.0.pdf	1
455	NBN-DES-STD-2564	NBN-DES-STD-2564 DFN for FTTx in-fill in HFC footprint 1.0.pdf	1
456	NBN-DES-TIB-2185	NBN-DES-TIB-2185 Selection of Protection Devices for nbn Sites Experiencing Nuisance Tripping 1.0.pdf	1
457	NBN-DES-TIB-2473	NBN-DES-TIB-2473 Essential Energy Concrete Pole Power Connection Arrangement 1.0.pdf	1
458	NBN-DES-TIB-2611	NBN-DES-TIB-2611 Unmetered Power Connection Standards for C-COR FRPD-V2 HFC Line Power Supplies 1.0.pdf	1
459	NBN-DES-TPL-1750	NBN-DES-TPL-1750 Review and Feedback Register 6.0.xlsx	6
460	NBN-DES-TPL-1777	NBN-DES-TPL-1777 Build Bill of Quantities and Materials (FY17) 7.4	
461	NBN-DES-TPL-1816	NBN-DES-TPL-1816 Field Inspection Report 3.0.xltx	3
462	NBN-DES-TPL-2162	NBN-DES-TPL-2162 Power Route Design Template Example 2.0. dwg	2
463	NBN-DES-TPL-2162	NBN-DES-TPL-2162 Power Route Design Template 2.0. pdf	2
464	NBN-DES-TPL-2164	NBN-DES-TPL-2164 Power Field Record 1.0.xlsx	1
465	NBN-DES-TPL-2558	NBN-DES-TPL-2558 Build Bill of Quantities and Materials HDA agreement - Downstream 1.0.xltx	1
466	NBN-DES-WI-1946	NBN-DES-WI-1946 Pole Data Integrity Guide 2.0.pdf	2
467	NBN-HAD-BR-0005	NBNHADBR0005 Telstra HFC Domain SDU Business Rules.pdf	1
468	NBN-HSE-PPL-GDE-337	NBN-HSE-PPL-GDE-337 Utility HSE Requirements Guide for NSW for the NBN Aerial Network 1.0.pdf	1
469	NBN-HSE-SSW-STD-0249	NBN-HSE-SSW-STD-0249 Critical Risk Controls 6.0.pdf	6
470	NBN-NO-GDE-0002	NBN-NO-GDE-0002 Labelling Guidelines Passive Network 6.0.pdf	6
471	NBN-NO-GDE-0009	NBN-NO-GDE-0009 MDU Testing Guide 3.0.pdf	3
472	NBN-NTO-EDS-357	NBN-NTO-EDS-357 - MDU Site Survey Checklist 5.0.docx	5
473	NBN-NTO-EDS-360	NBN-NTO-EDS-360 FTTB Engineering and Design Standard 5.0	5
474	NBN-NTO-EDS-361	NBN-NTO-EDS-361 Fibre To The Node (FTTN) engineering and design standard 5.0.pdf	5
475	NBN-NTO-EDS-370	NBN-NTO-EDS-370 MTM Quality Management Standards 1.0.pdf	1
476	NBN-NTO-EDS-384	NBN-NTO-EDS-384 NBN Co Vegetation Management Guide 1.0.pdf	1
477	NBN-NTO-EDS-388	NBN-NTO-EDS-388 Reinstatement Construction Std 2.0.pdf	2
478	NBN-NTO-EDS-392	NBN-NTO-EDS-392 NBN Co Construction Standards - MDU 4.0.pdf	4
479	NBN-QO-FRM-015	NBN-QO-FRM-015 - Key Handover Template 1.0.pdf	1
480	NBN-RD-BR-001	NBN-RD-BR-001 Premises Businss Rules for MIMA Contractors 1.0.pdf	1
481	NBN-TE-CN-017	NBN-TE-CN-017 Passive Network Design Rules 2.0.pdf	2
482	NBN-TE-CTO-093	NBN-TE-CTO-093 Passive Fibre Network 1.0.pdf	1
483	NBN-TE-CTO-1123	NBN-TE-CTO-1123 Site Environment Manager (SEM) Configuration of new SEM devices in Greenfield sites 3.0.pdf	3
484	NBN-TE-CTO-1285	NBN-TE-CTO-1285 Fibre Wall Outlet Instructions 1.0.pdf	1
485	NBN-TE-CTO-1364	NBN-TE-CTO-1364 Cable Coiling Procedure 1.0.pdf	1
486	NBN-TE-CTO-1365	NBN-TE-CTO-1365 Transit Closure Installation Instructions 2.0.pdf	2
487	NBN-TE-CTO-1512	NBN-TE-CTO-1512 Premises Connection Device (PCD) Standard Recommended Procedure 4.0.pdf	4

488	NBN-TE-CTO-1513	NBN-TE-CTO-1513 Fibre Collector Distributor (FCD) Instructions 1.0.pdf	1
489	NBN-TE-CTO-1514	NBN-TE-CTO-1514 Fibre Distribution Terminal Installation Instructions 1.0.pdf	1
490	NBN-TE-CTO-1515	NBN-TE-CTO-1515 Premises Distribution Hub (PDH) Installation Instructions 2.0.pdf	2
491	NBN-TE-CTO-1516	NBN-TE-CTO-1516 Premise Cabling Instructions 1.0.pdf	1
492	NBN-TE-CTO-1519	NBN-TE-CTO-1519 MPS Hallway Cabling Instructions 1.0.pdf	1
493	NBN-TE-CTO-1528	NBN-TE-CTO-1528 Product Application Guide - Premises Installation 4.0.pdf	4
494	NBN-TE-CTO-1574	NBN-TE-CTO-1574 TFAN Concrete Plinth Installation Instructions 2.0.pdf	2
495	NBN-TE-CTO-1583	NBN-TE-CTO-1583 ODF RACK DRAWINGS AND BILL OF MATERIALS 1.0.pdf	1
496	NBN-TE-CTO-1586	NBN-TE-CTO-1586 1RU ODF AND OEF SUBRACK DRAWINGS AND BILL OF MATERIALS 2.0.pdf	2
497	NBN-TE-CTO-1587	NBN-TE-CTO-1587 2RU ODF AND OEF SUBRACK DRAWINGS AND BILL OF MATERIALS 2.0.pdf	2
498	NBN-TE-CTO-1602	NBN-TE-CTO-1602 Cable Transition Location (CTL) Instructions 2.0.pdf	2
499	NBN-TE-CTO-1622	NBN-TE-CTO-1622 Breakout Conduit Labelling 1.0.pdf	1
500	NBN-TE-CTO-1707	NBN-TE-CTO-1707 Passive Premises Labelling Instruction 3.0.pdf	3
501	NBN-TE-CTO-1738	NBN-TE-CTO-1738 F0002-31-10746 FIC Installation Instruction 2.0.pdf	2
502	NBN-TE-CTO-1756	NBN-TE-CTO-1756 Service Drop Installation Guidelines 4.0.pdf	4
503	NBN-TE-CTO-177	NBN-TE-CTO-177 Optical Network Performance and Parameters 3.0.pdf	3
504	NBN-TE-CTO-1803	NBN-TE-CTO-1803 Aerial Cable Bundling Installation Guide 5.0.pdf	5
505	NBN-TE-CTO-1818	NBN-TE-CTO-1818 - Branch and Series Multiport Design and Installation Guide 3.0.pdf	3
506	NBN-TE-CTO-1827	NBN-TE-CTO-1827 Sag and Tension Data 2.0.pdf	2
507	NBN-TE-CTO-1851	NBN-TE-CTO-1851 Aerial Support - RPX Wedge Clamp Installation Instructions 1.0.pdf	1
508	NBN-TE-CTO-1893	NBN-TE-CTO-1893 FDH Patching 1.0.pdf	1
509	NBN-TE-CTO-1907	NBN-TE-CTO-1907 Building Design Guide - Brownfields 1.0.pdf	1
510	NBN-TE-CTO-1918	NBN-TE-CTO-1918 FSAM Optical Testing Procedure 3.0.pdf	3
511	NBN-TE-CTO-194	NBN-TE-CTO-194 New Developments Deployment of the NBN Conduit and Pit Network - Guidelines for Developers 5.0.pdf	5
512	NBN-TE-CTO-2009	NBN-TE-CTO-2009 Multiports in Manholes 1.0.pdf	1
513	NBN-TE-CTO-2010	NBN-TE-CTO-2010 ACM Pit Mounting Bracket 1.0.pdf	1
514	NBN-TE-CTO-2011	NBN-TE-CTO-2011 Aerial Support - RPX Suspension Clamp 1.0.pdf	1
515	NBN-TE-CTO-2021	NBN-TE-CTO-2021 NTD Enclosure Installation Instruction 1.0.pdf	1
516	NBN-TE-CTO-2062	NBN-TE-CTO-2062 Aerial - Installation Instructions for Managing Excess MSS Cable on Poles 1.0.pdf	1
517	NBN-TE-CTO-2194	NBN-TE-CTO-2194 Conduit Sealing 2.0.pdf	2
518	NBN-TE-CTO-2226	NBN-TE-CTO-2226 STAND-OFF BRACKET 1.0.pdf	1
519	NBN-TE-CTO-284	NBN-TE-CTO-284 Building Design Guide - New Developments 6.0.pdf	6
520	NBN-TE-CTO-371	NBN-TE-CTO-371 Materials for the Passive Local Aerial Network 4.0.pdf	4
521	NBN-TE-CTO-374	NBN-TE-CTO-374 Aerial Self Support FlexNAP RPX Cable Installation Instruction 3.0.pdf	3
522	NBN-TE-CTO-376	NBN-TE-CTO-376 Fibre Interface Inspection and Cleaning 1.0.pdf	1

523	NBN-TE-CTO-377	NBN-TE-CTO-377 NBN-TE-CTO-377 Premises Service Drop Cable Installation Instructions 3.0.pdf	3
524	NBN-TE-CTO-378	NBN-TE-CTO-378 Multiport Feeder Cable Installation Instructions 2.0.pdf	2
525	NBN-TE-CTO-379	NBN-TE-CTO-379 Underground Direct Buried Installation Instructions 2.0.pdf	2
526	NBN-TE-CTO-380	NBN-TE-CTO-380 Underground Cable Installations 2.0.pdf	2
527	NBN-TE-CTO-383	NBN-TE-CTO-383 FDH Cabinet Installation Instructions 3.0.pdf	3
528	NBN-TE-CTO-386	NBN-TE-CTO-386 Passive Network Installation Instruction - Cable Stripping 4.0.pdf	4
529	NBN-TE-CTO-387	NBN-TE-CTO-387 Passive Network Installation Instruction - Multiport 5.0.pdf	5
530	NBN-TE-CTO-388	NBN-TE-CTO-388 Transition ORS Mechanical Closure Installation Instructions 5.0.pdf	5
531	NBN-TE-CTO-389	NBN-TE-CTO-389 MassLocal ORS Heat-shrink Closure Installation Instructions 4.0.pdf	4
532	NBN-TE-CTO-429	NBN-TE-CTO-429 FDH Splitter Installation Instructions 1.0.pdf	1
533	NBN-TE-CTO-431	NBN-TE-CTO-431 FDH Concrete Plinth Installation Instructions 4.0.pdf	4
534	NBN-TE-CTO-448	NBN-TE-CTO-448 High Density Optical Distribution Frame (HDODF) 3.0.pdf	3
535	NBN-TE-CTO-449	NBN-TE-CTO-449 HDODF SubRack (Ribbon Fibre Splice and Patch 8x3x3) 2.0.pdf	2
536	NBN-TE-CTO-483	NBN-TE-CTO-483 nbn co pit and conduit network deployment - brownfields 4.0.pdf	4
537	NBN-TE-CTO-490	NBN-TE-CTO-490 Passive Network Design Rules 2.0.pdf	2
538	NBN-TE-CTO-491	NBN-TE-CTO-491 Managed Services Technical Specification 3.0.docx	3
539	NBN-TE-CTO-527	NBN-TE-CTO-527 Passive Fibre Network Equipment Application Guide 6.0.pdf	6
540	NBN-TE-CTO-607	NBN-TE-CTO-607 SDU Premises Installation Equipment Guide – Passive Network 1.0.pdf	1
541	NBN-TE-CTO-637	NBN-TE-CTO-637 HDODF Sub-Rack (Ribbon Fibre Splice and Patch 2x4x3) 1.0.pdf	1
542	NBN-TE-CTO-639	NBN-TE-CTO-639 HDODF Sub-Rack (Stranded Fibre Splice and Patch 2x4x3) 1.0.pdf	1
543	NBN-TE-CTO-640	NBN-TE-CTO-640 HDODF Sub-Rack (Stranded Fibre, Splice Only 72F) 1.0.pdf	1
544	NBN-TE-CTO-641	NBN-TE-CTO-641 OEF Sub-Rack (Ribbon Fibre Splice and Patch 8x3x3) 1.0.pdf	1
545	NBN-TE-CTO-642	NBN-TE-CTO-642 OEF Sub-Rack (Ribbon Fibre Splice and Patch 6x4x3) 1.0.pdf	1
546	NBN-TE-CTO-643	NBN-TE-CTO-643 OEF Sub-Rack (Ribbon Fibre Splice and Patch 2x4x3) 1.0.pdf	1
547	NBN-TE-CTO-644	NBN-TE-CTO-644 OEF Sub-Rack (Stranded Fibre Splice and Patch 8x3x3) 1.0.pdf	1
548	NBN-TE-CTO-645	NBN-TE-CTO-645 OEF (ODF) Sub-Rack (Stranded Fibre Splice Only 24F) 1.0.pdf	1
549	NBN-TE-CTO-854	NBN-TE-CTO-854 Fusion Splicing 1.0.pdf	1
550	NBN-TE-CTO-915	NBN-TE-CTO-915 ORS-6 Mechanical Closure Handover Managed Service Provider 4.0.pdf	4
551	NBN-TE-CTO-917	NBN-TE-CTO-917 FOSC-400D5R Heat-shrink Closure Installation Instructions 5.0.pdf	5
552	NBN-TE-CTO-971	NBN-TE-CTO-971 Active Network Planning Rules 20.0.pdf	20
553	NBN-WI-001	NBN-WI-001 Work Instruction - Small Pair Gain System Vendor Documentation 1.0.pdf	1
554	NBN-WI-002	NBN-WI-002 - Work Instruction - Trilithic Seeker Software 1.0.pdf	1

555	NBN-WI-003	NBN-WI-003 - Work Instruction - RF Signal Analyser Software Files 3.0.pdf	3
556	NBN-WI-004	NBN-WI-004 HFC Proof of Performance Requirements 1.0.pdf	1
557	NBN-WI-005	NBN-WI-005 - Work Instruction - Lode Data Specification Files 8.0.pdf	8
558	NBN-WI-006	NBN-WI-006 Identifying Ducts In Telstra Duct Routes 1.0.pdf	1
559	NBN-WI-007	NBN-WI-007 - Work Instruction - HFC MITS CSV Format 1.0.pdf	1
560	NBN-WI-008	NBN-WI-008 - Work Instruction - New Pillar Installations on Air Pressurised Cables 1.0.pdf	1
561	NBN-WI-010	NBN-WI-010 - Work Instruction - HFC Interim Solution RG11 Rubber Boot 1.0.pdf	1
562	014640F03	Notice of Disruption and Special Services Form.xlsx	
563		P2 Installation Checklist - Link Electric 2.0.pdf	2
564		P2 Installation Guide - Link Electric 5.0.pdf	5
565	Ausgrid	Pass-through terms - Amended and Restated Ausgrid Facilities Access Agreement - v1.pdf	0.1
566		Planning Assessment Report Template 2.0.docx	
567	S0041-9-1416	S0041-9-1416 7330 FTTN Commissioning and Integration Guide 2.0.pdf	2
568	1630058_1	SDU Installation Notice Editable 1630058_1.pdf	
569	1630058_2	SDU Private Pole Notice_Editable 1630058_2.pdf	
570	AS-FLB-SDC	Service Class Definitions for FLB Foxtrot V1.01 DP Release Version.pdf	1.01
571		Supporting Doc Releases 1-5.xlsx	
572	NBN-DES-TPL-2243	TEMPLATE NBN-DES-TPL-2243 v1.0.xltx	1
573	TIB-027	TIB-027 Definition for use of Telstra Risers 26-06-13.pdf	
574	TIB-034	TIB-034 Clarification of Aerial Service Drop Sheath (SDS) Clearances for Victorian Utilities 2.0.pdf	2
575	TIB-037	TIB-037 FTTP Aerial Design Pole Attachment Methodology 1.0.pdf	1
576	TIB-058	TIB-058 Design Assessment of NBN Co Aerial Service Cables Between Utility Telstra Poles and Private Poles 1.0.pdf	1
577	NBN-CON-TIB-2215	TIB-2215 Breakaway Connector 1.0.pdf	1
578		TLS177 DDD and IFDV Section (List of Copper Designed Activities and IFDV's) 2.1.xlsx	2.1
579		Update-SIM ContractorName_TEMPLATE.xlsx	
580		Variation post construction LAAN flowchart_v4.pdf	4

Section 5: Schedule of Rates

Subcontract SOR	Item Description	Unit of Measure (UoM)	New South Wales Total per Unit (\$/UOM)	Queensland Total per Unit (\$/UOM)
00-00-00-01	Site support and temporary works including but not limited to HSE, work supervision, labour, plant, material management, consumables supply, disposal of waste, site clean-up, daily records and completion documentation.		Included in rates below.	Included in rates below.
02	CIVIL WORKS			
02-00	Breakout and Reinstatement			
1-02-00-01/01-01	Civil - Breakout Concrete (Includes temporary asphalt reinstatement)	Per m2		
1-02-00-01/01-02	Civil - Breakout Asphalt (Includes temporary asphalt reinstatement)	Per m2		
1-02-00-01/01-03	Civil - Breakout Pavers (Includes temporary asphalt reinstatement)	Per m2		
1-02-00-01/02-01	Civil - Reinstatement Concrete As per local council requirements	Per m2		
1-02-00-01/02-02	Civil - Reinstatement Asphalt As per local council requirements	Per m2		
1-02-00-01/02-03	Civil - Reinstatement Pavers	Per m2		
02-02	Supply and installation of underground pipe by any means			
02-02-00-01/01-01	Supply & Install underground pipe (upto and including 63mm OD) by trenching in any location other than rock; Including bedding and backfill. Excludes breakout and reinstatement.	Per linear metre		
02-02-00-01/01-02	Supply & Install u/g pipe (upto and including 63mm OD) by NDD in any location other than rock; Including bedding and backfill. Excludes breakout and reinstatement.	Per linear metre		
02-02-00-01/01-03	Supply & Install u/g pipe (upto and including 63mm OD) by boring in any location other than rock; Including bedding and backfill. Excludes breakout and reinstatement.	Per linear metre		
02-02-00-02/02-01	Supply & Install underground pipe (more than 63mm OD) by trenching in any location other than rock; including bedding and backfill. MOD From pit wall to pit wall, or to base of poll, or point of contact on building. Do not include breakout and reinstatement.	Per linear metre		
02-02-00-02/03-01	Supply & Install u/g pipe (more than 63mm OD) by NDD in any location other than rock; including bedding and backfill. MOD From pit wall to pit wall, or to base of poll, or point of contact on building. Do not include breakout and reinstatement.	Per linear metre		
02-02-00-02/04-01	Supply & Install u/g pipe (more than 63mm OD) by boring in any location other than rock; including bedding and backfill. MOD From pit wall to pit wall, or to base of poll, or point of contact on building. Do not include breakout and reinstatement.	Per linear metre		
02-02-00-03/01-01	Extra over for supply and install two underground pipes in an existing trench with an internal diameter of greater than 25mm	Per linear metre		
02-02-00-04/05-01	Extra over rate for excavation of rock & disposal of spoil Carry out trenching activities in more than 1 linear metres of Rock	Per linear metre		
02-02-00-04/05-02	Extra over rate for excavation of rock by Boring & disposal of spoil Carry out boring activities in more than 1 linear metres of Rock	Per linear metre		
02-02-00-05/01-01	Supply and install riser on pole or building	Per riser		

02-03	Pits/manholes installation by any means and any surface in any new location or over existing infrastructure			
02-03-00-01/01-01	Supply & Install medium pit (P4 and P5) in any location other than rock including installation of earth stake where required. Do not include breakout and reinstatement.	Per pit		
02-03-00-01/02-01	Extra over rate for use of NDD technique to install medium pit (P4 and P5) in any location other than rock.	Per pit		
02-03-00-01/03-01	Extra over: cut 1m lengths off the first asbestos (ACM) duct at either side where the asbestos duct enters and leaves a pit. Note: Claim this item as 02-03-00-02/03-01 & 02-03-00-02/03/02 below.	Per pit		
02-03-00-02/01-01	Supply & Install large (P6 and P8) pit in any location other than rock. Do not include breakout and reinstatement.	Per pit		
02-03-00-02/02-01	Extra over rate for use of NDD technique to install large pit (P6 and P8) in any location other than rock.	Per pit		
02-03-00-02/03-01	Extra over: cut 1m lengths off the first asbestos (ACM) duct at either side where the asbestos duct enters and leaves a pit.	Per duct		
02-03-00-02/03-02	Extra over: cut 1m lengths off either side of any additional asbestos (ACM) ducts where the additional asbestos duct enters the pit and needs replacing.	Per duct		
02-03-00-03/01-01	Supply and installation of extra large (P9) pits at any locations in other than Rock	Per pit		
02-03-00-03/02-01	Extra over rate for use of NDD technique to install extra large pit (P9) in any location other than rock. Do not include breakout and reinstatement.	Per pit		
02-03-00-03/03-01	Extra over: cut 1m lengths off the first asbestos (ACM) duct at either side where the asbestos duct enters and leaves a pit.. Note: Claim this item as 02-03-00-02/03-01 & 02-03-00-02/03/02 below.	Per duct		
02-03-00-04/01-01	Extra over rate for the supply and installation of a pit in Rock	Per cubic metre		
02-03-00-04/05-01	Extra over rate for installation of pit/plinth in rock by any means, inclusive of rock disposal. Once per pit/plinth, where the contractor is required to excavate more than 0.25m3 of Rock (measured insitu) to install that pit/plinth	Per pit		
02-03-00-07/05-01	Removal and disposal of medium (P4 or P5) ACM Pit	Each ACM Pit		
02-03-00-08/05-01	Removal and disposal of large (P6 or P8) ACM Pit	Each ACM Pit		
02-03-00-09/05-01	Removal and disposal of extra large (P9) ACM Pit	Each ACM Pit		
02-04	Core bore			
02-04-00-03/01-01	Core bore	Each core bore		
02-04-00-03/01-02	Core bore - P20mm	Each core bore per 100mm depth		
02-04-00-03/01-03	Core bore - P50mm	Each core bore per 100mm depth		
02-04-00-03/01-04	Core bore - P100mm	Each core bore per 100mm depth		
03	CABLE INSTALLATION (UNDERGROUND)			
03-01	Pipe Proving			
03-01-00-01/01-01	Pipe Proving in existing duct	Per linear metre	\$2.79	\$2.79
03-01-00-02/01-01	Pipe Proving in existing riser on a pole or in existing riser on the external face of a building	Per existing riser on a pole or existing riser on the external face of a building	\$17.48	\$17.48
03-02	Pipe and duct blockages			

03-02-00-01/01-01	Identify & repair a damaged or block duct in any location other than rock. Only to be used where a blockage in the duct cannot be cleared using the method described in 03-02-00-02/01-01.	Per blockage repaired		
03-02-00-01/01-02	Extra-Over Rate to Identify & repair a damaged or blocked Asbestos duct in any location other than rock.	Per blockage repaired		
03-02-00-02/01-01	Clear pipe blockage using high pressure water	Per blockage cleared		
03-03	Cable hauling			
03-03-00-01/01-01	Installation of DFN cable sheath in underground duct by any means	Per linear metre	\$2.93	\$2.93
03-03-00-02/01-01	Installation of LFN cable sheath in underground duct by any means	Per linear metre	\$2.64	\$2.64
03-03-00-03/01-01	Installation of Tether fibre cable sheath in underground duct by any means	Per linear metre	\$2.64	\$2.64
03-03-00-04/01-01	Installation of cable sheath within a building or cable chamber	Per linear metre	\$5.98	\$5.98
03-03-00-05/01-01	Installation of LFN cable sheath in existing riser on a pole or in existing riser on the external face of a building	Per cable sheath	\$19.79	\$19.79
03-03-00-06/01-01	Installation of hardline in underground duct by any means	Per linear metre	\$2.71	\$2.71
03-03-00-07/01-01	Installation of hardline in an existing riser on a pole or in an existing riser on the external face of a building	Per cable	\$37.31	\$37.31
03-03-00-08/01-01	Removal of hardline in underground duct	Per linear metre	\$2.23	\$2.23
04	CABLE INSTALLATION (AERIAL)			
04-01	Cable installation (aerial) in power corridor			
04-01-00-01/01-01	Installation of cable sheath and all NBN Co infrastructure on timber poles in the power corridor	Per Span		
04-01-00-02/01-01	Installation of cable sheath and all NBN Co infrastructure on stobie poles in the power corridor	Per Span		
04-01-00-03/01-01	Installation of cable sheath and all NBN Co infrastructure on concrete or steel poles in the power corridor	Per Span		
04-02	Cable installation (aerial)			
04-02-00-01/01-01	Installation of cable sheath and all NBN Co infrastructure on timber poles in the communications corridor	Per Span		
04-02-00-02/01-01	Installation of cable sheath and all NBN Co infrastructure on stobie poles in the communications corridor	Per Span		
04-02-00-03/01-01	Installation of cable sheath and all NBN Co infrastructure on concrete or steel poles in the communications corridor	Per Span		
04-02-00-04/01-01	Installation of hardline on all pole types	Per span		
04-02-00-05/01-01	Installation of a catenary wire only on timber poles	Per span		
04-02-00-06/01-01	Installation of a catenary wire only on stobie poles	Per span		
04-02-00-07/01-01	Installation of a catenary wire only on concrete or steel poles	Per span		
04-02-00-08/01-01	Re-lashing of existing hardline to existing catenary wire	Per span		
04-02-00-09/01-01	Removal of aerial hardline	Per span		
04-02-00-10/01-01	Removal of an existing catenary wire and aerial attachment devices on any pole type	Per Span		
06	FIBRE ENCLOSURE AND CABINETS			
06-01-01	Installation of joint enclosures			
06-01-01-01/01-01	Installation of LFN fibre joint enclosure	Per LFN fibre joint enclosure	\$116.15	\$116.15
06-01-01-01/01-02	Installation of DFN fibre joint enclosure	Per LFN fibre joint enclosure	\$116.15	\$116.15
06-01-01-02/01-01	Installation of Gator fibre joint enclosure	Per DFN fibre joint enclosure	\$96.60	\$96.60
06-01-01-05/01-01	Re-entry into a fibre joint enclosure	Per fibre joint enclosure	\$74.75	\$74.75

06-01-04	Joint enclosure cable preparation			
06-01-04-01/01-01	Prepare DFN fibre cable sheath to be connected to fibre joint enclosures - 576F	Per cable sheath	\$192.05	\$192.05
06-01-04-01/01-02	Prepare DFN fibre cable sheath to be connected to fibre joint enclosures - 288F	Per cable sheath	\$161.00	\$161.00
06-01-04-01/01-03	Prepare DFN fibre cable sheath to be connected to fibre joint enclosures - 144F	Per cable sheath	\$149.50	\$149.50
06-01-04-01/01-04	Prepare DFN fibre cable sheath to be connected to fibre joint enclosures - 72F	Per cable sheath	\$138.00	\$138.00
06-01-04-02/01-01	Prepare LFN fibre cable sheath to be connected to fibre joint enclosures - 576F	Per cable sheath	\$192.05	\$192.05
06-01-04-02/01-02	Prepare LFN fibre cable sheath to be connected to fibre joint enclosures - 288F	Per cable sheath	\$161.00	\$161.00
06-01-04-02/01-03	Prepare LFN fibre cable sheath to be connected to fibre joint enclosures - 144F	Per cable sheath	\$149.50	\$149.50
06-01-04-02/01-04	Prepare LFN fibre cable sheath to be connected to fibre joint enclosures - 72F	Per cable sheath	\$138.00	\$138.00
06-01-04-02/01-05	Prepare LFN fibre cable sheath to be connected to fibre joint enclosures - 12F	Per cable sheath	\$120.75	\$120.75
06-01-04-03/01-01	Prepare Tether fibre cable sheath to be connected to fibre joint enclosures	Per cable sheath		
06-02	FTTP Cabinets			
06-02-00-01/01-01	Install FDH cabinet on any surface other than rock including plinth.	Per FDH Cabinet	\$2,191.90	\$2,191.90
06-02-00-01/02-01	Fibre connection, patch & test to FDH cabinet.	Per FDH Cabinet		
06-02	FTTN Cabinets			
06-02-00-04/01-01	Install external small Node cabinet on any surface other than rock including plinth & earthing. A small port Node Cabinet is a port Node Cabinet with a capacity to serve up to 48 end user premises.	Per Node Cabinet	\$5,626.95	\$5,626.95
06-02-00-04/02-01	Equipment & fibre installation, testing and commissioning of small port Node Cabinet. A small port Node Cabinet is a port Node Cabinet with a capacity to serve up to 48 end user premises.	Per Node Cabinet		
06-02-00-05/01-01	Install external medium Node cabinet on any surface other than rock including plinth & earthing. A medium port Node Cabinet is a port Node Cabinet with a capacity to serve up to 200 end user premises.	Per Node Cabinet	\$6,374.45	\$6,374.45
06-02-00-05/02-01	Equipment & fibre installation, testing and commissioning of medium port Node Cabinet. A medium port Node Cabinet is a port Node Cabinet with a capacity to serve up to 200 end user premises.	Per Node Cabinet		
06-02-00-06/01-01	Install external large Node cabinet on any surface other than rock including plinth & earthing. A large port Node Cabinet is a port Node Cabinet with a capacity to serve more than 200 end user premises.	Per Node Cabinet	\$6,673.45	\$6,673.45
06-02-00-06/01-05	Equipment & fibre installation, testing and commissioning of large port Node Cabinet. A large port Node Cabinet is a port Node Cabinet with a capacity to serve more than 200 end user premises.	Per Node Cabinet		
06-02-00-07/01-01	Desiccant bag replacement		\$8.05	\$8.05
06-03	FTTB Cabinets			
06-03-00-01/01-01	Installation of an internal small FTTB Cabinet	Per FTTB Cabinet	\$2,774.24	\$2,774.24
06-03-00-02/01-01	Installation of an internal medium FTTB Cabinet	Per FTTB Cabinet	\$3,316.87	\$3,316.87
06-03-00-03/01-01	Installation of an internal large FTTB Cabinet	Per FTTB Cabinet	\$3,859.50	\$3,859.50
06-03-00-04/01-01	Extra over rate for supply and install AC power cable for FTTB Cabinet	Per linear metre	\$11.84	\$11.84
06-03-00-05/01-01	Extra over rate for supply and install earth cable for FTTB Cabinet	Per linear metre	\$6.90	\$6.90
06-03-00-06/01-01	Supply and install new service earth bar	Per service earth bar	\$115.00	\$115.00

06-03-00-07/01-01	Supply and install new service earth stake	Per service earth stake	\$103.50	\$103.50
06-03-00-08/01-01	Extra over rate for the installation of a copper cable sheaths from main distribution frame to FTTB Cabinet, via riser, shaft or cable tray	Per linear metre	\$5.75	\$5.75
06-03-00-09/01-01	Extra over rate for the installation of copper cable sheaths via ceiling space, floor cavity or crawl space	Per linear metre	\$7.56	\$7.56
06-03-00-10/01-01	Install a 10 pair MDF terminal block	Per 10 pair MDF terminal block	\$17.25	\$17.25
06-03-00-11/01-01	Install a 100 pair MDF terminal frame	Per 100 pair MDF terminal frame	\$34.50	\$34.50
06-04	FAN termination			
06-04-00-01/01-01	Cable termination in FAN - 576F Cable to be terminated on HDODF	Per cable sheath	\$1,381.73	\$1,381.73
06-04-00-01/01-02	Cable termination in FAN - 288F Cable to be terminated on HDODF	Per cable sheath	\$1,381.73	\$1,381.73
06-04-00-01/01-03	Cable termination in FAN- 144F Cable to be terminated on HDODF	Per cable sheath	\$1,381.73	\$1,381.73
06-04-00-02/01-01	Supply and install patching cable for PON patching	Per patching cable	\$37.09	\$37.09
06-05	Multipoint installations			
06-05-00-01/01-01	Installation of multipoint in underground pit or manhole	Per multipoint	\$38.33	\$38.33
06-05-00-02/01-01	Installation of multipoint on any pole	Per multipoint		
06-06	Splicing			
06-06-00-01/01-01	Splicing of optic fibre ribbons.	Per Ribbon Splice	\$19.68	\$19.68
06-06-00-02/01-01	Splicing of single fibre	Per fibre	\$16.10	\$16.10
06-06-00-03/01-01	De-Ribbonise 12 fibre ribbon. The separating of ribbon fibre to separate fibres for the purpose of single fibre splicing constitutes the De-Ribbonising activity.	Per Ribbon		
06-07	Fibre testing			
06-07-02-01/01-01	DFN ODTR Testing. This item can only apply once per fibre, and irrespective of the number of OTDR tests performed on that fibre.	Per fibre	\$22.66	\$22.66
06-07-02-02/01-01	DFN Insertion Loss Testing. This item can only apply once per fibre, and irrespective of the number of insertion tests performed on that fibre.	Per fibre	\$19.17	\$19.17
06-07-02-03/01-01	LFN ODTR Testing. This item can only apply once per fibre, and irrespective of the number of OTDR tests performed on that fibre.	Per fibre	\$22.66	\$22.66
06-07-02-04/01-01	LFN Insertion Loss Testing. This item can only apply once per fibre, and irrespective of the number of insertion tests performed on that fibre.	Per fibre	\$19.17	\$19.17
06-07-02-05/01-01	Extra over rate for LFN Insertion Loss Testing to the PCD. Insertion loss testing to the PCD, in the LFN.	Per fibre	\$12.75	\$12.75
07	COPPER			
07-01-01	Copper Cross Connect Unit			
07-01-01-01/01-01	Installation of a new 900 type CCU	Per new 900 type CCU	\$700.48	\$700.48
07-01-01-02/01-01	Installation of a new 1800 type CCU	Per new 1800 type CCU	\$700.48	\$700.48
07-01-01-03/01-01	Installation of copper cable insulation displacement connection module (Connection Module) and termination of cable	Per 10 cable pairs	\$34.50	\$34.50
07-01-01-04/01-01	Upgrading of an existing CCU from 900 type to 1800 type	Per CCU required to be upgraded from 900 type to 1800 type	\$196.65	\$196.65
07-01-01-05/01-01	Cutting over existing services from an existing Connection Module to a new Connection Module	Per 10 cable pairs	\$70.15	\$70.15

07-01-01-12/01-01	Cable layup within CJL for external small port CSD node	Per CJL	\$226.55	\$226.55
07-01-01-13/01-01	Augmentation of an existing 900 type CCU (Pillar Expansion Option 1)	Per 900 type CCU	\$640.00	\$640.00
07-01-01-14/01-01	Augmentation of an existing 900 type CCU (Pillar Expansion Option 2)	Per 900 type CCU	\$870.00	\$870.00
07-01-02	Copper augment			
07-01-02-01/01-01	Installation of a new Distribution extra large copper joint	Per new Distribution extra large copper joint	\$1,300.00	\$1,300.00
07-01-02-02/01-01	Installation of a new Distribution large copper joint	Per new large copper joint	\$939.90	\$939.90
07-01-02-03/01-01	Installation of a new Distribution small copper joint	Per new small copper joint	\$450.62	\$450.62
07-01-02-04/01-01	Installation of copper cable of up to 100 pair in underground duct by any means	Per linear metre	\$3.28	\$3.28
07-01-02-05/01-01	Installation of copper cable of greater than 100 pair in underground duct by any means	Per linear metre	\$4.31	\$4.31
07-01-02-06/01-01	Installation of a new Main Cable small copper joint	Per new Main Cable small copper joint	\$1,213.73	\$1,213.73
07-01-02-07/01-01	Installation of a new Main Cable medium copper joint	Per new Main Cable medium copper joint	\$2,221.86	\$2,221.86
07-01-02-08/01-01	Installation of a new Main Cable large copper joint enclosure	Per new Main Cable large copper joint enclosure	\$3,496.00	\$3,496.00
07-01-02-09/01-01	Installation of a new Main Cable extra large copper joint enclosure	Per new Main Cable extra large copper joint enclosure	\$5,244.00	\$5,244.00
07-01-03	Copper rehabilitation			
07-01-03-01/01-01	Rehabilitate existing Distribution large openable copper joint	Per large openable copper joint	\$315.46	\$315.46
07-01-03-02/01-01	Rehabilitate existing Distribution small openable copper joint	Per small openable copper joint	\$263.35	\$263.35
07-01-03-03/01-01	Replacement of existing Distribution in-line copper joint with a new in-line large copper joint	Per existing copper joint replaced	\$473.80	\$473.80
07-01-03-04/01-01	Replacement of existing Distribution in-line copper joint with a new in-line small copper joint	Per existing copper joint replaced	\$328.90	\$328.90
07-01-03-05/01-01	Cutting over existing services from an existing copper joint to a new large copper joint	Per existing copper joint replaced	\$556.83	\$556.83
07-01-03-06/01-01	Cutting over existing services from an existing copper joint to a new small copper joint	Per existing copper joint replaced	\$387.55	\$387.55
07-01-03-07/01-01	Removal of a pair gain system	Per pair gain system	\$367.59	\$367.59
07-01-03-08/01-01	Migration of an existing service from a pair gain system to a dedicated copper circuit	Per existing service	\$152.00	\$152.00
07-01-03-09/01-01	Removal of existing line conditioning equipment	Per existing line conditioning equipment	\$174.80	\$174.80
07-01-03-10/01-01	Removal of an existing bridge tap	Per existing bridge tap	\$143.75	\$143.75
07-01-03-11/01-01	Install earth bonding cable between cable sections	Per linear metre	\$7.74	\$7.74
07-01-03-12/01-01	Transpose an existing service to a dedicated copper circuit	Per existing service	\$138.00	\$138.00
07-01-03-13/01-01	Replace aerial lead-in copper cable	Per aerial lead-in copper cable		
10	PROVISIONAL SUM ITEMS			
10-01-01-14/01-01	Supply and install electricity connection as per design	Per Cabinet		

10-01-01-15/01-01	MDU Building make ready works	Cost of building make ready works		
10-01-01-16/01-01	Telecommunications service provider fees	Amount of the fee		
10-01-01-17/01-01	Pole make ready works	Cost of pole make ready works		
10-01-01-18/01-01	Supply and install 15AMP GPO as per design	Cost of GPO installation		
10-01-01-19/01-01	Certification and professional services fees associated with activities not otherwise specified in Activity Scope	Cost of the works		
20	HFC			
20-00-01	HFC Network Extension/Augmentation			
20-00-01-05/01-01	Installation of aerial bridger amplifier in new network	Per bridger amplifier		
20-00-01-06/01-01	Installation of aerial bridger amplifier in existing network	Per bridger amplifier		
20-00-01-07/01-01	Installation of aerial line-extender amplifier in new network	Per line-extender amplifier		
20-00-01-08/01-01	Installation of aerial line-extender amplifier to existing network	Per line-extender amplifier		
20-00-01-09/01-01	Installation of non-aerial bridger amplifier in new network	Per bridge amplifier	\$114.89	\$114.89
20-00-01-10/01-01	Installation of non-aerial bridger amplifier in existing network	Per bridge amplifier	\$123.90	\$123.90
20-00-01-11/01-01	Installation of non-aerial line-extender amplifier in new network	Per line-extender amplifier	\$109.25	\$109.25
20-00-01-12/01-01	Installation of non-aerial line-extender amplifier to existing network	Per line-extender amplifier	\$123.90	\$123.90
20-00-01-13/01-01	Replacement of amplifier module in existing aerial mounted line/bridger amplifier enclosure	Per amplifier module		
20-00-01-14/01-01	Replacement of amplifier module in existing non-aerial mounted line/bridge amplifier enclosure	Per amplifier module	\$95.24	\$95.24
20-00-01-15/01-01	Installation of aerial directional coupler, network splitter, line equaliser or line power inserter in new network	Per coupler or network splitter or line power inserter		
20-00-01-16/01-01	Installation of aerial mounted directional coupler, network splitter, line equaliser or line power inserter in existing network	Per coupler or network splitter or line power inserter		
20-00-01-17/01-01	Installation of non-aerial directional coupler, network splitter, line equaliser or line power inserter in new network	Per coupler or network splitter or line power inserter	\$83.34	\$83.34
20-00-01-18/01-01	Installation of non-aerial directional coupler, network splitter, line equaliser or line power inserter in existing network	Per coupler or network splitter or line power inserter	\$83.34	\$83.34
20-00-01-19/01-01	Installation of aerial line power supply in new network	Per line power supply		
20-00-01-20/01-01	Installation of aerial line power supply in existing network	Per line power supply		
20-00-01-26/01-01	Installation of pedestal mounted line power supply in new network	Per line power supply		
20-00-01-27/01-01	Installation of pedestal mounted line power supply in existing network	Per line power supply		
20-00-01-33/01-01	Alignment of aerial HFC active equipment	Per HFC active equipment		
20-00-01-34/01-01	Alignment of non-aerial HFC active equipment	Per HFC active equipment	\$54.05	\$54.05
20-00-01-35/01-01	Earthing of catenary wire	Per earth	\$90.85	\$90.85
20-00-01-37/01-01	Installation of aerial tap in new network	Per tap		
20-00-01-38/01-01	Installation of non-aerial mounted tap in new network	Per tap	\$46.58	\$46.58

20-00-01-39/01-01	Supply and install optical patch cable within HDODF	Per patch cable	\$36.03	\$36.03
20-00-01-40/01-01	Installation of pedestal	Per pedestal		
20-00-01-41/01-01	Replacement or installation of aerial KS port terminator or equivalent device	Per terminator or equivalent device		
20-00-01-42/01-01	Replacement or installation of non-aerial KS port terminator or equivalent device	Per terminator	\$37.95	\$37.95
20-00-01-43/01-01	End of line proof of performance testing	Per end of line tap	\$128.80	\$128.80
20-00-01-44/01-01	Return path noise testing of an optical node in the existing network	Per optical node	\$87.40	\$87.40
20-00-01-47/01-01	Removal of non-aerial bridger amplifier or non-aerial line extender amplifier in existing network	Per non-aerial bridger amplifier or non-aerial line extender amplifier device	\$71.30	\$71.30
20-00-01-48/01-01	Removal of aerial bridger amplifier or aerial line extender amplifier in existing network	Per device		
20-00-01-49/01-01	Removal of non-aerial coupler or non-aerial network splitter in existing network	Per device	\$74.75	\$74.75
20-00-01-50/01-01	Removal of aerial coupler or aerial network splitter in existing network	Per device		
20-00-01-51/01-01	Removal of non-aerial tap in existing network	Per tap	\$65.55	\$65.55
20-00-01-52/01-01	Removal of aerial tap in existing network	Per tap		
20-00-01-53/01-01	Removal of non-aerial terminator in existing network	Per terminator	\$52.90	\$52.90
20-00-01-54/01-01	Removal of aerial terminator in existing network	Per terminator		
20-00-01-55/01-01	Installation of aerial tap in existing network	Per tap		
20-00-01-56/01-01	Installation of non-aerial tap in existing network	Per tap	\$45.54	\$45.54
20-00-01-57/01-01	Reconfigure output of aerial directional coupler or aerial network splitter in an existing network	per device		
20-00-01-58/01-01	Reconfigure output non-aerial directional coupler or network splitter in existing network	per device	\$61.07	\$61.07
20-00-01-59/01-01	Removal of non aerial power blocker in existing network	per device		
20-00-01-60/01-01	Removal of aerial power blocker in existing network	per device		
20-00-01-61/01-01	Installation of non-aerial power blocker in existing network	per device	\$49.45	\$49.45
20-00-01-62/01-01	Installation of aerial mounted power blocker in existing network	per device		
20-00-01-63/01-01	Installation of aerial RF splice in existing network	Per Splice		
20-00-01-64/01-01	Installation of non-aerial RF splice in existing network	Per Splice	\$47.23	\$47.23
20-00-02	Activities not shown in F-DDD M-DDD			
20-00-02-01/01-01	Provision of HFC technical crew to perform work described in section 4.6.7.3 of the Activity Scope in connection with the underground network	Per day	\$1,656.00	\$1,656.00
20-00-02-02/01-01	Provision of HFC technical crew to perform work described in section 4.6.7.3 of the Activity Scope in connection with the aerial network	Per day		
20-00-02-03/01-01	Provision of HFC technical crew to perform work described in 4.6.7.4 of the Activity Scope in connection with the aerial network	Per day		
20-00-02-04/01-01	Provision of HFC technical crew to perform work described in 4.6.7.4 of the Activity Scope in connection with the underground network	Per day	\$1,656.00	\$1,656.00
20-00-02-07/01-01	Replacement of amplifier module in existing aerial mounted line/bridger amplifier enclosure	Per amplifier module		
20-00-02-08/01-01	Replacement of amplifier module in existing non-aerial mounted line/bridge amplifier enclosure	Per amplifier module	\$58.51	\$58.51
20-00-02-10/01-01	Installation of tie-cabling from PCD to wall plate	Per wall plate	\$171.81	\$171.81
20-00-02-11/01-01	Re-lashing of existing hardline to existing catenary wire	Per Coaxial Cable Span		
20-00-02-12/01-01	Removal of existing line power supply, line power inserter and pedestal housing in existing network	Per pedestal housing	\$287.50	\$287.50
20-00-02-13/01-01	Removal and replacement of aerial amplifier in existing network	Per Amplifier		

20-00-02-14/01-01	Removal and replacement of non-aerial amplifier in existing network	Per Amplifier	\$77.69	\$77.69
20-01-02	SDU HFC premises and drop line plant			
20-01-02-01/01-01	Replacement of aerial tap in the existing network	Per tap		
20-01-02-03/01-01	Replacement of non-aerial tap in the existing network	Per tap	\$58.10	\$58.10
20-01-02-06/01-01	Installation of tie-cabling from PCD to wall plate	Per wall plate	\$169.05	\$169.05
20-01-02-07/01-01	Replacement of existing PCD with a lock box	Per PCD	\$97.10	\$97.10
20-01-02-08/01-01	Extra over for Installation of a lock box PCD	Per PCD	\$6.48	\$6.48
50	MULTI-DWELLING UNITS			
50-01	Cable installation (Multi-Dwelling Units)			
50-01-00-01/01-01	Supply & Installation of cable tray in buildings	Per linear metre	\$29.06	\$29.06
50-01-00-02/01-01	Supply & Installation of catenary wire system in buildings	Per linear metre	\$19.24	\$19.24
50-01-00-03/01-01	Supply and installation of ducting <30mm width (including the cable within the ducting)	Per linear metre	\$18.98	\$18.98
50-01-00-04/01-01	Supply and installation of ducting >30mm width (including the cable within the ducting)	Per linear metre	\$34.00	\$34.00
50-01-00-05/01-01	Installation of Internal Connection Device (ICD) or Premises Connection Device (PCD)	Each ICD or PCD	\$45.99	\$45.99
50-01-00-06/01-01	Installation of One Pass Fibre Pathway in buildings	Per linear metre		
50-01-00-07/01-01	Connecting One Pass Fibre Pathway to ICD or PCD	Each ICD or PCD		
50-01-00-08/01-01	Installation of Fibre Collector Distributor (FCD) or Fibre Distribution Terminal (FDT) or Cable Transition Location (CTL) within buildings	Each FCD, FDT or CTL	\$43.70	\$43.70
50-01-00-09/01-01	Installation of Premises Distribution Hub (PDH)	Each PDH	\$50.60	\$50.60
50-01-00-13/01-01	Installation of coaxial network distribution cable (backbone cabling) on existing or new cable tray	Per linear metre	\$4.82	\$4.82
50-01-00-14/01-01	Installation of apartment amplifier in buildings	Per amplifier	\$71.61	\$71.61
50-01-00-15/01-01	Installation of MDU security enclosure	Per MDU security enclosure	\$62.10	\$62.10
50-01-00-16/01-01	Installation of tap in buildings	Per tap	\$48.83	\$48.83
50-01-00-17/01-01	Installation of directional coupler or splitter in buildings	Per directional coupler or splitter	\$71.42	\$71.42
50-01-00-19/01-01	Installation of coaxial service drop cable (lateral) from isolator to the ICD in existing or new duct and the installation of the ICD	Per drop	\$65.61	\$65.61
50-01-00-20/01-01	Installation of coaxial service drop cable (lateral) from isolator to ICD on existing or new cable tray and the installation of the ICD	Per drop	\$118.19	\$118.19
50-01-00-21/01-01	Installation of coaxial service drop cable (lateral) from isolator to ICD in cavity or communications riser and the installation of the ICD	Per drop	\$91.05	\$91.05
50-01-00-22/01-01	Installation of coaxial customer premises tie-cabling from ICD to wall plate	Per wall plate	\$137.42	\$137.42
50-01-00-23/01-01	Installation of coaxial customer premises tie-cabling from isolator to unterminated location within ceiling void	Per Tie cable	\$118.19	\$118.19
50-01-00-24/01-01	Installation of coaxial customer premises drop cable from isolator to wall plate in existing or new ducting	Per drop	\$207.00	\$207.00
50-01-00-25/01-01	Installation of coaxial customer premises drop cable from isolator to wall plate on existing or new cable tray	Per drop	\$182.98	\$182.98
50-01-00-26/01-01	Installation of coaxial customer premises drop cable from isolator to wall plate in cavity or communications riser	Per drop	\$182.98	\$182.98
50-01-00-27/01-01	Supply and installation of ducting <30mm width	Per linear metre	\$18.00	
50-01-00-28/01-01	Supply and installation of ducting >30mm width	Per linear metre	\$35.00	
50-02	Construction works (Multi-Dwelling Units)			
50-02-00-01/01-01	Provide a wall penetration of up to 20mm diameter in brick or concrete wall only	Each 20mm diameter wall penetration	\$41.40	\$41.40

50-02-00-02/01-01	Provide a wall penetration of up to 50mm diameter in brick or concrete wall only	Each 50mm diameter wall penetration	\$72.45	\$72.45
50-02-00-03/01-01	Provide a wall penetration of up to 100mm diameter in brick or concrete wall only	Each 100mm diameter wall penetration	\$108.10	\$108.10
50-02-00-04/01-01	Provide a floor penetration of up to 20mm diameter	Each 20mm floor penetration	\$87.57	\$87.57
50-02-00-05/01-01	Provide a floor penetration of up to 50mm diameter	Each 50mm floor penetration	\$171.56	\$171.56
50-02-00-06/01-01	Provide a floor penetration of up to 100mm diameter	Each 100mm floor penetration	\$288.65	\$288.65
51	LEAD-INS			
51-01	Aerial lead-ins (Drops)			
51-01-00-01/01-01	Installation of a single service drop sheath (SDS) on a single span	Per aerial service drop		
51-01-00-02/01-01	Extra over rate for additional spans for an aerial service drop	Each additional Span		
51-01-00-03/01-01	Extra over rate for supply and installation of an raiser pole on a building.	Each raiser pole installed		
51-01-00-04/01-01	Installation of a coaxial drop cable on a single span	Per aerial service drop		
51-01-00-05/01-01	Extra over rate for installation of a new coaxial drop cable in-span	Per in-span Drop		
51-01-00-08/01-01	Extra over for supply and Installation of rooftop raiser on a building	Per tile raiser		
51-01-00-09/01-01	Extra over rate for additional spans for a aerial coaxial service drop via catenary path	Each additional Span		
51-02	Underground lead-ins (Drop)			
51-02-00-01/01-01	Single dwelling unit lead-in connection survey	Per single dwelling unit premise	\$15.29	\$15.29
51-02-00-02/01-01	Installation of service drop sheath underground	Per service drop	\$258.75	\$258.75
51-02-00-03/01-01	Installation of direct service drop sheath underground	Per direct service drop		
51-02-00-04/01-01	Extra over rate for the supply and install of new lead-in pipe, minimum charge 3 metres route length, by any means	Per linear metre		
51-02-00-05/01-01	Extra over rate to repair lead-in conduit	Per repaired lead-in conduit		
51-02-00-06/01-01	Supply and install of Y connectors	Per Y connector	\$134.55	\$134.55
51-02-00-09/01-01	Installation of non-aerial coaxial service drop with a setback 3 metres or more	Per coaxial service drop		
51-03	Non-executable Premises (Demand Drops)	Unit of Measurement		
51-03-00-01/01-01	Incomplete Non-executable Premises	Per incomplete Non-executable Premise		
51-03-00-02/01-01	Complete Non-executable Premises	Per complete Non-executable Premise		
55	OTHER			
55-06-07	Pit riser			
55-06-07-10/01-01	Supply & install pit riser (P4).	Each pit riser		
55-06-07-10/01-02	Supply & install pit riser (P5).	Each pit riser		
55-06-07-10/01-03	Supply & install pit riser (P6).	Each pit riser		
55-06-07-10/01-04	Supply & install pit riser (P8).	Each pit riser		
55-06-07-10/01-05	Supply & install pit riser (P9).	Each pit riser		
55-06-07-11/01-01	Supply & install pit lid (P4).	Each pit lid		
55-06-07-11/01-02	Supply & install pit lid (P5).	Each pit lid		

55-06-07-11/01-03	Supply & install pit lid (P6).	Each pit lid		
55-06-07-11/01-04	Supply & install pit lid (P8).	Each pit lid		
55-06-07-11/01-05	Supply & install pit lid (P9).	Each pit lid		

Item	Description	UOM	Rate
	Labour		
1.1.1	Leading Hand	Hr	\$ 75.00
1.1.2	Leading Hand	Day (8 Hours)	\$ 600.00
1.1.3	Leading Hand	Night Shift Hr	\$ 100.00
1.1.4	Leading Hand	Night Shift (8 Hours)	\$ 800.00
1.2.1	Technician	Hr	\$ 85.00
1.2.2	Technician	Day (8 Hours)	\$ 680.00
1.2.3	Technician (minimum 4 hours)	Night Shift Hr	\$ 110.00
1.2.4	Technician (minimum 4 hours)	Night Shift (8 Hours)	\$ 880.00
1.3.1	Labourer	Hr	\$ 55.00
1.3.2	Labourer	Day (8 Hours)	\$ 440.00
1.3.3	Labourer (minimum 4 hours)	Night Shift Hr	\$ 80.00
1.3.4	Labourer (minimum 4 hours)	Night Shift (8 Hours)	\$ 640.00
1.4.1	Plant Operator	Hr	\$ 65.00
1.4.2	Plant Operator	Day	\$ 520.00
1.4.3	Plant Operator (minimum 4 hours)	Night Shift Hr	\$ 90.00
1.4.4	Plant Operator (minimum 4 hours)	Night Shift	\$ 720.00
1.5.1	Spotter	Hr	\$ 45.00
1.5.2	Spotter	Day	\$ 360.00
1.5.3	Spotter (minimum 4 hours)	Night Shift Hr	\$ 70.00
1.5.4	Spotter (minimum 4 hours)	Night Shift	\$ 560.00
1.6.1	Electrician	Hr	\$ 85.00
1.6.2	Electrician	Day	\$ 680.00
1.6.3	Electrician (minimum 4 hours)	Night Shift Hr	\$ 110.00
1.6.4	Electrician (minimum 4 hours)	Night Shift	\$ 880.00
	Plant		
2.1.1	Light Vehicle - Ute or Similar (8 Hours)	Day/Night	
2.1.2	Technicians Van/Truck (8 Hours)	Day/Night	
2.1.3	Excavator - 5t-8t (8 Hours)	Day/Night	
2.1.4	Truck & Dog (8 Hours)	Day/Night	
2.1.5	EWP - Truck Mounted	Day/Night	
2.1.6	EWP - Self Propel All Terrain	Day/Night	

Section 6: Subcontractor Activity scope

Subcontractor's Scope of Work 'may include' installation (underground & aerial) of 'Lead Ins/Drops' for Single Dwelling Units (SDU) on the Telstra HFC network as defined in the SORs pertained within this Agreement. Detailed Scope of Work will be contained in the Work Package issued to Subcontractor by Contractor. This work shall be carried out in accordance with the SOR to the End Users premises including internal/external works where appropriate. Subcontractor shall also make reference to Section 6 – Scope Matrix document supplied with this Agreement. This document identifies the obligations for NBN Co, Contractor and Subcontractor.

This Agreement applies to Bulk Work Releases for SAMs located in the Sydney bundles.

During the pre-construction planning stage, all associated parties shall jointly review and determine the allocation of supporting 'Lead-In/Drops' based upon the best for project outcome principal.

Refer the documentation listed in Section 4 for the applicable standards and specifications relating to the performance of all work activities associated with 'Lead-In/Drops' or otherwise.

Pre field work activities that are included in the Subcontractor's scope include (but not limited to):

- a. Pre-construction walk out & planning activities in conjunction with contractor
- b. Coordination of all logistic requirements (ordering of any NBN provided equipment and materials via contractor). All items required outside of NBN Co (by Contractor) supplied equipment are to be supplied by the Subcontractor complete the scope of work.
- c. Management and implementation of all pre-work notification specifically associated with the lead-in scope of work.

Activities and reporting requirements that are included in the Subcontractor's scope include (but not limited to):

- a. Daily Site Reports – These are to be in the form of diary entries and are to specify work location(s), resources on site and a summary of works carried out and accomplished by the relative crew – Issued to Contractor by 0900 hours the following work day. This function will work alongside the Project Information Management System Subcontractor uses within their company.
- b. Weekly Progress Reports – Weekly reports to provide the overall % complete on each SoR item defined in the work package. This to also include any delay which Subcontractor may have encountered – Weekly report due by 0900 hours each Monday for the preceding week.
- c. Monthly Subcontractor Performance Report – Monthly report which provides information on (but not limited to): number of personnel on-site (per SAM), man hours expended (per SAM), EH&S statistics (LTI's, MTI's, FAC's, HAZOBS), training hours, audits carried out (Environmental & Health and Safety), Non-conformance issues identified, Non-conformance reports closed out, EH&S alerts distributed, Tool Box talks carried out.

All reports to be emailed Contractor by the designated times above to – nbntelstrahfc@lendlease.com

At Contractors sole discretion, it may offer Subcontractor any Scope of Work as defined in Section 5, irrespective of it being associated directly with 'Lead-in/Drops' or otherwise.

Section 7: Telstra Requirements

As per ShareFile attachment: "Section 7B – Telstra Requirements"

Section 8: Data and IT Requirements

As per ShareFile attachment: "Section 8 – Data and IT Requirements"

Section 9: Defect Rectification Timeframes

Work will not be accepted with any Major defects present.

Outstanding Minor defects identified will form part of the Defect Rectification Plan (DRP) agreed with the Contractor prior to granting of Completion.

Defects which are Critical i.e. safety related, are to be rectified within one (1) Business Day.*

Defects which are Major are to be rectified within ten (10) Business Days.*

Defects which are Minor are to be rectified within twenty one (21) Business Days.*

* The classification of defects as Critical, Major and Minor is set out in NBN-CON-CKL-1129 Quality Checklist document, supplied along with the above-mentioned reference documents via the ShareFile link.

Section 10: Security Requirements

As per the ShareFile attachment: "Section 10 – Security Requirements"

Section 11: Forms

The following forms have been supplied along with the above-mentioned reference documents via the ShareFile link.

- 1) Deed of Novation
- 2) Deed of Subcontractor Warranty
- 3) Deed of Guarantee and Indemnity
- 4) Moral Rights Consent Deed Poll
- 5) Statutory Declaration re Payment of Subcontractors
- 6) Subcontractor's Statement regarding Worker's Compensation, Payroll Tax and Remuneration
- 7) Approved Security (Unconditional Undertaking) Form
- 8) Completion Certificate
- 9) Subcontractor Approval to Sub-subcontract

Section 12: Special Conditions

SC 1 – In clause 5.6 of Section 2 add in the following new paragraph: *“Tax invoices must include the following information: Subcontract Agreement Number, job number, SAM number and Work Order number (if applicable)”*.

SC 2 – In clause 20.1 add in a new sub-clause – (a) Free Issue Material (FIM) – Where Subcontractor is issued materials on a Free Issue or Ex-store basis, all materials are to be carefully handled, stored and kept secure at all times prior to their installation and completion of the Works. Subcontractor shall maintain ‘receipt issue and installation’ records for all FIM and shall provide a reconciliation of these items within the Subcontractors Monthly Report. Surplus FIM shall be returned to Contractor’s store prior to completion of the Works.