

# Expansion Protocol Deed - User funder

Dated

QR Network Pty Limited (ACN [ ]) ("QR Network")  
[ ] (ACN [ ]) ("Proponent")

***[Note: Form of agreement is subject to development, including compliance with security of payment legislation; GST issues and other legal issues.]***

**Mallesons Stephen Jaques**

Level 61  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
Australia  
T +61 2 9296 2000  
F +61 2 9296 3999  
DX 113 Sydney  
[www.mallesons.com](http://www.mallesons.com)

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## Contents

<b>Details</b>	<b>1</b>	
<b>General terms</b>	<b>2</b>	
<b>1</b>	<b>Definitions and Interpretation</b>	<b>2</b>
1.1	Definitions	2
1.2	Interpretation	4
<b>2</b>	<b>General</b>	<b>4</b>
2.1	Term	4
2.2	Development stages	5
2.3	Cost	5
2.4	Drawdowns	5
2.5	Repayment	5
<b>3</b>	<b>Planning and design</b>	<b>5</b>
3.1	Feasibility and Pre-Feasibility	5
3.2	QR Network's design obligations	6
3.3	Design approval	6
<b>4</b>	<b>Approvals</b>	<b>7</b>
4.1	Environmental	7
4.2	Proponent approval	7
4.3	Maximum Funded Amount	7
<b>5</b>	<b>Construction</b>	<b>8</b>
5.1	Commencement of construction	8
5.2	Construction	8
<b>6</b>	<b>Completion</b>	<b>9</b>
6.1	Practical Completion	9
<b>7</b>	<b>Reporting and access</b>	<b>9</b>
7.1	Reports	9
7.2	Access to records	9
7.3	Site access	9
7.4	Independent engineer	9
<b>8</b>	<b>Access</b>	<b>10</b>
8.1	Access	10
8.2	First right of access	10
<b>9</b>	<b>Insurance</b>	<b>10</b>
9.1	Insurance	10

<b>10</b>	<b>Security</b>	<b>10</b>
<b>11</b>	<b>Charging arrangements</b>	<b>11</b>
11.1	Expansion Rate of Return	11
11.2	Usage charges	11
11.3	Capital rebate	11
<b>12</b>	<b>Liability</b>	<b>11</b>
12.1	Claims	11
12.2	Notice of Claims	11
12.3	Time limit on Claims	12
12.4	Maximum Liability	12
12.5	Consequential Loss	12
12.6	Indemnity	12
12.7	Liquidated Damages	12
<b>13</b>	<b>Force Majeure</b>	<b>13</b>
13.1	Force Majeure	13
13.2	No release or discharge	13
13.3	Notice in writing	13
13.4	Mitigation	13
13.5	Definition	14
13.6	Non-exhaustive list	14
<b>14</b>	<b>Termination</b>	<b>14</b>
14.1	General	14
14.2	Event of Default	14
<b>15</b>	<b>Dispute Resolution</b>	<b>14</b>
15.1	Notice of dispute	14
15.2	Negotiation	14
15.3	Arbitration	15
<b>16</b>	<b>Events of Default</b>	<b>15</b>
<b>17</b>	<b>Notices and other communications</b>	<b>15</b>
17.1	Form - all communications	15
17.2	Form - communications sent by email	16
17.3	Delivery	16
17.4	When effective	16
17.5	When taken to be received	16
17.6	Receipt outside business hours	16
<b>18</b>	<b>Miscellaneous</b>	<b>17</b>
18.1	Governing Law	17
18.2	No restriction	17
18.3	No assignment	17
18.4	Confidentiality	17
18.5	Entire agreement	17
18.6	Nature of the relationship	17
18.7	Joint and several	17
18.8	Approvals and consents	17
18.9	Costs	18

18.10	Severability	18
18.11	Counterparts	18
	<b>Schedule 1 - Insurance requirements (clause 9.1)</b>	<b>24</b>
	<b>Signing page</b>	<b>26</b>

# Expansion Protocol Deed - User funder

## Details

<b>Parties</b>	<b>QR Network and Proponent</b>	
<b>QR Network</b>	Name	<b>QR Network Pty Limited</b>
	ABN/ACN/ARBN	[ ]
	Address	[ ]
	Telephone	[ ]
	Fax	[ ]
	Attention	[ ]
<b>Proponent</b>	Name	[ ]
	ABN/ACN/ARBN	[ ]
	Address	[ ]
	Telephone	[ ]
	Fax	[ ]
	Attention	[ ]
<b>Recitals</b>	<b>A</b>	QR Network owns, and is the Accredited Railway Manager of, the Network.
	<b>B</b>	The Proponent wishes to fund the Expansion to the Network.
	<b>C</b>	QR Network agrees to undertake the Expansion to the Network on the terms and conditions set out in this deed.
<b>Governing law</b>	Queensland	
<b>Date of deed</b>	See Signing page	

# Expansion Protocol Deed - User funder

## General terms

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### 1 Definitions and Interpretation

#### 1.1 Definitions

In this deed, unless the context otherwise requires:

**Access Undertaking** means QR Network's Access Undertaking as approved by the Queensland Competition Authority from time to time.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Brisbane.

**Claim** means any action, proceeding, claim, demand, damage, loss, cost, liability or expense, including the costs and expenses of defending or settling any action, proceeding, claim or demand.

**Consequential Loss** means:

- (a) any special, indirect or consequential loss or damage;
- (b) any economic loss in respect of any claim in tort;
- (c) any loss of profits, loss of production, loss of revenue, loss of use, loss of contract, loss of opportunity, loss of goodwill or wasted overheads whatsoever;
- (d) any loss arising out of any Claim by a third party (other than a Claim in respect of loss or destruction of or damage to real or personal property or personal injury to or death of any person),

but does not include, in respect of any personal injury claim, special loss or economic loss as those terms are used in the context of personal injury claims.

**CRIMP** means the Coal Rail Infrastructure Master Plan as defined in the Access Undertaking.

**Design** means the design of the Network Expansion to be prepared by the Proponent in accordance with clause 3.

**Environment** means all of the physical surroundings of humans including:

- (a) land, water, atmosphere, climate, sound, odour and taste;
- (b) the biological factors of animals and plants; and
- (c) the social factor of aesthetics affecting any human individually or in their social groupings.

**Event of Default** has the meaning given to it in clause [ ].

**Expanded Capacity** means the additional Network capacity that will be available for use following completion of the Expansion.

**Expansion** means the design and construction of the [*Note: insert description of the expansion or extension to be carried out by the Proponent*].

**Expansion Rate of Return** means the rate of return defined in accordance with clause 11.1.

**Government Agency** means any government, governmental, semi-governmental, administrative, fiscal or judicial body department, commission, authority, tribunal, agency or entity and includes any other person authorised by law to give consents or impose requirements in connection with the Environment.

**Interest Rate** means BBSW plus 4%, or if the BBSW rate ceases to be published, another rate selected by the Proponent as being reasonably equivalent to it.

**Law** includes:

- (a) any law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency; and
- (b) any statute, regulation, proclamation, ordinance or by-law in:
  - (i) Australia; or
  - (ii) any other jurisdiction.

**Maximum Funded Amount** has the meaning given to it in clause 4.3.

**Network** means that part of the network of rail transport infrastructure (as defined in the Transport Infrastructure Act) for which QR Network is the Accredited Railway Manager, as modified or upgraded from time to time.

**Network Expansion** means the Expansion, when constructed.

**Practical Completion** is that stage in carrying out the Expansion when:

- (a) the Expansion conforms with the design approved by QR Network in accordance with clause 3.3 and is complete except for minor defects:
  - (i) which do not prevent the Expansion from being reasonably capable of being used for its stated purpose;
  - (ii) which QR Network determines the Proponent has reasonable grounds for not promptly rectifying; and
  - (iii) the rectification of which will not prejudice the convenient use of the Expansion; and
- (b) all information, which is essential for the use, occupation and maintenance of the Expansion has been supplied by the Proponent.

**Pre-Feasibility Study Funding Agreement** means the agreement for use in respect of the funding of pre-feasibility studies by applicants for expanded capacity in accordance with section 7.5.3 of the Access Undertaking.

**Railway Manager** has the meaning given to that term in the Transport Infrastructure Act.

**Train** means any configuration of rollingstock operating as a unit on the Network and/or Network Expansion.

**Train Service** means the running of a Train between specified origins and destinations.

**Transport Infrastructure Act** means the *Transport Infrastructure Act 1994* (Qld).

## 1.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) a reference to this deed includes all schedules and annexures to this deed;
- (b) a reference to including, includes or include must be read as if it is followed by (without limitation);
- (c) a reference to a party is to a party to this deed;
- (d) the singular includes the plural and vice-versa;
- (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;
- (f) a reference to any party includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (g) a reference to \$, AUD or dollar is to the lawful currency of the Commonwealth of Australia;
- (h) headings (including those in brackets at the beginning of paragraphs), tables of contents, indexes and words in brackets are for convenience only and do not form part of this deed or affect its interpretation; and
- (i) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

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## 2 General

### 2.1 Term

This deed commences on the date of execution and continues until the earlier of:

- (a) the date on which the parties have performed their respective obligations under this deed; or
- (b) the date that this deed is terminated.

## 2.2 Development stages

- (a) The Proponent may terminate this deed by notice at any of the following stages:
  - (i) following the concept stage;
  - (ii) following the pre-feasibility stage;
  - (iii) following the feasibility stage;
  - (iv) following the design stage; or
  - (v) following final approval, but prior to entry into of construction contracts,

subject in each case to the reimbursement of the costs incurred by QR Network in accordance with this agreement up to the date of termination;

- (b) The Proponent may terminate this deed following the entry into of construction contracts but prior to the commencement of operations on site, subject to the reimbursement of the costs incurred by QR Network in accordance with this agreement up to the date of termination plus any unavoidable break costs or demobilisation costs incurred in accordance with the construction contracts.

## 2.3 Cost

The Proponent will be responsible for all costs associated with the Expansion, incurred in accordance with this deed, up to the Maximum Funding Amount.

## 2.4 Drawdowns

The Proponent must advance costs due in accordance with clause 2.3 only where no Event of Default is ongoing and it is provided with a drawdown notice which:

- (a) gives at least 14 days prior notice of the date of payment;
- (b) provides details of all the costs to be paid, including copies of all relevant third party invoice.

## 2.5 Repayment

Where this deed is terminated by the Proponent in accordance with clause 14, QR Network must repay all sums advanced by the Proponent plus simple interest calculated at the Interest Rate (at the date of termination) from the date of drawdown to the date of repayment.

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# 3 Planning and design

## 3.1 Feasibility and Pre-Feasibility

- (a) Without limiting paragraph (a), QR Network must provide full and open access to all prefeasibility and/or feasibility studies:
  - (i) undertaken:

- (A) in accordance with section 7.5.3 of the Access Undertaking; or
  - (B) otherwise approved under the CRIMP,
- (b) to the extent that the Proponent has either funded the study or agrees to reimburse the cost of the study to the party or parties which funded the study. QR Network must provide the information and assistance referred to in this clause 3 within [7] days of the Proponent's request to do so under paragraph (a) or as otherwise agreed between the parties or the date that the Proponent agrees to reimburse the cost of the study where relevant.
  - (c) If QR Network does not comply with this clause 3 within the timeframe set out in paragraph (c), liquidated damages will be payable in accordance with clause 12.7.
  - (d) QR Network acknowledges and agrees that the Proponent may rely on any information or assistance provided to the Proponent by QR Network under this clause 3 in performing the Proponent's obligations under this deed. Where information, such as the prefeasibility or feasibility studies referred to in paragraph (b), has been prepared and provided to QR Network by a third party, QR Network must procure that third party's consent to the Proponent's reliance on that information.
  - (e) The parties may refer any dispute in relation to the provision of information or assistance by QR Network, including in relation to the level of detail or the timeframe for the provision of such information or assistance, to arbitration in accordance with clause 15.3.

### **3.2 QR Network's design obligations**

- (a) QR Network must design the Expansion with the professional skill, care and diligence that would be expected of a competent Railway Manager.
- (b) QR Network must ensure that the Design:
  - (i) satisfies the minimum technical, engineering and safety standards that would be expected of a competent Railway Manager, including the Network standards set out at Schedule 3; and
  - (ii) incorporates the design requirements set out at Schedule 2.

### **3.3 Design approval**

- (a) QR Network must submit the Design to the Proponent for approval in accordance with this clause 3.3.
- (b) Within [10] Business Days of submission of the Design in accordance with paragraph (a), the Proponent must give written notice to QR Network:
  - (i) approving the Design; or
  - (ii) rejecting the Design, in which case the Proponent:

- (A) must give reasons for the rejection; and
  - (B) may give details of any modifications that it requires to be made to the Design so that it is acceptable to the Proponent.
- (c) Following receipt of a notice under paragraph (b)(ii), QR Network must:
- (i) modify and resubmit the Design, in which case paragraph (b) will reapply; or
  - (ii) refer the matter for arbitration in accordance with clause 15.3.

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## **4 Approvals**

### **4.1 Environmental**

QR Network must obtain all Environmental approvals and all other approvals required from Government Agencies or otherwise in respect of the Expansion.

### **4.2 Proponent approval**

The following items are subject to the agreement of the parties or in the event of any dispute must be determined in accordance with clause 15:

- (a) concept;
- (b) pre-feasibility study;
- (c) feasibility study;
- (d) all contracts to be entered into by QR Network in connection with the Expansion;
- (e) all costs and expenses to be incurred in connection with the Expansion; and
- (f) the timetable for completion of the Expansion.

### **4.3 Maximum Funded Amount**

- (a) Prior to the commencement of construction, a Maximum Funded Amount must be agreed by the parties or determined in accordance with clause 15. The Maximum Funded Amount is equal to the reasonably estimated cost of the Expansion, including a reasonable contingency.
- (b) At any point where it becomes apparent that the cost of the Expansion may exceed the Maximum Funded Amount, or there is a material risk that it may, QR Network must inform the Proponent.
- (c) The Proponent is not obliged to advance any sum in excess of the Maximum funded Amount, except where a variation has been agreed.
- (d) Notwithstanding paragraph (c), QR Network must proceed to complete the Expansion, except to the extent that the cost of the Expansion has

exceeded the Maximum Funded Amount due to the fault of the Proponent.

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## 5 Construction

### 5.1 Commencement of construction

- (a) Subject to paragraph (b), QR Network must commence construction of the Expansion within [12] months of the Proponent's approval of the Design under clause 3.3 (the "**Planned Commencement Date**").
- (b) The Planned Commencement Date must be extended by a period equal to the sum of:
  - (i) any period during which QR Network is excused from its obligations by a Force Majeure Event in accordance with clause 13;
  - (ii) any period of delay caused by the Proponent's breach of this agreement or the other wrongful or negligent act;
  - (iii) any period during which funding for projects such as the Expansion is not generally available on reasonable commercial terms; and
  - (iv) any other period of delay agreed by the parties or approved by the QCA,

in each case which occurs prior to the commencement of the construction of the Expansion.

### 5.2 Construction

QR Network must carry out, or cause to be carried out, the construction of the Expansion:

- (a) so that the Expansion, when constructed, satisfies the minimum technical, engineering and safety standards that would be expected of a competent Railway Manager, including the Network standards set out at Schedule 3; and
- (b) in accordance with:
  - (i) the Design approved under clause 3.3;
  - (ii) all applicable Laws; and
  - (iii) the safe working standards set out at Schedule 4.

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## **6 Completion**

### **6.1 Practical Completion**

- (a) At least [10] Business Days before the date on which QR Network estimates that it will achieve Practical Completion, QR Network must give the Proponent written notice of that date.
- (b) QR Network and the Proponent must jointly inspect the Expansion at a mutually convenient time on a date no later than [10] Business Days after the date nominated in a notice under clause 6.1(a).
- (c) Within [5] Business Days of the joint inspection, the Proponent must:
  - (i) give written notice to QR Network that Practical Completion has been achieved; or
  - (ii) give QR Network written notice of matters and things required to be done to achieve Practical Completion.
- (d) If the Proponent gives QR Network a notice under clause 6.1(c)(ii):
  - (i) QR Network must give written notice to the Proponent when the Proponent has carried out the matters and things specified in the notice under clause 6.1(c)(ii), in which case clauses 6.1(b), (c) and (d) reapply until the Proponent gives a certificate under clause 6.1(c)(i); or
  - (ii) QR Network may refer the matter for arbitration in accordance with clause 15.3 to determine whether Practical Completion has been achieved.

---

## **7 Reporting and access**

### **7.1 Reports**

QR Network must provide reports at least monthly in relation to the Expansion detailing such information as the Proponent may reasonably require.

### **7.2 Access to records**

QR Network must provide the Proponent and any party appointed to act on its behalf with full access to all records maintained by QR Network, or to which it has access, in respect of the Expansion.

### **7.3 Site access**

QR Network must provide the Proponent and any party appointed to act on its behalf with access to all sites used in connection with the Expansion, subject to compliance with site health and safety procedures.

### **7.4 Independent engineer**

The Proponent may appoint an independent engineer to supervise the conduct of the Expansion and ensure cost efficiency. The independent engineer must be

granted all necessary authority to supervise and approve all works done by QR Network and its contractors, as required by the Proponent.

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## **8 Access**

### **8.1 Access**

- (a) This deed does not constitute an agreement between the parties for access by QR Network, the Proponent or any third party to operate rollingstock on the Expansion.
- (b) Arrangements for access to operate rollingstock on the Expansion will be the subject of a separate agreement or agreements between the relevant parties.

### **8.2 First right of access**

- (a) Notwithstanding clause 8.1, but subject to any Access Agreement entered into in accordance with section 7.5.4(d)(iv) of the Access Undertaking, the Proponent has a first right of access to all Expanded Capacity.
- (b) If the Proponent does not wish to access all Expanded Capacity, the portion of Expanded Capacity that will not be accessed by the Proponent will be eligible for allocation by QR Network under the terms and conditions of the Access Undertaking.

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## **9 Insurance**

### **9.1 Insurance**

- (a) QR Network must, at its expense, take out and subsequently maintain current at all times during the term of this deed, insurance with a corporation licensed to conduct insurance business in Australia for the risks and on the terms specified in Schedule 6.
- (b) Prior to the commencement of construction and then as required QR Network must provide to the Proponent evidence of insurance effected pursuant to this clause 9.1 and when requested in writing a copy of such policy.
- (c) QR Network must in respect of any Claims by it or any other insured for which it is responsible, pay all excesses and/or deductibles provided for in any insurances effected in accordance with this clause 9.1.
- (d) QR Network shall not do, or suffer to be done, anything whereby any policy of insurance required to be maintained by QR Network shall be or become void or voidable.

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## **10 Security**

*[Note: The obligations of the Proponent may be supported by security arrangements in favour of and for such amounts and on such terms as QR Network may reasonably require.]*

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## 11 Charging arrangements

### 11.1 Expansion Rate of Return

The Expansion Rate of Return means the rate of return proposed by QR Network in respect of the Expansion in accordance with clause 7.5.3A(b)(iii) of the Access Undertaking.

### 11.2 Usage charges

Subject to clause 11.3, QR Network must charge users for access to the Expanded Capacity in accordance with this clause. If:

- (a) the Expansion has been funded solely by the Proponent and the relevant user is the Proponent:
  - (i) the Proponent is not liable to pay any charges in connection with the capital cost of the Network Expansion; and
  - (ii) the Proponent must pay charges in connection with the operation and maintenance costs of the Network Expansion.
- (b) if the Expansion has not been funded solely by the Proponent or the relevant user is not the Proponent:
  - (i) an annual fixed charge based on the capital cost of the Expansion will be determined using the Expansion Rate of Return;
  - (ii) the relevant user must pay annual fixed charges based on the proportion of the capacity of the Expansion contracted by the relevant user;
  - (iii) QR Network shall pay the Proponent or the investor or investors which funded the expansion all fixed charges QR Network receives from the relevant user in connection with the capital cost of the Network Expansion.

### 11.3 Capital rebate

*[Note: New user can avoid the payment of an ongoing rate of return by making a capital payment.]*

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## 12 Liability

### 12.1 Claims

Neither party shall have or make any Claim against the other in respect of a failure to perform its obligations under this deed except as provided for in this deed.

### 12.2 Notice of Claims

If a party becomes aware of any matter or circumstance that may give rise to a Claim under or in relation to or arising out of this deed:

- (a) that party must immediately give notice of the Claim to the other party; and
- (b) the notice must contain:
  - (i) the facts, matters or circumstances that may give rise to the Claim;
  - (ii) if it is alleged that the facts, matters or circumstances referred to in sub-clause (i) constitute a breach of this deed, the basis for that allegation; and
  - (iii) an estimate of the amount of the loss, if any, arising out of or resulting from the Claim or the facts, matters or circumstances that may give rise to the Claim.

### **12.3 Time limit on Claims**

Neither party shall make any Claim under this deed unless full details of the Claim have been notified to the other party in accordance with clause 12.2 within [6] months of the occurrence of the event or circumstances out of which the Claim arises.

### **12.4 Maximum Liability**

A party's total liability to the other party for loss or damage of any kind not excluded by clause 12.5 however caused, in contract, tort (including negligence), under any statute or otherwise from or relating in any way to this agreement or its subject matter is limited in aggregate for any and all Claims to [\$5 million] in any one year or \$20 million in any period of four consecutive years.

### **12.5 Consequential Loss**

Neither party shall in any circumstances be liable to the other for any Consequential Loss resulting from the failure of either party to comply with its obligations under this deed.

### **12.6 Indemnity**

Subject to clause 12.5, the Proponent indemnifies QR Network against:

- (a) loss of or damage to QR Network's property; and
- (b) Claims in respect of personal injury or death or loss of, or damage to, any other property,

arising out of or as a consequence of the carrying out of the Expansion and resulting from the wrongful or negligent act of the Proponent or any contractor or other representative of the Proponent, but the indemnity shall be reduced proportionally to the extent that the act or omission of QR Network, its officers, employees, agents or contractors may have contributed to the injury, death, loss or damage.

### **12.7 Liquidated Damages**

- (a) If QR Network does not satisfy its obligations under any clause of this deed within the timeframes specified in that clause, or fails to complete

the Expansion in accordance with the approved timetable, QR Network must pay liquidated damages to the Proponent at a rate of [ ] for every day after the timeframe has expired to and including the earliest date on which QR Network satisfies the relevant obligation or termination of the deed.

- (b) The parties acknowledge that the payment of liquidated damages in accordance with paragraph (a) may not be a sufficient remedy and that a court may order QR Network's specific performance of its obligations in accordance with this agreement.

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## **13 Force Majeure**

### **13.1 Force Majeure**

Notwithstanding any other provision of this agreement, if QR Network is by reason of a Force Majeure Event affected in the performance of any obligation under this agreement, the Proponent will not be in breach of (and, accordingly, will not be liable under) this agreement for not performing, or for the manner of its performance of, that obligation for the period of time during which and to the extent that the party is so affected.

### **13.2 No release or discharge**

No Force Majeure Event will release or discharge QR Network by it from the obligation to perform the obligation which is so affected which obligation will, subject to clause 13.1, continue.

### **13.3 Notice in writing**

QR Network must also give the Proponent notice of the Force Majeure Event as soon as practicable after becoming aware of it. The notice must detail:

- (a) the nature of the Force Majeure Event; and
- (b) the opinion of QR Network as to the extent to which its ability to perform the relevant obligation may be affected by the Force Majeure Event.

### **13.4 Mitigation**

QR Network must:

- (a) use all reasonable endeavours to mitigate, and must procure that its Related Bodies Corporate use all reasonable endeavours to mitigate, the effect of that Force Majeure Event on the party's ability to continue to perform this agreement, except that a party will not have to settle any labour or other industrial dispute contrary to its own interests;
- (b) keep the Proponent informed (in each case, not less than weekly) of the steps being taken to mitigate the effect of the Force Majeure Event upon the affected parties' performance of their obligations under this agreement, and an estimate of the continued duration of the delay.

### 13.5 Definition

For the purposes of this agreement, "Force Majeure Event" means any event or circumstance (or any combination of events or circumstances) listed in clause 12.6 or otherwise beyond the reasonable control of QR Network which prevents or delays QR Network (or its contractor or other relevant party) from performing any of QR Network's obligations in accordance with this agreement.

### 13.6 Non-exhaustive list

The events referred to in clause 13.5 are:

- (a) an act of God, lightning, storm, flood, fire, earthquake or explosion, cyclone, tsunami or landslide;
- (b) an act of public enemy, war (declared or undeclared), terrorism, sabotage, revolution, riot, insurrection, civil commotion, epidemic;
- (c) an industrial dispute (including any strike, lock-out, embargo, boycott, work ban, blockade or picket);
- (d) the action of any Government Agency.

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## 14 Termination

### 14.1 General

Either party may terminate this agreement by two weeks' notice to the other where the other party:

- (a) is insolvent; or
- (b) commits any material breach of this agreement which is not remedied within one month of notice of the default being given.

### 14.2 Event of Default

The Proponent may terminate this agreement by immediate written notice to QR Network where an Event of Default occurs and is not remedied within 7 days of the occurrence of the Event of Default.

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## 15 Dispute Resolution

### 15.1 Notice of dispute

If any claim, dispute, disagreement or question ("**Dispute**") arises between the parties under this deed, then either party may give to the other party a notice in writing ("**Dispute Notice**") specifying the Dispute and requiring that it be dealt with in the manner set out in this clause.

### 15.2 Negotiation

Within [5] Business Days of the date of the Dispute Notice any Dispute shall be referred to the Chief Executive Officer of QR Network (or their nominee) and the Chief Executive Officer (or equivalent) of the Proponent (or their nominee) for resolution. Failing such resolution within fourteen [10] Business Days, the

relevant Dispute may be referred by either party to arbitration in accordance with clause 15.3.

### **15.3 Arbitration**

- (a) Where a Dispute is referred to arbitration, the Dispute must be resolved by:
  - (i) an arbitrator appointed by agreement between the parties; or
  - (ii) if the parties fail to agree within [10] Business Days of the referral to arbitration, an arbitrator appointed by the President of the Institute of Arbitrators and Mediators Australia (“**IAMA**”).
- (b) Unless the parties otherwise agree:
  - (i) the arbitration will be conducted by an arbitrator under the IAMA Arbitration Rules (whether or not the arbitrator is a legal practitioner);
  - (ii) each party will bear their own costs relating to preparation for and attendance at the arbitration;
  - (iii) the costs of the arbitrator and any other incidental costs will be shared equally by the parties.
- (c) In the absence of manifest error the determination of the arbitrator shall be final and binding upon the parties.
- (d) Nothing in this clause 15.3 prohibits a party from seeking appropriate injunctive relief.

---

## **16 Events of Default**

*[Note: Standard events of default clause to be included, to reflect the fact that the Proponent is advancing funds to QR Network.]*

---

## **17 Notices and other communications**

### **17.1 Form - all communications**

Unless expressly stated otherwise in this deed, all notices and other communications in connection with this deed must be:

- (a) in writing;
- (b) in English;
- (c) signed by the sender (if an individual) or an authorised officer of the sender; and
- (d) marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

## **17.2 Form - communications sent by email**

Communications sent by email need not be marked for attention in the way stated in clause 17.1. However, the email must state the first and last name of the sender. Communications sent by email are taken to be signed by the named sender.

## **17.3 Delivery**

Communications must be:

- (a) left at the address set out or referred to in the Details;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details;
- (c) sent by fax to the fax number set out or referred to in the Details;
- (d) sent by email to the address set out in the Details; or
- (e) given in any other way permitted by Law.

However, if the intended recipient has notified a changed address or fax number then the communication must be to that address or fax number.

## **17.4 When effective**

Communications take effect from the time they are received or taken to be received under clause 17.5 (“When taken to be received”) (whichever happens first) unless a later time is specified.

## **17.5 When taken to be received**

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent,
- (c) if sent by email;
  - (i) when the sender receives an automated message confirming delivery; or
  - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

## **17.6 Receipt outside business hours**

Despite clauses 17.4 and 17.5, if communications are received or taken to be received under clause 17.5 after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

---

## **18 Miscellaneous**

### **18.1 Governing Law**

This agreement is governed by the Law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

### **18.2 No restriction**

Nothing in this deed will be interpreted as restricting QR Network in the performance of its role as Railway Manager for the Network.

### **18.3 No assignment**

No party may assign or otherwise deal with its rights under this deed or allow any interest in them to arise or be varied in each case without the consent of the other party, which consent must not be unreasonably withheld or delayed.

### **18.4 Confidentiality**

Each party must keep the terms of this deed confidential, and must not disclose the terms of this deed to any third party without the prior written consent of the other party, such consent not to be unreasonably withheld.

### **18.5 Entire agreement**

This deed constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior agreements, representations, warranties, promises, statements, negotiations and letters in respect of its subject matter.

### **18.6 Nature of the relationship**

- (a) Nothing in this deed constitutes a joint venture, agency, partnership or other fiduciary relationship between QR Network and the Proponent.
- (b) The Proponent has no authority to bind QR Network.
- (c) At all times during the performance of the Work under the Contract, the Proponent is an independent contractor and not an employee or agent of QR Network.

### **18.7 Joint and several**

If the Proponent comprises more than one person:

- (a) the obligations of those persons are joint and several; and
- (b) QR Network may proceed against any or all of them for any failure of the Proponent to comply with any obligation under this deed or otherwise.

### **18.8 Approvals and consents**

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

### **18.9 Costs**

Each party will bear its own costs in relation to the negotiation, execution and performance of this deed except that the Proponent will be liable for any stamp duty and associated fees, fines and penalties associated with the execution of this deed.

### **18.10 Severability**

If any provision of this deed is voidable, illegal, or unenforceable, or if the deed would, if a particular provision were not omitted be void, voidable, illegal or unenforceable, that provision will (without in any way affecting the validity, legality and enforceability of the remainder of the deed) be severed from the deed and the deed will be read and construed and take effect for all purposes as if that provision were not contained in this deed.

### **18.11 Counterparts**

This deed may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

**EXECUTED** as a deed.

# Expansion Protocol Deed - User funder

# Expansion Protocol Deed - User funder

# Expansion Protocol Deed - User funder

# Expansion Protocol Deed - User funder

# Expansion Protocol Deed - User funder

# Expansion Protocol Deed - User funder

## Schedule 1 - Insurance requirements (clause 9.1)

# Expansion Protocol Deed - User funder


<b>Land Access Services</b>	

# Expansion Protocol Deed - User funder

## Signing page

**DATED:** \_\_\_\_\_

**EXECUTED** for and on behalf of **QR NETWORK PTY LIMITED** by a duly authorised officer in the presence of:

.....  
Signature of witness

.....  
Name of witness (block letters)

**EXECUTED** by [**PROPONENT**] in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

.....  
Signature of director

.....  
Name of director (block letters)

.....  
Signature of authorised officer

.....  
Office held

.....  
Name of authorised officer (block letters)

.....  
Signature of director/company secretary\*  
\*delete whichever is not applicable

.....  
Name of director/company secretary\* (block letters)  
\*delete whichever is not applicable

# Expansion Protocol Deed - User Constructed

Dated

QR Network Pty Limited (ACN [ ]) ("QR Network")  
[ ] (ACN [ ]) ("Proponent")

**Mallesons Stephen Jaques**

Level 61  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
Australia  
T +61 2 9296 2000  
F +61 2 9296 3999  
DX 113 Sydney  
[www.mallesons.com](http://www.mallesons.com)

# Expansion Protocol Deed - User Constructed Contents

<b>Details</b>	<b>1</b>
<b>General terms</b>	<b>2</b>
<b>1 Definitions and Interpretation</b>	<b>2</b>
1.1 Definitions	2
1.2 Interpretation	4
<b>2 General</b>	<b>5</b>
2.1 Term	5
2.2 Cost	5
2.3 Compliance with Laws	5
2.4 Accreditation	5
2.5 Access to Network	5
<b>3 Planning and design</b>	<b>6</b>
3.1 Assistance from QR Network	6
3.2 Proponent's design obligations	7
3.3 Design approval	7
<b>4 Approvals</b>	<b>8</b>
4.1 Environmental	8
4.2 Proponent approval	8
<b>5 Construction</b>	<b>8</b>
5.1 Commencement of construction	8
5.2 Construction	9
5.3 Site facilities	9
5.4 Safety training	9
5.5 Network disruptions	9
5.6 Notification of safety matters	10
5.7 Interface Risk Assessment and Emergency Response Plan	10
<b>6 QR Network Services</b>	<b>11</b>
6.1 QR Network Services	11
6.2 Standards	11
6.3 Charges	12
<b>7 Completion</b>	<b>12</b>
7.1 Practical Completion	12
7.2 Handover	12
<b>8 Access</b>	<b>13</b>
8.1 Access	13
8.2 First right of access	13

<b>9</b>	<b>Insurance</b>	<b>13</b>
9.1	Insurance	13
<b>10</b>	<b>Security</b>	<b>14</b>
<b>11</b>	<b>Charging arrangements</b>	<b>14</b>
11.1	Expansion Rate of Return	14
11.2	Usage charges	14
11.3	Capital rebate	15
<b>12</b>	<b>Liability</b>	<b>15</b>
12.1	Claims	15
12.2	Notice of Claims	15
12.3	Time limit on Claims	15
12.4	Maximum Liability	15
12.5	Consequential Loss	15
12.6	Indemnity	16
12.7	Liquidated Damages	16
<b>13</b>	<b>Force Majeure</b>	<b>16</b>
13.1	Force Majeure	16
13.2	No release or discharge	16
13.3	Notice in writing	16
13.4	Mitigation	17
13.5	Definition	17
13.6	Non-exhaustive list	17
<b>14</b>	<b>Dispute Resolution</b>	<b>17</b>
14.1	Notice of dispute	17
14.2	Negotiation	17
14.3	Arbitration	18
<b>15</b>	<b>Notices and other communications</b>	<b>18</b>
15.1	Form - all communications	18
15.2	Form - communications sent by email	18
15.3	Delivery	19
15.4	When effective	19
15.5	When taken to be received	19
15.6	Receipt outside business hours	19
<b>16</b>	<b>Miscellaneous</b>	<b>20</b>
16.1	Governing Law	20
16.2	No restriction	20
16.3	No assignment	20
16.4	Confidentiality	20
16.5	Entire agreement	20
16.6	Nature of the relationship	20
16.7	Joint and several	20
16.8	Approvals and consents	20
16.9	Costs	21
16.10	Severability	21
16.11	Counterparts	21

<b>Schedule 1 - Network information and planning procedures (clause 3.1)</b>	<b>22</b>
<b>Schedule 2 - Design requirements (clause 3.1)</b>	<b>23</b>
<b>Schedule 3 - Network standards (clause 5.1)</b>	<b>24</b>
<b>Schedule 4 - Safe working standards (clause 5.1)</b>	<b>25</b>
<b>Schedule 5 - Network disruption and closure procedures (clause 5.5)</b>	<b>26</b>
<b>Schedule 6 - Insurance requirements (clause 9.1)</b>	<b>27</b>
<b>Schedule 7 - Rules of arbitration (clause 14.3)</b>	<b>28</b>
<b>Schedule 8 - Emergency Response Plan (clause 1.1)</b>	<b>29</b>
<b>Schedule 9 - Interface Risk Management Plan (clause 1.1)</b>	<b>30</b>
<b>Schedule 10 - QR Network Services (clause 5)</b>	<b>31</b>
<b>Signing page</b>	<b>35</b>

# Expansion Protocol Deed - User Constructed Details

<b>Parties</b>	<b>QR Network and Proponent</b>	
<b>QR Network</b>	Name	<b>QR Network Pty Limited</b>
	ABN/ACN/ARBN	[ ]
	Address	[ ]
	Telephone	[ ]
	Fax	[ ]
	Attention	[ ]
<b>Proponent</b>	Name	[ ]
	ABN/ACN/ARBN	[ ]
	Address	[ ]
	Telephone	[ ]
	Fax	[ ]
	Attention	[ ]
<b>Recitals</b>	<b>A</b>	QR Network owns, and is the Accredited Railway Manager of, the Network.
	<b>B</b>	The Proponent wishes to develop the Expansion to the Network.
	<b>C</b>	QR Network agrees to the Expansion to the Network on the terms and conditions set out in this deed.
<b>Governing law</b>	Queensland	
<b>Date of deed</b>	See Signing page	

# Expansion Protocol Deed - User Constructed

## General terms

---

### 1 Definitions and Interpretation

#### 1.1 Definitions

In this deed, unless the context otherwise requires:

**Access Undertaking** means QR Network's Access Undertaking as approved by the Queensland Competition Authority from time to time.

**Accreditation** means accreditation in accordance with Part 3 of Chapter 7 of the Transport Infrastructure Act, and **Accredited** means to have Accreditation.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Brisbane.

**Claim** means any action, proceeding, claim, demand, damage, loss, cost, liability or expense, including the costs and expenses of defending or settling any action, proceeding, claim or demand.

**Consequential Loss** means:

- (a) any special, indirect or consequential loss or damage;
- (b) any economic loss in respect of any claim in tort;
- (c) any loss of profits, loss of production, loss of revenue, loss of use, loss of contract, loss of opportunity, loss of goodwill or wasted overheads whatsoever;
- (d) any loss arising out of any Claim by a third party (other than a Claim in respect of loss or destruction of or damage to real or personal property or personal injury to or death of any person),

but does not include, in respect of any personal injury claim, special loss or economic loss as those terms are used in the context of personal injury claims.

**CRIMP** means the Coal Rail Infrastructure Master Plan as defined in the Access Undertaking.

**Design** means the design of the Network Expansion to be prepared by the Proponent in accordance with clause 3.

**Emergency Response Plan** means the plan in Schedule 8 being the set of procedures developed by the Proponent for dealing with an Incident which may impact on the Network, including all actions to be taken to minimise or alleviate any threat or danger to any person or property.

**Environment** means all of the physical surroundings of humans including:

- (a) land, water, atmosphere, climate, sound, odour and taste;

- (b) the biological factors of animals and plants; and
- (c) the social factor of aesthetics affecting any human individually or in their social groupings.

**Expanded Capacity** means the additional Network capacity that will be available for use following completion of the Expansion.

**Expansion** means the design and construction of the [*Note: insert description of the expansion or extension to be carried out by the Proponent*].

**Expansion Rate of Return** means the rate of return defined in accordance with clause 11.1.

**Government Agency** means any government, governmental, semi-governmental, administrative, fiscal or judicial body department, commission, authority, tribunal, agency or entity and includes any other person authorised by law to give consents or impose requirements in connection with the Environment.

**Incident** means any rollingstock derailment, rollingstock disablement, breakdown, accident, collision or any other occurrence which causes or could cause injury to any person, damage to property, environmental damage or a disruption to or cancellation of any Train Service.

**Interface Risk Assessment** means the assessment jointly undertaken by the parties of the risks associated with the Expansion insofar as it interfaces with the Network.

**Interface Risk Management Plan** means the plan referred to in Clause 5.7 and included in Schedule 9.

**Law** includes:

- (a) any law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency; and
- (b) any statute, regulation, proclamation, ordinance or by-law in:
  - (i) Australia; or
  - (ii) any other jurisdiction.

**Network** means that part of the network of rail transport infrastructure (as defined in the Transport Infrastructure Act) for which QR Network is the Accredited Railway Manager, as modified or upgraded from time to time.

**Network Expansion** means the Expansion, when constructed.

**Practical Completion** is that stage in carrying out the Expansion when:

- (a) the Expansion conforms with the design approved by QR Network in accordance with clause 3.3 and is complete except for minor defects:
  - (i) which do not prevent the Expansion from being reasonably capable of being used for its stated purpose;

- (ii) which QR Network determines the Proponent has reasonable grounds for not promptly rectifying; and
  - (iii) the rectification of which will not prejudice the convenient use of the Expansion; and
- (b) all information, which is essential for the use, occupation and maintenance of the Expansion has been supplied by the Proponent.

**Pre-Feasibility Study Funding Agreement** means the agreement for use in respect of the funding of pre-feasibility studies by applicants for expanded capacity in accordance with section 7.5.3 of the Access Undertaking.

**Railway Manager** has the meaning given to that term in the Transport Infrastructure Act.

**Train** means any configuration of rollingstock operating as a unit on the Network and/or Network Expansion.

**Train Service** means the running of a Train between specified origins and destinations.

**Transport Infrastructure Act** means the *Transport Infrastructure Act 1994* (Qld).

## 1.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) a reference to this deed includes all schedules and annexures to this deed;
- (b) a reference to including, includes or include must be read as if it is followed by (without limitation);
- (c) a reference to a party is to a party to this deed;
- (d) the singular includes the plural and vice-versa;
- (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;
- (f) a reference to any party includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (g) a reference to \$, AUD or dollar is to the lawful currency of the Commonwealth of Australia;
- (h) headings (including those in brackets at the beginning of paragraphs), tables of contents, indexes and words in brackets are for convenience only and do not form part of this deed or affect its interpretation; and
- (i) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

---

## **2 General**

### **2.1 Term**

This deed commences on the date of execution and continues until the earlier of:

- (a) the date on which the parties have performed their respective obligations under this deed; or
- (b) the date on which the Proponent gives QR Network written notice that it no longer wishes to proceed with the Expansion.

### **2.2 Cost**

The Proponent will be responsible for all costs associated with the Expansion, unless otherwise stated in this deed or as otherwise agreed between the parties under this deed or the Access Undertaking. Where QR Network must provide rail infrastructure services directly, QR Network will be compensated for providing such services.

### **2.3 Compliance with Laws**

The Proponent must comply with all relevant Laws relating to the development of the Expansion.

### **2.4 Accreditation**

The Proponent must be Accredited, or contract with an Accredited entity, prior to the Commencement Date, and must maintain its Accreditation status and comply with all conditions of its Accreditation during the term of this deed.

### **2.5 Access to Network**

- (a) [Subject to paragraph (b),] QR Network must give the Proponent access to the Network sufficient for the Proponent to perform its obligations under this deed. QR Network must give the Proponent a level of access no less than the level of access that would be required by QR Network if QR Network was to undertake the Expansion.
- (b) [The Proponent will not be given exclusive access to the Network and may be required to share the Network with others.]
- (c) QR Network must give the Proponent access to the Network within [14] days of a reasonable request to do so or such other timeframe as otherwise agreed between the parties.
- (d) If QR Network does not comply with this clause 2.5, liquidated damages will be payable in accordance with clause 12.7.
- (e) The parties may refer any dispute in relation to the provision of access to the Network, including the level of access or the timing for the provision of access, to arbitration in accordance with clause 14.3.

---

### 3 Planning and design

#### 3.1 Assistance from QR Network

- (a) QR Network must provide all assistance reasonably requested by the Proponent to enable the Proponent to plan, design, construct or otherwise carry out the Expansion, including:
  - (i) **(information)** provision of information in relation to the Network, including:
    - (A) all designs and feasibility studies or pre-feasibility studies developed by QR Network in relation to or in connection with the Expansion, including as part of the CRIMP process or as part of a Pre-Feasibility Study Funding Agreement;
    - (B) all information relating to the design specifications, infrastructure standards and the scope of:
      - (aa) the rail infrastructure for the coal system in which the Proponent is developing the Expansion; and
      - (ab) the rail infrastructure adjacent to the Expansion or to which the Expansion will connect;
    - (C) all information relating to any capacity analysis undertaken in respect of the Expansion, including capacity modelling assumptions and modelled simulation outputs; and
    - (D) the further information set out at Schedule 1;
  - (ii) **(planning procedures)** access to planning procedures developed and maintained by QR Network, including the planning procedures set out at Schedule 1; and
  - (iii) **(personnel)** access to personnel who have knowledge of the Network, especially the information and planning procedures referred to at subparagraphs (i) and (ii).
- (b) Without limiting paragraph (a), QR Network must provide full and open access to all prefeasibility and/or feasibility studies:
  - (i) undertaken:
    - (A) in accordance with section 7.5.3 of the Access Undertaking; or
    - (B) otherwise approved under the CRIMP,
- (c) to the extent that the Proponent has either funded the study or agrees to reimburse the cost of the study to the party or parties which funded the study. QR Network must provide the information and assistance referred to in this clause 3.1 within [7] days of the Proponent's request to do so under paragraph (a) or as otherwise agreed between the parties or the

date that the Proponent agrees to reimburse the cost of the study where relevant.

- (d) If QR Network does not comply with this clause 3.1 within the timeframe set out in paragraph (c), liquidated damages will be payable in accordance with clause 12.7.
- (e) QR Network acknowledges and agrees that the Proponent may rely on any information or assistance provided to the Proponent by QR Network under this clause 3.1 in performing the Proponent's obligations under this deed. Where information, such as the prefeasibility or feasibility studies referred to in paragraph (b), has been prepared and provided to QR Network by a third party, QR Network must procure that third party's consent to the Proponent's reliance on that information.
- (f) The parties may refer any dispute in relation to the provision of information or assistance by QR Network, including in relation to the level of detail or the timeframe for the provision of such information or assistance, to arbitration in accordance with clause 14.3.

### **3.2 Proponent's design obligations**

- (a) The Proponent must design the Expansion with the professional skill, care and diligence that would be expected of a competent Railway Manager.
- (b) The Proponent must ensure that the Design:
  - (i) satisfies the minimum technical, engineering and safety standards that would be expected of a competent Railway Manager, including the Network standards set out at Schedule 3; and
  - (ii) incorporates the design requirements set out at Schedule 2.

### **3.3 Design approval**

- (a) The Proponent must submit the Design to QR Network for approval in accordance with this clause 3.3.
- (b) Within [10] Business Days of submission of the Design in accordance with paragraph (a), QR Network must give written notice to the Proponent:
  - (i) approving the Design; or
  - (ii) rejecting the Design, in which case QR Network:
    - (A) must give reasons for the rejection; and
    - (B) may give details of any modifications that it requires to be made to the Design so that it is acceptable to QR Network.
- (c) Following receipt of a notice under paragraph (b)(ii), the Proponent may:

- (i) modify and resubmit the Design, in which case paragraph (b) will reapply; or
- (ii) refer the matter for arbitration in accordance with clause 14.3.

---

## 4 Approvals

### 4.1 Environmental

QR Network must obtain all Environmental approvals and all other approvals required from Government Agencies or otherwise in respect of the Expansion.

### 4.2 Proponent approval

The following items are subject to the prior written approval of the Proponent:

- (a) concept;
- (b) pre-feasibility study;
- (c) feasibility study;
- (d) all contracts to be entered into by QR Network in connection with the Expansion; and
- (e) all costs and expenses to be incurred in connection with the Expansion.

---

## 5 Construction

### 5.1 Commencement of construction

- (a) Subject to paragraph (b), the Proponent must commence construction of the Expansion within [12] months of QR Network's approval of the Design under clause 3.3 (the "**Planned Commencement Date**").
- (b) The Planned Commencement Date must be extended by a period equal to the sum of:
  - (i) any period during which the Proponent is excused from its obligations by a Force Majeure Event in accordance with clause 13;
  - (ii) any period of delay caused by QR Network's breach of this agreement or the other wrongful or negligent act;
  - (iii) any period during which funding for projects such as the Expansion is not generally available on reasonable commercial terms; and
  - (iv) any other period of delay agreed by the parties or approved by the QCA,

in each case which occurs prior to the commencement of the construction of the Expansion.

## 5.2 Construction

The Proponent must carry out, or cause to be carried out, the construction of the Expansion:

- (a) so that the Expansion, when constructed, satisfies the minimum technical, engineering and safety standards that would be expected of a competent Railway Manager, including the Network standards set out at Schedule 3; and
- (b) in accordance with:
  - (i) the Design approved under clause 3.3;
  - (ii) all applicable Laws; and
  - (iii) the safe working standards set out at Schedule 4.

## 5.3 Site facilities

- (a) The Proponent is responsible for arranging all amenities, facilities and services for use on the site on which the Expansion is being carried out.
- (b) Notwithstanding paragraph (a), to the extent to which amenities, facilities and services are available from or being provided by QR Network on the site on which the Expansion is being carried out, the Proponent may use such amenities, facilities and services at the Proponent's cost.

## 5.4 Safety training

The Proponent must cause all employees, agents and contractors of the Proponent who are, or may be, required to work on, or in the immediate vicinity of, the Network or Expansion to attend trackside safety training and other applicable safety training prior to commencing such work. QR Network must provide such training as and when reasonably required by the Proponent, at the cost of the Proponent and upon reasonable notice by the Proponent to QR Network.

## 5.5 Network disruptions

- (a) The parties acknowledge that QR Network is responsible for the scheduling and control of all Train movements on the Network.
- (b) The Proponent must carry out, or cause to be carried out, the construction of the Expansion in such a way as to minimise disruption to Train Services insofar as it is reasonably practicable to do so.
- (c) Notwithstanding paragraph (b), the parties acknowledge that the construction of the Expansion may cause disruption to Train Services which cannot reasonably be avoided. Except in the case of emergencies, the parties must comply with the Network disruption and closure procedures set out at Schedule 5 in respect of any expected disruptions or closures.

## **5.6 Notification of safety matters**

- (a) The Proponent shall verbally advise QR Network immediately upon becoming aware of any circumstances which:
  - (i) make it unsafe to schedule Trains onto the Network, or have affected, or could potentially affect, the security or safety of the Network or persons or property on or near the Network;
  - (ii) have affected, or could potentially affect, the ability of any Train Service to conform with its scheduled time;
  - (iii) could cause, or has caused, an Incident or a Claim involving Train Services or an obstruction on the Network; or
  - (iv) constitute, or could constitute, a breach of the Proponent's Emergency Response Plan.
- (b) Such verbal notification must be confirmed in writing by the Proponent as soon as practicable thereafter.
- (c) QR Network must not schedule Trains onto the Network if QR Network is notified by the Proponent under this clause 5.6 that it is unsafe to do so.

## **5.7 Interface Risk Assessment and Emergency Response Plan**

- (a) The parties have jointly conducted an Interface Risk Assessment, the relevant findings of which have been incorporated into the Interface Risk Management Plan.
- (b) If at any time during the term of this deed either party has reasonable grounds to believe that the Interface Risk Management Plan is no longer effective in managing the interface risks, the parties will meet to jointly review the Interface Risk Management Plan to ensure all interface risks, including any new risks, are effectively managed.
- (c) The Proponent must during the term of this deed maintain an Emergency Response Plan satisfactory to QR Network, relating to Incidents that impact on, or impact operations on, the Network.
- (d) The Proponent shall incorporate any findings arising from the joint review conducted under paragraph (b) or an investigation under paragraph (g) into the Interface Risk Management Plan or Emergency Response Plan and (as applicable) as soon as possible.
- (e) The Proponent must at all times comply with the Emergency Response Plan and the Interface Risk Management Plan, and must ensure that its officers, employees, agents and independent contractors also comply.
- (f) If an Incident arises in connection with the Expansion that affects the Network, QR will be responsible for the overall coordination and management of the response to the Incident (including notifying all relevant emergency services) and the Proponent must cooperate with and assist QR Network in responding to the Incident, including action in respect of recovery of rollingstock and repairs to the Network and, where necessary, permit QR Network to enter and remain upon the Expansion,

with such workmen and machinery as may be necessary to enable prompt recommencement of Train movements.

- (g) Where an Incident in connection with the Expansion arises:
  - (i) an investigation into the Incident will be commenced as soon as practicable unless otherwise agreed;
  - (ii) such investigation shall be conducted in the manner and by the persons prescribed by QR Network from time to time;
  - (iii) each party must cooperate and ensure their respective staff cooperate fully with any investigation, and shall ensure that any such investigation has ready, full and free access to all relevant files, documents, employees (including the taking of statements), equipment, copies of train graphs, voice recordings, data log recordings, maintenance records and any other information which may be relevant to any investigation. All such information shall be treated as confidential; and
  - (iv) each party will consult with the other in relation to the implementation of any recommendations arising from an investigation.

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## **6 QR Network Services**

### **6.1 QR Network Services**

QR Network must provide relevant rail infrastructure services in connection with the Expansion, services as Railway Manager of the Expansion, train control, access management as well as other services in connection with the Expansion which are set out at Schedule 10 (“**QR Network Services**”).

### **6.2 Standards**

- (a) QR Network must provide the QR Network Services:
  - (i) as and when reasonably requested to do so by the Proponent;
  - (ii) in accordance with all applicable laws, regulations, codes of practice, guidelines and QR Network procedures;
  - (iii) to the standard of a reasonable and prudent provider of such services; and
  - (iv) otherwise as set out in Schedule 10.
- (b) Where QR Network does not provide the QR Network Services when reasonably requested to do so by the Proponent in accordance with clause 6.2(a)(i), liquidated damages will be payable in accordance with clause 12.7.
- (c) The parties may refer any dispute in relation to the provision of QR Network Services to arbitration in accordance with clause 14.3.

### 6.3 Charges

- (a) The Proponent must pay the charges for the QR Network Services as set out in Schedule 10 upon receipt of a valid GST invoice. Invoices must be issued monthly in arrears.
- (b) Payments due in accordance with paragraph (a) must be made within 28 days of receipt of a valid invoice, save that the Proponent need not pay any disputed amounts.

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## 7 Completion

### 7.1 Practical Completion

- (a) At least [10] Business Days before the date on which the Proponent estimates that it will achieve Practical Completion, the Proponent must give QR Network written notice of that date.
- (b) QR Network and the Proponent must jointly inspect the Expansion at a mutually convenient time on a date no later than [10] Business Days after the date nominated in a notice under clause 7.1(a).
- (c) Within [5] Business Days of the joint inspection, QR Network must:
  - (i) give written notice to the Proponent that Practical Completion has been achieved; or
  - (ii) give the Proponent written notice of matters and things required to be done to achieve Practical Completion.
- (d) If QR Network gives the Proponent a notice under clause 7.1(c)(ii):
  - (i) the Proponent must give written notice to QR Network when the Proponent has carried out the matters and things specified in the notice under clause 7.1(c)(ii), in which case clauses 7.1(b), (c) and (d) reapply until QR Network gives a certificate under clause 7.1(c)(i); or
  - (ii) the Proponent may refer the matter for arbitration in accordance with clause 14.3 to determine whether Practical Completion has been achieved.

### 7.2 Handover

*[Note: Handover of the Expansion will not be required where the Proponent is to own the Expansion (such as where the Expansion is an extension that will connect to the Network).]*

[On Practical Completion:

- (a) the Expansion is part of the Network;
- (b) QR Network owns the Expansion and is responsible for operating and maintaining the Expansion;
- (c) QR Network may schedule Train Services to run on the Expansion; and

- (d) the Proponent must:
  - (i) give QR Network possession of the Expansion;
  - (ii) deliver to QR Network all records, technical drawings, plans and other information under the control of the Proponent which are relevant to the design, construction, operation, maintenance or repair of the Expansion; and
  - (iii) do all other acts and things to enable QR Network to be in a position to operate, maintain and repair the Expansion.]

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## **8 Access**

### **8.1 Access**

- (a) This deed does not constitute an agreement between the parties for access by QR Network, the Proponent or any third party to operate rollingstock on the Expansion.
- (b) Arrangements for access to operate rollingstock on the Expansion will be the subject of a separate agreement or agreements between the relevant parties.

### **8.2 First right of access**

- (a) Notwithstanding clause 8.1, but subject to any Access Agreement entered into in accordance with section 7.5.4(d)(iv) of the Access Undertaking, the Proponent has a first right of access to all Expanded Capacity.
- (b) If the Proponent does not wish to access all Expanded Capacity, the portion of Expanded Capacity that will not be accessed by the Proponent will be eligible for allocation by QR Network under the terms and conditions of the Access Undertaking.

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## **9 Insurance**

### **9.1 Insurance**

- (a) The Proponent must, at its expense, take out and subsequently maintain current at all times during the term of this deed, insurance with a corporation licensed to conduct insurance business in Australia for the risks and on the terms specified in Schedule 6.
- (b) Prior to the commencement of construction and then as required the Proponent must provide to QR Network evidence of insurance effected pursuant to this clause 9.1 and when requested in writing a copy of such policy.
- (c) The Proponent must in respect of any Claims by it or any other insured for which it is responsible, pay all excesses and/or deductibles provided for in any insurances effected in accordance with this clause 9.1.

- (d) The Proponent shall not do, or suffer to be done, anything whereby any policy of insurance required to be maintained by the Proponent shall be or become void or voidable.

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## 10 Security

*[Note: The obligations of the Proponent may be supported by security arrangements in favour of and for such amounts and on such terms as QR Network may reasonably require.]*

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## 11 Charging arrangements

### 11.1 Expansion Rate of Return

The Expansion Rate of Return means the rate of return proposed by QR Network in respect of the Expansion in accordance with clause 7.5.3A(b)(iii) of the Access Undertaking.

### 11.2 Usage charges

Subject to clause 11.3, QR Network must charge users for access to the Expanded Capacity in accordance with this clause. If:

- (a) the Expansion has been funded solely by the Proponent and the relevant user is the Proponent:
- (i) the Proponent is not liable to pay any charges in connection with the capital cost of the Network Expansion; and
  - (ii) the Proponent must pay charges in connection with the operation and maintenance costs of the Network Expansion.
- (b) if the Expansion has not been funded solely by the Proponent or the relevant user is not the Proponent:
- (i) an annual fixed charge based on the capital cost of the Expansion will be determined using the Expansion Rate of Return;
  - (ii) the relevant user must pay annual fixed charges based on the proportion of the capacity of the Expansion contracted by the relevant user;
  - (iii) QR Network shall pay the Proponent or the investor or investors which funded the expansion all fixed charges QR Network receives from the relevant user in connection with the capital cost of the Network Expansion.

*[Note: Where the Proponent funds or owns the Expansion, it will also own the Expanded Capacity. The Proponent should be able to charge subsequent users for a portion of its capital costs and for an equitable portion of any operation and maintenance costs payable to QR Network if QR Network is to operate and maintain the Expansion.]*

### 11.3 Capital rebate

*[Note: New users can avoid the payment of an ongoing rate of return by making a capital payment.]*

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## 12 Liability

### 12.1 Claims

Neither party shall have or make any Claim against the other in respect of a failure to perform its obligations under this deed except as provided for in this deed.

### 12.2 Notice of Claims

If a party becomes aware of any matter or circumstance that may give rise to a Claim under or in relation to or arising out of this deed:

- (a) that party must immediately give notice of the Claim to the other party; and
- (b) the notice must contain:
  - (i) the facts, matters or circumstances that may give rise to the Claim;
  - (ii) if it is alleged that the facts, matters or circumstances referred to in sub-clause (i) constitute a breach of this deed, the basis for that allegation; and
  - (iii) an estimate of the amount of the loss, if any, arising out of or resulting from the Claim or the facts, matters or circumstances that may give rise to the Claim.

### 12.3 Time limit on Claims

Neither party shall make any Claim under this deed unless full details of the Claim have been notified to the other party in accordance with clause 12.2 within [6] months of the occurrence of the event or circumstances out of which the Claim arises.

### 12.4 Maximum Liability

A party's total liability to the other party for loss or damage of any kind not excluded by clause 12.5 however caused, in contract, tort (including negligence), under any statute or otherwise from or relating in any way to this agreement or its subject matter is limited in aggregate for any and all Claims to [\$5 million] in any one year or \$20 million in any period of four consecutive years.

### 12.5 Consequential Loss

Neither party shall in any circumstances be liable to the other for any Consequential Loss resulting from the failure of either party to comply with its obligations under this deed.

## **12.6 Indemnity**

Subject to clause 12.5, the Proponent indemnifies QR Network against:

- (a) loss of or damage to QR Network's property; and
- (b) Claims in respect of personal injury or death or loss of, or damage to, any other property,

arising out of or as a consequence of the carrying out of the Expansion and resulting from the wrongful or negligent act of the Proponent or any contractor or other representative of the Proponent, but the indemnity shall be reduced proportionally to the extent that the act or omission of QR Network, its officers, employees, agents or contractors may have contributed to the injury, death, loss or damage.

## **12.7 Liquidated Damages**

- (a) If QR Network does not satisfy its obligations under clauses 2.5, 3.1 or 6.2 within the timeframes specified in each of those clauses, QR Network must pay liquidated damages to the Proponent at a rate of [ ] for every day after the timeframe has expired to and including the earliest date on which QR Network satisfies the relevant obligation or termination of the deed.
- (b) The parties acknowledge that the payment of liquidated damages in accordance with paragraph (a) may not be a sufficient remedy and that a court may order QR Network's specific performance of its obligations in accordance with this agreement.

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## **13 Force Majeure**

### **13.1 Force Majeure**

Notwithstanding any other provision of this agreement, if the Proponent is by reason of a Force Majeure Event affected in the performance of any obligation under this agreement, the Proponent will not be in breach of (and, accordingly, will not be liable under) this agreement for not performing, or for the manner of its performance of, that obligation for the period of time during which and to the extent that the party is so affected.

### **13.2 No release or discharge**

No Force Majeure Event will release or discharge the Proponent by it from the obligation to perform the obligation which is so affected which obligation will, subject to clause 13.1, continue.

### **13.3 Notice in writing**

The Proponent must also give QR Network notice of the Force Majeure Event as soon as practicable after becoming aware of it. The notice must detail:

- (a) the nature of the Force Majeure Event; and

- (b) the opinion of the Proponent as to the extent to which its ability to perform the relevant obligation may be affected by the Force Majeure Event.

### 13.4 Mitigation

The Proponent must:

- (a) use all reasonable endeavours to mitigate, and must procure that its Related Bodies Corporate use all reasonable endeavours to mitigate, the effect of that Force Majeure Event on the party's ability to continue to perform this agreement, except that a party will not have to settle any labour or other industrial dispute contrary to its own interests;
- (b) keep QR Network informed (in each case, not less than weekly) of the steps being taken to mitigate the effect of the Force Majeure Event upon the affected parties' performance of their obligations under this agreement, and an estimate of the continued duration of the delay.

### 13.5 Definition

For the purposes of this agreement, "Force Majeure Event" means any event or circumstance (or any combination of events or circumstances) listed in clause 13.6 or otherwise beyond the reasonable control of the Proponent which prevents or delays the Proponent (or its contractor or other relevant party) from performing any of the Proponent's obligations in accordance with this agreement.

### 13.6 Non-exhaustive list

The events referred to in clause 13.5 are:

- (a) an act of God, lightning, storm, flood, fire, earthquake or explosion, cyclone, tsunami or landslide;
- (b) an act of public enemy, war (declared or undeclared), terrorism, sabotage, revolution, riot, insurrection, civil commotion, epidemic;
- (c) an industrial dispute (including any strike, lock-out, embargo, boycott, work ban, blockade or picket);
- (d) the action of any Government Agency.

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## 14 Dispute Resolution

### 14.1 Notice of dispute

If any claim, dispute, disagreement or question ("**Dispute**") arises between the parties under this deed, then either party may give to the other party a notice in writing ("**Dispute Notice**") specifying the Dispute and requiring that it be dealt with in the manner set out in this clause.

### 14.2 Negotiation

Within [5] Business Days of the date of the Dispute Notice any Dispute shall be referred to the Chief Executive Officer of QR Network (or their nominee) and the Chief Executive Officer (or equivalent) of the Proponent (or their nominee) for

resolution. Failing such resolution within fourteen [10] Business Days, the relevant Dispute may be referred by either party to arbitration in accordance with clause 14.3.

### **14.3 Arbitration**

- (a) Where a Dispute is referred to arbitration, the Dispute must be resolved by:
  - (i) an arbitrator appointed by agreement between the parties; or
  - (ii) if the parties fail to agree within [10] Business Days of the referral to arbitration, an arbitrator appointed by the President of the Institute of Arbitrators and Mediators Australia (“**IAMA**”).
- (b) Unless the parties otherwise agree:
  - (i) the arbitration will be conducted by an arbitrator under the IAMA Arbitration Rules (whether or not the arbitrator is a legal practitioner);
  - (ii) each party will bear their own costs relating to preparation for and attendance at the arbitration;
  - (iii) the costs of the arbitrator and any other incidental costs will be shared equally by the parties.
- (c) In the absence of manifest error the determination of the arbitrator shall be final and binding upon the parties.
- (d) Nothing in this clause 14.3 prohibits a party from seeking appropriate injunctive relief.

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## **15 Notices and other communications**

### **15.1 Form - all communications**

Unless expressly stated otherwise in this deed, all notices and other communications in connection with this deed must be:

- (a) in writing;
- (b) in English;
- (c) signed by the sender (if an individual) or an authorised officer of the sender; and
- (d) marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

### **15.2 Form - communications sent by email**

Communications sent by email need not be marked for attention in the way stated in clause 15.1. However, the email must state the first and last name of the

sender. Communications sent by email are taken to be signed by the named sender.

### **15.3 Delivery**

Communications must be:

- (a) left at the address set out or referred to in the Details;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details;
- (c) sent by fax to the fax number set out or referred to in the Details;
- (d) sent by email to the address set out in the Details; or
- (e) given in any other way permitted by Law.

However, if the intended recipient has notified a changed address or fax number then the communication must be to that address or fax number.

### **15.4 When effective**

Communications take effect from the time they are received or taken to be received under clause 15.5 (“When taken to be received”) (whichever happens first) unless a later time is specified.

### **15.5 When taken to be received**

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent,
- (c) if sent by email;
  - (i) when the sender receives an automated message confirming delivery; or
  - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

### **15.6 Receipt outside business hours**

Despite clauses 15.4 and 15.5, if communications are received or taken to be received under clause 15.5 after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

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## **16 Miscellaneous**

### **16.1 Governing Law**

This agreement is governed by the Law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

### **16.2 No restriction**

Nothing in this deed will be interpreted as restricting QR Network in the performance of its role as Railway Manager for the Network.

### **16.3 No assignment**

No party may assign or otherwise deal with its rights under this deed or allow any interest in them to arise or be varied in each case without the consent of the other party, which consent must not be unreasonably withheld or delayed.

### **16.4 Confidentiality**

Each party must keep the terms of this deed confidential, and must not disclose the terms of this deed to any third party without the prior written consent of the other party, such consent not to be unreasonably withheld.

### **16.5 Entire agreement**

This deed constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior agreements, representations, warranties, promises, statements, negotiations and letters in respect of its subject matter.

### **16.6 Nature of the relationship**

- (a) Nothing in this deed constitutes a joint venture, agency, partnership or other fiduciary relationship between QR Network and the Proponent.
- (b) The Proponent has no authority to bind QR Network.
- (c) At all times during the performance of the Work under the Contract, the Proponent is an independent contractor and not an employee or agent of QR Network.

### **16.7 Joint and several**

If the Proponent comprises more than one person:

- (a) the obligations of those persons are joint and several; and
- (b) QR Network may proceed against any or all of them for any failure of the Proponent to comply with any obligation under this deed or otherwise.

### **16.8 Approvals and consents**

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

### **16.9 Costs**

Each party will bear its own costs in relation to the negotiation, execution and performance of this deed except that the Proponent will be liable for any stamp duty and associated fees, fines and penalties associated with the execution of this deed.

### **16.10 Severability**

If any provision of this deed is voidable, illegal, or unenforceable, or if the deed would, if a particular provision were not omitted be void, voidable, illegal or unenforceable, that provision will (without in any way affecting the validity, legality and enforceability of the remainder of the deed) be severed from the deed and the deed will be read and construed and take effect for all purposes as if that provision were not contained in this deed.

### **16.11 Counterparts**

This deed may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

**EXECUTED** as a deed

**Expansion Protocol Deed**  
**- User Constructed**  
Schedule 1 - Network information and planning  
procedures (clause 3.1)

QR Network to outline its Network Information and Planning Procedures

# **Expansion Protocol Deed**

## **- User Constructed**

### Schedule 2 - Design requirements (clause 3.1)

QR Network to identify or provide access to all QR Network Design Requirements for infrastructure developments.

# **Expansion Protocol Deed**

## **- User Constructed**

### **Schedule 3 - Network standards (clause 5.1)**

QR Network to outline all of its relevant Network standards which must apply to the expanded infrastructure under this Deed.

# **Expansion Protocol Deed**

## **- User Constructed**

### **Schedule 4 - Safe working standards (clause 5.1)**

QR Network to outline all of its relevant safe working standards.

**Expansion Protocol Deed**  
**- User Constructed**  
Schedule 5 - Network disruption and closure  
procedures (clause 5.5)

QR Network to attach its possessions management protocols for the CQCN.

**Expansion Protocol Deed**  
**- User Constructed**  
Schedule 6 - Insurance requirements (clause 9.1)

**Expansion Protocol Deed**  
**- User Constructed**  
Schedule 7 - Rules of arbitration (clause 14.3)

**Expansion Protocol Deed**  
**- User Constructed**  
Schedule 8 - Emergency Response Plan (clause  
1.1)

QR Network to outline a Standard Emergency Response Plan

**Expansion Protocol Deed**  
**- User Constructed**  
Schedule 9 - Interface Risk Management Plan  
(clause 1.1)

QR Network to outline a Standard IRMP.

# Expansion Protocol Deed

## - User Constructed

### Schedule 10 - QR Network Services (clause 5)

QR Network Services comprise the following activities:

1. Planning Services
2. Land Access Services
3. Railway Manager Services
4. Access Management Services
5. Network Operations Services
  - a. Timetable planning
  - b. Train control services
  - c. Possessions Management
  - d. Incident response services

<b>Planning Services</b>	
<ul style="list-style-type: none"> <li>• Planning for future upgrade and augmentation of the network (including expanded infrastructure under the Deed)</li> </ul>	
<b>Defined Service</b>	<b>Outputs</b>
<ul style="list-style-type: none"> <li>• Assessing the nature, state of repair and physical condition of the infrastructure and provide advice on maintenance and management of the network.</li> </ul>	Coal Rail Infrastructure Master Plan (CRIMP)
<ul style="list-style-type: none"> <li>• Providing recommendations on infrastructure development and/or configuration.</li> </ul>	CRIMP
<ul style="list-style-type: none"> <li>• Undertaking pre-feasibility studies and feasibility studies on requested infrastructure developments.</li> </ul>	CRIMP
<ul style="list-style-type: none"> <li>• Full access to all capacity modelling undertaking in order to identify and develop recommendations on infrastructure development and/or configuration.</li> </ul>	CRIMP

<b>Land Access Services</b>	
<ul style="list-style-type: none"> <li>• The provision of property management services to existing QR corridor land.</li> </ul>	
<b>Defined Service</b>	<b>Outputs</b>
<ul style="list-style-type: none"> <li>• Management of third party corridor access issues,.</li> </ul>	Leases, licences, connection agreements, level crossing licences and in-corridor services agreements.
<ul style="list-style-type: none"> <li>• Facilitation of third party access rights to existing QR corridor land (on same basis as if QR Network related parties were undertaking the expansion).</li> </ul>	Access and construction rights secured.
<ul style="list-style-type: none"> <li>• Lease of sidings and land areas and buildings either within the rail corridor or remote from the corridor.</li> </ul>	

<b>Railway Manager Services</b>	
<ul style="list-style-type: none"> <li>Being the Railway Manager for any expansions funded and constructed under this Deed.</li> </ul>	
<b>Defined Service</b>	<b>Outputs</b>
<ul style="list-style-type: none"> <li>Railway Manager “of Last Resort “for any expansions constructed in accordance with this Deed where such expansion is fully integrated within QR Network’s rail infrastructure.</li> </ul>	Railway Manager for the whole network, inclusive of the expanded rail infrastructure.
<ul style="list-style-type: none"> <li>Clear identification and transparency of the terms and conditions involved with engaging QR Network as the Railway Manager. These terms and conditions must be no more onerous than the terms and conditions imposed on QR Network related parties.</li> </ul>	Railway Manager Standard Term Sheet.

<b>Access Management Services</b>	
<ul style="list-style-type: none"> <li>The provision of overall management of access issues related to the expanded infrastructure when considered on an integrated basis with the rest of the QR Network (defined as Network).</li> </ul>	
<b>Defined Service</b>	<b>Outputs</b>
<ul style="list-style-type: none"> <li>Development and implementation of access strategies for the Network</li> </ul>	Strategies for growth of the Network.
<ul style="list-style-type: none"> <li>Development, negotiation and execution of appropriate access agreements with access seekers.</li> </ul>	Access Agreements
<ul style="list-style-type: none"> <li>Management of Access Agreements (compliance and reporting)</li> </ul>	Access Agreements
<ul style="list-style-type: none"> <li>Develop and implement appropriate pricing methodologies and models with each Access Agreement, having regard to the principles contained in the Access Undertaking</li> </ul>	Revenue Management
<ul style="list-style-type: none"> <li>Invoicing and receiving payments for third party access in accordance with the terms and conditions of Access Agreements.</li> </ul>	Revenue Management
<ul style="list-style-type: none"> <li>Rebating payments back to self-funded expansions in accordance with the rebate agreements contained in the relevant User Funding Agreements.</li> </ul>	Revenue Management
<ul style="list-style-type: none"> <li>Monitor and fulfil obligations to comply with the relevant AUT, Safety Accreditation and any other statutory or regulatory requirements.</li> </ul>	Regulatory Management in accordance with the relevant AUT. Maintain Safety Accreditation.
<ul style="list-style-type: none"> <li>Participate in coal chain logistics and planning sessions and provide rail infrastructure management, planning and coordination of services for the relevant Coal Chain Logistics Team.</li> </ul>	Coal Chain Logistics Team

<b>Network Operations Services</b>	
<b>1. Timetable Planning</b>	
<ul style="list-style-type: none"> <li>The development and production of standard and altered timetables for all scheduled trains using the Network, defined as inclusive of the expanded rail infrastructure under this Deed, in accordance with the approved operations protocols in the AUT</li> </ul>	

<b>Defined Service</b>	<b>Outputs</b>
<ul style="list-style-type: none"> <li>• Prepare or amend and provide the Master and Daily Train Plan Timetable including all scheduled trains using the Network infrastructure.</li> </ul>	Master Train Plan Daily Train Plan
<ul style="list-style-type: none"> <li>• Prepare specifications for special events including their impact on the operation of the Network including track possessions, special events, special trains and work trains</li> </ul>	Special event specifications
<ul style="list-style-type: none"> <li>• Provide support services including graphic presentation and reproduction, distribution and translation of the timetables to enable their implementation</li> </ul>	Notices of advice and other supporting documentation
<ul style="list-style-type: none"> <li>• Provide electronic timetable data to information systems as required</li> </ul>	Train control graphs and other documents required to monitor train movements
<ul style="list-style-type: none"> <li>• Integration of the Expanded Infrastructure's [under the Deed] train schedule with QR Network's where relevant</li> </ul>	Monthly Train Plan Weekly Train Service Schedule Daily Train Plan
<b>2. Train Control Services</b>	
<ul style="list-style-type: none"> <li>• The real time control of trains operating on the Network in accordance with operating parameters in the AUT</li> </ul>	
<b>Defined Service</b>	<b>Outputs</b>
<ul style="list-style-type: none"> <li>• Manage QR Network's train control centres to facilitate resource coordination and real time control of Train movements across the Network.</li> </ul>	Management and coordination of train operations on the Network.
<ul style="list-style-type: none"> <li>• Plan train movements</li> </ul>	Weekly train schedule Daily Train Plan
<ul style="list-style-type: none"> <li>• Coordinate train operations</li> </ul>	Information and train control directions and decisions.
<ul style="list-style-type: none"> <li>• Operate signalling systems and safe working procedures for train movements in a safe and effective manner</li> </ul>	Signal operations
<ul style="list-style-type: none"> <li>• Monitor and report on train operations, track conditions and signalling operations.</li> </ul>	Reports and Data provision
<ul style="list-style-type: none"> <li>• Management and operation of rollingstock information systems</li> </ul>	Train consist information, emergency procedures advice, delays service, rollingstock management systems.
<ul style="list-style-type: none"> <li>• Manage incidents affecting train operations and develop, implement and coordinate alternative train working and transport strategies</li> </ul>	Incident management, monitor and reporting of incidents, real time coordination and control.
<ul style="list-style-type: none"> <li>• Reporting incidents to safety regulators.</li> </ul>	Incident reports
<b>3. Possessions Management</b>	
<ul style="list-style-type: none"> <li>• The planning and management of track possessions in accordance with the possessions protocol</li> </ul>	
<b>Defined Service</b>	<b>Outputs</b>
<ul style="list-style-type: none"> <li>• Management and coordination of the process of planning of track possessions to enable delivery of the infrastructure maintenance and capacity expansion program for the Network inclusive of the expansion</li> </ul>	Track possessions specifications, work train movements, track possession planning management.

under this Deed.	
<ul style="list-style-type: none"> <li>Integration of the expanded infrastructure under the Deed with the Network and management of possessions across all network infrastructure in a coordinated manner to reduce impact on train operations</li> </ul>	Integrated possession plan
<ul style="list-style-type: none"> <li>On-site control of trains through, around or adjacent to track possessions and worksites in lieu of operational signal systems</li> </ul>	Information and train control directions and decisions.
<ul style="list-style-type: none"> <li>Provision of safe-working staff resources for worksite management</li> </ul>	Appropriately trained safe working staff (manual signals and direction on site).
<b>4. Infrastructure Response Management Services</b>	
<ul style="list-style-type: none"> <li>The identification, assessment and coordination of events and/or infrastructure failures (electrical, signals and track) including the provision of technical expertise and assistance where required and the communication of train controllers of potential and real impacts on network operations.</li> </ul>	
<b>Defined Service</b>	<b>Outputs</b>
<ul style="list-style-type: none"> <li>Coordinate maintenance staff in response to abnormal events for all engineering disciplines</li> </ul>	Timely coordination of sector maintenance staff
<ul style="list-style-type: none"> <li>Provide reporting and restoration of network defects and responses for and engineering disciplines in accordance with documented procedures.</li> </ul>	Infrastructure response report and consistency with incident management protocols.
<ul style="list-style-type: none"> <li>Initiate emergency response to ensure safety and security of incident site, people and property.</li> </ul>	Initial emergency response.
<ul style="list-style-type: none"> <li>On-site management of major incidents including coordination of all rail stakeholders and external emergency response agencies and other parties in the train recovery and infrastructure restoration activities, in accordance with incident management protocols.</li> </ul>	Efficient and effective site management. Documentation of damage and recovery requirements.

# Expansion Protocol Deed - User Constructed Signing page

**DATED:** \_\_\_\_\_

**EXECUTED** for and on behalf of **QR** )  
**NETWORK PTY LIMITED** by [ ] a )  
duly authorised officer in the presence )  
of: )

.....  
Signature of witness

.....  
Signature of authorised officer

.....  
Name of witness (block letters)

.....  
Office held

.....  
Name of authorised officer (block  
letters)

**EXECUTED** by [**PROPONENT**] in )  
accordance with section 127(1) of the )  
Corporations Act 2001 (Cwlth) by )  
authority of its directors: )  
)  
)

.....  
Signature of director

.....  
Signature of director/company  
secretary\*

\*delete whichever is not applicable

.....  
Name of director (block letters)

.....  
Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable

