



NATIONAL AERIAL FIREFIGHTING CENTRE

Contract for Services

<Insert contract number>

BETWEEN

AUSTRALASIAN FIRE AND EMERGENCY SERVICE AUTHORITIES COUNCIL LIMITED (AFAC)

(ACN 060 049 327)

Level 1, 340 Albert Street EAST MELBOURNE VIC 3002

AND

<COMPANY NAME> (Contractor)

<COMPANY ACN>

<Company Registered Address>

COMMERCIAL IN CONFIDENCE

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SPECIMEN

This Contract is:

BETWEEN

AUSTRALASIAN FIRE AND EMERGENCY SERVICE AUTHORITIES COUNCIL LIMITED (ACN 060 049 327) of
Level 1, 340 Albert Street, East Melbourne, Victoria 3002 (AFAC)

and

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

RECITALS

- A. Australasian Fire and Emergency Service Authorities Council Limited (**AFAC**) is a public company limited by guarantee, that is the national council for fire and emergency services and land management agencies across Australia and New Zealand.
- B. AFAC and the States and Territories of Australia have entered into a separate agreement, the Resource Management Agreement. Under the Resource Management Agreement the parties to the Agreement (excluding AFAC) are referred to as the Members. The current Members of the agreement are the States and Territories of Australia, however, other jurisdictions could become Members in the future.
- C. In the Resource Management Agreement the Members grant authority to AFAC to procure and manage aerial firefighting resources on their behalf. In turn, AFAC grants authority to the Member to deploy and manage the operations of the aerial firefighting resources under this Contract.
- D. AFAC enters into this Contract on its own behalf and on behalf of each of the Members of the Resource Management Agreement as well as all of the Members collectively. Under the terms of the Resource Management Agreement a Member will issue one, or more, Purchase Orders to the Contractor for the supply of each Service. In turn, the Contractor agrees to provide the Services to AFAC and the Members.
- E. The Contractor must, as required under this Contract, respond to instructions and requests from Members in relation to the operation of the Services. The Members are authorised to act on behalf of AFAC in accordance with this Contract and particularly in relation to the operation of the Services.
- F. In this Contract AFAC has accepted the submission of the Contractor to provide Services to AFAC and the Members, on and subject to the terms and conditions contained or implied in this Contract.
- G. AFAC and the Contractor have entered into this Contract for the purpose of:
 - a. working collaboratively and respectfully with each other and with any of the Members to deliver the Services;
 - b. identifying and defining AFAC's role in procuring Services for firefighting and emergency operations and other activities on behalf of the Members;
 - c. identifying and defining a Member's role in purchasing and utilising the Services;
 - d. identifying and defining the Contractor's requirements, roles and responsibilities in establishing, maintaining and delivering the contracted Services to AFAC and the Members; and
 - e. defining the Contractor's obligations.

- H. In this Contract, Australasian Fire and Emergency Service Authorities Council Limited or AFAC will be referenced by the name National Aerial Firefighting Centre or NAFC, but AFAC will remain the legal and responsible entity under the Contract.

IT IS AGREED:

1. AGREEMENT

1.1 General Terms and Conditions

- a. The following documents, attached to this Contract and marked with consecutive page numbers will form 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; and
 - ii. Schedule 2 which sets out the Service Periods for the Aircraft and their availability; and
 - iii. Schedule 3 which specifies the Contract Prices, Invoicing and Annual Variations; and
 - iv. Schedule 4 which specifies requirements for all Personnel - Flight Crew, and Crewpersons; and
 - v. Schedule 5 which describes and specifies particular requirements of the Aircraft to be provided; and
 - vi. Schedule A (if applicable) which sets out requirements for Firebombing Aircraft; and
 - vii. Schedule B (if applicable) which sets out requirements for Air Attack Supervision Aircraft; and
 - viii. Schedule C (if applicable) which sets out requirements for Specialist Intelligence Gathering Aircraft; and
 - ix. Schedule D (if applicable) which sets out requirements for Winching; and
 - x. Schedule E (if applicable) which sets out requirements for Rappelling; and
 - xi. Schedule F (if applicable) which sets out requirements for Mobile Fuelling Units; and
 - xii. Schedule G (if applicable) which sets out requirements for NVIS operations; and
 - xiii. Schedule H (if applicable) which sets out the requirements for Multi Engine Airtankers; and
 - xiv. Attachment 1 which sets out additional documents as applicable to the Services, to which the Contractor must adhere.

1.2 Other Documents incorporated into the Contract

- a. Throughout the Contract there may be other documents referred to which will apply to the Services, such as the NAFC Standards and Member operating procedures. The Contractor must act in accordance with these other documents where they are applicable to any Service that the Contractor is providing.
- b. Any other documents such as NAFC Standards and Member operating procedures which are referred to in this Contract will still be considered part of this Contract and must be read and construed as such.
- c. NAFC Standards and Member operating procedures may be amended or updated from time to time. Amendments or updates to these documents will not necessarily result in a variation to this Contract. If an update or an amendment has a significant effect on this Contract then it may result in a variation to this Contract in accordance with clause 8.3.
- d. If at any time during the Contract Period, NAFC requires a change to any of the NAFC Standards or Member operating procedures then the Contractor agrees to accept any change in good faith and to implement any change as soon as possible and without any additional cost to NAFC.
- e. If the change or its implementation referred to in clause 1.2(d) above results in a significant increase in costs to the Contractor to provide the Services, NAFC may consider, in its absolute discretion, a variation to the Contract Price.
- f. If the change or its implementation referred to in clause 1.2(d) above results in a significant decrease in costs to the Contractor to provide the Services, the Contractor will agree to negotiate in good faith with NAFC a variation to the Contract Price.
- g. All NAFC Standards together with any amendments or updates will be made available to Contractors by publication on the NAFC website.
- h. Contractors are responsible for ensuring that they are at all times providing services in accordance with current NAFC Standards.

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 the Aircraft providing the Services are normally required to be immediately available to NAFC and the Members.

Aerial Firefighting means the operation of an aircraft in support of activities conducted by a Member associated with 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.

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 safe and efficient tactical coordination of aircraft operations when Firebombing Aircraft are operating in conjunction with emergency response.

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

Air Operator's 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 Service Periods, that on any day or part thereof the Aircraft is required to be Available or is otherwise tasked by a person authorised by a Member to standby or conduct operations.

Commitment Charge means the fees to be charged by the Contractor, during a Partial Availability Service Period, to place the Aircraft providing the Services in a state of Commitment, i.e. on Standby or conducting operations.

Confidential Information means:

- a. any technical, scientific, commercial, financial or other information that is of a commercial or sensitive nature and which relates to the business or operations of that party;
- b. any information that otherwise is designated by the party as confidential; or
- c. any information that is specified in this Contract to be confidential information of a party;

which is disclosed, made available, communicated, or delivered to either party in connection with this Contract. But excludes information which:

- d. subsequently enters the public domain other than as a result of a breach of this Contract; or
- e. either party can demonstrate was in its possession prior to the date of this Contract; or

- f. either party can demonstrate was independently developed by them; or
- g. was lawfully obtained by either party from another person entitled to disclose such information.

Contract means this document and includes any schedules, annexures and NAFC Standards and any Purchase Order issued by a Member to purchase Services under this Contract.

Contract Manager is designated as the representative of the Contractor in relation to the management of this Contract.

Contractor means the party to this Contract which provides the Services to NAFC. The Contractor includes all of its Personnel, subcontractors, successors and assigns.

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 or created during the Contract Period independently and unrelated to the supply and delivery of the Services.

Contract Period means the total period of time 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 an aircraft with the engine running; or with winch and rappel operations; or when an aircraft is operating in a confined or remote area or on unfavourable terrain or in reduced visibility.

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 5.17 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 means a Member meets the costs of the aviation 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 financial, operational and other policy matters of that body corporate) by virtue of holding 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 Service.

Ferry Flight means a flight with the sole purpose of relocating a Service during any Service Period to or from a NOB or TOB outside of a Member's jurisdiction. A ferry flight does not include mobilisation and demobilisation of Aircraft at the commencement and completion of a Service Period.

Firebombing means the dropping of Fire Suppressant or Fire Retardant from an aircraft in order to assist with the control or suppression of a fire as required by the agency responsible for controlling or 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 are 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 or electronic record 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.

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 *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, rights in respect of 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 party which has executed the Resource Management Agreement with AFAC. The Members receive benefits and have obligations under the terms and conditions of this Contract either individually or collectively.

MFU means a self contained mobile fuelling facility, and collectively any vehicle, including any fuel truck, tanker, towing vehicle, trailer, Personnel and associated equipment (meeting the specifications of this Contract), that are required to deliver fuel into an aircraft. A MFU is intended to be mobile and may move from one location to another supporting aircraft.

NAFC Type (or Type) is a method of classifying firefighting aircraft and is defined by the relevant NAFC policies and standards, including the NAFC Standard – Procurement Series, 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 a Service Period.

Nominated Response Time means the period of time that may elapse from the time a Member provides notification to a Contractor of a requirement to undertake tasks and the time the respective Aircraft is airborne and proceeding to undertake those tasks.

Notice Period means the minimum period of time normally expressed as a number of days required to advise the Contractor in advance of the commencement date for any Service Period.

NVIS means Night Vision Imaging System.

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.

Operating Environment means the environment in which the Services will be supplied which may include, but not be limited to, the following features:

- a. meteorological conditions at extremes with weather conditions generating extreme turbulence; and
- b. significantly reduced visibility caused by smoke, low cloud, dust or precipitation; and
- c. terrain that may be unfamiliar to Personnel; and
- d. remote locations with limited or no facilities or supplies; and
- e. risk of dehydration and fatigue on Personnel; and
- f. tasks required outside normal business hours; and
- g. multiple aircraft operating in close proximity; and
- h. implied or express pressure to “get the job done” given the nature of the tasks, fire or emergency operations, particularly when life or property or livelihoods are threatened; and
- i. stress associated with large scale fire and emergency operations; and
- j. operations occurring at low level with hazards including the terrain, smoke, wires, obstructions, locusts or birds; and
- k. requirements to fly over water; and
- l. prolonged periods where Services are required to be provided.

Partial Availability means that the Aircraft providing Services are required to be available only on certain days or at certain times as notified in advance to the Contractor by NAFC or a Member.

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 *NAFC Standard PR-003: Definition of Passenger Carrying Capability – Firefighting Aircraft*

Personal Information means the same as in the *Privacy and Data Protection Act 2014* (Vic) and the *Privacy Act 1988* (Cth).

Personnel means any person who is an employee, officer, independent contractor, agent or professional advisor, 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.

Primary Service means that for this Service, the occurrence of a Service Period is guaranteed for each year of the Contract Period.

Purchase Order means a written or electronic dispatch notice issued by a Member to the Contractor, confirming the details and the purchase of Services in accordance with the terms and conditions of this Contract.

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

Refuelling Operator means an individual supplied by the Contractor who assists in the delivery of aviation 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.

Secondary Service means that for this Service, the occurrence of any Service Period is not guaranteed.

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 not be 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 the Members under this Contract.

Service Period means a length of time where Contractors are to provide the Services to carry out aerial firefighting and other emergency operations and activities as set out in this Contract. There may be more than one Service Period in each year of the Contract Period.

Service Status Register means the Contractor's continuous record of the availability status (as defined in clause 6.14) of any Aircraft supplied by the Contractor to carry out the Services required.

Specialist Intelligence Gathering Aircraft means an aircraft which is specially equipped for the 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 person authorised by NAFC or a Member 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 a Service Period.

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

Wet-A 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 means the Contractor is responsible for arranging and paying for fuel. 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; and
 - 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; and
 - iii. words denoting the singular include the plural and vice versa; and
 - iv. words denoting gender include all genders; and
 - v. words denoting individuals include corporations, organisations and government bodies and vice versa; and
 - vi. references to clauses and Schedules are references to clauses and Schedules of this Contract; and
 - 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; and
 - viii. references to any part of this Contract or other document or agreement include its successors and permitted assigns; and
 - ix. references to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes.
 - x. the word "month" means a calendar month; and
 - xi. the word "week" means a continuous seven day period; and
 - xii. the word "day" means a calendar day; and
 - xiii. the words "business day" means a day that is not a Saturday or Sunday or public holiday, special holiday or bank holiday in Victoria; and
 - xiv. the word "year" means a continuous 12 month period; and
 - xv. 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 delivery of these Services will require the Contractor to undertake tasks and roles including, but 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 a Member under the direction of a person authorised by a Member; and
 - iii. maintaining preparedness to deliver the Services and to perform the tasks; and
 - iv. when required, standing by and maintaining appropriate levels of readiness to respond within the specified Nominated Response Times; and
 - v. when required, providing for the fuelling of the Aircraft and any other aircraft operating under the direction of a Member; and
 - vi. ensuring that the Aircraft is supplied with sufficient fuel.
- c. The Contractor acknowledges that the tasks:
 - i. may have to be performed in the defined Operating Environment; and
 - ii. may have to be performed on any day during any Service Period, at any time of the day or, for specific Services, at night; and
 - iii. must be performed with a high level of skill, care, diligence and professionalism; and
 - iv. require specialised equipment; and
 - v. require specialised Flight Crew skills.
- d. NAFC may require the Services to be provided:
 - i. in any Australian state or territory; and
 - ii. under the direction of any of the Members during a Service Period.
- e. 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.

3.2 Additional Services

- a. At the request of NAFC the Contractor may supply an additional Service where the additional Aircraft providing that Service is of similar specifications, characteristics, or capability of a contracted Service.
- b. The additional Aircraft must be approved by NAFC and must meet the specifications set by this Contract unless there is written agreement between the Contractor and NAFC.
- c. Any additional Service will be provided under the terms and conditions of this Contract.

3.3 The Contract – NAFC and a Member

- a. The Contractor acknowledges that NAFC enters into this Contract in order to procure Services that are provided to Members.
- b. The Contractor acknowledges and agrees that where Services are to be provided to a Member, for the time that those Services are being provided to that Member:
 - i. that Member will exercise the powers, duties, discretions and authorities of NAFC in relation to those Services and will have full power and authority to act for and on behalf of and to bind NAFC in relation to those Services; and
 - ii. that Member may nominate in writing one or more persons who will be authorised 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 person authorised by the Member in relation to such Services; and
 - iv. the Services may be shared with other Members as required; and
 - v. where there is more than one Service under this Contract, individual Services may be provided to different Members.
- c. The powers, duties, discretions and authorities conferred on a Member under clause 3.3(b) 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

- a. This Contract commences on the date it is executed by both NAFC and the Contractor as represented by the date on this document.
- b. Notwithstanding clause 4.1(a) if NAFC has earlier issued a letter to the Contractor confirming acceptance of the Contractor's offer to provide the Services, then this Contract commences on the date of that letter, and any later formal execution of this document will maintain that commencement date.

4.2 Term and Option

- a. The Contract Period will be for a term concluding on **<insert date>**, unless extended in accordance with clauses 4.2(c) and (d).
- b. This Contract continues for the Contract Period, unless terminated earlier in accordance with the provisions of this Contract.
- c. NAFC may in its absolute discretion exercise an option to extend the Contract Period for up to two terms of up to one year each. If NAFC elects to extend the Contract Period it will give written notice to the Contractor at least two months before the expiry date of the current term. The Contractor cannot refuse the extension.

- d. If NAFC makes an election to exercise its option to extend the Contract Period less than two months before the expiry date of the current term, then the Contractor can decide whether to accept or reject the extension.

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 Standard of Care

- a. The Contractor must perform the Services, having regard to the nature of the tasks:
 - i. to a high standard, commensurate with industry best practice; and
 - ii. in a commercial, prudent and reasonable manner; and
 - iii. in accordance with suitable and appropriate methods and policies; and
 - iv. with the high degree of skill, safety, care and diligence which may be reasonably 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
 - v. in a manner in which could reasonably be expected to protect NAFC's interests.

5.3 General Compliance

- a. The Contractor must be the holder of an Australian Air Operator's Certificate suitably endorsed for all of the Services to be carried out.
- b. The Contractor must maintain documented operational systems and procedures specific to the delivery and performance of the Services, including, but not limited to, those required by CASA or other regulatory authority.
- c. In performing the Services stipulated by this Contract, the Contractor must ensure that all Personnel and any subcontractors:
 - i. comply with the provisions of all relevant state and federal legislation, regulations and awards; and
 - ii. comply with any relevant operational orders, NAFC or Member policies or standards and any procedures or instructions issued by NAFC or the Members, as notified to the Contractor from time to time and as related to the provision of Services.
- d. The Contractor must immediately notify NAFC if it receives notice of any inquiry and/or any subsequent infringement from CASA or other regulatory authority.

- 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 infringements of occupational health and safety and workplace safety legislation and regulations where such infringements have a bearing on the Services.
- g. The Contractor must immediately notify NAFC of the discovery of any 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 5.3 (c) - (g) inclusive.
- i. The Contractor will obtain any necessary permits, licences and approvals that may be required to provide the Services, and will ensure compliance with whatever requirements are in place at any point in time.
- j. 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.

5.4 Capacity to perform the Services

- a. The Contractor must:
 - i. ensure that the Aircraft and Flight Crew 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 and ensure that it has 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.
- b. The Contractor must maintain 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.

5.5 Commitment to Safety and Quality

- a. For the duration of the Contract Period and in relation to the Services provided under this Contract, the Contractor must have and must maintain plans, manuals, systems and programs, including but not limited to:
 - i. an Emergency Response Plan; and
 - ii. Fatigue Management system or program; and
 - iii. a Quality Management System as specified in Schedule 1; and
 - iv. a Safety Management System as specified in Schedule 1; and
 - v. occupational health and safety and workplace safety programs; and
 - vi. Drug and Alcohol Management Program that applies to the Contractor's aviation operations, including fuelling (if applicable); and
 - vii. any other documents required by legislation and regulations.
- b. The Contractor must also ensure that all Personnel and subcontractors comply with this clause 5.5.
- c. The Contractor must work cooperatively with NAFC and the Members to develop and improve the safety, efficiency and effectiveness of operations through further development of equipment and refinement of techniques and practices.
- d. The Contractor must take all reasonable precautions for the safety of the public and the Contractor's Personnel engaged in performing the Services.

5.6 Inspection and Audit

- a. At any time during the Contract Period NAFC may reasonably require that the Contractor permit inspection or audit by NAFC, a Member, their agents or a person authorised by them; of the Contractor's or subcontractor's premises, facilities, finances, records and documents.
- b. Where possible, NAFC will provide a Contractor with reasonable notice of any inspection or audit and generally, any inspection or audit will occur during business hours.
- c. The Contractor must provide reasonable assistance to persons appointed by NAFC to undertake inspections or audits.
- d. The Contractor acknowledges and agrees that information obtained by NAFC, a Member or persons authorised by them in the course of an inspection or audit may be disclosed to any Member.
- e. NAFC will notify the Contractor in writing of any matters raised during inspections or audits that require attention or rectification, and the Contractor must remedy those matters as soon as reasonably practicable.
- f. At any time during the Contract Period, the Contractor must permit NAFC to inspect the certificates of incorporation, registration and financial accounts of the Contractor.

- g. Immediately before or during any Service Period when requested by NAFC and at no cost to NAFC, the Contractor will make available at the NOB the Aircraft and MFU for inspection for Contract compliance and/or evaluation by a Member.

5.7 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.

5.8 Category of Operation for Aircraft

- a. Where the Services require the carriage of passengers as set out in Schedule 1 the operation must be conducted as Charter.
- b. Where specific operational requirements preclude a passenger carrying 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, when carrying passengers:
 - 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.

5.9 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 must ensure that the Aircraft is operated in accordance with the Aircraft's flight manual, including but not limited to, within flight envelope limitations.

5.10 Contractor 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 provide and supervise an appropriate and sufficient number of qualified Personnel to enable timely and proper performance and completion of the Services. All such Personnel will be competent, literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned in relation to the Services.
- c. 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 including in the defined Operating Environment. They must understand the importance of dispatch reliability in Aerial Firefighting and emergency operations and other activities, and must 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.

- d. The Contractor will ensure that in the employment of Personnel it complies with all applicable legislation and regulations, particularly in relation to industrial relations, workplace safety and immigration.
- e. 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 or lawfully available without prescription; and
 - B. used in accordance with directions; and
 - C. 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 the Members in respect of use of their premises, equipment, business ethics or methodology, or contact with their personnel or customers; and
 - v. do not commit any criminal offence and do 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 or bully 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.
- f. NAFC may require the removal and/or replacement of any Personnel who, in the reasonable opinion of NAFC, are not performing the Services to a satisfactory standard, or who are not maintaining appropriate safety standards.

5.11 Performance Management and Monitoring

- a. If reasonably 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 Service at or above the standard specified by this Contract. The program will provide Information to the Contractor, NAFC and 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.

5.12 Innovation and Research

- a. The Contractor acknowledges and accepts that it will use all reasonable endeavours to seek to reduce the cost to NAFC of providing the Services under this Contract. During the Contract Period, the Contractor will keep NAFC informed of any developments, improvements or efficiencies of process affecting the delivery of 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.

5.13 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 a 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 that Member.
- c. In relation to the Services and as required by a Member, the Contractor must conform with that Member's environmental and hygiene protocols, including decontamination of the Aircraft, MFU and other equipment. 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, Fire Retardant and Fire Suppressant contamination on airport ramps, storage, mixing and loading sites, parking areas, landing areas, etc., when caused by Contractor Aircraft, equipment 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 chemicals, regulated waste, or hazardous substances 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:
 - i. assign, novate, subcontract, mortgage, charge or encumber in any way the Contract or any part of it; or
 - ii. assign, novate, subcontract, mortgage, charge or encumber in any way the execution of the Services; or
 - iii. assign, novate, subcontract, mortgage, charge or encumber in any way any right to receive any money under this Contract; or
 - iv. 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. The Contractor must execute all documents and do all things reasonably required to ensure that any assignment or novation is effected.
- d. 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 processes to satisfy itself that its subcontractors will comply with all applicable legislation and regulations, particularly in relation to industrial relations and safety; and

- v. 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.
- e. 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 Media

- a. The Contractor and 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 written consent of NAFC or a Member.
- b. The Contractor's obligations under this clause 5.15 will not 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.
- c. The operation of this clause 5.15 survives the termination or expiration of this Contract.

5.16 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.

5.17 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 8.7 will apply. This data may include, but is not limited to, aircraft tracking and event reporting information and data obtained through aerial surveillance.
- b. Any data or product acquired or generated by the Contractor in the course of providing the Services is deemed Confidential Information of NAFC.
- c. Without limiting the effect of clause 8.8(c) if the Contractor wishes to use or disseminate the data and products created or collected by it in the course of providing the Services, it must seek prior approval in writing from NAFC. The written request must detail the Contractor's intended use of the data and products. NAFC will not unreasonably withhold its approval.

5.18 Performance Bond

- a. The Contractor will take out and maintain a performance bond of the amount specified in clause 2.1 of Schedule 1 for all Primary Services that require Absolute Availability Service Periods.
- b. The performance bond will be an amount not less than five per cent (5%) of the total Standing Charges for the first Absolute Availability Service Period for all Primary Services. For clarity, the charges associated with either Secondary Services or Partial Availability Service Periods are not included in the calculation of the performance bond.
- c. The Contractor will take out and supply to NAFC the performance bond before the commencement of the first Service Period under this Contract.
- d. 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.
- e. 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.
- f. Approved banks/financial institutions must be domiciled in Australia, or be an Australian subsidiary that is subject to Australian law.
- g. All costs associated with taking out and maintaining the performance bond will be borne by the Contractor.
- h. NAFC will have the right to drawdown on the performance bond in the event of default by the Contractor or termination of the Contract (in all instances, except in relation to clause 8.13(b)), for the purpose of meeting all losses, damages, expenses and costs incurred by NAFC arising out or relating to such default or termination.
- i. NAFC will not have the right to drawdown on the performance bond in the event of termination of the Contract in accordance with clause 8.11 except where the Contractor fails to carry out its cost mitigation responsibilities in accordance with clause 8.11(c)
- j. 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 5.18(h) or (i).
- k. The rights of NAFC pursuant to this clause 5.18 will be in addition to any other rights or remedies that NAFC may have at law or in equity.

5.19 Insurance for Primary Services

- a. For Primary Services, the Contractor must take out and maintain at all times during the Contract Period:
 - i. public liability insurance (including, but not limited to, aviation liability) against liability to third parties, including passengers and crew on the Aircraft, for personal injury and death and damage to property for a minimum amount set out in clause 2.2 of Schedule 1 for each and every occurrence.

- ii. appropriate insurance against loss of, or damage to, the Aircraft hull for an amount reflecting reasonable replacement value of the Aircraft.
- b. If the Contractor is providing Services on a Wet-A basis, or optional additional fuelling Services, then the Contractor must take out and maintain at all times during the Contract Period:
 - i. insurance that provides cover against public liability arising from fuelling operations, including fuelling of any Aircraft conducting operations on behalf of NAFC or the Members for a minimum amount set out in clause 2.2 of Schedule 1 for each and every occurrence; and
 - ii. insurance that provides cover against product liability for a minimum amount set out in clause 2.2 of Schedule 1 for each and every occurrence; and
 - iii. insurance that provides cover against public liability for the operation of each fuelling vehicle that supports a Service on and off road for a minimum amount set out in clause 2.2 of Schedule 1 for each and every occurrence; and
 - iv. insurance that provides cover against third party collision damage for each fuelling vehicle that supports a Service.
- 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 the Members for NAFC's statutory liability to persons employed by the Contractor.

5.20 Insurance for Secondary Services

- a. For Secondary Services, the Contractor must take out and maintain at all times during any activated Service Period:
 - i. public liability insurance (including, but not limited to, aviation liability) against liability to third parties, including passengers and crew on the Aircraft, for personal injury and death and damage to property for a minimum amount set out in clause 2.2 of Schedule 1 for each and every occurrence; and
 - ii. appropriate insurance against loss of, or damage to, the Aircraft hull for an amount reflecting reasonable replacement value of the Aircraft.
- b. If the Contractor is providing Services on a Wet-A basis, or optional additional fuelling Services, then the Contractor must take out and maintain at all times during any activated Service Period:
 - i. insurance that provides cover against public liability arising from fuelling operations, including fuelling of any Aircraft conducting operations on behalf of

- NAFC or the Members for a minimum amount set out in clause 2.2 of Schedule 1 for each and every occurrence; and
 - ii. insurance that provides cover against product liability for a minimum amount set out in clause 2.2 of Schedule 1 for each and every occurrence; and
 - iii. insurance that provides cover against public liability for the operation of each MFU on and off road for a minimum amount set out in clause 2.2 of Schedule 1 for each and every occurrence; and
 - iv. insurance that provides cover against third party collision damage for each MFU.
- c. The Contractor must:
- i. take out and maintain insurance during any activated Service 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 any activated Service 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 the Members for NAFC's statutory liability to persons employed by the Contractor.

5.21 General Insurance Requirements for both Primary and Secondary Services

- a. The Contractor will ensure that the policy of insurance that is effected in compliance with clauses 5.19 or 5.20 above:
- i. includes as named insured "*Australasian Fire and Emergency Service Authorities Council Limited known as the National Aerial Firefighting Centre or NAFC and the States and Territories of Australia their servants, agents or independent contractors engaged by one or more of them*"; and
 - ii. provides that any cancellation of the policy by the insurer will not take effect until 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.
- b. At any time upon request by NAFC, the Contractor will as soon as is reasonably possible and in any event within seven days from the request, produce documentation evidencing the terms and currency of all insurance policies which are required by clauses 5.19 or 5.20 and copies of all of those insurance policies to NAFC.
- c. If the Contractor neglects, fails or refuses to keep in force any of the insurances which are required by clauses 5.19 or 5.20 or fails to make available those policies and evidence of currency as required by clause 5.21(a) and (b), 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 5.21(d).
- d. If the Contractor neglects, fails or refuses to keep in force any of the insurances which are required by clauses 5.19 or 5.20 or fails to make available those policies and evidence of currency as required by clause 5.21(a) and (b), NAFC, in its absolute discretion, 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.
- e. If the Contractor fails to comply with clauses 5.19, 5.20 and 5.21 then the Contractor acknowledges that NAFC is entitled to immediately terminate this Contract for material breach in accordance with clause 8.13.
- f. The operation of clauses 5.19, 5.20 and 5.21 survive the termination or expiration of this Contract.
- g. The Contractor's liability to NAFC will not be limited in any way because of any insurance.

5.22 Indemnity

- a. The Contractor releases, indemnifies and holds harmless NAFC and the Members, employees, servants and agents; and a Members' employees, servants and agents from and against all losses, including, but not limited to, any loss of profit, loss of use, loss of anticipated profit, loss of production, loss of revenue, loss of contracts, including this Contract, loss of goodwill, loss of opportunity, loss of reputation, loss of data or for any financial or similar economic loss or for any indirect or consequential 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 third party) relating to or arising out of:
 - i. any negligence or wrongful act or omission of the Contractor or the Contractor's Personnel, subcontractors, 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 Personnel, subcontractors, or agents or of any other persons engaged in the provision of the Services; or

- iii. death, injury, loss of or damage to the Contractor, the Contractor's Personnel, subcontractors, or agents or of any other persons; or
- iv. an infringement or claimed infringement of a patent, trademark, design, copyright or other protected or Intellectual Property right of a third party arising from an act or omission of the Contractor; or
- v. any obligation to pay any statutory taxes, fees, levies or charges related to any payments to the Contractor's Personnel, subcontractors, or agents or of any other persons 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.

6. CONTRACTOR REQUIREMENTS AND OBLIGATIONS (SERVICE PERIOD)

6.1 Service Periods

During each Service Period the Services are required to be Available, fully meeting the provisions of this Contract.

6.2 Commencement and Duration of Service Periods

- a. The commencement and duration of each Service Period will be as specified in Schedule 2.
- b. The Contractor and the Member may mutually agree changes to a Service Period. For clarity these changes need to be agreed in writing but may not require a variation to this Contract duly executed by the parties.

6.3 Conditions Precedent to a 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 6.3(b) or waived in accordance with clause 6.3(c).
- b. The conditions precedent to a Service Period are:
 - i. NAFC receiving from the Contractor a copy of an applicable and valid AOC; and
 - ii. NAFC receiving from the Contractor a copy of all relevant documentation evidencing the Contractor's insurance and its currency; and
 - iii. NAFC receiving from the Contractor the performance bond where required; and
 - iv. confirmation from a Member that the requirements of this Contract for the Services have been met; and
 - v. the Contractor receiving written notice from NAFC or a Member advising the date on which the Service Period is to commence in accordance with the Notice Period.
- c. The satisfaction of a condition precedent to the Service Period can only be waived by written notice from NAFC to the Contractor.

6.4 Requirements Prior to Commencement of Service Period

- a. Immediately prior to the commencement of any Service Period:
 - i. the Contractor will make any Aircraft and MFU (that the Contractor intends to use to carry out the Services) available for inspection at no cost to NAFC, in order that a Member may determine that the Aircraft and MFU satisfactorily meet the requirements of this Contract. The Aircraft and MFU will be available at the NOB of the Aircraft; and
 - ii. a Member may require that the Aircraft fly for up to 30 minutes at no cost to that Member to confirm compliance with the requirements of this Contract.
- b. If reasonably 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 jurisdiction where the specified Service is provided.
- c. The Contractor will be provided, by the relevant Member, with Member policies, procedures and operation documentation relevant to the Service.

6.5 Requirements during any Service Period

- a. 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 a Member.
- b. During any Service Period specified in Schedule 2 the Contractor will ensure that:
 - i. the Aircraft and MFU, if applicable, are located at the NOB (specified in Schedule 1), or at a TOB, fully meeting the requirements detailed in this Contract; and
 - ii. all facilities required to support the Aircraft and MFU and Flight Crew 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 access to a non cellular phone line, 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.

6.6 Communication systems for dispatch, tasking or Commitment

- 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 (which may include the pilot of the Aircraft) by a Member, according to a procedure laid down by that Member and conveyed to the Contractor from time to time.
- b. The Contractor will provide and maintain a suitable, reliable communication system reasonably acceptable to NAFC. The Contractor must 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 by a Member 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 reasonably acceptable to NAFC; that may be utilised to notify the Contractor, the Contract Manager or a representative of the Contractor in the event of failure of the system described in clause 6.6(b).

6.7 Readiness Requirements during any Service Period

- a. During any Service Period the Contractor will maintain an appropriate level of readiness to ensure that the Aircraft will be ready to be airborne and proceeding to carry out the tasks required as soon as safely practicable and within the Nominated Response Time set out in clause 6 of Schedule 2.
- b. As practicable and by notice to the Contractor, a Member will relax the readiness requirement so that it only applies for a certain period, such that the planned tour of duty for each shift of the Aircraft's Flight Crew will not normally exceed nine hours in that day.

6.8 Response Requirements during any Service Period

- a. During any Service Period the Contractor must ensure that after receiving notification from a Member the Aircraft will be airborne and proceeding to carry out the tasks required as soon as safely practicable and within the Nominated Response Time set out in clause 6 of Schedule 2, or within such greater period as agreed with a Member.
- b. On days of significant fire or emergency risk during any Service Period, and as required by a Member, the Contractor will ensure:
 - i. that preparation of the Aircraft, including any and all preparatory checks required on the Aircraft, have been completed before notification is received from a Member; and
 - ii. that all Personnel are prepared to, and will respond appropriately to, the fire or emergency risk; and
 - iii. that the Aircraft is safely airborne and proceeding to carry out the tasks required within the minimum time practicable after receiving dispatch notification from a Member.

6.9 Fuelling Requirements during any Service Period

- a. During any Service Period the Contractor will ensure that it is meeting the fuelling requirements as specified for each Service in clause 1 of Schedule 1.
- b. For Services operating on a Wet-A basis, during any Service Period the Contractor:
 - i. is expected to be self sufficient in the provision of fuel and other consumables relating to the Service. This includes:
 - A. the provision of fuelling infrastructure and fuel at the NOB; and
 - B. the provision of suitable MFU's in accordance with Schedule F to supply fuel into aircraft at locations where the Aircraft is operating away from the NOB; and

- C. dealing with fuel suppliers, including processing invoices and payments to fuel suppliers; and
 - D. arranging for replenishment of the Contractor's into-aircraft facilities so as to ensure that there is no interruption to provision of the Service;
 - ii. is required to supply and be self sufficient in the provision of all consumables relating to the operation of the Service. This includes oil, other lubricants, hydraulic fluid, compressed air and special mixtures for starting aircraft, and fuel and lubricants for the MFU. For clarity, this does not include Fire Suppressant or Fire Retardant.
 - iii. may be reasonably required to supply fuel into other aircraft operators aircraft;
 - iv. will ensure that the MFU is supplied with aviation fuel as required to allow for the uninterrupted performance of the tasks by the Aircraft;
 - v. will make available the MFU to fuel any aircraft operating under the direction of a Member as long as doing so does not adversely affect the Contractor's ability to provide the Services under this Contract;
 - vi. will ensure at all times that any applicable MFU or Refuelling Operator or equipment used in the fuelling complies with the Dangerous Goods legislation and any other applicable legislation of the state or territory in which the Contractor is operating.
- c. For Services operating on a Wet-B basis, during any Service Period the Contractor:
 - i. is expected to be self sufficient in the provision of fuel and other consumables relating to the Service. This includes:
 - A. providing fuelling infrastructure and fuel at the NOB; and
 - B. making arrangements with fuel providers to fuel into-aircraft at locations where those fuel providers normally operate; and
 - C. dealing with fuel suppliers, including processing invoices and payments to fuel suppliers, and
 - ii. is required to supply and be self sufficient in the provision of all consumables relating to the operation of the Service. This includes oil, other lubricants, hydraulic fluid, compressed air and special mixtures for starting aircraft. For clarity, this does not include Fire Suppressant or Fire Retardant;
 - iii. will make the necessary arrangements for ensuring the Aircraft is supplied with fuel as required for the uninterrupted performance of the tasks by the Aircraft.
 - iv. is not required to provide MFU's;
- d. For Services operating on a Dry basis, during any Service Period the Contractor:
 - i. is required to supply and be self sufficient in the provision of all consumables other than fuel required for the operation of the Service. This includes oil, other lubricants, hydraulic fluid and compressed air. For clarity, this does not include Fire Suppressant or Fire Retardant, or special mixtures for starting aircraft as

these will normally be considered as fuel, unless specially stated otherwise in this Contract; and

- ii. unless stated otherwise in the Contract, at Schedule 1, is not responsible for arranging or paying for the supply of fuel to the Aircraft.
- e. For all Services the Contractor will take all reasonable steps to ensure that any fuelling facility used in the fuelling, whether or not that facility is provided by the Contractor, complies with all applicable legislation.
- f. For all Services the Contractor will take reasonable steps to ensure fuel delivered into the Contractor's Aircraft, or fuel that the Contractor may deliver into other aircraft operating at the direction of NAFC or a Member, is of high quality, free of contaminants and of an appropriate standard for the safe and reliable operation of aircraft in the Operating Environment.

6.10 Testing of Procedures and Systems

- a. During any Service Period the Contractor will ensure that as far as is practicable, procedures and systems are in place to ensure that the Service responds 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 and aircraft systems required to deliver the Service including but not 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, and aircraft systems and equipment and systems required to deliver the Service, including but not limited to, firebombing systems, avionics, communications, global positioning systems, and sensors and equipment 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.
- b. Periodic test flights during the Service Period, including those required by clauses 6.4(a)(ii) and 6.10(a)(iv), are deemed to be flights in the private interests of the Contractor. However, where the Services are provided to NAFC on a Dry basis a Member will supply or reimburse the reasonable cost of aviation fuel used for periodic equipment checks authorised by that Member.

6.11 Other work during Service Periods

- a. During any Absolute Availability Service Periods 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 6.5; and
 - ii. meeting any other requirement specified by a Member; and
 - iii. a reduction of the Standing Charges contained in Schedule 3, proportionate to the amount of time the Aircraft is Not Available.
- b. During any Partial Availability Service Period the Contractor may utilise the Aircraft for other tasks, at the times that the Service is not on Commitment, provided that the Service can still meet all of the Partial Availability response requirements.

6.12 Outside of a Service Period

Outside of any defined Absolute or Partial Availability Service Periods the Service may be available for ad hoc engagement.

6.13 Service Status during the Service Period

- a. Any Service 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 Service meets all requirements of this Contract; and
 - B. the Aircraft is ready and able to be airborne and commence tasks in accordance with all requirements of this Contract; and
 - C. sufficient Personnel are available to enable the Service to be delivered without interruption; or
 - ii. **Available (Limited)** means the Service is Available but, by express agreement with a Member, it does not 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 Service is not of Available or Available (Limited) status as described in this clause.
- b. The Contractor is required to immediately notify the Member if any Service becomes Available (Limited) or Not Available within the terms of this Contract for whatever reason.
- c. The Contractor is required to immediately notify the Member once the Service returns to Available status.
- d. The Contractor must maintain accurate and comprehensive records of the availability and status and operations of any Service 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 Service.

6.14 Service Status Register

- a. The Contractor must establish a Service Status Register and at all times during a Service Period the Contractor must maintain that register. The register must detail the availability status of each Service at all times.
- b. In the case of a Service of Available (Limited) and Not Available status, the Service Status Register will include information as to the reason for the status and the time when the Service will be of Available status.
- c. At any time during a Service Period, upon request of NAFC or a Member, the Contractor will supply a copy of the Service Status Register that is current as at the time of the request.
- d. 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 a Member.

6.15 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 6.15(a) NAFC will use reasonable efforts to mitigate any costs incurred by it in the procurement of any alternative Service.

6.16 Substitute Aircraft

- a. With the prior approval of NAFC the Contractor may utilise a substitute Aircraft to carry out the Service.
- b. The substitute Aircraft must be approved by NAFC and must meet the specifications set by this Contract unless there is written agreement between the Contractor and NAFC.

6.17 Records during a Service Period

- a. The Contractor must ensure accurate records are kept of operations including operating time and flying time, recorded in actual local time.
- b. When records of operations are recorded manually the times will be recorded to the nearest minute.
- c. When records of operations are recorded by an automated device, they must be recorded to the nearest second.

- d. Flight Crew must maintain accurate records of operations in the form of Flight Operations Return documents supplied by, or in a form acceptable to, a Member.
- e. The Contractor will ensure that Flight Operations Return documents are prepared and presented for endorsement as per a Member's requirements.
- f. The Contractor must maintain accurate and complete records, reports, documents, data, books of account, and other evidence relating to the performance of the Services.

7. NAFC

7.1 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.

7.2 Confidentiality and Security of Prices

- a. NAFC will treat as commercial in confidence 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 information about the Contract and also the Contract itself may be published by NAFC or the Members, as required by the Members' policy or by legislation. Such information as determined by policy or legislation could include the aggregated value of the Contract for the Contract Period, Contractor company details and Contract Manager information.

7.3 Indemnity

- a. 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.
- b. The indemnity provided by NAFC under this clause excludes any indirect or consequential loss or damage; any economic loss in respect of any claim in tort, any loss of profits, loss of production, loss of revenue, loss of use, loss of contracts including this Contract, loss of opportunity, loss of goodwill or wasted overheads whatsoever.
- c. The cost of repairing, replacing or reinstating any real or personal property of any third party that has been lost, damaged or destroyed or the personal injury to or death of any third party or in respect of any personal injury claim, special loss or economic loss as those terms are used in the context of personal injury claims are not excluded from the indemnity.
- d. 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.

7.4 Stand Down of a Service or a component of the Service

- a. NAFC, a Member or persons authorised by them may Stand Down a Service or a component of the Service for:
 - i. non-compliance with the requirements of this Contract; or
 - ii. non-compliance with safety or operational requirements.
- b. Notice to Stand Down a Service, or a component of a Service will be provided by giving notice to the Contractor, Contract Manager, a pilot or any member of the Flight Crew.
- c. The Contractor must ensure that any notice given under clauses 7.4(b) is complied with immediately.
- d. If a whole Service has been given notice to Stand Down then the Service will be considered as being Not Available in accordance with clause 6.13(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, a Member or persons authorised by them 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 a Service, NAFC, a Member or persons authorised by them 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, a Member or persons authorised by them 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, a Member or persons authorised by them are satisfied that the faults or omissions described in the Reasons have been satisfactorily remedied by the Contractor, NAFC, a Member or persons authorised by them will notify the Contract Manager immediately.
- j. Stand Down commences when notice is given under clause 7.4(b) and ceases when NAFC, a Member or persons authorised by them notifies the Contract Manager under clause 7.4(i).
- k. Where Stand Down occurs, the Standing Charges and Commitment Charges specified in Schedule 3 will cease to apply during the Stand Down period as described in clause 7.4(j).
- l. Where a Stand Down period includes part of a day, the Standing Charges and Commitment Charges for that day will be revised, calculated in accordance with the formulas in clause 9.1(g) and (h).

8. GENERAL CONTRACT CONDITIONS

8.1 General Obligations

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.

8.2 Written Instructions

- a. NAFC or a Member may from time to time give the Contractor reasonable instructions, in writing or otherwise as to the dispatch, delivery or performance of the Services.
- b. Where it is practical to do so instructions are to be issued in writing. If instructions are provided other than in writing, then on request from the Contractor the instruction will be confirmed in writing by either NAFC or a Member as soon as reasonably practicable.
- c. The issuing of an instruction other than in writing does not relieve the Contractor from complying with the instruction at the time the instruction was given.

8.3 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.

8.4 Contract Prevails

- a. To the extent that there is any inconsistency between a Purchase Order and this Contract, the terms of this Contract will prevail.
- b. To the extent that there is any inconsistency between any other document such as NAFC Standards or Member procedures and this Contract, the terms of this Contract will prevail.

8.5 Cooperation

- a. The parties will promptly 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. The parties must not abuse a power under this Contract to obtain an improper collateral benefit or objective.

8.6 Use of Services

- a. Nothing in this Contract has the effect of appointing the Contractor as the exclusive supplier of any Service, or any Services similar to the Services.
- b. 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.

- c. The Contractor acknowledges that NAFC has not made any representations, and in entering into this Contract the Contractor has not relied upon any representations as to the volume or value of Services for which the Contractor may be engaged during the Contract Period.

8.7 Confidential Information

- a. Each party must hold the other party's Confidential Information in strict confidence and take all necessary precautions to prevent unauthorised access to the other party's Confidential Information.
- b. Without limiting clause 8.8(d), 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 by the Contractor as Confidential Information of NAFC.
- c. Subject to clause 8.7(h), each party must not, and must take all reasonable steps to ensure that its personnel do not disclose to any third party any Confidential Information of the other party.
- d. All rights in respect of the Confidential Information of a party belong at all times to that party. Upon expiration or termination of this Contract, each party must return any copies of Confidential Information of the other party.
- e. Any Confidential Information of NAFC (including any Confidential Information of any Member) supplied to the Contractor under this Contract must only be used for the provision of the Services or as directed by NAFC and must not be used for any other purpose.
- f. The Contractor must use, and must ensure that its Personnel use, any Confidential Information of NAFC (including any Confidential Information of any Member) supplied under this Contract solely for the purposes of, and only to the extent necessary, the performance of all the Contractor's obligations under this Contract.
- g. A party will be entitled (in addition to any entitlement to damages) to apply for an injunction or other equitable relief with respect to any actual or threatened breach by the other party of any of the provisions 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 any party in relation to any breach of confidentiality.
- h. Clause 8.7(c) will not prevent a party from disclosing Confidential Information of the other party where it is legally compelled to disclose information by a government agency or through judicial process (Compulsory Disclosure), provided that where that party is served with a notice of or demand for Compulsory Disclosure, the party must give the other party as much notice as possible of the proposed Compulsory Disclosure, and provide reasonable assistance to enable the other party to resist the Compulsory Disclosure or seek appropriate protective orders.
- i. The Contractor agrees that NAFC and the Members are entitled to exchange, share or pass any Contractor Confidential Information with each other for the purpose of meeting their obligations under this Contract and statutory obligations. The Contractor acknowledges and agrees that disclosure of information by NAFC to the Members will not constitute a breach of this clause.
- j. The operation of this clause 8.7 survives the termination or expiration of this Contract.

8.8 Intellectual Property

- a. Nothing in this Contract affects:
 - i. the ownership by the Contractor or its licensors of any Contractor IP; and
 - 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 or created during the Contract Period.
- 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 under this Contract, 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 or comprises Intellectual Property created after the commencement of this Contract, such Intellectual Property will belong to NAFC and clause 8.8(c) above will be deemed to apply to it; and
 - 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 each Member to make full use of the Deliverable; and
 - iii. for the purposes of this Contract, the Deliverable will be treated as Information, and 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 8.8(b) and (d) above, and to use any Intellectual Property it will use in connection with this Contract and the provision of the Services; and
 - ii. it will not, in providing the Services and performing its obligations under this Contract, 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 8.8.
- f. The operation of this clause 8.8 survives termination or expiration of this Contract.

8.9 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, a 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.

8.10 Contract Review

- a. NAFC may at its discretion conduct an annual 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 reasonably 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.
- e. The parties will cooperate to implement any amendments or variations to this Contract or contract arrangements that arise from the review.
- f. Nothing in this clause 8.10 will prevent any other review of contract arrangements.

8.11 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.
- b. If the Services or part thereof under this Contract are reduced in accordance with this clause 8.11 then the Contractor must cease the performance of its obligations under this Contract in accordance with the notice and in relation to the Services no longer required of the Contractor.
- c. Upon receipt of a notice to termination this Contract or reduce the Services or part thereof under this clause 8.11, the Contractor will do everything reasonably possible to

mitigate all losses, costs and expenses arising from the termination of Contract or reduction of the Services.

- d. If the Contract is terminated or the Services or part thereof provided under this Contract are reduced under this clause 8.11 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 termination or reduction; and
 - ii. an amount in respect of costs, expenses and disbursements, that were reasonably incurred by the Contractor in relation to the termination or reduction.

8.12 Consequential Loss / Loss of Profits

If the Contract is terminated or the Services or part thereof provided under this Contract are reduced under clause 8.11, NAFC will not be liable to pay compensation for loss of profit or prospective profit, loss of revenue, loss of reputation, loss of goodwill, loss of opportunity, loss of use, loss of production or wasted overheads whatsoever for the termination or reduction of the Services or part thereof, or loss of any benefits that could have been conferred upon the Contractor under this or any other contract had the termination or reduction of the Services not occurred.

8.13 Termination or Reduction of Services 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 8.18; 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. is reasonably expected to become subject to an Insolvency Event during the Contract Period; or
 - x. permits the Effective Control of the Contractor to change without the prior consent of NAFC; or
 - xi. 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, at its absolute discretion, immediately terminate this Contract, or reduce the Services under this Contract by giving written notice to the Contractor of the termination or reduction.

- b. NAFC will agree to a stay on the enforcement of subclauses 8.13(a)(viii) and (ix) in accordance with the relevant sections of the *Corporations Act 2001* (Cth) but only for the period of time that the Contractor is undertaking a formal restructure (this includes when a company enters administration, where a managing controller has been appointed over all or substantially all of the Contractor's property, or where the Contractor is undertaking a compromise or arrangement for the purpose of avoiding being wound up in insolvency).
- c. Notwithstanding the operation of the stay, NAFC maintains its right to terminate this Contract or reduce the Services under this Contract for any of the events set out in clause 8.13(a).
- d. In the event of termination or reduction of Services or part thereof under this clause 8.13 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 or reduction of Services or part thereof under this clause 8.13 the Contractor acknowledges and agrees that NAFC will not be liable for any loss (including, but not limited to, loss of benefits under this Contract or any other contract, loss of profits or prospective profits, loss of revenue, loss of reputation, loss of goodwill, loss of opportunity, loss of use, loss of production or wasted overheads whatsoever) or damages or expenses whether direct or indirect relating to or arising from termination of this Contract.

8.14 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 a Member; and
 - iv. the Contractor must cease the performance of its obligations under this Contract in accordance with any notice; and
 - v. the parties 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 this clause 8.14, termination of this Contract under clause 8.11 and/or clause 8.13 will not prejudice the exercise and enforcement by NAFC or the Contractor of rights and entitlements accruing prior to such termination.

8.15 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 agreed otherwise between the parties, negotiating in good faith):
 - i. if requested by NAFC provide all reasonable assistance to NAFC in the orderly transfer of the relevant 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 of NAFC's 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 and Member's equipment and any Intellectual Property arising out of the Contract, and any licences 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 a Member to the Contractor.

8.16 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.

8.17 Disputes

- a. This clause 8.17 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 8.13) which cannot be resolved under clause 8.17(b), any party to this Contract may, no later than 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 must meet personally and will endeavour in good faith to resolve the dispute within 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 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 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 mediation will take place in Melbourne, Victoria.
- i. The mediator must act as a mediator and not as an arbitrator.
- j. The parties must each bear their own costs and must contribute equally to the mediator's costs.
- k. The parties may proceed to litigation of the dispute if:
 - i. within 14 days from the date on which notice referred to in clause 8.17(f) is given, the party receiving such notice refuses mediation; or
 - ii. mediation fails to resolve the dispute.
- l. 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.
- m. Nothing in this clause prevents a party from applying to a court for interim interlocutory relief pending dispute resolution.

8.18 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
 - iv. the representations which it has made in the Contractor's procurement documents and in all other documents provided by the Contractor to NAFC or its predecessors (including the company National Aerial Firefighting Centre, ACN 105 736 392) 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 8.18 survives the termination or expiration of this Contract.

9. PAYMENTS AND PRICES UNDER THE CONTRACT

9.1 Payments

- a. A Member is liable to make payments under this Contract in relation to Services provided by the Contractor pursuant to a Purchase Order submitted by a Member in accordance with the provisions of the Contract.
- b. Payments for Services provided by the Contractor will be made at the Contract Price.
- c. Before any payments are made, NAFC and the Member must be satisfied that the Contractor has complied with the requirements of the Contract and the NAFC Standards.
- d. Payments for Services provided by the Contractor will be processed in accordance with the *NAFC Standard – PR-008 Invoicing and Payments*. The Contractor must meet the requirements of that NAFC Standard.
- e. Any payment received by the Contractor from a Member must be taken as payment in reduction of the amount owing by NAFC to the Contractor.
- f. Payment of any Standing Charges or Commitment 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 deemed Not Available.
- g. Where a Service is Not Available for part of a day the Standing Charges for that day will be revised, calculated in accordance with the following formula:

$$SCR = SC - (SC (SDH/14))$$

Where: SCR = revised Standing Charge

SC = Standing Charge detailed in Schedule 3

SDH = unavailable hours

- h. Where a Partial Availability Service is Not Available for part of a day the Commitment Charges for that day will be revised, calculated in accordance with the following formula:

$$CCR = CC - (CC (CDH/14))$$

Where: CCR = revised Commitment Charge

CC = Commitment Charge detailed in Schedule 3

CDH = unavailable hours

9.2 Contract Price – General

- a. The Contract Price is firm and inclusive of all costs associated with supplying the Services.
- b. The Contract Price will include, but not be limited to:
 - i. costs of provision and maintenance of Aircraft and MFU 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. all Personnel costs, including but not limited to salaries and wages, workers compensation, superannuation charges and levies and 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 9.3(a)(iii); 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 MFU, where applicable, including transporting the MFU to the location at which the Aircraft is operating but excluding the costs referred to in clause 9.3(a); and
 - xviii. all costs associated with any “back up” Personnel (e.g. engineering support) and facilities that are required to ensure the reliable operation of the Aircraft.
- c. The only exceptions regarding the Contract Price are set out in clause 9.3 below.

9.3 Supply or Reimbursement of Costs by the Member to the Contractor

- a. A Member will:
 - i. supply or reimburse the reasonable costs (according to a Member’s policies) of meals and accommodation for the Flight Crew and Crewpersons and/or Refuelling Operator when the Aircraft and/or MFU is required to remain away overnight from its NOB in order to carry out Services required by NAFC; and

- ii. for some NAFC Type 1 Services as specified by NAFC in writing, supply or reimburse the reasonable costs (according to a Member's policies) of meals and accommodation for up to three engineers or support crew; when the Aircraft is required to remain away overnight from its NOB in order to carry out Services required by NAFC; and
 - iii. reimburse the reasonable costs of such charges levied by the CASA, Airservices Australia, or any airport owner or operator that may be incurred whilst actually conducting the Services or whilst operating at the direction of persons authorised by either NAFC or a Member 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 fuel providers where NAFC requires the Aircraft fuelled outside of normal hours, other than where the Contractor is using their own fuelling facilities; and
 - v. reimburse at the prices specified in clause 1.4 of Schedule 3 the reasonable costs of moving the MFU, other than for the first 150km by road, to locations requested by a Member to support the Aircraft when the Aircraft is required by a Member to undertake work in excess of a 150km radius from the NOB; and reimburse the cost of returning the MFU, other than the final 150km by road, to the NOB; and
 - vi. reimburse at the prices specified in clause 1.4 of Schedule 3 the reasonable costs of moving the MFU from the location at which it is supporting the Contractor's Aircraft and moving it to any other location requested by NAFC or a Member to support another aircraft operated by other aircraft operators; and
 - vii. reimburse at the prices specified in clause 1.4 of Schedule 3 the additional reasonable costs (above the cost of fuelling the Contractor's own Aircraft) where the MFU is required to deliver fuel at the request of NAFC or a Member to aircraft operated by other aircraft operators; and
 - viii. supply or reimburse the reasonable costs of moving the Aircraft and MFU from the NOB to any alternative NOB or TOB requested by NAFC or a Member, and any reasonable additional costs consequential to moving the Aircraft and MFU. The Contractor must take reasonable steps to mitigate these costs and must provide evidence to support the expenditure upon request from a Member; and
 - ix. reimburse the reasonable costs of changing or substituting auxiliary radio transceivers installed in the Aircraft or MFU 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.
- b. For clarity, under this clause it is intended that the Member will reimburse the reasonable costs incurred by the Contractor. It is not intended that the Contractor will profit from the recovery of costs.

9.4 Operating Charges for Rotary Wing Aircraft

Operating Charges for Rotary Wing aircraft will be due and payable to the Contractor for that period of time, authorised by NAFC or a Member and calculated when the rotors are in motion under power as measured by an automated device as set out in clauses 5 and 6 of Schedule 5.

9.5 Operating Charges for Fixed Wing Aircraft

- a. Operating Charges for Fixed Wing aircraft will be due and payable to the Contractor for that period of time, between point of take-off and point of landing for each flight, that has been authorised by NAFC or a Member as measured by an automated device as set out in clauses 5 and 6 of Schedule 5.
- b. For Firebombing aircraft capable of self-filling by scooping water, Operating Charges will be payable for the period of time that the Aircraft is scooping during authorised flights, whether or not any part of the Aircraft is in contact with surface water.

9.6 Charges applicable to both Rotary Wing and Fixed Wing Aircraft

- a. Where operating time is measured by an automated device, the start event and finish events must be generated by a sensor acceptable to NAFC.
- b. Where an aircraft does not produce and transmit reliable event data required for determining Operating Charges as per clauses 9.4 and 9.5, then Operating Charges will be calculated as the period of time for authorised flights between the first tracking position transmitted after take-off to the last tracking position transmitted before landing, using the tracking data defined in clause 5 of Schedule 5. Where additional data can be obtained that is both verifiable and acceptable to NAFC such as ADSB data, this may be used to further determine the Operating Charges that apply to any flight.
- c. Where an Aircraft cannot produce and transmit reliable event data or tracking data, and if the Contractor has advised and obtained approval from NAFC or the Member; then Operating Charges may be calculated in accordance with clauses 9.4 and 9.5 using times manually recorded to the current minute. For clarity the current minute is the minute with no rounding up due to elapsed seconds.
- d. For the purpose of accounting and invoicing as provided in clause 5 of Schedule 3, Operating Charges will be calculated in decimal hours to the nearest one hundredth of an hour or better (i.e. with a precision of two decimal places or better).

9.7 Operating Charges not payable for

- a. Operating Charges will not be payable for:
 - i. any flight other than those specifically ordered by NAFC or a 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 a Member.

9.8 The Five Operating Hours

- a. Operating Charges will not be payable for up to five operating hours for each Service supplied in any Absolute Availability Service Period.
- b. The requirements around the use of these five operating hours are as follows:
 - i. they do not apply to Partial Availability Service Periods; and
 - ii. they are to be used within an Absolute Availability Service Period unless otherwise mutually agreed between a Member and the Contractor. The Contractor is not obliged to agree to provide the hours outside of an Absolute Availability Service Period; and
 - iii. the hours may only be used once in each year of the Contract Period, regardless of the number of Service Periods in each year; and
 - iv. any unused hours lapse at the end of each year of the Contract Period. Unused hours cannot accumulate or be carried forward to another year of the Contract Period; and
 - v. they may be used for training of NAFC or Member personnel or for media commitments, briefings, exercises or general demonstrations conducted by NAFC or a Member; and
 - vi. they will not be used by NAFC or a Member for actual fire or emergency operations; and
 - vii. they will not be used by the Contractor for required Flight Crew training; and
 - viii. they cannot be used by the Contractor to meet NAFC requirements that the Aircraft fly to confirm compliance with the provisions of the Contract under clause 6.4(a) and 6.10(a)(iv); and
 - ix. the hours are applicable to each individual Service and cannot be shared or transferred between different Services; and
 - x. a Member must give the Contractor reasonable notice of its intention to utilise the hours; and
 - xi. the Contractor is responsible for accounting for the hours under this clause and from time to time advising the Member of any remaining time.

9.9 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.

10. GENERAL

10.1 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 10.1(b).
- 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 procurement process; and
 - ii. all other documents provided by the Contractor to NAFC in relation to the subject matter of this Contract.

10.2 Waiver

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

10.3 Force Majeure

- a. If a Force Majeure Event occurs and prevents a party (in this clause the Affected Party) from performing in part or 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 10.3(a).
- d. If the Affected Party is the Contractor, then the onus is on the Contractor to prove that a Force Majeure Event has occurred. NAFC reserves the right in its absolute discretion to not accept that a Force Majeure Event has occurred.
- e. Further, given the nature of the Services required under this Contract, the Contractor will not claim it is affected by a Force Majeure Event by reason alone of the occurrence

of an incident or emergency or otherwise on account of the defined Operating Environment.

- f. If a Force Majeure Event occurs which prevents the Contractor from providing all or any of the Services or part thereof NAFC may make alternative arrangements for the provision of the Services or any part of them until the Force Majeure Event is overcome.
- g. If a Force Majeure Event occurs which prevents the Contractor from providing all or any of the Services or part thereof for a period greater than 14 days NAFC reserves the right to terminate this Contract or reduce the Services in accordance with clause 8.13.
- h. A Force Majeure Event does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- i. The Affected Party has no entitlement to, and the other party has no liability for any costs, losses, expenses, damages or the payment of any part of the Standing Charges or Commitment Charges during a Force Majeure Event. Payment of any Standing Charges or Commitment 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.

10.4 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 rights and 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 a 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.

10.5 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.

10.6 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.

10.7 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 a 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.

10.8 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.

10.9 No Relationship

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, or between a Member and the Contractor. Nothing in this Contract will be deemed to authorise or empower the Contractor to act as agent for NAFC or a Member.

10.10 Succession

- a. This Contract is binding on and made for NAFC and the Contractor, including their executors, administrators, successors and permitted assigns and substitutes.
- b. The Contractor will not assign this Contract or any of its rights, interests or obligations under this Contract without the prior written approval of the other party and subject to clause 5.14.
- c. NAFC may assign this Contract or any of its rights, interests or obligations under this Contract without the prior approval of the Contractor.
- d. Further, the Contractor will upon succession of this Contract, cooperate fully with any successor as reasonably required by NAFC, and take all reasonable steps to facilitate handover of the supply of the Services.

10.11 Counterparts

This Contract may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart is deemed to be an original of this Contract and all together constitute one agreement.

11. CORRESPONDENCE AND COMMUNICATION

11.1 Appointment of a Contract Manager

- a. The Contractor will appoint a Contract Manager for the Contract Period.
- b. 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.
- c. During any Service Period, the Contract Manager or their authorised agent must be located in Australia. Any authorised agent of the Contract Manager must have the full authority of the Contract Manager and the Contractor.
- d. During every Service Period the Contract Manager or their authorised agent must be immediately contactable, available and accessible to both NAFC and the Member. This requirement may be relaxed outside of a Service Period, so that the Contract Manager or their authorised agent is reasonably contactable, available and accessible to both NAFC and the Member.
- e. If the Contractor wishes to appoint a new or replacement Contract Manager then it must advise NAFC in writing prior to the appointment.
- f. Notwithstanding this clause 10.1 the appointment of a new or replacement Contract Manager will not require a variation to this Contract duly executed by the parties.

11.2 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 11.2 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 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
Australasian Fire and Emergency Service Authorities Council Limited
National Aerial Firefighting Centre
Level 1, 340 Albert Street
East Melbourne, Victoria 3002
AUSTRALIA

admin@nafc.org.au

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

Contract Manager: <enter name>
Postal Address: <enter postal address >
Physical Address: <enter physical address >
Email: <enter email address >
Mobile: <enter mobile number >

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 <name of Contractor> <Company ACN> 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

EXECUTED by AUSTRALASIAN FIRE AND EMERGENCY SERVICE AUTHORITIES COUNCIL LIMITED ACN 060 049 327 by being signed by those persons who are authorised to sign for AFAC:

Chief Executive Officer

Full Name

Stuart John Ellis

Usual Address

Level 1, 340 Albert Street

EAST MELBOURNE VIC 3002

Dated

SCHEDULE 1: SERVICE AND AIRCRAFT DETAILS

1. SERVICES TO BE PROVIDED

- a. 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 Service	<Primary or Secondary>
Schedules that apply to this Service	Schedules 1, 2, 3, 4 and 5 <Insert which Schedules A, B, C, D, E, F, G or H 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>
Additional Aircraft Features	<Insert any additional features>
Flight Rules	<Insert VFR or Night VFR or IFR as applicable>
Firebombing Delivery System	<Insert Firebombing Delivery System if applicable>
Secondary or Backup or Ancillary Firebombing Delivery System	<Insert Secondary or Backup or Ancillary Firebombing Delivery System if applicable>
Carriage of passengers	<Insert carriage of passengers if applicable>
Passenger Carrying Capability number	<Insert PCC number if applicable>
Fuelling Requirement	<Insert Wet-A, Wet-B or Dry as applicable>
Mobile Fuelling Unit	<Insert Mobile Fuelling Unit if applicable>
Support Vehicle	<Insert Support Vehicle if applicable>
Routinely self-fill from salt water	<Insert Yes or No>
Imaging Operations	<Insert infrared imaging equipment if applicable e.g.: FLIR>
Aerial incendiary operations	<Insert aerial incendiary operations if applicable>

Video Camera	<Insert Video Camera Make, Model and Series>
Aerial reconnaissance systems	<Insert type of aerial reconnaissance systems if applicable>

Rotary Wing Specific Requirements	
Aerial drip torch operations	<Insert aerial drip torch operations if applicable>
Winch Manufacturer and Model	<Insert Winch Manufacturer and Model if applicable>
Rappelling System	<Insert Rappelling System if applicable>
Rotary Wing – Landing Gear	<Insert type>
NVIS Operations	<Insert NVIS operation type – supervision and mapping or firebombing or n/a>

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

2. CONTRACTOR REQUIREMENTS

2.1 Performance Bond Details

The Contractor must provide the following in accordance with clause 5.18 of this Contract:

Contract Requirements	Amount
Performance Bond	\$<insert amount>

2.2 Insurance Details

The Contractor must provide the following in accordance with clause 5.19 of this Contract:

Insurance Type	Insured Amount
<i>e.g. Public liability</i>	<i>e.g. \$50,000,000</i>
<insert Insurance Type>	\$<insert as per table below>
<insert Insurance Type>	\$<insert as per table below>

<insert Insurance Type>	\$<insert as per table below>
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NOTE: The types and amount of insurance required will be dependent on the roles to be performed and the configuration of the aircraft and any MFU providing the Services as per the tables below.

Contractors are responsible for structuring their insurance so that it meets all of the requirements of clause 5.19.

<i>Aircraft Type (see clause 5.19 (a))</i>	<i>Minimum Public Liability Insurance Required</i>
<i>Light single engine fixed wing aircraft MTOW <5700kg, PCC < 5</i>	<i>\$20,000,000</i>
<i>Other conventional fixed-wing aircraft MTOW >5700kg, PCC >= 5</i>	<i>\$50,000,000</i>
<i>NAFC Type 4 fixed wing aircraft Single Engine Air Tankers</i>	<i>\$50,000,000</i>
<i>NAFC Type 1 or 2 fixed wing aircraft MTOW < 45,000 kg</i>	<i>\$100,000,000</i>
<i>NAFC Type 1 or 2 fixed wing aircraft MTOW >= 45,000 kg</i>	<i>\$150,000,000</i>
<i>All rotary wing Aircraft</i>	<i>\$50,000,000</i>
<i>Remotely Piloted Aircraft Systems</i>	<i>\$20,000,000</i>

<i>MFU insurance (see clause 5.19 (c))</i>	<i>Minimum Insurance Required</i>
<i>Fuelling operations public liability</i>	<i>\$20,000,000</i>
<i>Product liability</i>	<i>\$20,000,000</i>
<i>Fuelling vehicle public liability</i>	<i>\$20,000,000</i>
<i>Vehicle third party collision</i>	<i>Required</i>

In the tables above all figures are in Australian dollars; and

2.3 Quality Management

- The Contractor must have implemented quality management to a standard acceptable to NAFC.

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

NOTE: Tenders 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, or to provide evidence any audits of their quality management system in the last 12 months to NAFC. Tenderers would need to meet the costs of this evaluation or any audit.

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

2.4 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: Tenders must provide details of the safety management including any safety management system in place. Higher-ranked Tenderers may be asked to arrange for an independent evaluation of their safety management system, or to provide evidence any audits of their safety management system in the last 12 months to NAFC. Tenderers would need to meet the costs of this evaluation or any audit.

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

3. ADDITIONAL REQUIREMENTS

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

- a. <insert requirements here>

NOTE: If necessary, this clause will include any additional requirements, equipment, facilities, products or services tendered by the Contractor and accepted by NAFC.

SCHEDULE 2: SERVICE PERIODS AND AVAILABILITY

1. SERVICE TYPE

1.1 Service Type Generally

Each Service provided by the Contractor will be defined as either Primary or Secondary in the tables in clause 1 of Schedule 1.

1.2 Primary Service

A Primary Service means that in each year during the Contract Period, there is a guarantee that at least one Service Period will be activated. The Service Periods are as set out in clause 6 of Schedule 2.

1.3 Secondary Service

- a. A Secondary Service means that none of the Service Periods are guaranteed to occur.
- b. For a Secondary Service, a Service Period in any year of the Contract Period will only occur if activated by NAFC or a Member.
- c. Activation of a Service Period for a Secondary Service is by written or electronic notification by NAFC or the Member in accordance with the Contract as set out in clause 2.1(b) of Schedule 2.
- d. If a Service Period for a Secondary Service is activated, the Service Period will be a minimum continuous number of days as set out in clause 6 of Schedule 2.

2. AVAILABILITY

2.1 Commencement and Duration

- a. For any Primary Services or any activated Secondary Services, the Service Periods defined in clause 6 of Schedule 2, the Services are required to be Available, fully meeting the provisions, terms and conditions of this Contract.
- b. Service Periods will commence on a date notified in advance to the Contractor by NAFC or a Member no less than the Notice Period set out in clause 6 of Schedule 2, unless otherwise mutually agreed between NAFC or a Member and the Contractor.

NOTE: Tenderers must specify in their tender for each Service their proposed Notice Period. It is recommended that Tenderers tender the shortest practical Notice Period that they are capable of meeting. Shorter Notice Periods are preferred.

Where it will assist Tenderers 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.

It is preferred that Notice Periods are not less than 7 days or greater than 56 days (8 weeks).

- c. Any type of Service Periods may be extended by periods of not less than one day, at the discretion of NAFC or a Member, by a written notice to the Contractor at least 7 days in advance of any scheduled Service Period completion date.

3. ABSOLUTE AVAILABILITY SERVICE PERIODS

For Absolute Availability Service Periods the Service is required to be Available for every day of the Service Period in accordance with clause 6 of Schedule 2 of this Contract.

4. PARTIAL AVAILABILITY SERVICE PERIODS

- a. For Partial Availability Service Periods defined in this Schedule:
 - i. on any day or part thereof when the Service is required to be Available at the Nominated Response Time or is otherwise tasked by an authorised person to conduct operations, the Service will be in a state of Commitment; and
 - ii. a Member requiring the Service to be in a state of Commitment will provide the Contractor with advance notification in accordance with clause 6 of Schedule 2; provided that where Commitment status is required before 10:00 hours (Local Mean Time) on any day, then where the notice required for commitment is less than 14 hours then, notice will be given before 20:00 hours (Local Mean Time) on the preceding day, unless otherwise agreed by the Contractor; and
 - iii. the Commitment Charges detailed at clause 1 of Schedule 3 will only apply in respect of the Service when a 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 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 at clause 6 below will be structured according to the model offered and accepted.

5. AD HOC ENGAGEMENT

- a. Outside of any defined Absolute or Partial Availability Service Period a Member may engage the Service on an ad hoc basis by mutual agreement with the Contractor. For clarity this engagement will not require a variation to this Contract duly executed by the parties.
- b. The duration of any ad hoc engagement will vary according to the requirements of the Member and will be referred to as an ad hoc Service Period.
- c. NAFC or a Member will notify the Contractor in writing when any ad hoc engagement is to commence.
- d. The terms and conditions of this Contract will apply during any ad hoc engagement of the Service.

NOTE: The Contractor may choose to tender its aircraft and make them available to NAFC and the Members on an ad hoc basis outside of any Absolute or Partial Availability Service Periods. If a Service is

tendered as Available for ad-hoc engagement it must continue to meet the terms, conditions and standards as set out in this Contract during any ad hoc engagement. If a Service is tendered for ad hoc engagement availability under this Contract, and ultimately accepted by NAFC, then the aircraft may not be able to also be contracted for call when needed procurements by individual state and territories. The call when needed standards and requirements for individual states and territories may be different to ad hoc engagement standards and requirements sought by NAFC under this Contract.

6. SERVICE PERIODS, NOTICE, LENGTH, RESPONSE TIMES AND COMMITMENT

- a. The Service Periods, Availability, Notice Periods, Notice Period conditions, minimum Service Period length Nominated Response Times, Commitment Notice, Commitment conditions for the Services to be supplied by the Contractor are as follows:

Service No: <Insert Service ID> <Insert PRIMARY or SECONDARY>							
Service Period	Availability	Notice Period	Notice Period Conditions	Minimum Service Period Length	Nominated Response Time	Commitment Notice Required	Commitment Conditions
<Service Period ID> (Summer)	<Absolute / Partial>	<Number> Days	<if applicable>	<Number> Days	<Number> Minutes	<Number> Hours	<if applicable>
<Service Period ID> (Spring)	<Absolute / Partial>	<Number> Days	<if applicable>	<Number> Days	<Number> Minutes	<Number> Hours	<if applicable>
<Service Period ID> (Autumn)	<Absolute / Partial>	<Number> Days	<if applicable>	<Number> Days	<Number> Minutes	<Number> Hours	<if applicable>
<Service Period ID> (Ad hoc)	<Ad hoc >	<Number> of hours / days or as agreed>	<if applicable>	Nil	<Number> Minutes	Not applicable	Not applicable

6.2 Additional Information

- a. The Aircraft used by the Contractor to supply Service <insert Service ID>

SCHEDULE 3: CONTRACT PRICES AND INVOICING

1. CHARGES FOR SERVICES

1.1 All Charges applicable to the Services

- a. All charges, including Standing, Operating, Commitment, Ferry and Ad hoc Engagement, are in \$AUD, excluding GST:

<Insert Service Period ID> <Insert PRIMARY or SECONDARY>					
	2018-2019 Service Period	2019-2020 Service Period	2020-2021 Service Period	2021-2022 Service Period (if Contract Period is extended)	2022-2023 Service Period (if Contract Period is extended)
Standing Charge for the minimum Service Period length	\$<Insert amount> per day	\$<Insert amount> per day	\$<Insert amount> per day	\$<Insert amount> per day	\$<Insert amount> per day
Standing Charge for any extension to the minimum Service Period length	\$<Insert amount> per day	\$<Insert amount> per day	\$<Insert amount> per day	\$<Insert amount> per day	\$<Insert amount> per day
Commitment Charge for any days of a Partial Availability Service Period	\$<Insert amount> per day	\$<Insert amount> per day	\$<Insert amount> per day	\$<Insert amount> per day	\$<Insert amount> per day
Operating Charge during the minimum Service Period length	\$<Insert amount> per hour	\$<Insert amount> per hour	\$<Insert amount> per hour	\$<Insert amount> per hour	\$<Insert amount> per hour
Operating Charge during any extension to the minimum Service Period length	\$<Insert amount> per hour	\$<Insert amount> per hour	\$<Insert amount> per hour	\$<Insert amount> per hour	\$<Insert amount> per hour
Operating Hours included per Service Period (in addition to the 5 hours specified at Clause 9.8 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>
		<i>NOTE: These columns will only be included if applicable. See 2.1 Annual Rise and Fall below.</i>			
Ferry Flight Operating Charge during any Service Period	\$<Insert amount> per hour	\$<Insert amount> per hour	\$<Insert amount> per hour	\$<Insert amount> per hour	\$<Insert amount> per hour
Ad Hoc Standing Charge for ad hoc engagement	\$<Insert amount> per day	\$<Insert amount> per day	\$<Insert amount> per day	\$<Insert amount> per day	\$<Insert amount> per day

	<Insert any other applicable charges tendered and accepted>	<Insert any other applicable charges tendered and accepted>	<Insert any other applicable charges tendered and accepted>	<Insert any other applicable charges tendered and accepted>	<Insert any other applicable charges tendered and accepted>
Ad Hoc Operating Charge during any ad hoc engagement	\$<Insert amount> per hour <Insert any other applicable charges tendered and accepted>	\$<Insert amount> per hour <Insert any other applicable charges tendered and accepted>	\$<Insert amount> per hour <Insert any other applicable charges tendered and accepted>	\$<Insert amount> per hour <Insert any other applicable charges tendered and accepted>	\$<Insert amount> per hour <Insert any other applicable charges tendered and accepted>

NOTE: The Contract Prices of successful Tenderers will be inserted into the above table, for each contracted Service Period. This table will be replicated if necessary for multiple Services and Services Periods.

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

For ad hoc engagement the Charges table may be modified as required, according to the pricing model tendered and accepted.

1.2 Charges for ad hoc engagement

NOTE: This clause is the default position for charges for ad hoc engagement of a Service, unless a Tenderer advises otherwise in its submission.

- a. If an ad hoc engagement Service Period outside any defined Absolute or Partial Availability Service Periods is agreed between NAFC or a Member and the Contractor, then the Standing and Operating Charges will be as specified in the appropriate rows of clause 1.1 in Schedule 3.
- b. If charges for ad hoc engagement are not otherwise specified then the charges will be the same as those Standing and Operating Charges as set out in clause 1.1 of Schedule 3 for the relevant minimum Service Period length for that Service.

1.3 Mobilisation and demobilisation charges

NOTE: This clause will detail the mobilisation and demobilisation charges if applicable. If there are no mobilisation or demobilisation charges detailed by a Contractor, then it will be assumed that the costs associated with mobilisation and demobilisation have been amortised (i.e. built in) to Standing Charges and Operating Charges. For Primary Contracts, it is preferred that the mobilisation and demobilisation charges are amortised.

There are no applicable mobilisation and demobilisation charges for this Service.

1.4 Mobile Fuelling Unit

All charges, for a MFU when the Aircraft is operating in excess of a 150km radius from the NOB, are to be determined in accordance with the *NAFC Standard PR-005 - Pricing for Refuelling Vehicles*.

NOTE: This clause will detail any charges associated with the operation of the MFU (if applicable) when the Aircraft is operating in excess of a 150km radius from the NOB, or where otherwise required by a Member. If no alternative charges are specifically tendered and accepted, charges will be determined in accordance with NAFC Standard PR-005 - Pricing for Refuelling Vehicles.

1.5 Other charges

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

2. VARIATIONS TO CONTRACT PRICE

2.1 Annual Rise and Fall

NOTE: This clause will only be included if the Tenderer elects in their tender to exercise annual rise and fall provisions.

- a. During the Contract Period, except for the first year of the Contract Period, Contract Prices will be varied as set out below.
- b. If any annual rise and fall provisions are exercised and the Contract Price or a component of the Contract Price is varied subject to those provisions, then any calculations and adjustments of the Contract Price will be made on 1 August each year, except for the first year.
- 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. Where a Service Period commences after 1 June and prior to 1 August, except in the first year, any variation applied will be applied from the date of commencement of the Service Period.

*NOTE: It is **preferred** that the Contract Prices in each year are the same as the prices applicable in the first year (i.e. no annual rise and fall). If the Tenderer chooses to tender annual rise and fall, only the following options may be used:*

- I. *a component of the Contract Price is subject to CPI variation, or partial CPI variation, each year using CPI as defined in the Contract at clause 2.1 of this Schedule; or*
- II. *Actual prices are specified for each year of the Contract; or*
- III. *Prices are subject to a fixed percentage increase or decrease for each year of the Contract Period.*

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 Tenderer elects in their tender to exercise the standard exchange rate variation model.

- 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 business 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.

- 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, Commitment Charges, Operating Charges and mobilisation/demobilisation charges, if applicable.

- f. On 1 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 1 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 1 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 in 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:

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

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 31 July 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.

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 Tenderer elects in their Tender to exercise the standard fuel price variation model.

- a. During the Contract Period the Operating Charge will be varied, when applicable, relative to the aviation fuel price as set out below.
- b. 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 information provided in the Tender.

In order to allow NAFC to standardise the Benchmark Fuel Price, 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 tenderers who are invited to submit prices at Stage 2).

- c. The source of the Reference Fuel Price (RF) will be <Reference Fuel Price will be inserted here>.

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 will be the Caltex Reference Price Advice (this Advice can be made available as an email subscription service from Caltex Australia Petroleum Pty Ltd).

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

- f. 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(c) of this Schedule

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

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

- g. 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 of this Schedule.

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%.

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.

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

2.4 Calculation of Price Variation

Where there is any variation of Contract Prices in accordance with this Contract, the Contractor is responsible for independently calculating and confirming the revised Contract Prices.

3. SUBSTITUTE OR ADDITIONAL SERVICE, AIRCRAFT OR COMPONENT

3.1 Contract Price for Substitute Aircraft or components

- 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.

3.2 Contract Price for additional Services

- a. Additional Services will be provided by the Contractor to NAFC at the rates for the equivalent contracted Service as detailed in this Schedule. Excess mobilisation/demobilisation costs for additional Services, if applicable, may be reimbursed to the Contractor at cost, provided that NAFC has agreed to those costs prior to the engagement of the additional Services.
- b. Where the Contractor provides additional Services that have a capacity or performance that exceeds the equivalent contracted Service, the Contract Price payable in relation to the additional Services must not increase.
- c. Where the Contractor provides additional Services that have a capacity or performance that is less than the equivalent 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.

4. FUEL PURCHASED FROM NAFC

4.1 Services providing fuel as Wet A or Wet B

NOTE: Not applicable to any Services operating as "Dry".

- a. For Wet-A or Wet-B Services, if NAFC or a Member purchases or supplies aviation fuel which is used by the Contractor, the Contractor is liable for the cost of that fuel. The cost of the fuel will be separately invoiced or accounted for by the Member. Unless otherwise agreed, the price of the fuel will be as follows:
 - i. the price actually paid for the fuel by NAFC or the Member, which may include the reasonable costs, if any, of transport and supply of the fuel. NAFC or the Member will take reasonable steps to mitigate these costs; or
 - ii. where the Contractor has, in the reasonable opinion of NAFC or the Member, failed to meet its obligations under this contract to supply fuel to the Contractor's Aircraft, the price will be the price actually paid for the fuel by NAFC or the Member, which may include the reasonable costs, if any, of transport and supply of the fuel, plus a margin of up to 20% to cover administrative and billing expenses.

5. INVOICING AND PAYMENTS

5.1 Form of Invoicing

Invoicing and payments for Services must be in accordance with *NAFC Standard PR-008-Invoicing and Payments*.

SPECIMEN

SCHEDULE 4: PERSONNEL

1. PERSONNEL REQUIREMENTS

- a. The Contractor will ensure that any Flight Crew and Crewperson provided to pilot, operate or crew the Aircraft under this Contract are 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. The Contractor will ensure that the Flight Crew, Crewpersons and other key Personnel involved with the delivery of Rotary Wing Services or self-filling Fixed Wing Firebombing Services, have successfully completed a course in Aircraft Underwater Escape Training (AUET) with a provider and to a syllabus acceptable to NAFC. Initial AUET training or refresher training must be successfully completed within the three years prior to that person delivering any Services at any point in time.
- g. The Contractor will ensure that Flight Crew, Crewpersons, the Refuelling Operator (if applicable) 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 an accredited course in Basic Wildfire Awareness (VRQA Code 22288VIC).
- h. 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.
- i. 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.

- j. 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 a Member, at no cost to NAFC.
- k. 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.
- l. 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

The Contractor will ensure that all Crewpersons meet the approval and licensing requirements of CASA and are also 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

- a. 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.
- b. The Contractor must ensure that its pilots and co-pilots undertaking firefighting operations complete, at the Contractor's own expense, any competency-based certification systems, including ground and air training in various aspects of Aerial Firefighting required by CASA and/or reasonably required by a Member.
- c. The Contractor will ensure that the pilot in the command of the Aircraft has flown a minimum of 1500 hours as pilot in command.
- d. The Contractor will ensure that the pilot of the Aircraft that may undertake Firebombing has flown a minimum of 1000 hours total time in agricultural operations or in similar operations certified by the Chief Pilot of the Contractor as providing equivalent experience to agricultural operations. This clause does not apply to pilots provided for Air Attack Supervision Aircraft or Specialist Intelligence Gathering Aircraft.
- e. The Contractor will ensure that the pilot in command of the Aircraft has flown a minimum of 100 hours total time in agricultural operations or in firefighting operations at low level in mountainous or heavily dissected terrain or in similar operations as certified by the Chief Pilot of the Contractor as providing equivalent experience to operations in a mountainous environment. The Contractor will ensure that the pilot in command of any Air Attack Supervision Aircraft has flown a minimum of 25 hours total time in agricultural operations or firefighting operations under the conditions outlined in this clause. This clause does not apply to pilots provided for Fixed Wing Specialist Intelligence Gathering Aircraft.
- f. The Contractor will ensure that the pilot in command of the Aircraft that may undertake Firebombing has a minimum of 50 hours total time of Firebombing experience. This clause does not apply to pilots provided for Air Attack Supervision Aircraft or Specialist Intelligence Gathering Aircraft.

- g. The Contractor will ensure that the pilot in command of any Air Attack Supervision Aircraft or Specialist Intelligence Gathering 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.
- h. 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.
- i. The Contractor will ensure that the pilot in command of the Aircraft has flown a minimum of five 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.
- j. The Contractor will ensure that the pilot in command of any Firebombing Aircraft has dropped a minimum of 10 loads of Fire Retardant or Fire Suppressant under the supervision and to the full satisfaction of a person authorised by a Member during actual or simulated Aerial Firefighting operations. This clause does not apply to pilots provided for Air Attack Supervision Aircraft or Specialist Intelligence Gathering Aircraft.
- k. 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.
- l. The Contractor will ensure that the co-pilot of the Aircraft has flown a minimum of five 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.
- m. 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.
- n. The Contractor will ensure that the pilots of the Aircraft that may undertake Firebombing must be able to drop Fire Retardant or Fire Suppressant to a standard of accuracy reasonably acceptable to NAFC.
- o. 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 PROTECTIVE EQUIPMENT REQUIREMENTS

Flight Crew and Crewpersons providing Services must be equipped with or carry personal protective equipment to meet the requirements of the *NAFC Standard OPS-018 Personal Protective Equipment*.

SCHEDULE 5: AIRCRAFT

1. GENERAL AIRCRAFT SPECIFICATIONS

- a. Aircraft must be in good condition.
- b. Rotary Wing Aircraft must be powered by a gas turbine engine(s).
- c. [Preferred] Fixed Wing Aircraft must be either multi-engined or, if single-engined, must be powered by a gas turbine engine.
- d. Fixed Wing Aircraft used for Firebombing must be either multi-engined or, if single-engined, must be powered by a gas turbine engine.
- e. 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. For Rotary Wing Aircraft with Firebombing tanks where a deployed hover-fill snorkel requires the Aircraft hold a Special Certificate of Airworthiness (e.g. Restricted Category) then a dual Certificate of Airworthiness is acceptable, provided the Standard Certificate of Airworthiness applies when the snorkel is stowed or removed.
- f. The Aircraft must use only aviation grade fuel that has been approved by the engine manufacturer and by CASA for use in the Aircraft.
- g. 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.
- h. The Contractor will ensure 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:
 - i. removing equipment not required for the delivery of the Services; and
 - ii. equipping the Aircraft with appropriate performance enhancing devices.
- i. 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.
- j. 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.
- k. Where the Aircraft may purge a quantity of fuel to the ground on engine shutdown, start-up 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.
- l. The Contractor must have a trend monitoring system to monitor and record a range of flight, aircraft and engine parameters. The system will enable the storage of the records and the Contractor will maintain the records for at least 90 days. The Contractor will make the records available to NAFC upon request.

- m. [Preferred] The trend monitoring system referred to in Schedule 5 clause 1(l) will be electronic and automatic.

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.

2. AIRCRAFT MAINTENANCE

- a. The Aircraft must be airworthy and maintained in accordance with requirements of CASA and the legislative requirements of the country of registration.
- b. The Contractor acknowledges and accepts that the timely provision of high quality and reliable maintenance to the Aircraft is the responsibility of the Contractor.
- c. 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.
- d. The Contractor will take all reasonable steps to ensure that scheduled and unscheduled maintenance to the Aircraft is undertaken so as to avoid disruption to the supply of the Service.
- e. Where disruption to the Service due to maintenance is unavoidable and will make the Service Available (Limited) or Not Available, the Contractor must:
 - i. provide NAFC or the Member with as much notice as possible of the status of the Aircraft, and not less than 24 hours' notice; and
 - ii. advise the period of the time that the Aircraft will be of that status.
- f. Prior to the commencement of any Service Period the Contractor must demonstrate to the satisfaction of NAFC the following with regard to the Aircraft:
 - i. 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
 - ii. a major inspection, if required under the maintenance system employed, must not fall due during any Service Period; and
 - iii. 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.

3. AVIONICS AND COMMUNICATIONS

- a. To comply with this Contract, the Contractor must meet all avionics and communications requirements as set out in *NAFC Standard OPS-020 Avionics and Communications*.
- b. 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

any Service not meeting the required standards at any time immediately prior to or during any Service Period may be considered Not Available.

- c. 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.
- d. 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.

NOTE: Tenderers are advised to also particularly note the additional avionics and communication requirements in Schedules B, C, D and E, where applicable.

4. GLOBAL POSITIONING SYSTEMS

The Contractor must ensure the Aircraft are equipped with GPS / GNSS equipment to meet the requirements of *NAFC Standard OPS-013 Aircraft GPS / GNSS*.

5. TRACKING SYSTEMS

- a. The Contractor must ensure the Aircraft are equipped with tracking equipment to meet the position reporting requirements of the *NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging*.
- b. The Contractor must ensure that arrangements to forward the data required by the *NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging* are active at all times when the Aircraft is in a Service Period, and at all times when the Aircraft is otherwise engaged by a Member, and that Aircraft not meeting required standards at any time immediately prior to or during any Service Period may be considered Not Available.
- c. The Contractor is responsible for the fitting and installation of all GPS and tracking and other equipment required by this Contract including:
 - i. obtaining necessary approvals and authorisations; and
 - ii. ongoing maintenance of the installation; and
 - iii. supplying any additional wiring, plugs, cabling and aerials that may be necessary for any particular installation.
- d. Where required by a Member, Aircraft must be fitted with additional equipment to enable agency tracking systems to operate. This equipment may include an additional external GPS antenna, a GPS and radio modem. The detailed requirements for installation of additional equipment are available from the Member requiring the installation.

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.

- e. 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, tracking and associated equipment will be returned to the Member at the conclusion of the Contract Period.

6. EVENT REPORTING

- a. The Contractor must ensure the Aircraft are equipped with event reporting equipment to meet the engine and flight event reporting requirements of the *NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging*.
- b. The Contractor must ensure that Aircraft conducting Firebombing operations are equipped with event reporting equipment which meets the firebombing event requirements of the *NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging*.

7. MESSAGING SYSTEMS

[Optional] The Contractor must ensure Aircraft are equipped with messaging equipment to meet the messaging requirements of the *NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging*.

8. SEATING, SEATBELTS AND SAFETY HARNESES

- a. Aircraft must be equipped with seating, seatbelts and safety harnesses to meet the requirements of the *NAFC Standard OPS-010 Seating, Seatbelts and Safety Harnesses*.
- b. Where the Service requirements of this Contract specify that the Aircraft be capable of carrying passengers the Aircraft must be equipped with seating, seatbelts and safety harnesses which meet all of the requirements of the *NAFC Standard OPS-010 Seating, Seatbelts and Safety Harnesses* to permit passenger seating to the normal carrying capacity of the Aircraft, unless otherwise agreed in writing between NAFC and the Contractor.

9. WIRE STRIKE PROTECTION

Aircraft must be equipped with wire strike protection to meet the requirements of the *NAFC Standard OPS-011 Wire Strike Protection*.

10. VISIBILITY, RECOGNITION AND PRESENTATION

- a. Aircraft must be equipped and maintained to meet the requirements of the *NAFC Standard OPS-012 Visibility, Recognition and Presentation*.
- b. 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.
- c. Aircraft will, at the discretion of NAFC, be required to display the corporate identification of a Member or 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 a Member. All necessary corporate identification will be fully provided and fully paid for by the Contractor.
- d. 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.

11. ANCILLARY EQUIPMENT

- a. Aircraft must be equipped with or carry equipment to meet the requirements of the *NAFC Standard OPS-016 Ancillary Equipment*.
- b. 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 Aerial Firefighting and other emergency related operations and activities.

12. OPERATIONAL DOCUMENTS

- a. Aircraft must carry documentation to meet the requirements of the *NAFC Standard OPS-017 Operational Documents*.
- b. Aircraft must carry such other operational documentation as may be required by NAFC or a Member from time to time.

13. EXTERNAL RECORDING CAMERAS

- a. [Optional] The Aircraft will be equipped with a video recording camera or cameras, specified in Schedule 1, that record the external environment of the Aircraft during ground and flight operations.
- b. Cameras fitted to satisfy clause 13(a) of this Schedule will record digital video to removable media that accommodates at least four hours of recording prior to being overwritten.
- c. Where a single video recording camera is fitted to satisfy clause 13(a) of this Schedule, it will be forward facing.
- d. For Firebombing aircraft which have more than one video recording camera fitted a camera shall be positioned so that it can capture a view of the flight of any Firebombing load dropped, where practical.
- e. 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 cameras 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 to a ground station in real-time or near real-time for wider distribution.

14. ROTARY WING AIRCRAFT – CARGO

- a. Rotary Wing Aircraft not equipped with a Firebombing tank must have installed an approved cargo hook.

- b. Rotary Wing Aircraft equipped with a Firebombing tank that precludes installation of a cargo hook must have an approved cargo hook available at or within reasonable proximity to the NOB, and the Contractor must have the ability remove the Firebombing tank and to install the cargo hook with equipment and Personnel available at the NOB or within reasonable proximity to the NOB.
- c. Rotary Wing Aircraft equipped with a cargo hook at any particular time must carry at least one cargo net of a size appropriate to the external load capabilities of the helicopter, plus at least one cargo stop and a set of appropriate shackles and swivels.
- d. Rotary Wing Aircraft must have available at the NOB a selection of appropriate cargo stops and shackles and swivels.

15. ROTARY WING AIRCRAFT – LANDING GEAR

- a. Rotary Wing Aircraft must be equipped with landing gear that provides the maximum clearance below the aircraft or Firebombing tank while it is on the ground.
- b. Where specified in Schedule 1 Rotary Wing Aircraft must be equipped with the extended height landing gear specified in Schedule 1.

16. ROTARY WING AIRCRAFT – HOVER EMPLANING AND DEPLANING

- a. Rotary Wing Aircraft capable of carrying passengers must provide the capability of emplaning and deplaning passengers in a low hover.
- b. Where Schedule 1 specifies that Rotary Wing Aircraft are required to be capable of carrying passengers the Contractor must ensure that all necessary approvals and supplements are in place for operations requiring emplaning and deplaning of passengers in a low hover.
- c. The Contractor must ensure that Flight Crew supplied to operate the Rotary Wing Aircraft capable of carrying passengers are suitably qualified and experienced to conduct operations requiring emplaning and deplaning of passengers in a low hover, under the conditions typically experienced in firefighting and other emergency operations and activities and in the Operating Environment.

17. AERIAL IGNITION OPERATIONS

- a. Services required to undertake aerial incendiary operations (refer to clause 1 of Schedule 1) must provide aircraft that are modified and approved for the carriage and operation of either their own or a Members' aerial incendiary equipment.
- b. Services required to undertake aerial drip torch operations (refer to clause 1 of Schedule 1) must provide aircraft that:
 - i. are modified and approved for the carriage and operation of either their own or a Members' aerial drip torch equipment; and
 - ii. include external load mirrors to enable the pilot and front passenger to view the operation of the aerial drip torch equipment.

18. IMAGING OPERATIONS

- a. Services required to undertake imaging operations (refer to clause 1 of Schedule 1) must provide aircraft that are configured so that either their own or a Member's imaging equipment can be readily fitted and removed from the Aircraft without requiring anyone other than the equipment operator and the pilot. This may require:
 - i. the fitting of an external mount for camera/sensor; and
 - ii. the fitting of internal monitors, operator control units, laptop PC, data transmission and interface boxes; and
 - iii. necessary cabling between external and internal units; and
 - iv. the fitting and cabling of two external telephone antennas; and
 - v. the fitting of a suitable GPS antenna to the tail of the helicopter; and
 - vi. the provision of suitable electrical power.
- b. The Contractor will ensure that if any imaging equipment is supplied by a Member it is securely handled and stored as agreed with a Member.

19. AERIAL RECONNAISSANCE SYSTEMS

NOTE: This clause will only be included where it is specified by a Member as required for a particular Service as set out in the Table of Services.

For Services required to provide aerial reconnaissance systems the aircraft must be equipped with systems which provide for the acquisition and near real time transmission of still or video images from one or more cameras as specified in Schedule 1.

SCHEDULE A: FIREBOMBING AIRCRAFT

1. APPLICATION OF SCHEDULE

The clauses of this Schedule A will apply to those Services specified in Schedule 1 of this Contract.

2. FIREBOMBING OPERATIONS

- a. Aircraft must be equipped with the Firebombing Delivery System specified in Schedule 1.
- b. The Aircraft must be equipped with a Firebombing Delivery System that is approved for use on the Aircraft by a Member purchasing the Services.

NOTE: Given the range of delivery systems and aircraft types available for Aerial Firefighting, many with variations between models, it has been found necessary to approve each individual aircraft type/delivery system combination. Australian fire and land management agencies are developing a common system for testing and approval, however, further research and development is required before this approach is fully implemented. Refer to NAFC Standard OPS-001-“Approval of firebombing delivery systems” for further information.

- c. Firebombing Delivery Systems must be able to be loaded with, and must be capable of delivering, fresh and brackish water without impediment.
- d. Aircraft will only be required to carry products that are qualified for the aircraft type.
- e. Firebombing Delivery Systems must be able to be loaded with, and must be capable of delivering approved Fire Retardant Slurry and Fire Suppressant Solutions without impediment.
- f. High Volume Rotary Wing Aircraft, long-line bucket Rotary Wing Aircraft; and self-filling (scooping or skimming) Fixed Wing Aircraft must, or where required by Schedule 1, be able to routinely self-fill from salt water.
- g. Rotary Wing Aircraft must be capable of hover-filling.
- h. [Preferred] Tank-equipped Rotary Wing Aircraft must have an operational “offload” system; i.e. be capable of delivering all or part of the load in a controlled fashion, whilst the aircraft hovers, via a hose with a diameter in the order of 38mm, and a length of at least 80 metres.
- i. Tank-equipped Rotary Wing Aircraft undertaking rappel operations must have an operational “offload” system; i.e. be capable of delivering all or part of the load in a controlled fashion, whilst the aircraft hovers, via a hose with a diameter in the order of 38mm, and a length of at least 80 metres.

NOTE: The intent of the above two clauses is to specify that an offload system is required for tank-equipped rappel aircraft, and is preferred for other tank-equipped aircraft.

- j. Tank-equipped Rotary Wing Aircraft must have an approved firebombing bucket available at the NOB and the capability to either:
 - i. attach and operate the bucket without removing the tank; or
 - ii. remove the tank and attach the bucket.

NOTE: For some Services (refer to the Invitation to Tender document) it is preferred that the tank can be removed and the bucket fitted within one hour, using facilities and Personnel normally available at the NOB or within reasonable proximity to the NOB.

- k. In the case of NAFC Type 1 Rotary Wing Aircraft (including High Volume), the bucket required at clause 2(f) of this Schedule, must be a long-line bucket meeting the specifications in clause 2(f) of this Schedule.
- l. Where the Service requirements of this Contract require that the Aircraft be equipped with a Firebombing bucket, the bucket provided must be of the maximum capacity appropriate to the aircraft.
- m. Where the Service requirements of this Contract require that the Aircraft be equipped with a Firebombing bucket, there must be an additional approved Firebombing bucket of equivalent capacity available at the NOB, which will be used in the event of failure of the primary bucket.
- n. Where the Service requirements of this Contract require that the Aircraft be equipped with a long-line bucket:
 - i. the bucket must be capable of multi-drop and bottom-fill; and
 - ii. bucket operations will normally be conducted with a 150 foot (approx. 46 metres) long-line; and
 - iii. remote hook release on the long-line is required; and
 - iv. the Aircraft must be suitably equipped for safe, efficient single-pilot (if applicable) long-line operations, including a door and/or window arrangement that allows the pilot to keep the load in direct line of sight, whilst monitoring key flight and engine instruments; and
 - v. the Aircraft must also be capable of operations where the bucket is attached to the cargo hook without the use of a long-line (either directly or via a short line or strop); and
 - vi. the Contractor will have available at the NOB an additional cargo long-line (remote release not required) no less than 50 feet (16 metres).
- o. Aerial Firefighting tank and bucket systems must at all times be maintained in good condition and will include an effective seal to prevent any leakage of tank or bucket contents.
- p. Aerial Firefighting tank and bucket systems must be kept clean of any chemical or substance other than those prescribed by NAFC.
- q. Where available for the aircraft model, aircraft must be fitted with operational windshield wipers and windshield washers. An exception to this requirement may be made, at the discretion of NAFC where:
 - i. the Service requirements of this Contract require that the Aircraft be equipped with a long-line bucket; or
 - ii. the Contractor is able to demonstrate that regular use of windshield wipers would reduce visibility through the windshield through scratching or crazing.

- r. Aircraft capable of self-filling the Firebombing Delivery System must be equipped with CASA approved life vests for each person on board, which must be worn when the Aircraft is conducting Firebombing operations.
- s. Aircraft must be equipped with a siren system capable of alerting crews on the ground of an impending drop.
- t. The siren system required by clause 2(s) above must be powered by a protected power supply separate to that which supplies any radios.

3. FIRST LOAD FACILITY

- a. If the Contract requires the provision of the Services of NAFC Type 4 Fixed Wing Aircraft for firebombing, the Contractor must ensure that at each NOB where a contracted Type 4 Fixed Wing Aircraft is based, there is a facility that will allow a Type 4 Fixed Wing Aircraft to be dispatched with a load of Fire Retardant Slurry or Fire Suppressant Solution without delay.
- b. The facility must be of a standard acceptable to the Member
- c. Unless otherwise specified in this Contract, Fire Retardant Concentrate or Fire Suppressant Concentrate to be used in preparing Fire Retardant Slurry or Fire Suppressant Solution in the first load facility will be supplied by the Member.

SCHEDULE B: AIR ATTACK SUPERVISION AIRCRAFT

1. APPLICATION OF SCHEDULE

The clauses of Schedule B will apply to those Services specified in Schedule 1.

2. GENERAL

The Aircraft must be capable of carrying passengers as a Charter operation during Daylight under the Visual Flight Rules (VFR) in accordance with clause 5.8 of the Contract.

3. AVIONICS AND COMMUNICATIONS

In addition to the avionics and communication requirements of Schedule 5, Aircraft must meet all avionics and communications requirements for Air Attack Supervision Aircraft as set out in *NAFC Standard OPS-020 Avionics and Communications*.

4. FIREBOMBING OPERATIONS

- a. If required by a Member, Rotary Wing Aircraft must be equipped with the Firebombing Delivery System specified in Schedule 1.

NOTE: Rotary Wing Air Attack Supervision Aircraft, unless otherwise specifically stated for a particular Service, must have available a Firebombing bucket of a capacity appropriate to the Aircraft. This capability is provided as an ancillary capability, and it is expected that it would only be used infrequently.

- b. To meet the provisions of Schedule B clause 4(a) above the Contractor will ensure that the pilot of Rotary Wing Aircraft provided for Air Attack Supervision is suitably qualified and capable to safely and effectively undertake Firebombing.

SCHEDULE C: SPECIALIST INTELLIGENCE GATHERING AIRCRAFT

1. APPLICATION OF SCHEDULE

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

2. AVIONICS AND COMMUNICATIONS

In addition to the avionics and communication requirements of Schedule 5, Aircraft must meet all avionics and communications requirements for Air Attack Supervision Aircraft as set out in *NAFC Standard OPS-020 Avionics and Communications*.

NOTE: This Schedule will detail specialist intelligence gathering aircraft and associated systems to be provided by the Contractor, and will be structured according to the solution offered and accepted.

Following is very broad guidance as to the minimum requirements expected of a specialist intelligence gathering aircraft and how a solution might be implemented, however, alternative approaches or equipment may well provide satisfactory outcomes. Tenderers should outline their proposed solutions in detail including the offer of additional capabilities.

General requirements

The Contractor will supply and operate an Aircraft equipped with an integrated electronic system for the acquisition, processing and transmission of images and other related data and information that will assist a Member in dealing with bushfire and other emergency situations.

The images and other information acquired are expected to assist a Member in planning its response to the emergency and in the provision of information to the community. A key requirement therefore is that the images and related information are available to a Member, on the ground, in near real time, and in a form that a Member can easily integrate with other information.

A key aim is to fully realise the advantages of the use of an aircraft as an information gathering platform, and potentially to provide information when other means of intelligence gathering are limited. This means that any system should be capable of providing synoptic or overview type information regarding bushfires, including large fires and especially fast moving fires. It should be capable of gathering fire information through smoke and haze and ideally should be capable of working at night. Ideally the system will be able to obtain good quality information at a reasonable distance from a fire or other emergency incident. The system, including the Aircraft platform, must be capable of working effectively, and providing high quality information, in the conditions typically encountered when large bushfires are occurring.

Images acquired may be sequential still images or video images. There is a preference for video to be fully digital from the sensor, as this has been found to improve flexibility of processing and integration.

Images must be acquired in at least one thermal infrared band and in the visible spectrum. Images must contain or include sufficient metadata to geolocate the image and determine the aspect of the image. Ideally any images, video or still, will be able to be fully georectified.

It is envisaged that the system on board the Aircraft will comprise the following, fully integrated elements:

<i>Infrared and daylight imaging device or devices</i>	<i>Typical examples would include gimballed, optically stabilised imagers. Stabilised pushbroom or similar scanning imagers may be an acceptable alternative. It is important that the imagers offer a field of view and focal length appropriate to image typical bushfires from the range of flying heights applicable to the Aircraft. It is also important that imagers are specifically tuned to image bushfires, in order to reduce the possibility of detector saturation and image artefacts.</i>
<i>Image processing, rectification and data integration system</i>	<p><i>The processing system should be capable of integrating processed images with other data, such as map layers. Processed images should, as far as practicable be in industry standard formats and available in near real time (as a guide, less than 10 minutes from acquisition).</i></p> <p><i>The processing system should also be capable of separating out specific data – e.g. thermal data from background data and separately processing this data.</i></p>
<i>Recording, storage and retrieval of acquired data</i>	<i>The system should be provide for storage of all data acquired during several days of intensive missions.</i>
<i>Storage and retrieval of other digital data, such as map layers, for integration with acquired data;</i>	
<i>In-aircraft display of acquired images</i>	<i>Displayed images should be integrated with map data and display sufficient information to provide overall situational awareness for Personnel on board the aircraft.</i>

<p><i>Some form of broadband point-to-point communications to deliver data-intensive information (if required) directly to users on the ground</i></p>	<p><i>Typical solutions would provide line of sight communication of high bandwidth digital data with a fixed or mobile ground receiving station when the Aircraft is within 75 kilometres of the ground station, whilst airborne at a height typically used in image acquisition.</i></p> <p><i>High bandwidth point to point communication may not be required if data is processed to reduce bandwidth and/or if the wide area communication system is sufficiently capable.</i></p>
<p><i>Some form of wide area communications to deliver compressed or selected images and other data to users on the ground</i></p>	<p><i>The wide area communication system would typically rely on a network of ground stations such as an existing mobile telephone network, or a satellite based data communication system.</i></p>
<p><i>[Preferred] A system for measuring and recording ambient atmospheric conditions and transmitting meteorological data to selected ground stations</i></p>	

It is also envisaged that the Contractor would provide or ensure:

<p><i>Integration of transmitted digital data with the Geographic Information System (GIS) operated by a Member</i></p>	<p><i>Digital data should be provided in a format that can be readily integrated</i></p> <p><i>Most Members are currently operating some form of ArcGIS</i></p>
<p><i>Suitably competent and qualified Personnel to operate the equipment</i></p>	<p><i>Personnel requirements will depend on the nature of the solution offered.</i></p> <p><i>Similarly, any requirement for Member's Personnel to be involved in operation of the system, or to be on board the Aircraft, will depend on the solution offered.</i></p>
<p><i>Fixed ground station equipment for broadband data communications</i></p>	<p><i>Including installation, in collaboration with a Member, at a location specified by a Member and agreed by the Contractor.</i></p>

<i>[Preferred] Additional portable or mobile ground station equipment for broadband data communications</i>	
<i>Communications spectrum and equipment licenses where required</i>	
<i>A suitable Aircraft, including crew</i>	<p><i>The Aircraft must have appropriate flight and handling characteristics to safely and efficiently carry and operate the intelligence gathering, data integration and communications equipment. Range and endurance are other important considerations for intelligence gathering aircraft.</i></p> <p><i>Notwithstanding the other provisions of this Contract, it is preferred that the Aircraft have the capability to acquire specialist intelligence at night.</i></p> <p><i>Notwithstanding the other provisions of this Contract, it is optional that the Aircraft have the capability to operate under the Instrument Flight Rules.</i></p>
<i>An ergonomic and safe working environment in the aircraft</i>	<p><i>Considering, for example, aspects such as crew comfort, readability of displays, seating and seatbelt requirements for operators working at consoles.</i></p> <p><i>In addition to the Avionics and Communication requirements of Schedule 1, the Aircraft would need to meet the Avionics and Communications requirements for Air Attack Supervision Aircraft in Schedule B.</i></p>
<i>Effective, safe and legal installation and integration of systems in the Aircraft</i>	<i>Contractor is responsible for all approvals, authorisations and licences.</i>

SCHEDULE D: WINCHING

1. APPLICATION OF SCHEDULE

The clauses of Schedule D will apply to those Services specified in Schedule 1.

2. AVIONICS AND COMMUNICATIONS

In addition to the avionics and communication requirements of Schedule 5, Aircraft must meet all avionics and communications requirements for Winching and Rappel Aircraft as set out in *NAFC Standard OPS-020 Avionics and Communications*.

3. WINCHING

- a. The Aircraft must at all times when required by a Member be equipped with the winch specified in Schedule 1.
- b. The winch must at all times be maintained according to the winch manufacturers' requirements.
- c. The Contractor must ensure that when required by NAFC a suitably qualified and experienced Crewperson is available to conduct winching operations.
- d. The Contractor must ensure that the Flight Crew supplied to operate this Service are suitably qualified and experienced to conduct winching operations under the conditions typically experienced in fire and other emergency operations and activities and in the Operating Environment.
- e. The Contractor must ensure that all necessary approvals are obtained to conduct winching operations, including the provision of a detailed supplement to the Contractor's operations manual.
- f. The Contractor must, at the Contractor's expense, maintain a check and training system to ensure the competency and currency of Flight Crew and Crewpersons in winching operations.
- g. If required by a Member, the Contractor must provide, at the Contractor's expense, a certificate issued under the civil aviation regulations or an equivalent Supplemental Type Certification, to operate the winch without ballistic cable cutters (if fitted) enabled.
- h. The winching operations must be conducted in accordance with Australian civil aviation legislation and regulations and a Member's operating procedures.
- i. The Contractor acknowledges and agrees that the winching capability may be subject to regular audit by a Member purchasing the Services.

SCHEDULE E: RAPPELLING

1. APPLICATION OF SCHEDULE

The clauses of Schedule E will apply to those Services specified in Schedule 1.

2. AVIONICS AND COMMUNICATIONS

In addition to the avionics and communication requirements of Schedule 5, Aircraft must meet all avionics and communications requirements for Winching and Rappel Aircraft as set out in *NAFC Standard OPS-020 Avionics and Communications*.

3. RAPPELLING

- a. The Aircraft must at all times when required by a Member be equipped with the rappelling equipment specified in Schedule 1.
- b. The rappelling equipment must at all times be maintained in good condition.
- c. The Contractor must ensure that Flight Crew supplied to operate this Service are suitably qualified and experienced to conduct rappelling under the conditions typically experienced in fire and other emergency operations and activities.
- d. The Contractor must ensure that all necessary approvals are obtained to conduct rappelling operations, including the provision of a detailed supplement to the Contractor's operations manual.
- e. The Contractor must at the Contractor's expense, maintain a check and training system to ensure the competency and currency of Flight Crew in rappelling operations.
- f. The rappelling operations must be conducted in accordance with Australian civil aviation legislation and regulations and a Member's operating procedures.
- g. The Contractor acknowledges and agrees that the rappelling capability may be subject to regular audit by a Member purchasing the Services.

SCHEDULE F: MOBILE FUELLING UNIT

1. APPLICATION OF SCHEDULE

The clauses of Schedule F will apply to those Services specified in Schedule 1.

2. MOBILE FUELLING UNIT

- a. The Contractor must provide a MFU with a Refuelling Operator and must utilise this facility to supply fuel to the Aircraft when required.
- b. A MFU will include the Personnel and equipment required to fuel the Aircraft “in-field”.
- c. The MFU will be equipped, licensed and insured and its Personnel will also be appropriately trained, equipped, licensed and insured to carry out such fuelling.
- d. The Contractor acknowledges and agrees that the MFU may be subject to detailed audit by NAFC at any time.

3. FUELLING REQUIREMENT DURING ANY SERVICE PERIOD

- a. During any Service Period the Contractor will ensure that at any time a MFU is positioned at the NOB, or such other location which in the reasonable opinion of both the Contractor and Member will ensure optimum support to the Aircraft in carrying out the tasks and will minimise any delays in fuelling.
- b. The Contractor will ensure that a MFU is supplied with aviation fuel to allow for the performance of the tasks by the Aircraft without interruption.
- c. The Contractor will be responsible for resupply of fuel to the MFU.
- d. A MFU will at the commencement of any day of a Service Period carry sufficient fuel for the Aircraft it supports to operate for at least ten hours under typical firefighting conditions.
- e. For Type 1 Rotary Wing aircraft conducting firebombing tasks the MFU will at the commencement of any day of a Service Period carry sufficient fuel for at least ten hours of operation under typical firefighting conditions for the Aircraft it supports and for one additional NAFC Type 3 Rotary Wing aircraft, whether or not that Type 3 aircraft is supplied by the Contractor.
- f. The Contractor will ensure at all times that a MFU, Refuelling Operator and equipment used in the fuelling complies with any applicable legislation or regulations of the state or territory in which the Contractor is operating.
- g. A MFU must be operated by an appropriately licensed Refuelling Operator with aircraft fuelling qualifications and experience deemed suitable by relevant state and federal legislation and regulations for the purpose of carrying out safe and effective aircraft fuelling and other associated operations.
- h. The Contractor must ensure that any MFU is approved by the appropriate fuel suppliers to access fuel at all of the supplier’s fuel supply terminals.

4. FUELLING OTHER AIRCRAFT

- a. The MFU will on occasion be reasonably required by NAFC or a Member to fuel other aircraft operators' aircraft which are conducting operations for NAFC or Members.
- b. If the Contractor is required by NAFC or a Member to fuel other aircraft, then the Contractor will make available its MFU to fuel any aircraft operating under the direction of a Member as long as doing so does not, in the reasonable opinion of NAFC or a Member, adversely affect the Contractor's ability to provide the Services under this Contract.
- c. The Contractor will maintain systems for invoicing and receiving payment for fuel supplied to other aircraft.
- d. If a Contractor has fuelled another aircraft operating under the direction of a Member, the Contractor can issue an invoice to the other aircraft operator for that fuel at a price which covers the reasonable costs of supplying the fuel. In determining the price of fuel supplied, the Contractor will conform with any guidance provided by NAFC in the form of a *NAFC Guidance Note*. It is not intended that the Contractor will profit from the supply of the fuel;
- e. The Contractor may refuse to supply fuel to another aircraft operator on credit where the Contractor reasonably doubts that it will be paid for the fuel supplied. However, this right of refusal can only be exercised if the Contractor has provided the Member at least two days prior notice to the Member, together with supporting evidence of persistent default on payment of previous invoices by the other aircraft operator.
- f. For the avoidance of doubt, the provisions of this clause 4 apply only to fuel supplied from an MFU provided by the Contractor under this Contract.

5. REQUIREMENTS FOR VEHICLES AND EQUIPMENT

- a. The Contractor must ensure that the MFU is fitted with all equipment necessary for the purpose of carrying out safe and effective fuelling and other associated operations, including all equipment necessary to ensure fuel quality and to contain any fuel spillages.
- b. Any MFU must be fitted with calibrated equipment to accurately measure and clearly display the quantity of fuel delivered into any aircraft.
- c. The Contractor must at all times during a Service Period ensure that the MFU has current, valid, accurate and complete records for the following:
 - i. pressure testing on all hoses;
 - ii. tank inspection;
 - iii. filter change inspection;
 - iv. pressure gauge testing;
 - v. meter calibration; and
 - vi. delivery systems inspection.

- d. Any MFU vehicle provided must be diesel powered and be in good condition.
- e. Any MFU with a Gross Vehicle Mass greater than 12 tonnes must be fitted with an operational engine exhaust brake system.
- f. Any MFU must be appropriately licensed and equipped for the transport of aviation fuel
- g. Any MFU must be fitted with a high visibility strobing amber light, first aid kit and fire extinguisher.
- h. If required by a Member, the MFU and towing vehicle, if applicable, must be equipped with a siren system and high visibility strobing red and blue lights.
- i. Any MFU must be equipped with a GPS receiver capable of displaying position in Latitude and Longitude and in Universal Transverse Mercator (UTM) format using GDA94 datum.
- j. Any MFU must be equipped with a mobile telephone active on a network acceptable to NAFC.
- k. Any MFU must be equipped with an auxiliary radio transceiver, provided to the Contractor on a loan basis by a Member.
- l. The Contractor must ensure any MFU is equipped with tracking equipment to meet the position reporting requirements of the *NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging*.
- m. Where required by a Member, any MFU must be fitted with a GPS antenna and a GPS and radio modem supplied, on a loan basis, by a Member. 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.

- n. If required by a Member, all on-loan radio transceiver, GPS and associated equipment will be returned to a Member at the conclusion of each Service Period. All on-loan radio transceiver, GPS and associated equipment will be returned to a Member at the conclusion of the Contract Period.
- o. The Contractor will be responsible for installing at the Contractors expense, all auxiliary radio transceivers, telephones, GPS services and lights and any other equipment required by the Contract including obtaining any necessary approvals and certifications.
- p. The MFU must be fitted with all equipment necessary for the purpose of carrying out safe and effective aircraft fuelling and other associated operations, including equipment necessary to ensure fuel quality and equipment required to contain fuel spillages.
- q. If the Aircraft is a Rotary Wing Aircraft the MFU must be capable of conducting “hot refuelling” operations, including any approvals or authorisations required by the relevant fuel suppliers and by state and federal legislation and regulation.
- r. [Preferred] If the Aircraft is a Rotary Wing Aircraft capable of pressure fuelling, the MFU must have the capability for pressure fuelling.

6. STATUTORY, REGULATORY & GENERAL REQUIREMENTS FOR MOBILE FUELLING UNITS

- a. The MFU must operate in accordance with civil aviation legislation, regulations and orders and with the requirements of CASA.
- b. The MFU must also operate in accordance with all applicable legislation and regulations in each and every jurisdiction in which it provides the Services.
- c. The MFU must operate in accordance with Australian Standards and relevant state and federal legislation and regulations including, but not limited to, legislation and regulations applying to the transport of dangerous goods.
- d. When providing fuel to any aircraft the MFU must meet or exceed the operating provisions of the most current edition at any given time of the operating policies and procedures of the relevant Member.

7. REFUELLING OPERATORS

- a. The Refuelling Operator will at times have available personal effects and requirements sufficient to allow for operation away from the NOB for periods up to six consecutive days.
- b. Whilst conducting fuelling operations, the Refuelling Operator must at all times:
 - i. wear appropriate gloves; and
 - ii. wear fire retardant or natural fibre protective clothing extending to boots and gloves; and
 - iii. wear leather or fire retardant safety footwear which provides ankle support; and
 - iv. not wear garments made from synthetic or other material with low temperature melting characteristic, low flashpoint or high flammability.
- c. The Refuelling Operator must maintain clear, legible and accurate detailed records of fuel dispensed to a standard acceptable to NAFC.
- d. The Refuelling Operator 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.

SCHEDULE G: NIGHT VISION IMAGING SYSTEM OPERATIONS

NOTE: This Schedule will detail specialist Night Vision Imaging System (NVIS) to be provided by the Contractor, and Operations under Night Vision Goggles.

This schedule will be modified according to the solution offered and accepted.

1. APPLICATION OF SCHEDULE

The clauses of Schedule G will apply to those Services specified in Schedule 1.

2. AVIONICS AND COMMUNICATIONS

In addition to the avionics and communication requirements of Schedule 5, Aircraft conducting NVIS Aerial Firefighting Support operations must meet all avionics and communications requirements for Air Attack Supervision Aircraft as set out in *NAFC Standard OPS-020 Avionics and Communications*.

3. NVIS OPERATIONS

- a. The Aircraft will be configured to undertake NVIS operations as required by the Member.
- b. The Aircraft will be fitted with internal and external lighting to comply with NVIS operations.
- c. The Contractor will ensure that Flight Crew supplied to operate this Service are suitably qualified and experienced to conduct NVIS under the conditions typically experienced in fire and other emergency operations and activities.
- d. The Contractor will ensure that all necessary approvals are obtained to conduct NVIS operations, including the provision of a detailed supplement to the Contractor's Operations Manual.
- e. The Contractor will, at the Contractor's expense, maintain a check and training system to ensure the competency and currency of Flight Crew in NVIS operations.
- f. The Contractor acknowledges and agrees that the NVIS capability may be subject to regular audit by the Member purchasing the Services.
- g. The Contractor will, ensure Flight Crew are provided with Contractor owned and maintained NVIS equipment.
- h. The Contractor will, maintain availability of two sets of Contractor owned and maintained Night Vision Goggles for NVIS operations unless otherwise agreed with the Member.

4. NVIS AERIAL FIREFIGHTING SUPPORT (SUPERVISION AND MAPPING)

NOTE: This clause will only be included where it is specified NVIS aerial firefighting support (supervision and mapping) is required for a particular Service as set out in the Table of Services.

The Service specified in Schedule 1 will undertake NVIS aerial firefighting support (supervision and mapping) operations as required by the Member.

5. NVIS AERIAL FIREFIGHTING (FIREBOMBING)

NOTE: This clause will only be included where it is specified NVIS aerial firefighting (night firebombing) is required for a particular Service as set out in the Table of Services.

The Service specified in Schedule 1 will undertake NVIS aerial firefighting (firebombing) operations as required by the Member.

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SCHEDULE H: MULTI ENGINE AIR TANKERS

Any specific requirements for Multi Engine Airtankers would be included in this Schedule.

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ATTACHMENT 1: ADDITIONAL DOCUMENTATION

1. ADDITIONAL DOCUMENTS

- a. The Contractor will comply with the relevant policies or standard operating procedures, as determined from time to time, by a Member in accordance with clause 1.2 of the Contract.
- b. In addition: **<insert any additional documents or information from the Member>**

NOTE: This attachment will contain any additional documentation, policies or procedures relevant to a specific Service where required

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