

Memorandum of Understanding

For Licensed Use of NSW Government Communications Facilities

This Memorandum of Understanding is dated the 29TH day of August 2016

Between:

The NSW Government Telecommunications Authority (**Telco Authority**)

Secretary of the Department of Premier and Cabinet

Secretary of the Department of Transport

Secretary of the Department of Finance, Services and Innovation

~~Secretary of The Treasury~~

Secretary of the Department of Family and Community Services

Secretary of the Department of Industry, Skills and Regional Development

Secretary of the Ministry of Health

Secretary of the Department of Justice

~~Secretary of the Department of Education~~

Secretary of the Department of Planning and Environment

Commissioner of the NSW Police Force

Introduction:

- A** The parties to this Memorandum of Understanding (**MOU**) agree to use this MOU as the foundation document for any licence entered into between any two or more of the parties to access a Site and to use Equipment.
- B** Each party agrees that, in respect of any Site where Equipment is located, it will observe the provisions of this MOU, whether as a Site Owner, Infrastructure Owner or a Licensee, as appropriate.
- C** Any Special Conditions take precedence over any inconsistent terms of the MOU.
- D** This MOU does not apply to land or Equipment that is not owned by a government entity.

It is agreed:

1. Definitions and Interpretation

1.1 Definitions

In this MOU, unless the context clearly indicates otherwise:

Access Request Form means the form contained in Annexure A to the Site Access Protocol;

Address for Service means the contact details of each party as set out in:

(a) clause 19, in respect of this MOU, or

(b) the relevant Site Schedule, in respect of each Licence that may be entered into,

or any other contact details as otherwise advised in writing by any party to all other relevant parties as its new Address for Service;

Agency means any public person or State instrumentality, department or agency;

ARPANSA Standard means the *Radiation Protection Standard (Series No 3) Maximum Exposure Levels to Radiofrequency Fields – 3 kHz to 300 GHz* published by the Australian Radiation Protection and Nuclear Safety Agency as amended from time to time and includes any standard that substantially replaces it;

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, and concludes at 5pm on that day;

Equipment means telecommunications equipment and includes both the existing telecommunications equipment located at the Site and any Licensee Works;

GST means any form of goods and services tax payable under the GST Law;

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Infrastructure Owner means a person who owns Equipment on a Site;

IPART means the NSW Independent Pricing and Regulatory Tribunal;

Law means any law including common law or a law under any statute, ordinance, regulation or code;

Licence means a licence as provided for in clause 4;

Licence Fee means the fee payable by the Licensee to the Site Owner in consideration for the Site Owner granting the Licence, as set out in the Site Schedule which may include:

(a) a fee payable to the registered proprietor of the Site as determined by IPART; and

(b) a fee to access and use the relevant Equipment;

Licensee means a person that has signed a Site Schedule as a licensee, including (where relevant) the licensee's employees and agents;

Licensee Works means work carried out by a Licensee to replace "like for like" Equipment, install new Equipment or add to existing Equipment on a Site;

Maximum RF-EME Levels means the maximum allowable radiation levels under the ARPANSA Standard;

Permitted Use means the use of the Site described in the Site Schedule;

RF-EME means radiofrequency electromagnetic energy and is the electromagnetic energy generated by radio waves, being the standard term used by the NSW Government to encompass the range of radio frequencies from 3kHz to 300Ghz and means the same as radiofrequency radiation and electromagnetic emissions, electromagnetic energy or radiation used in the numerous standards, legislation and regulations;

Services means utilities running through or servicing the Site, such as electricity and water or other services as described in the Site Access Protocol or Site Schedule;

Site means the area or premises described in the Site Schedule;

Site Access Protocol means the Site Access Protocol at Schedule 1 to this MOU;

Site Owner means the owner of or the responsible entity for the Site;

Site Schedule means the Site Schedule at Schedule 2 to this MOU; and

Special Conditions mean any special conditions contained in the Site Schedule which are notified to the Licensee in accordance with clause 4.1(d).

1.2 Interpretation

In this MOU, unless the context clearly indicates otherwise:

- (a) a reference to **this MOU** or another document means this MOU or that other document and any document which varies, supplements, replaces, assigns or novates this MOU or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, schedule or annexure to or of this MOU;
- (e) the introduction, schedules and annexures form part of this MOU;
- (f) the **introduction** accurately sets out the circumstances in which the parties have entered into this MOU;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this MOU;
- (k) an **obligation** or **warranty** on the part of two or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a reference to a **breach of warranty** includes that warranty not being complete, true or accurate;

- (m) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (n) **including** and **includes** are not words of limitation;
- (o) the words **at any time** mean at any time and from time to time;
- (p) a reference to a time is to that time in New South Wales;
- (q) a word that is derived from a defined word has a corresponding meaning;
- (r) **monetary amounts** are expressed in Australian dollars;
- (s) the singular includes the plural and vice versa;
- (t) words importing one gender include all other genders; and
- (u) a reference to a thing includes each part of that thing.

2. Status of the parties

The parties agree that by signing this MOU, each Agency, corporation, division or other body within or under the control of, or related to that party (including an executive agency related to a Department, within the meaning of the *Government Sector Employment Act 2013*) (**Related Organisation**), may enter into a Licence as if that Related Organisation were a party to this MOU but those parties are not legally bound by the terms of a Licence until such time as that Licence has been signed by all of the relevant parties.

3. Term

This MOU applies from the date that it is signed by all parties until renegotiated or terminated.

4. Licence

4.1 Access Request

- (a) An access request cannot be made in respect of, and to avoid doubt this MOU does not apply to, any land or Equipment where consent or approval is required from the Rail Corridor Management Group within Sydney Trains (RCMG) or, in respect of the Country Regional Network only, TfNSW or TfNSW's appointed Rail Infrastructure Manager (as that term is defined in the *Rail Safety National Law (NSW) (2012)*); and, if RCMG ceases to exist, then an access request cannot be made in respect of, and to avoid doubt this MOU does not apply to, any land or Equipment where consent or approval is required from such office that performs the same functions of RCMG.
- (b) A party seeking to gain access to and a licence for a Site or Equipment or both (**Requesting Party**) must submit an Access Request Form to the relevant Site Owner and Infrastructure Owner. The Requesting Party agrees to comply with this MOU and the Site Access Protocol while the access request is pending. Any access request may also include a proposal to carry out Licensee Works in accordance with clause 11.
- (c) The Site Owner and Infrastructure Owner must, within a reasonable time, notify the Requesting Party as to whether the access request has or has not been accepted. Any acceptance of an access request must not be unreasonably withheld.
- (d) When providing its acceptance of any access request, a Site Owner and Infrastructure Owner must notify the Requesting Party of any Special Conditions that are to be imposed on the Licence.

4.2 Grant of Licence

- (a) Once a Site Owner and Infrastructure Owner accept an access request from a Requesting Party, the Site Owner, Infrastructure Owner and the Requesting Party must sign a Site Schedule.

Note: Where the Site Owner and Infrastructure Owner are the same person, that party will sign the Site Schedule in both capacities.

- (b) On the date that the relevant Site Schedule is signed, a Licence is granted for the agreed purpose:
 - (i) by the Site Owner to the Requesting Party to use the Site named in the Site Schedule and carry out any Licensee Works; and
 - (ii) by the Infrastructure Owner to the Requesting Party to use or have access to the Equipment named in the Site Schedule and to carry out any Licensee Works.
- (c) The terms of this MOU, including the Site Access Protocol and the Site Schedule are taken to be the conditions of the Licence.
- (d) If Special Conditions are agreed in an individual Site Schedule, those conditions take precedence over any inconsistent terms of this MOU.
- (e) Each party agrees that no further documentation is required for the grant of the Licence.

4.3 Notification of Telco Authority

Each party agrees that it will notify the Telco Authority of any Licence that is entered into and provide a copy of the signed Site Schedule to the Telco Authority.

5. Site Owner obligations

The Site Owner must:

- (a) **Access:** permit the Licensee access to the Site and to any applicable buildings and structures on the Site, provided that the Site Owner shall at all times have the right to enter upon or remain in any part of the Site for any purpose, with or without equipment, without any payment of compensation to the Licensee;
- (b) **Access ways:** maintain any access ways to the Site (unless the Site Access Protocol places this obligation on the Licensee);
- (c) **Services:** if there are Services to the Site, use reasonable endeavours to ensure the Services to the Site are operative at all times; and
- (d) **Comply with Laws and Guidelines:** comply with all applicable Laws and guidelines issued by the Telco Authority at the time the Licence is entered into.

6. Infrastructure Owner obligations

The Infrastructure Owner must:

- (a) **Access:** permit the Licensee access to the Equipment, provided that the Infrastructure Owner shall at all times have the right to access any part of its own Equipment, without any payment of compensation to the Licensee; and
- (b) **Comply with Laws and Guidelines:** comply with all applicable Laws and guidelines issued by the Telco Authority at the time the Licence is entered into.

7. Licensee obligations

The Licensee in any areas of the Site within its responsibility and in respect of the Equipment that it owns, must:

- (a) **Licence Fee:** on receipt of a Tax Invoice issued by the Site Owner and Infrastructure Owner, pay to the Site Owner and the Infrastructure Owner the Licence Fee;
- (b) **Use:** only use the Site for the Permitted Use and in accordance with the provisions of this MOU;
- (c) **Comply with Laws and guidelines:** comply with all applicable Laws and guidelines issued by the Telco Authority at the time the Licence is entered into;
- (d) **Maintain required approvals:** apply for, obtain and maintain all necessary approvals required in relation to the Equipment and this MOU;
- (e) **Notify risks:** notify the Site Owner and the Infrastructure Owner of any acts or omissions by either party or other events of which it is aware in relation to the use of the Site or Equipment, which may endanger the public, the Site or the Equipment;
- (f) **Safety precautions:** comply with all relevant work health and safety laws to ensure the safety of all persons present on the Site and take steps to mitigate any risk of injury to persons that may arise as a result of the Licensee's use of the Site and Equipment;
- (g) **Installation and operation of Equipment:** ensure that the Equipment is installed and operated, and any works on the Site are undertaken, in accordance with applicable regulations, industry standards, development consents, engineering reports, designs and specifications (including manufacturer's recommendations);
- (h) **Keep clean and secure:** keep the Site in a clean, safe and secure condition, with appropriate safeguards for safety, including fire safety;
- (i) **Signage:** not without the prior written approval of the Site Owner erect, display, affix, paint or exhibit on or to the Site any sign other than approved hazard warning signage;
- (j) **Remediation:** upon termination return the Site to its previous configuration at the time the Licensee's Equipment was installed where reasonable and feasible, and if requested by the Site Owner or Infrastructure Owner, remove all equipment, structures and signage owned by the Licensee from the Site (at the Licensee's cost). If a Licensee does not return the Site to its previous configuration, the Site Owner or Infrastructure Owner may undertake any reasonable work required to return the Site to its previous configuration and the Licensee must pay to the Site Owner or Infrastructure Owner the reasonable costs of doing so;
- (k) **No damage:** not damage or remove any fixtures on the Site and shall repair any damage to Site;
- (l) **Site and Services sharing:** if it is permitted to use available Services (if any) currently at the Site, comply with all conditions as shall be determined by the Site Owner (which may include separate metering and payment for Services – whether separately metered or allocated from shared Service costs) and ensure that the use of the Services does not interfere in any way with the use of the Site by another Licensee;
- (m) **Insurance:** maintain insurance cover for its Equipment and the risk of damage to the Site;
- (n) **Public liability:** maintain public liability insurance to the value of \$20 million by way of a suitably agreed insurance policy or by way of the NSW Treasury Managed Fund;
- (o) **Other costs:** will pay to the Site Owner or Infrastructure Owner (where relevant):

- (i) design review costs being the costs of reviewing and commenting on any design issues including the analysis of structural issues and the examination of any telecommunication interference reports;
- (ii) the costs of providing any onsite protection officers to review, inspect and audit the works required to install the relevant Equipment;
- (iii) any call out costs relating to staff employed by the Site Owner or Infrastructure Owner (or their agents or contractors) to respond to any emergencies or maintenance required by the Licensee in respect of the Site and the relevant Equipment; and
- (p) **Information management:** comply with any technical information management requirements applied for the purposes of updating and managing site relevant information.

8. Consent of the Telco Authority

Where anything in this MOU may be done with the approval or consent of the Telco Authority, the Telco Authority is not to unreasonably withhold its approval or consent and it may impose reasonable conditions on its approval or consent.

9. Interference to Telco Authority or others

- (a) If the Telco Authority, the Site Owner or the Infrastructure Owner consider that, as a result of the use and operation by the Licensee of the Site, interference is being caused or is likely to be caused to the Site or to any Equipment or buildings and structures on the Site:
 - (i) the Telco Authority, the Site Owner or the Infrastructure Owner (as the case may be) may serve a written notice on the Licensee directing the Licensee to make such specified adjustments and alterations to the Equipment or the Licensee's use of the Site as the Telco Authority, the Site Owner or Infrastructure Owner (as applicable) considers will eliminate and remove such interference;
 - (ii) the Telco Authority, Site Owner or the Infrastructure Owner (as applicable) may, in any notice served under clause 9(a)(i), direct the Licensee to remove antennas or other item of Equipment of the Licensee, but only where no other action or measure is effective in eliminating such interference; and
 - (iii) the Licensee must commence the actions specified in any notice served under clause 9(a)(i) within the timeframe specified in the notice, or where no timeframe is specified within 5 Business Days of receipt of the notice.
- (b) The parties are to use their best endeavours to resolve any dispute in respect of Equipment interference within 15 Business Days of the dispute arising.
- (c) If any issue relating to Equipment interference is not resolved through the process set out in clause 9(b), the parties must abide by Part 4.3 "Settlement of inference disputes" under the *Radiocommunications Act 1992* (Cth).

10. Work health and safety requirements for RF-EME

The parties must, in the installation, operation and maintenance of any Equipment on the Site under a Licence, ensure that all applicable work, health and safety requirements are complied with including, but not limited to, the following legislation, regulations and guidelines:

- (a) the *Work Health and Safety Act 2011* (NSW) and *Work Health and Safety Regulation 2011* (NSW);
- (b) the *Radiocommunications Act 1992* (Cth); and
- (c) the ARPANSA Standard,

such that the parties' employees, contractors, agents or invitees in the normal course of their duties in proximity to the Site or any member of the public or other parties on the Site shall not be exposed to cumulative RF-EME levels that exceed the Maximum RF-EME Levels.

11. Licensee Works

If the Licensee wishes to carry out Licensee Works, then it must prior to commencing the installation of the Licensee Works and at its own cost:

- (a) submit an Access Request Form to the relevant Site Owner and Infrastructure Owner (which may be the same form that request access to a Site or existing Equipment);
- (b) obtain the written approval of the Site Owner and Infrastructure Owner (where relevant);
- (c) prepare and provide plans describing the proposed Licensee Works to the Site Owner and Infrastructure Owner;
- (d) provide a structural loading report to the Site Owner and Infrastructure Owner from an appropriately qualified consultant. The structural loading report must contain details of whether, and the extent to which the consultant considers, that any strengthening is required prior to the installation of the Licensee Works or a certification as to the loading of the structure. The report must also include all the loading details of all the feeders, antennae and fixtures used in the calculations;
- (e) if deemed necessary by the Site Owner or Infrastructure Owner, enter into a new or amended Site Schedule; and
- (f) provide a draft Radio Communications Site Management Book (**RCSMB**) and post it on the National Sites Archive (**NSA**);
- (g) comply with, and ensure that its agents, contractors, employees and invitees comply with, any instructions from the Site Owner or Infrastructure Owner, whether given verbally or in writing, in respect of any Licensee Works undertaken on the Site; and
- (h) within 20 Business Days of completion of any Licensee Works, the Licensee will post the final RCSMB on the NSA and provide such documentation to the Site Owner or Infrastructure Owner (as relevant) as outlined in the Site Access Protocol.

12. Amendment of Site Access Protocol and Site Schedule

- (a) The Site Access Protocol and the Site Schedule (not being a Site Schedule that has been executed by relevant parties) may, from time to time, be re-issued by the Telco Authority due to legislative changes or any significant changes in operational and management circumstances.
- (b) Any proposed changes to the Site Access Protocol and Site Schedule must be the subject of prior consultation with the other parties to this MOU before the changes are put into effect in accordance with clause 12(c).
- (c) Changes in the Site Access Protocol and the Site Schedule will be sent by way of a notice to the other parties to this MOU and any nominated contact officer of a party in relation to the particular Site.

13. Additional Services

If there are no Services available to the Site the Licensee may, at its expense, arrange for such Services as the Licensee may reasonably require to be connected (including any easement and access rights for utilities), provided it does not affect or impinge upon the services provided to other Licensees of the relevant Site.

14. Licensee acknowledgments

The Licensee acknowledges and agrees that:

- (a) **Site Owner's right to sub-licence:** the Site Owner may, without the prior approval of the Licensee and without payment of compensation to the Licensee, sub-licence access to or use of the Site for the Permitted Use:
 - (i) to one of the parties to this MOU on the same terms as contained in this MOU; or
 - (ii) to a third party on terms that are not less strict than the terms in this MOU;
- (b) **Infrastructure Owner's right to sub-licence:** the Infrastructure Owner may, without the prior approval of the Licensee and without payment of compensation to the Licensee, sub-licence access to or use of its Equipment:
 - (i) to one of the parties to this MOU on the same terms as contained in this MOU; or
 - (ii) to a third party on terms that are not less strict than the terms in this MOU;
- (c) **No tenancy:** the Licence does not create any lease or tenancy or right of exclusive possession of the Site, and legal possession and control of the Site shall at all times remain with the Site Owner;
- (d) **No ownership interest:** the Licence does not create any ownership interest in the Infrastructure Owner's Equipment;
- (e) **No compensation:** the Site Owner shall have no liability to the Licensee for the proper functioning of the Services or for upgrading any services and the Licensee is not entitled to the payment of any compensation if:
 - (i) existing Services do not operate as intended; or
 - (ii) Services for others are constructed or provided within the Site.

15. GST

15.1 Definitions

Words used in this clause that are defined in the GST Law have the same meaning given in that legislation.

15.2 Consideration is GST-exclusive

Unless otherwise specified, all amounts payable under this MOU are exclusive of GST and must be calculated without regard to GST.

15.3 GST payable on taxable supply

- (a) If a supply made under or in connection with this MOU is a taxable supply, the Licensee must pay to the Site Owner or the Infrastructure Owner the applicable GST in addition to and together with the Licence Fee.
- (b) The Licensee will only be required to pay an amount of GST to the Site Owner or the Infrastructure Owner if and when the Site Owner or the Infrastructure Owner provides a valid tax invoice to the Licensee in respect of the taxable supply.
- (c) If there is an adjustment to a taxable supply made under this MOU then the Site Owner or the Infrastructure Owner must provide an adjustment note to the Licensee.
- (d) The amount of a party's entitlement under this MOU to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that party is entitled in respect of those costs, expenses or liabilities.

16. Termination

- (a) **Licensee termination right:** the Licensee may terminate the Licence by notice to the Site Owner and Infrastructure Owner:
 - (i) in the event that a Site or the Infrastructure Owner's Equipment is or becomes substantially unfit for use by the Licensee (whether as a result of damage, radio interference or otherwise), or
 - (ii) in any other circumstance provided that the Licensee, upon termination, pays to the Site Owner or Infrastructure Owner, an amount as agreed and noted in the Site Schedule for any capital costs incurred in providing the Site or Equipment for the Licensee's use.
- (b) **Site Owner and Infrastructure Owner termination right:** the Site Owner or Infrastructure Owner may terminate the License by notice to the Licensee in the event that the Licensee fails to pay the License Fee or is in material breach of its obligations under this MOU, including the following of any Telco Authority guidelines and fails to remedy such breach within 20 Business Days of receiving written notice from the Site Owner or Infrastructure Owner notifying the breach and requiring remedy. In such circumstances, the Site Owner and Infrastructure Owner must allow the Licensee 6 months to remove or relocate its equipment.

17. Dispute Resolution

If there is a dispute between the parties in relation to or arising out of this MOU, the use of a Site or Equipment or an event referred to in clause 16, the parties agree to attempt in good faith to resolve the dispute in the first instance. If the parties cannot resolve the dispute, they must then resolve the dispute in accordance with the dispute resolution procedures in Premier's Memorandum No. M1997-26 titled "Litigation Involving Government Authorities", as if civil proceedings were being contemplated by the parties.

18. Assignment

- (a) The Licensee must not sub-licence, assign, transfer, mortgage, charge or otherwise deal with or dispose of a Licence or any part thereof without the prior written consent of the Site Owner, the Infrastructure Owner and the Telco Authority.
- (b) The Site Owner, the Infrastructure Owner and the Telco Authority may not unreasonably withhold consent if the proposed sub-licence, assignment, transfer, mortgage, charge or other dealing with the Licence is to another public authority.
- (c) To avoid any doubt, this clause does not affect the operation of any vesting, transfers or other dealings that may be effected through statute.

19. Address for Service and Notices

- (a) The parties addresses for service are as follows:

The NSW Government Telecommunications Authority

Address: McKell Building, 2-24 Rawson Place, Sydney NSW 2000

Postal Address (If different): N/A

Facsimile: (02) 9372 7954

Email: telco.authority@finance.nsw.gov.au

Secretary of the Department of Premier and Cabinet

Address: 52 Martin Place, Sydney NSW 2000

Postal Address (If different): GPO Box 5341, Sydney NSW 2001

Facsimile: (02) 9228 3935

Email: contact_us@dpc.nsw.gov.au

Secretary of the Department of Transport for NSW

Address: 16 Lee Street, Chippendale NSW 2008

Postal Address (If different): PO Box K659, Haymarket NSW 1240

Facsimile: (02) 8202 2209

Email: information@transport.nsw.gov.au

Secretary of the Department of Finance, Services and Innovation

Address: McKell Building, 2-24 Rawson Place, Sydney NSW 2000

Postal Address (If different): N/A

Facsimile: (02) 9372 8640

Email:

~~Secretary of The Treasury~~

~~Address: 52 Martin Place, Sydney NSW 2000~~

~~Postal Address (If different): GPO Box 5469, Sydney NSW 2001~~

~~Facsimile: (02) 9228 4184~~

~~Email: contact@treasury.nsw.gov.au~~

Secretary of the Department of Family and Community Services

Address: 219-241 Cleveland Street, Redfern NSW 2016

Postal Address (If different): Locked Bag 10, Strawberry Hills NSW 2012

Facsimile:

Email: facinfo@fac.nsw.gov.au

Secretary of the Department of Industry, Skills and Regional Development

Address: Level 47, MLC Centre, 19 Martin Place, Sydney NSW 2000

Postal Address (If different): GPO Box 5477, Sydney NSW 2001

Facsimile: (02) 9338 6950

Email: business.enquiries@business.nsw.gov.au

Secretary of the Ministry of Health

Address: 73 Miller Street, North Sydney NSW 2060

Postal Address (If different): Locked Mail Bag 961, North Sydney NSW 2059

Facsimile: (02) 9391 9101

Email: feedback@doh.health.nsw.gov.au

Secretary of the Department of Justice

Address: Justice Precinct Offices, 160 Marsden Street, Parramatta NSW 2150

Postal Address (If different): Locked Bag 5111, Parramatta NSW 2124

Facsimile: (02) 8688 7980

Email:

~~Secretary of the Department of Education~~

~~Address: 35 Bridge Street, Sydney NSW 2000~~

~~Postal Address (If different): GPO Box 33, Sydney NSW 2001~~

~~Facsimile:~~

~~Email: DECinfo@det.nsw.edu.au~~

Secretary of the Department of Planning and Environment

Address: 23-33 Bridge St, Sydney NSW 2000

Postal Address (If different): GPO Box 39, Sydney NSW 2001.

Facsimile: (02) 9228 6555

Email: information@planning.nsw.gov.au

Commissioner of the NSW Police Force

Address: 1 Charles Street, Parramatta, NSW 2150

Postal Address (If different): Locked Bag 5102, Parramatta NSW 2124.

Facsimile:

Email: customerassistance@police.nsw.gov.au

- (b) A notice or other communication to be given under this MOU must be in writing and must be given to the recipient by being:
- (i) hand delivered;
 - (ii) emailed;
 - (iii) sent by facsimile transmission; or
 - (iv) sent by prepaid ordinary mail within Australia.

- (c) A notice is deemed to be given and received if:
 - (i) hand delivered, on the date of delivery;
 - (ii) sent by email, on the date that the sender receives confirmation that the email has been delivered;
 - (iii) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted; or
 - (iv) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting.

20. General provisions

20.1 Authority

Each party represents to each other party that it has power and authority to enter into this MOU.

20.2 No fetter

Nothing in this MOU shall be construed as requiring any Agency to do anything that would cause the Agency to breach any of the Agency's obligations at law and without limitation, nothing in this MOU shall be construed as limiting or fettering in any way the discretion of any Agency in exercising any of the Agency's statutory functions, powers, authorities or duties.

20.3 Entire MOU

This MOU constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and discussions between the parties.

20.4 Variation or waiver

- (a) None of the provisions of this MOU shall be taken either at law or in equity to have been varied, waived, discharged or released by either party unless by express consent in writing.
- (b) A waiver by a party of any breach of any condition contained or implied in this MOU shall not operate as a waiver of another breach of the same or of any other condition in this MOU.

20.5 Time for doing acts

Where any time limit pursuant to this MOU falls on a non-Business Day then that time limit shall be deemed to have expired on the next Business Day.

20.6 Governing law and jurisdiction

- (a) This MOU 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 of 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.

20.7 Counterparts

This MOU may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

20.8 Legal expenses

Each party must pay its own legal expenses in connection with the negotiation, entering into and implementation of this MOU.

Executed by the parties as a deed:

SIGNED, SEALED AND DELIVERED for and on behalf of **The NSW Government Telecommunications Authority** for and on behalf of the Crown in right of the State of New South Wales but not so as to incur any personal liability in the presence of:

Witness signature 

Print Name STEWART SCARLETT

Signature

Print Name

Position MANAGING DIRECTOR

SIGNED by the **Secretary of the Department of Premier and Cabinet** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Transport** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Finance, Services and Innovation** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

Executed by the parties as a deed:

SIGNED, SEALED AND DELIVERED for and on behalf of **The NSW Government Telecommunications Authority** for and on behalf of the Crown in right of the State of New South Wales but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Premier and Cabinet** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

RHETT GIBSON

Signature

Print Name

Position

SECRETARY

9/9/2019

SIGNED by the **Secretary of the Department of Transport for NSW** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Finance, Services and Innovation** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

Executed by the parties as a deed:

SIGNED, SEALED AND DELIVERED for and on behalf of **The NSW Government Telecommunications Authority** for and on behalf of the Crown in right of the State of New South Wales but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Premier and Cabinet** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Transport** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

(Lesley Paulis

Witness signature

Print Name Lesley Paulis
25 September 2015

Tim Beardon

Signature

Print Name Tim Beardon

Position SECRETARY

SIGNED by the **Secretary of the Department of Finance, Services and Innovation** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

Executed by the parties as a deed:

SIGNED, SEALED AND DELIVERED for and on behalf of **The NSW Government Telecommunications Authority** for and on behalf of the Crown in right of the State of New South Wales but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Premier and Cabinet** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Transport for NSW** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature


Print Name

Signature

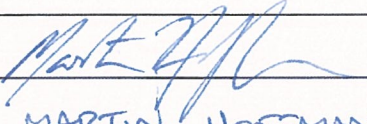
Print Name

Position

SIGNED by the **Secretary of the Department of Finance, Services and Innovation** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature 

Print Name Kerry Thomson

Signature 

Print Name MARTIN HOFFMAN

Position SECRETARY

SIGNED by the **Secretary of the Treasury** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Family and Community Services** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name *Jacqueline Gabriel*

Signature

Print Name *M. CONTRA-TROTTER*

Position *SECRETARY*

SIGNED by the **Secretary of the Department of Industry, Skills and Regional Development** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Ministry of Health** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Treasury** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Family and Community Services** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Industry, Skills and Regional Development** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Jennifer Grant

JENNIFER A GRANT

Signature

Print Name

Position

Simon A Y Smith

SIMON A Y SMITH

SECRETARY

SIGNED by the **Secretary of the Ministry of Health** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position



SIGNED by the **Secretary of the Treasury** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Family and Community Services** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Industry, Skills and Regional Development** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Ministry of Health** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Johnson

VAL JOHNSON

Signature

Print Name

Position

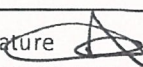
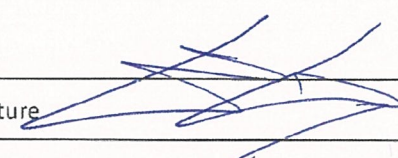
Kerry Chant

Kerry Chant

Kerry Chant

As Secretary NSW Health

SIGNED by the Secretary of the Department of Justice or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature		Signature	
Print Name	Andrew Cappie-Wood	Print Name	ANDREW CAPPIE-WOOD
		Position	SECRETARY

SIGNED by the Secretary of the Department of Education or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature		Signature	
Print Name		Print Name	
		Position	

SIGNED by the Secretary of the Department of Planning and Environment or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature		Signature	
Print Name		Print Name	
		Position	

SIGNED by the Commissioner of the NSW Police Force or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature		Signature	
Print Name		Print Name	
		Position	

SIGNED by the Secretary of the Department of Justice or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the Secretary of the Department of Education or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the Secretary of the Department of Planning and Environment or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

MARLENE BEZZINA.

Signature

Print Name

SIMON OFFICER

Position

CF60

SIGNED by the Commissioner of the NSW Police Force or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Justice** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Education** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Planning and Environment** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Commissioner of the NSW Police Force** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name *Chief Inspector Chris Condon*

Signature

Print Name

Position

Sally Webb

General Counsel

28/10/15

1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

SIGNED by the **Secretary of the Treasury** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Family and Community Services** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Industry, Skills and Regional Development** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Ministry of Health** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Justice** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Education** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Secretary of the Department of Planning and Environment** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

SIGNED by the **Commissioner of the NSW Police Force** or by their duly authorised officer but not so as to incur any personal liability in the presence of:

Witness signature

Print Name

Signature

Print Name

Position

Schedule 1

Site Access Protocol

to

Memorandum of Understanding

Terms used in this Site Access Protocol are as defined in the Memorandum of Understanding (**MOU**).

1. Access Request Requirements

- (a) **Notice** - The more notice you can provide the better. The Site Owner and Infrastructure Owner will not have technicians readily available to monitor or provide access. Site Owners and Infrastructure Owners will aim to meet requested access dates but, if other works are going on at the Site or there are operational reasons, this will not always be possible. Please allow a minimum notice period of 10 Business Days, and a minimum turnaround period of 10 Business Days; that is a total of 20 Business Days.
- (b) **Safety requirements** – Prior to allowing anyone to work on a Site, a relevant risk assessment and a Safe Work Procedure (**SWP**) must be provided to the Site Owner. In the case of any high risk construction work as defined in the *Work Health and Safety Regulation 2011* (NSW), the Licensee must prepare a Safe Work Method Statement (**SWMS**). The Licensee must put in place arrangements to ensure work is performed in accordance with the SWP or SWMS as applicable.

Please note that Site Owners are responsible for reviewing all SWPs and SWMSs for all third party contractors completing work on their behalf. SWPs and SWMSs must be sent to the Site Owner with the Site Access Request Form at Annexure A to this Schedule 1 (**Access Request Form**).

- (c) **Proof of your identity and qualifications** – If you are not an existing contractor to the Site Owner, or have not previously registered with the Site Owner, you must provide documentation showing your authority to access the Site.
- (d) **Authorised contractors** – Contractors must obtain written authorisation from the Licensee, approved by the Site Owner, prior to entering onto the Site. This should be submitted to the Site Owner with the Access Request Form. Contractors must carry relevant records of their competency and a suitable SWP or SWMS on each visit to the Site.
- (e) **Knowing what you are doing on site** – As you are accessing a Site for works which could be potentially hazardous or have a potential to interrupt a Service or the use of another person's Equipment, the Site Owner will need to know what activities are being undertaken on the Site. The more information you can provide the better. Access to Sites can only be given for the Permitted Use described in an approved Access Request Form. Any additional work or variations to the initial proposal must be submitted to the Site Owner or Infrastructure Owner for further approval.
- (f) **Access times** – Please provide realistic timeframes of when access is needed and be mindful of the fact that other works cannot be scheduled at that site during that period. Over-estimations of access times may be refused, especially where such access inconveniences other Service users. Under-estimations of access times must also be avoided, as under-estimations also often lead to Service interruptions due to work running over time.

2. Requesting Site Access

- (a) In accordance with clause 4.1 of the MOU, prior to any access to a Site (including, without limitation, for the purposes of installation, maintenance or removal of any Equipment), the Licensee must lodge an Access Request Form with the Site Owner and Infrastructure Owner (attached as Annexure A to this Schedule 1).
- (b) The Access Request Form should be completed in full including a detailed description of any planned work. This form requests information for all contractors entering the Site.
- (c) The Access Request Form must be lodged no later than 20 Business Days before the proposed access date.
- (d) The Licensee must submit with the Access Request Form:
 - (i) a SWP or SWMS; and
 - (ii) a telecommunications interference report.
- (e) The Access Request Form can be lodged by email, posting or faxing to the Site Owner and Infrastructure Owner.
- (f) The Site Owner and Infrastructure Owner will assess each Access Request Form to ensure it complies with the Site Owner's and Infrastructure Owner's safety and operational procedures.
- (g) Unless otherwise agreed:
 - (i) the Site Owner's employees or agents will, at the Licensee's cost, supervise all access where reasonably practicable;
 - (ii) the Licensee and its contractors will participate in an initial occupational health and safety induction at the Site; and
 - (iii) the Licensee will provide evidence of the qualifications of its personnel or contractors to the Site Owner prior to accessing the Site.
- (h) Once the Access Request Form has been processed, the Site Owner and Infrastructure Owner will, subject to the Licensee's compliance with the requirements of this Site Access Protocol, provide their acceptance of the Access Request Form in the form of a proposal sent to the Licensee via email.
- (i) The Licensee may accept the proposal by return email to the Site Owner and Infrastructure Owner. Once the proposal has been accepted, the Site Owner and Infrastructure Owner will prepare the Site Schedule.
- (j) Once the Site Schedule is confirmed, the Site Owner will send an email to the Licensee confirming the times at which a technician will be available to provide access.
- (k) Access should not be assumed unless confirmed in writing by the Site Owner.

3. Approval Process for Licensee Works

- (a) If the Licensee intends to install Licensee Works, the Licensee must comply with the requirements outlined in clause 11 of the MOU.
- (b) The Licensee Works must be installed or added in accordance with the SWMS and the plans for Licensee Works provided to the Site Owner and Infrastructure Owner (where relevant).
- (c) The Site Owner's and Infrastructure Owner's prior written approval must be obtained in respect of any material variation to the plans for Licensee Works.

- (d) Within 20 Business Days of completion of any Licensee Works, the Licensee must provide the Site Owner and Infrastructure Owner (where relevant) with:
 - (i) two (2) hard copies and one (1) soft copy of the as-built documentation showing the location of the Equipment;
 - (ii) on-site documentation;
 - (iii) an updated list of the Equipment at the Site;
 - (iv) updated main distribution frame and/or intermediate distribution frame records;
 - (v) a certificate of completion addressed to the Site Owner and Infrastructure Owner and signed by a qualified engineer certifying that:
 - (A) the applicable work has been performed with all due skill and care, and in accordance with applicable Australian standards;
 - (B) the Licensee Works have been installed, modified or removed in accordance with the plans and, if installed or modified, is located at the approved location; and
 - (C) any tower strengthening work has been performed in accordance with any agreed conditions or plans; and
 - (vi) two (2) hard copies and one (1) soft copy of the updated Radio Communications Site Management Book, as updated in accordance with the ARPANSA Standard.

4. Urgent Access Requests

If you require **emergency access** (where the fault is critical to your or our network) please contact the Site Owner directly.

The Site Owner will instruct the Licensee how to proceed in these circumstances.

5. Common Reasons for Refusal of Site Access Requests

Common reasons for refusal of Site Access Requests include:

- (a) Not enough information being provided to the Site Owner and Infrastructure Owner for them to assess, understand and approve the work being carried out.
- (b) Inadequate SWPs or SWMSs being provided.
- (c) Insufficient notice periods provided. The Licensee should allow a 10 Business Days' notice period with a 10 Business Day turnaround period (total of 20 Business Days).
- (d) Relevant documentation not being supplied with the Access Request Form.
- (e) Construction work being carried out at the relevant Site during the period of the requested access.
- (f) The Requesting Party not being suitably qualified for the requested access or works.

Appendix A

SITE ACCESS REQUEST FORM (Sample)				
1. Licensee details				
Principal Contractor				
Licensee Name:				
Licensee Address:				
Licensee Contact Name:		Phone No:	Mob No.:	Email:
Contractor Contact Name:		Phone No:	Mob No.:	Email:
2. Site and Equipment details				
Site Name:		Site no. (ACMA Site ID):		
Site Owner:		Infrastructure Owner:		
Description of any equipment to be accessed (tower, pole, equipment room) including access height for towers or poles:		Reason for access:		
3. Description of access				
Routine Maintenance: <input type="checkbox"/>	Site Audit / Survey: <input type="checkbox"/>	Faults: <input type="checkbox"/>	Licensee Works: <input type="checkbox"/>	Equipment: <input type="checkbox"/>
Description of work to be carried out:				
4. Requested access details				
Date access required:		Requested entry time:	Duration of access (hrs/mins):	
5. List of all people who require access				
Name	Organisation	Mobile No.	Accreditation confirmation (Y/N)	
*Please ensure all relevant documentation has been attached				
For Site Audit / Survey	SWP / SWMS			
For Pre-Planned Faults and Maintenance	SWP / SWMS			
For Licensee Works	SWP / SWMS	Approval documentation <input type="checkbox"/>	Proposed Design Plan <input type="checkbox"/>	
**Minimum safety requirements				
If you are climbing a Tower		Minimum 2 qualified people; Riggers; Safety Management Plan & Accreditations. Please provide names and credentials of all.		

Key Holder Acceptance for NSW Government Radio Network

In making this access request, I agree that if access is granted and I have been issued with the relevant keys, I accept the following terms:

- 1 I will report to the NSW Government Radio Network Operations Control Centre (**NOCC**) on 1800 NSW GRN (1800 679 476) when entering and leaving the Sites.
- 2 I will abide by all site safety and hazard directions and protocols.
- 3 I will ensure any non-routine or construction works have been cleared by providing a method of procedure and scope of works to the Site Owner and Infrastructure Owner and obtain prior approval for those works.
- 4 That I or my employer has current certificates of currency for workers compensation and public liability insurance.
- 5 I will wear all appropriate protection equipment.
- 6 That I will only carry out works that I am suitably qualified to do and that I have all the relevant tickets and documentary proof of my qualifications.
- 7 That I will report any dangerous or potential work, health and safety risks or incidents to the NOCC on the above phone number immediately.
- 8 That I will not interfere or interrupt other users' services unless I have been specifically directed to do so by the NOCC.
- 9 That I will not attempt or allow any other person to cut additional keys from those I have been issued with.
- 10 That I will not give or lend NSW Government Radio Network keys to any other person, unless I have specific written permission from the NOCC.
- 11 That I will take all duty of care with the security of the keys and ensure that any keys are returned immediately on completion of the approved work or use.

Schedule 2

Site Schedule

to

Memorandum of Understanding

This Site Schedule is dated the day of.....

BETWEEN (Site Owner)

AND (Infrastructure Owner)

AND (Licensee)

1. This Site Schedule is a Schedule to the Memorandum of Understanding (**MOU**) agreed between the Site Owner, the Infrastructure Owner and the Licensee on (date).
2. Terms used in this Site Schedule are as defined in the MOU.
3. This Site Schedule incorporates the terms of the MOU, including the Site Access Protocol.

SIGNED for and on behalf of the **SITE OWNER** for and on behalf of the Crown in right of the State of New South Wales but not so as to incur any personal liability in the presence of:

Site Owner

Witness signature

Print Name

Authorised Signatory

Print Name

Agency name

Position

SIGNED for and on behalf of the **INFRASTRUCTURE OWNER** for and on behalf of the Crown in right of the State of New South Wales but not so as to incur any personal liability in the presence of:

Infrastructure Owner

Witness signature

Print Name

Authorised Signatory

Print Name

Agency name

Position

SIGNED for and on behalf of the **LICENSEE** for and on behalf of the Crown in right of the State of New South Wales but not so as to incur any personal liability in the presence of:

Licensee

Witness signature

Print Name

Authorised Signatory

Print Name

Agency name

Position

SUBJECT	PARTICULARS			
SITE DETAILS				
Site Name				
Site Owner				
Property Details				
Infrastructure Owner				
Licensee				
Permitted Use				
LICENCE TERMS				
Licence Type	Equipment Only	Land Only	Equipment and Land	Sub-Licence
Start Date				
Termination Date				
Licence Fee	Land access:		Equipment access:	
Capital Contribution (clause 16(a)(ii) of the MOU)				
Fee Review	Land access:		Equipment access:	

	Annual No Yes CPI No Yes Fixed No Yes %	Annual No Yes CPI No Yes Fixed No Yes %
FACILITIES & EQUIPMENT		
Access Route		
Access Restrictions		
Equipment description and types	Shared: No Yes	
Mains Power Supply	Supplier Own Meter: No Yes	
DC Battery	Owner Shared: No Yes	
Agreed Links Connections	Supplier Shared: No Yes	
Address for service For all matters including payment advices general notices, breach notices and dispute resolution.	Site Owner Address: Postal address (if different): Facsimile: Email:	
	Infrastructure Owner Address: Postal address (if different): Facsimile: Email:	
	Licensee Address: Postal address (if different): Facsimile: Email:	

SPECIAL CONDITIONS	

<p align="center">EQUIPMENT LIST</p> <p>Attached at pages.....</p>

<p align="center">AGREED CONSTRUCTION / INSTALLATION PLANS</p> <p>Attached at pages.....</p>
