



**NATIONAL AERIAL FIREFIGHTING CENTRE**

**Contract for Services**

<Insert contract number>

**BETWEEN**

**NATIONAL AERIAL FIREFIGHTING CENTRE**

(ABN 96 105 736 392)

Level 1, 340 Albert Street EAST MELBOURNE VIC 3002 (NAFC)

**AND**

<COMPANY NAME>

<COMPANY ABN>

<Company Registered Address> (Contractor)

**COMMERCIAL IN CONFIDENCE**

*NOTE: This Specimen Contract is provided as a basis on which to develop Proposals. Proposers should note that although the Contract that is executed with a Contractor is likely to be based on this Specimen Contract, it may not necessarily be identical to this Specimen Contract. This particular version of the Specimen Contract is generally aligned with a "Turnkey" service delivery model (for more detail please refer to the Request for Proposals document) and would have to be varied if other models were adopted. However, this version does give an indication of the expectations of NAFC and the types of clauses that may be included in any Contract.*

*Statements written in italics and / or coloured text are provided for explanation or for information purposes only and will not necessarily be included in any final Contract.*

## TABLE OF CONTENTS

<b>RECITALS</b> .....	<b>6</b>
<b>1. TERMS OF AGREEMENT</b> .....	<b>6</b>
1.1. GENERAL TERMS AND CONDITIONS .....	6
<b>2. DEFINITIONS AND INTERPRETATIONS</b> .....	<b>8</b>
2.1. DEFINITIONS .....	8
2.2. INTERPRETATION.....	13
<b>3. SERVICE SUMMARY</b> .....	<b>14</b>
3.1. THE SERVICES.....	14
<b>4. TERM OF THE CONTRACT</b> .....	<b>16</b>
4.1. COMMENCEMENT .....	16
4.2. TERM AND OPTION .....	16
<b>5. CONTRACTOR RESPONSIBILITIES AND OBLIGATIONS (GENERAL)</b> .....	<b>16</b>
5.1. CONTRACTOR SKILL AND EXPERIENCE.....	16
5.2. GENERAL COMPLIANCE .....	16
5.3. GENERAL PERFORMANCE OF THE SERVICES .....	17
5.4. GENERAL SAFETY AND QUALITY .....	18
5.5. GENERAL REQUIREMENTS FOR AIRCRAFT .....	18
5.6. CATEGORY OF OPERATION FOR AIRCRAFT .....	18
5.7. APPOINTMENT OF A CONTRACT MANAGER .....	19
5.8. PILOT IN COMMAND.....	19
5.9. CONDUCT OF PERSONNEL.....	19
5.10. PERFORMANCE MANAGEMENT AND MONITORING.....	20
5.11. INNOVATION AND RESEARCH.....	21
5.12. STANDARD OF CARE .....	21
5.13. ENVIRONMENTAL RESPONSIBILITIES.....	21
5.14. SUBCONTRACTING / ASSIGNMENT.....	22
5.15. CONFIDENTIAL INFORMATION.....	23
5.16. MEDIA.....	24
5.17. CONFLICT OF INTEREST.....	24
5.18. INTELLECTUAL PROPERTY.....	24
5.19. PRIVACY.....	25
5.20. DATA OR PRODUCT COLLECTION .....	25
5.21. PERFORMANCE BOND.....	26
5.22. INSURANCE .....	26
5.23. INDEMNITY .....	28
5.24. BENEFIT AND SURVIVAL OF INDEMNITIES .....	29
<b>6. CONTRACTOR REQUIREMENTS AND OBLIGATIONS (SERVICE PERIOD)</b> .....	<b>29</b>

6.1.	CONDITIONS PRECEDENT TO THE SERVICE PERIOD .....	29
6.2.	COMMENCEMENT AND DURATION OF SERVICE PERIODS.....	29
6.3.	REQUIREMENTS OF CONTRACTOR PRIOR TO COMMENCEMENT OF SERVICE PERIOD .....	30
6.4.	REQUIREMENTS OF CONTRACTOR DURING THE SERVICE PERIOD .....	30
6.5.	OTHER WORK DURING SERVICE PERIOD .....	32
6.6.	OUTSIDE OF A SERVICE PERIOD .....	32
6.7.	SERVICE STATUS DURING THE SERVICE PERIOD.....	32
6.8.	SERVICE STATUS REGISTER.....	33
6.9.	ACTIVATION.....	33
6.10.	SUBSTITUTE AIRCRAFT .....	34
6.11.	ADDITIONAL SERVICES .....	34
6.12.	FAILURE TO PROVIDE SERVICES .....	34
6.13.	RECORDS DURING THE SERVICE PERIOD .....	34
6.14.	USE OF SERVICES .....	34
<b>7.</b>	<b>TRAINING .....</b>	<b>35</b>
7.1.	TRAINING PERIODS.....	35
7.2.	TRAINING AND EXERCISES .....	35
<b>8.</b>	<b>NAFC .....</b>	<b>36</b>
8.1.	SET OFF .....	36
8.2.	CONTRACTOR BRIEFING.....	36
8.3.	CONFIDENTIALITY AND SECURITY .....	36
8.4.	NAFC’S POWER TO INSPECT .....	36
8.5.	INDEMNITY .....	37
8.6.	SUCCESSION.....	37
8.7.	STAND DOWN OF SERVICE, AIRCRAFT, FLIGHT CREW AND / OR CREWPERSONS.....	37
<b>9.</b>	<b>PAYMENTS AND PRICES UNDER THE CONTRACT .....</b>	<b>38</b>
9.1.	PAYMENTS.....	38
9.2.	CONTRACT PRICE .....	39
9.3.	CONTRACT PRICE REVISION.....	41
9.4.	ANNUAL CONTRACT REVIEW .....	42
<b>10.</b>	<b>GENERAL CONTRACT CONDITIONS .....</b>	<b>42</b>
10.1.	CONTRACT VARIATION .....	42
10.2.	CONTRACT PREVAILS .....	42
10.3.	COOPERATION.....	43
10.4.	TERMINATION OF CONTRACT WITH COSTS OR REDUCTION OF SERVICES WITH COSTS .....	43
10.5.	REDUCTION OF SERVICES WITH COSTS.....	43
10.6.	CONSEQUENCES OF REDUCTION OF SERVICES .....	44
10.7.	TERMINATION FOR DEFAULT .....	44
10.8.	CONSEQUENCES OF TERMINATION – WITH COSTS OR FOR DEFAULT .....	44

10.9.	CONTRACTOR TO ASSIST.....	45
10.10.	NO REPRESENTATION AFTER TERMINATION .....	46
10.11.	DISPUTES .....	46
10.12.	ENTIRE AGREEMENT .....	47
10.13.	WAIVER .....	47
10.14.	FORCE MAJEURE.....	47
10.15.	ENFORCEMENT BY NAFC FOR MEMBERS, AND BY MEMBERS FOR NAFC.....	47
10.16.	WARRANTIES .....	48
10.17.	SEVERANCE.....	48
10.18.	SURVIVORSHIP.....	48
10.19.	APPLICABLE LAW .....	48
10.20.	NO RELATIONSHIP.....	49
<b>11.</b>	<b>CORRESPONDENCE AND COMMUNICATION .....</b>	<b>49</b>
11.1.	NOTICES.....	49
<b>12.</b>	<b>FURTHER ACTS .....</b>	<b>50</b>
	<b>EXECUTED BY THE PARTIES .....</b>	<b>51</b>
<b>SCHEDULE 1:</b>	<b>SERVICE AND AIRCRAFT DETAILS .....</b>	<b>52</b>
1.	CONTRACTOR REQUIREMENTS .....	52
1.1.	QUALITY MANAGEMENT .....	52
1.2.	SAFETY MANAGEMENT .....	52
1.3.	PERFORMANCE BOND AND INSURANCE .....	52
2.	SERVICES TO BE PROVIDED.....	54
2.1.	THE SERVICES TO BE SUPPLIED BY THE CONTRACTOR ARE AS FOLLOWS: .....	54
<b>SCHEDULE 2:</b>	<b>SERVICE PERIODS, TRAINING PERIODS AND AVAILABILITY .....</b>	<b>55</b>
1.	COMMENCEMENT AND DURATION OF SERVICE PERIODS .....	55
2.	PARTIAL AVAILABILITY.....	55
3.	COMMENCEMENT AND DURATION OF TRAINING PERIODS .....	56
<b>SCHEDULE 3:</b>	<b>CONTRACT PRICES AND INVOICING .....</b>	<b>57</b>
1.	CHARGES FOR SERVICES .....	57
2.	VARIATIONS TO CONTRACT PRICE.....	58
3.	SUBSTITUTE AIRCRAFT OR ADDITIONAL SERVICES .....	62
4.	FUEL PURCHASED FROM NAFC.....	63
5.	FORM OF INVOICING.....	63
<b>SCHEDULE 4:</b>	<b>PERSONNEL .....</b>	<b>65</b>
1.	PERSONNEL REQUIREMENTS .....	65
2.	CREWPERSON REQUIREMENTS.....	66
3.	PILOT AND CO-PILOT REQUIREMENTS .....	66
4.	PERSONAL EQUIPMENT REQUIREMENTS.....	67
<b>SCHEDULE 5:</b>	<b>AIRCRAFT .....</b>	<b>68</b>

1.	GENERAL AIRCRAFT SPECIFICATIONS .....	68
2.	AIRCRAFT MAINTENANCE .....	69
3.	AVIONICS AND COMMUNICATIONS .....	69
4.	GLOBAL POSITIONING SYSTEMS.....	72
5.	TRACKING SYSTEMS .....	72
6.	EVENT LOGGING.....	73
7.	MESSAGING SYSTEMS .....	74
8.	SEATING AND SEATBELTS .....	74
9.	WIRE STRIKE PROTECTION .....	75
10.	VISIBILITY, RECOGNITION AND PRESENTATION .....	75
11.	OTHER EQUIPMENT .....	76
12.	VIDEO RECORDING CAMERAS .....	77
13.	ROTARY WING AIRCRAFT .....	78
14.	ROTARY WING AIRCRAFT – LANDING GEAR .....	78
<b>SCHEDULE A:</b>	<b>FIREBOMBING AIRCRAFT .....</b>	<b>79</b>
1.	APPLICATION OF SCHEDULE .....	79
<b>SCHEDULE B:</b>	<b>AIR ATTACK SUPERVISION AIRCRAFT .....</b>	<b>80</b>
1.	APPLICATION OF SCHEDULE .....	80
2.	AVIONICS AND COMMUNICATIONS .....	80
<b>SCHEDULE C:</b>	<b>AIRBORNE STRATEGIC INTELLIGENCE AND RECONNAISSANCE GATHERING SERVICES .....</b>	<b>81</b>
1.	APPLICATION OF SCHEDULE .....	81
<b>SCHEDULE D:</b>	<b>WINCHING.....</b>	<b>82</b>
1.	APPLICATION OF SCHEDULE .....	82
<b>SCHEDULE E:</b>	<b>RAPPELLING .....</b>	<b>83</b>
1.	APPLICATION OF SCHEDULE .....	83
<b>SCHEDULE F:</b>	<b>REFUELLER.....</b>	<b>84</b>
1.	APPLICATION OF SCHEDULE .....	84
<b>ATTACHMENT 1:</b>	<b>MEMBER POLICIES &amp; OPERATING PROCEDURES.....</b>	<b>85</b>

This Contract is made on the <insert date> <insert month> <insert year>.

## **BETWEEN**

**NATIONAL AERIAL FIREFIGHTING CENTRE** (ABN 96 105 736 392) of Level 1, 340 Albert Street, East Melbourne, Victoria 3002 (**NAFC**)

and

<COMPANY NAME > <COMPANY ABN> of <Registered Address> (**Contractor**)

## **RECITALS**

- A. NAFC is a public company limited by guarantee and it was incorporated in the State of Victoria on 30 July 2003.
- B. NAFC has been established for the purpose of coordinating and managing the acquisition, deployment and logistical support of Services for firefighting and emergency operations and other activities for its Members.
- C. In this Contract NAFC has accepted the submission of the Contractor to provide Services to NAFC and its Members, on and subject to the terms of this Contract.
- D. NAFC enters into this Contract on behalf of its Members, and in turn the Contractor agrees to provide the Services to the Members.
- E. The Contractor agrees to provide the Services on and subject to the terms and conditions contained or implied in this Contract.
- F. NAFC and the Contractor have entered into this Contract for the purpose of:
  - a. working collaboratively and respectfully with each other and any of the Members to deliver the Services;
  - b. identifying and defining NAFC's role in procuring Services for firefighting and emergency operations and other activities on behalf of its Members;
  - c. identifying and defining the Members' roles in purchasing the Services;
  - d. identifying and defining the Contractor's requirements, roles and responsibilities in establishing, maintaining and delivering the contracted Services; and
  - e. defining the Contractor's obligations.

## **IT IS AGREED:**

### **1. TERMS OF AGREEMENT**

#### **1.1. General Terms and Conditions**

- a. The following documents, attached to this Contract and marked with consecutive page numbers will be part of this Contract and must be read and construed as such:

- i. Schedule 1 which sets out the full details of the Services and Aircraft, including specific Contractor requirements under this Contract; and
  - ii. Schedule 2 which sets out the Service and Training Periods for the Aircraft and its availability; and
  - iii. Schedule 3 which specifies the Contract Prices, Annual Variations and Invoicing Procedures stipulated in this Contract; and
  - iv. Schedule 4 which specifies the technical requirements for all Personnel – including pilots, Flight Crew, and Crewpersons under this Contract; and
  - v. Schedule 5 which describes and specifies particular requirements of the Aircraft to be provided under this Contract; and
  - vi. Schedule A (if applicable) which sets out the technical requirements for Firebombing Aircraft; and
  - vii. Schedule B (if applicable) which sets out the technical requirements for Air Attack Supervision Aircraft; and
  - viii. Schedule C (if applicable) which sets out the technical requirements for Specialist Intelligence Gathering Aircraft; and
  - ix. Schedule D (if applicable) which sets out the technical requirements for Winching; and
  - x. Schedule E (if applicable) which sets out the technical requirements for Rappelling; and
  - xi. Schedule F (if applicable) which sets out the requirements for Refuellers; and
  - xii. Attachment 1 sets out certain policies and operating procedures of the Members as applicable to the Services, to which the Contractor must adhere.
- b. The Contractor's general obligations under this Contract commence on its execution.
  - c. In addition, the Contractor's performance obligations including, but not limited to, the requirements set out in clause 3; and the Member's commitment to the Contractor are established upon the issuing of a Purchase Order by a Member.
  - d. The Contractor must perform the Services for the whole of the Contract Period, unless the Contract Period is terminated early in accordance with this Contract.
  - e. Anything the Contractor is required to perform in respect of the Services or otherwise do under this Contract must be done at the Contractor's expense, unless specifically stated otherwise.

## 2. DEFINITIONS AND INTERPRETATIONS

### 2.1. Definitions

**AAS Platform** or **Air Attack Platform** or **Air Attack Supervision Aircraft** means an aircraft whose purpose is to supervise the process of managing or controlling a fire or emergency incident utilising airborne resources, including directing other aircraft and any other resources assigned to the fire. The AAS Platform may also undertake mapping, intelligence gathering and other tasks.

**Absolute Availability** means that during the defined Service Period the Services are normally required to be immediately available.

**Additional Aircraft** means an Aircraft supplied by the Contractor under the provisions of clause 6.11.

**Aerial Firefighting** means the operation of an Aircraft in support of activities conducted by the Member associated with, or training for, the prevention or suppression of fires.

**Aerodrome** means an area of land or water (including any buildings, installations or equipment) the use of which as an aerodrome is authorised under the *Civil Aviation Regulations 1988 (Cth)*, being such an area intended for use wholly or partly for the arrival, departure or movement of aircraft. It also includes, but is not limited to, a landing ground, landing area, airfield, airstrip, and helipad.

**AGL** means Above Ground Level and all vertical measurements are to be in feet and inches.

**Air Attack Supervision** means the supervision of the process of managing or controlling a fire utilising airborne resources, including directing other aircraft and any other resources assigned to the fire. Air Attack Supervision includes training or exercises in Air Attack Supervision.

**Air Attack Supervisor** means a person who is primarily responsible for the tactical coordination of aircraft operations when Fixed Wing and/or Rotary Wing Aircraft are operating in conjunction with emergency response.

**Aircraft** means an aircraft, Refueller (if required) and Flight Crew, Crewpersons and other Personnel on board; together with any on board equipment (including communication and surveillance equipment), systems, data or products utilised by the Contractor to perform the Services or undertake the tasks stipulated in this Contract.

**Air Operators Certificate (AOC)** has the same meaning as defined in and legislated by the *Civil Aviation Act 1988 (Cth)*.

**CASA** means the Civil Aviation Safety Authority as created by the *Civil Aviation Act 1988 (Cth)*.

**Charter** means operations conducted in accordance with the civil aviation legislation, regulations and rules applicable at the time for an air transport operation for the non-scheduled carriage of passengers for hire or reward (by small or large aircraft, as applicable).

**Chief Pilot** means a person approved by CASA who has been appointed to control all Flight Crew training and operational matters that affect the safe conduct of the operations authorised by the Contractor's AOC. This also includes any person referred to by CASA as Head of Flying Operations.



**Commitment** means, for Partial Availability Services, that on any day or part thereof the Aircraft is required to be available or is otherwise tasked by an authorised officer of a Member to standby or conduct operations.

**Confidential Information** means any technical, scientific, commercial, financial or other information of, about, or related to, NAFC or the Contractor; including any Information designated by either party as confidential, which is disclosed, made available, communicated, or delivered to either party in connection with this Contract, but excludes Information:

- a. which is in or which subsequently enters the public domain other than as a result of a breach of this Contract; or
- b. which either party can demonstrate was in its possession prior to the date of this Contract; or
- c. which either party can demonstrate was independently developed by them; or
- d. which was lawfully obtained by either party from another person entitled to disclose such information; or
- e. which is disclosed pursuant to legal requirement or order.

**Consumer Price Index (CPI)** means the (All Groups) weighted average of eight capital cities published by the Australian Bureau of Statistics.

**Contract** means this document and includes any schedules and annexures and any Purchase Order issued by the Member to purchase Services under this Contract.

**Contract Manager** means the person who must be appointed by the Contractor in accordance with clause 5.7.

**Contractor IP** means any Intellectual Property owned by the Contractor, or licensed to the Contractor by a third party, existing at the commencement of this Contract.

**Contract Period** means the total period of time, as specified in clause 4.2, that there is a Contract between NAFC and the Contractor.

**Contract Price** means collectively all fees and charges payable or due to the Contractor as specified in Schedule 3, for performance of the Services under this Contract.

**Crewperson** means a suitably qualified person capable of supervising and assisting with loading or unloading personnel and equipment from the aircraft with the engine running; or with winch and rappel operations; or when the aircraft is operating in a confined or remote area or on unfavourable terrain or in reduced visibility.

**Crew Resource Management** means a procedure and training system which is used primarily for improving air safety. It focuses on communication, leadership and decision making in the cockpit of an Aircraft.

**Daylight** means the period commencing at the beginning of civil twilight (dawn) and concluding at the end of civil twilight (dusk).

**Deliverable** means any information, data, software, materials, products or other items supplied or to be supplied by the Contractor in connection with the provision of the Services, and includes, without limitation:

- a. any data or information acquired or provided pursuant to clause 5.11 or otherwise generated in the course of conducting testing, research or development requested by NAFC;
- b. any photographs or images of, information about, or event logs and similar records concerning, fire incidents, and fire risk areas, emergency operations and other activities generated in the course of providing the Services; and
- c. data and information gathered in the course of the provision of the Services.

**Dry Hire** means the Member meets the costs of the fuel required to operate the Aircraft.

**Effective Control** means in relation to any body corporate, the ability of any person directly or indirectly to exercise effective control over the body corporate (including the ability to determine the outcome of decisions about the financial and operating and other policies of that body corporate) by virtue of the holding of voting shares, units or other interests in that body corporate or by any other means.

**Electronic** means the electronic transfer of data by agreed message standards from one computer system to another, facsimile, electronic mail or other means of electronically exchanging information which forms part of a commercial or contractual transaction in place of paper documents or records.

**Emergency Response Plan** means a written document which establishes the parameters and procedures as to how the Contractor will deal with an emergency situation relating to the Services.

**Firebombing** means the dropping of Fire Suppressant or Fire Retardant from an aircraft in order to assist with the suppression of a fire as required by the agency responsible for suppressing the fire. Firebombing also applies to the dropping of substances for training, demonstration and simulation purposes.

**Firebombing Delivery System** means the aircraft equipment and systems used to dispense Fire Suppressant or Fire Retardant in the conduct of Firebombing operations, including but not limited to, Firebombing tanks, belly tanks and underslung buckets. A Firebombing Delivery System incorporates its component parts including, but not limited to, doors, gates, valves, venting systems, suppressant injection systems, system controllers and controller software.

**Fire Retardant** is a reference to either Fire Retardant Compound or Fire Retardant Slurry depending on the context in which it is used.

**Fire Retardant Compound** means a substance that is generally mixed with water designed when mixed and applied to a fuel, to retard combustion by a chemical reaction.

**Fire Retardant Slurry** means a mixture of dissolved or suspended Fire Retardant Compound and water prepared for application from the air (or ground) to retard the spread of a fire.

**Fire Suppressant** is a reference to either Fire Suppressant Concentrate or Fire Suppressant Solution depending on the context in which it is used. Fire Suppressant may also refer to water without any additives.

**Fire Suppressant Concentrate** means a substance that is generally mixed with water, designed to reduce the surface tension of water and/or to hold water in suspension thus increasing water's efficiency as a fire extinguishing agent. Types of Fire Suppressant

Concentrate include Class A firefighting foam, water enhancers and long and short chain polymer gels.

**Fire Suppressant Solution** means a mixture of Fire Suppressant Concentrate and water prepared for application from the air (or ground) to directly suppress a fire.

**Fixed Wing Aircraft** means a heavier than air aircraft which obtains lift for flight by forward motion of wings through the air.

**Flight Crew** means any pilot in command, co-pilot, flight engineer or other member of the crew of an aircraft excluding Crewpersons who is required by statute or by this Contract to pilot or operate an aircraft when the aircraft is conducting Services under this Contract.

**Flight Operations Returns** means any document required by a Member to record details of the daily flying and/or standby associated with an Aircraft under this Contract.

**Force Majeure Event** means any occurrence or omission as a result of which the party relying on it is prevented or delayed in performing any of its obligations (other than a paying obligation) under this Contract and that is beyond the reasonable control of that party including forces of nature, industrial action and action or inaction by a Government Agency, an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster or embargo, but not including the occurrence of the type to which the Contractor is expected to respond as part of the Services.

**GPS** means Global Positioning System and allows for navigation using signals from a constellation of satellites.

**GST** means the tax that is payable under GST law and imposed as a goods and services tax as set out in the GST Act. GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended, or if that Act does not exist for any reason any other Act imposing or relating to the imposition or administration of a goods and service tax in Australia.

**Information** means all information, documents or data, however, held, stored or recorded including, but not limited to, drawings, maps, plans, specifications, calculations, reports, models, concepts, source codes, files, computerised data, photographic recordings, audio or audio visual recordings and any other information or data.

**Insolvency Event** means for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the *Corporations Act 2001 (Cth)*) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the *Corporations Act 2001 (Cth)* to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the *Corporations Act 2001 (Cth)*), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.

**Intellectual Property** includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**ISA** means the International Standard Atmosphere.

**Member** means any of the states or territories of Australia who are eligible to be members of NAFC in accordance with NAFC's constitution.

**NAFC Type** is defined by the relevant NAFC policies and standards as amended from time to time.

**Nominated Operational Base (NOB)** means the location specified in Schedule 1 at which the Aircraft providing the Service is required to be based during the Service Period.

**Notice Period** means the minimum period of time required to advise the Contractor in advance of the commencement date for any Service Period.

**Operating Charge** means the fees to be levied by the Contractor for the time the Aircraft is actually operating to undertake the tasks as specified in this Contract.

**Partial Availability** means that during the defined Service Period the Aircraft providing Services are required to be available only on certain days or at certain times as notified in advance to the Contractor.

**Passenger Carrying Capability** means an estimate of the number of passengers that an aircraft is reasonably capable of carrying under specified circumstances. The method of calculation is set out in the relevant NAFC policies and standards as amended from time to time.

**Personal Information** means the same as in the *Information Privacy Act 2000 (Vic)* and the *Privacy Act 1988 (Cth)*.

**Personnel** means any person employed or engaged by the Contractor to carry out any task related to the provision of the Services under this Contract, including any personnel employed or engaged by a subcontractor.

**Purchase Order** means a legally binding instrument issued by a Member to the Contractor, giving notice of the purchase of Services under this Contract.

**Reasons** means a cause, explanation or justification for giving a notice to Stand Down.

**Refueller** means collectively the vehicle, trailer, Personnel and associated equipment (meeting the specifications of this Contract), that are required to deliver fuel into an aircraft providing Services to NAFC under contract.

**Refuelling Operator** means an individual supplied by the Contractor who assists in the delivery of fuel into an Aircraft.

**Rotary Wing Aircraft** means a form of aircraft whose lift is produced by engine driven rotors.

**Safety Management System** means an integrated systematic approach to managing safety, including the necessary organisational structures, accountabilities, policies and procedures.

**Service** means collectively all things that the Contractor is obliged to deliver to complete the tasks set out in this Contract and may include, but is not limited to, the provision of any Aircraft, Flight Crew, Crewperson, equipment, sensors, computers, software, Intellectual Property, Personnel, vehicles and/or activities associated with a resource which is provided by the Contractor to NAFC and Members under this Contract.

**Service Period** means the period of time each year specified as a number of days in Schedule 2, during which the Contractor is required to provide the Services as specified in this Contract. Service Periods normally coincide with a bushfire season and may be extended beyond the minimum length set out in this Contract in any given year.

**Service Status Register** means the Contractor's continuous record of the availability status (as defined in clause 6.8) of any Aircraft supplied by the Contractor to carry out the Services required.

**Specialist Intelligence Gathering Aircraft** means an aircraft with the primary purpose of collecting and disseminating intelligence about a fire (or other event) from the air.

**Stand Down** means that the Service, or a component of the Service, including but not limited to, Aircraft, Flight Crew and/or Crewperson is directed to cease operation, or to not commence operation, until the relevant authorised officer permits the Service or a component of the Service to recommence operations.

**Standing Charge** means the fees to be levied by the Contractor for the provision of the Service as specified in this Contract for each day of the Service Period.

**Team Resource Management** means the effective utilisation of all available resources – hardware, software and human resources – to achieve safe and efficient operations.

**Temporary Operational Base (TOB)** means a location other than that specified in Schedule 1 at which the Aircraft providing the Service is temporarily required to be based during the Service Period.

**Training Period** means the period of time, if required and defined in this Contract, during which the Contractor is required to make the Services available for specific training purposes.

**Wet-A Hire** means the Contractor is responsible for the provision of fuel, fuelling facilities and infrastructure according to the provisions of this Contract and the Contractor is required to be self-contained, self-sufficient and mobile in the provision of fuel in most circumstances.

**Wet-B Hire** means the Contractor is responsible for arranging and paying for fuel providing there is no delay to the provision of the Services. The Contractor is not required to have mobile fuelling facilities nor mobile infrastructure. The Contractor is required to ensure that fuel is readily and reliably available at the NOB.

## 2.2. Interpretation

- a. In this Contract, unless the contrary appears:
  - i. the clause headings are for convenience only and have no effect in limiting or extending the language of the provisions to which they refer;
  - ii. references to any legislation or to any provision of any legislation includes any modification or re-enactment of, or any legislative provision substituted for, and all statutory instruments issued under, such legislation or such provision;
  - iii. words denoting the singular include the plural and vice versa;
  - iv. words denoting gender include all genders;

- v. words denoting individuals include corporations, organisations and government bodies and vice versa;
- vi. references to clauses and Schedules are references to clauses and Schedules of this Contract;
- vii. references to any document or agreement including this Contract include reference to such document or agreement as amended, varied, noted, replaced or supplemented from time to time;
- viii. references to any part of this Contract or other document or agreement include its successors and permitted assign;
- ix. the word “month” means a calendar month;
- x. the word “week” means a continuous seven day period;
- xi. the word “day” means a calendar day;
- xii. the word “year” means a calendar year; and
- xiii. a reference to “USD” is a reference to United States dollars otherwise a reference to “\$”, “A\$”, “dollar” or AUD means Australian dollars.

### **3. SERVICE SUMMARY**

#### **3.1. The Services**

- a. The Contractor is required to provide the Services specified in this Contract.
- b. The Services include, but are not limited to:
  - i. Aerial Firefighting; and
  - ii. ensuring the performance of tasks for specified fire incidents, emergency operations and other activities and general operations of the Member under the direction of an authorised officer; and
  - iii. maintaining preparedness to deliver the Services and to perform tasks; and
  - iv. when required, standing by and maintaining the levels of readiness of the Services specified in this Contract.
- c. The principal tasks to be performed by the Services are:
  - i. supply and operation of an Aircraft to provide airborne remote sensing in order to provide digital data and products to the Member; and
  - ii. provision of digital data and products to the Member; and
  - iii. such emergency operations and other activities as may be reasonably required by NAFC or the Member.
- d. The tasks:

- i. may have to be performed in remote situations under adverse conditions; and
  - ii. may have to be performed on any day during any Service Period, at any time of the day (unless otherwise required by Schedule C); and
  - iii. must be performed to exacting standards; and
  - iv. require specialised equipment; and
  - v. require specialised Flight Crew skills.
- e. NAFC may require the Services to be provided in:
  - i. any Australian state or territory; and
  - ii. be under the direction of any of its Members during a Service Period.
- f. NAFC may require the Aircraft providing the Service to:
  - i. operate from, and be temporarily based at, any suitable Aerodrome in Australia; and
  - ii. operate from unimproved Aerodromes which may be in remote or inaccessible locations.
- g. The Contractor acknowledges that NAFC enters into this Contract in order to procure Services that are provided to Members.
- h. The Contractor acknowledges and agrees that where Services are to be provided to the Member, for the period that such Services are being provided to the Member:
  - i. that Member will exercise the powers, duties, discretions and authorities of NAFC in relation to such Services and will have full power and authority to act for and on behalf of and to bind NAFC in relation to such Services; and
  - ii. that Member may nominate in writing an authorised officer to act as the representative of the Member for the purpose of dealing with the Contractor relating to the Services; and
  - iii. the Contractor will communicate with the authorised officer in relation to such Services; and
  - iv. the Services may be shared with other Members as required.
- i. The powers, duties, discretions and authorities conferred on the Member under clause 3.1(h) do not prevent NAFC from exercising those powers, duties, discretions and authorities; and in the event of a conflict between a Member and NAFC the decision of NAFC will prevail.

## **4. TERM OF THE CONTRACT**

### **4.1. Commencement**

This Contract commences on the date of its execution by both parties.

### **4.2. Term and Option**

- a. The Contract Period will be for a term concluding on 30 June <insert year> and will also include any extensions as referred to in clauses 4.2(b) and 4.2(c) below. This Contract continues for the Contract Period, unless terminated earlier in accordance with the provisions of this Contract.
- b. NAFC may at its discretion extend the Contract Period for up to two (2) terms of up to one year each.
- c. Regardless of any extensions to the Contract Period, this Contract will not continue beyond 30 June <insert year>.
- d. If NAFC elects to extend the Contract Period it will give written notice to the Contractor at least 2 months before the expiry date, exercising its option to extend the Contract Period.

## **5. CONTRACTOR RESPONSIBILITIES AND OBLIGATIONS (GENERAL)**

### **5.1. Contractor Skill and Experience**

- a. The Contractor accepts that NAFC enters into this Contract relying on the Contractor's representations that it possesses the skill, experience and ability to:
  - i. provide the Services for the Contract Period to a high standard; and
  - ii. provide the Services in a safe and timely manner.

### **5.2. General Compliance**

- a. The Contractor must be the holder of an Air Operator's Certificate suitably endorsed for all of the Services to be carried out, unless alternative arrangements are made between the Contractor and NAFC.
- b. The Contractor must maintain documented operational systems and procedures specific to the delivery and performance of the Services.
- c. In performing the Services stipulated by this Contract, the Contractor, all Personnel and any subcontractors must:
  - i. comply with the provisions of all relevant state and federal legislation and awards, Civil Aviation Orders and Civil Aviation Regulations and like statutes; and
  - ii. comply with any relevant operational orders, NAFC policies or standards and any procedures or instructions issued by NAFC, as promulgated from time to time; and



- iii. comply with any relevant policies or standard operating procedures of the Members, insofar as those policies or procedures relate to the provision of the Services.
- d. The Contractor must immediately notify NAFC if it receives notice of any inquiry by CASA or other regulatory authority, which is relevant to, or is likely to impact upon, the provision of the Services by the Contractor.
- e. The Contractor must immediately notify NAFC of any Immediately Reportable Matters and must notify NAFC within a reasonable time of any Routine Reportable Matters as defined in the *Transport Safety Investigation Regulations 2003 (Cth)*, however, caused and whether or not occurring in the course of the delivery of the Services under this Contract.
- f. The Contractor must immediately notify NAFC of any notices issued to the Contractor pertaining to, but not limited to:
  - i. infringements of occupational health and safety and workplace safety legislation and regulations; or
  - ii. infringements of civil aviation legislation and regulations.
- g. The Contractor must immediately notify NAFC of the discovery non approved aircraft parts and maintenance on any of the Contractor's aircraft.
- h. The Contractor will provide detailed information including cause, circumstance, remedial action, exemptions obtained and any other resultant changes to operations, procedures or manuals arising from clauses 5.2 (d), (e), (f) and (g) above.
- i. The Contractor will obtain any necessary exemptions or special provisions that may be required to provide the Services, and will ensure compliance with whatever requirements are in place at any point in time.

### **5.3. General Performance of the Services**

- a. The Contractor must:
  - i. ensure that the Aircraft are capable of carrying out the Services according to the specifications and standards described in this Contract; and
  - ii. be responsible for modifying and/or equipping the Aircraft, including arranging all necessary approvals and authorisations, to meet the requirements of this Contract to carry out the Services required; and
  - iii. be responsible for all certificates, exemptions, flight manuals and flight manual supplements, operations manual supplements, endorsements and approvals or any other authorisations where necessary to carry out the Services required; and
  - iv. ensure the maintenance of the Aircraft is to the standard required by CASA and to the legislative requirements of the country of registration.
- b. The Contractor must have access to back up facilities including suitably qualified relief Flight Crew and Crewpersons and "out of hours" servicing as the tasks may involve operations under emergency conditions.

- c. The Contractor must:
  - i. ensure the provision of Flight Crew and Crewperson training, experience and currency as specified in this Contract; and
  - ii. have access to a sufficient number of suitably qualified, trained and current Flight Crew and Crewpersons such that legislative flight and duty time limitations and fatigue management provisions do not limit availability or provision of the required Services; and
- d. The Contractor must have in place an Emergency Response Plan for the Services provided under this Contract.

#### **5.4. General Safety and Quality**

- a. The Contractor must work cooperatively with NAFC to develop and improve the safety, efficiency and effectiveness of operations, through further development of equipment and refinement of techniques and practices.
- b. The Contractor must maintain the quality management specified in clause 1.1 of Schedule 1.
- c. The Contractor will, if required by NAFC, allow NAFC or its agent to conduct an audit of the Contractor's quality management.
- d. The Contractor must maintain the safety management specified in clause 1.2 of Schedule 1.
- e. The Contractor will, if required by NAFC, allow NAFC or its agent to conduct an audit of the Contractor's safety management.
- f. The Contractor must have effective occupational health and safety and workplace safety programs in accordance with legislative requirements. The Contractor will, if required by NAFC, allow NAFC or its agent to conduct an audit of the Contractor's occupational health and safety and other procedures.
- g. The Contractor must take all reasonable precautions for the safety of the general public and the Contractor's Personnel engaged in performing the Services.

#### **5.5. General Requirements for Aircraft**

The Aircraft must be airworthy and maintained in accordance with the manufacturers' requirements, Australian State and Federal legislation and regulations and where applicable in accordance with the legislative requirements of the country of registration.

#### **5.6. Category of Operation for Aircraft**

- a. The Aircraft must be operated as a Charter aircraft.
- b. Where specific operational requirements preclude an operation from being conducted as Charter, the Contractor is only permitted to depart from Charter requirements to the extent necessary to undertake the specific operation.
- c. For the avoidance of doubt:
  - i. the Aircraft must have a Standard Certificate of Airworthiness (except as prescribed in Schedule 5); and

- ii. the Aircraft must be maintained to the standards required for Charter; and
- iii. the Contractor's AOC must be endorsed for Charter in the Aircraft type.

*NOTE: For further information regarding category of operation please refer to Section 2.7 of Part C of the Request for Proposals document.*

#### **5.7. Appointment of a Contract Manager**

- a. The Contractor will appoint a Contract Manager for the Contract Period and the Contract Manager at any point in time:
  - i. is designated as the representative of the Contractor in relation to the management of any current or future performance or policy issues in respect of this Contract; and
  - ii. has the authority to make decisions binding on the Contractor in relation to this Contract.
- b. During the Contract Period the Contract Manager must remain contactable and reasonably available and accessible to NAFC and the Member.
- c. If the Contractor wishes to appoint a new or replacement Contract Manager then it must advise NAFC in writing prior to the appointment.
- d. The appointment of a new or replacement Contract Manager will not result in a variation to this Contract and will not require this Contract to be replaced by a document duly executed by both parties.

#### **5.8. Pilot in Command**

- a. For the avoidance of doubt, the pilot in command of the Aircraft is responsible for the safe operation of the Aircraft and the safety of its occupants and payload. The pilot in command has final authority to determine whether the flight can be accomplished safely and may refuse any flight or operation on the grounds of safety.
- b. The pilot in command will ensure that the Aircraft is operated within flight envelope limitations specified in the Aircraft's flight manual.

#### **5.9. Conduct of Personnel**

- a. The Contractor will be responsible for the proper conduct of persons employed by or acting for the Contractor or any subcontractor, including ensuring that they comply with the requirements of this Contract in carrying out the Services specified.
- b. The Contractor will have key Personnel experienced in managing and supporting operations which require high standards, and which must be completed in a timely fashion in remote and difficult circumstances. They must understand the importance of dispatch reliability in Aerial Firefighting and emergency operations and other activities, and will have in place systems to ensure that operations that are conducted on an infrequent or irregular basis are still conducted in the most reliable and efficient manner.

- c. The Contractor must maintain an organisational drug and alcohol management program acceptable to NAFC. The drug and alcohol management program must also apply to the Contractor's subcontractors.
- d. The Contractor's organisational drug and alcohol management program must include a Drug and Alcohol Management Program that applies to the Contractor's aviation operations in accordance with the requirements of CASA.
- e. The Contractor will ensure that in the employment of Personnel it complies with all applicable industrial relations and workplace legislation.
- f. The Contractor must take all reasonable steps to ensure that all Personnel engaged in the provision of the Services:
  - i. act diligently, ethically, soberly and honestly; and
  - ii. present in a neat, clean and professional manner; and
  - iii. do not take or use any drug unless:
    - A. prescribed by a medical practitioner; and
    - B. lawfully available without prescription; and
    - C. used in accordance with directions; and
    - D. used in accordance with civil aviation legislation and regulations; and
  - iv. comply with all policies, procedures, rules, regulations, standards of conduct and the lawful directions of NAFC and its Members in respect of use of their premises, equipment, business ethics or methodology, or contact with their personnel or customers; and
  - v. not commit any criminal offence and not otherwise breach any law or regulation which could adversely affect the interests of NAFC or the provision of the Services; and
  - vi. do not sexually harass any person or unlawfully engage in discriminatory behaviour; and
  - vii. carry and display at all times identification as deemed appropriate by NAFC; and
  - viii. do not otherwise act in any manner which could disrupt or adversely affect NAFC's reputation, interest or goodwill.
- g. NAFC may require the removal and/or replacement of any member of the Flight Crew, or other employee of the Contractor or any subcontractor of the Contractor who, in the reasonable opinion of NAFC, is not performing the Services to a satisfactory standard, or who is not maintaining appropriate safety standards.

#### **5.10. Performance Management and Monitoring**

- a. If required by NAFC the Contractor will participate in a performance management and monitoring program specific to the Services.

- b. The performance management and monitoring program will provide a means of assessment of Contractor performance and of determining if the Contractor is delivering the Services at or above the standard specified by this Contract. The program will provide Information to the Contractor, NAFC and the Members regarding the performance of the Contractor in delivering Services under this Contract.
- c. In the performance management and monitoring program particular attention will be paid to the Contractor's record keeping.
- d. The Contractor acknowledges and accepts that the summary results of the performance management and monitoring program may be published by NAFC.

#### **5.11. Innovation and Research**

- a. The Contractor acknowledges and accepts that it must use all reasonable endeavours to seek to reduce the cost to NAFC of providing the Services under this Contract and to improve processes affected by the Services.
- b. The Contractor acknowledges and accepts that it must use all reasonable endeavours to assist NAFC and the Members in the acquisition of data and information to support research aimed at analysing and improving the efficiency, efficacy and safety of Aerial Firefighting, emergency operations and other activities.
- c. The Contractor acknowledges and accepts that the supply of Services under this Contract may be evaluated and that the delivery of any aspect of the Services may be measured, photographed, filmed or recorded.
- d. The Contractor acknowledges and accepts that aspects of the performance of the Services may be analysed and reported in publicly available publications.

#### **5.12. Standard of Care**

- a. The Contractor must perform the Services, having regard to the nature of the tasks:
  - i. in a commercial, prudent and reasonable manner; and
  - ii. in accordance with suitable and appropriate methods and policies; and
  - iii. with the high degree of skill, safety, care and diligence which may reasonably be expected of a suitably qualified and experienced person in the performance of services similar to the Services required to be performed under this Contract; and
  - iv. in a manner in which could reasonably be expected to protect NAFC's and the Members' interests.

#### **5.13. Environmental Responsibilities**

- a. The Contractor is responsible for ensuring that all maintenance, fuelling, flight activities and other activities in relation to the Services do not cause environmental damage to property, facilities or the natural environment.
- b. In relation to the Services and as required by the Member the Contractor must take reasonable steps to prevent the transfer of environmental contaminants

such as soil, seeds, algae, fungi or other plant material on aircraft, vehicles, footwear, clothing or other equipment. To ensure this the Contractor must create, maintain and implement hygiene protocols acceptable to the Member.

- c. In relation to the Services and as required by the Member the Contractor must conform with the Member's environmental and hygiene protocols, including decontamination of Aircraft, Refuellers and other equipment, when working in environmentally high risk areas. In relation to the Services the Contractor is responsible for cleaning and rehabilitating areas adversely affected by Contractor activities and will use solvents and cleaning agents that are consistent with safety, health and environmental best practices. Wherever practical and possible biodegradable cleaning agents must be used.
- d. In relation to the Services the Contractor is responsible for containing, handling and clean-up of fuel, oil, and Fire Retardant and Fire Suppressant contamination on airport ramps, storage, mixing and loading sites, parking areas, landing areas, etc., when caused by Contractor Aircraft or Personnel.
- e. Oil, solvents, parts, engines, etc. used in relation to the Services must be stored and used in a manner consistent with acceptable safety, health and environmental legislation and best practices.
- f. In relation to the Services the Contractor must immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the appropriate reporting authority, NAFC and the Member.
- g. The Contractor is responsible for Aircraft wash down, including provision of appropriate infrastructure and equipment and containment and treatment of run-off.
- h. The Contractor acknowledges community efforts to reduce energy usage and consumption of water and warrants that to the maximum extent practical they will observe any local restrictions on the use of water that may be in place. The Contractor will take all reasonable steps to conserve water and energy.
- i. The Contractor will take all reasonable steps to minimise environmental damage or nuisance caused by Aircraft noise.

#### **5.14. Subcontracting / Assignment**

- a. The Contractor must not assign, novate, subcontract, mortgage, charge or encumber in any way the Contract or any part of it, or the execution of the Services, or any right to receive any money under this Contract or allow a change in the Effective Control of the Contractor without first obtaining the express written consent of NAFC which may be withheld by NAFC in its absolute discretion.
- b. If NAFC consents to an assignment or novation then the costs of any assignment or novation of the Contract are to be met by the Contractor.
- c. If NAFC consents to the Contractor subcontracting all or part of the Services under this Contract, then the Contractor accepts full responsibility and liability for the performance of its subcontractors and must ensure:
  - i. that each subcontractor complies with the terms of this Contract; and

- ii. that each subcontractor operates under the Contractor's AOC unless otherwise permitted by NAFC; and
  - iii. that it has in place appropriate controls and systems for the regulation and supervision of subcontractors; and
  - iv. that it has in place appropriate orders of precedence of documents and procedures to resolve any conflict between the documents or procedures of the Contractor and its subcontractors; including but not limited to, any operations manual or operations manual supplement.
- d. A breach or failure to perform by any subcontractor will not excuse the Contractor from the performance of this Contract in accordance with its terms nor will it affect the liability of the Contractor under this Contract.

#### **5.15. Confidential Information**

- a. All Information provided to either the Contractor or NAFC by the other party under this Contract and all Information that either NAFC or the Contractor has access to during the course of this Contract will be treated as confidential by both parties.
- b. All Information created or acquired by the Contractor as a result of this Contract or performance of the Services stipulated by the Contract will be treated as Confidential Information by the Contractor.
- c. The parties agree that NAFC and the Contractor and its Personnel must not disclose to any individual, company or organisation, except as required by law, any Confidential Information or documentation relating to either party or the affairs of others which may have come to its or their knowledge as a result of this Contract or performance of the Services stipulated by the Contract and will take all necessary precautions to prevent unauthorised access to such information or documentation.
- d. All Confidential Information will remain the property of that party and will, where possible, be returned to the other party upon expiration or termination of this Contract.
- e. The Confidential Information supplied to the Contractor under this Contract by NAFC will be used only for the provision of the Services or as directed by NAFC and must not be used for any other purpose.
- f. The Contractor and all of its Personnel must use the Confidential Information solely for the purposes of, and only to the extent necessary, the performance of all the Contractor's obligations under this Contract.
- g. Either party will be entitled (in addition to any entitlement to damages) to apply for an injunction or other equitable relief with respect of any actual or threatened breach by either the Contractor or NAFC of this clause and without the need to prove any special damage. Nothing in this clause will prejudice any other rights (including under statute or common law) of NAFC or the Contractor in relation to any breach of confidentiality.
- h. Neither party's obligations under this clause 5.15 will extend to:
  - i. information already in the public domain other than due to a breach of this Contract; or

- ii. any disclosure required by law.
- i. The Contractor agrees that NAFC and its Members are entitled to exchange, share or pass any Contractor Confidential Information with each other for the purpose of meeting their obligations.
- j. The operation of this clause 5.15 survives the termination of this Contract.

#### **5.16. Media**

- a. The Contractor and all of its Personnel must not divulge any Confidential Information regarding the nature or progress of the Services or give any publicity, media reports, or engage in any form of social media concerning the Services except with the express written consent of NAFC or the Member.
- b. NAFC will be entitled (in addition to any entitlement to damages) to apply for an injunction or other equitable relief with respect of any actual or threatened breach by the Contractor of this clause and without the need to prove any special damage. Nothing in this clause will prejudice any other rights (including under statute or common law) of NAFC in relation to any breach of confidentiality.
- c. The Contractor's obligations under this clause 5.16 will not extend to:
  - iii. information already in the public domain other than due to a breach of this Contract; or
  - iv. any disclosure required by law.
- d. The operation of this clause 5.16 survives the termination of this Contract.

#### **5.17. Conflict of Interest**

- a. The Contractor warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business, trade or calling and do not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with its duties and interests under this Contract.
- b. The Contractor will immediately inform NAFC of any matter that may give rise to an actual or potential conflict of interest at any time during the Contract Period.

#### **5.18. Intellectual Property**

- a. Nothing in this Contract affects:
  - i. the ownership by the Contractor or its licensors of any Contractor IP;
  - ii. the ownership by NAFC or any Member of any Intellectual Property owned by, or licensed to, NAFC or a Member at the commencement of this Contract.
- b. The Contractor grants to NAFC and each Member a non-exclusive, royalty-free licence to use the Contractor IP to the extent necessary for NAFC and the Members to receive the full benefit of the Services.
- c. Any Intellectual Property created in the course of the provision of the Services will vest in NAFC. Where such Intellectual Property is unable to be vested in



NAFC upon creation, the Contractor will assign such Intellectual Property (including by way of a present assignment of future rights) to NAFC.

- d. Without limiting the foregoing, in respect of a Deliverable:
  - i. to the extent that the Deliverable involves Intellectual Property created after the commencement of this Contract, such Intellectual Property will belong to NAFC and clause 5.18(c) above will be deemed to apply to it;
  - ii. to the extent that a Deliverable involves Contractor IP, the Contractor grants to NAFC and each Member an irrevocable, non-exclusive, royalty-free licence to use, exploit, reproduce, modify and adapt that Contractor IP to the extent necessary for NAFC and the Members to make full use of the Deliverable;
  - iii. for the purposes of this Contract, the Deliverable will be treated as Information, and (where applicable) Confidential Information, belonging to and relating to NAFC.
- e. The Contractor warrants that:
  - i. it has the requisite authority to grant the licences set out in clauses 5.18(b) and (d) above, and to use any Intellectual Property it will use in connection with this Contract and the provision of the Services;
  - ii. it will not, in providing the Services and performing its obligations under this agreement, infringe the Intellectual Property of any third party; and
  - iii. upon request by NAFC it will execute any additional documents reasonably necessary to give effect to, or confirm, the vesting in NAFC or assignment to NAFC of Intellectual Property contemplated by this clause 5.18.
- f. The operation of this clause 5.18 survives termination or expiration of this Contract.

#### **5.19. Privacy**

- a. If the Contractor or its Personnel provide NAFC with any Personal Information in the course of providing the Services, NAFC agrees that it will be bound by all applicable privacy legislation.
- b. If NAFC, the Member, any of their Personnel or any other person provides the Contractor with any Personal Information in the course of this Contract, the Contractor agrees that it will be bound by all applicable privacy legislation.

#### **5.20. Data or Product Collection**

- a. In relation to any data or products created or collected by the Contractor in the course of the provision of the Services clause 5.18 will apply. This data may include, but is not limited to, aircraft tracking and event logging information and data obtained through aerial surveillance.
- b. The Contractor has acquired all data and products in the course of providing the Services to NAFC, and as such the data is designated by NAFC as Confidential Information. The data and products cannot be disseminated by the Contractor without NAFC's written consent.

## **5.21. Performance Bond**

- a. The Contractor will take out and maintain a performance bond of the amount specified in clause 1.3 of Schedule 1. The performance bond will be an amount not less than five per cent (5%) of the total Standing Charges for the first Service Period as set out in Schedule 3.
- b. The Contractor will take out and supply to NAFC the performance bond before the commencement of the first Service Period under this Contract.
- c. The Contractor must take out and maintain the performance bond for the maximum possible Contract Period. NAFC will not return the performance bond to the Contractor between Service Periods.
- d. The Contractor will produce the performance bond in a form agreed upon by the Contractor and NAFC and executed by a bank or other reputable financial institution approved by NAFC.
- e. Approved banks/financial institutions must be domiciled in Australia, or be an Australian subsidiary that is subject to Australian law.
- f. All costs associated with taking out and maintaining the performance bond will be borne by the Contractor.
- g. NAFC will have the right to drawdown on the performance bond in the event of default by the Contractor or termination of the Contract, for the purpose of meeting all losses, damages, expenses and costs incurred by NAFC arising out or relating to such default or termination.
- h. NAFC will not have the right to drawdown on the performance bond in the event of termination of the Contract in accordance with clause 10.4 except where the Contractor fails to carry out its cost mitigation responsibilities in accordance with clause 10.5(a).
- i. NAFC will return the performance bond to the Contractor at the completion of the Contract Period unless NAFC has previously invoked the performance bond in accordance with clause 5.21(g) or (h).
- j. The rights of NAFC pursuant to this clause 5.21 will be in addition to any other rights or remedies that NAFC may have at law or in equity.

## **5.22. Insurance**

- a. The Contractor must take out and maintain at all times during the Contract Period public liability insurance against liability to third parties (including, but not limited to, passengers and crew on the Aircraft) for personal injury and death and damage to property for a minimum amount set out in clause 1.3 of Schedule 1 for each and every occurrence.
- b. The Contractor must take out and maintain at all times during the Contract Period appropriate insurance against loss of, or damage to, the aircraft hull for an amount reflecting market value.
- c. The Contractor must:

- i. take out and maintain insurance during the Contract Period against statutory and common law liability for personal injury to or the death of any person in the employment of the Contractor; and
    - ii. ensure that each subcontractor engaged during the Contract Period takes out and maintains insurance against statutory and common law liability for personal injury to or the death of any person in the employment of the subcontractor; and
    - iii. where permitted by law, ensure the insurance is extended to provide indemnity for NAFC and its Members for NAFC's statutory liability to persons employed by the Contractor.
  - d. The Contractor will ensure that the policy of insurance that is effected in compliance with clause 5.22(a) above:
    - i. includes as named insured NAFC and its Members, their servants, agents and independent contractors engaged by NAFC or its Members; and
    - ii. provides that any cancellation of the policy by the insurer will not take effect until thirty (30) days after written notice of such cancellation has been given to NAFC; and
    - iii. provides that a notice of claim given to the insurer by one insured party will be accepted by the insurer as a notice of claim given by each of the insured parties; and
    - iv. provides that a breach or failure to observe and fulfil the terms of the policy by any party comprising the insured will not prejudice the rights of remaining parties comprising the insured; and
    - v. includes a clause in which the insurer agrees to waive all rights of subrogation or action against any insured, its directors, executive officers, servants, agents and employees; and
    - vi. allows for claims to be made against the policy during the Contract Period and after the conclusion of the Contract Period in accordance with legislation and common law principles relating to limitation periods; and
    - vii. is with an insurer and otherwise on terms approved by NAFC, which approval will not be unreasonably withheld.
  - e. At any time upon request by NAFC, the Contractor will as soon as is reasonably possible and in any event within seven (7) days from the request, produce documentation evidencing the terms and currency of all insurance policies which are required by clauses 5.22(a), (b) and (c), and/or copies of all of those insurance policies to NAFC.
  - f. If the Contractor neglects, fails or refuses to keep in force any of the insurances which are required by clauses 5.22(a), (b) or (c) or fails to make available those policies and evidence of currency as required by clause 5.22(e), NAFC will be entitled to procure such insurance and pay the premiums and to recover the cost of such insurance from the Contractor by deducting that cost from any sums or other charges that may be or may become payable by NAFC to the Contractor pursuant to this Contract.

- g. If the Contractor neglects, fails or refuses to keep in force any of the insurances which are required by clauses 5.22(a), (b) or (c) or fails to make available those policies and evidence of currency as required by clause 5.22(e), then the Contractor will be considered to be not providing the Services required by the Contract and will forfeit any payments or monies due under this Contract for the period until such time as the evidence of currency is provided or until NAFC procures such insurance according to the provisions of clause 5.22(f).
- h. If the Contractor fails to comply with this clause 5.22 then the Contractor acknowledges that NAFC is entitled to immediately terminate this Contract for material breach in accordance with clause 10.7.
- i. If the Contractor is providing Wet-A Hire Services, or optional additional refuelling Services, then the Contractor must ensure that its public liability insurance provides cover against liability arising from refuelling operations, including refuelling of any Aircraft conducting operations on behalf of NAFC or its Members.
- j. The operation of this clause 5.22 survives the termination of this Contract.
- k. The Contractor's liability to NAFC will not be limited in any way because of any insurance.

### **5.23. Indemnity**

- a. The Contractor releases, indemnifies and holds harmless NAFC and its Members, employees, servants and agents; and the Members' employees, servants and agents from and against all losses, damages, expenses, actions, claims, suits, fines, penalties and demands whatsoever (including the cost of defending or settling any action, claim or demand which may be brought against NAFC by any person) relating to or arising out of:
  - i. any negligence or wrongful act or omission of the Contractor or the Contractor's Personnel, subcontractors, employees or agents or of any other persons for whose acts or omissions the Contractor is vicariously liable; or
  - ii. any obligation to make any payment to the Contractor's employees or subcontractors engaged in the provision of the Services; or
  - iii. death, injury, loss of or damage to the Contractor, the Contractor's Personnel or its other employees, agents and subcontractors; or
  - iv. an infringement or claimed infringement of a patent, trade-mark, design, copyright or other protected or Intellectual Property right of a third party; or
  - v. any obligation to pay any statutory taxes, fees, levies or charges related to any payments to the Contractor's employees or subcontractors engaged in the provision of the Services; or
  - vi. any breach of the Contractor's statutory duty under legislation; or
  - vii. any breach of this Contract by the Contractor.

## **5.24. Benefit and Survival of Indemnities**

- a. The parties agree that all indemnities and releases given by the Contractor in this Contract are, to the extent that they benefit the Member, held by NAFC on behalf of that Member on trust for each of them and can be enforced by NAFC on behalf of each of them.
- b. Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Contract.
- c. It is not necessary for a party to incur expenses or make payment before enforcing a right of indemnity conferred by this Contract.

## **6. CONTRACTOR REQUIREMENTS AND OBLIGATIONS (SERVICE PERIOD)**

### **6.1. Conditions Precedent to the Service Period**

- a. A Service Period does not commence unless and until each of the conditions set out in this clause have been satisfied in accordance with clause 6.1(b) or waived in accordance with clause 6.1(c).
- b. The conditions precedent to a Service Period are:
  - i. the Contractor receiving a Purchase Order from the Member; and
  - ii. the Contractor receiving written notice from the Member advising the date on which the Service Period is to commence in accordance with the Notice Period; and
  - iii. NAFC receiving from the Contractor the Performance Bond; and
  - iv. NAFC receiving from the Contractor a copy of all relevant documentation evidencing the Contractor's insurance and its currency; and
  - v. NAFC receiving from the Contractor a copy of the Contractor's AOC; and
  - vi. acceptance by the Member that the requirements of this Contract for the Services have been met.
- c. The satisfaction of a condition precedent to the Service Period can only be waived by written notice from NAFC to the Contractor.

### **6.2. Commencement and Duration of Service Periods**

- a. During each Service Period the Services are required to be Available, fully meeting the provisions of this Contract.
- b. Each Service Period will be for a minimum continuous length as defined in Schedule 2.
- c. Each Service Period will commence on a date notified to the Contractor by the Member in accordance with the Notice Period as specified in Schedule 2.

- d. At any time prior to the commencement of a Service Period the parties may alter the commencement date of the Service Period by mutual written agreement, without affecting the overall minimum length of the Service Period.
- e. Service Periods may be extended by periods of not less than one day, at the discretion of NAFC, by a written notice to the Contractor at least seven (7) days in advance.

### **6.3. Requirements of Contractor Prior to Commencement of Service Period**

- a. Immediately prior to the commencement of any Service Period:
  - i. the Contractor will make any Aircraft that the Contractor intends to use to carry out the Services available for inspection at no cost to NAFC, in order that the Member may determine that the Aircraft, satisfactorily meets the requirements of this Contract. The Aircraft will be available at the NOB; and
  - ii. the Member may require that the Aircraft fly for up to 30 minutes at no cost to the Member to confirm compliance with the requirements of this Contract.
- b. If required, prior to the commencement of any Service Period, the Contractor or the Contract Manager or the Chief Pilot will attend, at no cost to NAFC, a formal briefing session in the capital city of the jurisdiction where the specified NOB is located.

### **6.4. Requirements of Contractor during the Service Period**

- a. During any Service Period, the Contract Manager or their authorised delegate must be located in Australia. Any authorised delegate of the Contract Manager must have the full authority of the Contract Manager.
- b. During any Service Period the Contractor will ensure that at all times the Contractor continues to carry out the tasks and provide the Services as may be required by the Member.
- c. During the Service Period specified in Schedule 2 the Contractor will ensure that:
  - i. the Aircraft is located at the NOB (specified in Schedule 1) fully meeting the requirements detailed in this Contract; and
  - ii. all facilities required to support the Aircraft at the NOB are provided, including but not limited to, communications, security, Personnel and office accommodation and maintenance facilities; and
  - iii. at the NOB facilities must include as a minimum a dedicated telephone line, facsimile, access to the internet including email, adequate air-conditioning, rest areas, windsock, relevant maps and Member specific information; and
  - iv. at the NOB crew rest facilities (if required to maximise duty times) must meet all applicable legislation and regulations as amended from time to time.

- d. During any Service Period when requested by NAFC and at no cost to NAFC, the Contractor will make available at the NOB the Aircraft for inspection for Contract compliance and/or evaluation by the Member.
- e. During any Service Period the Contractor will ensure that:
  - i. at any time during Daylight the Aircraft will be airborne and proceeding to carry out the tasks required as soon as practicable, but in any case within thirty (30) minutes after receiving notification from the Member or within such greater period as specified by the Member ;and
  - ii. at any other time the Aircraft will be airborne and proceeding to carry out the tasks required as soon as practicable, but in any case within two (2) hours after receiving notification from the Member or within such greater period as specified by the Member.
- f. As practicable and by notice to the Contractor, the Member will relax the Daylight standby requirement so that it only applies for a certain period of Daylight, such that the planned tour of duty for the Aircraft's Flight Crew will not normally exceed nine hours in that day. The Contractor will ensure that at all other times during Daylight the Daylight requirement as set out in clause 6.4(e)(i) above is met.
- g. On days of significant fire or emergency risk during any Service Period, and as required by the Member, the Contractor will take all reasonable steps to ensure that the Aircraft is airborne and proceeding to carry out the tasks required within the minimum time practicable after receiving notification from the Member:
  - i. it is expected that the Contractor will ensure that preparation of the Aircraft, including any and all preparatory checks required on the Aircraft, have been completed before notification is received from the Member; and
  - ii. it is expected that the Contractor and all Personnel will respond appropriately to the significant fire or emergency risk.
- h. For Partial Availability Contracts the clauses 6.4(c)(i), 6.4(e) and 6.4(f) only apply in accordance with the Partial Availability requirements of Schedule 2.
- i. RESERVED - this clause is not applicable.
- j. The Contractor will ensure that the Aircraft is supplied with fuel as required to allow for the continuous performance of the tasks by the Aircraft.
- k. RESERVED - this clause is not applicable.
- l. The Contractor will ensure at all times that any equipment used in refuelling complies with the Dangerous Goods legislation and any other applicable legislation of the state or territory in which the Contractor is operating.
- m. During any Service Period the Contractor will ensure that as far as is practicable, procedures and systems are in place to ensure that Services respond as required. This will include but is not limited to:
  - i. ensuring that equipment and systems associated with the tasks and as required by this Contract are prepared and ready, and that the readiness of such equipment and systems is checked prior to the beginning of each Service Period; and

- ii. ensuring that Personnel can operate the equipment and systems and are properly trained and competent to carry out the Services, and that the appropriate level of competency is maintained and checked in accordance of the requirements of this Contract; and
  - iii. testing the proper operation of the Aircraft, aircraft systems, remote sensing systems, data processing systems and data communication systems including but not necessarily limited to avionics, communications and global positioning systems specified in Schedule 5, during the first flight on any day that the Aircraft flies. The test will be made as soon after take-off as is practical. Where NAFC or a Member requires that the test must be undertaken according to a specific procedure, the procedure will be conveyed to the Contractor; and
  - iv. ensuring that if the Aircraft does not fly during the preceding six days, the Aircraft must be flown for a period of time sufficient for the Contractor to test during the flight the proper operation of the Aircraft, aircraft systems, remote sensing systems, data processing systems and data communication systems including but not necessarily limited to, avionics, communications and global positioning systems specified in Schedule 5. Where NAFC or a Member requires that the test be undertaken according to a specific procedure, the procedure will be conveyed to the Contractor.
- n. Periodic test flights during the Service Period, including those required by clauses 6.4(m)(iv) and 6.3(a)(ii), are deemed to be flights in the private interests of the Contractor.

#### **6.5. Other work during Service Period**

- a. During any Service Period the Contractor may utilise the Aircraft for other tasks, subject to the prior approval of NAFC, which may be withheld in its absolute discretion and subject to:
  - i. continuing to meet the other provisions specified in clause 6.4; and
  - ii. meeting any other requirement specified by the Member; and
  - iii. a reduction of the Standing Charges contained in Schedule 3, proportionate to the amount of time the Aircraft is unavailable.

#### **6.6. Outside of a Service Period**

Outside a Service Period the Service is to be available by mutual agreement between NAFC and the Contractor, at the Contract Price specified for such periods in Schedule 3.

#### **6.7. Service Status during the Service Period**

- a. Any Services supplied by the Contractor must at any point in time during any Service Period be considered to have a status as follows:
  - i. **Available** means:
    - A. the Services meet all requirements of this Contract and the Aircraft would be ready and able to be airborne and commence tasks in accordance with all requirements of this Contract; and



- B. sufficient Personnel are available to enable the Services to be delivered without interruption; or
  - ii. **Available (Limited)** means the Services are Available but, by express agreement with the Member, they do not otherwise meet all requirements of the Contract (for example due to a minor equipment fault that is not safety or performance related or the carrying out of minor maintenance); or
  - iii. **Not Available** means the Services are not of Available or Available (Limited) status as described in this clause.
- b. The Contractor is required to immediately notify the Member if any Services become Available (Limited) or Not Available within the terms of this Contract for whatever reason..
  - c. The Contractor must maintain accurate and comprehensive records of the availability and status and operations of any Services that the Contractor is required to deliver, and is required to provide information to NAFC upon request regarding the availability, status and operations of the Services.

#### **6.8. Service Status Register**

- a. The Contractor must establish a Service Status Register and at all times during the Service Period the Contractor must maintain that register. The register must detail the availability status of each Service at all times. In the case of Services of Available (Limited) and Not Available status, the Service Status Register will include information as to the reason for the status and as to the time at which the Service will be made Available.
- b. At any time during the Service Period, upon request of NAFC or the Member, the Contractor will supply a copy of the Service Status Register that is current as at the time of the request.
- c. A copy of the Service Status Register corresponding to the relevant invoice period must be supplied with any tax invoice provided by the Contractor to NAFC or the Member.

#### **6.9. Activation**

- a. A requirement for the Contractor to carry out the tasks required under this Contract will be notified to the Contractor, Contract Manager or a representative of the Contractor by the Member, according to a procedure laid down by the Member and conveyed to the Contractor from time to time.
- b. The Contractor will provide and maintain a suitable, reliable communication system acceptable to NAFC to ensure that at all times during a Service Period the Contractor, the Contract Manager or a representative of the Contractor may be notified without delay of a requirement for the tasks to be carried out
- c. The Contractor will at all times during a Service Period maintain a suitable back-up communication system acceptable to NAFC; that may be utilised to notify the Contractor or the Contractor's representative in the event of failure of the system described in clause 6.9(b).

#### **6.10. Substitute Aircraft**

The Contractor may utilise a substitute Aircraft to carry out the tasks. The substitute Aircraft must be approved by NAFC and must meet the standards set by this Contract unless there is prior written agreement between the Contractor and NAFC.

#### **6.11. Additional Services**

- a. If required, and subject to availability, Additional Services (of a similar capability, to the contracted Service) may be provided by the Contractor upon written request from NAFC.
- b. The Additional Services must be approved by NAFC and must meet the standards set by this Contract unless there is written agreement between the Contractor and NAFC.

#### **6.12. Failure to Provide Services**

- a. Without limiting any other rights of NAFC under this Contract or at law, if:
  - i. a Service is Not Available by the commencement of any Service Period; or
  - ii. a Service stipulated by the Contract becomes Not Available during any Service Period, except otherwise provided by the Contract; or
  - iii. the Contractor does not respond during any Service Period as required in the Contract, except as otherwise provided in the Contract;

then NAFC may procure an alternative Service at its discretion and NAFC is entitled to recover from the Contractor, or deduct from monies due to the Contractor, as damages and not as a penalty, the total amount which NAFC expended to procure the alternative Service.

- b. In effecting its rights under clause 6.12(a) above NAFC will use reasonable efforts to mitigate any costs incurred by it in the procurement of any alternative Service.

#### **6.13. Records during the Service Period**

- a. Flight Crew are required to maintain accurate records of operations including operating time and flying time, recorded in actual local mean time, and also recorded in decimal time to one hundredths of an hour calculated to two decimal places, on Flight Operations Return documents supplied by, or in a form acceptable to, the Member.
- b. The Contractor will ensure that Flight Operations Return documents are prepared and presented for endorsement as per the Member's requirements.
- c. The Contractor must maintain accurate and complete records, reports, documents, data, books of account, and other evidence relating to the performance of the Services.

#### **6.14. Use of Services**

- a. NAFC's preference is to obtain Services, including Aerial Firefighting, resources, systems and other services from Contractors. However, NAFC reserves the right

to obtain Services, including Aerial Firefighting, resources, systems and other services from any other provider.

- b. The Contractor acknowledges that NAFC has made no representation as to the amount of use, operation or tasks NAFC may request the Contractor to undertake using the Service either during the Service Periods or outside the Service Periods.

## **7. TRAINING**

### **7.1. Training Periods**

- a. RESERVED - this clause is not applicable.

### **7.2. Training and Exercises**

- a. During any Service Period and when required by the Member the Contractor will make the Services available to participate in training exercises.
- b. Where the Contractor provides the Services for training exercises during the Service Period the Contractor and the Member may mutually agree on a revised Contract Price applicable to the training exercise.
- c. During any Service Period and when required by the Member the Contractor will make the Services available to participate in simulation exercises, without reasonable prior notice, for the purposes of:
  - i. training of the Member's personnel; or
  - ii. checking conformance to the Contract requirements; or
  - iii. generally ensuring that the Services are provided to the satisfaction of the Member.
- d. Where the Member requires participation in a simulation exercise during a Service Period without providing reasonable prior notice then payments will be made to the Contractor as if the exercise was an actual emergency response task.
- e. Outside of the Service Period and when required by the Member the Contractor will reasonably endeavour to make available the Services for participation in exercises to train the Member's personnel or develop and test associated systems.
- f. Where the Contractor provides the Services for training exercises outside of a Service Period the Contractor and the Member may mutually agree on a revised Contract Price applicable to the training exercise.
- g. Where no other specific agreement is reached between the Contractor and the Member on the Contract Price applicable to training exercises, the Contract Price specified in Schedule 3 will apply.
- h. The Contractor is obliged to meet training, skills maintenance and currency requirements, including associated costs, for the Contractor's Personnel in any existing or newly introduced and/or development course NAFC considers

relevant and necessary for the continued safe, reliable and efficient execution of the Services required under this Contract.

## **8. NAFC**

### **8.1. Set Off**

NAFC may set off any amount owing to the Contractor, against any amount owing by the Contractor to NAFC pursuant to this Contract. NAFC will not unreasonably withhold payment for the Services that have been supplied by the Contractor in accordance with the provisions of this Contract.

### **8.2. Contractor Briefing**

Unless otherwise agreed in writing between the Member and the Contractor before the commencement of any Service Period, any Member issuing a Purchase Order for Services under this Contract must provide the Contractor with copies of its policies and arrange a briefing with the Contractor during which it will answer the Contractor's reasonable questions in relation to its policies.

### **8.3. Confidentiality and Security**

- a. NAFC will treat as commercial in confidence all information provided to it in the Contractor's prices and pricing conditions, in so far as applicable legislation applies.
- b. The Contractor acknowledges and agrees that the total value of the Contract may be published by NAFC or its Members, as required by Members policy or by legislation.
- c. The Contractor acknowledges and agrees that disclosure of information by NAFC to its Members will not constitute a breach of this clause.

### **8.4. NAFC's Power to Inspect**

- a. At any time during the Contract Period, NAFC may require that the Contractor permit inspection or audit, by NAFC, the Member or their authorised officers or agents; of the Contractor's or subcontractor's premises, facilities and documents including but not limited to operation manuals, procedure statements, financial documentation, correspondence and maintenance records.
- b. The Contractor must provide reasonable assistance to persons appointed by NAFC to undertake inspections or audits.
- c. The Contractor acknowledges and agrees that information obtained by NAFC, the Member or their authorised officers or agents in the course of an inspection or audit may be disclosed to any Member.
- d. NAFC will notify the Contractor in writing of any matters raised during inspections or audits which require attention or rectification, and the Contractor must give effect to those matters as soon as reasonably practicable.
- e. At any time during the Contract Period, the Contractor must permit NAFC to inspect the certificates of incorporation, registration and accounts of the Contractor.

## **8.5. Indemnity**

NAFC will indemnify the Contractor in relation to a claim by a third party in respect of loss of or damage to, property, personal injury, or death arising out of or as a consequence of any unlawful or negligent act or omission of NAFC, its employees or agents as a result of NAFC's performance of its obligations under this Contract. The indemnity provided by NAFC does not apply where the loss or damage is caused or contributed to by the negligence of the Contractor or its Personnel or subcontractors.

## **8.6. Succession**

If NAFC is wound up, deregistered, placed into liquidation, administration or receivership then NAFC's rights, benefits, entitlements, obligations, liabilities under this Contract are novated to the Members.

## **8.7. Stand Down of Service, Aircraft, Flight Crew and / or Crewpersons**

- a. NAFC, the Member or their authorised officers may Stand Down a Service or a component of the Service for non-compliance with the requirements of this Contract, or for non-compliance with safety or operational requirements.
- b. Notice to Stand Down a Service, or a component of the Service will be provided by giving notice to the Contractor, Contract Manager, or any member of the Flight Crew.
- c. The Contractor must ensure that any notice given under clause 8.7(b) is complied with immediately.
- d. A Service that has been given notice to Stand Down will be considered as being Not Available in accordance with clause 6.7(a).
- e. If a component of a Service has been given notice to Stand Down, then the Service may be Available, Available (Limited) or Not Available depending upon the Reasons for the Stand Down. NAFC, the Member or their authorised officers will determine the availability status of the Service and advise the Contractor accordingly.
- f. In the notice to Stand Down a Service or a component of the Service, NAFC, the Member or their authorised officers must advise the Contractor of the Reasons for standing down the Service or a component of the Service.
- g. Upon receipt of the Reasons, the Contractor must use its best endeavours to rectify the faults or omissions described in the Reasons.
- h. NAFC, the Member or their authorised officers must provide all reasonable assistance by informing the Contractor of what action or further action must be taken by the Contractor to rectify the faults or omissions described in the Reasons.
- i. When NAFC, the Member or their authorised officers are satisfied that the faults or omissions described in the Reasons have been satisfactorily remedied by the Contractor, NAFC, the Member or their authorised officers will notify the Contract Manager immediately.
- j. Stand Down commences when notice is given under clause 8.7(b) and ceases when NAFC, the Member or their authorised officers notify the Contract Manager under clause 8.7(i).

- k. Where Stand Down occurs, the Standing Charges specified in Schedule 3 will cease to apply during the Stand Down period as described in clause 8.7(j).
- l. Where a Stand Down period includes part of a day, the Standing Charges for that day will be revised, calculated in accordance in accordance with the formula in clause 9.1(l).

## **9. PAYMENTS AND PRICES UNDER THE CONTRACT**

### **9.1. Payments**

- a. Payments for Services provided by the Contractor, at the Contract Price, will be claimable at the end of each calendar month or as otherwise agreed with the Member, subject to a correctly rendered tax invoice received from the Contractor.
- b. The Contractor will provide its tax invoice to the Member in respect of the Services which have been provided.
- c. Upon receipt of a valid tax invoice for Services performed in accordance with this Contract, the Member will make payment to the Contractor consistent with the Member's standard operating procedures for payment of tax invoices.
- d. Each tax invoice provided by the Contractor must be in the form of, and contain the information set out in, clause 5 of Schedule 3.
- e. Where a tax invoice includes an amount claimed by the Contractor pursuant to clause 1 of Schedule 3, the Contractor must submit with the tax invoice all documentation relevant to the amount claimed.
- f. Each tax invoice provided in accordance with clause 9.1(b), must be accompanied by the Service Status Register documents required by clause 6.8, and by Flight Operations Returns required by clause 6.13.
- g. Tax invoices which are not accompanied by Flight Operations Returns as authorised by an authorised officer and not accompanied by the Service Status Register under clause 6.8 may not be accepted for payment.
- h. Tax invoices that do not provide the information required or otherwise do not meet the requirements of this clause 9.1 may be suspended from payment until such time as the information is provided.
- i. Any payment received by the Contractor from the Member must be taken as payment in reduction of the amount owing by NAFC to the Contractor.
- j. Payment transactions will be undertaken using Electronic means in accordance with a Member's requirements.
- k. Payment of any Standing Charges as part of the Contract Price will not be made for any period or part thereof that the Services stipulated by this Contract are not provided by the Contractor in the terms of this Contract or the Services are Not Available.
- l. Where the Services are Not Available for part of a day the Standing Charges for that day will be revised, calculated in accordance with the following formula:

$$\text{SCR} = \text{SC} - (\text{SC} (\text{SDH}/24))$$

Where: SCR = revised Standing Charge

SC = Standing Charge detailed in Schedule 3

SDH = unavailable hours.

- m. Before any payments are made, NAFC must be satisfied that all requirements of the Contract have been complied with.

## 9.2. Contract Price

- a. The Member is liable only for costs under this Contract in relation to Services provided by the Contractor pursuant to a Purchase Order submitted by the Member in accordance with the provisions of the Contract.
- b. Except as provided for in clause 9.2(c), the Contract Price is firm and inclusive of all costs associated with supplying the Services stipulated by this Contract including but not limited to:
- i. costs of provision of Aircraft and associated equipment, where applicable; and
  - ii. costs of modifications to Aircraft and associated equipment; and
  - iii. cost of provision of any hardware, software and/or firmware; and
  - iv. costs of the Contractor using any Intellectual Property obtained from third parties; and
  - v. infrastructure and security costs at the NOB; and
  - vi. Personnel costs, including training costs; and
  - vii. costs associated with management and supervision of operations; and
  - viii. Aircraft operating costs, including fuel, lubricants, hangarage, landing and airways fees, except as provided under clause 9.2(c)(iv); and
  - ix. costs associated with aircraft tracking and event logging, including data handling and service fees; and
  - x. costs of finance; and
  - xi. licence fees and royalties; and
  - xii. all charges and taxes, including any GST, except where otherwise specified in clause 1 of Schedule 3; and
  - xiii. all increases in charges and taxes, and all new charges and taxes for which the Contractor is liable at law; and
  - xiv. insurance and guarantees; and
  - xv. costs associated with the supervision, coordination and management of subcontractors; and

- xvi. any payment or charge that may become due to any subcontractor; and
  - xvii. all costs associated with the Refueller, where applicable, including transporting the Refueller to the location at which the Aircraft is operating but excluding the costs referred to in clause 9.2(c); and
  - xviii. all costs associated with any “back up” Personnel (eg engineering support) and facilities that are required to ensure the reliable operation of the Aircraft.
- c. The Member will:
- i. supply or reimburse the reasonable costs (according to the Member’s policies) of meals and accommodation for the Flight Crew and Crewpersons when the Aircraft is required to remain away overnight from its NOB in order to carry out Services required by NAFC; and
  - ii. RESERVED - this clause is not applicable; and
  - iii. reimburse the reasonable costs of such charges levied by the Civil Aviation Safety Authority, Airservices Australia, or any airport owner or operator that may be incurred whilst actually conducting the Services or whilst travelling at the direction of an authorised officer in order to conduct the Services, except those charges that are incurred directly in relation to operating from the NOB of the Aircraft; and
  - iv. reimburse the reasonable costs of “callout” fees charged by Refuellers where NAFC requires the Aircraft or other aircraft under NAFC’s direction be refuelled outside of normal hours; and
  - v. RESERVED - this clause is not applicable; and
  - vi. RESERVED - this clause is not applicable; and
  - vii. supply or reimburse the reasonable costs of moving the Aircraft from the NOB to any alternative NOB or TOB requested by NAFC or the Member, and any reasonable additional costs consequential to moving the Aircraft. The Contractor must take reasonable steps to mitigate these costs and must provide evidence to support the expenditure upon request from the Member; and
  - viii. reimburse the reasonable costs of changing or substituting auxiliary radio transceivers installed in the Aircraft or Refueller when NAFC requires the radio transceivers to be changed from those that have already been installed by the Contractor in accordance with Schedule 5. In the event that the installation is undertaken by a third party then the reimbursement will occur upon the receipt of the invoice.
- d. RESERVED - this clause is not applicable.
- e. Operating Charges for Fixed Wing Aircraft will be due and payable to the Contractor for that period of time, authorised by NAFC or the Member and calculated to the nearest one hundredth of an hour, between the commencement of each takeoff roll and the end of the rollout from each landing.

*NOTE: This clause only applies if a Proposer submits a Proposal which uses aircraft time as a measure for charging for the Services it provides. If a Proposer*



*submits either a product delivery system or a turnkey delivery system with a different charging method then this clause will be reserved and appropriate clauses inserted into the Contract to reflect the system and charging method.*

- f. Operating Charges will not be payable for:
- i. any flight other than those specifically ordered by NAFC or the Member; or
  - ii. any flights required to train Flight Crew, periodically test systems or maintain readiness; or
  - iii. positioning of the Aircraft at the NOB at the commencement of any Service Period, or repositioning of the Aircraft from the NOB at the conclusion of any Service Period; or
  - iv. any positioning or repositioning of the Aircraft to or from the NOB where the Aircraft is to be, or has been, utilised in the private interests of the Contractor; or
  - v. any positioning or repositioning of the Aircraft from the NOB in the event that the NOB becomes unusable or unserviceable as the result of actions or inactions by the Contractor; or
  - vi. any flight carried out in the private interests of the Contractor or the Flight Crew, nor any flight conducted in connection with the servicing, maintenance or substitution of the Aircraft, nor any flight conducted in connection with replacement or substitution of Flight Crew; or
  - vii. time where the Contractor elects to operate the Aircraft, when the operation is not required by NAFC or the Member; or
  - viii. RESERVED – this clause is not applicable.
  - ix. time where NAFC requires the Aircraft to fly to confirm compliance with the provisions of the Contract under clause 6.3(a) and 6.4(m)(iv).

### **9.3. Contract Price Revision**

- a. If circumstances arise where the Contractor is able to demonstrate severe hardship due to totally unforeseen or dramatic increases in the costs of supplying the Services, NAFC may consider upon written request from the Contractor, but is not required to consider, variation of the Contract Price.
- b. The Contractor warrants that they have taken reasonable steps to ensure protection of the Contract Price from fluctuations in the exchange rate of the Australian dollar.
- c. Where “Consumer Price Index” is quoted in Schedule 3 as a determinant of variations to the Contract Price then that variation will be determined by the Consumer Price Index (All Groups – Weighted average of eight capital cities) (CPI), as published by the Australian Bureau of Statistics and will be based on the cumulative variation in the CPI for the four quarterly results immediately preceding the date of any proposed variation in the Contract Price.
- d. If the Contractor elects for the Contract Price, or a component of the Contract Price, to be varied by CPI in accordance with clause 2.1 of Schedule 3 then the

CPI variation will be calculated on 01 August each year, except for the first year. If a Service Period commences prior to 01 August, except in the first year, the CPI applied will be in accordance with clause 9.3(c) from the commencement of the Service Period.

- e. Where there is any variation of Contract Prices in accordance with this Contract, the Contractor is responsible for calculating the variation and providing in writing the revised Contract Prices to both NAFC and the Member before the commencement of the Service Period.

#### **9.4. Annual Contract Review**

- a. Upon conclusion of each Service Period, NAFC or the Member may, at their discretion, within 60 days conduct a review of contract arrangements. The objectives of this review will include but not be limited to:
  - i. determining whether contract arrangements best meet the needs of NAFC; and
  - ii. determining whether any amendments or variations should be made to this Contract to improve delivery of the Services stipulated by the Contract; and
  - iii. determining whether the Contract should continue to the next Service Period or be extended, in accordance with the provisions of clause 4.2.
- b. The Contractor will be available to participate in each such review and will make available such Information as may be required by NAFC, at no cost to NAFC.
- c. The Contractor may make such written submissions to NAFC as the Contractor considers relevant to each review.
- d. Findings of each review will be made available to the Contractor for comment within forty five (45) days of the conclusion of each review.
- e. The parties will cooperate to implement any amendments or variations to this Contract or contract arrangements that arise from the review and that NAFC may consider desirable.
- f. Nothing in this clause will prevent any other reviews of contract arrangements as NAFC may from time to time consider desirable.

### **10. GENERAL CONTRACT CONDITIONS**

#### **10.1. Contract Variation**

No agreement or understanding to vary this Contract will be legally binding upon either party unless it is in writing and signed by duly authorised representatives of both parties.

#### **10.2. Contract Prevails**

To the extent that there is any inconsistency between a Purchase Order and this Contract, the terms of this Contract will prevail.

### **10.3. Cooperation**

- a. The parties will promptly each do and perform such further acts and execute and deliver such further instruments as are required by law or reasonably requested by the other party to establish, maintain and protect the respective rights and remedies of the other party and to carry out and effect the intent and purpose of this Contract.
- b. The parties agree to act in good faith.
- c. Where this Contract contemplates that a party may agree or consent to something (however that action is described) that party may, unless this Contract expressly contemplates otherwise, agree or consent, or not agree or not consent or agree or consent subject to conditions, as it sees fit in its own commercial interest, but that party must act in good faith, meaning that it must not abuse a power under this Contract to obtain an improper collateral benefit or objective.

### **10.4. Termination of Contract with costs or Reduction of Services with costs**

- a. Without limitation to its other rights at law, NAFC in its absolute discretion may at any time and excluding any express or implied duty to act in good faith, terminate this Contract, or reduce the Services provided under the Contract by giving the Contractor 30 days written notice in circumstances that may include, but are not limited to:
  - i. where newer technology or equipment capable of performing the required tasks at lower net cost becomes available; or
  - ii. where NAFC, after a period of experience, considers that the Aircraft or contract arrangements are not suited to efficient or effective conduct of the Services required; or
  - iii. where NAFC determines that the Services or part thereof are no longer required; or
  - iv. funding from state or territory or federal funding bodies is reduced or terminated.

### **10.5. Reduction of Services with Costs**

- a. Upon receipt of a notice to reduce the Services or part thereof under clause 10.4, the Contractor will do everything possible to mitigate all losses, costs and expenses arising from the reduction of the Services.
- b. If the Services or part thereof provided under this Contract are reduced under clause 10.4 then the Contractor will be entitled to payment of:
  - i. the Standing Charge and if applicable the Operating Charge for those Services satisfactorily delivered prior to the reduction; and
  - ii. an amount in respect of costs, expenses and disbursements, that were reasonably incurred by the Contractor in relation the reduction.
- c. NAFC will not be liable to pay compensation for loss of prospective profits for the reduction of the Services, or loss of any benefits that could have been conferred upon the Contractor had the reduction of the Services not occurred.

## **10.6. Consequences of Reduction of Services**

If the Services or part thereof under this Contract are reduced in accordance with clause 10.4 then the Contractor must cease the performance of its obligations under this Contract in accordance with the notice and in relation to the reduced Services.

## **10.7. Termination for Default**

- a. If the Contractor, by action or omission:
- i. fails to fulfil, or is in breach of any of its obligations under this Contract, and does not rectify the omission or breach within 14 days of receiving a written notice from NAFC to do so; or
  - ii. commits any material breach or persistent breaches of any of the provisions of the Contract; or
  - iii. commits any grave misconduct or wilful neglect in the discharge of its obligations under this Contract; or
  - iv. fails to carry out the tasks or deliver the Services in accordance with this Contract, including a breach of warranty in clause 10.16; or
  - v. does not observe adequate safety precautions; or
  - vi. provides a false representation of any matter relating to the Services or their supply; or
  - vii. states or it can reasonably be inferred, that the Contractor is unable or unwilling to supply or perform some or all of the Services; or
  - viii. becomes subject to an Insolvency Event; or
  - ix. permits the Effective Control of the Contractor to change without the prior consent of NAFC or NAFC reasonably believes that the change in the Effective Control of the Contractor would negatively affect the Contractor's ability to comply with this Contract; or
  - x. ceases to carry on business;

then, in the case of any one or more of these events, and without limiting its other rights at law, NAFC may immediately terminate this Contract by giving written notice to the Contractor of the termination.

## **10.8. Consequences of Termination – with costs or for default**

- a. If this Contract is terminated for any reason:
- i. this Contract (other than those clauses which specifically survive termination) is at an end as to its future operation except for the enforcement of any right or claim that has arisen before termination; and
  - ii. each party must immediately return (or at the request of the other party destroy) any Confidential Information belonging to the other party; and
  - iii. the Contractor must immediately return any equipment belonging to NAFC or the Member; and

- iv. the Contractor must cease the performance of its obligations under this Contract in accordance with any notice; and
  - v. the Contractor must immediately do everything possible to mitigate all losses, costs and expenses arising from the termination contained in any notice.
- b. Except as set out in the remainder of this clause 10.8, termination of this Contract under clause 10.4 and clause 10.7 will not prejudice the exercise and enforcement by NAFC or the Contractor of rights and entitlements accruing prior to such termination.
- c. In the event of termination under clause 10.4 the Contractor will be entitled to payment of:
- i. the Standing Charge and if applicable the Operating Charge for those Services which have been supplied by the Contractor in accordance with this Contract prior to the termination; and
  - ii. an amount in respect of costs, expenses and disbursements, that were reasonably incurred by the Contractor in relation to the termination.
- d. In the event of termination under clause 10.7 the Contractor will be entitled to payment of the Standing Charge and if applicable the Operating Charge for those Services which have been supplied by the Contractor in accordance with this Contract prior to the termination.
- e. In respect of termination under clause 10.4 or clause 10.7 the Contractor acknowledges and agrees that, except as provided for at clauses 10.8(c) and (d):
- i. it will not be entitled to any payment in addition to that provided for (including but not limited to any amount for loss of profits); and
  - ii. NAFC will not be liable for any loss (including but not limited to loss of profits) or damages or expenses whether direct or indirect relating to or arising from termination of this Contract.

#### **10.9. Contractor to Assist**

- a. If this Contract is terminated or the Services or part thereof are reduced the Contractor must (at its own cost unless stated to the contrary):
- i. if requested by NAFC provide all reasonable assistance to NAFC in the orderly transfer of the Services, functions and operations provided pursuant to this Contract to another service provider or NAFC, at NAFC's election; and
  - ii. ensure that documentation which has been generated by the Contractor which is relevant to the ongoing provision of the terminated or reduced Services is accurate and up to date; and
  - iii. return to NAFC or (if requested by NAFC) destroy any data, documentation or materials containing any Confidential Information together with any reproduction of the data, document or materials and any medium containing or capable of reproducing the data, documents or materials; and

- iv. generate and supply a backup of all data required under this Contract in a form reasonably requested by NAFC; and
- v. deliver to NAFC, NAFC's equipment and any Contract Intellectual Property and, if requested by NAFC, any documentation which has been generated by the Contractor which is relevant to the ongoing provision of the terminated or reduced Services, together with all copies of the same. The parties agree that "documentation" in this clause includes, without limitation, any document supplied by NAFC or the Member to the Contractor.

#### **10.10. No Representation After Termination**

The Contractor must not at any time after the termination of this Contract represent itself as being in any way connected with or in NAFC's business or affairs as a result of this Contract.

#### **10.11. Disputes**

- a. This clause 10.11 does not apply or continue to apply in circumstances where NAFC is entitled or becomes entitled to terminate this Contract, except to resolve disputes regarding the consequences of termination.
- b. The parties agree to use all reasonable efforts to resolve by negotiation any problem that arises between them under this Contract.
- c. If a problem arises (including a breach or alleged breach of this Contract, except those events covered in clause 10.7) which cannot be resolved under clause 10.11(b) above, any party to this Contract may, no later than fourteen (14) days after the dispute has arisen, notify the other party in writing of the matters in issue.
- d. The parties will then appoint representatives who have the authority to negotiate a settlement on their behalf. These representatives will endeavour in good faith to resolve the dispute within fourteen (14) days of the written notice.
- e. If the 14 days elapse and the issues between the parties still cannot be resolved by the parties' representatives, then the parties must within seven (7) days proceed to mediation.
- f. Either party may give written notice to the other requesting mediation.
- g. A mediator will be appointed by agreement between the parties and where the parties cannot agree a mediator within five (5) days of the decision to mediate, the appointment will be made by the President of the Law Institute of Victoria or his/her nominee.
- h. The parties may proceed to litigation of the dispute if:
  - i. within 14 days from the date on which notice referred to in clause 10.11(f) is given, the party receiving such notice refuses mediation; or
  - ii. mediation fails to resolve the dispute.
- i. The parties must continue to perform their respective obligations under this Contract pending dispute resolution, unless the nature of the dispute precludes such continued performance.

- j. Nothing in this clause prevents a party from applying to a court for interim interlocutory relief pending dispute resolution.

#### **10.12. Entire Agreement**

- a. This Contract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Contract and has no further effect, save as provided in clause 10.12(b) below.
- b. For the avoidance of doubt the Contractor continues to be bound by the representations and warranties made by it in the following documents relating to the subject matter of this Contract:
  - i. the Contractor's tender in response to NAFC's Invitation to Tender; and
  - ii. all other documents provided by the Contractor to NAFC in relation to the subject matter of this Contract.

#### **10.13. Waiver**

Failure by a party to enforce a provision of the Contract is not construed as a waiver of the provision.

#### **10.14. Force Majeure**

- a. If a Force Majeure Event occurs and prevents a party (in this clause the **Affected Party**) from performing in full any of its obligations under this Contract, the Affected Party must notify the other party in writing as soon as practicable of the nature of the Force Majeure Event and likely duration and the extent to which its obligations are affected.
- b. Provided that the Affected Party notifies the other party in accordance with this clause as soon as practicable after it becomes aware of a Force Majeure Event, its obligations under this Contract are suspended to the extent that the Affected Party is directly prevented from performing them.
- c. The Affected Party must use its reasonable endeavours to overcome as soon as practicable the effect of a Force Majeure Event notified to the other party under clause 10.14(a).
- d. If a Force Majeure Event occurs which prevents the Contractor from performing all or any of the Services, NAFC may make alternative arrangements for the provision of the Services or any part of them until the Force Majeure Event is overcome.
- e. Payment of any Standing Charges as part of the Contract Price will not be made for any period or part thereof that the Services stipulated by this Contract are not provided by the Contractor in the terms of this Contract or the Services are Not Available as a result of a Force Majeure Event.

#### **10.15. Enforcement by NAFC for Members, and by Members for NAFC**

- a. The Contractor agrees that:
  - i. this Contract is entered into by NAFC on behalf of itself and on behalf of the Members; and

- ii. NAFC may enforce this Contract on behalf of itself or any or all of the Members; and
  - iii. NAFC may delegate any or all of its obligations under this Contract to a Member.
- b. For the purposes of this Contract, the Contractor agrees that all losses, liabilities, debts, costs or expenses of every kind incurred or sustained by the Member are deemed to be incurred or sustained by NAFC and any remedy available in respect of those matters may be claimed or exercised by NAFC.

#### **10.16. Warranties**

- a. The Contractor warrants that, for the Contract Period:
- i. the Services will be carried out with all due care and skill and in accordance with the highest applicable professional standards, principles and practices; and
  - ii. it and the Flight Crew and Crewpersons have the accreditation or membership of professional or other bodies required to provide the Services and that it will maintain such accreditation or membership; and
  - iii. it has established, and will comply with and maintain, the quality assurance measures set out in this Contract and the Schedules; and
  - iv. the representations which it has made in the Contractor's tender documents and in all other documents provided by the Contractor to NAFC in relation to the subject matter of this Contract as to the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Contractor and its employees, agents and subcontractors are correct.
- b. The operation of this clause 10.16 survives the termination of this Contract.

#### **10.17. Severance**

- a. If a provision in this Contract is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- b. If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

#### **10.18. Survivorship**

Any provision of this Contract which expressly or by implication from its nature is intended to survive the termination or expiration of this Contract and any rights arising on termination or expiration will survive, including but not limited to, Confidential Information, Intellectual Property, and any warranties, representations, indemnities or financial and performance securities given under this Contract.

#### **10.19. Applicable Law**

This Contract will be governed by the laws of the State of Victoria and the parties to this Contract will submit to the jurisdiction of its courts.



## 10.20. No Relationship

No party to this Contract has the power to obligate or bind any other party. Nothing in this Contract will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between NAFC and the Contractor. Nothing in this Contract will be deemed to authorise or empower the Contractor to act as agent for NAFC.

## 11. CORRESPONDENCE AND COMMUNICATION

### 11.1. Notices

- a. Except where the context otherwise requires, all notices, requests, approvals consents, demands and other communications to or by a party to this Contract:
- i. will be in writing addressed to the recipient specified in this clause 11 or to such other address as it may have been notified to the sender; and
  - ii. be deemed to be duly given or made in the case of delivery in person or by post or by facsimile or by email when delivered to the recipient at such address.
- b. The recipient and address of NAFC for the purposes of this clause is:

Company Secretary  
National Aerial Firefighting Centre  
Level 1, 340 Albert Street  
East Melbourne, Victoria 3002  
AUSTRALIA

or

Facsimile (03 9419 2389) (international +61 3 9419 2389), at the time which the facsimile to which the communication has been sent records that the communication has been transmitted satisfactorily (or if such time is outside business hours, at the time of resumption of business hours).

or

Email (admin@nafc.org.au) provided that any communication by email is confirmed by any means as received by the other party.

- c. The recipient and address of the Contractor for the purposes of this clause is:

**Contract Manager:** *(name)*

**Postal Address:** *(postal address)*

**Physical Address:** *(physical address)*

**Email:** *(email details)*

**Facsimile:** (fax number)

Facsimile or email provided that any communication by facsimile or email is confirmed by any means as received by the other party.

## **12. FURTHER ACTS**

The parties will promptly each do and perform such further acts and execute and deliver such further instruments as are required by law or reasonably requested by the other party to establish, maintain and protect the respective rights and remedies of the other party and to carry out and effect the intent and purpose of this Contract.

**EXECUTED by the Parties**

**EXECUTED** by **NATIONAL AERIAL FIREFIGHTING CENTRE ABN 96 105 736 392** by being signed by those persons who are authorised to sign for NAFC:

Chief Executive Officer .....

Full Name .....

Usual Address .....

.....

**EXECUTED** by *<name of Contractor>* *<Company ABN>* in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*:

Director .....

Full Name .....

Usual Address .....

.....

Director (or Company Secretary) .....

Full Name .....

Usual Address .....

.....

## SCHEDULE 1: SERVICE AND AIRCRAFT DETAILS

### 1. CONTRACTOR REQUIREMENTS

#### 1.1. Quality Management

- a. The Contractor must have implemented quality management to a standard acceptable to NAFC.
- b. *[Preferred]* The Contractor must maintain a quality management system to a standard acceptable to NAFC.
- c. *[Optional]* The Contractor must maintain a quality management system, to the appropriate Australian or International Standard.

*NOTE: Proposals must provide details of the quality management system in place. Where the system is not certified to an appropriate standard (such as the ISO9000 series) higher-ranked Tenderers may be asked to arrange for an independent evaluation of their quality management systems. Proposers would need to meet the costs of this evaluation.*

*NOTE: If necessary, this clause will include details of the specific quality management system proposed by the Contractor and accepted by NAFC.*

#### 1.2. Safety Management

- a. The Contractor must have implemented safety management for their aviation operations to a standard acceptable to NAFC.
- b. *[Preferred]* The Contractor must maintain a safety management system for their aviation operations to a standard acceptable to NAFC.

*NOTE: Proposers must provide details of the safety management including any safety management system in place. Higher-ranked organisations may be asked to arrange for an independent evaluation of their safety management system. Proposers would need to meet the costs of this evaluation.*

*NOTE: If necessary, this clause will include details of the specific safety management system proposed by the Contractor and accepted by NAFC.*

#### 1.3. Performance Bond and Insurance

- a. The Contractor must provide the following in accordance with clauses 5.21 and 5.22(a) of this Contract:

Contract Requirements	Amount
Performance Bond	\$
Public Liability Insurance	\$

*NOTE: Proposers please note that the total amount of public liability insurance required will be dependent on the roles to be performed and the configuration of the Aircraft providing the Services as per the table below. Contractors are responsible for structuring their insurance so that it meets all of the requirements of clause 5.22(a).*

<b>Aircraft Type</b>	<b>Insurance Amount Required</b>
Light fixed wing aircraft <ul style="list-style-type: none"> <li>• Single-engined</li> <li>• MTOW &lt;5700kg</li> <li>• PCN 5 or less used only for reconnaissance etc</li> </ul>	Not less than \$20,000,000
Other conventional fixed-wing aircraft <ul style="list-style-type: none"> <li>• Multi-engined</li> <li>• MTOW &gt;5700kg</li> <li>• PCN &gt; 5</li> </ul>	Not less than \$50,000,000
Type 4 fixed wing aircraft (SEAT)	Not less than \$50,000,000
Type 1 or 2 fixed wing aircraft <ul style="list-style-type: none"> <li>• MTOW &lt; 45,000 kg</li> </ul>	Not less than \$100,000,000
Type 1 or 2 fixed wing aircraft <ul style="list-style-type: none"> <li>• MTOW = &gt; 45,000 kg</li> </ul>	Not less than \$150,000,000
All rotary-wing aircraft	Not less than \$50,000,000

*In the table above:*

- a. *all figures are in Australian dollars; and*
- b. *all criteria listed for an “Aircraft Type” must be met, otherwise the next highest Type will apply.*

## 2. SERVICES TO BE PROVIDED

2.1. The Services to be supplied by the Contractor are as follows:

*[NOTE: The following table will be replicated and completed for each Service provided]*

Service	<Insert Service ID>
Type of Contract	<Primary or Secondary>
Availability requirement	<Absolute or Partial>
Schedules that apply to this Service	Schedules 1, 2, 3, 4 and 5 <Insert which of Schedules A, B, C, D, E and F apply>
Nominated Operational Base(s)	<Insert Nominated Operational Base(s)>
Aircraft Manufacturer	<Insert Aircraft Manufacturer>
Aircraft Make, Model and Series	<Insert Aircraft Make, Model and Series>
Aircraft Registration	<Insert Aircraft Registration>
Engine Make and Model	<Insert Engine Make and Model>
Aircraft Year of Manufacture	<Insert Year of Manufacture>
Aircraft Fuelling Requirement	Wet-B
Sensor equipment	<Insert details>
Image processing system(s)	<Insert details>
Data Communications	<Insert details>
(Other)	<Insert details>
Support Vehicle	<Insert Support Vehicle if applicable>

2.2. Aircraft supplied by the Contractor must have, as a minimum, the performance capabilities detailed in the Contractor's response to a NAFC procurement process.

2.3. NAFC reserves the right to require a different Nominated Operational Base for the Aircraft by written notice to the Contractor no less than 56 days prior to the commencement of any Service Period, or a lesser period of time as agreed between the Contractor and the NAFC.

## 3. ADDITIONAL REQUIREMENTS FOR THE SERVICES

3.1. The Contractor will provide the following additional requirements under this Contract during each Service Period:

a. <insert requirements here>

## SCHEDULE 2: SERVICE PERIODS, TRAINING PERIODS AND AVAILABILITY

### 1. COMMENCEMENT AND DURATION OF SERVICE PERIODS

- 1.1. During the Service Periods defined in this Schedule the Services are required to be Available, fully meeting the provisions, terms and conditions of this Contract.
- 1.2. In each year during the Contract Period, there will be a Service Period of a minimum continuous number of days as set out in the Table below.

*NOTE: This clause will be modified for Secondary Contract Services to reflect that a Service Period is not guaranteed and will only occur if activated by NAFC or a Member.*

- 1.3. Each Service Period will commence on a date notified in advance to the Contractor by NAFC or the Member no less than the number of days set out in the table below (**Notice Period**), unless otherwise agreed by both NAFC and the Contractor.

Service	Minimum Service Period Length	Notice Period	Notice Period Conditions
<Insert Service ID>	<Insert Number> Days	<Insert Number> Days	<Insert if applicable>
<Insert Service ID>	<Insert Number> Days	<Insert Number> Days	<Insert if applicable>

*NOTE: Proposers must specify in their proposal for each Service their proposed Notice Period. It is recommended that the shortest practical Notice Period be proposed. Shorter Notice Periods are preferred. Where it will assist Proposers in offering shorter Notice Periods, NAFC will consider including conditions around the Notice Period – e.g. Notice Period is 7 days, provided the starting date of the Service Period is in October or November each year, however it is preferred that there are no conditions. In any case, it is preferred that Notice Periods are not less than 7 days or greater than 56 days.*

- 1.4. Service Periods may be extended by periods of not less than one day, at the discretion of NAFC, by a written notice to the Contractor at least seven (7) days in advance of any scheduled Service Period completion date.

### 2. PARTIAL AVAILABILITY

- 2.1. For Partial Availability Services, on any day or part thereof when the Service is required to be Available or is otherwise tasked by an authorised officer of a Member to standby or conduct operations, the Service will be in a state of Commitment.
- 2.2. For Partial Availability Services, a Member issuing a Purchase Order requiring the supply of the Service will provide the Contractor with advance notification of a requirement for Commitment status in accordance with the table below; provided that where Commitment status is required before 10:00 hours (Local Mean Time) on any day, then notice will be given before 20:00 hours (Local Mean Time) on the preceding day, unless otherwise agreed by the Contractor.

- 2.3. For Partial Availability Services, a Member issuing a Purchase Order requiring the supply of the Service will ensure that the Service is required by the Member to be of Commitment status for a total number of days during the Service Period in accordance with the Table below, unless otherwise expressly agreed between the Contractor and the Member issuing the Purchase Order.

Service	Advance Notice Required for Commitment	Minimum Number of Days of Commitment per Service Period
<Insert Service ID>	<Insert Number> Days/Hours	<i>Example:</i> <Insert Number> Days per Service Period
<Insert Service ID>	<Insert Number> Days/Hours	<i>Example:</i> <Insert Number> Days per Service Period

- 2.4. For Partial Availability Services, the Standing Charges detailed at clause 1 of Schedule 3 will only apply in respect of the Service when the Member issuing the Purchase Order requires that Service to be in a state of Commitment.

*NOTE: For Partial Availability Services there is a range of possibilities for structuring prices and conditions. For example, Standing Charges may be a daily charge or may be defined in terms of a minimum amount of use over the Service Period, or as a minimum number of days of Commitment during the Service Period.. In other words, a Contractor may not necessarily require separate Standing Charges, but may instead require that a daily Commitment charge be paid for a minimum number of days during the Service Period. Alternatively a three-tier structure is possible, comprising a daily or weekly Standing Charge (normally relatively low or nil) plus a Commitment charge applicable only on days when the Aircraft is required to work or standby, plus an Operating Charge. For Partial Availability the table above will be structured according to the model offered and accepted.*

### 3. COMMENCEMENT AND DURATION OF TRAINING PERIODS

- 3.1. During a Training Period in any Contract year, the Service is required to be Available, fully meeting the provisions of this Contract as follows:

Service	Training Period in each Contract year
<Insert Service ID>	Not Applicable
<Insert Service ID>	Not Applicable



## SCHEDULE 3: CONTRACT PRICES AND INVOICING

### 1. CHARGES FOR SERVICES

#### 1.1. Standing and Operating Charges

a. Standing Charges and Operating Charges in \$AUD, excluding GST:

<b>&lt;Insert Service ID&gt;</b>					
	<b>2015-2016 Service Period</b>	<b>2016-2017 Service Period</b>	<b>2017-2018 Service Period</b>	<b>2018-2019 Service Period</b> (if Contract Period is extended)	<b>2020-2021 Service Period</b> (if Contract Period is extended)
	<i>NOTE: These columns will only be included if applicable. See 2.1 Annual Rise and Fall below.</i>				
<b>Standing Charge</b>  for the first <insert number> days of the Service Period	\$<Insert amount>  per day	\$<Insert amount>  per day	\$<Insert amount>  per day	\$<Insert amount>  per day	\$<Insert amount>  per day
<b>Standing Charge</b>  for any extension to the Service Period	\$<Insert amount>  per day	\$<Insert amount>  per day	\$<Insert amount>  per day	\$<Insert amount>  per day	\$<Insert amount>  per day
<b>Operating Charge</b>  during the first <insert number> days of the Service Period	\$<Insert amount>  per hour	\$<Insert amount>  per hour	\$<Insert amount>  per hour	\$<Insert amount>  per hour	\$<Insert amount>  per hour
<b>Operating Charge</b>  during any extension to the Service Period	\$<Insert amount>  per hour	\$<Insert amount>  per hour	\$<Insert amount>  per hour	\$<Insert amount>  per hour	\$<Insert amount>  per hour
<b>Operating Hours</b>  included per Service Period (in addition to the 5 hours specified at Clause 9.2.f.viii of the Contract)	<Insert any operating time that is included in the Standing Charges, as tendered and accepted>	<Insert any operating time that is included in the Standing Charges, as tendered and accepted>	<Insert any operating time that is included in the Standing Charges, as tendered and accepted>	<Insert any operating time that is included in the Standing Charges, as tendered and accepted>	<Insert any operating time that is included in the Standing Charges, as tendered and accepted>

*NOTE: The Contract Prices of successful Proposers will be inserted into the above table, for each contracted Service. This table will be replicated if necessary for multiple Services).*

*For Partial Availability Services the Standing and Operating Charges table will be modified as required, according to the pricing model tendered and accepted.*

1.2. Charges for engagement during the Training Period

RESERVED – this clause is not applicable.

1.3. Charges for engagement outside the Service Period

*NOTE: This clause will detail the charges for engagement of the Services outside of the Service Period, e.g. for routine pre-season or other training exercises, and ad hoc engagements, if applicable and if different from the Charges applicable during the Service Period.*

1.4. Mobilisation and demobilisation charges

RESERVED – this clause is not applicable.

1.5. Refueller

RESERVED – this clause is not applicable...

1.6. Ferry charges

*NOTE: This clause will detail any reduced “ferry” charges that a Proposer may put forward in their proposal for “ferry” flights for any Service to or from a NOB or a TOB either within or outside the Member’s jurisdiction. A “ferry” flight is a flight with the sole purpose of relocating an aircraft from one operating base to another.*

1.7. Other charges

*NOTE: This clause will detail any other charges, if applicable such as those for optional additional capabilities.*

1.8. Discounts

*NOTE: This clause will detail any discounts offered by the Proposer, and accepted.*

*Proposers may offer settlement discounts if desired. Proposers should expect accounts to be settled within normal trading terms of the relevant Member – generally by EFT within 30 days of receiving a valid tax invoice. Where settlement discounts are offered the applicable terms should be specified by the Proposer but should not involve settlement in less than 7 days from issuing a tax invoice.*

**2. VARIATIONS TO CONTRACT PRICE**

2.1. Annual Rise and Fall

During the Contract Period, except for the first year, Contract Prices will be varied as set out below:

*NOTE: This clause will only be included if the Proposer elects to exercise annual rise and fall provisions. It is preferred that the Contract Prices in each year are the same as the prices applicable in the first year.*

*If the Proposer chooses to exercise annual rise and fall provisions, Proposer may choose from the following options only:*

- a. *[Preferred, if rise and fall provisions are to be exercised] The Contract Price, or a component of the Price, is subject to CPI variation, or partial CPI variation, each year using CPI as defined in the Contract at clause 9.3.; or*
- b. *Actual prices are specified for each year of the Contract; or*
- c. *Prices are subject to a fixed percentage increase or decrease for each year of the Contract.*

*For all options, prices may still be subject to fuel price or exchange rate variations if the Contractor has so elected.*

## 2.2. Exchange Rate Variation

*NOTE: This clause will only be included if the Proposer elects in their proposal to exercise the standard exchange rate variation model. It is preferred that the Exchange Rate Variation is not exercised for Airborne Strategic Intelligence and Reconnaissance (ASIR) Contracts.*

- a. The Contract Price will only be varied in accordance with fluctuations in the currency exchange rate between the Australian dollar (**AUD**) and the United States dollar (**USD**) according to the clauses set out below.
- b. Contract Prices for any Service Period during the first year of the Contract Period are fixed (except as provided in clause 2.3 below if applicable) and will not be varied in accordance with this clause.
- c. The Benchmark Exchange Rate (**BER**) is AUD1.00 = USD *<value will be inserted here>*.

*NOTE: The Benchmark Exchange Rate will be agreed between NAFC and the Contractor at the time of executing the Contract, based on information provided in the Tender.*

- d. The source of the Reference Exchange Rate (**RER**) will be the Reserve Bank's WM/Reuters Australian Dollar Fix (or its successor) at 16:00 hours (Sydney time) on the day immediately preceding the day on which the Contract Price is varied.

*NOTE: For information, at the time of contract preparation, the RER was available at: [http://www.rba.gov.au/statistics/tables/index.html#exchange\\_rates](http://www.rba.gov.au/statistics/tables/index.html#exchange_rates).*

- e. The Price Variation Percentage (**PVP**) is *<value will be inserted here>* %

*NOTE: The Price Variation Percentage (PVP) will be agreed between NAFC and the Contractor at the time of executing the Contract, based on information provided in the Tender and specifies the proportion of the Contract Price subject to variation. The PVP is specified separately for Standing Charges, Operating Charges and mobilisation/demobilisation charges, if applicable.*

- f. On 01 August each year during the Contract Period, except in the first year, if the Reference Exchange Rate varies from the Benchmark Exchange Rate by more than 5% of the Benchmark Exchange Rate, the Contract Price applicable to any Service Period commencing on or after 01 August will be adjusted in accordance with the whole of this clause, including the formula set out in clause 2.2(h) below.

- g. Where the commencement of a Service Period, except in the first year of the Contract Period, falls before 01 August, if the Reference Exchange Rate varies from the Benchmark Exchange Rate by more than 5% of the Benchmark Exchange Rate on the day 30 days before the commencement of the Service Period, the Contract Price applicable to that Service Period will be adjusted accordance with clause 2.2(h) below.
- h. Where the Reference Exchange Rate rises above the Benchmark Exchange Rate then:

$$RCP = CP - (((RER - BER) - (0.05 \times BER)) \times PVP / 100 \times CP)$$

or where the Reference Exchange Rate falls below the Benchmark Exchange Rate, then:

$$RCP = CP + (((BER - RER) - (0.05 \times BER)) \times PVP / 100 * CP)$$

Where:

RCP = Revised Contract Price

CP = the relevant component of the Contract Price defined in this Schedule

BER = Benchmark Exchange Rate, refer to clause 2.2(c) of this Schedule

RER = Reference Exchange Rate, refer to clause 2.2(d) of this Schedule

PVP = Price Variation Percentage, refer to clause 2.2(e) of this Schedule

*EXAMPLE: The Benchmark Exchange Rate is 1.01 (AUD1.00 = USD 1.01) and the Reference Exchange Rate on 01 August is 0.93 (AUD 1.00 = USD 0.93). The tendered Standing Charge for that year is \$2,000.00 per day and the Price Variation Percentage is 75 i.e. it was agreed that 75% of the Standing Charge depends on the value of the AUD with respect to the USD.*

*The Standing Charge applicable for any Service Period in the subsequent 12 months will now be \$2,044.00 per day. The same formula would be applied to Operating Charges and mobilisation/demobilisation charges if applicable.*

*Note that this model has been varied slightly from that applied in previous years. Previously the trigger for variation was a change in the exchange rate of 5 cents, now it is 5%.*

*In Summary – the exchange rate variation model allows for the value of AUD against the USD to vary by 5% without affecting the prices. The prices are revised once per year according to any change in the value of the AUD against the USD that is in excess of 5%.*

### 2.3. Fuel Price Variation

*This clause will only be included if the Proposer elects in their proposal to exercise the standard fuel price variation model.*

During the Contract Period the Operating Charge will be varied, when applicable, relative to the aviation fuel price as set out below:

- a. The Benchmark Fuel Price (**BF**) in \$AUD, including GST, is \$<value will be inserted here> / litre.

*NOTE: Benchmark Fuel Price will be specified here. The Benchmark Fuel Price will be agreed between NAFC and the Contractor at the time of executing the Contract based on fuel price information provided in the proposal.*

*Ideally, in order to allow NAFC to standardise the Benchmark Fuel Price, unless otherwise agreed between NAFC and the tenderer, the Benchmark Fuel Price will be the price according to the Caltex Reference Price Advice at the time NAFC seeks pricing information at Stage 2 (NAFC will provide this information to those proposers who are invited to submit prices at Stage 2).*

- b. The source of the Reference Fuel Price (**RF**) will be <Source of Reference Fuel Price will be specified here>.

*NOTE: The Reference Fuel Price will normally be a published aviation fuel price, equivalent to a terminal gate price applicable in the State where the NOB is located.*

*Ideally, in order to allow NAFC to standardise the Reference Fuel Price, if tenderers elect to apply the Fuel Price Variation model the source of the Reference Fuel Price should be the Caltex Reference Price Advice (this Advice can be made available as an email subscription service from Caltex Australia Petroleum Pty Ltd).*

- c. Benchmark Fuel Prices and Reference Fuel Prices include GST and other applicable taxes.

- d. The Benchmark Fuel Consumption (**FC**) is <value will be inserted here> litres per hour.

*NOTE: Benchmark Fuel Consumption is the average rate of fuel consumption in cruise flight as tendered.*

- e. On the first day of, or at the first practical opportunity in, each calendar month, during each Service Period, if the Reference Fuel Price varies from the Benchmark Fuel Price by more than 5% of the Benchmark Fuel Price, the Operating Charge applicable for that calendar month will be adjusted as follows:

If the Reference Fuel Price rises above the Benchmark Fuel Price, then:

$$\text{ROC} = \text{OC} + (((\text{RF} - \text{BF}) - (0.05 * \text{BF})) \times \text{FC})$$

or, if the Reference Fuel Price falls below the Benchmark Fuel Price, then:

$$\text{ROC} = \text{OC} - (((\text{BF} - \text{RF}) - (0.05 * \text{BF})) \times \text{FC})$$

Where:

ROC = the Revised Operating Charge, applicable for that Calendar Month

OC = the Operating Charge specified at clause 1 of this Schedule

BF = Benchmark Fuel Price, refer to clause 2.3(a) of this Schedule

RF = Reference Fuel Price, refer to clause 2.3(b) of this Schedule

FC = Benchmark Fuel Consumption, refer to clause 2.3(d) of this Schedule

- f. Fuel price variations if exercised apply in addition to other variations, however, if a Contractor varies the Operating Charges by the annual rise and fall provision then the Benchmark Fuel Price will also be varied by the same rise and fall as the Operating Charge in the minimum Service Period as described in clause 2.1.

*EXAMPLE: The Benchmark Fuel Price is \$1.60 per litre and the Reference Fuel Price on 01 February is \$1.80 per litre. The specified Operating Charge is \$2,000.00 per hour and the Benchmark Fuel Consumption is 400 litres per hour. The Operating Charge applicable for the month of February will now be \$2,048.00 per hour.*

*In summary – the Fuel Price Variation Model allows for the fuel price, including GST and applicable taxes, to vary by plus or minus 5%, without affecting the Operating Charge. The Operating Charge is revised once per month according to any rise or fall in the fuel price that is in excess of 5%.*

*Note that this model has been varied slightly from that applied in previous years. Previously the trigger for variation was a change in fuel price of 5 cents, now it is 5%.*

*Fuel price variations if exercised apply in addition to other variations, however, if a Contractor varies the Operating Charges by the annual rise and fall provision then the Benchmark Fuel Price will also be varied by the same rise and fall.*

- g. Exchange rate variations are not applicable to the Benchmark Fuel Price variations.

### **3. SUBSTITUTE AIRCRAFT OR ADDITIONAL SERVICES**

- a. Where the Contractor substitutes any component of the Service, such as the Aircraft; if the substitute component has a capacity or performance that exceeds that of the replaced component, the Contract Price payable in relation to the Service must not increase.
- b. Where the Contractor substitutes any component of the Service, such as the Aircraft; if the substitute component has a capacity or performance that is less than that of the replaced component, the Contract Price payable in relation to the Service must be negotiated with NAFC and must reflect the reduced capacity or performance of the component.
- c. If required, and subject to availability, Additional Services (of a similar capability to the originally contracted Services) will be provided by the Contractor to NAFC at the rates detailed in this Schedule.
- d. Where the Contractor provides Additional Services that have a capacity or performance that exceeds the originally contracted Service, the Contract Price payable in relation to the Additional Services must not increase.
- e. Where the Contractor provides Additional Services that have a capacity or performance that is less than the originally contracted Service, the Contract Price payable in relation to the Additional Services must be negotiated with NAFC to reflect the reduced capacity or performance of the Service.

- f. Excess mobilisation/demobilisation costs for Additional Services, if applicable, may be reimbursed to the Contractor at cost, provided that NAFC has agreed to the quantum of those costs prior to the engagement of the Additional Services.

#### **4. FUEL PURCHASED FROM NAFC**

*NOTE: Not applicable to any "Dry Hire" Contracts*

- a. For Wet-A Hire or Wet-B Hire Services, if NAFC or a Member purchases fuel which is used by the Contractor, the Contractor will be separately billed and is liable for the cost of that fuel. Unless otherwise agreed, the price of the fuel will be as follows:
  - i. in relation to fuel supplied at a commercial airport and paid for by NAFC or the Member the price will be based on the posted airport price at the time the fuel was provided; and
  - ii. in all other situations, the price will be based on the posted price at the closest commercial airport plus a margin of 20% to cover handling and administrative expenses. The 20% margin does not apply where the Member has explicitly required the Contractor to use the fuel provided by the Member.

#### **5. FORM OF INVOICING**

- 5.1. Individual tax invoices will be produced for each Service supplied.
- 5.2. Tax invoices will comply with the requirements of the GST legislation and regulations (as a Tax Invoice) and will specify:
  - a. the Contractor's Australian Business Number; and
  - b. the amount of any GST paid or payable to the Contractor; and
  - c. the dates of delivery of the Services to which the invoice relates; and
  - d. the Contractor's address for payment; and
  - e. the reference number of this Contract and the relevant purchase.
- 5.3. Tax invoices will specify a full description of the Services delivered including:
  - a. NAFC Service identification; and
  - b. Aircraft Registration and Nominated Operational Base (NOB); and
  - c. Number of activations for the invoice period; and
  - d. Date of activations; and
  - e. Description of the work undertaken on any activation; and
  - f. RESERVED - this clause is not applicable; and
  - g. RESERVED - this clause is not applicable; and
  - h. RESERVED - this clause is not applicable; and

- i. RESERVED - this clause is not applicable; and
- j. Days at NOB; and
- k. Days and part days of Available status; and
- l. Days and part days of Available (Limited) status; and
- m. Days and part days of Not Available status; and
- n. Operating hours and part operating hours.

5.4. Tax invoices will completely describe the charges, including:

- a. Total Standing Charges for the period; and
- b. Total Operating Charges for the period; and
- c. Any additional costs charged (eg relating to time away from NOB); and
- d. If a discount is applicable, the discounted price.

5.5. Tax invoices must be accompanied by:

- a. A copy of the Service Status Register appropriate to the period; and
- b. Flight Operations Returns appropriate to the period; and
- c. Where appropriate, copies of tax invoices or release notes for fuel; and
- d. Where appropriate, copies of tax invoices for other expenses being on-charged (accommodation, landing charges etc).



## SCHEDULE 4: PERSONNEL

### 1. PERSONNEL REQUIREMENTS

- 1.1. The Contractor will ensure that any Flight Crew and Crewperson provided to pilot, operate or crew the Aircraft under this Contract is appropriately qualified, licensed, rated, endorsed, skilled, experienced, competent and current to carry out the Services required.

*NOTE: Tenderers are advised that approvals required for pilots may include, but are not limited to, those required for low flying and for flight within 300m of structures.*

- 1.2. The Contractor will ensure that any Flight Crew and Crewperson provided are able to communicate in English such that they can clearly understand and be clearly understood in typical fire and emergency management situations over various radio and telephone systems.
- 1.3. The Contractor will ensure that Flight Crew, Crewpersons and other key Personnel involved with the delivery of the Services have undergone training in Team Resource Management and human factors with a provider and to a syllabus acceptable to NAFC. Initial training or refresher training must be completed within the three years prior to that person delivering any Services at any point in time.
- 1.4. The Contractor will ensure that Flight Crew and Crewpersons have undergone human factors training in the recognition and avoidance of flight obstacles at low level, with a provider and to a syllabus acceptable to NAFC. Initial training or refresher training must be completed within the three years prior to that person delivering any Services at any point in time.
- 1.5. The Contractor will ensure that the Flight Crew and Crewpersons who are working in a multi-crew environment in the delivery of the Services have undergone training in Crew Resource Management specific to multi-crew operations with a provider and to a syllabus acceptable to NAFC.
- 1.6. RESERVED - this clause is not applicable.
- 1.7. The Contractor will ensure that Flight Crew, Crewpersons, and any other Personnel that may assist with providing or maintaining the Services at a location where there is a risk of bushfire occurring have completed the Course in Basic Wildfire Awareness (Code 22023 VIC) as administered or licensed by the Australasian Fire and Emergency Service Authorities Council Limited.
- 1.8. The Contractor will ensure that, unless specially exempted by NAFC, all relevant Personnel hold a current Aviation Security Identification Card (**ASIC**) as defined in the *Aviation Transport Security Regulations (Cth) 2005* or their successor.
- 1.9. The Contractor will ensure that pilots maintain clear, legible and accurate detailed records of flights and Aircraft on Flight Operations Returns to a standard acceptable to NAFC. The Contractor must make the Flight Operations Returns available for inspection by an officer authorised by NAFC at any time.
- 1.10. The Contractor will ensure that the Chief Pilot and Flight Crew attend, at mutually agreed times and locations, general briefings and training sessions as requested by NAFC or the Member, at no cost to NAFC.
- 1.11. The Contractor will ensure that any manuals, handbooks, briefings, or other documents supplied by either a Member or NAFC are made available to the Chief Pilot and Flight

Crew, Crewpersons and other key Personnel prior to the commencement of any Service Period.

- 1.12. All members of the Flight Crew must carry a mobile telephone active on a network approved by NAFC. The telephone must be carried at all times during any Service Period and switched on when coverage is available and operation is not otherwise precluded for safety or legal reasons. The contact details for the mobile telephones must be provided to NAFC prior to any Service Period.

## 2. CREWPERSON REQUIREMENTS

- 2.1. The Contractor will ensure that all Crewpersons meet the approval and licensing requirements of CASA and are fully certified and possess all relevant competency requirements of the Member and for the duties they are required to perform.

## 3. PILOT AND CO-PILOT REQUIREMENTS

*NOTE: Tenderers are advised that Australian fire and land management agencies are continuing to work towards a competency-based certification system for pilots engaged in firefighting operations, concentrating initially on pilots involved in firebombing. Certification of pilots may require ground and air training in various aspects of aerial firefighting. Should such a system be introduced during the period of this Contract NAFC will require that pilots meet the required standards at no additional cost to NAFC or Members.*

- 3.1. Except where specifically exempted in writing by NAFC the Contractor will ensure that pilots and co-pilots will meet all of the requirements of this clause
- 3.2. If, during the Contract Period, the Member requires all pilots and co-pilots undertaking firefighting operations to complete a competency-based certification system, including ground and air training in various aspects of aerial firefighting; then the Contractor at its own expense will ensure that all pilots and co-pilots complete the training.
- 3.3. The Contractor will ensure that the pilot in the command of the Aircraft has flown a minimum of **1500 hours as pilot in command**.
- 3.4. RESERVED - this clause is not applicable.
- 3.5. The Contractor will ensure that the pilot in command of the Aircraft has flown a minimum of **50 hours total time** in survey operations or in similar operations as certified by the Chief Pilot of the Contractor as providing equivalent experience to survey operations...
- 3.6. RESERVED - this clause is not applicable.
- 3.7. The Contractor will ensure that the pilot in command of the Aircraft has a minimum of **50 hours total time of Aerial Firefighting** experience or in similar operations as certified by the Chief Pilot of the Contractor as providing equivalent experience.
- 3.8. The Contractor will ensure that the pilot in command of the Aircraft has flown a minimum of **100 hours as pilot in command on type** or on a similar type as acceptable to NAFC.

- 3.9. The Contractor will ensure that the pilot in command of the Aircraft has flown a minimum of **5 hours** as pilot in command **on type** or on a similar type as acceptable to NAFC in the six month period immediately preceding the commencement of any Service Period.
- 3.10. RESERVED - this clause is not applicable
- 3.11. The Contractor will ensure that the co-pilot of the Aircraft has flown a minimum of **500 hours total time** and has a minimum of **10 hours** flying time in Aerial Firefighting operations, unless otherwise specifically approved by NAFC.
- 3.12. The Contractor will ensure that the co-pilot of the Aircraft has flown a minimum of **5 hours on type** or on a similar type as acceptable to NAFC in the six month period immediately preceding the commencement of any Service Period.
- 3.13. The Contractor will ensure that Flight Crew are adequately trained to recognise, avoid and safely recover from unexpected or inadvertent entry of the Aircraft into situations of low visibility.
- 3.14. RESERVED - this clause is not applicable.
- 3.15. The Contractor will ensure that the Flight Crew of the Aircraft will be able to work as part of a team with the Member's Personnel.

#### **4. PERSONAL EQUIPMENT REQUIREMENTS**

- 4.1. The Contractor will require the Flight Crew and Crewpersons to have available, at all times during any Service Period, personal effects and requirements sufficient to allow for operations away from the NOB for periods of up to six consecutive days.
- 4.2. The Contractor will ensure all Flight Crew and Crewpersons provided must at all times when the Aircraft is operating:
- a. wear fire retardant or fire resistant protective clothing extending to footwear and wrists; and
  - b. wear leather or fire retardant footwear which provides ankle protection and ankle support; and
  - c. do not wear any garments made from synthetic or other material with low temperature melting point characteristics, low flashpoint or high flammability.
- 4.3. The Contractor will ensure that all Flight Crew and Crewpersons operating the Aircraft in operations involving sustained flight below 1,000 feet AGL, wear fire retardant gloves.
- 4.4. RESERVED - this clause is not applicable.
- 4.5. The Contractor will ensure that all Personnel provided will be supplied with personal protective clothing and equipment suitable for the role they are performing, and that personnel will wear the personal protective clothing and equipment when performing their role.

*NOTE: Contractors are advised to undertake their own research into the most appropriate design of personal protective clothing for the particular Aircraft or role. Clothing should be designed to provide relief of metabolic heat load whilst providing optimum protection in the event of an aircraft crash involving a fire. If a Contractor determines that treated cotton firefighter personal protective clothing provides the best solution, Member agencies will make this available to Contractors "at cost" for the Contractor's Personnel.*

## **SCHEDULE 5: AIRCRAFT**

### **1. GENERAL AIRCRAFT SPECIFICATIONS**

- 1.1. Aircraft must be in good condition.
- 1.2. [*Preferred*] Airframes of the Aircraft will be less than fifteen years old, from their date of manufacture.

*NOTE: This clause indicates a general preference for “younger” airframes. The age of the airframes proposed will be considered in the evaluation of proposals. Re-manufactured airframes will be considered as equivalent to new airframes only if they have been “zero-timed”.*

- 1.3. RESERVED - this clause is not applicable
- 1.4. Fixed Wing Aircraft must be either multi-engined or, if single-engined, must be powered by a gas turbine engine.
- 1.5. Aircraft required to carry passengers must have a Standard Certificate of Airworthiness, or equivalent in the country of registration, for the aircraft configuration used to supply the Services.
- 1.6. Unless specifically exempted by NAFC, the Aircraft must use only aviation grade fuel that has been approved by the engine manufacturer and by CASA for use in the Aircraft.
- 1.7. The Contractor will be responsible for equipping the Aircraft to meet the requirements of this Contract and to carry out the Services required, and will also be responsible for arranging all appropriate and necessary approvals, authorisations and documentation.
- 1.8. The Contractor will ensure that during any Service Period the Aircraft is, as far as practicable, configured to optimally provide the Services required under this Contract, and that the payload and range are optimised. For example, this includes, but is not limited to:
  - a. removing equipment not required for the delivery of the Services; and
  - b. equipping the Aircraft with appropriate performance enhancing devices.
- 1.9. The Contractor will ensure that the Aircraft can be securely locked, and when appropriate is actually locked, as a precaution against unauthorised entry into the Aircraft.
- 1.10. The Contractor will provide NAFC with the empty weight details of the Aircraft prior to the commencement of the first Service Period or if the empty weight details change during the Contract Period.
- 1.11. Where the Aircraft may purge a quantity of fuel to the ground on engine shutdown, startup or during maintenance, the Aircraft must be equipped with a suitable fuel collection or purging prevention device; or the Contractor must demonstrate to the satisfaction of NAFC that fuel purging does not otherwise pose a fire or environmental risk.
- 1.12. [*Preferred*] The Aircraft will have an on-board system for continuously monitoring and recording a range of flight, aircraft and engine parameters. The system will store the records for downloading and will maintain the records for at least 30 days. The Contractor will make the records available to NAFC upon request.

*NOTE: This clause indicates a preference for Aircraft to be equipped with electronic trend monitoring and recording systems or “HUMS” type systems – as distinct from the AFAMS*

*tracking systems outlined at Clause 5 (below) of this Schedule and event logging systems outlined in Schedule A.*

- 1.13. Unless specifically exempted by NAFC, any substitute Aircraft must have the performance, range, endurance, load and load capacity at least equivalent to the Aircraft, and will have airworthiness certification equivalent to the Aircraft.

## **2. AIRCRAFT MAINTENANCE**

- 2.1. The Aircraft must be airworthy and maintained in accordance with requirements of CASA and the legislative requirements of the country of registration.
- 2.2. The Contractor acknowledges and accepts that the timely provision of high quality and reliable maintenance to the Aircraft is the responsibility of the Contractor.
- 2.3. The Contractor will have in place suitable arrangements to ensure timely access to maintenance Personnel and facilities and will have in place suitable arrangements for the provision of Aircraft maintenance at the NOB or any TOB.
- 2.4. Prior to the commencement of any Service Period the Contractor must demonstrate to the satisfaction of NAFC the following with regard to the Aircraft:
  - a. at least 200 hours of operation remain before a required engine and/or gearbox overhaul, or at least 50 hours remain and a suitable replacement engine and/or gearbox are readily available; and
  - b. a major inspection, if required under the maintenance system employed, must not fall due during any Service Period; and
  - c. at least 95 hours of operation (less any operating time required to position the Aircraft at the NOB) remain before the next scheduled 100 hourly service, or equivalent; or demonstrate to the satisfaction of NAFC that the next 100 hourly service will not compromise in any way the ability of the Aircraft to meet the availability provisions of this Contract; and
  - d. any planned requirement for maintenance which may otherwise result in the Aircraft being Not Available for a period exceeding two (2) days (including mandatory inspections, airworthiness, directive compliance, etc) during any Service Period has been carried out or exempted.

## **3. AVIONICS AND COMMUNICATIONS**

- 3.1. The Contractor acknowledges and agrees that the provision of high quality and reliable communication systems in the Aircraft is the responsibility of the Contractor, and that Aircraft not meeting required standards at any time immediately prior to or during any Service Period will be considered Not Available.
- 3.2. The installation and maintenance of all radios, avionics, telephones, public address and siren systems, tracking systems and associated equipment and systems is the responsibility of the Contractor.

- 3.3. The Contractor will ensure all necessary approvals and authorisations are obtained for the installation and operation of all radios, avionics, telephones, public address and siren systems, tracking systems, and associated equipment and systems.
- 3.4. The Aircraft must be equipped with at least one fully installed, impact-activated Emergency Locator Transmitter (**ELT**):
- a. capable of transmission on 406 Mhz with embedded GPS position; and
  - b. located in an accessible position within the Aircraft, clearly indicated by prominent signs on both the inside and outside of the Aircraft; and
- 3.5. If the Aircraft ELT is not capable of being removed and operated independently from the Aircraft then the pilot must carry on their person a Personal Locator Beacon (**PLB**), with embedded GPS position, in addition to the other ELT and PLB requirements of the clauses under this subheading.
- 3.6. Aircraft must carry at least one PLB capable of transmission on 406 Mhz in addition to the other ELT and PLB requirements of the clauses under this subheading.
- 3.7. Aircraft must be equipped with at least one Secondary Surveillance Radar (**SSR**) transponder with Mode C operation with the installation approved by CASA. The transponder must be operated in Mode C at all times when the Aircraft is flying.
- 3.8. Aircraft must be equipped with Automatic Dependent Surveillance-Broadcast (**ADS-B**)
- 3.9. Aircraft must be equipped with at least two fully installed independent 720 channel, 118 Mhz to 136.5 Mhz VHF-AM "COMM" transceivers (handheld transceivers are not acceptable).
- 3.10. Aircraft must be equipped at the Contractors expense with two radio transceivers (**auxiliary radios**) specified by the Member purchasing the Services (handheld transceivers are not acceptable).
- NOTE: Normally the auxiliary radios will be VHF-FM or UHF-FM and will be provided on a loan basis by the relevant Member. Aircraft initially based in NSW will be required to supply one auxiliary transceiver operating on that states' Government Radio Network, at the Contractor's expense.*
- 3.11. [*Preferred*] As far as practicable, auxiliary radios must be installed to provide for rapid, straightforward swapping of auxiliary radios for alternative auxiliary radios (for example when the Aircraft is required to operate in another state or territory).
- 3.12. Aircraft must be equipped at the Contractor's expense with at least one satellite mobile telephone service active on a telephone network acceptable to NAFC and fully integrated into the Aircraft audio system.
- 3.13. The Contractor is responsible for the fitting and installation of any auxiliary radios and aerials supplied by a Member including:
- a. obtaining approvals required by Australian civil aviation legislation and regulations; and
  - b. supplying suitable power (regulated, protected 13.8 Volts of at least 8 Amps to each transceiver, via a MS 3102 16 S 4 S socket); and

- c. supplying any additional wiring, plugs, cabling etc. that may be necessary for any particular installation; and
  - d. provision of aerial wiring and bases (5/16", 26tpi); and
  - e. integration into the Aircraft electrical and audio systems, including the provision of sidetone; and
  - f. ongoing maintenance of the installation.
- 3.14. The Contractor must ensure that the installation of auxiliary radios conforms to CASA and Member standards. Particular attention is paid to:
- a. siting and mounting of control heads to provide optimum visibility, easy accessibility and optimum ergonomics for users; and
  - b. siting of radios and wiring to protect against knocks, abrasion, temperature extremes and weather; and
  - c. mounting of radio hardware to provide protection against vibration; and
  - d. siting of aerials to assure high quality, reliable communications; and
  - e. quality of power supply hardware and quality of power supplied; and
  - f. quality of wiring and connectors; and
  - g. quality of interfacing to audio systems, in particular the use of interfacing that automatically compensates for different microphone and headset characteristics and that reduces acoustic and electrical noise.
- 3.15. Aircraft must be equipped with commercially designed and manufactured audio switching facilities which enable the pilot and co-pilot (if applicable) positions to either selectively or simultaneously monitor received audio and to independently selectively transmit on the following transceivers, without removing or changing helmets or audio plugs:
- a. all aeronautical VHF-AM "COMM" transceivers; and
  - b. auxiliary radios; and
  - c. any mobile/satellite telephones required;
- and provides received audio to the pilot for any other navigational equipment requiring radio reception.
- 3.16. Aircraft must be equipped with an intercom system that provides communication between the pilot and co-pilot positions.
- 3.17. Aircraft required to carry passengers must be equipped with an intercom system that provides communication between the pilot and co-pilot positions and at least two other seating positions in the Aircraft.
- 3.18. Unless otherwise specifically required by the Member, Aircraft audio systems should be configured to use headphones and microphones normally used in civilian operations.
- 3.19. Except in the case of Aircraft that are normally flown by two pilots, any push-to-transmit or push-to-talk switch for the co-pilot position must be positioned to be ergonomically

accessible to a passenger occupying the co-pilot seat, and must not be positioned on any flight control.

#### **4. GLOBAL POSITIONING SYSTEMS**

- 4.1. Aircraft must be equipped with at least two high quality GPS receivers of a type acceptable to NAFC.
- 4.2. Of the two GPS receivers required under this subheading, one must be fully installed in the Aircraft, with an external aerial suitably positioned to avoid airframe obstructions.
- 4.3. Both GPS receivers required under this subheading must be able to be operated by Aircraft electrical power.
- 4.4. Of the two GPS receivers required under this subheading, at least one must be capable of operating independently of Aircraft electrical power for at least eight hours. The Contractor must ensure that at all times fresh or fully charged batteries are available.
- 4.5. Both GPS receivers required under this subheading must be:
  - a. capable of fixing the Aircraft position relative to the ground within plus or minus 0.1 Nautical Mile, in three dimensions; and
  - b. capable of providing continuous real time readout in Latitude and Longitude on a visual display; and
  - c. capable of storing at least one hundred user defined waypoints.
- 4.6. Of the two GPS receivers required under this subheading, at least one must be:
  - a. capable of providing continuous real time readout in Universal Transverse Mercator (**UTM**) format using GDA94 datum; and
  - b. equipped with a large visual display, readable from the co-pilot position (if applicable) in ambient bright sunlight; and
  - c. capable of providing survey style flight pattern guidance.

#### **5. TRACKING SYSTEMS**

- 5.1. The Aircraft must be equipped with a tracking device that, at all times when the Aircraft electrical busses are powered, records the time and the position, altitude, speed and track of the Aircraft at intervals of no greater than 2 minutes and transmits that information within 60 seconds of collection to an electronic data integration system designated by NAFC.

*NOTE: This clause requires that the Aircraft participate in the Australian Fire Aircraft Monitoring System (AFAMS). More information on AFAMS may be found at [www.nafc.org.au](http://www.nafc.org.au).*

- 5.2. The time, position, altitude, speed and track data required in this clause must be obtained from a GPS receiver fitted with an external antenna suitably positioned to avoid airframe



obstructions; and must meet the data and system standards published from time to time by NAFC.

- 5.3. The Contractor must ensure that arrangements to forward the data required under this subheading are active at all times during the Service Period and the Training Period (if applicable) and at any times outside of the Service Period that the Aircraft may be engaged by a Member for Aerial Firefighting or other emergency operations and activities.
- 5.4. Where required by NAFC, the Aircraft must be fitted with a GPS antenna, and a GPS and radio modem supplied, on a loan basis, by the Member. The GPS and radio modem must be co-located with the auxiliary radios. The antenna location must be suitable for high quality GPS signal reception and the antenna cable must be safely and securely routed to the GPS.

*NOTE: This clause is to provide for installation of ancillary tracking systems that are operated by some individual Members, and are required in addition to AFAMS.*

- 5.5. If required by the Member, the on-loan GPS and associated equipment will be returned to the Member at the conclusion of each Service Period. All on-loan GPS and associated equipment will be returned to the Member at the conclusion of the Contract Period.
- 5.6. The Contractor is responsible for the fitting and installation of all GPS and tracking equipment required by this Contract including:
  - a. obtaining necessary approvals and authorisations; and
  - b. ongoing maintenance of the installation; and
  - c. supplying any additional wiring, plugs, cabling and aerials that may be necessary for any particular installation.

*NOTE: Tenderers are also advised to refer to the event logging requirements for all Aircraft in clause 6 of Schedule 5 below, as tracking and event logging systems may be integrated to some extent.*

## **6. EVENT LOGGING**

*NOTE: This clause requires that all Aircraft participate in the event logging component of the Australian Fire Aircraft Monitoring System (AFAMS). More information and draft data standards may be found at [www.nafc.org.au](http://www.nafc.org.au)*

- 6.1. The Aircraft must be equipped with an electronic event logging system that records the time and the position, altitude, speed and track of the Aircraft as each one of the following events occurs:
  - a. Engine on;
  - b. Engine off;
  - c. Take off;
  - d. Landing;
  - e. RESERVED - this clause is not applicable;

f. RESERVED - this clause is not applicable;

6.2. RESERVED - this clause is not applicable

6.3. The time, position, altitude, speed and track data required in this clause must be obtained from a GPS receiver fitted with an external antenna suitably positioned to avoid airframe obstructions; and must meet the data and system standards published from time to time by NAFC.

6.4. The Aircraft's event logging system must forward the required records for any event within two minutes of collection to an electronic data integration system designated by NAFC.

6.5. The Contractor is expected to work collaboratively with NAFC and any data integration provider designated by NAFC, to further develop electronic event logging technology.

## 7. MESSAGING SYSTEMS

7.1. *[Optional]* Aircraft must be equipped with a device that provides for the transmission of short text messages, of up to 200 characters, to and from an interface unit with a visual display in the Aircraft, utilising the same communications system as the AFAMS tracking device required at clause 5 of this Schedule (above).

*NOTE: This clause is to provide for the eventual introduction of a standard messaging system that allows for short text messages to be sent to and from the Aircraft. A national standard approach to messaging is currently under development and is expected to be implemented during the Contract Period. In the meantime NAFC is interested in gaining experience with systems that some Proposers may already have available.*

*Proposers are also advised to consider adoption of tracking system hardware that will accommodate expansion for any messaging system that may be adopted in the future.*

7.2. The Contractor is expected to work collaboratively with NAFC and its Members to develop and implement messaging technology, including the testing and trialling of messaging equipment and systems.

## 8. SEATING AND SEATBELTS

8.1. Where the Service requirements of this Contract specify that the Aircraft be capable of carrying passengers the Aircraft must be equipped with CASA approved seating to permit passenger seating to the normal carrying capacity of the Aircraft, unless otherwise agreed in writing with NAFC.

8.2. Front row seats and any other seats occupied by aircrew, in all Aircraft, including pilot, co-pilot and flight engineer position seats, must be equipped with seatbelts that provide upper body restraint.

8.3. In the Aircraft all seats that carry a Crewperson must be equipped with seatbelts that provide upper body restraint; and the seatbelts must be used by a Crewperson during take off, landing and all low-level operations.

8.4. In the Aircraft all seats that face an equipment console must be equipped with inertia-reel seatbelts that provide upper body restraint; and the seatbelts must be used during all operations.

- 8.5. RESERVED - this clause is not applicable .
- 8.6. RESERVED - this clause is not applicable.
- 8.7. [*Preferred*] Front row seats and any other seats occupied by aircrew in all Aircraft, including pilot, co-pilot and flight engineer position seats, must be equipped with either four-point or five-point seatbelts.
- 8.8. RESERVED - this clause is not applicable.
- 8.9. In the Aircraft all seats that may carry passengers must be equipped with seatbelts that provide upper body restraint. An exception to this requirement are those seats in multi-engined aircraft that are carrying passengers as Charter and which are not seats in the front row or seats facing equipment consoles.

## **9. WIRE STRIKE PROTECTION**

- 9.1. RESERVED - this clause is not applicable.
- 9.2. RESERVED - this clause is not applicable.

## **10. VISIBILITY, RECOGNITION AND PRESENTATION**

- 10.1. Aircraft must be equipped with high visibility strobing white recognition lights, with a minimum light output of 600 candela. Sufficient lights must be provided to permit direct viewing of lights from any position above the Aircraft, within the same horizontal plane as the Aircraft and below the Aircraft.
- 10.2. RESERVED - this clause is not applicable.
- 10.3. RESERVED - this clause is not applicable.
- 10.4. [*Preferred*] Fixed Wing Aircraft must be equipped with 2 forward facing, high visibility, alternating on and off, white recognition lights, each with a minimum light output equivalent to a 50 watt aircraft landing light.
- 10.5. RESERVED - this clause is not applicable.
- 10.6. Aircraft will, at the discretion of NAFC, be required to display the corporate identification of NAFC. The Contractor must arrange to have the identification attached or painted in a manner which accords to a design approved or supplied by NAFC. All necessary corporate identification will be fully provided and fully paid for by the Contractor.
- 10.7. Aircraft will, at the discretion of NAFC, be required to display the corporate identification of a Member of NAFC. The Contractor must arrange to have the identification attached or painted in a manner which accords to a design approved or supplied by the Member. All necessary corporate identification will be fully provided and fully paid for by the Contractor.
- 10.8. NAFC or Members may during the term of this Contract enter into sponsorship arrangements with third parties in relation to the Services provided under this Contract. The Contractor will fully cooperate with NAFC in the implementation of any sponsorship arrangements proposed by NAFC. The Contractor acknowledges that sponsorship

arrangements may include but not be limited to display of the sponsors' identification on Aircraft, Flight Crew and Crewpersons. The Contractor acknowledges that sponsorship arrangements may include but not be limited to the allocation of an identity or name (**Service Name**) to the Services and the Contractor will cooperate in the use of the Service Name. The Contractor acknowledges that no financial benefit will accrue directly to the Contractor from sponsorship arrangements entered into by NAFC or Members.

- 10.9. The Contractor will attach, at no cost to NAFC, identifying letters or numbers to the Aircraft depicting the Aircraft's callsign allocated by NAFC:
  - a. of a design approved by NAFC; and
  - b. as large as is reasonably practicable and which in any case will permit recognition of the Aircraft from a distance of fifty metres from any position in the same horizontal plane as the Aircraft excepting a 60° arc centred on the tail of the Aircraft; and
  - c. on the underside of the Aircraft, as large as is reasonably practicable, and which in any case permits recognition of the Aircraft from a position 200 feet (approximately 70 metres) immediately below the Aircraft.
- 10.10. During any Service Period the Contractor will not permit to remain attached to the Aircraft any corporate design or symbol of any other company, agency or entity, other than that which identifies the Contractor or that which normally identifies the manufacturer or model of the Aircraft or normal components, without the express written permission of NAFC.
- 10.11. Outside of any Service Period, the Contractor will not permit to remain attached to the Aircraft any corporate symbols or identifications of NAFC or NAFC clients and agents or Members or sponsors should the Aircraft conduct operations for any other clients of the Contractor, without the express written permission of NAFC.
- 10.12. The Contractor will ensure that at all times during any Service Period the Aircraft livery is of a colour and design, acceptable to NAFC, and that ensures that the Aircraft is highly visible in conditions normally encountered in fire and emergency situations.
- 10.13. At all times Aircraft must be well presented and clean, as far as is practicable.

## **11. OTHER EQUIPMENT**

- 11.1. RESERVED - this clause is not applicable
- 11.2. RESERVED - this clause is not applicable.
- 11.3. Aircraft capable of carrying passengers must be equipped with a supply of medical cleansing swabs or a suitable alternative, to ensure headset / helmet earpiece and boom microphone cleanliness and hygiene.
- 11.4. Aircraft must be equipped with at least one serviceable fire extinguisher of at least 1.5kg capacity.
- 11.5. Aircraft must be equipped with survival rations, including water, sufficient for one day's survival for the maximum number of crew and passengers that are being carried.
- 11.6. Aircraft must be equipped with a minimum of one first aid kit located in a clearly indicated position in the Aircraft. The first aid kit must be of a standard acceptable to NAFC.

- 11.7. Aircraft must carry sufficient internal cargo nets and tie downs to permit internal carriage of all loads typically encountered in firefighting and other emergency operations.
- 11.8. Aircraft must be equipped with a minimum of two blankets (one blanket in the case of NAFC Type 4 Fixed Wing Aircraft) of woollen or fireproof material, suitable for protection of personnel from radiant heat, or for the comfort of injured personnel.
- 11.9. Aircraft must be equipped with earmuffs or earplugs to Australian Standard AS/NZS 1270 sufficient for the maximum number of passengers that may be carried.
- 11.10. Aircraft must carry in paper form the most recent editions of the World Aeronautical Charts ICAO 1:1,000,000 appropriate to their NOB and providing full coverage of the state or territory in which the NOB is positioned.
- 11.11. Aircraft must carry in paper form or electronic form the most recent editions of the following World Aeronautical Charts ICAO 1:1,000,000:

Melbourne 3470	Adelaide 3458	Canberra 3457
Hamilton 3469	Sydney 3456	Tasmania 3556
Bourke 3356	Armidale 3357	Brisbane 3340
Perth 3351	Albany 3462	Esperance 3461

- 11.12. Aircraft must carry in paper or electronic form the most recent editions of any charts or aeronautical publications appropriate to their NOB and the state or territory in which the NOB is positioned.
- 11.13. Aircraft must carry such operational documentation as may be required by NAFC from time to time.
- 11.14. Aircraft must carry or be fitted with such other equipment as deemed necessary from time to time by NAFC for the purpose of carrying out safe and effective firefighting and other emergency related operations and activities.
- 11.15. The Aircraft will be equipped with:

*NOTE: If necessary, this clause will include any additional equipment proposed by the Proposer and accepted.*

## **12. VIDEO RECORDING CAMERAS**

- 12.1. [Optional] The Aircraft will be equipped with a video recording camera or cameras that record the external environment of the Aircraft during ground and flight operations.
- 12.2. Cameras fitted to satisfy clause 11.1 above will record digital video to removable media that accommodates at least six hours of recording prior to being overwritten.
- 12.3. Where a single video recording camera is fitted to satisfy clause 11.1 above, it will be forward facing.
- 12.4. RESERVED - this clause is not applicable

- 12.5. The Contractor will ensure all necessary approvals and authorisations are obtained for the installation and operation any cameras fitted to the Aircraft to satisfy these clauses.

*NOTE: These clauses indicate an interest in having Aircraft equipped with video camera, in addition to the primary sensor package, that may provide video footage of operations for training, analysis of operations and for incident investigation. There are a number of different approaches, some of which have been demonstrated in recent years, including the use of commercially available "sports" type video cameras. NAFC is also interested in cameras that have the ability to stream images from these cameras to a ground station in real-time or near real-time for wider distribution. In respect of ASIR Contracts, the relevance of this video camera capability will depend to some degree on the nature of the primary sensor package – ie some sensor packages may in any case provide an equivalent capability.*

**13. ROTARY WING AIRCRAFT**

- 13.1. RESERVED - this clause is not applicable.

**14. ROTARY WING AIRCRAFT – LANDING GEAR**

- 14.1. RESERVED - this clause is not applicable

## **SCHEDULE A: FIREBOMBING AIRCRAFT**

### **1. APPLICATION OF SCHEDULE**

1.1. RESERVED - this clause is not applicable.

## **SCHEDULE B: AIR ATTACK SUPERVISION AIRCRAFT**

### **1. APPLICATION OF SCHEDULE**

1.1. RESERVED - this clause is not applicable.

*NOTE: Although this Schedule is not applicable to ASIR Contracts, the Avionics and Communication requirements have been retained in the this Specimen Contract to provide an indication of the additional Avionics and Communications requirements that may be included in Schedule C.*

### **2. AVIONICS AND COMMUNICATIONS**

2.1. In addition to the Avionics and Communication requirements of Schedule 5, Aircraft must be fitted with at least two high quality audio switching panels to independently control receive and transmit access to all radio transceivers and any mobile or satellite telephone required.

*NOTE: The requirement for at least two high quality audio switching panels in Air Attack Supervision Aircraft is stressed. Each panel must be of a standard equivalent to a NAT AA95-210 or King KMA24.*

2.2. Any position in the Aircraft that has transmit access to any transceiver must be provided with audio sidetone when transmitting.

2.3. The Contractor must ensure that the quality of, and the siting and installation of, radio control heads, audio panels, switches and leads allows for safe, efficient and ergonomic operation by pilots and passengers.

2.4. Aircraft must be equipped with high quality headsets or helmets connected by an intercom system which will provide without changing headsets or helmets:

- a. intercom communication between the pilot, the co-pilot position and at least two other positions in the Aircraft; in Rotary Wing Aircraft these two other positions must have headset or helmet leads which allow movement around the Aircraft cabin; and
- b. the ability to isolate pilot to co-pilot position communications from the other positions whilst still permitting communication between the other positions, with the isolate switching accessible to pilot, co-pilot and at least one other position.

2.5. Aircraft must be equipped to allow the second row passenger positions to monitor the radios selected on the co-pilot position audio selectors, and the second row left hand seat in Rotary Wing Aircraft or the second row right hand seat in Fixed Wing Aircraft to have the ability to transmit on the installed auxiliary radios.

2.6. RESERVED - this clause is not applicable.

2.7. RESERVED - this clause is not applicable.

2.8. RESERVED - this clause is not applicable.

2.9. RESERVED - this clause is not applicable.



## **SCHEDULE C: AIRBORNE STRATEGIC INTELLIGENCE AND RECONNAISSANCE GATHERING SERVICES**

### **1. APPLICATION OF SCHEDULE**

- 1.1. The clauses of Schedule C will apply to those Services specified in Schedule 1.

*NOTE: This Schedule will detail the specialist remote sensing, image processing, data communications and associated systems to be provided by the Contractor, and will be structured according to the solution(s) offered and accepted.*

*Guidance as to the minimum requirements expected is provided in the relevant RFP document (RFP ASIR 2015+)*

**SCHEDULE D: WINCHING**

**1. APPLICATION OF SCHEDULE**

1.1. RESERVED - this clause is not applicable

**SCHEDULE E:      RAPPELLING**

**1.            APPLICATION OF SCHEDULE**

1.1.        RESERVED - this clause is not applicable

**SCHEDULE F: REFUELLER**

**1. APPLICATION OF SCHEDULE**

1.1. RESERVED - this clause is not applicable

## **ATTACHMENT 1: MEMBER POLICIES & OPERATING PROCEDURES**

### **1. POLICIES & OPERATING PROCEDURES**

- 1.1 The Contractor will comply with the relevant policies or standard operating procedures, as determined from time to time, by the Member.

*NOTE: This attachment will contain any policies or procedures of the Member specific to the Service*