



Master Services Agreement (Terms and Conditions) for Call When Needed Services

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RECITALS

- A. Australasian Fire and Emergency Service Authorities Council Limited (**AFAC**) is the national council for fire and emergency services and land management agencies across Australia and New Zealand. The National Aerial Firefighting Centre (**NAFC**) is a business unit of AFAC. In this Contract, AFAC may be referenced by the name NAFC, but AFAC will remain the legal and responsible entity under the Contract.
- B. AFAC and the States and Territories of Australia have entered into a separate agreement, the Resource Management Agreement (**RMA**). The purpose of the RMA is so that AFAC may coordinate management of emergency and firefighting resources.
- C. Under the RMA:
- a. the parties (excluding AFAC) are referred to as the Members;
 - b. the current Members are the States and Territories of Australia, with provision for other jurisdictions to become Members in the future;
 - c. AFAC is authorised by the Members to procure, on their behalf, aerial firefighting services to be provided to the Members, and is authorised, on behalf of each of individual Member and for the Members collectively, to enter into agreements such as Master Services Agreements for Call When Needed Services; and
 - d. AFAC grants authority to each Member to deploy and manage the operations of the aerial firefighting resources under agreements that AFAC enters into with providers, including the Services.
- D. Certain Members have agreed with AFAC to source Call When Needed (CWN) services through AFAC using ARENA. ARENA is the complete list of the participating Members' approved CWN Contractors, their CWN Services and associated Contract Prices.
- E. The Contractor must, as required under this Contract, respond to instructions and requests from Members in relation to the operation of the Services. The Members are authorised to act on behalf of AFAC in accordance with this Contract and particularly in relation to the operation of the Services.
- F. This Contract applies as a Master Services Agreement applicable to the Participation Deed between AFAC and the Contractor as the supplier of the Services (**Participation Deed**). As specified in each Participation Deed, each Participation Deed is subject to the terms and conditions of this Contract.

OPERATIVE TERMS

1. AGREEMENT

1.1 General Terms and Conditions

- a. This Contract comprises:
 - i. the terms and conditions contained in the Participation Deed; and
 - ii. the terms and conditions contained in the body of this document; and

- iii. the Defined Terms glossary available on the NAFC website [here](#). In this Contract, capitalised terms have the meaning given in that document, which document is incorporated into this Contract by reference; and
 - iv. any additional specifications and any other applicable information as approved by AFAC or a Member as applicable to the Services which may be contained in ARENA (including Aircraft, Price, insurances, and the Liable Member's policies, codes, guidelines, standards and standard operating procedures that are notified to the Contractor from time to time as mandatory at any time in advance of Standby/Dispatch);
 - v. the details included in any Standby/Dispatch instructions agreed in accordance with clause 2 of Schedule 2; and
 - vi. any other document created under the Contract or incorporated into it by reference, including details supplied in ARENA (for example, regarding Services Aircraft and Contract Prices) and information submitted by the Contractor in a Tender.
- b. In this Contract, 'Contract' means these terms and conditions, together with the terms and conditions specified in any particular Participation Deed between AFAC and the Contractor, upon which AFAC and the Contractor have agreed to do business.

1.2 Other Documents incorporated into the Contract

- a. Throughout the Contract there may be other documents referred to which will apply to the Services, such as the NAFC Standards and Member operating procedures. The Contractor must act in accordance with these other documents where they are applicable to any Service that the Contractor is providing.
- b. Any other documents such as NAFC Standards and Member operating procedures which are referred to in this Contract will still be considered part of this Contract and must be read and construed as such.
- c. NAFC Standards and Member operating procedures may be amended or updated from time to time. Amendments or updates to these documents will be communicated to the Contractor but will not necessarily result in a variation to this Contract. If an update or an amendment has a significant effect on this Contract then it may result in a variation to this Contract in accordance with clause 6.2.
- d. If at any time during the Contract Period, there is a change to any of the NAFC Standards or Member operating procedures then the Contractor agrees to accept any change in good faith and to implement any change as soon as possible and without any additional cost, except if the change or its implementation results in a:
 - i. material increase in costs to the Contractor to provide the Services, then AFAC may consider, in its absolute discretion, a variation to the Contract Prices.
 - ii. material decrease in costs to the Contractor to provide the Services, then the Contractor will agree to negotiate in good faith with AFAC a variation to the Contract Prices.
- e. All NAFC Standards together with any amendments or updates will be made available to Contractors by publication on the NAFC website.

- f. Contractors are responsible for ensuring that they are at all times providing services in accordance with current NAFC Standards and Member operating procedures.

1.3 Priority

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

1.4 Interpretation

- a. In this Contract, unless the contrary appears:
 - i. the clause headings are for convenience only and have no effect in limiting or extending the language of the provisions to which they refer; and
 - ii. references to any legislation or to any provision of any legislation includes any modification or re-enactment of, or any legislative provision substituted for, and all statutory instruments issued under, such legislation or such provision; and
 - iii. words denoting the singular include the plural and vice versa; and
 - iv. words denoting gender include all genders; and
 - v. words denoting individuals include corporations, organisations and government bodies and vice versa; and
 - vi. references to clauses and Schedules are references to clauses and Schedules of this Contract; and
 - vii. references to any document or agreement including this Contract include reference to such document or agreement as amended, varied, noted, replaced or supplemented from time to time; and
 - viii. references to any part of this Contract or other document or agreement include its successors and permitted assigns; and
 - ix. references to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes.
 - x. the word "month" means a calendar month; and
 - xi. the word "week" means a continuous seven day period; and
 - xii. the word "day" means a calendar day; and
 - xiii. the words "business day" means a day that is not a Saturday or Sunday or public holiday, special holiday or bank holiday in Victoria; and
 - xiv. the word "year" means a continuous 12 month period; and

- xv. a reference to “USD” is a reference to United States dollars, a reference to “CAD” is a reference to Canadian dollars, otherwise a reference to “\$”, “A\$”, “dollar” or AUD means Australian dollars.

2. SERVICE SUMMARY

2.1 The Services

- a. The Contractor is required to provide the Services to the Members on a CWN basis. The Services to be supplied by the Contractor are specified in the Participation Deed.
- b. The delivery of these Services will require the Contractor to undertake tasks and roles including, but not limited to:
 - i. Aerial Firefighting;
 - ii. ensuring the performance of tasks for specified fire incidents, emergency operations and other activities and general operations of a Member under the direction of a person authorised by a Member;
 - iii. maintaining preparedness to deliver the Services and to perform the tasks;
 - iv. when required, standing by and maintaining appropriate levels of readiness to respond within the specified Nominated Response Times;
 - v. ensuring that the Aircraft is supplied with sufficient fuel.
- c. The Contractor acknowledges that the tasks:
 - i. may have to be performed in the defined Operating Environment; and
 - ii. may have to be performed on any day during any Service Period, at any time of the day or, for specific Services, at night; and
 - iii. must be performed with a high level of skill, care, diligence and professionalism; and
 - iv. require specialised equipment; and
 - v. require specialised Flight Crew skills.
- d. Any Member may request the Services to be provided in any Australian state or territory, and to require the Services to be provided during a Service Period during which period the Member is the Liable Member.
- e. Any Member may require the Aircraft providing the Service to:
 - i. operate from, and be temporarily based at, any suitable Aerodrome in Australia; and
 - ii. operate from unimproved Aerodromes, which may be in remote or inaccessible locations.

2.2 Additional Services

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

2.3 AFAC acting for the Members

- a. In accordance with the RMA, AFAC enters into this Contract in order that Members may acquire aerial firefighting services, including the Contractor's Services
- b. The Contractor acknowledges and agrees that in providing the Services under this Contract:
 - i. the Contractor will supply the Services to and respond to instructions from the Liable Member in accordance with each accepted Standby/Dispatch order (i.e. during a Service Period);
 - ii. for the time that those Services are being provided to that Liable Member (i.e. during a Service Period), that Liable Member:
 - A. will exercise the powers, duties, discretions and authorities of AFAC in relation to those Services and will have full power and authority to act for and on behalf of and to bind AFAC in relation to those Services; and
 - B. the Contractor must respond to instructions and requests from that Member in relation to the Services, and the Contractor will communicate with the Member in relation to such Services;
 - iii. where there is more than one Service under this Contract, individual Services may be provided to different Members; and
 - iv. payments of Contract Prices for Services are payable by the Liable Member.
- c. The powers, duties, discretions and authorities conferred on a Member under clause 2.3b do not prevent AFAC from exercising those powers, duties, discretions and authorities; and in the event of a conflict between a Member and AFAC the decision of AFAC will prevail.

2.4 Enforcement by AFAC for Members, and by Members for AFAC

- a. The Contractor agrees that:
 - i. this Contract is entered into by AFAC on behalf of itself and on behalf of the Members;
 - ii. AFAC may enforce this Contract on behalf of itself or any or all of the Members; and

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

2.5 Non-exclusive

- a. The Contractor will provide the Services for each accepted Standby/Dispatch.
- b. This Contract does not confer any exclusivity or preference on the Contractor in relation to the supply of the Services to the Members.

2.6 No minimum or maximum

- a. No Member is required to order any Services at all from the Contractor, and if and when it does submit an order for Services it will not be subject to any minimum or maximum requirements for matters such as the duration, extent, volume, number or the Services required.
- b. The approval of any Services and Contract Prices by AFAC , and inclusion of those Services in ARENA accordingly, does not mean that any Member will call upon those Services in any volume or at all.

3. CONTRACTOR RESPONSIBILITIES AND OBLIGATIONS (GENERAL)

3.1 Compliance

- a. The Contractor must:
 - i. without limiting the generality of clauses 3.1a.iii and 3.10, the Contractor must hold an AOC and/or Aerial Work Certificate issued by CASA and endorsed for all the Services to be carried out, , including with respect to the carriage of passengers if required;
 - ii. maintain documented operational systems and procedures specific to the delivery and performance of the Services, including, but not limited to, those required by CASA or other Relevant Authority;
 - iii. comply with all applicable Laws, licences, permits and authorisations, including:
 - A. any requirements under the Heavy Vehicle National Law and/or applicable state, territory or Commonwealth road transport Laws, including in respect of refuelling requirements and associated record keeping;
 - B. the Australian Code for Transport of Dangerous Goods by Road and Rail, as updated or replaced from time to time;
 - C. the Privacy Legislation; and

- iv. any relevant operational orders, NAFC or Member policies or standards and any procedures or instructions issued by AFAC or the Members, as notified to the Contractor from time to time and as related to the provision of Services; and
- v. obtain any necessary exemptions or special provisions that may be required to provide the Services, and must ensure compliance with whatever requirements are in place at any point in time.

3.2 Capacity to perform the Services

- a. The Contractor must:
 - i. ensure that the Aircraft and Flight Crew are capable of carrying out the Services according to the Specifications and standards described in this Contract, at any time that the Service is listed by the Contractor as Available; and
 - ii. be responsible for modifying and/or equipping the Aircraft, including arranging all necessary approvals and authorisations, to meet the requirements of this Contract to carry out the Services required; and
 - iii. be responsible for and ensure that it has all certificates, exemptions, flight manuals and flight manual supplements, operations manual supplements, endorsements and approvals or any other authorisations where necessary to carry out the Services required.

3.3 Cooperation

The Contractor must cooperate with all relevant Authorities, including other relevant aircraft Operating companies, to ensure that the Services are supplied efficiently, seamlessly, safely and otherwise as required under this Contract.

3.4 General performance standards

- a. Without limiting any other obligations in this Contract, the Contractor:
 - i. must provide the Services in accordance with the Specifications and this Contract, together with all materials, services, functions and responsibilities not specifically described in this Contract, but which are incidental to or otherwise necessary for the Contractor to provide the Services;
 - ii. must provide the Services with a high degree of care, safety, skill and diligence in a proper and professional manner having regard to the nature of the Services and the Operating Environment;
 - iii. must provide the Services in a manner that assists the Liable Member in discharging and complying with its obligations under applicable Laws;
 - iv. provide the Services in a safe, timely and efficient manner, reasonably promptly and without undue delay;
 - v. comply with any reasonable directions given by AFAC or the Members from time to time in connection with the Services;

- vi. provide the Services in accordance with all relevant Australian industry standards, best practice and guidelines and all necessary licences and consents, including standards specified in the Specifications or any warranties set out in this Contract;
 - vii. comply with all applicable Laws including those relating to aviation, industrial relations, work health and safety, environmental laws and vehicle laws;
 - viii. in a manner which could reasonably be expected to protect AFAC and the Members' interests; and
 - ix. must comply with all relevant policies of AFAC and the Members disclosed to the Contractor from time to time including but not limited to those set out in this Contract.
- b. The Contractor accepts that AFAC enters into this Contract relying on the Contractor's representations that it possesses the skill, experience and ability to comply with the standards set out in clause a and that it will provide the Services for the Term to a high standard and provide the Services in a safe and timely manner.

3.5 Specific Performance Measures

- a. The Contractor must provide the Services so as to meet or exceed the Performance Measures specified in the Participation Deed.
- b. In addition to and without limiting any other right it has under this Contract, AFAC and the Members reserve their right to take into account the extent to which the Contractor has met or exceeded, or failed to meet or comply with the Performance Measures when determining to take any action in accordance with other rights under this Contract, including if the Members will issue any future Standby/Dispatches to the Contractor.

3.6 Performance management and monitoring

- a. The Contractor's performance against the Performance Measures and the terms and conditions of this Contract may be measured and reported from time to time by AFAC or the Members.
- b. At the request of AFAC or a Member, the Contractor will participate in an active performance management, monitoring and review program specific to the Services.
 - i. The performance management and monitoring program will provide a means of assessment of the Contractor's performance and of determining if the Contractor is delivering the Service at or above the standard specified by this Contract.
 - ii. Representatives of the Members, AFAC, and the Contractor's Contract Manager and any other appropriate representatives of the Contractor may meet during the Term to review the performance of the Contractor's obligations under this Contract.
- c. The Contractor acknowledges that the results of any performance review meeting or management and monitoring program under this clause 3.6 may be made available by AFAC to the Members or may be made available by any Member to any other Member.
- d. In general, the Contractor must:
 - i. monitor its performance against the Performance Measures;

- ii. ensure that it is able to detect and mitigate against any failure to meet the Performance Measures; and
- iii. investigate each failure to meet a Performance Measure which has (or may have had) an adverse effect on the Services.

3.7 Commitment to Safety and Quality

- a. For the duration of the Contract Period and in relation to the Services provided under this Contract, the Contractor must have and must maintain plans, manuals, systems and programs to a standard acceptable to AFAC and the Members, including but not limited to:
 - i. a Safety Management System; and
 - ii. Fatigue Management system or program; and
 - iii. occupational health and safety and workplace safety programs; and
 - iv. a Drug and Alcohol Management Program that applies to the Contractor's aviation operations, including fuelling (if applicable); and
 - v. any other documents required by legislation and regulations.
- b. The Contractor must work cooperatively with AFAC and the Members to develop and improve the safety, efficiency and effectiveness of operations through further development of equipment and refinement of techniques and practices.
- c. The Contractor must take all reasonable precautions for the safety of the public and the Contractor's Personnel engaged in performing the Services.
- d. The Contractor must implement and continually evaluate a quality assurance governance approach that ensures the Services are safe, of a high standard and otherwise in accordance with best practice and the requirements specified in this Contract including the Specifications.

3.8 Accident, incident and near misses

- a. The Contractor must immediately report to AFAC and the Members via ARENA, and otherwise in accordance with the requirements of Members' Standard Operating Procedures in relation to accident, incident and near miss reporting:
 - i. the receipt of any notice of inquiry and/or any subsequent infringement from CASA or other Relevant Authority;
 - ii. any 'immediately reportable matters' and, within 72 hours, any 'routine reportable matters' as those terms are defined in the *Transport Safety Investigation Regulations 2021 (Cth)*, however caused, and whether or not occurring in the course of the delivery of the Services under this Contract, and whether or not occurring in Australia;
 - iii. any notices issued to the Contractor concerning infringements of the Health and Safety Laws where such infringements relate to the Services;
 - iv. the discovery of any non-approved aircraft parts and maintenance on any of the Contractor's Aircraft; and

- v. any breach or suspected breach of any Laws where such a breach or suspected breach relates to the Services.
- b. Failure by the Contractor to report any accidents, near misses or other incidents may result in the termination of this Contract.
- c. The Contractor must complete and provide to AFAC and the Members any documentation required by AFAC or any Member, within 24 hours of any request.
- d. The Contractor acknowledges and agrees that it and its Personnel will fully cooperate with any investigation (either by a Member or any Relevant Authority) into such accident, incident or conduct.
- e. The Contractor must provide details via ARENA of any suspensions of licences or approvals for its Aircraft and/or CWN Equipment and relevant Personnel including pilots, maintenance Personnel, MFU operators and other Personnel involved in refuelling that require licences. The notice must include any details of suspensions, any accidents, incidents or near misses that occurred at any time, and the reasons for those suspensions.

3.9 General Requirements for Aircraft

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

3.10 Category of Operation for Services with Passenger Carriage

- a. Where the Services require the carriage of passengers, it is the Contractor's responsibility to ensure that it holds:
 - i. an AOC; or
 - ii. an AWC,that authorises the carriage of any passengers that the Contractor is required to carry.

3.11 Pilot in Command

- a. For the avoidance of doubt, the pilot in command of the Aircraft is responsible for the safe operation of the Aircraft and the safety of its occupants and payload. The pilot in command has final authority to determine whether any flight can be accomplished safely and may refuse any flight or operation on the grounds of safety, notwithstanding the existence of a Dispatch instruction.
- b. The pilot in command must ensure that the Aircraft is operated in accordance with the Aircraft's flight manual, including but not limited to, within flight envelope limitations.

3.12 Contractor Personnel

- a. The Contractor will be responsible for the proper conduct of persons employed by or acting for the Contractor or any subcontractor, including ensuring that all Personnel and subcontractors comply with the requirements of this Contract in carrying out the Services specified.

- b. The Contractor will provide and supervise an appropriate and sufficient number of qualified Personnel to enable timely and proper performance and completion of the Services. All such Personnel will be competent, literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned in relation to the Services.
- c. The Contractor will have key Personnel experienced in managing and supporting operations which require high standards, and which must be completed in a timely fashion including in the defined Operating Environment. They must understand the importance of dispatch reliability in Aerial Firefighting and emergency operations and other activities and must have in place systems to ensure that operations that are conducted on an infrequent or irregular basis are still conducted in the most reliable and efficient manner.
- d. During a Service Period, the Contractor is responsible for crewing arrangements in order to supply the agreed Services. Accordingly, the Contractor must:
 - i. ensure the provision of the required Flight Crew and Crewperson training, experience and currency;
 - ii. have access to a sufficient number of suitably qualified, trained and current Flight Crew and Crewpersons such that legislative flight and duty time limitations and fatigue management provisions do not limit availability or provision of the required Services, including maintaining access to back up facilities and suitably qualified relief Flight Crew and Crewpersons and “out of hours” servicing as the tasks may involve operations under emergency conditions; and
 - iii. make all reasonable efforts to communicate any such limitations ahead of the time when the Service’s availability may be so limited.
- e. The Contractor must ensure that all Personnel engaged in the provision of the Services:
 - i. hold all qualifications, registrations and licences required by Law;
 - ii. are aware of and comply with any obligations relevant to the performance of their work contained in:
 - C. this Contract;
 - D. policies or standard operating procedures of the Members (including those found in ARENA under the Bookshelf tab);
 - E. the Contractor’s operations manual; and
 - F. relevant Laws;
 - iii. conduct themselves in an appropriate, professional and efficient manner, and act diligently, ethically, soberly and honestly; and
 - iv. present in a neat, clean and professional manner; and
 - v. do not take or use any drug unless:
 - G. prescribed by a medical practitioner or lawfully available without prescription; and

- H. used in accordance with directions; and
- I. used in accordance with Law; and
- vi. act with all proper diligence, in good faith and in a manner which is consistent with the Contractor's obligations under this Contract;
- vii. comply with all policies, procedures, rules, regulations, standards of conduct and the lawful directions and instructions of AFAC and the Members in respect of use of their premises, equipment, business ethics or methodology, or contact with their personnel or customers; and
- viii. do not commit any criminal offence and do not otherwise breach any law or regulation which could adversely affect the interests of AFAC, any Member or the provision of the Services; and
- ix. do not sexually harass or bully any person or unlawfully engage in discriminatory behaviour; and
- x. carry and display at all times identification as deemed appropriate by AFAC or the Member; and
- xi. do not otherwise act in any manner, which could disrupt or adversely affect AFAC's or any Member's reputation, interest or goodwill.
- f. AFAC or any Member may require the removal and/or replacement of any Personnel who, in the reasonable opinion of AFAC or the Member, are not performing the Services to a satisfactory standard, or who are not maintaining appropriate safety standards, or otherwise do not comply with clause 3.12e.

3.13 Environmental Responsibilities

- a. The Contractor is responsible for ensuring that its operations in providing the Services and other activities related to the Services comply with environmental laws including obligations to not cause environmental damage to property, facilities or the natural environment.
- b. The Contractor must take all reasonable steps to prevent the transfer of environmental contaminants such as soil, seeds, algae, fungi or other plant material on Aircraft, vehicles, footwear, clothing or other equipment. The Contractor must develop and implement environmental and hygiene protocols acceptable to Liable Members.
- c. The Contractor must indemnify AFAC and the Members against any loss, cost, damage or expense, (including any fine or penalty imposed by any Relevant Authority) which AFAC and the Members may incur as a consequence of any failure to comply with this clause.

3.14 Subcontracting / Assignment

- a. The Contractor must not:
 - i. assign, novate, subcontract, mortgage, charge or encumber in any way the Contract or any part of it; or

- ii. assign, novate, subcontract, mortgage, charge or encumber in any way the execution of the Services; or
- iii. assign, novate, subcontract, mortgage, charge or encumber in any way any right to receive any money under this Contract; or
- iv. allow a change in the Effective Control of the Contractor;

without first obtaining the express written consent of AFAC, which may be withheld by AFAC in its absolute discretion.

- b. For the avoidance of doubt, for the purposes of this clause 3.14, “subcontracting” involves assigning the performance of the contractual obligation to perform all or part the Services to a third party (for example, subcontracting the performance of the Services to another aerial firefighting operator). “Subcontracting” does not include, for example, subcontracting individual Personnel such as pilots where the Contractor entity itself continues to be responsible for the performance of the Services.
- c. If AFAC consents to the Contractor subcontracting all or part of the Services under this Contract, then the Contractor accepts full responsibility and liability for the performance of its subcontractors, the Contractor will remain fully liable for all its obligations under this Contract (notwithstanding the subcontracting) and for all acts and omissions of its subcontractors as fully as if they were the acts and omissions of the Contractor, and must ensure:
 - i. that each subcontractor complies with the terms of this Contract; and
 - ii. that each subcontractor operates under the Contractor’s AOC/AWC unless otherwise permitted by AFAC or the Member; and
 - iii. that it has in place appropriate controls and systems for the regulation and supervision of subcontractors; and
 - iv. that it has in place processes to satisfy itself that its subcontractors will comply with all applicable Laws, particularly in relation to industrial relations and safety; and
 - v. that it has in place appropriate orders of precedence of documents and procedures to resolve any conflict between the documents or procedures of the Contractor and its subcontractors; including but not limited to, any operations manual or operations manual supplement.
- d. A breach or failure to perform by any subcontractor will not excuse the Contractor from the performance of this Contract in accordance with its terms nor will it affect the liability of the Contractor under this Contract.
- e. AFAC may revoke its approval of a subcontractor at any time without cause by giving written notice to the Contractor.

3.15 Media

- a. The Contractor and its Personnel must not divulge any Confidential Information regarding the nature or progress of the Services or give any publicity, media reports, or engage in any form of social media concerning the Services except with the written consent of AFAC or a Member.

- b. The Contractor's obligations under this clause 3.15 will not extend to:
 - i. information already in the public domain other than due to a breach of this Contract; or
 - ii. any disclosure required by Law.
- c. The operation of this clause 3.15 survives the termination or expiration of this Contract.

3.16 Reputation

The Contractor must not, and must ensure its Personnel must not, do or omit to do anything which may:

- a. damage, bring into disrepute or ridicule AFAC's or a Member's name, messages or reputation; or
- b. attract public or media attention which may be prejudicial or otherwise detrimental to AFAC's or a Member's name, messages or reputation.

3.17 Conflict of Interest

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

3.18 Insurance

- a. The Contractor shall (at its own cost) effect and maintain with reputable insurers comprehensive insurance policies in relation to any liability arising out of this Contract, including:
 - i. insurances of the type and to at least the values specified in clause 1 of Schedule 1; and
 - ii. insurance providing full indemnity in respect of claims under Law for personal injury or the death of any person in the employment of the Contractor and arising out of and in the course of such employment, which insurance shall comply with all applicable Laws relating to worker or accident compensation or employer liability (and in the case that a subcontractor is approved in accordance with this Contract, that the subcontractor takes out and maintains such insurance).
- b. The Contractor must record details relating to the currency and extent of these mandatory insurances on ARENA. These details must be reviewed and updated so that the information contained within ARENA is at all times up to date. Upon request by AFAC or a Member, the Contractor must promptly provide any further information reasonably necessary in relation to such insurance.
- c. The Contractor will ensure that the policy of insurance that is effected in compliance with clause 3.18a above:

- i. includes as named insured *“Australasian Fire and Emergency Service Authorities Council Limited known as the National Aerial Firefighting Centre or NAFC and the States and Territories of Australia their servants, agents or independent contractors engaged by one or more of them”*; and
 - ii. provides that any cancellation of the policy by the insurer will not take effect until 30 days after written notice of such cancellation has been given to AFAC; and
 - iii. provides that a notice of claim given to the insurer by one insured party will be accepted by the insurer as a notice of claim given by each of the insured parties; and
 - iv. provides that a breach or failure to observe and fulfil the terms of the policy by any party comprising the insured will not prejudice the rights of remaining parties comprising the insured; and
 - v. includes a clause in which the insurer agrees to waive all rights of subrogation or action against any insured, its directors, executive officers, servants, agents and employees; and
 - vi. allows for claims to be made against the policy during the Contract Period and after the conclusion of the Contract Period in accordance with legislation and common law principles relating to limitation periods.
- d. If the Contractor neglects, fails or refuses to keep in force any of the insurances which are required by this Contract or fails to make available those policies and evidence of currency as required, then:
- i. the Contractor’s Services will be considered to be Not Available and the Contractor shall forfeit any payments or monies due under this Contract until such time as the evidence of currency is provided or until such insurances are procured; and
 - ii. AFAC or a Member is entitled to take actions they consider reasonable and proportionate including refraining from issuing any Standby/Dispatch instruction until such time as the issue is remedied, raising a dispute pursuant to clause 6.12, or terminating this Contract in accordance with clause 6.9.
- e. This clause 3.18 survives the termination or expiration of this Contract.
- f. The Contractor’s liability to AFAC will not be limited in any way because of any insurance. In all situations relating to insurance under this Contract, the Contractor is responsible for determining the risks and scope of insurances required, assessing and considering the completeness of the items insured, the adequacy of the sums insured, the limit of liability, scope of coverage, conditions or exclusions of those insurances in respect of how they may or may not respond to any loss, damage or liability.

3.19 Indemnity

- a. The Contractor releases, indemnifies and holds harmless AFAC and the Members and each of AFAC’s and the Members’ directors, officers, employees, contractors and agents; from and against all losses, including, but not limited to, any loss of profit, loss of use, loss of anticipated profit, loss of production, loss of revenue, loss of contracts, including this Contract, loss of goodwill, loss of opportunity, loss of reputation, loss of data or for any financial or similar economic loss or for any indirect or consequential damages,

expenses, actions, claims, suits, fines, penalties and demands whatsoever (including the cost of defending or settling any action, claim or demand which may be brought against AFAC by any third party) relating to or arising out of:

- i. any negligence or wrongful act or omission of the Contractor or the Contractor's Personnel, subcontractors, or agents or of any other persons for whose acts or omissions the Contractor is vicariously liable; or
 - ii. death, injury, loss of or damage to the Contractor, the Contractor's Personnel, subcontractors, or agents or of any other persons; or
 - iii. an infringement or claimed infringement of a patent, trademark, design, copyright or other protected or Intellectual Property right of a third party arising from an act or omission of the Contractor; or
 - iv. any breach of any Law caused by the Contractor;
 - v. any breach of this Contract by the Contractor.
- b. The Contractor acknowledges and agrees that any indemnity under this Contract in favour of AFAC and the Members is held on trust by AFAC and may be enforced or recovered by AFAC or the Members in any manner acceptable to AFAC or the Members.

4. CONTRACTOR REQUIREMENTS AND OBLIGATIONS (SERVICE PERIOD)

4.1 Service Periods

The process for creating Service Periods (by the Contractor accepting a Standby/Dispatch request) is specified in Schedule 2.

4.2 Response time prior to a Service Period

- a. The Contractor may publish an Availability Time for its Services via ARENA. This is the time required for the Service to be available to commence a Service Period, i.e. to be placed on Standby or to become airborne if Dispatched.
 - i. The Availability Time must include any Nominated Response Time. In other words, the aircraft should be able to be airborne and to commence operations when the Availability Time has concluded.
- b. Where the Contractor publishes an Availability Time but does not reasonably meet this time if subsequently Dispatched to a task or placed on Standby the Member may consider the Service to be Not Available.

4.3 Readiness Requirements during any Service Period

- a. During any Service Period the Contractor will maintain an appropriate level of readiness to ensure that the Aircraft will be ready to be airborne and proceeding to carry out the tasks required as soon as safely practicable and within the Nominated Response Time.
- b. During any Service Period the Nominated Response Time will be 15 minutes unless otherwise mutually agreed in advance between the Contractor and the Member (i.e. if specified in ARENA).

- c. As practicable and by notice to the Contractor, a Member will relax the readiness requirement so that it only applies for a certain period, such that the planned tour of duty for each shift of the Aircraft's Flight Crew will not normally exceed a certain number of hours in that day.

4.4 Response Requirements during any Service Period

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

4.5 Fuelling Requirements during any Service Period

- a. During any Service Period the Contractor will ensure that it is meeting the fuelling requirements for the Service as specified in the agreed Standby/Dispatch request.
- b. **For MFU Services, and Services operating on a Wet-A Minus or Wet-B basis**, during any Service Period the Contractor will take all reasonable steps to ensure that any fuelling facility and/or MFU used to fuel or refuel aircraft:
 - i. complies with all applicable Laws regarding refuelling operations within the State or Territory in which it operates;
 - ii. is operated by an appropriately licensed Refuelling Operator with aircraft fuelling qualifications and experience deemed suitable for the safe and effective aircraft fuelling and associated operations under relevant state and federal Laws; and
 - iii. supplies fuel that is of high quality, free of contaminants and of an appropriate standard for the safe and reliable operation of aircraft in the Operating Environment.
- c. **For Services operating on a Wet-B basis**, during any Service Period the Contractor:
 - i. is expected to be self sufficient in the provision of fuel and other consumables relating to the Service. This includes:
 - A. providing fuelling infrastructure and fuel at the NAB; and
 - B. arranging with fuel providers to fuel into-aircraft at locations where those fuel providers normally operate; and

- C. managing fuel suppliers, including processing invoices and payments to fuel suppliers, and
 - D. managing non-fuel consumables including oil, other lubricants, hydraulic fluid, compressed air and special mixtures for starting aircraft. This does not include Fire Suppressant or Fire Retardant;
- ii. will ensure that the aircraft is supplied with fuel as required for the uninterrupted performance of the tasks by the Aircraft.
 - iii. is not required to provide MFUs.
- d. **For Services operating on a Wet-A Minus basis**, in addition to Clause 4.5(b), during any Service Period the Contractor:
- i. is expected to be self sufficient in the provision of fuel and other consumables relating to the Service. This includes:
 - A. providing fuelling infrastructure and fuel at the NAB; and
 - B. providing suitable MFUs to supply and re-supply fuel into aircraft at locations where the Aircraft is operating away from the NAB, without unreasonable delay; and
 - C. managing fuel suppliers, including processing invoices and payments; and
 - D. arranging for replenishment of the Contractor's into-aircraft facilities to ensure that there is no interruption to provision of the Service;
 - E. managing the non-fuel consumables including oil, other lubricants, hydraulic fluid, compressed air and special mixtures for starting aircraft, and fuel and lubricants for the MFU. This does not include Fire Suppressant or Fire Retardant.
 - ii. at the commencement of any day of a Service Period, must ensure that that a MFU is loaded with sufficient fuel for the aircraft it supports to operate for at least ten hours in the Operating Environment;
 - iii. must ensure that the MFU is supplied and re-supplied with aviation fuel as required to allow for the uninterrupted performance of the tasks by the Aircraft;
 - iv. must ensure that at any time a MFU is positioned at the NAB, or another location approved by the Member to ensure optimum support to the Aircraft in carrying out the tasks and minimise any delays in fuelling
 - v. must meet or exceed the operating provisions of Member operating policies and procedures regarding MFUs and fuel
- e. **For Services operating on a Dry basis**, during any Service Period the Contractor:
- i. is required to be self sufficient in the provision of all non-fuel consumables relating to the Service, including oil, other lubricants, hydraulic fluid and compressed air. This does not include Fire Suppressant or Fire Retardant, or special mixtures for starting aircraft;
 - ii. is not responsible for arranging or paying for the supply of fuel to the Aircraft.

4.6 Testing of Procedures and Systems

During any Service Period the Contractor will ensure that as far as is practicable, procedures and systems are in place to ensure that the Service responds as required. This will include but is not limited to:

- a. ensuring that equipment and systems associated with the tasks and as required by this Contract are prepared and ready, and that the readiness of such equipment and systems is checked prior to the beginning of each Service Period; and
- b. ensuring that Personnel can operate the equipment and systems and are properly trained and competent to carry out the Services, and that the appropriate level of competency is maintained and checked in accordance of the requirements of this Contract; and
- c. testing the proper operation of the Aircraft and aircraft systems required to deliver the Service including but not limited to avionics, communications and global positioning systems specified in Schedule 5, during the first flight on any day that the Aircraft flies. The test will be made as soon after take-off as is practical. Where AFAC or a Member requires that the test must be undertaken according to a specific procedure, the procedure will be conveyed to the Contractor.

4.7 Service Status during the Service Period

- a. The Contractor must maintain its availability information in ARENA such that the Member can readily assess availability should a need for Services arise.
- b. Any Service supplied by the Contractor must at any point in time prior to, or during any Service Period be considered to have a status as follows:
 - i. **Available** means:
 - A. the Service meets all requirements of this Contract; and
 - B. the Aircraft is ready and able to be airborne and commence tasks in accordance with all requirements of this Contract; and
 - C. sufficient Personnel are available to enable the Service to be delivered without interruption; or
 - ii. **Available (Limited)** means the Service is Available but, by express agreement with a Member, it does not meet all requirements of the Contract (for example due to a minor equipment fault that is not safety or performance related or the carrying out of minor maintenance); or
 - iii. **Not Available** means the Service is not of Available or Available (Limited) status as described in this clause.
- c. The Contractor is required to immediately notify the Member if any Service, during a Service Period, becomes Available (Limited) or Not Available within the terms of this Contract for whatever reason, by updating ARENA accordingly. In the case of a Service of Available (Limited) and Not Available status, ARENA must include information as to the reason for the status and the time when the Service will be of Available status.

- d. The Contractor is required to immediately notify the Member once the Service returns to Available status during a Service Period. In particular, during a Service Period, the Contractor must:
 - i. notify the Member immediately if it is experiencing an event likely to cause a failure to provide the Service that has not been previously notified; and
 - ii. take all reasonable steps to minimise the impact and length of any event likely to cause a failure to provide the Service.
- e. The Contractor must maintain accurate and comprehensive records of the availability and status and operations of any Service during a Service Period, and is required to provide information to AFAC or a Member upon request regarding the availability, status and operations of the Service, for verification purposes.

4.8 Failure to Provide Services

- a. Without limiting any other rights of AFAC or the Liable Member's other rights and remedies under this Contract or at law, if the Contractor refuses or otherwise fails to supply the Services during the Service Period in accordance with this Contract including:
 - i. by supplying defective Services; or
 - ii. by failing to supply the Services (including by failing to supply the Services because one of its suppliers (such as a refuelling supplier) has declined to provide it with services),

then AFAC or the Member may give a notice in writing to the Contractor specifying the Services affected, the defects in question and a reasonable timeframe for rectifying those defects (which may include re-performing services). If the Contractor receives such a notice it must at its own cost and at AFAC or the Liable Member's option:

- iii. perform the relevant Services again within the timeframe specified in the notice; or
 - iv. the Contractor will be liable for, and will pay or credit to, the Member for any costs incurred by the Member due to that refusal or failure, including any additional costs of obtaining such Services from another person, and the Member will not be liable for the payment of the Contract Prices in respect of that Service and may deduct from monies due to the Contractor in accordance with clause 5.1.
- b. In effecting its rights under clause 4.8a, the Members will use reasonable efforts to mitigate any costs incurred by it in the procurement of any alternative Service.

4.9 Changes to Aircraft or Services

- a. The Contractor will not make any changes to the Aircraft or Services indicated by the Contractor in their Tender response unless it has notified AFAC by recording changes in ARENA. In notifying the change, the Contractor must clearly identify the need for such change and any expected improvement in the Services it provides. For example, with the prior approval of AFAC the Contractor may utilise a substitute Aircraft to carry out a Service.
- b. If the Contractor wishes to vary the Contract Prices as a result of the change referred to in clause 4.9a, the Contractor must notify AFAC and provide proposed revised Contract

Prices that are a fair and reasonable adjustment in light of the change requested, in accordance with clause 2.3 of Schedule 3. Any proposal must be submitted as soon as reasonably practicable and must be reasonably substantiated.

- c. Any additional or modified Services must be approved by AFAC and must meet the specifications set by this Contract. Any additional or modified Services will be provided under the terms and conditions of this Contract.

4.10 Records during a Service Period

- a. Flight Crew must maintain accurate records in ARENA of operations in the form of Flight Operations Return documents supplied by, or in a form acceptable to, a Member.
- b. When records of operations are recorded manually the times will be recorded to the nearest minute.
- c. When records of operations are recorded by an automated device, they must be recorded to the nearest second.
- d. The Contractor will ensure that Flight Operations Return documents are prepared and presented for endorsement as per a Member's requirements.
- e. The Contractor must maintain accurate and complete records, reports, documents, data, books of account, and other evidence relating to the performance of the Services.

4.11 Information and documents on ARENA

- a. The Contractor will upload and maintain on ARENA all information and documentation that is required to be provided on ARENA by this Contract, and all other information and documentation as is reasonably required by AFAC or the Members from time to time.
- b. The Contractor is responsible for ensuring that its information and documentation contained on ARENA or otherwise provided to AFAC or the Members is at all times up to date, true and correct.

4.12 Record keeping

The Contractor must:

- a. keep true accounts and records of its provision of the Services in sufficient detail to demonstrate the Contractor's compliance with this Contract; and
- b. maintain those accounts and records for a minimum period of 7 years after termination or expiry of this Contract.

5. RIGHTS OF AFAC AND THE MEMBERS (INCLUDING INSPECTION AND STAND DOWNS)

5.1 Responsibility of the Contractor

The Contractor is fully responsible for the undertaking the Services to the Members, and AFAC will not be responsible for any aspect of performing the Services.

5.2 Right to conduct inspections and audits

- a. AFAC or any Member may:
 - i. conduct an inspection or audit in accordance with clause 5.3 at any time to assess the Contractor's past compliance with this Contract, or its ability to comply with the Contract in the future; and
 - ii. conduct such inspections or audits by AFAC or Member personnel or by an appointed independent outside auditor, subject to appropriate confidentiality undertakings.
- b. The Contractor acknowledges and accepts that the supply of Services under this Contract may be evaluated and that the delivery of any aspect of the Services may be measured, photographed, filmed or recorded.
- c. The Contractor acknowledges and accepts that aspects of the performance of the Services may be analysed and reported, subject to this Contract, in publicly available publications.
- d. For the avoidance of doubt:
 - i. such inspections or audits may occur immediately prior to the commencement of any Service Period (in order that a Member may determine that the Aircraft and CWN Equipment for the Service satisfactorily meet the requirements of this Contract); and
 - ii. AFAC or a Member may, prior to a Service Period, reasonably require that the Contractor demonstrate, at no cost to AFAC or the Member, that the Aircraft complies with the requirements of this Contract where the compliance has not been previously demonstrated to AFAC or a Member within 12 months of the request.

5.3 Inspections and audits

- a. Where possible, AFAC or a Member will provide the Contractor with notice of any audit and will endeavour to conduct any inspection or audit on a Business Day during business hours.
- b. For the purpose of an inspection or audit, the Contractor must provide AFAC or its Auditor, at no cost to AFAC or the Members, with supervised access to its:
 - i. Books, accounts and records of its provision of the Services and any other data or information reasonably requested by AFAC or its Auditor to verify the Contractor's compliance with this Contract;
 - ii. premises, equipment or facilities (including access to office space and photocopiers as reasonably required to conduct the audit);
 - iii. Aircraft and CWN Equipment (to be made available at the NAB, unless otherwise agreed);
 - iv. systems including the software, safety, quality control and training; and
 - v. Personnel.

- c. AFAC or any Member may take copies of, or extracts from, the information referred to in clause 5.3b.i.
- d. Each party will bear its own costs in connection with any audit under this clause 5.3.

5.4 Contractor assistance

The Contractor must provide reasonable assistance to persons undertaking such inspections or infield compliance checks including making Aircraft and CWN Equipment available for inspection and Personnel for interview and providing copies of any records for later review.

5.5 Post inspection or audit

Following an inspection AFAC or the Member, or in the event the Contractor does not consent to an inspection or audit or provide reasonable assistance with such inspection or infield compliance check, AFAC and the Members reserve the right to take the following actions:

- a. notify the Contractor of any matters raised which require attention or rectification and require the Contractor to give effect to those matters as soon as reasonably practical;
- b. in their absolute discretion:
 - i. during a Service Period, direct the Contractor to Stand Down pursuant to clause 5.6;
 - ii. raise a dispute pursuant to clause 6.12;
 - iii. give the Contractor notice of termination of this Contract pursuant to clause 6.9b;
 - iv. at any time during the Contract Period, refrain from issuing any Standby/Dispatch to the Contractor until such time as the Contractor consents to the inspection or audit;
- c. make available the findings of its inspection to any Member;
- d. report any actual or perceived breaches of Laws to the Relevant Authorities if appropriate, or take such other steps as they may consider reasonable and proportionate in the circumstances.

5.6 Stand Down

- a. AFAC or the Member may Stand Down a Service or a component of a Service if in its reasonable opinion the Contractor:
 - i. has not complied or is not compliant with a requirement set out in this Contract including the Specifications and applicable performance standards;
 - ii. is not compliant with relevant Laws including standards of conduct issued by CASA, environmental laws and vehicle laws;
 - iii. has falsified any records or by act or omission made a false representation regarding the Services; or
 - iv. has engaged in conduct which may warrant termination for default.

- b. Notice to Stand Down a Service or a component of a Service may be provided by giving notice to the Contractor, the Contract Manager, a pilot, the Fuel Vehicle Contractor or any member of the Flight Crew.
 - i. If a Service or a component of a Service has been given notice to Stand Down, then the Service may be Available, Available (Limited) or Not Available depending upon the reasons for the Stand Down. AFAC, a Member or persons authorised by them will determine the availability status of the Service and advise the Contractor accordingly.
- c. The Contractor must ensure that any notice given under clause 5.6a is immediately acknowledged and complied with.
- d. Where the Stand Down notice is provided verbally it will later be confirmed in writing. In the written notice to Stand Down a Service or component of a Service, AFAC or the Member will advise the reasons for standing down the Service or a component of the Service.
- e. Upon receipt of the written Stand Down notice, the Contractor must use its best endeavours to promptly rectify the faults or omissions described in the notice.
- f. AFAC or the Member will notify the Contractor as soon as possible once it is satisfied that the faults or omissions described have been satisfactorily remedied by the Contractor.

6. GENERAL CONTRACT CONDITIONS

6.1 General Obligations

Anything the Contractor is required to perform in respect of the Services or otherwise do under this Contract must be done at the Contractor's expense, unless specifically stated otherwise.

6.2 Contract Variation

- a. Subject to clauses 1.2 and 6.2b, no agreement or understanding to vary this Contract will be legally binding upon either party unless it is in writing and signed by duly authorised representatives of both parties.
- b. Other than variations to AFAC and Member policies and procedures governed by clause 1.2, AFAC may from time to time (subject to clause 6.2c) make variations to the terms and conditions of this Contract by giving the Contractor written notice (and updating this Master Services Agreement on the NAFC website) which must:
 - i. describe the variation;
 - ii. if applicable, specify any effect of the variation on the Contract Prices;
 - iii. specify any amendments to this Contract that will be required to give effect to the variation; and
 - iv. contain the date on which the variation comes into effect.

- c. If at any time during the Contract Period, there is a change to this Contract in accordance with clause 6.2b then the Contractor agrees to accept any change in good faith and to implement any change as soon as possible and without any additional cost, except if the change or its implementation results in a:
 - i. material increase in costs to the Contractor to provide the Services, then AFAC may consider, in its absolute discretion, a variation to the Contract Prices; or
 - ii. material decrease in costs to the Contractor to provide the Services, then the Contractor will agree to negotiate in good faith with AFAC a variation to the Contract Prices.
- d. Contractors are responsible for ensuring that they are at all times providing services in accordance with their current Contract.

6.3 Cooperation

- a. The parties will promptly do and perform such further acts and execute and deliver such further instruments as are required by law or reasonably requested by the other party to establish, maintain and protect the respective rights and remedies of the other party and to carry out and effect the intent and purpose of this Contract.
- b. The parties agree to act in good faith.
- c. The parties must not abuse a power under this Contract to obtain an improper collateral benefit or objective.

6.4 Confidential Information

- a. Each party (**Receiving Party**) must:
 - i. keep the Confidential Information of the other party (**Disclosing Party**) confidential and secure;
 - ii. not disclose Confidential Information of the Disclosing Party to any third party unless authorised under this clause 6.4.
- b. The Contractor must use, and must ensure that its Personnel use, any Confidential Information of AFAC (including any Confidential Information of any Member) supplied under this Contract solely for the purposes of, and only to the extent necessary, the performance of all the Contractor's obligations under this Contract.
- c. A Receiving Party may disclose Confidential Information of the Disclosing Party:
 - i. to Personnel of the Receiving Party who have a need to know the Confidential Information for the purpose of performing this Contract;
 - ii. to auditors or professional advisors of the Receiving Party on a confidential basis for the purpose of auditing or advising the Receiving Party;
 - iii. to the extent required to comply with any Law; or
 - iv. in the case of AFAC:
 - A. to the extent required to comply with any policy of a State or Territory or the Commonwealth Government;

- B. to a State or Territory or the Commonwealth;
 - C. to a State or Territory or the Commonwealth Ministers responsible for Police, Emergency Services, Public Health and Safety and related public services; or
 - D. to the office of the Auditor-General appointed for each State, Territory or Commonwealth.
- d. This clause will also not prevent a Receiving Party from disclosing Confidential Information of the Disclosing Party where the Receiving Party is legally compelled to disclose information by a government agency or through judicial process.
- e. The Contractor agrees that AFAC and the Members are entitled to exchange, share or pass any Contractor Confidential Information with each other for the purpose of meeting their obligations under this Contract and statutory obligations. The Contractor acknowledges and agrees that disclosure of information by AFAC to the Members will not constitute a breach of this clause. For example:
- i. AFAC and any Member may make available to other Members and any other government department or agency information concerning the Contractor, including information regarding this Contract, the Contractor's financial position, the Services, Aircraft, CWN Equipment and the Contractor's performance under this Contract, and any information provided by the Contractor to AFAC or any Member in connection with this Contract, including the Contract Prices, accident incident and near miss information, or any information regarding a dispute between the parties or between the Contractor and any Member;
 - ii. the above information and any other information about the Contractor from any other source including any substantiated reports of unsatisfactory performance, may be taken into account by Members in considering whether or not to offer the Contractor future opportunities for work; and
 - iii. the Contractor releases and indemnifies AFAC and the Members from any claim in respect of any matter arising out of the provision of any such information.
- f. Deliverables, in accordance with clause 6.5d.i, are Confidential Information belonging to AFAC for the purposes of this Contract.
- g. The Contractor acknowledges and accepts that it must, upon request, provide access to data and information of the Contractor, including Confidential Information, to assist AFAC and the Members in the acquisition of data and information to support research aimed at analysing and improving the efficiency, efficacy and safety of Aerial Firefighting, emergency operations and other activities.
- h. The operation of this clause 6.4 survives the termination or expiration of this Contract.

6.5 Intellectual Property

- a. Nothing in this Contract affects:
 - i. the ownership by the Contractor or its licensors of any Contractor IP; and

- ii. the ownership by AFAC or any Member of any Intellectual Property owned by, or licensed to, AFAC or a Member at the commencement of this Contract or created during the Contract Period.
- b. The Contractor grants to AFAC and each Member a non-exclusive, perpetual, irrevocable, world-wide royalty-free licence to use the Contractor IP to the extent necessary for AFAC and the Members to receive the full benefit of the Services.
- c. Any Intellectual Property created by the Contractor, or the Contractor's employees, contractors or agents, in connection with the supply of the Services will vest in AFAC. Where such Intellectual Property is unable to be vested in AFAC upon creation, the Contractor will assign such Intellectual Property (including by way of a present assignment of future rights) to AFAC.
- d. Without limiting the foregoing, in respect of a Deliverable:
 - i. to the extent that the Deliverable involves or comprises Intellectual Property created after the commencement of this Contract, such Intellectual Property will belong to AFAC and clause 6.5c above will be deemed to apply to it; and
 - ii. to the extent that a Deliverable involves Contractor IP, the Contractor grants to AFAC and each Member a perpetual, irrevocable, world-wide, non-exclusive, royalty-free licence to use, exploit, reproduce, modify and adapt that Contractor IP to the extent necessary for AFAC and each Member to make full use of the Deliverable.
- e. The Contractor warrants that:
 - i. it will not, in providing the Services and performing its obligations under this Contract, infringe the Intellectual Property of any third party; and
 - ii. upon request by AFAC it will execute any additional documents reasonably necessary to give effect to, or confirm, the vesting in AFAC or assignment to AFAC of Intellectual Property contemplated by this clause 6.5.
- f. The operation of this clause 6.5 survives termination or expiration of this Contract.

6.6 Privacy

- a. If the Contractor or its Personnel provide AFAC with any Personal Information in the course of providing the Services, AFAC agrees that it will be bound by the Privacy Legislation.
- b. If AFAC, a Member, any of their personnel or any other person provides the Contractor with any Personal Information in the course of this Contract, the Contractor agrees that it will be bound by the Privacy Legislation.

6.7 Contract Period and Expiry Date

- a. This Contract, unless terminated earlier, ends when either party gives to the other party written notice to terminate, such notice to terminate only taking effect on the completion of all Service Periods entered into before the date on which the notice to terminate is served. If there are no uncompleted Service Periods as at the date notice to terminate is served, such notice will terminate this Deed with immediate effect. The

parties will not enter into any further Service Periods after the date on which notice to terminate is served.

- b. A contract review may be conducted in accordance with clause 6.8 below. The parties agree that:
 - i. a contract review may be conducted on the First Contract Review Date as specified in a Participation Deed, and AFAC may further conduct regular contract reviews every five years during the Contract Period;
 - ii. because this Contract may be terminated by AFAC following a contract review (and otherwise may be terminated in accordance with the terms of this Contract), the next 'contract review' date (being either the First Contract Review Date that is specified in a Participation Deed, or the next five-yearly regular contract review date in accordance with clause 6.7b.i above) will be the Expiry Date that is entered into ARENA for this Contract from time to time.

6.8 Contract Review

- a. AFAC may at its discretion conduct a review of contract arrangements, which may or may not be on an annual basis. The objectives of this review will include but not be limited to:
 - i. determining whether contract arrangements best meet the needs of AFAC and the Members; and
 - ii. determining whether any amendments or variations should be made to this Contract to improve the quality of the Services received by the Members; and
 - iii. determining whether the Contract should be extended.
- b. The Contractor will be available to participate in each such review and will make available such information as may be reasonably required by AFAC, at no cost to AFAC.
- c. The Contractor may make such written submissions to AFAC as the Contractor considers relevant to each review.
- d. Findings of each review will be made available to the Contractor.
- e. The parties will cooperate to implement any amendments or variations to this Contract or contract arrangements that arise from the review.
- f. Nothing in this clause 6.7 will prevent any other review of contract arrangements.

6.9 Termination or reduction of Services

- a. The Contractor may terminate this Contract at any time without cause and without needing to provide reasons, except to the extent that the Contractor has guaranteed the provision of a particular Service to AFAC or a Member (including by accepting a Standby/Dispatch and thereby creating a Service Period with the Liable Member, in accordance with the provisions of Schedule 2), in which case the Contract will not be terminated until after that period elapses.
- b. AFAC may immediately terminate this Contract or AFAC or the Liable Member may reduce or cancel any Services provided under this Contract where AFAC or the Member

determines at any time that the Services or part thereof are no longer required (see clause 2.6).

- c. The Contractor should particularly note that AFAC or a Member may elect to terminate or reduce the Services in accordance with clause 6.9b if the Contractor, by act or omission:
- i. commits any material breach or persistent breaches of any of the provisions of the Contract (in which case the termination will be immediate); or
 - ii. fails to fulfil, or is in breach of any of its obligations under this Contract, and does not rectify the omission or breach after receiving a written notice to do so,
 - iii. fails to deliver the Services in accordance with this Contract or breaches a warranty in clause 6.13; or
 - iv. is found by AFAC to have failed to comply with one or more of the Performance Measures in any material respect; or
 - v. does not observe adequate safety precautions; or
 - vi. provides a false representation of any matter relating to the Services or their supply; or
 - vii. states or it can reasonably be inferred, that the Contractor is unable or unwilling to supply or perform some or all of the Services; or
 - viii. becomes subject to an Insolvency Event; or
 - ix. is reasonably expected to become subject to an Insolvency Event during the Contract Period; or
 - x. permits the Effective Control of the Contractor to change without the prior consent of AFAC; or
 - xi. ceases to carry on business.

6.10 Consequences of termination

- a. On termination of this Contract, or if the Services or part thereof under this Contract are reduced, for any reason, this Contract (other than those clauses which survive termination) will be at an end as to its future operation except for the enforcement of any right or claim that has arisen before termination and will not prejudice the exercise and enforcement by AFAC or the Contractor of rights and entitlements accruing prior to such termination. This includes that, in the event of termination of this Contract or reduction of Services or part thereof, the Contractor will be entitled to payment of the Contract Prices for those Services which have already been supplied by the Contractor in accordance with this Contract prior to the termination.
- b. The Contractor acknowledges that in the event of termination of this Contract or any reduction of Services:
- i. AFAC and the Members will not be liable for any loss (including, but not limited to, loss of benefits under this Contract or any other contract, loss of profits or prospective profits, loss of revenue, loss of reputation, loss of goodwill, loss of

opportunity, loss of use, loss of production or wasted overheads whatsoever) or damages or expenses whether direct or indirect relating to or arising from termination of this Contract or the reduction of Services; and

- ii. AFAC and the Members may take the manner of performance of the Contractor under this Contract and the reasons for its termination or the reduction of Services into account when considering whether it will enter into other or further contracts for services with the Contractor.
- c. If this Contract is terminated, or if the Services or part thereof under this Contract are reduced, for any reason, the Contractor must :
 - i. deal with or return any information, materials or equipment provided by AFAC or the Members under this Contract, including any Confidential Information as reasonably directed by AFAC or the Members; and
 - ii. immediately return any equipment belonging to a Member; and
 - iii. cease the performance of its obligations under this Contract in accordance with any notice; and
 - iv. immediately do everything possible to mitigate all losses, costs and expenses arising from the termination or reduction; and
 - v. not at any time after termination of this Contract represent itself as being in any way connected with AFAC or the Members.

6.11 Contractor to Assist

- a. If this Contract is terminated or the Services or part thereof are reduced the Contractor must (at its own cost unless agreed otherwise between the parties, negotiating in good faith) provide such disengagement assistance as is reasonably requested by AFAC or a Member which may include:
 - i. ensuring the ongoing supply of the Services on the terms of this Contract for the period prior to the termination or reduction taking effect;
 - ii. providing reasonable cooperation in the orderly transfer of the relevant Services, functions and operations provided pursuant to this Contract to another service provider nominated by AFAC or a Member; and
 - iii. ensure that documentation which has been generated by the Contractor which is relevant to the ongoing provision of the terminated or reduced Services is accurate and up to date; and
 - iv. return or (if requested) destroy any data, documentation or materials containing any of AFAC's Confidential Information together with any reproduction of the data, document or materials and any medium containing or capable of reproducing the data, documents or materials; and
 - v. generate and supply a backup of all data required under this Contract in a form reasonably requested by AFAC or the Member; and
 - vi. deliver any Member's equipment and any Intellectual Property arising out of the Contract, and any licences and, if requested by AFAC or the Member, any

documentation which has been generated by the Contractor which is relevant to the ongoing provision of the terminated or reduced Services, together with all copies of the same. "Documentation" in this clause includes, without limitation, any document supplied by AFAC or a Member to the Contractor.

6.12 Dispute resolution

- a. This clause does not affect the rights of the parties to terminate this Contract in accordance with its terms, except to resolve disputes regarding the consequences of termination.
- b. The parties agree to use all reasonable efforts to resolve by negotiation any problem that arises between them under this Contract.
- c. If the dispute cannot be resolved under clause 6.12b, any party to this Contract may, no later than 14 days after the dispute has arisen, notify the other party in writing of the matters in issue. The notification must specify in reasonable detail:
 - i. the detailed particulars of the dispute;
 - ii. the facts relied on; and
 - iii. the relief or outcome sought.
- d. The parties will then appoint representatives who have the authority to negotiate a settlement on their behalf. These representatives must meet personally and will endeavour in good faith to resolve the dispute within 14 days of the written notice.
- e. If the 14 days elapse and the issues between the parties still cannot be resolved by the parties' representatives, then the parties must within 14 days proceed to mediation. Unless the parties otherwise agree, the mediation will take place in Melbourne, Victoria, and be administered by the Australian Disputes Centre (**ADC**) according to its mediation guidelines
- f. Either party may give written notice to the other requesting mediation.
- g. The parties must each bear their own costs and must contribute equally to the mediator's costs.
- h. The parties must continue to perform their respective obligations under this Contract pending dispute resolution, unless the nature of the dispute precludes such continued performance.
- i. This clause does not affect the rights of the parties to terminate this Contract in accordance with its terms.

6.13 Warranties

- a. **General warranties:** The Contractor warrants and represents to AFAC that:
 - i. it has full legal capacity, authority and power to enter into and to perform its obligations under this Contract;
 - ii. it has entered into this Contract in reliance on its own investigations and enquiries and does not rely on any information or documentation provided by or on behalf of AFAC other than as expressly set out in this Contract; and

- iii. it will promptly notify AFAC of any occurrence which has, or may have, a material adverse effect on the Contractor's ability to perform its obligations under this Contract.
- b. **Service warranties:** The Contractor warrants and represents to AFAC that:
- i. at the time of supply, all Services will:
 - A. comply with the Specifications and the reasonable directions of the Members in relation to the supply of the Services;
 - B. be of acceptable quality;
 - C. be fit for the purpose for which the Services were intended;
 - D. be free from defects;
 - ii. the Member's use of the Services will not infringe upon or violate any person's contractual or other rights;
 - iii. it has and will maintain all necessary authorisations, licences, approvals, permits and authorities in relation to the supply of the Services;
 - iv. it will comply with all relevant Laws including those relating to aviation, industrial relations, work health and safety, environmental laws and vehicle laws;
 - v. it will not damage the business, assets, operations or reputation of AFAC or the Members, or that of suppliers or other stakeholders dealing with AFAC or the Members;
 - vi. all information which it has, or which any of its Personnel or representatives have, provided to AFAC and the Members or any representative of AFAC and the Members is true and correct in every respect and is not misleading or deceptive;
 - vii. it has disclosed in writing to AFAC prior to the date of execution of this Contract any matters relating to the commercial, technical or financial capacity of the Contractor that might materially affect the Contractor's ability to perform any of its obligations under this Contract;
 - viii. the Contractor will honour and deliver on all representations or undertakings made or given by the Contractor in connection with their Tender response (including any documents referenced in the Participation Deed) and in all other documents provided by the Contractor to AFAC and the Members in relation to the subject matter of this Contract as to the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Contractor and its employees, agents and subcontractors are correct; and
 - ix. without limiting the foregoing warranties, it will exercise the high degree of skill, diligence, prudence and care which would reasonably and ordinarily be expected from a skilled, reasonable and experienced supplier in the same or similar circumstances, with reference to best industry standards and practice in Australia.
- c. The warranties in this clause 6.13 are given at the date of this Contract and are deemed to be repeated on each occasion a Service is ordered by or supplied to a Liable Member.

- d. The Contractor must notify AFAC in writing if anything happens or may happen that may make the Contractor no longer comply with any of the warranties given by the Contractor under this Contract or may affect the Contractor's ability to perform any of its obligations under this Contract.
- e. The Contractor acknowledges that AFAC has entered into this Contract in reliance on the warranties given by the Contractor in this Contract.
- f. The operation of this clause 6.13 survives the termination or expiration of this Contract.

7. CONTRACT PRICES

7.1 Payments

- a. A Member will only make payments under this Contract in relation to Services provided by the Contractor pursuant to Purchase Order issued in accordance with the provisions of this Contract. In other words, a Standby/Dispatch agreed in accordance with clause 2.1a of Schedule 2 constitutes a Purchase Order.
- b. Payments for Services provided by the Contractor will be made at the Contract Price. The Liable Member reserves the right to dispute any invoice which is based on Contract Prices that are not duly authorised and set out in ARENA.
- c. Before any payments are made, the Member must be satisfied that the Contractor has complied with the requirements of the Contract.
- d. For the avoidance of doubt, AFAC will not make any payments to the Contractor, and will not request any Services, under this Contract. Any payment received by the Contractor from a Member must be taken as payment in reduction of the amount owing by AFAC to the Contractor.

7.2 Contract Price where Service is Not Available

- a. Payment of any Contract Prices will not be made for any period or part thereof that the Services stipulated by this Contract are not provided by the Contractor in the terms of this Contract or the Services are deemed Not Available .
- b. Where a Service is Not Available for part of a day the Standing Charges for that day will be revised, calculated in accordance with the following formula:
 - i. $SCR = SC - (SC (SDH/MDH))$
 - ii. Where: SCR = revised Standing Charge
 - iii. SC = Standing Charge detailed in Schedule 3
 - iv. SDH = Not Available hours
 - v. MDH = Maximum daily hours (default 14)

(Where a Service Period commences during the day of unavailability – then MDH is calculated as the number of hours from the commencement of the Service Period till last light.)

- c. Where any Minimum Daily Charges exist, whether expressed as a dollar amount or as a multiple of hourly Operating Charges, and where a Service is Not Available for part of a day the Minimum Daily Charges for that day will be revised, calculated in accordance with the following formula:

- i. $MDCR = MDC - (MDC (SDH/MDH))$
- ii. Where: MDCR = revised Minimum Daily Charges
- iii. MDC= Minimum Daily Charges detailed in Schedule 3
- iv. SDH = Not Available hours
- v. MDH = Maximum daily hours (default 14)

(Where a Service Period commences during the day of unavailability – then MDH is calculated as the number of hours from the commencement of the Service Period till last light.)

7.3 Contract Price – General

- a. Subject to this Contract, the Contract Price is firm and inclusive of all costs associated with supplying the Services whether foreseen or unforeseen, including all taxes imposed or levied anywhere in the world in connection with the provision of the Services and all overheads, expenses, labour, materials, resources and other costs incurred by the Contractor to provide the Services and perform its obligations under this Contract, including but not limited to:
- i. costs of provision and maintenance of Aircraft, and CWN Equipment where applicable; and
 - ii. costs of modifications to Aircraft and CWN Equipment; and
 - iii. cost of provision of any hardware, software and/or firmware; and
 - iv. costs of the Contractor using any Intellectual Property obtained from third parties; and
 - v. infrastructure and security costs at the NAB; and
 - vi. all Personnel costs, including but not limited to salaries and wages, workers compensation, superannuation charges and levies and training costs; and
 - vii. costs associated with management and supervision of operations; and
 - viii. Aircraft operating costs, including fuel, lubricants, hangarage, landing and airways fees, except as provided under clause 7.4c.iii; and
 - ix. costs associated with aircraft tracking and event logging, including data handling and service fees; and
 - x. costs of finance; and
 - xi. licence fees and royalties; and
 - xii. all charges and taxes, including any GST, except where otherwise specified; and

- xiii. all increases in charges and taxes, and all new charges and taxes for which the Contractor is liable at law; and
 - xiv. insurance and guarantees; and
 - xv. costs associated with the supervision, coordination and management of subcontractors, and any payment or charge that may become due to any subcontractor (where subcontracting has been permitted in accordance with this Contract); and
 - xvi. all costs associated with an MFU; and
 - xvii. all costs associated with any “back up” Personnel (e.g. engineering support) and facilities that are required to ensure the reliable operation of the Aircraft.
- b. The only exceptions regarding the Contract Price are set out in clause 7.4 below.

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

- a. AFAC will not reimburse any costs of the Contractor.
- b. A Member will reimburse the Contractor’s reasonable costs in accordance with the policies of that Member. Before incurring any costs, the Contractor is advised to confirm with the Member that the expenditure is approved.
- c. Without limiting clause 7.4b, the circumstances and conditions whereby a claim for reimbursement may be submitted to the Liable Member are as follows:
 - i. the reasonable costs (according to a Member’s policies) of meals and accommodation for the Flight Crew and Crewpersons and/or Refuelling Operator when the Aircraft and/or MFU is required by the Member to remain away overnight from its NAB in order to carry out Services required by the Member; and
 - ii. for some NAFC Type 1 Services as specified by AFAC or the Member in writing, supply or reimburse the reasonable costs (according to a Member’s policies) of meals and accommodation for up to three engineers or support crew; when the Aircraft is required by the Member to remain away overnight from its NAB in order to carry out Services required by the Member; and
 - iii. the reasonable costs of such charges levied by the CASA, Airservices Australia, or any airport owner or operator that may be incurred whilst actually conducting the Services or whilst operating at the direction of a Member in order to conduct the Services, **except** those charges that are incurred directly in relation to operating of the Aircraft from the NAB; and
 - iv. the reasonable costs of “callout” fees charged by fuel providers where the Member requires the Aircraft fuelled outside of normal hours, other than where the Contractor is using their own fuelling facilities; and
 - v. reimburse at the Contract Prices specified in ARENA the reasonable costs of moving and returning the MFU, other than for the first 150km by road, to locations requested by a Member to support the Aircraft when the Aircraft is required by a Member to undertake work in excess of a 150km radius from the

NAB; and reimburse the cost of returning the MFU, other than the final 150km by road, to the NAB; and

- vi. reimburse at the Contract Prices specified in ARENA the reasonable costs of moving the MFU from the location at which it is supporting the Contractor's Aircraft and moving it to any other location requested by NAFC or a Member to support another aircraft operated by other aircraft operators (i.e. this amounts to a Dispatch of a standalone MFU Service, in which case the Contract Prices for that Service will apply); and
 - vii. the reasonable costs of moving the Aircraft and MFU from the NAB to a TOB requested by AFAC or a Member, and any reasonable additional costs consequential to moving the Aircraft and MFU; and
 - viii. the reasonable costs of changing or substituting auxiliary radio transceivers installed in the Aircraft or MFU when the Member requires the radio transceivers to be changed from those that have already been installed by the Contractor in accordance with Schedule 5. In the event that the installation is undertaken by a third party then the reimbursement will occur upon the receipt of the invoice.
- d. For clarity, under this clause it is intended that the Member will reimburse the reasonable costs incurred by the Contractor. It is not intended that the Contractor will profit from the recovery of costs.
- e. The Contractor must take reasonable steps to mitigate these costs and must provide evidence to support the expenditure upon request from a Member
- f.

7.5 Operating Charges for Rotary Wing Aircraft

Operating Charges for Rotary Wing aircraft will be due and payable to the Contractor for that period of time, authorised by AFAC or a Member and calculated when the rotors are in motion under power as measured by an automated device in accordance with the requirements of this Contract.

7.6 Operating Charges for Fixed Wing Aircraft

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

7.7 Charges applicable to both Rotary Wing and Fixed Wing Aircraft

- a. Where operating time is measured by an automated device, the start event and finish events must be generated by a sensor acceptable to AFAC or the Liable Member.
- b. Where an aircraft does not produce and transmit reliable event data required for determining Operating Charges as per clauses 7.5 and 7.6, then Operating Charges will be calculated as the period of time for authorised flights between the first tracking

position transmitted after take-off to the last tracking position transmitted before landing, using the tracking data defined in clause 5 of Schedule 5. Where additional data can be obtained that is both verifiable and acceptable to AFAC or the Member such as ADSB data, this may be used to further determine the Operating Charges that apply to any flight.

- c. Where an Aircraft cannot produce and transmit reliable event data or tracking data, and if the Contractor has advised and obtained approval from AFAC or the Member; then Operating Charges may be calculated in accordance with clauses 7.5 and 7.6 using times manually recorded to the current minute. For clarity the current minute is the minute with no rounding up due to elapsed seconds.
- d. For the purpose of accounting and invoicing as provided in clause 5 of Schedule 3, Operating Charges will be calculated in decimal hours to the nearest one hundredth of an hour or better (i.e. with a precision of two decimal places or better).

7.8 Costs not claimable

- a. The Contractor is not to seek payment in the form of Contract Prices or reimbursement for any items other than as otherwise expressly stated in this Contract. The costs that are not claimable include the following:
 - i. any Service other than one specifically ordered by the Liable Member in a Standby/Dispatch. This includes not seeking payment or reimbursement for:
 - ii. flights that are not requested by a Member;
 - iii. use of CWN Equipment that is Specialist Equipment (for example, winching equipment) when not included on the Standby/Dispatch;
 - iv. Personnel costs associated with use of CWN Equipment that provides a specialist capability, when a request for that equipment or Personnel was not included in the Standby/Dispatch;
 - v. any flights required to train Personnel, periodically test systems or maintain readiness;
 - vi. positioning or repositioning Aircraft and/or CWN Equipment at the NAB for refuelling or other purposes;
 - vii. mobilisation and demobilisation;
 - viii. positioning or repositioning Aircraft and/or CWN Equipment at Contractor-initiated forward location for refuelling or other purposes;
 - ix. positioning or repositioning of the Aircraft and/or CWN Equipment to or from the NAB where the Aircraft and/or CWN Equipment is to be, or has been, utilised in the private interests of the Contractor;
 - x. any positioning or repositioning of the Aircraft and/or CWN Equipment from the NAB/TOB in the event that the NAB/TOB becomes unusable or unserviceable as the result of actions or inactions by the Contractor;
 - xi. for Rotary Wing aircraft, excessive engine idle time before or after a flight where the idle time is not related to an operational need;

- xii. for Rotary Wing aircraft, engine idle time associated with Hot Refuelling (except where directed to do so by the Liable Member);
 - xiii. any flight that is not supported by tracking data unless there is a failure of tracking equipment and prompt notification of this is given to the Liable Member, with other supporting documentation provided to substantiate the extent of the flight;
 - xiv. any flight carried out in the private interests of the Contractor or the Flight Crew, or any flight conducted in connection with the servicing, maintenance or substitution of the Aircraft and/or CWN Equipment, or any flight conducted in connection with replacement or substitution of Flight Crew;
 - xv. time where the Contractor elects to operate the Aircraft and/or CWN Equipment, when the operation is not required by the Liable Member ; and
 - xvi. excessive Kilometre charges where the fuel vehicle did not travel via the most direct route safely available and rated for the vehicle.
- b. In the event that the Contractor includes a charge on its tax invoice for one of the above items the Liable Member will not reimburse the Contractor for such a charge and reserves its right to dispute that invoice in accordance with

7.9 Contract Price Revision by the Contractor

- a. Subject to clause 7.9b, the Contract Prices set out in ARENA are fixed for the Term, and the Contractor may not vary the Contract Prices during the Term other than with AFAC's consent which it may grant (with or without conditions) or withhold in its absolute discretion.
- b. Contract Prices may be revised in accordance with Schedule 3.

7.10 Set off

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

7.11 Overpayments

The Contractor must:

- a. promptly notify the Liable Member if it becomes aware that the Member has paid the Contractor higher Contract Prices than the Contractor is entitled to for the Services provided; and
- b. repay to the Liable Member the amount of any overpayment within 30 days of receiving a request from the Liable Member to do so.

7.12 Payment is payment on account only

Payment of an invoice by a Member is payment on account only and does not constitute approval or acceptance of the Services.

8. GENERAL

8.1 Entire Agreement

- a. This Contract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Contract and has no further effect, save as specified in this Contract and in clause 8.1b.
- b. For the avoidance of doubt the Contractor continues to be bound by the representations and warranties made by it in the following documents relating to the subject matter of this Contract:
 - i. the Contractor's Tender response; and
 - ii. all other documents provided by the Contractor to NAFC in relation to the subject matter of this Contract.

8.2 Waiver

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

8.3 Severance

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

8.4 Survivorship

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

8.5 Benefit and Survival of Indemnities

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

8.6 Applicable Law

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

8.7 No Relationship

Nothing in this Contract will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between AFAC and the Contractor, or between a Member and the Contractor. Nothing in this Contract will be deemed to authorise or empower the Contractor to act as agent for AFAC or a Member.

8.8 Succession

- a. This Contract is binding on and made for AFAC and the Contractor, including their executors, administrators, successors and permitted assigns and substitutes.
- b. The Contractor will upon succession of this Contract, cooperate fully with any successor as reasonably required by AFAC, and take all reasonable steps to facilitate handover of the supply of the Services.

8.9 Assignment

- a. Subject to clause 8.9b, the parties must not assign, novate or otherwise transfer any of their rights or obligations under this Contract without the prior written consent of the other party, which must not be unreasonably withheld. In relation to the Contractor, a Change in Control is taken to be an assignment for the purposes of this clause.
- b. AFAC may assign, novate or otherwise transfer any of its rights or obligations under this Contract without the consent of the Contractor to any government department, administrative office or commission in the event of a government restructure or any other reorganisation. The Contractor must execute such documents and do such things as AFAC may reasonably require to give effect to any such assignment, novation or transfer by AFAC.

8.10 Cooperation

- a. The parties will promptly do and perform such further acts and execute and deliver such further instruments as are required by law, reasonably requested by the other party, or necessary or desirable to establish, maintain and protect the respective rights and remedies of the other party and to carry out and effect the intent and purpose of this Contract.
- b. The parties agree to act in good faith.
- c. The parties must not abuse a power under this Contract to obtain an improper collateral benefit or objective.

9. CORRESPONDENCE AND COMMUNICATION

9.1 Appointment of a Contract Manager

- a. The Contractor will appoint a Contract Manager for the Contract Period and ensure up-to-date details of its Contract Manager including name, title and direct contact information are maintained in ARENA or otherwise notified to the Members in accordance with any Member directions.
- b. The Contract Manager:
 - i. is the representative of the Contractor in relation to the management of any current or future performance or policy issues in respect of this Contract; and
 - ii. has the authority to make decisions binding on the Contractor in relation to this Contract;
 - iii. must attend meetings and briefings with Members as reasonably required;
 - iv. must provide reports in relation to the provision of the Services to Liable Members as reasonably requested;
 - v. must make all reasonable efforts to ensure the Contractor fulfils all its obligations under this Contract, including cooperating with and not in any way hindering the Members and their other contractors in the performance of their duties, responsibilities and obligations;
 - vi. must be replaced by the Contractor with another Contract Manager if so requested by a Member or AFAC (acting reasonably); and
 - vii. may be replaced by the Contractor with a new nominated Contract Manager provided the Contractor advises AFAC in writing prior to the appointment of a new Contract Manager and/or updates ARENA as required.
- c. During every Service Period the Contract Manager or their authorised agent must be immediately contactable, available and accessible to both AFAC and the Member. This requirement may be relaxed outside of a Service Period, so that the Contract Manager or their authorised agent is reasonably contactable, available and accessible to both AFAC and the Member.

9.2 Notices

- a. Except where the context otherwise requires, all notices, requests, approvals consents, demands and other communications to or by a party to this Contract must be given by one of the following methods (in order of preference):

<i>Method</i>	<i>When method is to be used</i>	<i>When notice will be considered received</i>
ARENA	In accordance with directions given by AFAC in relation to use of ARENA	2 nd Business Day after it is uploaded
Email	For giving of notices that are not covered by ARENA	<i>Notices to AFAC:</i> 1 Business Day after it is sent unless the sender has received a rejection notice <i>Notices to Contractor:</i> On the Business Day it is sent unless the sender has received a rejection notice
Post	For giving of notices that include material that cannot be scanned or are required by law to be served by post	7 th Business Day after the material was posted
Hand delivered	For giving of notices that include material that cannot be scanned or are required by law to be served by hand	<i>Notices to AFAC:</i> 1 Business Day after it is received <i>Notices to Contractor:</i> On the Business Day it is received

- b. Notices by email, post or hand delivery must be sent to the other party as set out below:
- (a) AFAC: the email and postal addresses specified in the Participation Deed
 - (b) Contractor: the email and postal addresses listed in ARENA
- c. If delivery or receipt of a notice is not made on a Business Day, then it will be taken to be made on the next Business Day.

SCHEDULE 1: INSURANCE DETAILS

1. INSURANCE DETAILS

1.1 Insurance Details

The Contractor must provide the following in accordance with clause 3.18a.i of this Contract. (For the avoidance of doubt, the Contractor only need provide the Insurance Type to the Required Amount where the Services are of a type specified in the “Insurance Requirement” column.)

Insurance Type – Aircraft	Insurance Requirement	Insured Amount
Public liability (for liability to third parties (including passengers, Flight Crew and Crewpersons on the Aircraft) for personal injury and death and damage to property)	Light single engine fixed wing aircraft MTOW <5700kg, PCC < 5	\$20,000,000
	Other conventional fixed-wing aircraft MTOW >5700kg, PCC >= 5	\$50,000,000
	NAFC Type 4 fixed wing aircraft: Single Engine Air Tankers	\$50,000,000
	NAFC Type 1 or 2 fixed wing aircraft MTOW < 45,000 kg	\$100,000,000
	NAFC Type 1 or 2 fixed wing aircraft MTOW >= 45,000 kg	\$150,000,000
	All rotary wing Aircraft	\$50,000,000

MFU insurance	Insurance Requirement	Minimum Insurance Required
<p>Public liability arising from fuelling operations (for liability to third parties for personal injury and death and damage to property)</p>	<p>Mandatory for suppliers of refuelling services only I.e. applies where the Services include a Service consisting of a standalone MFU or a Service including a Wet-A Minus Aircraft</p>	<p>\$20,000,000</p>
<p>Product liability</p>	<p>Mandatory for suppliers of refuelling services only I.e. applies where the Services include a Service consisting of a standalone MFU</p>	<p>\$20,000,000</p>
<p>Public liability for operation of fuelling vehicle (for liability to third parties for personal injury and death and damage to property)</p>	<p>Mandatory for suppliers of refuelling services only I.e. applies where the Services include a Service consisting of a standalone MFU or a Service including a Wet-A Minus Aircraft</p>	<p>\$20,000,000</p>
<p>Vehicle third party collision</p>	<p>Mandatory for suppliers of refuelling services only I.e. applies where the Services include a Service consisting of a standalone MFU or a Service including a Wet-A Minus Aircraft</p>	<p>Required</p>

SCHEDULE 2: SERVICE PERIODS

1. SERVICE TYPE

1.1 Service Type Generally

Each Service provided by the Contractor under this contract will be a Call When Needed Service.

1.2 Call When Needed Service

- a. A Call When Needed Service means that no Service Periods are guaranteed to occur.
- b. A Service Period will only occur if activated by AFAC or a Member and accepted by the Contractor. Creation of a Service Period for a Service is by written or electronic notification by AFAC or the Member in accordance with this Contract as set out in clause 2 of this Schedule 2.

1.3 Commencement and Duration

- a. Service Periods will commence on a time and date mutually agreed between AFAC or a Member and the Contractor in accordance with the process in clause 2 of this Schedule 2.
- b. Service Periods may commence with being Dispatched to a task, or with a request to place the Service on Standby at the Nominated Availability Base (NAB) or at a Temporary Operating Base (TOB).
- c. Any Service Period may be extended by mutual agreement between AFAC or a Member and the Contractor, recorded in writing or electronically.
- d. There are no predefined Service Periods under this contract for Call When Needed Services.

2. STANDBY/DISPATCH PROCESS

2.1 Standby/Dispatch

- a. A Standby/Dispatch request:
 - i. will be issued by the Liable Member to the Contractor in accordance with the Member's operational management procedures;
 - ii. will, subject to clause 2.2 of this Schedule 2, be in writing to the Contractor from time to time (and may occur by way of ARENA dispatch emails);
 - iii. will specify the Services required, the Service Period and the NAB or TOB; and
 - iv. may include any reasonable terms that are additional to the terms of this Contract.
- b. Upon receipt of a Standby/Dispatch request, the Contractor is to:
 - i. respond to the request in accordance with the requirements set out in this Contract; and
 - ii. confirm whether or not the Contractor accepts the request.

- c. The Contractor must:
 - i. exercise its own judgement and skills to perform the Services in accordance with all applicable Laws, and advise the Member of any limitations with respect to its capability to provide the Services so that the Member may determine if the Standby/Dispatch will be varied (in accordance with clause d) or withdrawn (in accordance with clause e); and
 - ii. supply the Services specified in the Standby/Dispatch, as accepted under the terms and conditions of this Contract, in accordance with this Contract.
- d. The Contractor and the Member may mutually agree changes to the Standby/Dispatch, including the Service delivery requirements and Service Period length as specified in a previously agreed Standby/Dispatch.
- e. The Member may unilaterally withdraw any Standby/Dispatch at any time without prior notice and with immediate effect.
- f. During each Service Period the Services are required to be Available, fully meeting the provisions of this Contract.
- g. Where a Contractor fails to commence a Service Period at an agreed date and time then the Service will be considered Not Available.

2.2 Written or Electronic instructions

- a. AFAC or a Member may from time to time give the Contractor reasonable instructions as to the dispatch, delivery or performance of the Services.
- b. Where it is practical to do so, such instructions are to be issued in writing or electronically (including via ARENA). If instructions are provided other than in writing or electronically the instruction will be confirmed in writing or electronically.
- c. The issuing of an instruction other than in writing or electronically does not relieve the Contractor from complying with the instruction at the time the instruction was given.

2.3 Contractor not to deploy a Service without receiving a Standby/Dispatch, and other Conditions Precedent to a Service Period

- a. A Service Period does not commence unless and until the Contractor accepts a Standby/Dispatch to commence provide the Services in accordance with clause 2.1c of this Schedule 2. The Contractor is not to deploy any Service without having been specifically instructed to do so by a Member through a Standby/Dispatch, and by the Contractor accepting to provide the Services specified in the Standby/Dispatch.
 - i. The Contractor may accept the Standby/Dispatch verbally or in writing. Additionally, if the Contractor provides the requested Services, the Contractor is taken to have accepted the Standby/Dispatch.
- b. In the event of a Service being deployed without specific instruction, in addition to the other rights of AFAC and the Members under this Contract:
 - i. a Service Period does not commence;
 - ii. the Contractor will bear all costs associated with the unrequested deployment;

- iii. the Member may direct the Contractor to ensure its Personnel stand down from attempting to provide the unrequested Service and leave the location;
- iv. the Member may investigate the matter.
- c. In addition to the above requirement for a Standby/Dispatch, the conditions precedent to a Service Period are:
 - i. the Contractor providing a copy of an applicable and valid AOC/AWC; and
 - ii. the Contractor providing a copy of all relevant documentation evidencing the Contractor's insurance and its currency; and
- d. The satisfaction of a condition precedent to a Service Period can only be waived by written notice from the Member to the Contractor.

2.4 Requirements prior to commencement of Service Period

- a. If reasonably required, prior to the commencement of any Service Period, relevant Personnel will attend, at no cost, a formal briefing session in the jurisdiction where the specified Service is to be provided.
- b. The Contractor will be provided, by the relevant Member, with Member policies, procedures and operation documentation relevant to the Service.

2.5 Requirements during a Service Period

- a. During a Service Period, the Contractor must carry out the tasks and provide the Services as required by the Member in accordance with an accepted Standby/Dispatch and all of the requirements of this Contract, and must keep the Liable Member fully advised of the progress of the Services and any relevant information in relation to the Aircraft and CWN Equipment.
- b. During any Service Period the Contractor:
 - i. will ensure that the Aircraft and MFU (if applicable) are located at the NAB or TOB, fully meeting the requirements detailed in this Contract; and
 - ii. is responsible for all facilities required to support the Aircraft and MFU at the NAB or TOB, including but not limited to, communications, security, office accommodation and maintenance facilities; and
 - iii. is responsible for all NAB/TOB crew rest facilities (if required to maximise duty times) meeting all applicable legislation and regulations.

2.6 Communication during Service Period

- a. The Contractor must ensure that at all times during a Service Period the Contractor, the Contract Manager or a representative of the Contractor may be notified without delay by a Member of any requirement for the tasks to be carried out. To this end, the Contractor will provide and maintain a suitable, reliable communication system reasonably acceptable to the Member.
- b. The Contractor will at all times during a Service Period maintain a suitable back-up communication system reasonably acceptable to the Member; that may be utilised to

notify the Contractor, the Contract Manager or a representative of the Contractor in the event of failure of the system described in clause 2.6a of this Schedule 2.

SCHEDULE 3: CONTRACT PRICES AND INVOICING

1. CHARGES FOR SERVICES

1.1 All Charges applicable to the Services

All charges for Aircraft, CWN Equipment and MFUs, including Standing, Operating, & Ferry Charges are set out in ARENA in \$AUD.

2. VARIATIONS TO CONTRACT PRICE

2.1 Contract Prices apply for the Term

There are no applicable automatic annual rise and fall price variations for this Contract for Call When Needed Services, including annual rise and fall Fee variations, exchange rate variations, and fuel price variations.

2.2 Contractor requested revision to Contract Prices for existing Services

- a. The Contractor may at any time during the Term propose a variation in the Contract Prices for its existing Services, in accordance with clause 2.2b below.
- b. Revised prices for any Service will not be accepted more than twice in any 12-month period.
- c. Acceptance of revised prices will be at AFAC's discretion. When a revised price offer is not accepted the relevant Service will be considered Not Available.
- d. Acceptance of a revised price will be reflected by approval in ARENA.
- e. The contractor may withdraw an offer of revised Contract Prices at any time. In this circumstance the Contract Prices for the Services will remain as they were before the offer was made.
- f. The price for the Service will not change until the revised price has been accepted by AFAC, and no earlier than 30 days after the revised price offer has been received by AFAC (unless agreed otherwise).
- g. Where there is any variation of Contract Prices in accordance with this Contract, the Contractor is responsible for independently calculating and confirming the revised Contract Prices.

2.3 Revision to Contract Prices for Substitute Aircraft

- a. Where the Contractor substitutes any component of the Service during a Service Period, such as the Aircraft, and that substitution is accepted, if the substitute component has a capacity or performance that exceeds that of the replaced component, the Contract Price payable in relation to the Service during the Service Period must not increase unless and until AFAC or the Member's acceptance of the Contract Prices for the modified Service (to be determined in accordance with clause 2.2c above) is reflected in ARENA.
- b. Where the Contractor substitutes any component of the Service during the Service Period, such as the Aircraft, if the substitute component has a capacity or performance that is less than that of the replaced component, the Contract Price payable in relation

to the Service must be negotiated with AFAC or the Member and must reflect the reduced capacity or performance of the component.

2.4 Contract Price for additional Services

- a. The Contractor may at any time during the Term propose additional Services with corresponding Contract Prices.
- b. AFAC and the Members are under no obligation to accept and approve the offered Services.

2.5 Contract Price for additional equivalent Services

- a. Additional Services may be provided by the Contractor under this Contract in accordance with clause 2.2 at the rates for the equivalent contracted Service.
- b. Where the Contractor provides additional Services that have a capacity or performance that exceeds the equivalent contracted Service, the Contract Price payable in relation to the additional Services must not increase.
- c. Where the Contractor provides additional Services that have a capacity or performance that is less than the equivalent contracted Service, the Contract Price payable in relation to the additional Services must be negotiated with AFAC or the Member to reflect the reduced capacity or performance of the Service.

3. FUEL PURCHASED FROM MEMBERS

3.1 Services provided with fuel

- a. If a Member purchases or supplies aviation fuel which is used by the Contractor (e.g. for Services operating on a Dry basis), the Contractor is liable for the cost of that fuel. The cost of the fuel will be separately invoiced or accounted for by the Member. Unless otherwise agreed, the price of the fuel will be the price actually paid for the fuel by the Member, which may include the reasonable costs, if any, of transport and supply of the fuel.

4. PRICING FOR A MFU OUTSIDE A 150KM RADIUS

- a. For Wet-A Minus Services, Standing Charges and Operating Charges are inclusive of the MFU within a 150 kilometre radius from the NAB.
- b. When an MFU is required by the Member to operate outside a 150 kilometre home radius from the NAB, Contract Prices approved and specified in ARENA apply.
- c. The radius is measured in a direct line from the NAB to the location of the MFU when it refuels aircraft, not the distance by road. Contract Prices will apply only for kilometres in excess of the 150km.
- d. Substantiation must be provided in the form of a true and correct copy of the vehicle log book clearly delineating the distances for which reimbursement is sought. The relevant Member may check and record vehicle odometer readings if necessary.

5. INVOICING AND PAYMENTS

5.1 Form of Invoicing

- a. The Contractor must:
 - i. submit correctly rendered invoices to the Liable Member for the Contract Prices in respect of the Services delivered; and
 - ii. provide evidence in support of such invoices including, as relevant, those items required by the Member.

SCHEDULE 4: PERSONNEL

1. PERSONNEL REQUIREMENTS

- a. The Contractor will ensure that any Flight Crew and Crewperson provided to pilot, operate or crew the Aircraft under this Contract are appropriately qualified, licensed, rated, endorsed, skilled, experienced, competent and current to carry out the Services required.
- b. The Contractor will ensure that any Flight Crew and Crewperson provided are able to communicate in English such that they can clearly understand and be clearly understood in typical fire and emergency management situations over various radio and telephone systems.
- c. The Contractor will ensure that Flight Crew, Crewpersons and other key Personnel involved with the delivery of the Services have undergone training in Team Resource Management and human factors with a provider and to a syllabus acceptable to AFAC. Initial training or refresher training must be completed within the three years prior to that person delivering any Services at any point in time.
- d. The Contractor will ensure that Flight Crew and Crewpersons have undergone human factors training in the recognition and avoidance of flight obstacles at low level, with a provider and to a syllabus acceptable to AFAC. Initial training or refresher training must be completed within the three years prior to that person delivering any Services at any point in time.
- e. The Contractor will ensure that the Flight Crew and Crewpersons who are working in a multi-crew environment in the delivery of the Services have undergone training in Crew Resource Management specific to multi-crew operations with a provider and to a syllabus acceptable to AFAC.
- f. The Contractor will ensure that the Flight Crew, Crewpersons and other key Personnel involved with the delivery of Rotary Wing Services or self-filling Fixed Wing Firebombing Services, have successfully completed a course in Aircraft Underwater Escape Training (AUET) with a provider and to a syllabus acceptable to AFAC. Initial AUET training or refresher training must be successfully completed within the three years prior to that person delivering any Services at any point in time.
- g. The Contractor will ensure that Flight Crew, Crewpersons, the Refuelling Operator (if applicable) and any other Personnel that may assist with providing or maintaining the Services at a location where there is a risk of bushfire occurring have completed an accredited course in Basic Wildfire Awareness (VRQA Code 22288VIC).
- h. The Contractor will ensure that, unless specially exempted by AFAC, all relevant Personnel hold a current Aviation Security Identification Card (ASIC) as defined in the Aviation Transport Security Regulations (Cth) 2005 or their successor.
- i. The Contractor will ensure that pilots maintain clear, legible and accurate detailed records of flights and Aircraft on Flight Operations Returns to a standard acceptable to AFAC. The Contractor must make the Flight Operations Returns available for inspection by an officer authorised by AFAC at any time.
- j. The Contractor will ensure that the Chief Pilot and Flight Crew attend, at mutually agreed times and locations, general briefings and training sessions as requested by AFAC or a Member, at no cost to AFAC.

- k. The Contractor will ensure that any manuals, handbooks, briefings, or other documents supplied by either a Member or AFAC are made available to the Chief Pilot and Flight Crew, Crewpersons and other key Personnel prior to the commencement of any Service Period.
- l. All members of the Flight Crew must carry a mobile telephone active on a suitable network. The telephone must be carried at all times during any Service Period and switched on when coverage is available and operation is not otherwise precluded for safety or legal reasons. The contact details for the mobile telephones must be provided prior to any Service Period.

2. CREWPERSON REQUIREMENTS

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

3. PILOT AND CO-PILOT REQUIREMENTS

- a. Except where specifically exempted in writing by AFAC the Contractor will ensure that pilots and co-pilots will meet all of the requirements of this clause.
- b. The Contractor must ensure that its pilots and co-pilots undertaking firefighting operations complete, at the Contractor's own expense, any competency-based certification systems, including ground and air training in various aspects of Aerial Firefighting required by CASA and/or reasonably required by a Member.
- c. The Contractor will ensure that the pilot in the command, and any co-pilot, of the Aircraft have the relevant experience, skills and competency to undertake the aerial firefighting roles the Aircraft is tasked to perform, including operating in the environment, conditions and terrain in the area of operation.
- d. The Contractor will ensure that the pilot in the command of an Aircraft has flown a minimum of 1500 hours as pilot in command.
- e. The Contractor will ensure that the pilot of an Aircraft that may undertake Firebombing has flown a minimum of 100 hours total time in agricultural, utility or other relevant Airwork operation. This experience must be certified by the Chief Pilot of the Contractor as providing relevant experience to the firebombing operations being undertaken.
- f. The Contractor will ensure that the pilot in command of an Aircraft that may undertake Firebombing has a minimum of 10 hours total time of Firebombing experience. This clause does not apply to pilots provided for Air Attack Supervision Aircraft or Specialist Intelligence Gathering Aircraft.
- g. The Contractor will ensure that the pilot in command of any Type 1 Fixed Wing or Type 1 Rotary Wing Aircraft that may undertake Firebombing has a minimum of 50 hours total time of Firebombing experience.
- h. The Contractor will ensure that the pilot in command of an Aircraft that may undertake any long line operations has a minimum of 10 hours total time of long line experience.
- i. The Contractor will ensure that the pilot in command of any Firebombing Aircraft has dropped a minimum of 10 loads of Fire Retardant or Fire Suppressant, from the same type of firebombing delivery system being used, under the supervision and to the full

satisfaction of a person authorised by a Member during actual or simulated Aerial Firefighting operations. This clause does not apply to pilots provided for Air Attack Supervision Aircraft or Specialist Intelligence Gathering Aircraft.

- j. The Contractor will ensure that the pilot in command of an Aircraft that may undertake Air Attack Supervision or Specialist Intelligence Gathering has flown a minimum of 100 hours total time in utility or other relevant Airwork operation. This experience must be certified by the Chief Pilot of the Contractor as providing relevant experience to the aerial firefighting operations being undertaken.
- k. The Contractor will ensure that the pilot in command of any Air Attack Supervision Aircraft or Specialist Intelligence Gathering Aircraft has a minimum of 10 hours total time of Aerial Firefighting experience or in similar operations as certified by the Chief Pilot of the Contractor as providing equivalent experience.
- l. The Contractor will ensure that the pilot in command of the Aircraft has flown a minimum of 100 hours as pilot in command on type or on a similar type as acceptable to AFAC.
- m. The Contractor will ensure that the pilot in command of the Aircraft has flown a minimum of 5 hours as pilot in command on type or on a similar type as acceptable to AFAC in the six month period immediately preceding the commencement of any Service Period.
- n. The Contractor will ensure that the co-pilot of the Aircraft has flown a minimum of 500 hours total time and has a minimum of 10 hours flying time in Aerial Firefighting operations, unless otherwise specifically approved by AFAC.
- o. The Contractor will ensure that the co-pilot of the Aircraft has flown a minimum of five hours on type or on a similar type as acceptable to AFAC in the six month period immediately preceding the commencement of any Service Period.
- p. The Contractor will ensure that Flight Crew are adequately trained to recognise, avoid and safely recover from unexpected or inadvertent entry of the Aircraft into situations of low visibility.
- q. The Contractor will ensure that the pilots of the Aircraft that may undertake Firebombing must be able to drop Fire Retardant or Fire Suppressant to a standard of accuracy reasonably acceptable to AFAC.
- r. The Contractor will ensure that the Flight Crew of the Aircraft will be able to work as part of a team with the Member's personnel.

4. PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS

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

SCHEDULE 5: AIRCRAFT

1. GENERAL AIRCRAFT SPECIFICATIONS

- a. Aircraft must be in good condition.
- b. Rotary Wing Aircraft must be powered by a gas turbine engine(s).
- c. Fixed Wing Aircraft must be either multi-engined or, if single-engined, must be powered by a gas turbine engine.
- d. Aircraft required to carry passengers must have a Standard Certificate of Airworthiness, or equivalent in the country of registration, for the aircraft configuration used to supply the Services. For Rotary Wing Aircraft with Firebombing tanks where a deployed hover-fill snorkel requires the Aircraft hold a Special Certificate of Airworthiness (e.g. Restricted Category) then a dual Certificate of Airworthiness is acceptable, provided the Standard Certificate of Airworthiness applies when the snorkel is stowed or removed.
- e. The Aircraft must use only aviation grade fuel that has been approved by the engine manufacturer and by CASA for use in the Aircraft.
- f. The Contractor will be responsible for equipping the Aircraft to meet the requirements of this Contract and to carry out the Services required, and will also be responsible for arranging all appropriate and necessary approvals, authorisations and documentation.
- g. The Contractor will ensure the Aircraft is, as far as practicable, configured to optimally provide the Services required under this Contract, and that the payload and range are optimised. For example, this includes, but is not limited to:
 - i. removing equipment not required for the delivery of the Services; and
 - ii. equipping the Aircraft with appropriate performance enhancing devices.
- h. The Contractor will ensure that the Aircraft can be securely locked, and when appropriate is actually locked, as a precaution against unauthorised entry into the Aircraft.
- i. The Contractor will provide the empty weight details of the Aircraft prior to the commencement of the first Service Period or if the empty weight details change during the Contract Period.
- j. Where the Aircraft may purge a quantity of fuel to the ground on engine shutdown, start-up or during maintenance, the Aircraft must be equipped with a suitable fuel collection or purging prevention device; or the Contractor must demonstrate that fuel purging does not otherwise pose a fire or environmental risk.
- k. The Contractor must have a trend monitoring system to monitor and record a range of flight, aircraft and engine parameters. The system will enable the storage of the records and the Contractor will maintain the records for at least 90 days. The Contractor will make the records available to AFAC or a Member upon request.

2. AIRCRAFT MAINTENANCE

- a. The Aircraft must be airworthy and maintained in accordance with requirements of CASA and the legislative requirements of the country of registration.

- b. The Contractor acknowledges and accepts that the timely provision of high quality and reliable maintenance to the Aircraft is the responsibility of the Contractor.
- c. The Contractor will have in place suitable arrangements to ensure timely access to maintenance Personnel and facilities and will have in place suitable arrangements for the provision of aircraft maintenance at the NAB or any TOB.
- d. The Contractor will take all reasonable steps to ensure that scheduled and unscheduled maintenance to the Aircraft is undertaken so as to avoid disruption to the supply of the Service.
- e. Where disruption to the Service due to maintenance is unavoidable during a Service Period and this disruption will make the Service Available (Limited) or Not Available, the Contractor must:
 - i. provide the Liable Member with as much notice as possible of the status of the Aircraft, and not less than 24 hours' notice; and
 - ii. advise the period of the time that the Aircraft will be of that status.
- f. Prior to the commencement of any Service Period the Contractor must ensure that the Aircraft has enough hours of operation remaining before any scheduled maintenance or inspections that would prevent the Aircraft from delivering the Service.

3. AVIONICS AND COMMUNICATIONS

- a. To comply with this Contract, the Contractor must meet all avionics and communications requirements as set out in *NAFC Standard OPS-020 Avionics and Communications*.
- b. The Contractor acknowledges and agrees that the provision of high quality and reliable communication systems in the Aircraft is the responsibility of the Contractor, and that any Service not meeting the required standards at any time immediately prior to or during any Service Period may be considered Not Available.
- c. The installation and maintenance of all radios, avionics, telephones, public address and siren systems, tracking systems and associated equipment and systems is the responsibility of the Contractor.
- d. The Contractor will ensure all necessary approvals and authorisations are obtained for the installation and operation of all radios, avionics, telephones, public address and siren systems, tracking systems, and associated equipment and systems.

4. GLOBAL POSITIONING SYSTEMS

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

5. TRACKING SYSTEMS

- a. The Contractor must ensure the Aircraft are equipped with tracking equipment to meet the position reporting requirements of *NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging*.

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

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

- e. If required by the Member, the on-loan GPS and associated equipment will be returned to the Member at the conclusion of each Service Period. All on-loan GPS, tracking and associated equipment will be returned to the Member at the conclusion of the Contract Period.

6. EVENT REPORTING

- a. The Contractor must ensure the Aircraft are equipped with event reporting equipment to meet the engine and flight event reporting requirements of *NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging*.
- b. The Contractor must ensure that Type 1 Rotary Wing Aircraft conducting Firebombing operations are equipped with event reporting equipment which meets the firebombing event requirements of the *NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging*.

7. SEATING, SEATBELTS AND SAFETY HARNESES

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

8. WIRE STRIKE PROTECTION

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

9. VISIBILITY, RECOGNITION AND PRESENTATION

- a. Aircraft must be equipped and maintained to meet the requirements of the *NAFC Standard OPS-012 Visibility, Recognition and Presentation*.
- b. Display of NAFC corporate identification is not required under this contract for Call When Needed Services.
- c. Display of Member corporate identification is not required under this contract for Call When Needed Services.
- d. Display of sponsor identification is not required under this contract for Call When Needed Services.

10. ANCILLARY EQUIPMENT

- a. Aircraft must be equipped with or carry equipment to meet the requirements of the *NAFC Standard OPS-016 Ancillary Equipment*.
- b. Aircraft must carry or be fitted with such other equipment as deemed necessary from time to time by AFAC or the Member for the purpose of carrying out Aerial Firefighting and other emergency related operations and activities.

11. OPERATIONAL DOCUMENTS

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

12. ROTARY WING AIRCRAFT – CARGO

Contractors may make the Aircraft available with equipment for sling load cargo operations.

13. ROTARY WING AIRCRAFT – LANDING GEAR

Contractors may make the Aircraft available with high clearance landing gear.

14. ROTARY WING AIRCRAFT – HOVER EMPLANING AND DEPLANING

- a. Emplaning and deplaning of passengers in a low hover is not required for this contract for Call When Needed Services. However, Contractors may make the Aircraft available to conduct hover exit operations.
- b. The Contractor must ensure that Flight Crew supplied to operate the Rotary Wing Aircraft engaged in hover exit operations are suitably qualified and experienced to conduct operations requiring emplaning and deplaning of passengers in a low hover, under the conditions typically experienced in firefighting and other emergency operations and activities and in the Operating Environment.

15. AERIAL IGNITION OPERATIONS

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

16. IMAGING OPERATIONS

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

17. AERIAL RECONNAISSANCE SYSTEMS

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

SCHEDULE A: FIREBOMBING AIRCRAFT

1. APPLICATION OF SCHEDULE

The clauses of this Schedule A will apply to those Services specified in the Participation Deed – i.e. these requirements apply to Services which involve Firebombing aircraft .

2. FIREBOMBING OPERATIONS

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

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

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

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

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

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

- s. Aircraft must be equipped with a siren system capable of alerting crews on the ground of an impending drop.
- t. The siren system required by clause 2(s) above must be powered by a protected power supply separate to that which supplies any radios.

3. FIRST LOAD FACILITY

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

SCHEDULE B: AIR ATTACK SUPERVISION AIRCRAFT

1. APPLICATION OF SCHEDULE

The clauses of Schedule B will apply to those Services specified in the Participation Deed – i.e. these requirements apply to CWN Services which involve Air Attack Supervision aircraft .

2. GENERAL

The Aircraft must be capable of carrying, and must hold an AOC and otherwise be authorised under CASA regulations to carry, passengers during Daylight under the Visual Flight Rules (VFR).

3. AVIONICS AND COMMUNICATIONS

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

4. FIREBOMBING OPERATIONS

- a. If specified in ARENA as being equipped with a Firebombing Delivery System, or if required by a Member, Rotary Wing Aircraft must be equipped with that Firebombing Delivery System.

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

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

SCHEDULE C: SPECIALIST INTELLIGENCE GATHERING AIRCRAFT

NOTE: This Schedule will detail about Services including the particular specialist intelligence gathering aircraft and associated systems to be provided by the Contractor.

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

1. APPLICATION OF SCHEDULE

The clauses of Schedule C will apply to those Services specified in – i.e. these requirements apply to CWN Services which involve which involve Specialist Intelligence Gathering (SIG) aircraft.

2. AVIONICS AND COMMUNICATIONS

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

SCHEDULE D: WINCHING

1. APPLICATION OF SCHEDULE

The clauses of Schedule D will apply to those Services specified in the Participation Deed – i.e. these requirements apply to CWN Services which involve winching services.

2. AVIONICS AND COMMUNICATIONS

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

3. WINCHING

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

SCHEDULE E: RAPPELLING

1. APPLICATION OF SCHEDULE

The clauses of Schedule E will apply to those Services specified in the Participation Deed – i.e. these requirements apply to CWN Services which involve rappelling services.

2. AVIONICS AND COMMUNICATIONS

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

3. RAPPELLING

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

SCHEDULE F: MOBILE FUELLING UNIT

1. APPLICATION OF SCHEDULE

The clauses of Schedule F will apply to those Services specified in the Participation Deed – i.e. these requirements apply to CWN Services which involve provision of a MFU.

2. MFU VEHICLES AND EQUIPMENT

- a. The Contractor must ensure that any MFU is:
 - i. equipped, licenced and insured, and its Personnel appropriately trained, equipped, licenced and insured, to carry out fuelling in-field;
 - ii. appropriately licensed and equipped for the transport of aviation fuel;
 - iii. diesel powered and be in good condition;
 - iv. with a Gross Vehicle Mass greater than 12 tonnes must be fitted with an operational engine exhaust brake system;
 - v. approved by the appropriate fuel suppliers to access fuel at all the supplier's fuel supply terminals;
 - vi. capable of conducting hot refuelling operations, if supporting Rotary Wing aircraft;
 - vii. capable for pressure fuelling, if supporting Rotary Wing Aircraft capable of pressure fuelling;
 - viii. fitted with:
 - A. all equipment necessary for the purpose of carrying out safe and effective fuelling and other associated operations, including all equipment necessary to ensure fuel quality and to contain any fuel spillages;
 - B. calibrated equipment to accurately measure and clearly display the quantity of fuel delivered into any aircraft;
 - C. a high visibility strobing amber light, first aid kit and fire extinguisher;
 - D. a GPS antenna and a GPS and radio modem, if supplied on a loan basis by a Member. The antenna location must be suitable for high quality GPS signal reception and the antenna cable must be safely and securely routed to the GPS;
 - ix. equipped with:
 - A. a GPS receiver capable of displaying position in Latitude and Longitude and in Universal Transverse Mercator (UTM) format using GDA94 datum;
 - B. a siren system and high visibility strobing red and blue lights, if required by a Member;
 - C. a mobile telephone active on a network acceptable to the Member;

- D. an auxiliary radio transceiver, if provided to the Contractor on a loan basis by a Member;
- E. tracking equipment to meet the position reporting requirements of the *NAFC Standard OPS-014 Aircraft Tracking, Event Reporting and Messaging*;
- x. in possession of current, valid, accurate and complete records for:
 - A. pressure testing on all hoses;
 - B. tank inspection;
 - C. filter change inspection;
 - D. pressure gauge testing;
 - E. meter calibration; and
 - F. delivery systems inspection.
- b. The Contractor will;
 - i. be responsible for installing at the Contractors expense, all equipment required by the Contract and obtaining any necessary approvals and certifications.
 - ii. ensure that any loaned equipment will be returned to a Member at the conclusion of each Service Period, or at the conclusion of the Contract Period, if instructed to do so.

3. MFU OPERATOR

- a. The Refuelling Operator must:
 - i. have available personal effects and requirements sufficient to allow for operation away from the NAB for periods up to six consecutive days; and
 - ii. maintain clear, legible and accurate detailed records of fuel dispensed; and
 - iii. carry a mobile telephone, active on a network acceptable to the Member, at all times during any Service Period. The telephone must be switched on when coverage is available and operation is not otherwise precluded for safety or legal reasons.
- b. Whilst conducting fuelling operations, the Refuelling Operator must:
 - i. wear fire retardant or natural fibre protective clothing extending to boots and appropriate gloves; and
 - ii. wear leather or fire-retardant safety footwear which provides ankle support; and
 - iii. not wear garments made from synthetic or other material with low temperature melting characteristic, low flashpoint or high flammability.

4. REQUIREMENTS WHEN MFU IS DISPATCHED AS A STAND-ALONE SERVICE

- a. A MFU may be dispatched by a Member as stand-alone Service, i.e., separately from an Aircraft, to fuel other aircraft (for example, other operators' aircraft dispatched by a Member).
- b. In accordance with clause 4.a above:
 - i. a Standby/Dispatch may be accepted by the Contractor in accordance with the provisions of this Agreement unless doing so adversely affects the Contractor's ability to provide required Services under this Contract, or other AFAC Contracts;
 - ii. the Contractor will arrange all relevant invoicing and payments directly with the other aircraft's operator, and will supply the fuel at a price on an at-cost basis (which may include reasonable administration costs);
 - iii. the Contractor may refuse to supply fuel to another aircraft operator on credit where evidence of payment defaults by the other operator are provided to the Member and the Member agrees to waive Clause 4a.
 - iv. clauses 4.5a and 4.5b of the Agreement apply.
- c. For the avoidance of doubt, the provisions of this clause 4 apply only to fuel supplied from an MFU provided by the Contractor under this Contract.

SCHEDULE G: NIGHT VISION IMAGING SYSTEM OPERATIONS

1. APPLICATION OF SCHEDULE

The clauses of Schedule G will apply to those Services specified in the Participation Deed – i.e. these requirements apply to CWN Services which involve providing NVIS services. This schedule, like the others, may be modified according to the particular solution offered and accepted.

1. AVIONICS AND COMMUNICATIONS

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

2. NVIS OPERATIONS

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

3. NVIS AERIAL FIREFIGHTING SUPPORT (SUPERVISION AND MAPPING)

NOTE: This clause will only be applicable where NVIS aerial firefighting support (supervision and mapping) is offered for a particular Service.

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

4. NVIS AERIAL FIREFIGHTING (FIREBOMBING)

NOTE: This clause will only be applicable where NVIS aerial firefighting (night firebombing) is offered for a particular Service.

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

SCHEDULE H: MULTI ENGINE AIR TANKERS

Any specific requirements for Multi Engine Airtankers will be included in Participation Deeds.