



Participation Deed for Call When Needed Services

BETWEEN

AUSTRALASIAN FIRE AND EMERGENCY SERVICE AUTHORITIES COUNCIL LIMITED (AFAC)

(ACN 060 049 327)

Level 1, 340 Albert Street EAST MELBOURNE VIC 3002

AND

The Contractor

SAMPLE

COMMERCIAL IN CONFIDENCE

This Participation Agreement (**Deed**) 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

Contractor name (ACN XXXXXXX) of insert address (Contractor)

IT IS AGREED

1. AGREEMENT TO PROVIDE THE SERVICES

1.1 Under this Deed, AFAC has accepted the submission of the Contractor to have its approved Services included in ARENA as an offer to the Members, on and subject to the terms and conditions contained in this Deed, as follows:

- a. by entering into this Deed, AFAC has accepted the Contractor as an approved supplier of CWN services, and agrees for the Contractor's Services to be included in ARENA accordingly;
- b. the inclusion of the Contractor's Services in ARENA is an offer from the Contractor to supply the Services that are specified in ARENA on a non-exclusive, CWN basis to any Member (unless otherwise specified in ARENA); and
- c. Members may access ARENA from time to time, as needed, and issue Standby/Dispatches to approved CWN Contractors, requesting services to be provided.

1.2 This Deed does not imply any guarantee or obligation by:

- a. the Contractor that it will accept to supply the Services for any particular volume or at all, or
- b. AFAC or the Members that any Member will call upon the Contractor for the supply of the Services for any particular volume or at all.

2. GENERAL

2.1 This Deed is to confirm that a Contract has been entered into between AFAC and the Contractor. The terms of the "CWN Master Services Agreement" (**Master Services Agreement** or **MSA**), as amended from time to time in accordance with its terms and made available on the NAFC website [here](#), will govern the terms and conditions of this Deed. This Deed together with the Master Services Agreement forms the Contract between AFAC and the Contractor.

- a. This Deed must be read in conjunction with the Master Services Agreement and any documents referred to in the Master Services Agreement, including NAFC Standards and Member policies and operating procedures.
- b. In this Deed (and in the Master Services Agreement), capitalised terms have the meaning given in the Defined Terms glossary available on the NAFC website [here](#), which document is incorporated into this Deed by reference.

- 2.2 The Contractor is responsible for:
- a. ensuring ongoing compliance with all parts of this Deed and the Master Services Agreement at all times the Contractor makes its Services available for use by any Member; and
 - b. providing current information in ARENA, including but not limited to the Contractor's offered Services, their Availability, and Contract Prices.
- 2.3 The Contractor has fully informed itself about all aspects of the work involved in performing the Services and has represented to AFAC and the Members that it has the skills, resources and experience necessary to perform and provide the Services when required by the Members and achieve the Performance Measures throughout the Contract Period.
- 2.4 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.

3. CONTRACT PERIOD

- 3.1 This Deed continues for the Contract Period unless terminated earlier in accordance with its terms.
- 3.2 AFAC may offer the Contractor a subsequent CWN contract after the Expiry Date.

4. DETAILS

Item No.	Item	Details
Contract Period		
1.	Commencement Date	The date of execution of this Deed.
2.	ARENA Extract Date	The date specified in the extract from ARENA shown in Schedule 2. (From time to time AFAC may produce an extract of ARENA for reference of the parties only.)
3.	Contract Period	From the Commencement Date until the Expiry Date.
4.	Expiry Date	In accordance with clause 6.7 of the MSA, this Contract, unless terminated earlier, ends when either party gives to the other party written notice to terminate. The First Contract Review Date is [insert date, e.g. 30 June 2029].
Parties		
5.	AFAC	Australasian Fire and Emergency Service Authorities Council Limited (ACN 060 049 327)
6.	Contractor	Contractor name (ACN XXXXXXXX)

7.	AFAC notice details	National Aerial Firefighting Centre (NAFC) Address: Level 1, 340 Albert Street EAST MELBOURNE VIC 3002 Email: tenders@nafc.org.au
8.	Contract Manager	The Contractor's contact manager as designated in ARENA.

Services		
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9.	Services	<p>The Contractor's Services are, subject to the MSA, those included in ARENA which the Contractor has agreed to offer (and AFAC has accepted that offer) to supply to Members on a CWN basis in accordance with the terms of this Deed.</p> <p>For reference only:</p> <ul style="list-style-type: none"> • The Services offered by the Contractor as at the Commencement Date, is shown in Schedule 1. • An extract from ARENA as at ARENA Extract Date, showing the Services offered by the Contractor as at the date, may be included in Schedule 2. <p>The Services include but will not be limited to the following:</p> <ol style="list-style-type: none"> a. performing 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, that may include provision of the following aviation services: <ol style="list-style-type: none"> i. Firebombing, in which case Schedule A of the Master Services Agreement, which sets out requirements for services involving Firebombing Aircraft, applies to the provision of the Services; ii. Air Attack Supervision, in which case Schedule B of the Master Services Agreement, which sets out requirements for Air Attack Supervision Aircraft, applies to the provision of the Services; iii. Specialist Intelligence Gathering (SIG), in which case Schedule C of the Master Services Agreement, which sets out requirements for Specialist Intelligence Gathering Aircraft, applies to the provision of the Services; iv. Winching, in which case Schedule D of the Master Services Agreement, which sets out requirements for Winching, applies to the provision of the Services; v. Rappelling, in which case Schedule E of the Master Services Agreement, which sets out requirements for Rappelling, applies to the provision of the Services; vi. Services that involve the provision of a MFU (i.e. Services either for a MFU on its own or an Aircraft on a Wet-A minus basis), in which case Schedule F of the Master Services Agreement, which sets out requirements for MFUs, applies to the provision of the Services;
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		<ul style="list-style-type: none"> vii. Night Vision Imaging Systems (NVIS) operations, in which case Schedule G of the Master Services Agreement, which sets out requirements for NVIS operations, applies to the provision of the Services; viii. Multi Engine Air Tanker (i.e. LAT) Services, in which case Schedule H of the Master Services Agreement, which sets out requirements for aircraft that are Multi Engine Air Tankers, applies to the provision of the Services; <ul style="list-style-type: none"> b. providing the above aviation services in the Operating Environment; c. ensuring the performance of the above under the direction of the Liable Member and in accordance with the terms of this Deed; d. when required, deployment to remote areas to provide the Services in those locations; e. when required, maintaining preparedness to deliver the above; f. when required, standing by and maintaining a required level of readiness; and g. ensuring that the Aircraft is supplied with sufficient fuel.
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10.	Aircraft and CWN Equipment	<p>The Contractor’s aviation and other assets used to deliver the Services are those included in ARENA with approvals as shown in ARENA from time to time.</p> <p>For reference only:</p> <ul style="list-style-type: none"> • The Aircraft associated with each Service offered by the Contractor as at the Commencement Date, is shown in Schedule 1. • An extract from ARENA as at ARENA Extract Date, showing the Aircraft associated with each Service offered by the Contractor as at that date, may be included in Schedule 2.
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Contract Prices

11.	Contract Prices	<p>The Contractor’s approved Contract Prices are those included in ARENA from time to time for supply of Services by the Contractor.</p> <p>For reference only:</p> <ul style="list-style-type: none"> • The Contract Prices as at the Commencement Date, is shown in Schedule 1. • An extract from ARENA as at ARENA Extract Date, showing the Aircraft associated with each Service offered by the contractor as at that date, may be included in Schedule 2.
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Quality

12.	Performance Measures	<p>performance Measures include, though may be reasonably amended or added to by AFAC or the Liable Member:</p> <ul style="list-style-type: none"> a. Invoicing: All invoices correctly rendered and received. b. Aircraft tracking data: Aircraft meet the position reporting requirements of the NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging. c. Flight Operations Return: Flight Operations Returns must be consistent with aircraft tracking data.
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		<ul style="list-style-type: none"> d. Contractor details up to date: All Contractor details and Service details must be completed, maintained and up to date in ARENA, including insurances and CASA authorisations (AOC/AWC). e. Contractor availability current: Availability details in ARENA must be current, accurate and achievable. f. Compliance: The Services requested by Standby/Dispatch must be supplied by the Contractor at the time/date requested by the Liable Member to the standards and quality identified within this Deed including the Specifications. g. Publicity: No publicity without consent, in accordance with the relevant terms of the Master Services Agreement.
13.	Specifications	<p>Without limitation, the Contractor must provide the Services in accordance with the following:</p> <ul style="list-style-type: none"> a. Contract Prices approved and registered in ARENA. b. The Contractor's Tender response. c. Member policies and procedures: Any Liable Member's policies, codes, guidelines, standards and standard operating procedures that are notified to the Contractor from time to time as being mandatory at any time in advance of issuing a Standby/Dispatch as applicable to the Services including any amendments as notified in writing from time to time.
Other		
14.	Tender / Submission	<p>[Option 1] This Deed is being entered into pursuant to the [insert name] Tender as uploaded to ARENA.</p> <p>[Option 2] This Deed is not being entered into pursuant to a Tender.</p>
15.	Attachments	[Insert any others]
16.	Special Conditions (if any)	[Insert or N/A]

Executed as a Deed:

EXECUTED by **Contractor** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):
[signature block to be amended if the signatory is an individual]

Signature of Director

Full Name

Usual Address

Signature of 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

Usual Address

Level 1, 340 Albert Street

EAST MELBOURNE VIC 3002

Schedule 1 Details as at the Commencement Date

See attached.

[Note: Contractor specific information will be incorporated through an attachment]

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Schedule 2 Details as at the ARENA Extract Date

May be provided by AFAC to the Contractor from time to time, for reference only.

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