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ATTACHMENT A

STATEMENT OF WORK

1 PURPOSE

- 1.1 The purpose of establishing this Standing Offer Panel is to strengthen Australia's sovereign maritime capability by implementing a Strategic Fleet Pilot (**Pilot**).
- 1.2 The Pilot will consist of three Australian flagged and crewed vessels that are privately owned, operated on a commercial basis and available to the Department and other Commonwealth Agencies to requisition in times of need, crisis or emergency such as natural disasters and supply chain disruptions.
- 1.3 This Statement of Work is in addition to, and does not limit any of the Supplier's other obligations under the Deed or any Official Order entered into under the Deed.

2 OBJECTIVES

- 2.1 The Pilot objectives are to:
- (a) establish a Strategic Fleet of Australian flagged and crewed vessels;
 - (b) provide the Commonwealth with certainty of access to the Strategic Fleet for requisition to move cargo in times of need, crisis or emergency;
 - (c) to make the Strategic Fleet available to other Commonwealth Agencies, including for the purpose of assisting Australian Defence activities and provide an alternative capability for the deployment of Defence resources in the context of civil emergencies; and
 - (d) support a training and workforce environment that encourages and grows Australia's maritime skills.

3 VESSEL(S)

- 3.1 The Vessel(s) provided by the Supplier and included within the Strategic Fleet in connection with the performance of any Services and Official Orders under this Deed are as follows:

Vessel Specifications	
Vessel name	
Vessel type	
IMO number	
Official number	
Year	
Builder and place of build	
Registration Certificate and	

Class Certificate	
Gross registered tonnage	
Net registered tonnage	
Deadweight	
Max Summer Draft	
Daily fuel consumption	
Fuel supply arrangements	
Carrying capacity	
Cargo handling	
Cargo tank capacities	
Deck plan and deck schematic (attach as a separate document as relevant)	
ISO compliant containers	
Cargo tank and pumping plan	

4 SERVICES TO BE PROVIDED

- 4.1 The Supplier must perform the Services set out in clause 1.8 of the Conditions of Deed in accordance with this Attachment A, and the relevant Fleet and Training Order and Requisition Order (as applicable).
- 4.2 Clauses 5 to 7 of this Statement of Work apply to the performance of Fleet and Training Services by the Supplier under a Fleet and Training Order.
- 4.3 Clause 8 of this Statement of Work applies to the performance of Requisition Services by the Supplier under a Requisition Order.
- 4.4 For clarity, an Official Order may expressly amend, including by removing or supplementing, the terms of this Attachment A.

5 TRANSITION-IN SERVICES

- 5.1 This clause 5 will apply where a Fleet and Training Order includes Transition-In Services.
- 5.2 The Supplier must complete Transition-In Services to prepare each Vessel for commercial operations as specified in this Statement of Work.
- 5.3 The Supplier must:
 - (a) commence the Transition-In Services on the Transition-In Period Start Date;
 - (b) comply with the Approved Transition-In Plan and perform the Transition-In Services as specified in this Statement of Work; and
 - (c) ensure that the Transition-In Services are completed by the Transition-In Period End Date.
- 5.4 The Commonwealth may in its absolute discretion and for any reason before the Transition-In Period End Date, extend the Transition-In Period by notice to the Supplier as set out in clause 2.5 of the Conditions of Deed. The Commonwealth is not required to exercise its discretion under this clause for the benefit of the Supplier.

Scope of Transition-In Services

- 5.5 The Supplier must during the Transition-In Period:
 - (a) comply with its obligations in clause 3.4 of the Conditions of Deed;
 - (b) undertake all activities required to register each Vessel on the Australian General Shipping Register under the *Shipping Registration Act 1981* (Cth), and provide the Commonwealth with proof of such registration;
 - (c) obtain a general licence to enable each vessel to operate in coastal trading under the *Coastal Trading (Revitalising Australian Shipping) Act 2012* (Cth);
 - (d) negotiate and agree an Enterprise Agreement in respect of the crew employed on each Vessel in accordance with clauses 5.6 to 5.9 of this Attachment A;
 - (e) provide a signed copy of the Enterprise Agreements with the relevant Australian maritime unions;

- (f) provide evidence that the Supplier has affected the insurance policies required under the Deed; and
- (g) employ a full Australian crew unless a full Australian crew cannot be sourced in which case a Crewing Transition Plan must be submitted for Approval in accordance with clause 5.12.

Strategic Fleet Crew Enterprise Agreement

5.6 The Supplier must:

- (a) negotiate and agree an Enterprise Agreement with a 5 year term (or if a duration of 5 years is not achievable, as close to 5 years as the Supplier is reasonably able to negotiate) for all Strategic Fleet crew with the relevant maritime union for the crew rank; and
- (b) submit a signed copy of the Enterprise Agreement to the Commonwealth in accordance with an Approved Transition-In Plan.

5.7 If the agreed Enterprise Agreement with the relevant Australian maritime union is for a term of less than 5 years, the Supplier must update and resubmit the Transition-In Plan to the Commonwealth to demonstrate how it will minimise cost increases during the remainder of the Official Order Term following the expiry of the relevant Enterprise Agreement. Clause 13 will apply to any Transition-In Plan resubmitted under this clause 5.7.

5.8 When negotiating an Enterprise Agreement with the relevant Australian maritime union, the Supplier must use its best endeavours to:

- (a) negotiate the best available commercial terms; and
- (b) otherwise ensure that any annual increase of crew wages under the Enterprise Agreement does not exceed the 2025-26 Wage Price Index of 3.25% (as set out in Budget 2025-26: Budget Paper No.1 produced by the Commonwealth Treasury), plus a margin of 1%.

5.9 If, despite using its best endeavours, the Supplier is unable to negotiate terms for an Enterprise Agreement which include an annual increase of crew wages equal to or less than the amount set out in clause 5.8(b), the Supplier must:

- (a) immediately notify the Commonwealth providing details of the relevant negotiation including the circumstances as to why it has been unable to reach agreement in relation to the annual increase of crew wages; and
- (b) obtain direction from the Commonwealth in relation to the course it adopts, which may include continuing negotiations with the relevant Australian maritime union.

Transition-In Plan

- 5.10 The Supplier must, within 10 Working Days after the Effective Date for a Fleet and Training Order, prepare and submit a Transition-In Plan for the performance of the Transition-In Services to the Commonwealth Representative for Approval, which must include:
- (a) the Supplier's plan for the performance of the Transition-In Services within the Transition-In Period; and
 - (b) any other matters reasonably requested by the Commonwealth.
- 5.11 The Commonwealth will review the Transition-In Plan submitted by the Supplier and either Approve it, or provide the Supplier with the details of any changes required by the Commonwealth within 10 Working Days of receipt of the Transition-In Plan. The Supplier must make the relevant changes and resubmit the Transition-In Plan to the Commonwealth for Approval within 10 Working Days of the Commonwealth's request (unless a longer timeframe is agreed in writing by the Commonwealth). This clause 5.11 will apply to any resubmitted Transition-In Plan.

Crewing Transition Plan

- 5.12 If the nominated Strategic Fleet Vessel cannot be fully Australian crewed upon commencement of its commercial operations, or if the Commonwealth otherwise requests, the Supplier must submit to the Commonwealth a Crewing Transition Plan for Approval prior to the Transition-In Period End Date which details the Supplier's plan for transitioning to a full Australian crew over time. The Crewing Transition Plan must include:
- (a) the Supplier's plan, including steps it will take to source and employ a full Australian crew which may include actions such as:
 - (i) revalidating Australian seafarers' qualifications that have lapsed;
 - (ii) sponsoring temporary Australian working visas for international seafarers who will be replaced by Australian seafarers when they become available;
 - (iii) sponsoring international seafarers to become permanent Australian citizens eligible to become Australian seafarers; and
 - (iv) working with Australian maritime training organisations to develop training pathways (including at-sea training berths, cadet programs, and traineeships) for trainee Australian mariners, and providing appropriate assurance that they will be hired on completion of training (subject to successfully completing the course and complying with work-related performance standards); and
 - (b) the Supplier's plan for the occupancy of each of the training berths in accordance with clause 7, including its proposed occupancy formula and trainee roster (or similar), and the extent to which it proposes to occupy training berths with additional cadets or trainees by way of a Subcontract arrangement, or through industry placement.

- 5.13 The Supplier must consult with the Australian maritime unions to source Australian crew, and where a full Australian crew is not available, consult the maritime unions to develop and update a Crewing Transition Plan.
- 5.14 The Commonwealth will review the Crewing Transition Plan submitted by the Supplier within 10 Working Days of receipt, and either Approve it or provide the Supplier with the details of any changes required by the Commonwealth.
- 5.15 The Supplier must make the relevant changes and resubmit the Crewing Transition Plan to the Commonwealth for Approval within 10 Working Days of the Commonwealth's request (unless a longer timeframe is agreed in writing by the Commonwealth).
- 5.16 The Supplier must:
- (a) comply with the Approved Crewing Transition Plan; and
 - (b) review, update and resubmit the Crewing Transition Plan for Approval by the Commonwealth on a quarterly basis during the Fleet and Training Order Term (or as otherwise required by the Commonwealth).
- 5.17 Clauses 5.14 and 5.15 will apply to any Crewing Transition Plan re-submitted in accordance with clause 5.16(b).
- 5.18 Where the Approved Crewing Transition Plan provides for the ongoing transition to Australian crew and officers after the expiry of the Transition-In Period, the provisions of the Deed, this Statement of Work, and the Crewing Transition Plan will continue to apply until all crewing transition obligations have been completed (and notwithstanding any expiry of the Transition-In Period).

6 TERM SERVICES

- 6.1 This clause 6 will apply where a Fleet and Training Order includes Term Services.
- 6.2 The Supplier must perform the Term Services specified in this Statement of Work during the Deed Term.
- 6.3 Without limiting any other provision of the Deed or any Official Order, the Supplier must, in return for the Term Service Payments:
- (a) do all things necessary to maintain each Vessel's status as an Australian flagged and crewed vessel registered on the AGSR;
 - (b) operate each Vessel on a commercial basis during non-requisition periods;
 - (c) make each Vessel available to the Commonwealth as required throughout the Deed Term for the performance of Requisition Services;
 - (d) maintain all Authorisations required for the performance of the Services;
 - (e) maintain each Vessel to the standards specified in the Deed;
 - (f) attend all requested meetings and fora that relate to the performance of Requisition Services; and
 - (g) comply with the performance and reporting requirements specified in the Deed, including in relation to the Master Schedule (clause 3.6 of the Conditions of Deed) and Annual Performance Report (clause 9.8 of the Conditions of Deed).

7 SEAFARER TRAINING SERVICES AND TRAINING BERTHS

- 7.1 This clause 7 will apply where a Fleet and Training Order includes Seafarer Training Services.
- 7.2 The Supplier must provide the Seafarer Training Services and Minimum Number of Training Berths specified in this Statement of Work during the Deed Term.
- 7.3 The Supplier must:
- (a) provide and maintain the Minimum Number of Training Berths on each Vessel during the Official Order Term; and
 - (b) ensure that the Minimum Number of Training Berths are occupied during the Official Order Term:
 - (i) by trainee seafarers (one rating, one engine officer and one deck) to obtain Standards of Training, Certification, and Watchkeeping for Seafarers (STCW) qualifications; and
 - (ii) consistent with any occupancy requirements set out in the relevant Fleet and Training Order (or otherwise agreed by the Commonwealth and the Supplier from time to time).
- 7.4 Where Approved by the Commonwealth in a Crewing Transition Plan, training berths may be filled through the engagement of additional cadets or trainees, either directly employed by the Supplier or a Subcontractor, or through industry placement where a cadet or trainee requires vessel access to complete their training requirements.
- 7.5 Where an industry placed cadet or trainee is utilising the Strategic Fleet Vessel to complete a training program, the Supplier acknowledges that:
- (a) the cost of the industry placed cadet or trainee will not be passed through to the Commonwealth; and
 - (b) the Supplier remains responsible for such cadets and trainees under and in accordance with this Deed and any Official Order, notwithstanding that they have been sourced through an industry placement.
- 7.6 Where a Vessel does not have the capacity to provide the Minimum Number of Training Berths, the Supplier may propose alternative arrangements for Approval by the Commonwealth that would enable the Supplier to achieve an equivalent or greater outcome than if the Vessel had capacity to provide the Minimum Number of Training Berths.
- 7.7 Where a training berth cannot be filled, the Supplier must communicate with the Commonwealth to agree to a course of action.
- 7.8 All trainee seafarers must complete their non-sea time training at an Australian Registered Training Organisation.
- 7.9 If the Official Order Term expires and trainee seafarers have not been able to complete their STCW qualifications as part of the Seafarer Training Services, the Supplier must use best endeavours to assist trainee seafarers to achieve the STCW qualifications they would have otherwise achieved if the Official Order Term had not expired.
- 7.10 If a cadet or trainee employed by the Supplier or a Subcontractor in connection with this Deed withdraws from their nominated training course, the Supplier must, at no additional

cost to the Commonwealth, replace the individual with another cadet or trainee of equivalent rank (like for like).

- 7.11 If a like for like replacement is not available, the Supplier must seek prior written Approval from the Commonwealth before engaging a substitute cadet or trainee of different rank or capability.

8 REQUISITION SERVICES

Supplier Responsibilities

- 8.1 The Supplier must make each Vessel available to the Commonwealth as required throughout the Deed Term for the performance of Requisition Services as specified in the Deed and this Statement of Work.
- 8.2 The Supplier must comply with its obligations under the Deed in relation to responding to Tasking Statements and entering into Requisition Orders for the performance of Requisition Services, including by:
- (a) immediately notifying the Commonwealth Representative that the Supplier has received a Tasking Statement, and confirming the availability of the Vessel to perform the Requisition Services specified in the Tasking Statement;
 - (b) submitting a Quotation to the Commonwealth in response to a Tasking Statement within 72 hours (or in such other form as may be specified by the Commonwealth); and
 - (c) where practicable, providing an alternative proposal to the Commonwealth for the use of a substitute or supplementary vessel working where a Strategic Fleet Vessel is unavailable.
- 8.3 Upon execution of a Requisition Order, the Supplier must deploy the Vessel as soon as is reasonably practicable, or if the Vessel is unavailable, work with the Commonwealth in good faith to provide a substitute vessel with similar capabilities.
- 8.4 The Supplier must, during the Deed Term and each Requisition Order Term:
- (a) ensure that the Supplier Representative and Supplier Personnel are available to communicate with the Commonwealth Representative and other Commonwealth Agencies to plan for and respond to Tasking Statements for the performance of Requisition Services; and
 - (b) attend any whole-of government coordination meetings (including National Co-ordination Meetings) as required by the Commonwealth prior to the issue of a Tasking Statement, prior to the commencement of a voyage, and during the performance of Requisition Services in order to assist the Commonwealth with the planning, procurement and delivery of any Requisition Services.
- 8.5 The Supplier will remain responsible for all aspects of operating each Vessel in the performance of Requisition Services including crewing, maintenance and operational control.
- 8.6 During the performance of Requisition Services, the Supplier must at all times ensure that:
- (a) the Supplier maintains operational control of the Vessel and crew;

- (b) the Vessel is crewed, equipped and fuelled in accordance with International Standards;
- (c) the Vessel is operated safely and in accordance with all Laws and Authorisations;
- (d) the Supplier maintains the insurances required under the Deed and any additional insurances specified in the Requisition Order; and
- (e) the crew is under the control of and only authorised to take orders from the Supplier.

8.7 The Supplier must ensure each Vessel returns to ordinary commercial operations as soon as is reasonably practicable following the conclusion of Requisition Services.

Requisition Services

8.8 Unless the Commonwealth specifies otherwise, the Supplier must provide everything necessary for the proper performance of Requisition Services under a Requisition Order, including:

- (a) the supply of all bunkers;
- (b) the provision of all necessary equipment and personnel for safely loading and unloading Cargo and for securing the cargo for transport;
- (c) providing all other port handling services including (as applicable) warehousing, stevedoring, cargo loading, and discharging facilities and services;
- (d) ensuring the Cargo is stowed in accordance with Flag State requirements;
- (e) obtaining all necessary Authorisations to perform the Requisition Services including in relation to Bills of Lading, biosecurity and border clearances; and
- (f) procuring all towage, pilotage and mooring arrangements.

Additional Services

8.9 Without limiting the Services to be provided by the Supplier under clause 8.8, the Commonwealth may request the Supplier to provide additional Services under a Requisition Order, including:

- (a) alternate transport services options, including land or air transport;
- (b) cargo collection at point of sale/warehouse and transit to wharf; and
- (c) any other services that are agreed to be provided by the Supplier.

Requisition Scenarios and Commonwealth Responsibilities

8.10 The Commonwealth will seek to requisition Vessels for such time as is required to meet the needs of the Government.

8.11 Circumstances in which the Commonwealth may seek to requisition a Vessel to deliver on the objectives of the Pilot include (but are not limited to):

- (a) in response to natural disasters or human induced threats;

- (b) to support Australian Defence Force activities; and
 - (c) to transport critical goods both internationally (import and export) and domestically.
- 8.12 The type of cargo that may need to be moved under a Requisition Order includes (but is not limited to):
 - (a) containers;
 - (b) liquid fuels and chemicals;
 - (c) building and project supplies, sensitive and/or explosive cargo, and stores; and
 - (d) vehicles.

Location of cargo movements

- 8.13 The Commonwealth may require Suppliers to transport cargo between various locations within Australia, including but not limited to:
 - (a) major metropolitan ports – Melbourne, Brisbane, Sydney, Fremantle and Adelaide; and
 - (b) ports in Northern Australia – Weipa, Darwin, Derby, Wyndham, Cairns and Broome.
- 8.14 In addition, the Commonwealth may require Suppliers to transport cargo between various locations between Australia and the near international region, including but not limited to New Zealand, Pacific Island Nations, Indonesia, Papua New Guinea, Singapore and Malaysia.

Substitute or Supplementary Vessels

- 8.15 The Supplier acknowledges that the Commonwealth's preference is for Strategic Fleet Vessels to be utilised for the performance of Requisition Services wherever practicable.
- 8.16 Without limiting the Supplier's other obligations, and the Commonwealth's rights under the Deed, the Commonwealth acknowledges that a Vessel may not be available to perform Requisition Services in accordance with the circumstances in clause 1.10(c) of the Conditions of Deed.
- 8.17 Where a Vessel is unable to perform Requisition Services, the Supplier must work with the Commonwealth in good faith to provide a substitute or supplementary vessel of a similar type and capability to respond to a Tasking Statement.
- 8.18 The deployment of a substitute or supplementary vessel for the performance of Requisition Services:
 - (a) will be subject to Approval by the Commonwealth on any additional conditions stipulated by the Commonwealth in its sole discretion; and
 - (b) the vessel must comply with International Standards.
- 8.19 Where the Commonwealth has given prior written Approval to the Supplier, a substitute or supplementary Vessel used for Requisition Services is not subject to the Australian

registration, Australian crewing and Minimum Number of Training Berth provisions of the Deed.

Situation reports

- 8.20 Without limiting any requirements to provide notices of readiness or other matters specified in the Additional Charter Terms, the Supplier must provide a situation report by email to the Commonwealth Representative within one hour of a Vessel departing a port or arriving at a port during the provision of any Requisition Services.
- 8.21 A situation report provided after the departure of a Vessel from a port must include the following information:
- (a) estimated time of arrival of the Vessel at the next port;
 - (b) details of any delays to the Vessel relative to the relevant sailing schedule; and
 - (c) confirmation of the Cargo loaded and/or unloaded at the port (as applicable).
- 8.22 A situation report provided after the arrival of a Vessel from a port must include the following information:
- (a) estimated time of departure of the Vessel from that port (where applicable);
 - (b) details of any delays to the Vessel relative to the relevant sailing schedule; and
 - (c) confirmation of the Cargo to be loaded or unloaded (as applicable).

Requisition process

- 8.23 Clauses 1.10 to 1.11 of the Conditions of Deed set out the process for ordering Requisition Services, and for the formation of Requisition Orders between the Commonwealth and the Supplier.
- 8.24 The Supplier must direct any questions in relation to a Tasking Statement to the Contact Officer specified in a Tasking Statement. The Supplier must send a carbon copy of all correspondence with a Commonwealth Agency to the Department via SFPP@infrastructure.gov.au.

Requisition Order Pricing Principles

- 8.25 All prices in a Quotation for Requisition Services must be quoted at market rates based on the requirements in a Tasking Statement. The Supplier must provide its pricing for any additional or ancillary Services as part of its Quotation in accordance with clause 8.28.
- 8.26 All Quotations for Requisition Services are to clearly set out the actual cost of the Requisition Services and the Supplier's proposed mark-up.

Supporting Evidence to be Provided with Quotation for Requisition Services

- 8.27 Upon receipt of a Tasking Statement, the Supplier must, where the Vessel is available for Requisition, complete all information to provide a response to the Tasking Statement, and submit a Quotation to the Commonwealth in the form set out in Attachment D to the Conditions of Deed and in accordance with clause 1.10(b)(iii) of the Conditions of Deed within 72 hours.

- 8.28 Without limiting the Supplier's obligations under the Deed and any Requisition Order, when preparing and submitting a Quotation, the Supplier must, to the extent reasonably practicable, obtain and provide to the Commonwealth:
- (a) all pricing and other information specified in a Tasking Statement, or otherwise requested by the Commonwealth in connection with any Services to be performed by the Supplier under a Requisition Order, including:
 - (i) evidence of market charter rates comparison for the performance of the relevant Requisition Services; and
 - (ii) substantiation of pricing for any ancillary or related Services (e.g. provision of port handling, towage, pilotage and alternate transport services); and
 - (b) such further information as the Commonwealth may require to evaluate the Quotation on the basis of value for money, and otherwise in accordance with the principles of the Commonwealth Procurement Rules, other Commonwealth policies, applicable Law and probity requirements.
- 8.29 Where requested by the Commonwealth, the Supplier must update and resubmit a Quotation for Approval having regard to any additional information requested by the Commonwealth, including in accordance with clause 8.28.
- 8.30 When submitting a Payment Claim for a Requisition Order, the Supplier must provide all invoices relating to Requisition Services that clearly identifies:
- (a) the type of Services to which the invoice relates;
 - (b) the Requisition Services to which it relates; and
 - (c) the amount of the claim, inclusive of GST.

Transparency

- 8.31 Without limiting the Supplier's other obligations under the Deed or any Requisition Order, where requested by the Commonwealth, the Supplier must provide the Commonwealth with any additional information in relation to the basis of any pricing included in a Quotation on an Open Book Basis.

9 TRANSITION-OUT

- 9.1 This clause 9 applies where and to the extent specified in a Fleet and Training Order.
- 9.2 The parties acknowledge and agree that the Commonwealth will only be liable to pay Transition-Out Costs to the Supplier in the following circumstances (and subject to the terms of this Deed and the relevant Fleet and Training Order):
- (a) upon expiry of the Deed Term, or where applicable the expiry of the last Official Order (whichever occurs later); or
 - (b) where the Commonwealth exercises its right to terminate the Deed for convenience under clause 11.5 of the Conditions of Deed.

Transition-Out Plan

- 9.3 The Supplier must prepare and submit an indicative Transition-Out Plan to the Commonwealth for Approval at the same time as its submission of the first Annual Performance Report following the Transition-In Period End Date.
- 9.4 The Transition-Out Plan must include:
- (a) details of the activities required to transition the Vessel(s) to a crew and flag state that enables the Supplier to operate its current shipping route on a commercial basis without the Term Service Payment; and
 - (b) an estimate of the costs (including pricing data and supporting information) that will be incurred by the Supplier in performing such activities.
- 9.5 Subject to clause 9.6, the categories of costs that the Supplier may specify in the Transition-Out Plan or a Transition-Out Quotation are limited to the costs incurred by the Supplier as a result of:
- (a) removing the Vessel(s) from the Australian General Shipping Register and registering the Vessel(s) on another register;
 - (b) cancelling the general licence required under clause 10.3 of the Conditions of Deed to enable the Vessel(s) to operate in coastal trading under the *Coastal Trading (Revitalising Australian Shipping) Act 2012* (Cth);
 - (c) the repatriation of and pro-rated redundancy of Australian crew employed on the Vessel(s) based on a calculation of the number of years of service of each crew member as part of the Strategic Fleet Pilot Program;
 - (d) completion of Seafarer Training Services for seafarers employed on a Strategic Fleet Vessel where they have not yet completed their training that they would otherwise have completed had the Deed continued for the Deed Term; and
 - (e) other reasonable costs that may be incurred by the Supplier to complete Transition-Out Activities, and which are Approved by the Commonwealth under clause 9.10.
- 9.6 Notwithstanding any other provision of this Deed or an Official Order, the Supplier:
- (a) must plan for and execute all Transition-Out Activities as efficiently as possible so as to minimise the Transition-Out Costs under this Deed; and
 - (b) acknowledges and agrees that it will not be entitled to recover any Transition-Out Costs other than those which are specified in the Approved Transition-Out Quotation and reasonably incurred by the Supplier in the performance of the Transition-Out Activities.
- 9.7 The Commonwealth will review the Transition-Out Plan submitted by the Supplier and either Approve it, or provide the Supplier with the details of any changes required by the Commonwealth. The Supplier must make the relevant changes and resubmit the Transition-Out Plan to the Commonwealth for Approval within 10 Working Days of the Commonwealth's request (unless a longer timeframe is agreed in writing by the Commonwealth). This clause 9.7 will apply to any resubmitted Transition-Out Plan (including an updated Transition-Out Plan submitted in accordance with clause 9.8 below).

9.8 The Supplier must review and update the current Approved Transition-Out Plan and submit the updated Transition-Out Plan to the Commonwealth for Approval:

- (a) as part of each Annual Performance Review;
- (b) no later than 6 months before the expiry of the Deed or the relevant Fleet and Training Order; and
- (c) otherwise within 10 Working Days of being notified of the termination of the Deed for convenience by the Commonwealth under clause 11.5 of the Conditions of Deed,

and clause 9.7 will apply to the updated Transition-Out Plan.

Payment of Transition-Out Costs Upon Expiry of the Deed Term

9.9 The Supplier must submit a Transition-Out Quotation to the Commonwealth six months prior to the expiry of the Deed Term or the Official Order Term for the relevant Fleet and Training Order, which includes a quotation of the costs to perform the Transition-Out Activities, and which:

- (a) includes any assumptions in relation to the scope, pricing and timing of the Transition-Out Activities on which the quotation is based; and
- (b) is on the same basis as the then current Approved Transition-Out Plan (subject to any changes Approved by the Commonwealth).

9.10 The Commonwealth will review the Transition-Out Quotation submitted by the Supplier under clause 9.9 and either Approve it, or provide the Supplier with the details of any changes reasonably requested by the Commonwealth. The Supplier must make the agreed changes and resubmit the Transition-Out Quotation to the Commonwealth for Approval within 10 Working Days of the Commonwealth's request (unless a longer timeframe is agreed in writing by the Commonwealth). This clause 9.10 will apply to any resubmitted Transition-Out Quotation.

9.11 If, following the Commonwealth's Approval of the Transition-Out Quotation, the Supplier considers that there has been a change in the assumptions included in the Approved Transition-Out Quotation, the Supplier may submit a revised Transition-Out Quotation for the Commonwealth's Approval in accordance with clause 9.10.

Payment of Transition-Out Costs Upon Termination for Convenience

9.12 If the Deed is terminated by the Commonwealth for convenience under clause 11.5 of the Conditions of Deed, the Supplier must submit a Transition-Out Quotation in accordance with clause 9.9 within 10 Working Days of being notified of the termination of the Deed (or another timeframe specified by the Commonwealth).

Performance of Transition-Out Activities

9.13 The Supplier must not initiate any Transition-Out Activities until the Deed and all Official Orders have expired (or the Commonwealth has otherwise terminated the Deed for convenience in accordance with clause 11.5 of the Conditions of Deed) unless otherwise Approved by the Commonwealth, and must comply with the terms of the Deed and any Official Order (as applicable) for the duration of the performance of the Transition-Out Activities.

10 ANNUAL PERFORMANCE REPORTING

- 10.1 The Supplier must prepare and submit an Annual Performance Report to the Commonwealth for Approval, by 30 October each year, in accordance with clause 9.8 of the Conditions of Deed.

11 POST-IMPLEMENTATION REVIEW

- 11.1 The Supplier must participate in a post implementation review (**PIR**) of the Pilot, which will be undertaken by the Department approximately twelve (12) months after the first Strategic Fleet Vessel completes the Transition-In Services.
- 11.2 The purpose of the PIR will include to:
- (a) evaluate the effectiveness of the implementation arrangements for the Pilot, and to enable the Department and Suppliers to learn lessons from the first stage of operations and inform any necessary adjustments to the delivery model of the Pilot; and
 - (b) enable the Department to assess whether its investment in the Strategic Fleet is achieving its objectives, understand whether processes relating to vessel participation and requisition are effective, determine whether the full range of benefits of the fleet are being realised, and enable any changes to be implemented as appropriate.
- 11.3 Participation in the PIR may include but is not limited to interviews with key personnel, provision of advice, completion of surveys and any other forms of engagement requested by the Department.
- 11.4 If the Supplier has not completed any Requisition Services prior to the PIR (e.g. because the need for a requisition has not arisen), the Supplier may be required to participate in desktop requisition exercises prior to the commencement of the PIR to test the requisition arrangements.

12 DEED MANAGEMENT

- 12.1 The Supplier is required to perform its obligations under the Deed and any Official Order in an open, honest and collaborative manner.
- 12.2 The Supplier is required to meet with the Commonwealth at least monthly for the first three months following the Deed Effective Date and then on a quarterly basis after the initial three months (or as otherwise required by the Commonwealth throughout the Deed Term) to discuss the Supplier's performance of the Deed and any Official Order.

13 PLANS

- 13.1 Where the Supplier is required to provide and comply with a plan under the Deed or any Official Order, the Supplier must:
- (a) develop and update the relevant plan as may be necessary or appropriate during the Deed Term or Official Order Term to reflect any changes arising out of the performance of the Deed or any Requisition Order; and
 - (b) resubmit the updated plan to the Commonwealth Representative for Approval.
- 13.2 Without limiting clause 13.1, the Supplier must respond to a request from the Commonwealth Representative to develop, update and resubmit to the Commonwealth

for Approval any plan under this Deed or an Official Order to address or incorporate any comments or other requirements of the Commonwealth for inclusion in the relevant plan within:

- (a) 3 calendar days for an urgent request in relation to an Official Order; or
- (b) 10 Working Days for all other a non-urgent requests.

13.3 Without limiting its other obligations under the Deed or any Official Order, the Supplier must:

- (a) comply with each plan (as updated from time to time) that has been Approved by the Commonwealth; and
- (b) provide such reports and other information about the Supplier's progress in implementing each plan as may be reasonably required by the Commonwealth.

ATTACHMENT B**PRICE AND PAYMENT****1 OVERVIEW**

- 1.1 Subject to the terms of the Deed (including this Attachment B), and the relevant Official Order, the Commonwealth will pay the Supplier:
- (a) in respect of the proper performance of the Fleet and Training Services under a Fleet and Training Order:
 - (i) Transition-In Payment milestones;
 - (ii) Term Service Payments paid quarterly in advance commencing from the date each Vessel commences commercial operations; and
 - (iii) a one-off payment for Transition-Out Costs; and
 - (b) in respect of the proper performance of the Requisition Services under a Requisition Order, the Requisition Payments under the relevant Requisition Order.

2 TRANSITION-IN PAYMENT

2.1 Transition-In Payment

- 2.2 The Transition-In Payment specified in a Fleet and Training Order is to account for all required costs to bring the nominated Strategic Fleet Vessel up to Australian standard and prepare the Vessel for commercial operations under the AGSR with an Australian crew.

- 2.3 Subject to any agreed adjustments in accordance with this Deed, the Commonwealth will pay the Supplier the Transition-In Payment specified in a Fleet and Training Order for the performance of the Transition-In Services outlined in clause 5 of the Statement of Work (Attachment A), in accordance with the relevant Fleet and Training Order.

2.4 Payment Claim for the Transition-In Payment

The Supplier shall be entitled to submit Payment Claims to the Commonwealth for the performance of the Transition-In Services in accordance with the milestones for the Transition-In Payment (which must be no more than 3 milestones), as set out in the relevant Fleet and Training Order. The Supplier may submit a Payment Claim in accordance with clause 5 of the Conditions of Deed for the portion of the Transition-In Payment attributable to a milestone upon the Commonwealth's Approval that the relevant milestone has been completed.

3 TERM SERVICE PAYMENTS

- 3.1 The Term Services are further described in the COD, clause 6 of the Statement of Work and the relevant Fleet and Training Order, and include the services required to maintain

each Strategic Fleet Vessel's status as an Australian flagged and crewed vessel registered on the AGSR.

3.2 Term Service Payments

3.3 Subject to any agreed adjustments in accordance with this Deed, the Commonwealth will pay the Supplier the Term Service Payments specified in a Fleet and Training Order (as may be adjusted in accordance with the relevant Fleet and Training Order) for the proper provision of the Term Services and Seafarer Training Services under a Fleet and Training Order every three months.

3.4 Term Service Payments under a Fleet and Training Order will comprise the:

- (a) Vessel cost gap;
- (b) Crewing cost gap; and
- (c) Seafarer Training cost gap,

and will be inclusive of an agreed mark-up that is to be applied to the total annual cost gap plus GST.

3.5 Payment Claim for the Term Service Payments

3.6 The Supplier shall be entitled to submit its first Payment Claim for Term Service Payments under a Fleet and Training Order following completion of the Transition-In Services.

3.7 The Supplier shall be entitled to submit a Payment Claim to the Commonwealth for a Term Service Payment under a Fleet and Training Order every three months in advance in accordance with this Attachment B and clause 5 of the Conditions of Deed.

4 REQUISITION PAYMENTS

4.1 Requisition Payments

- (a) The Commonwealth will pay to the Supplier, for the proper provision of the Requisition Services, the Requisition Payments in accordance with the Deed.
- (b) The Requisition Payment for the performance of each Requisition Order will be the sum of costs that are directly and reasonably incurred by the Supplier as a result of the performance of the relevant Requisition Services:
 - (i) agreed charter costs included within a Requisition Order, including as applicable:
 - (A) daily Hire Rate (less periods of off-hire);
 - (B) fuel costs;
 - (C) pilotage fees;
 - (D) tugs and towage costs;
 - (E) berthing mooring fees;
 - (F) port charges;

- (G) port handling services (including stevedoring costs);
 - (H) Authorisations;
 - (I) transport services (road or rail transport in Australia and Overseas); and
 - (J) all taxes, duties and government charges imposed or levied in Australia and overseas (including GST);
- (ii) the costs incurred by the Supplier to re-position and prepare the Vessel for the commencement of the Requisition Services;
- (iii) the reasonable difference in costs incurred by the Supplier for the provision of a substitute vessel to backfill regular trade, where the cost of the substitute vessel exceeds what the Supplier was paid to transport any cargo that has been displaced as a result the Strategic Fleet Vessel undertaking Requisition Services;
- (iv) the costs incurred by the Supplier to prepare the Vessel to be returned to its normal business activities following the completion of the Requisition Services;
- (v) the costs incurred by the Supplier procuring any additional insurances required for a Requisition Order;
- (vi) the costs to cover additional risk contingencies posed by the requisition tasking;
- (vii) the costs incurred by the Supplier to complete crew changes where relevant to the Requisition Order; and
- (viii) the costs incurred by the Supplier due to additional crew premiums if required for the completion of Requisition Services.
- (c) The Supplier may include an amount for any additional costs that will be directly, reasonably and unavoidably incurred by the Supplier as a result of the performance of the Requisition Services.
- (d) To the extent practicable, the Commonwealth and the Supplier will agree fixed prices for inclusion in each Requisition Order in respect of the costs referred to in clauses 4.1(b) and 4.1(c) inclusive of any mark-up applied to such costs agreed between the parties.
- (e) To the extent that a quoted price is confirmed as fixed prior to the commencement of the relevant Requisition Services, the quoted price:
 - (i) is inclusive of all costs and expenses and any other payments associated with providing the relevant Requisition Services;
 - (ii) provides for carrying out all matters and doing all things necessary for the due and proper performance and completion of the Services in accordance with this Deed and the relevant Requisition Order;
 - (iii) allows for the provision of all work and materials necessary for delivering the Requisition Services, whether or not expressly mentioned in this Deed or the relevant Requisition Order; and
 - (iv) will not be subject to any escalation or indexation.

4.2 Payment Claim for the Requisition Payments

- (a) Costs incurred by the Supplier for the provision of Requisition Services as described in clause 4.1 and where relevant to a Requisition Order must be agreed by the Commonwealth Agency requisitioning the services and included in the relevant Requisition Order.
- (b) When submitting a Requisition Order Payment Claim, the Supplier must ensure each Payment Claim is in accordance with Conditions of Deed clause 5.3.
- (c) Each Payment Claim is to be accompanied by supporting evidence satisfactory to the Commonwealth, and in accordance with the Requisition Order Pricing Principles.
- (d) Where a Requisition Order includes Vessel daily Hire Rates and bunkering costs, the Requisition Order may provide for payment of an initial payment upon execution of the relevant Requisition Order, provided that:
 - (i) the amount of any such initial payment shall not exceed an amount equal to the first 30 days of Vessel daily Hire Rates and bunkering costs;
 - (ii) unless otherwise agreed in the relevant Requisition Order, subsequent Payment Claims for Vessel daily Hire Rates and bunkering costs must be no earlier than 30 days after the Payment Claim for an initial payment; and
 - (iii) the Supplier may submit Payment Claims for all other amounts payable in connection with the Requisition Services in accordance with this Deed and the relevant Requisition Order (including, for clarity, in accordance with the requirement in clause 5.3(b)(iv)(B) of the Conditions of Deed).
- (e) Each initial payment paid by the Commonwealth will be offset against amounts payable by the Commonwealth to the Supplier in respect of the performance of the relevant Services to which the initial payment relates. The Commonwealth will be deemed to have paid the amounts in respect of such Services, until the sum of the amounts payable in respect of the relevant Services equals the amount of the initial payment paid by the Commonwealth. In the event that any part of the initial payment has not been offset against amounts payable for the relevant Services performed in accordance with the Requisition Order, such part of the initial payment will be recoverable by the Commonwealth under clause 11.8 of the Conditions of Deed.
- (f) The daily Hire Rates specified in clause 4.1(b)(i)(A) are inclusive of all profit, overheads, labour expenses and Subcontractor costs, including salary, insurance, work allowances, superannuation, leave entitlements, bonuses and redundancies and other charges and provisions attributable to providing the Requisition Services.
- (g) On completion of the Requisition Services the Supplier is to submit a final Payment Claim no later than 90 Working Days after completion of the Requisition Services for the actual costs of the Requisition Services. The final Payment Claim must include all final adjustments, including but not limited to buy back of unused fuel, adjustment for daily Hire Rates, demurrage cost (if applicable) and a true up of all other final costs.

- (h) The Supplier must mitigate any losses it incurs as a result of completing a Requisition Order and performing the Requisition Services in accordance with this Deed.

5 PAYMENT CLAIMS

- 5.1 Where and to the extent the Supplier is entitled to payment in accordance with this Attachment B, the Supplier shall be entitled to submit a Payment Claim in accordance with clause 5.3 of the Conditions of Deed.

6 TRANSITION-OUT COSTS

6.1 Transition-Out Costs

- (a) Subject to the terms of this Deed, the Commonwealth will pay the Supplier the Transition-Out Costs specified in an Approved Transition-Out Quotation (as may be updated in accordance with clause 9.11 of the Statement of Work) for the proper performance of all Transition-Out Activities.

6.2 Payment Claim for the Transition-Out Costs

- (a) The Supplier shall be entitled to submit a Payment Claim to the Commonwealth for the Transition-Out Costs in accordance with clause 5 of the Conditions of Deed upon completion of the Transition-Out Activities under a Fleet and Training Order.

ATTACHMENT C

FLEET AND TRAINING ORDER

ORDER FOR FLEET AND TRAINING SERVICES**Deed of Standing Offer – Strategic Fleet: Pilot Program (SON4144327)**

The Commonwealth has a requirement for the Services under this Fleet and Training Order. The Supplier has offered to provide the Fleet and Training Services on the terms set out in this Fleet and Training Order and the Deed of Standing Offer between the Commonwealth and the Supplier for the Strategic Fleet Pilot Program (Deed).

This Fleet and Training Order and any other document expressly referred to in this Fleet and Training Order, together constitute an enforceable contract under the Deed, and the terms and conditions of the Deed (including the Deed Details Schedule, Conditions of Deed and Attachments), as applicable, are deemed to be incorporated by reference into, and form part of, this Fleet and Training Order.

Unless the context requires otherwise, terms used in this Fleet and Training Order have the meaning given to them in the Deed.

1 FLEET AND TRAINING ORDER DETAILS

Parties	The Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017) (Commonwealth) and <insert Supplier name and ACN/ABN> (Supplier)
Contract number and title	Number: <insert> Title: <insert>
Vessel	<insert Vessel name>
Date	<insert date of execution>
Fleet and Training Order Term	The Effective Date for this Fleet and Training Order is <insert> The End Date for this Fleet and Training Order is <insert>
Transition-In Period	Start Date: <Effective Date> End Date: <insert>
Minimum Number of Training Berths	Minimum Number of Training Berths: <insert> Training Berth Occupancy Requirements: <insert>
Commonwealth Representative	Name: <insert name and title> Physical Address: Level 3, 111 Alinga Street, Canberra ACT 2600 Postal Address: GPO Box 594 Canberra, ACT 2601

	Email: SFPP@infrastructure.gov.au
Supplier Representative	Name: <insert name and title> Physical Address: <insert> Postal Address: <insert> Email: <insert> Phone: <insert>
Purchase Order Number	<insert>
Cost Centre	32167
Invoicing	Invoices are to be submitted to: SFPP@infrastructure.gov.au Note - Claims for payment under this Fleet and Training Order must meet the requirements of clause 5.3 of the Conditions of Deed

2 STRATEGIC FLEET VESSEL

2.1 The Vessel provided by the Supplier included within the Strategic Fleet in connection with the performance of the Services under the Deed, this Fleet and Training Order, and any Requisition Orders is as follows:

Vessel Specifications	
Vessel name	<insert>
Vessel type	<insert>
IMO number	<insert>
Official number	<insert>
Year	<insert>
Builder and place of build	<insert>
Registration Certificate and Class Certificate	<insert>

2.2 Further specifications for the Vessel are included within the Statement of Work.

3 FLEET AND TRAINING SERVICES (clauses 5, 6 and 7 of the SOW)

3.1 During the Fleet and Training Order Term, the Supplier must, for the payments provided under this Fleet and Training Order, provide the following Fleet and Training Services in accordance with the Deed and this Fleet and Training Order:

- (a) the Transition-In Services in accordance with clause 5 of the Statement of Work;
- (b) the Term Services in accordance with clause 6 of the Statement of Work; and
- (c) the Seafarer Training Services and Minimum Number of Training Berths in accordance with clause 7 of the Statement of Work.

4 TRANSITION-OUT *(clause 9 of the SOW)*

4.1 The parties acknowledge and agree that:

- (a) the Transition-Out provisions in clause 9 of the Statement of Work apply to the performance of this Fleet and Training Order; and
- (b) subject to the terms of the Deed, the Commonwealth will pay the Supplier the Transition-Out Costs specified in an Approved Transition-Out Quotation for the proper performance of all Transition-Out Activities.

5 PRICE AND PAYMENT *(Attachment B to the COD)*

5.1 The Fleet and Training Order Price is: \$*<insert total dollar amount prior to contract signature>*

5.2 The Fleet and Training Order Price comprises the following:

- (a) Transition-In Payment milestones in accordance with Attachment B to the Deed and clause 5.4 of this Fleet and Training Order;
- (b) Term Service Payments paid quarterly in accordance with Attachment B to the Deed and clause 5.5 of this Fleet and Training Order; and
- (c) an estimate of the costs to perform the Transition-Out Activities as specified in clause 5.6 of this Fleet and Training Order, and which will be:
 - (i) updated and submitted by the Supplier in its Transition-Out Plan, and any Transition-Out Quotation in accordance with clause 9 of the Statement of Work; and
 - (ii) confirmed in an Approved Transition-Out Quotation as the Transition-Out Costs (as may be updated in accordance with clause 9.11 of the Statement of Work).

5.3 The Supplier will be entitled to payment of the Transition-In Payment milestones, Term Service Payments and Transition-Out Costs subject to and in accordance with the terms of the Deed. A payment schedule is included in clause 5.7 of this Fleet and Training Order.

5.4 Transition-In Payment

- (a) The Supplier shall be entitled to submit Payment Claims to the Commonwealth for the performance of the Transition-In Services in accordance with the milestones for the Transition-In Payment set out in the payment schedule of this Fleet and Training Order. The Supplier may submit a Payment Claim in accordance with clause 5 of the Conditions of Deed for the portion of the Transition-In Payment attributable to a milestone upon the Commonwealth's Approval that the relevant milestone has been completed.

Vessel	Cost (GST exclusive)	Cost (GST inclusive)
<i><insert></i>	\$ <i><insert></i>	\$ <i><insert></i>

5.5 Term Service Payments

- (a) Subject to any agreed adjustments in accordance with the Deed, the Commonwealth will pay the Supplier the Term Service Payments in Table 1 below (as adjusted in accordance with this clause 5.5) for the proper provision of the Term Services and Seafarer Training Services every three months.
- (b) Term Service Payments comprise the:
 - (i) Vessel cost gap;
 - (ii) Crewing cost gap; and

- (iii) Seafarer Training cost gap,
and will be inclusive of a [X%] mark-up that is to be applied to the total annual cost gap plus GST.
- (c) The annual Crewing cost gap and Seafarer Training cost gap in columns 1 and 2 of Table 1 below (as further set out in Tables 2.1 and 3.1) are indicative amounts as at the Effective Date, based on the Supplier's tendered pricing.
- (d) The annual Vessel cost gap as at the Effective Date is set out in column 3 of Table 1 below and is calculated on the basis of the amounts in Table 4 below.
- (e) The indicative amounts for the Crewing cost gap and Seafarer Training cost gap will be updated by way of a CCP in accordance with clause 9.2 of the Conditions of Deed upon confirmation of a formalised Enterprise Agreement entered into by the Supplier in accordance with clause 5 of the Statement of Work to reflect the actual crewing costs and the agreed annual price increases.
- (f) Subject to clause 5.5(g), the parties agree that:
 - (i) the Term Service Payments will be fixed for the Fleet and Training Order Term and will include an annual payment increase in accordance with the relevant Enterprise Agreement on the anniversary of the first Term Service Payment and annually thereafter, with the first increase 12 months from the date of the first Term Service Payment; and
 - (ii) the Supplier's entitlement to the annual payment increase for the Crewing cost gap and the Seafarer Training cost gap will be limited to the amount set out in clause 5.8(b) of the Statement of Work, as updated by way of a CCP in accordance with clause 5.5(e).
- (g) The parties acknowledge and agree that:
 - (i) the Supplier may incur Vessel, Crewing and Seafarer Training costs in the performance of the Services, in addition to those included for the purpose of the Vessel cost gap, Crewing cost gap and the Seafarer Training cost gap provided in a Fleet and Training Order, that are not practicable for the Supplier to avoid which might include, by way of example, a requirement for additional crew in the performance of the Services due to long-term illness of existing crew;
 - (ii) where the Supplier has directly and reasonably incurred additional costs as contemplated by clause 5.5(g)(i), the Supplier may, no more than once every 12 months, request an adjustment and reconciliation of the actual Vessel cost gap, actual Crewing cost gap and actual Seafarer Training cost gap incurred by the Supplier in the prior 12 month period (**True-Up**);
 - (iii) for the purposes of undertaking the True-Up, the Supplier must provide the Commonwealth with copies and reasonable access to the Supplier's records and accounts in order to ascertain the actual Vessel, Crewing and Seafarer Training costs incurred by the Supplier in the relevant 12 month period;
 - (iv) following completion of the True-Up, the Commonwealth may Approve that such additional Vessel, Crewing and Seafarer Training cost gaps incurred by the Supplier will be payable; and
 - (v) where the Commonwealth Approves additional costs under clause 5.5(g)(iv), the Commonwealth and the Supplier will enter into a CCP to this Fleet and Training Order to provide for the payment of such additional costs.
- (h) The Base Year in Table 2 and Table 3 is the tendered cost agreed between the Supplier and the Commonwealth prior to executing the Deed, and will be updated following confirmation of a formalised Enterprise Agreement in accordance with clause 5.5(e).

Table 1: Year 1 Term Service Payments

Note to Supplier: Additional Term Service Payment tables will be inserted into the final Fleet and Training Order for each subsequent year of the Deed term.

Column	1	2	3	4	5
	Annual Crewing Cost Gap Year 1 (inclusive of markup)	Annual Seafarer Training Cost Gap Year 1 (inclusive of markup)	Annual Vessel Cost Gap Year 1 (inclusive of markup)	Annual Term Service Payment Year 1 (inclusive of markup)	Quarterly Term Service Payment Year 1 (inclusive of markup)
GST Exclusive	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
GST Inclusive	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>

- (i) The Term Service Payments in Table 1 are calculated in accordance with the pricing in the following tables:

Table 2: Crew Salaries Based on Benchmark Enterprise Agreement

<...Insert Vessel specific crew detail...>

RANK & NUMBER OF CREW		SALARY PER POSITION					
		Base Year – Tendered Cost	EA Agreed Rate Year 1	EA Agreed Rate Year 2	EA Agreed Rate Year 3	EA Agreed Rate Year 4	EA Agreed Rate Year 5
Master	2	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
Chief Officer	2	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
<insert>		\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>

Table 2.1: Annual cost gap payment

	Base Year – Tendered Cost	EA Agreed Rate Year 1	EA Agreed Rate Year 2	EA Agreed Rate Year 3	EA Agreed Rate Year 4	EA Agreed Rate Year 5
Total Australian Crew Cost (GST Excl)	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
Minus Foreign Crew Cost (tendered price)	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>

Cost Gap Subtotal	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
Mark Up	<insert>	<insert>	<insert>	<insert>	<insert>	<insert>
Cost Gap plus Mark up SubTotal	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
GST Payable	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
Total Crew Cost Gap Payment (GST Incl)	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>

Table 3: Seafarer Training Crew Salaries Based on Benchmark Enterprise Agreement

RANK & NUMBER OF CREW		SALARY PER TRAINEE/CADET POSITIONS					
		Base Year – Tendered Cost	EBA Agreed Rate Y1	Year 2	Year 3	Year 4	Year 5
Deck Cadet	1	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
Trainee Engineer	1	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
Trainee Integrated Rating	1	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
Total Seafarer Training Crew Cost (GST Excl)		\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>

Table 3.1: Annual Cost Gap Payment

	Base Year – Tendered Cost	EA Agreed Rate Year 1	EA Agreed Rate Year 2	EA Agreed Rate Year 3	EA Agreed Rate Year 4	EA Agreed Rate Year 5
Total Seafarer Training Crew Cost (GST Excl)	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
Minus Foreign Crew Training Cost (tendered price)	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
Cost Gap Subtotal	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
Mark Up	<insert>	<insert>	<insert>	<insert>	<insert>	<insert>

Cost Gap plus Mark up SubTotal	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
GST Payable	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
Total Crew Cost Gap Payment (GST Incl)	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>

Table 4: Annual Vessel Cost Gap – Price

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Vessel Cost (GST Excl)	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>
Total Vessel Cost (GST Inc)	\$<insert>	\$<insert>	\$<insert>	\$<insert>	\$<insert>

5.6 Transition-Out Costs

- (a) Subject to the terms of the Deed, on completion of the Transition-Out Activities, the Supplier shall be entitled to submit a Payment Claim to the Commonwealth for the Transition-Out Costs specified in an Approved Transition-Out Quotation.
- (b) An estimate of the costs to perform the Transition-Out Activities is set out below:

Vessel	Estimated Cost (GST exclusive)	Estimated Cost (GST inclusive)
<insert>	\$<insert>	\$<insert>

5.7 Payment Schedule

	Payment trigger	Criteria/milestone	Payment amount
Transition-In Payment Milestone 1: <insert>	<insert>	<insert>	\$<insert>
Transition-In Payment Milestone 2: <insert>	<insert>	<insert>	\$<insert>
Transition-In Payment Milestone 3: <insert>	<insert>	<insert>	\$<insert>
Initial Term Service Payment	Completion of Transition-In Services and submission for the 1 st quarterly Term Service Payment Claim.	1 st quarterly Payment Claim on completion of Transition-In Services to be submitted in accordance with the Deed and this Fleet and Training Order.	\$<insert>

Subsequent Term Service Payments	Quarterly Term Service payments.	Payment Claim to be submitted every three months following the submission of the 1 st quarterly Term Service Payment Claim.	\$<insert>
Transition-Out Costs	On completion of the Transition-Out Activities, and subject to clause 9 of the Statement of Work.	All Transition-Out Activities have been completed in accordance with the Deed, Approved Transition-Out Plan and Approved Transition-Out Quotation.	In accordance with the Approved Transition-Out Quotation.

6 GOVERNMENT FURNISHED MATERIAL

Note to drafters: If relevant, identify any items of Government Furnished Material (ie cranes, loading equipment) that may be provided to the Supplier by the Department for the purpose of performing the Fleet and Training Services. If GFM will be provided, include the place and times that the Supplier will be given access to the GFM. If not applicable, insert "Not Applicable" for this item.

The Commonwealth will provide GFM as follows:

<insert> OR <Not Applicable>

7 KEY PERSONS

The Supplier will provide Key Persons for the following Key Positions:

Key Person	Key Position	Work to be Performed
<insert Key Person (if known)>	<insert Key Position>	<insert proposed role in performing the Supplier's obligations>

8 SUBCONTRACTING

Where and to the extent that the Commonwealth has consented to a Subcontract in connection with the performance of a Fleet and Training Order, the details of the relevant Subcontractor and Subcontract are set out below:

<insert> OR <Not Applicable>

AGREEMENT

The Commonwealth of Australia as represented by Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017) (**Commonwealth**);

and

<insert name of Supplier (ABN [insert ABN])> (**Supplier**),

agree that the Supplier will provide the Services as set out in this document (which, once executed by the parties, will constitute a Fleet and Training Order (number <insert Fleet and Training Order number>)) (**Fleet and Training Order**) and comply with its other obligations under this Fleet and Training Order.

Executed as an agreement.

Executed for and on behalf of the Commonwealth by:

Signature of authorised representative

Signature of witness

Name of authorised representative

Name of witness

Date

[Note: Supplier method of execution to be confirmed and approved by the Department.]

Executed as an agreement by [insert company name] ACN [insert ACN] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Director/company secretary

Director

Name of director/company secretary
(BLOCK LETTERS)

Name of director
(BLOCK LETTERS)

Date

ATTACHMENT D

TASKING STATEMENT, QUOTATION AND REQUISITION ORDER

PART 1 – TASKING STATEMENT & REQUISITION ORDER
TIME CHARTER ARRANGEMENT
ABOUT THIS DOCUMENT

This template can be used for obtaining Requisition Services under the Deed on the basis of a Time Charter arrangement. A Time Charter arrangement can be used for a Requisition Order where a Vessel is required on a charter basis for a period of time, which may include performing a number of specified tasks, including (but not limited to), the carriage and delivery of cargo. The basis of payment for a Time Charter will be the agreed daily Hire Rate, together with additional costs of the requisition as specified in Attachment B to the Conditions of Deed and the relevant Requisition Order.

This document serves two purposes:

1. **Tasking Statement:** *It is a Tasking Statement when issued by the Commonwealth to the Supplier (clause 1.10 of the COD). It will attach the form of Quotation to be completed by tenderers.*
2. **Requisition Order:** *Once a successful Supplier is selected and negotiations (if any) are complete, the Tasking Statement section can be deleted, and this document will form a binding Requisition Order under the Deed when executed by both parties (clause 1.11 of the COD).*

HOW TO USE THIS DOCUMENT

- *Before issuing this document to Suppliers, ensure you have pre-filled the blank fields (e.g. <insert>) and selected the applicable options to the extent possible and as required to inform the Supplier's preparation of the Quotation.*
- *Review and delete all notes to drafter before releasing the Tasking Statement to Suppliers.*
- *Once a successful Supplier is selected and negotiations (if any) are complete, you should complete any outstanding fields (e.g. Requisition Payment) with the agreed terms. You should also delete notes to Suppliers at this stage.*
- *Special Terms and Conditions may be included as required.*
- *Do not delete any items, rows or options that do not apply to a Requisition Order. Instead, mark them as "Not applicable", "Not used" or "Default position applies" as appropriate to ensure number sequencing and the integrity of cross-referencing between documents is maintained.*

Tasking Statement & Draft Requisition Order

TIME CHARTER ARRANGEMENT

Deed of Standing Offer – Strategic Fleet: Pilot Program (SON4144327)

The Commonwealth requests a Quotation for the Requisition Services described in this Tasking Statement.

Note to drafters: The Commonwealth must complete the following Tasking Statement details. Once a successful Supplier is selected and negotiations (if any) are complete, this Tasking Statement section can be deleted.

TASKING STATEMENT DETAILS SCHEDULE

Tasking Statement Number	<insert Tasking Statement Number>
Requisition Order Title	<insert Requisition Order Title>
Time and Date for providing Quotation (Closing Time)	Note to Supplier: The Supplier must provide a Quotation no later than 72 hours after receipt of the Tasking Statement unless the Vessel is unavailable for one of the reasons set out in clause 1.10(c) of the COD. 72 hours from receipt of the Tasking Statement.
Quotation Validity Period	<insert timeframe e.g. 180 days> after the Closing Time.
Return details for Quotation	Note to drafters: If the Tasking Statement is being issued by or on behalf of another Commonwealth Agency, the return details should be amended to reflect the details for the relevant Commonwealth Agency, with the Department's email address (SFPP@infrastructure.gov.au) included as a cc when the Supplier returns the Quotation. Contact Officer: <insert> Email: <insert> and copy SFPP@infrastructure.gov.au
Background	<insert details>
Task Description	<insert details> on a time charter basis.
Vessel	Note to drafters: The Requisition Services must be performed by the Supplier's Vessel listed in the Deed Details Schedule, unless a substitute or replacement vessel has been Approved by the Commonwealth in accordance with clause 3.20 of the COD. The following Vessel will be required to perform the Requisition Services: <Vessel #1 in the Deed Details Schedule> OR <Insert details of substitute or replacement vessel in accordance with clause 3.10 of the COD>
Vessel use	<insert details>
Cargo	<where applicable, insert the type of Cargo to be carried>
Trading limits	International Navigating Limits in accordance with clause 3.1 of the Time Charter Terms
Risk Assessment	Note to drafters: Subject to timescales and urgency requirements, the Commonwealth may require the Supplier to undertake an assessment of any specialised risks that may arise in connection with the performance of the Requisition Services. The Supplier <is / is not> required to prepare a risk assessment in connection with the performance of the Requisition Services.

Requisition Conditions of Quotation	The Requisition Conditions of Quotation at Attachment F to the Conditions of Deed apply to this Tasking Statement.
Other Requirements	The Commonwealth has completed the relevant details in the draft Requisition Order attached to this Tasking Statement. <insert any other requirements>

Requisition Order

TIME CHARTER ARRANGEMENT

Deed of Standing Offer – Strategic Fleet: Pilot Program (SON4144327)

The Commonwealth has a requirement for the Requisition Services under this Requisition Order. The Supplier has offered to provide the Requisition Services on the terms set out in this Requisition Order and the Deed of Standing Offer between the Commonwealth and the Supplier for the Strategic Fleet Pilot Program (**Deed**).

This Requisition Order and any other document expressly referred to in this Requisition Order, together constitute an enforceable contract under the Deed. The terms and conditions of the Deed (including the Deed Details Schedule, Conditions of Deed, and Attachments), as applicable, are deemed to be incorporated by reference into, and form part of, this Requisition Order.

GENERAL

1.	Commonwealth	The Commonwealth of Australia as represented by [the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017)] Note to drafters: This item should be completed with the full description of the relevant Agency that is procuring the Requisition Services.
2.	Supplier	Note to drafters: This item is to be completed by the Commonwealth following Approval of a Quotation. The Supplier's full trading/legal name and ACN or ABN must be included. <insert Supplier name and ACN/ABN>
3.	Requisition Order number and title	Number: <insert> Title: <insert>
4.	Requisition Order Term (Clause 1.12 of the COD)	Note to drafters: The Commonwealth may, in its sole discretion, determine whether to extend the Official Order Term for a Requisition Order. The Effective Date for this Requisition Order is <Commonwealth to insert date> The End Date for this Requisition Order is <Commonwealth to insert date> The maximum period of extension is <Commonwealth to insert (if any)>
5.	Commonwealth Representative (Clause 2.1 of the COD)	Name: <insert name and title> Address: <insert> Email: <insert> Telephone: <insert>
6.	Supplier Representative (Clause 2.2 of the COD)	Note to drafters: This item is to be completed by the Commonwealth <u>after</u> Approval of a Quotation. Name: <insert name and title> Address: <insert> Email: <insert> Telephone: <insert>

REQUISITION SERVICES		
7.	Requisition Services	<i><The Commonwealth to insert description of the Requisition Services (including any Port Handling Services and/or Land/Air Transportation Services) and the relevant special trading limits of where the Requisition Services are to be performed (if applicable)></i> Note to drafters: If the Commonwealth requires flexibility to engage more than one Supplier to fulfil the requirements and Requisition Services under this Tasking Statement, then add the following note to the Suppliers: Note to Supplier: The Commonwealth reserves the right to enter into separate Requisition Orders with more than one Supplier with respect to fulfilling the requirements and Requisition Services under this Tasking Statement. Each Bill of Lading in connection with the Requisition Services under this Requisition Order must be issued by the Supplier as an "owner's bill" substantially in the form set out at Attachment <A> of this Requisition Order (or in such other form as may be agreed by the Commonwealth and the Supplier).
8.	Vessel	Note to drafters: The Requisition Services must be performed by the Supplier's Vessel listed in the Deed Details Schedule, unless a substitute or replacement vessel has been Approved by the Commonwealth in accordance with clause 3.20 of the COD. The following Vessel will be required to perform the Requisition Services: <i><Vessel #1 in the Deed Details Schedule> OR <Insert details of substitute or replacement vessel></i> <i><insert what the primary functions and use of the vessel will be during requisition></i>
9.	Specific Authorisations	Note to drafters: If relevant, identify any specific additional Authorisations not referenced in the Deed or the Additional Charter Terms that the Supplier is to obtain and maintain. If not applicable, insert "Not Applicable" for this item. <i><insert></i>
10.	Delivery Location	<i><Commonwealth to insert the Delivery Location for delivery of the Vessel under the terms of the Requisition Order></i>
11.	Redelivery Location	<i><Commonwealth to insert the Redelivery Location for redelivery of the Vessel under the terms of the Requisition Order></i>
12.	First Cargo loading date	Note to drafters: This item is to be completed by the Commonwealth <u>after</u> Approval of a Quotation. <i><insert></i>
13.	Safe Ports and Places	The Commonwealth does not give any safe port or place warranty under this Requisition Order. The Supplier is to conduct its own due diligence as to the safety of any port or place where the Vessel is ordered to trade under this Requisition Order.

14.	GFM	Note to drafters: If relevant, identify any items of Government Furnished Material (ie cranes, loading equipment) that may be provided to the Supplier by the Department for the purpose of performing the Requisition Services. If GFM will be provided, include the place and times that the Supplier will be given access to the GFM and whether the GFM will be transported as Cargo. If not applicable, insert "Not Applicable" for this item. The Commonwealth will provide GFM as follows: <insert> OR <Not Applicable> The GFM <will / will not> be transported by the Supplier as Cargo.						
15.	Security Escort	The Commonwealth will provide a security escort as follows: <insert> OR <Not Applicable>						
16.	Additional Time Charter Terms	The General Charter Terms in Part 1 of Attachment E to the Conditions of Deed, and the Time Charter Terms in Part 2 of Attachment E to the Conditions of Deed, apply to this Requisition Order.						
PRICE AND PAYMENT								
17.	Requisition Payment (Clause 4 of Attachment B)	Note to drafters: This item is to be completed by the Commonwealth <u>after</u> Approval of a Quotation. The Requisition Payment may provide for an initial payment which shall not exceed an amount equal to the first 30 days of daily Hire Rates and bunkering costs (in accordance with clause 4.2(d) of Attachment B). Options A, B or C may be chosen for the payment arrangements for the remainder of the Requisition Payment (less any initial payment for daily Hire Rates and bunkering costs). <insert details from Quotation> Total Requisition Payment: \$<insert amount (GST inclusive)> The Supplier may submit a Payment Claim for an initial payment upon execution of this Requisition Order for <an amount equal to the first 30 days of daily Hire Rates and bunkering costs>, being \$<insert amount (GST inclusive)>. Subsequent Payment Claims for daily Hire Rates and bunkering costs must be no earlier than 30 days after the Payment Claim for the initial payment. Option A: Remaining Requisition Payment paid on completion The Supplier may submit a Payment Claim for the remainder of the Requisition Payment (less any initial payment for daily Hire Rates and bunkering costs), being \$<insert amount (GST inclusive)>, upon completion of the Requisition Services. Option B: Remaining Requisition Payment paid on completion of milestones The Supplier may submit Payment Claims for the remainder of the Requisition Payment (less any initial payment for daily Hire Rates and bunkering costs) in accordance with the following milestones: <table border="1"> <thead> <tr> <th>Milestone</th><th>Amount (GST exclusive)</th><th>Amount (GST inclusive)</th></tr> </thead> <tbody> <tr> <td><insert milestone details and criteria></td><td>\$<insert></td><td>\$<insert></td></tr> </tbody> </table> Option C: Remaining Requisition Payment paid monthly in arrears The Supplier may submit Payment Claims for the remainder of the Requisition Payment (less any initial payment for daily Hire Rates and bunkering costs), being \$<insert amount (GST inclusive)>, monthly in arrears for the Requisition Services properly performed in accordance with this Requisition Order.	Milestone	Amount (GST exclusive)	Amount (GST inclusive)	<insert milestone details and criteria>	\$<insert>	\$<insert>
Milestone	Amount (GST exclusive)	Amount (GST inclusive)						
<insert milestone details and criteria>	\$<insert>	\$<insert>						

PERSONNEL								
18.	Key Persons <i>(Clause 3.14 of the COD)</i>	The Supplier will provide Key Persons for the following Key Positions: <table border="1"> <thead> <tr> <th>Key Person</th> <th>Key Position</th> <th>Work to be Performed</th> </tr> </thead> <tbody> <tr> <td><insert Key Person (if known)></td> <td><insert Key Position></td> <td><insert proposed role in performing the Supplier's obligations></td> </tr> </tbody> </table>	Key Person	Key Position	Work to be Performed	<insert Key Person (if known)>	<insert Key Position>	<insert proposed role in performing the Supplier's obligations>
Key Person	Key Position	Work to be Performed						
<insert Key Person (if known)>	<insert Key Position>	<insert proposed role in performing the Supplier's obligations>						
19.	Vessel Master and Crew	<insert>						
SUBCONTRACTING								
20.	Subcontractors <i>(Clause 9.10 of the COD)</i>	Note to drafters: The details of any Subcontractors will need to be inserted subject to the review and Approval of a Quotation. If no Subcontractors are identified in a Quotation, insert "Not Applicable" for this item. Where and to the extent that the Commonwealth has consented to a Subcontract in connection with the performance of a Requisition Order, the details of the relevant Subcontractor and Subcontract are set out below: <insert> OR <Not Applicable>						
SPECIAL TERMS AND CONDITIONS								
Note to drafters: Should any additional specific legal terms and conditions be necessary, they can be inserted into a Requisition Order as 'Special Terms and Conditions'. Insert any additional Special Terms and Conditions here or delete if not required. SC 1: <insert title> <insert>								

AGREEMENT

The Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017) (**Commonwealth**); and

<insert name of Supplier (ABN [insert ABN])> (**Supplier**),

agree that the Supplier will provide the Requisition Services as set out in this document (which, once executed by the parties, will constitute a Requisition Order (number *<insert Requisition Order number>*)) (**Requisition Order**) and comply with its other obligations under this Requisition Order.

Executed as an agreement.

Executed for and on behalf of the
Commonwealth by:

Signature of authorised representative

Signature of witness

Name of authorised representative

Name of witness

Date

[Note: Supplier method of execution to be confirmed and approved by the Department.]

Executed as an agreement by *[insert company name]* ACN *[insert ACN]* in
accordance with section 127 of the
Corporations Act 2001 (Cth):

Director/company secretary

Director

Name of director/company secretary
(BLOCK LETTERS)

Name of director
(BLOCK LETTERS)

Date

Attachment A to Requisition Order

Strategic Fleet Bill of Lading

Guidance Note: This is a template Bill of Lading to be used for the shipping of Cargo under a Strategic Fleet Requisition Order and is to be prepared and issued by the relevant Strategic Fleet Supplier as an "owner's" Bill of Lading. This template Bill of Lading is for Requisition Orders undertaken on the basis of a Time Charter and may be issued in respect of either Commonwealth owned cargo or third-party owned cargo.

PART I

BILL OF LADING DETAILS

Bill of Lading No.:		Reference No.:	
Shipper: <i><The Commonwealth of Australia, as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017)></i> OR <i><insert name and ACN of third-party shipper></i>		Carrier: <i><insert name and ACN of Strategic Fleet Supplier as set out in the Requisition Order></i>	
Consignee: <i><insert details of consignee (person who receives the goods)></i>		Vessel: <i><insert name of Strategic Fleet Vessel as set out in the Requisition Order></i>	
Notify Party and Address: <i><insert></i>		Port of Loading: <i><insert></i> Port of Discharge: <i><insert></i>	
Description of Packages and Goods as Stated by Shipper: <i><insert></i> Marks and NOs of Containers and Seals: <i><insert></i>		Gross weight: <i><insert></i> Tare: <i><insert></i> Measurement: <i><insert></i>	
Freight payable as per Charter Party FREIGHT ADVANCE Received on account of freight:	SHIPPED at the Port of Loading in apparent good order and condition on the Vessel for carriage to the Port of Discharge or so near thereto as the Vessel may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Owner of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE PART II OF THIS BILL OF LADING		
Date shipped on board: <i><insert></i>	Place and date of issue: <i><insert></i>	Number of original Bills of Lading: <i><insert></i>	
Signature:..... (Master*/Owner*) *Delete as appropriate			

PART II**Conditions of Carriage****(1) Charter Party**

- a) The "Charter Party" for the purpose of this Bill of Lading means the Requisition Order with Requisition Order number *<insert Requisition Order number>* and title *<insert Requisition Order title>* entered into between the Commonwealth of Australia, as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017) (**Commonwealth**) and the Carrier under the Strategic Fleet Deed of Standing Offer entered into between the Commonwealth and the Carrier (**Strategic Fleet Standing Offer**).
- b) All terms and conditions, liberties and exceptions of the Charter Party are deemed to be incorporated by reference into, and form part of, this Bill of Lading. If the Charter Party is not correctly specified in clause (1)a), the relevant Charter Party is deemed to be the relevant requisition order (or other charter party) that regulates the carriage of the cargo in respect of which this Bill of Lading has been issued.
- c) If there is an inconsistency between the provisions of the Charter Party and this Bill of Lading, the provisions of the Charter Party will prevail to the extent of any inconsistency.
- d) Unless indicated otherwise, defined terms used in this Bill of Lading have the meanings given to them in the Charter Party.
- e) For clarity, the Shipper and the Carrier acknowledge and agree that this Bill of Lading does not derogate from any of the Carrier's obligations under or in connection with the Charter Party or the Strategic Fleet Standing Offer.

(2) General Paramount Clause

- a) Subject to clauses (2)b) and (2)c) hereof, this Bill of Lading shall be governed by, and have effect subject to, the rules contained in the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 (hereafter the Hague Rules) as amended by the Protocol signed at Brussels on 23 February 1968 (hereafter the Hague-Visby Rules). Nothing contained herein shall be deemed to be either a surrender by the Carrier of any of his rights or immunities or any increase of any of his responsibilities or liabilities under the Hague-Visby Rules.
- b) If there is governing legislation which applies the Hague Rules compulsorily to this Bill of Lading, to the exclusion of the Hague-Visby Rules, then this Bill of Lading shall have effect subject to the Hague Rules. Nothing therein contained shall be deemed to be either a surrender by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hague Rules.
- c) If there is governing legislation which applies the United Nations Convention on the Carriage of Goods by Sea 1978 (hereafter the Hamburg Rules) compulsorily to this Bill of Lading, to the exclusion of the Hague-Visby Rules, then this Bill of Lading shall have effect subject to the Hamburg Rules. Nothing therein contained shall be deemed to be either a surrender by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hamburg Rules.
- d) If any term of this Bill of Lading is repugnant to the Hague-Visby Rules, or Hague Rules, or Hamburg Rules, as applicable, such term shall be void to that extent but no further.
- e) Nothing in this Bill of Lading shall be construed as in any way restricting, excluding or waiving the right of any relevant party or person to limit his liability under any available legislation and/or law.

(3) General Average and New Jason Clause

- a) General average contributions shall be payable according to the York-Antwerp Rules 2016, and shall be adjusted in London in accordance with English law and practice but should adjustment be made in accordance with the law and practice of the United States of America, the following provision shall apply:

"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the cargo, shippers, consignees or owner of the cargo shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo."

"If a salving Vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving Vessel or Vessels belonged to strangers. Such deposit as the Carrier or its agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owner of the cargo to the Carrier before delivery."

(4) Both To Blame Collision

- a) If the liability for any collision in which a Vessel is involved while performing the Charter Party falls to be determined in accordance with the laws of the United States of America, the following provision shall apply:

"If the Vessel comes into collision with another vessel as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owner of the cargo carried hereunder will indemnify the Carrier against all loss, or liability to the other or non-carrying vessel or its owner in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owner of the said cargo, paid or payable by the other or non-carrying vessel or its owner to the owner of the said cargo and set off, recouped or recovered by the other or non-carrying vessel or its owner as part of their claim against the carrying ship or carrier."

The foregoing provision shall also apply where the owner, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact."

(5) Timber

- a) Any statement hereon that timber has been shipped in apparent good order and condition does not involve any admission by the Carrier as to the absence of stains, warps, shakes, splits, holes or broken pieces, and this clause shall be deemed to constitute express notice to all persons taking delivery of the terms of this Bill of Lading that such timber does or may contain pieces so affected.

(6) Valuable Goods

- a) The Carrier shall not be liable to any extent for any loss or damage howsoever arising to or in connection with platinum, gold silver, jewellery, radioisotopes, precious metals, precious stones, precious chemicals, bullion, specie, currency, securities, negotiable instruments, writings, documents, pictures, embroideries works of art, curios, heirlooms, collection of every nature or any other, valuable goods whatsoever including goods having particular value only for the shipper, unless the true nature and value thereof have been declared in writing by a shipper before receipt of the goods hereunder by the Carrier and inserted in this Bill of Lading, and unless ad-valorem freight has been fully prepaid thereon.

(7) Law and jurisdiction

- a) The parties to this Bill of Lading agree that the procedure for resolving disputes under the Charter Party will apply to any dispute or difference between them that arises out of or in connection with this Bill of Lading. Neither party to this Bill of Lading shall bring any proceedings other than in accordance with the terms of the Charter Party against the other party save for purposes of obtaining security, compelling compliance with this clause, or appealing or enforcing an award.
- b) This Bill of Lading is governed by, and is to be construed in accordance with, the Laws applicable in the Australian Capital Territory. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

PART 1 – QUOTATION

TIME CHARTER ARRANGEMENT

ABOUT THIS DOCUMENT

Once completed and submitted to the Commonwealth, this document (along with relevant attachments) will be an offer capable of acceptance by the Commonwealth.

HOW TO USE THIS DOCUMENT

Upon receiving a Tasking Statement, the Supplier should complete the blank fields in this document, and provide any additional information as further directed by the Commonwealth in the Tasking Statement (or any addenda) or this Quotation form. Before submitting the Quotation, the Supplier may delete this box and all Notes to Supplier in blue boxes.

Quotation

TIME CHARTER ARRANGEMENT

Deed of Standing Offer – Strategic Fleet: Pilot Program (SON4144327)

In response to the Tasking Statement issued by the Commonwealth, the Supplier provides this Quotation.

Tasking Statement Number:	<insert Tasking Statement Number>
Requisition Order Title:	<insert Requisition Order Title>
Supplier Details:	<insert name and ABN/ARBN>
Supplier Representative: (Clause 2.2 of the COD)	Name: <insert name and title> Address: <insert> Email: <insert> Telephone: <insert>

VESSEL SPECIFICATIONS

Note to Supplier: The Supplier must provide the following details for the vessel if the vessel is different to the Vessel forming part of the strategic fleet under the Deed (e.g. if the vessel is a substitute or replacement vessel).

Vessel Specifications	
Vessel name	<insert name of Vessel>
Vessel type	<provide details of the Vessel type being used to move the Cargo>
IMO number	<insert IMO number>
Official number	<insert official number>
Year	<insert the year that the Vessel was built>
Builder and place of build	<insert the builder and the place of build>
Certificate of Registration and Classification Certificate	<provide details of Certificate of Registration and Classification Certificate, including place, date of issue and expiry>

Gross registered tonnage	<insert>
Net registered tonnage	<insert>
Deadweight	<insert>
Max Summer Draft	<insert>
Daily fuel consumption	<insert>tonnes/day of [LSFO]/[LSMDO]/[LSMGO]
Fuel supply arrangements	<describe the fuel supply arrangements for the Vessel>
Carrying capacity	<describe any load handling equipment that is integral to the Vessel. Describe the capability of the Vessel to handle Cargo and Dangerous Goods in accordance with relevant international regulations. Detail any limitations or restrictions that apply to the carriage of Cargo as applicable>
Cargo handling	<describe any load handling equipment that is integral to the Vessel. Describe the capability of the Vessel to handle Cargo and Dangerous Goods in accordance with relevant international regulations. Detail any limitations or restrictions that apply to the carriage of Cargo as applicable>
Cargo tank capacities	<describe cargo tank capacities in cubic metres and number of bulk liquids that can be carried>
Deck plan and deck schematic (attach as a separate document as relevant)	<provide a deck plan for the Vessel and, where relevant, provide a deck schematic for the Vessel. >
ISO compliant containers	<describe the size and quantity for each ISO compliant container – not supplied by the Commonwealth – that is required to perform the Requisition Services>
Cargo tank and pumping plan	<provide a cargo tank and pumping plan for the Vessel and, where relevant, provide a pipeline plan for the Vessel>

VESSEL MASTER AND CREW

Note to Supplier: To the extent not already provided to the Commonwealth, the Supplier must provide the name, nationality, citizenship and passport details of the Vessel master and crew.

<the Supplier to insert the name and nationality of the Vessel master and crew and provide citizenship and passport details as an attachment to this Quotation>

REQUISITION SERVICES

Note to Supplier: The Supplier must provide details of how it will deliver a fully inclusive and coordinated Requisition Service including a description of:

(a) how the Supplier proposes to provide the Requisition Services;

(b) the management arrangements and how the Requisition Services will be delivered; and

(c) the proposed approach to managing communication between the Commonwealth, the Supplier or Disponent Owner and any Subcontractors, including the provision of situation reports (if applicable).

<the Supplier must provide details of how it will deliver a fully inclusive and coordinated Requisition Service>

PORT HANDLING SERVICES												
Note to Supplier: Where specified in a Tasking Statement, the Supplier must provide details of how the Supplier proposes to provide Port Handling Services at all ports including load handling equipment available and proposed resourcing levels of stevedoring. <if relevant, the Supplier must provide details of the provision of Port Handling Services in support of the Cargo>												
LAND/AIR TRANSPORTATION SERVICES												
Note to Supplier: Where specified in a Tasking Statement, the Supplier must provide details of the provision of Land/Air Transportation Services in support of the Cargo from the Loading Location to the departure port or from the arrival port to the Unloading Location. <if relevant, the Supplier must provide details of the provision of land/air transportation services in support of the Cargo>												
AUTHORISATIONS												
Note to Supplier: The Supplier must provide details of all information and documentation that it requires the Commonwealth to provide to enable the Supplier to meet its obligations under clause 10.4 of the COD. Where applicable, the Supplier must provide details of all personnel who require any access to Commonwealth establishments for the purpose of providing the Requisition Services. <if relevant, identify any specific Authorisations that the Supplier is to obtain and maintain. If not applicable, delete this item>												
RISK ASSESSMENT												
Note to Supplier: Where specified in the Tasking Statement, the Supplier must provide a risk assessment which identifies: (a) key risks (including work health and safety related risks) in relation to the provision of the Requisition Services; and (b) strategies that will be implemented to manage the risks. <Supplier to provide a risk assessment as an attachment to this Quotation>												
KEY PERSONS (clause 3.14 of the COD)												
Note to Supplier: If required by the Tasking Statement, the Supplier must propose Key Persons. The Supplier will provide Key Persons for the following Key Positions: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 33%; padding: 5px;">Key Person</th> <th style="width: 33%; padding: 5px;">Key Position</th> <th style="width: 34%; padding: 5px;">Work to be Performed</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><insert Key Person (if known)></td> <td style="padding: 5px;"><insert Key Position></td> <td style="padding: 5px;"><insert proposed role in performing the Supplier's obligations></td> </tr> </tbody> </table>	Key Person	Key Position	Work to be Performed	<insert Key Person (if known)>	<insert Key Position>	<insert proposed role in performing the Supplier's obligations>						
Key Person	Key Position	Work to be Performed										
<insert Key Person (if known)>	<insert Key Position>	<insert proposed role in performing the Supplier's obligations>										
REQUISITION PAYMENT & PAYMENT ARRANGEMENTS												
Note to Supplier: The Supplier must provide a breakdown of the Requisition Payment (in AUD\$) in accordance with the Deed. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="4" style="background-color: #d3d3d3; padding: 5px;">Requisition Payment</th> </tr> <tr> <th style="width: 33%; padding: 5px;"></th> <th style="width: 25%; padding: 5px;">Price AUD\$ (Ex GST) (P1)</th> <th style="width: 25%; padding: 5px;">Price AUD\$ (GST Free) (P2)</th> <th style="width: 17%; padding: 5px;">Foreign Costs (P4)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Hire Rate</td> <td style="padding: 5px;"><insert amount></td> <td style="padding: 5px;"><insert amount></td> <td style="padding: 5px;"><insert amount></td> </tr> </tbody> </table>	Requisition Payment					Price AUD\$ (Ex GST) (P1)	Price AUD\$ (GST Free) (P2)	Foreign Costs (P4)	Hire Rate	<insert amount>	<insert amount>	<insert amount>
Requisition Payment												
	Price AUD\$ (Ex GST) (P1)	Price AUD\$ (GST Free) (P2)	Foreign Costs (P4)									
Hire Rate	<insert amount>	<insert amount>	<insert amount>									

Daily fuel consumption (LSFO/LSMDO/LSMGO)	<insert amount>	<insert amount>	<insert amount>
Payment Claim will include a breakdown of the following line items:			
Charter Hire (less periods of Off-Hire)	<insert amount>	<insert amount>	<insert amount>
Fuel costs	<insert amount>	<insert amount>	<insert amount>
Pilotage fees	<insert amount>	<insert amount>	<insert amount>
Tugs and towage costs	<insert amount>	<insert amount>	<insert amount>
Berthing and mooring fees	<insert amount>	<insert amount>	<insert amount>
Port Charges	<insert amount>	<insert amount>	<insert amount>
Port Handling Services (including stevedoring costs)	<insert amount>	<insert amount>	<insert amount>
Authorisations	<insert amount>	<insert amount>	<insert amount>
Transport Services (Road transport in Australia and Overseas)	<insert amount>	<insert amount>	<insert amount>
Project Costs	<insert amount>	<insert amount>	<insert amount>
Compensation for Approval by the Commonwealth	<insert amount>	<insert amount>	<insert amount>
Other charges referable to the provision of the Requisition Services indicated in this Tasking Statement whether incidental or ancillary	<insert amount>	<insert amount>	<insert amount>
Sub Total	<insert amount>	<insert amount>	<insert amount>
GST	<insert amount>	<insert amount>	<insert amount>
Total Amount			

P1 (Taxable) – This code is used for all purchases the Department makes which have GST included in the price.

P2 (GST-free) – This code is used for purchases the Department makes that does not attract GST in the price (Australian Dollars) and are of the kind on the list at the link below.

[https://www.ato.gov.au/Business/GST/When-to-charge-GST-\(and-when-not-to\)/GST-free-sales/](https://www.ato.gov.au/Business/GST/When-to-charge-GST-(and-when-not-to)/GST-free-sales/)

P4 (Overseas, out of scope) – This code is used for goods and services that are purchased and used outside of Australia or billed in foreign currencies (Overseas vehicle hire and accommodation, other countries services that include GST).

EXISTING ARRANGEMENTS
Note to Supplier: The Supplier must provide details of any existing arrangements or proposed arrangements with stevedoring or port handling companies applicable to the provision of the Requisition Services.
<Supplier to insert>

STATEMENT OF NON-COMPLIANCE

Note to Supplier: The Supplier will be deemed compliant with all items of this Tasking Statement except where non-compliance is expressly stated below. The Supplier is to insert any proposed amendments to the Tasking Statement and/or proposed Requisition Services in the table below. Please note that the Commonwealth is not obliged to consider or evaluate any alternative proposal.

Item No	Tasking Statement Document	Tasking Statement Document Clause Ref.	Extent, justification and impact of non-conformance	Proposed drafting amendments
1	Draft Requisition Order			

PART 2 – TASKING STATEMENT & REQUISITION ORDER

VOYAGE CHARTER ARRANGEMENT

ABOUT THIS DOCUMENT

This template can be used for obtaining Requisition Services under the Deed on the basis of a Voyage Charter. A Voyage Charter arrangement can be used for a Requisition Order where a Vessel is required to deliver cargo to a specified location. The basis of payment for a Voyage Charter will be an agreed freight rate, together with additional costs of the requisition as specified in Attachment B to the Conditions of Deed and the relevant Requisition Order.

This document serves two purposes:

1. **Tasking Statement:** *it is a Tasking Statement when issued by the Commonwealth to the Supplier (clause 1.10 of the COD). It will attach the form of Quotation to be completed by tenderers.*
2. **Requisition Order:** *Once a successful Supplier is selected and negotiations (if any) are complete, the Tasking Statement section can be deleted, and this document will form a binding Requisition Order under the Deed when executed by both parties (clause 1.11 of the COD).*

HOW TO USE THIS DOCUMENT

- *Before issuing this document to Suppliers, ensure you have pre-filled the blank fields (e.g. <insert>) and selected the applicable options to the extent possible and as required to inform the Supplier's preparation of the Quotation. Delete all notes to drafters before issuing this document.*
- *Review and delete all notes to drafter before releasing the Tasking Statement to Suppliers.*
- *Once a successful Supplier is selected and negotiations (if any) are complete, you should complete any outstanding fields (e.g. Requisition Payment) with the agreed terms. You should also delete notes to Suppliers at this stage.*
- *Special Terms and Conditions may be included as required.*
- *Do not delete any items, rows or options that do not apply to a Requisition Order. Instead, mark them as "Not applicable", "Not used" or "Default position applies" as appropriate to ensure number sequencing and the integrity of cross-referencing between documents is maintained.*

Tasking Statement & Draft Requisition Order

VOYAGE CHARTER ARRANGEMENT

Deed of Standing Offer – Strategic Fleet: Pilot Program (SON4144327)

The Commonwealth requests a Quotation for the Requisition Services described in this Tasking Statement.

Note to drafters: The Commonwealth must complete the following Tasking Statement details. Once a successful Supplier is selected and negotiations (if any) are complete, this Tasking Statement section can be deleted.

TASKING STATEMENT DETAILS SCHEDULE

Tasking Statement Number	<insert Tasking Statement Number>
Requisition Order Title	<insert Requisition Order Title>
Time and Date for providing Quotation (Closing Time)	Note to Supplier: The Supplier must provide a Quotation no later than 72 hours after receipt of the Tasking Statement unless the Vessel is unavailable for one of the reasons set out in clause 1.10(c) of the COD. 72 hours from receipt of the Tasking Statement.
Quotation Validity Period	<insert timeframe e.g. 180 days> after the Closing Time.
Return details for Quotation	Note to drafters: If the Tasking Statement is being issued by or on behalf of another Commonwealth Agency, the return details should be amended to reflect the details for the relevant Commonwealth Agency, with the Department's email address (SFPP@infrastructure.gov.au) included as a cc when the Supplier returns the Quotation. Contact Officer: <insert> Email: <insert> and copy SFPP@infrastructure.gov.au
Background	<insert details>
Task Description	<insert details>
Vessel	Note to drafters: The Requisition Services must be performed by the Supplier's Vessel listed in the Deed Details Schedule, unless a substitute or replacement vessel has been Approved by the Commonwealth in accordance with clause 3.20 of the COD. The following vessel will be required to perform the Requisition Services: <Vessel #1 in the Deed Details Schedule> OR <Insert details of substitute or replacement vessel in accordance with clause 3.10 of the COD.>
Vessel use	<insert details>
Cargo	<where applicable, insert details of the Cargo to be carried>
Primary ports of travel	<where applicable, insert details>
Risk Assessment	Note to drafters: Subject to timescales and urgency requirements, the Commonwealth may require the Supplier to undertake an assessment of any specialised risks that may arise in connection with the performance of the Requisition Services. The Supplier <is / is not> required to prepare a risk assessment.
Requisition Conditions of Quotation	The Requisition Conditions of Quotation at Attachment F to the Conditions of Deed apply to this Tasking Statement.

Other Requirements	The Commonwealth has completed the relevant details in the draft Requisition Order attached to this Tasking Statement. <insert any other requirements>
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Requisition Order

VOYAGE CHARTER ARRANGEMENT

Deed of Standing Offer – Strategic Fleet: Pilot Program (SON4144327)

The Commonwealth has a requirement for the Requisition Services under this Requisition Order. The Supplier has offered to provide the Requisition Services on the terms set out in this Requisition Order and the Deed of Standing Offer between the Commonwealth and the Supplier for the Strategic Fleet Pilot Program (**Deed**).

This Requisition Order and any other document expressly referred to in this Requisition Order, together constitute an enforceable contract under the Deed. The terms and conditions of the Deed (including the Deed Details Schedule, Conditions of Deed, and Attachments), as applicable, are deemed to be incorporated by reference into, and form part of, this Requisition Order.

GENERAL

1.	Commonwealth	The Commonwealth of Australia as represented by [the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017)] Note to drafters: This item should be completed with the full description of the relevant Agency that is procuring the Requisition Services.
2.	Supplier	Note to drafters: This item is to be completed by the Commonwealth following Approval of a Quotation. The Supplier's full trading/legal name and ACN or ABN must be included. <insert Supplier name and ACN/ABN>
3.	Requisition Order Number and Title	Number: <insert> Title: <insert>
4.	Requisition Order Term (Clause 1.12 of the COD)	Note to drafters: The Commonwealth may, in its sole discretion, determine whether to extend the Official Order Term for a Requisition Order. The Effective Date for this Requisition Order is <Commonwealth to insert date> The End Date for this Requisition Order is <Commonwealth to insert date> The maximum period of extension is <Commonwealth to insert (if any)>
5.	Commonwealth Representative (Clause 2.1 of the COD)	Name: <insert name and title> Address: <insert> Email: <insert> Telephone: <insert>
6.	Supplier Representative (Clause 2.2 of the COD)	Note to drafters: This item is to be completed by the Commonwealth <u>after</u> Approval of a Quotation. Name: <insert name and title> Address: <insert> Email: <insert> Telephone: <insert>

REQUISITION SERVICES		
7.	Requisition Services	<The Commonwealth to insert description of the Requisition Services (including any Port Handling Services and/or Land/Air Transportation Services) and the relevant location of where the Requisition Services are to be performed, including by reference to the Movement Table attached to this Requisition Order (if applicable)> Note to drafters: If the Commonwealth requires flexibility to engage more than one Supplier to fulfil the requirements and Requisition Services under this Tasking Statement, then add the following note to the Suppliers: Note to Supplier: The Commonwealth reserves the right to enter into separate Requisition Orders with more than one Supplier with respect to fulfilling the requirements and Requisition Services under this Tasking Statement. Each Bill of Lading in connection with the Requisition Services under this Requisition Order must be issued by the Supplier as an “owner’s bill” substantially in the form set out at Attachment <A> of this Requisition Order (or in such other form as may be agreed by the Commonwealth and the Supplier).
8.	Vessel	Note to drafters: The Requisition Services must be performed by the Supplier’s Vessel listed in the Deed Details Schedule, unless a substitute or replacement vessel has been Approved by the Commonwealth in accordance with clause 3.20 of the COD. The following Vessel will be required to perform the Requisition Services: <Vessel #1 in the Deed Details Schedule> OR <Insert details of substitute or replacement vessel in accordance with clause 3.10 of the COD.> <insert what the primary functions and use of the vessel will be during requisition>
9.	Specific Authorisations	Note to drafters: If relevant, identify any specific Authorisations not referenced in the Deed or the Additional Charter Terms that the Supplier is to obtain and maintain. If not applicable, insert “Not Applicable” for this item. <insert>
10.	Loading Location	<Commonwealth to insert the Loading Location for Cargo>
11.	Unloading Location	<Commonwealth to insert the Unloading Location for Cargo>
12.	Loading Date	Note to drafters: This item is to be completed by the Commonwealth <u>after</u> Approval of a Quotation. <insert>
13.	Cancelling date	<insert>
14.	Safe Ports and Places	The Commonwealth does not give any safe port or place warranty under this Requisition Order. The Supplier is to conduct its own due diligence as to the safety of the Loading Location, the Unloading Location and where the Vessel is ordered to trade under this Requisition Order.

15.	GFM	Note to drafters: If relevant, identify any items of Government Furnished Material (ie cranes, loading equipment) that may be provided to the Supplier by the Department for the purpose of performing the Requisition Services. If GFM will be provided, include the place and times that the Supplier will be given access to the GFM and whether the GFM will be transported as Cargo. If not applicable, insert "Not Applicable" for this item. The Commonwealth will provide GFM as follows: <insert> OR <Not Applicable> The GFM <will / will not> be transported by the Supplier as Cargo.						
16.	Agent (Loading Location)	<insert>						
17.	Agent (Unloading Location)	<insert>						
18.	Security Escort	The Commonwealth will provide a security escort as follows: <insert> OR <Not Applicable>						
19.	Additional Voyage Charter Terms	The General Charter Terms in Part 1 of Attachment E to the Conditions of Deed, and the Voyage Charter Terms in Part 3 of Attachment E to the Conditions of Deed, apply to this Requisition Order.						
PRICE AND PAYMENT								
20.	Requisition Payment (Clause 4, Attachment B)	Note to drafters: This item is to be completed by the Commonwealth <u>after</u> Approval of a Quotation. <insert details from Quotation>						
PERSONNEL								
21.	Key Persons (Clause 3.14 of the COD)	The Supplier will provide Key Persons for the following Key Positions: <table border="1"> <thead> <tr> <th>Key Person</th><th>Key Position</th><th>Work to be Performed</th></tr> </thead> <tbody> <tr> <td><insert Key Person (if known)></td><td><insert Key Position></td><td><insert proposed role in performing the Supplier's obligations></td></tr> </tbody> </table>	Key Person	Key Position	Work to be Performed	<insert Key Person (if known)>	<insert Key Position>	<insert proposed role in performing the Supplier's obligations>
Key Person	Key Position	Work to be Performed						
<insert Key Person (if known)>	<insert Key Position>	<insert proposed role in performing the Supplier's obligations>						
22.	Vessel Master and Crew	<insert>						
SUBCONTRACTING								
23.	Subcontractors (Clause 9.10 of the COD)	Note to drafters: The details of any Subcontractors will need to be inserted subject to the review and Approval of a Quotation. If no Subcontractors are identified in a Quotation, insert "Not Applicable" for this item. Where and to the extent that the Commonwealth has consented to a Subcontract in connection with the performance of a Requisition Order, the details of the relevant Subcontractor and Subcontract are set out below: <insert> OR <Not Applicable>						
SPECIAL TERMS AND CONDITIONS								

Note to drafters: Should any additional specific legal terms and conditions be necessary, they can be inserted into a Requisition Order as 'Special Terms and Conditions'. Insert any additional Special Terms and Conditions here or delete if not required.

SC 1: <insert title>

<insert>

AGREEMENT

The Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017) (**Commonwealth**); and

<insert name of Supplier (ABN [insert ABN])> (**Supplier**),

agree that the Supplier will provide the Requisition Services as set out in this document (which, once executed by the parties, will constitute a Requisition Order (number <insert Requisition Order number>)) (**Requisition Order**) and comply with its other obligations under this Requisition Order.

Executed as an agreement.

Executed for and on behalf of the
Commonwealth by:

Signature of authorised representative

Signature of witness

Name of authorised representative

Name of witness

Date

[Note: Supplier method of execution to be confirmed and approved by the Commonwealth.]

Executed as an agreement by [insert
company name] ACN [insert ACN] in
accordance with section 127 of the
Corporations Act 2001 (Cth):

Director/company secretary

Director

Name of director/company secretary
(BLOCK LETTERS)

Name of director
(BLOCK LETTERS)

Attachment A to Requisition Order

Strategic Fleet Bill of Lading

Guidance Note: This is a template Bill of Lading to be used for the shipping of Cargo under a Strategic Fleet Requisition Order and is to be prepared and issued by the relevant Strategic Fleet Supplier as an "owner's" Bill of Lading. This template Bill of Lading is for Requisition Orders undertaken on the basis of a Voyage Charter and may be issued in respect of either Commonwealth owned cargo or third-party owned cargo.

PART I

BILL OF LADING DETAILS

Bill of Lading No.:		Reference No.:	
Shipper: <i><The Commonwealth of Australia, as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017)></i> OR <i><insert name and ACN of third-party shipper></i>		Carrier: <i><insert name and ACN of Strategic Fleet Supplier as set out in the Requisition Order></i>	
Consignee: <i><insert details of consignee (person who receives the goods)></i>		Vessel: <i><insert name of Strategic Fleet Vessel as set out in the Requisition Order></i>	
Notify Party and Address: <i><insert></i>		Port of Loading: <i><insert></i>	
		Port of Discharge: <i><insert></i>	
Description of Packages and Goods as Stated by Shipper: <i><insert></i> Marks and NOs of Containers and Seals: <i><insert></i>		Gross weight: <i><insert></i> Tare: <i><insert></i> Measurement: <i><insert></i>	
Freight payable as per Charter Party FREIGHT ADVANCE Received on account of freight:	SHIPPED at the Port of Loading in apparent good order and condition on the Vessel for carriage to the Port of Discharge or so near thereto as the Vessel may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Owner of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE PART II OF THIS BILL OF LADING		
Date shipped on board: <i><insert></i>	Place and date of issue: <i><insert></i>	Number of original Bills of Lading: <i><insert></i>	
Signature:..... (Master*/Owner*) *Delete as appropriate			

PART II**Conditions of Carriage****(8) Charter Party**

- a) The "Charter Party" for the purpose of this Bill of Lading means the Requisition Order with Requisition Order number *<insert Requisition Order number>* and title *<insert Requisition Order title>* entered into between the Commonwealth of Australia, as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017) (**Commonwealth**) and the Carrier under the Strategic Fleet Deed of Standing Offer entered into between the Commonwealth and the Carrier (**Strategic Fleet Standing Offer**).
- b) All terms and conditions, liberties and exceptions of the Charter Party are deemed to be incorporated by reference into, and form part of, this Bill of Lading. If the Charter Party is not correctly specified in clause (1)a), the relevant Charter Party is deemed to be the relevant requisition order (or other charter party) that regulates the carriage of the cargo in respect of which this Bill of Lading has been issued.
- c) If there is an inconsistency between the provisions of the Charter Party and this Bill of Lading, the provisions of the Charter Party will prevail to the extent of any inconsistency.
- d) Unless indicated otherwise, defined terms used in this Bill of Lading have the meanings given to them in the Charter Party.
- e) For clarity, the Shipper and the Carrier acknowledge and agree that this Bill of Lading does not derogate from any of the Carrier's obligations under or in connection with the Charter Party or the Strategic Fleet Standing Offer.

(9) General Paramount Clause

- a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels the 25th of August 1924 (the Hague Rules) as amended by the protocol signed at Brussels on 23 February 1968 (the Hague-Visby Rules) or any national legislation giving effect to such Rules as enacted in the country of shipment shall apply to this Bill of Lading.
- b) When neither the Hague-Visby Rules nor any national legislation giving effect to such Rules are enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments. When there is no enactment of the Hague-Visby Rules nor any national legislation giving effect to such Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Bill of Lading save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Bill of Lading.
- c) The Protocol signed at Brussels on 21 December 1979 (the SDR Protocol 1979) shall apply where the Hague-Visby Rules or any national legislation giving effect to such Rules apply, whether mandatorily or as a matter of contract.
- d) Save where the Hague or Hague-Visby Rules or any national legislation giving effect to such Rules apply by reason of this clause (9), this Bill of Lading shall take effect subject to any national law in force at the port of shipment, place of issuance of this Bill of Lading or the Unloading Location making the United Nations Convention on the Carriage of Goods by Sea 1978 (the Hamburg Rules) compulsorily applicable to this Bill of Lading in which case this Bill of Lading shall have effect subject to the Hamburg Rules which shall nullify any stipulation derogating therefrom to the detriment of the shipper, consignee and/or the Commonwealth.
- e) Without limiting clause 6.1 of the COD of the Strategic Fleet Standing Offer, the Carrier shall in no case be responsible for loss of or damage to Cargo arising prior to delivery of the Cargo by the Shipper to the Carrier at the relevant Loading Location, after the delivery and unloading of the Cargo

by the Carrier to the Shipper at the relevant Unloading Location, or while the Cargo is in the charge of another carrier, or with respect to deck cargo and live animals save as may be stated in the Hague or Hague-Visby or Hamburg Rules or any national legislation giving effect to such Rules (if applicable).

(10) General Average and New Jason Clause

- a) General Average shall be adjusted and settled in London according to the York-Antwerp Rules 2016, according to English law and practice. If, notwithstanding the provisions of this clause (10), the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:

"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods."

"If a salving Vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving Vessel or Vessels belonged to strangers. Such deposit as the Carrier, or its agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery."

(11) Both To Blame Collision

- a) If the liability for any collision in which a Vessel is involved while performing the Charter Party falls to be determined in accordance with the laws of the United States of America, the following provision shall apply:

"If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owner of the cargo carried hereunder will indemnify the Carrier against all loss, or liability to the other or non-carrying vessel or its owner in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owner of the said cargo, paid or payable by the other or non-carrying vessel or its owner to the owner of the said cargo and set off, recouped or recovered by the other or non-carrying vessel or its owner as part of their claim against the carrying vessel or carrier."

The foregoing provision shall also apply where the owner, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessel or objects are at fault in respect of a collision or contact."

(12) Timber

- a) Any statement hereon that timber has been shipped in apparent good order and condition does not involve any admission by the Carrier as to the absence of stains, warps, shakes, splits, holes or broken pieces, and this clause shall be deemed to constitute express notice to all persons taking delivery of the terms of this Bill of Lading that such timber does or may contain pieces so affected.

(13) Valuable Goods

- a) The Carrier shall not be liable to any extent for any loss or damage howsoever arising to or in connection with platinum, gold silver, jewellery, radioisotopes, precious metals, precious stones, precious chemicals, bullion, specie, currency, securities, negotiable instruments, writings, documents, pictures, embroideries works of art, curios, heirlooms, collection of every nature or any other, valuable goods whatsoever including goods having particular value only for the shipper, unless

the true nature and value thereof have been declared in writing by a shipper before receipt of the goods hereunder by the Carrier and inserted in this Bill of Lading, and unless ad-valorem freight has been fully prepaid thereon.

(14) Law and jurisdiction

- a) The parties to this Bill of Lading agree that the procedure for resolving disputes under the Charter Party will apply to any dispute or difference between them that arises out of or in connection with this Bill of Lading. Neither party to this Bill of Lading shall bring any proceedings other than in accordance with the terms of the Charter Party against the other party save for purposes of obtaining security, compelling compliance with this clause, or appealing or enforcing an award.
- b) This Bill of Lading is governed by, and is to be construed in accordance with, the Laws applicable in the Australian Capital Territory. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

Attachment B to Requisition Order

MOVEMENT TABLE

CARGO [Note to drafters: add rows as necessary – all Cargo must be stowed in accordance with Flag State requirements and International Standards]

Date Cargo available for loading	Delivery Date	Loading Location	Unloading Location	Cargo	Description	Length (m)	Width (m)	Height (m)	Vol (m3)	TEU	Weight (kg)	Total Weight (kg)

Average loading rate (tonnes/hr)	Average unloading rate (tonnes/hr)	Laytime	Turn time	Demurrage rate (PDPR)	Despatch rate (PDPR)	Cancelling date						

GFM/other support including Commonwealth Personnel to be supplied on-site by the Commonwealth [Note to drafters: add rows as necessary – delete if no GFM/other support is to be supplied]

GFM / Other Support	Delivery Details	Location	Description

PART 2 – QUOTATION

VOYAGE CHARTER ARRANGEMENT

ABOUT THIS DOCUMENT

Once completed and submitted to the Commonwealth, this document (along with relevant attachments) will be an offer capable of acceptance by the Commonwealth.

HOW TO USE THIS DOCUMENT

Upon receiving a Tasking Statement, the Supplier should complete the blank fields in this document, and provide any additional information as further directed by the Commonwealth in the Tasking Statement (or any addenda) or this Quotation form. Before submitting the Quotation, the Supplier may delete this box and all Notes to Supplier in blue boxes.

Quotation

VOYAGE CHARTER ARRANGEMENT

Deed of Standing Offer – Strategic Fleet

In response to the Tasking Statement issued by the Commonwealth, the Supplier provides this Quotation.

Tasking Statement Number:

<insert Tasking Statement Number>

Requisition Order Title:

<insert Requisition Order Title>

Supplier Details:

<insert name and ABN/ARBN>

Supplier Representative:

(Clause 2.2 of the COD)

Name: <insert name and title>

Address: <insert>

Email: <insert>

Telephone: <insert>

VESSEL SPECIFICATIONS

Note to Supplier: The Supplier must provide the following details for the vessel if the vessel is different to the Vessel forming part of the strategic fleet under the Deed (e.g. if the vessel is a substitute or replacement vessel).

Vessel Specifications	
Vessel name	<insert name of Vessel>
Vessel type	<provide details of the Vessel type being used to move the Cargo>
IMO number	<insert IMO number>
Official number	<insert official number>
Year	<insert the year that the Vessel was built>
Builder and place of build	<insert the builder and the place of build>
Registration Certificate and Class Certificate	<provide details of Registration Certificate and Class Certificate, including place, date of issue and expiry>
Gross registered tonnage	<insert>
Net registered tonnage	<insert>
Deadweight	<insert>
Carrying capacity	<describe any load handling equipment that is integral to the Vessel. Describe the capability of the Vessel to handle Cargo and Dangerous Goods in accordance with relevant international regulations. Detail any limitations or restrictions that apply to the carriage of Cargo as applicable>
Cargo handling	<describe any load handling equipment that is integral to the Vessel. Describe the capability of the Vessel to handle Cargo and Dangerous Goods in accordance with relevant international regulations. Detail any limitations or restrictions that apply to the carriage of Cargo as applicable>
Fuel supply arrangements	<describe the fuel supply arrangements for the Vessel>
Deck plan and deck schematic (attach as a separate document as relevant)	<provide a deck plan for the Vessel and, where relevant, provide a deck schematic for the Vessel. All Cargo must be stowed below the weather deck unless specified>
ISO compliant containers	<describe the size and quantity for each ISO compliant container – not supplied by the Commonwealth – that is required to perform the Requisition Services>

VESSEL MASTER AND CREW

Note to Supplier: To the extent not already provided to the Commonwealth, the Supplier must provide the name, nationality, citizenship and passport details of the Vessel master and crew.

<the Supplier to insert the name and nationality of the Vessel master and crew and provide citizenship and passport details as an attachment to this Quotation>

REQUISITION SERVICES

Note to Supplier: The Supplier must provide details of how it will deliver a fully inclusive and coordinated Requisition Service including a description of:

- (a) how the Supplier proposes to provide the Requisition Services;
- (b) the management arrangements and how the Requisition Services will be delivered; and
- (c) the proposed approach to managing communication between the Commonwealth, the Supplier or Disponent Owner and any Subcontractors, including the provision of Situation Reports (if applicable).

<the Supplier must provide details of how it will deliver a fully inclusive and coordinated Requisition Service>

PORT HANDLING SERVICES

Note to Supplier: Where specified in a Tasking Statement, the Supplier must provide details of how the Supplier proposes to provide Port Handling Services at all ports including load handling equipment available and proposed resourcing levels of stevedoring.

<if relevant, the Supplier must provide details of the provision of Port Handling Services in support of the Cargo>

LAND/AIR TRANSPORTATION SERVICES

Note to Supplier: Where specified in a Tasking Statement, the Supplier must provide details of the provision of Land/Air Transportation Services in support of the Cargo from the Loading Location to the departure port or from the arrival port to the Unloading Location.

<if relevant, the Supplier must provide details of the provision of land/air transportation services in support of the Cargo >

AUTHORISATIONS

Note to Supplier: The Supplier must provide details of all information and documentation that it requires the Commonwealth to provide to enable the Supplier to meet its obligations under clause 10 of the COD.

Where applicable, the Supplier must provide details of all personnel who may require temporary access to Commonwealth establishments for the purpose of providing the Requisition Services.

<if relevant, identify any specific Authorisations that the Supplier is to obtain and maintain. If not applicable, delete this item>

LOADING DATE

Note to Supplier: The Supplier must specify the date and time on which the Supplier requires the Commonwealth to make the Cargo available at the Loading Location.

The date and time on which the Supplier requires the Commonwealth to make the Cargo available at the Loading Location is <Supplier to insert date>

RISK ASSESSMENT

Note to Supplier: Where specified in the Tasking Statement, the Supplier must provide a risk assessment which identifies:

- (a) key risks (including work health and safety related risks) in relation to the provision of the Requisition Services; and
- (b) strategies that will be implemented to manage the risks.

<Supplier to provide a risk assessment as an attachment to this Quotation>

KEY PERSONS (clause 3.14 of the COD)

Note to Supplier: If required by the Tasking Statement, the Supplier must propose Key Persons.

The Supplier will provide Key Persons for the following Key Positions:

Key Person	Key Position	Work to be Performed
<insert Key Person (if known)>	<insert Key Position>	<insert proposed role in performing the Supplier's obligations>

REQUISITION PAYMENT & PAYMENT ARRANGEMENTS

Note to Supplier: The Supplier must provide a breakdown of the Requisition Payment (in AUD\$) in accordance with the Deed.

Requisition Payment			
	Price AUD\$ (Ex GST) (P1)	Price AUD\$ (GST Free) (P2)	Foreign Costs (P4)
Pilotage fees	<insert amount>	<insert amount>	<insert amount>
Berthage fees	<insert amount>	<insert amount>	<insert amount>
Repositioning and preparation costs	<insert amount>	<insert amount>	<insert amount>
Early crew change costs	<insert amount>	<insert amount>	<insert amount>
Freight rate	<insert amount>	<insert amount>	<insert amount>
Port Handling Services (including stevedoring costs)	<insert amount>	<insert amount>	<insert amount>

Authorisations	<insert amount>	<insert amount>	<insert amount>
Transport Services (Road transport in Australia and Overseas)	<insert amount>	<insert amount>	<insert amount>
Project Costs	<insert amount>	<insert amount>	<insert amount>
Compensation for Approval by the Commonwealth	<insert amount>	<insert amount>	<insert amount>
Other charges referable to the provision of the Requisition Services indicated in this Tasking Statement whether incidental or ancillary	<insert amount>	<insert amount>	<insert amount>
Sub Total	<insert amount>	<insert amount>	<insert amount>
GST	<insert amount>	<insert amount>	<insert amount>
Total Amount			

P1 (Taxable) – This code is used for all purchases the Department makes which have GST included in the price.

P2 (GST-free) – This code is used for purchases the Department makes that does not attract GST in the price (Australian Dollars) and are of the kind on the list at the link below.

[https://www.ato.gov.au/Business/GST/When-to-charge-GST-\(and-when-not-to\)/GST-free-sales/](https://www.ato.gov.au/Business/GST/When-to-charge-GST-(and-when-not-to)/GST-free-sales/)

P4 (Overseas, out of scope) – This code is used for goods and services that are purchased and used outside of Australia or billed in foreign currencies (Overseas vehicle hire and accommodation, other countries services that include GST).

EXISTING ARRANGEMENTS

Note to Supplier: The Supplier must provide details of any existing arrangements or proposed arrangements with stevedoring or port handling companies applicable to the provision of the Requisition Services.

<Supplier to insert>

STATEMENT OF NON-COMPLIANCE

Note to Supplier: The Supplier will be deemed compliant with all items of this Tasking Statement except where non-compliance is expressly stated below. The Supplier is to insert any proposed amendments to the Tasking Statement and/or proposed Requisition Services in the table below. Please note that the Commonwealth is not obliged to consider or evaluate any alternative proposal.

Item No	Tasking Statement Document	Tasking Statement Document Clause Ref.	Extent, justification and impact of non-conformance	Proposed drafting amendments
1	Draft Requisition Order			
2	Draft Movement Table			

Note to Supplier: *The Supplier must provide details of any existing arrangements or proposed arrangements with stevedoring or port handling companies applicable to the provision of the Requisition Services.*

<Supplier to insert>

ATTACHMENT E**ADDITIONAL CHARTER TERMS****1 APPLICATION OF THE ADDITIONAL CHARTER TERMS**

1.1 Introduction

- (a) This Attachment E sets out Additional Charter Terms for the performance of Requisition Services. Except to the extent expressly stated otherwise in a Requisition Order, the provisions in:
 - (i) Part 1 of this Attachment E (General Charter Terms) will apply to all Requisition Services;
 - (ii) Part 2 of this Attachment E (Time Charter Terms) will apply where the Supplier is providing the Requisition Services under a Time Charter arrangement; and
 - (iii) Part 3 of this Attachment E (Voyage Charter Terms) will apply where the Supplier is providing the Requisition Services under a Voyage Charter arrangement.
- (b) For clarity:
 - (i) the Additional Charter Terms set out in this Attachment E are in addition to, and do not limit, any other provisions of this Deed or any Official Order; and
 - (ii) references in the Additional Charter Terms to a time of day are, unless otherwise stated, references to local time using the 24-hour clock.

PART 1 – GENERAL CHARTER TERMS**1 GENERAL CHARTER TERMS**

1.1 Introduction

This Part 1 of Attachment E sets out additional provisions that, unless excluded in a Requisition Order, apply to all Requisition Services.

2 THE PARTICULARS OF A VESSEL

2.1 Supplier's representations and warranties

- (a) The Supplier represents, warrants and covenants in respect of a Vessel as at the Effective Date for a Requisition Order, and throughout the Requisition Period (unless otherwise expressly set out below), that:
 - (i) each Vessel shall comply with all applicable Laws of the Flag State and the ports and places to which a Vessel trades within the limits of this Deed or any Requisition Order in accordance with International Standards, and the Supplier shall ensure the observance of and compliance with any applicable Laws to which the Supplier and any relevant Related Bodies Corporate of the Supplier are from time to time subject;

- (ii) each Vessel's cargo tanks, valves and pipelines are and must remain free of debris or other foreign matter and shall be liquid and gas tight for the duration of the Requisition Period;
- (iii) each Vessel shall comply with the regulations in force and notices and directions issued by any Governmental Authority (including the canal authorities from time to time) so as to enable the Vessel, if its size permits, to pass through the Panama Canal and the Suez Canal by day and night without delay; and
- (iv) each Vessel has on board all certificates, documents and equipment required from time to time by any Law, or customarily applicable to a vessel trading worldwide within the limits of the Requisition Order in accordance with International Standards, including:
 - (A) a Certificate of Financial Responsibility;
 - (B) appropriate measures set out in the Manager's and a Vessel's safety management system together with any certification issued by the Flag State and/or the Classification Society confirming that both the Vessel and its Manager have taken adequate Cyber Security steps to protect the Vessel and its equipment from the risk of cyber-attack as set out in the *IMO's MSC-FAL.1/Circ.3 Guidelines on Maritime Cyber Risk Management* and as required pursuant to *Resolution MSC.428(98) Maritime Cyber Risk Management in Safety Management Systems* as amended and/or superseded from time to time and conforming with the requirements of clauses 9.12 to 9.14 of the COD; and
 - (C) all Authorisations as may from time to time be necessary to enable a Vessel to perform Requisition Services.

3 SHIPBOARD PERSONNEL AND THEIR DUTIES

3.1 Personnel

- (a) The Supplier undertakes that, as at the Effective Date for each Requisition Order and throughout each Requisition Period:
 - (i) the Vessel shall have a full and efficient complement of the Master, officers and crew for a vessel of its type and tonnage, who shall in any event be not less than the number required by the Laws of the Flag State and who shall be trained to operate the Vessel and its equipment competently and safely and in accordance with International Standards;
 - (ii) all shipboard personnel shall hold valid and current certificates of competence at least appropriate for their role on board in accordance with the requirements of the Laws of the Flag State;
 - (iii) all shipboard personnel shall be trained at least appropriate for their role on board in accordance with the relevant provisions of STCW and hold current certificates issued under STCW by the Registry or other authorised authority;
 - (iv) the Vessel shall be crewed and operated in accordance with International Standards by a fully qualified and competent crew and the Master and all officers shall have written and conversational English language proficiency and shall maintain all Ship Records in English;

- (v) other than at Delivery, the Master and the Chief Officer, and the Chief Engineer and the First Engineer shall not join or sign off the Vessel at the same time;
- (vi) there shall be on board sufficient personnel (which shall include at least all officers) with a good working knowledge of written and spoken English language to enable Cargo operations at the loading and discharging places to be carried out safely and efficiently and to enable communications between the Vessel and those loading the Vessel or accepting discharge therefrom to be carried out quickly and efficiently;
- (vii) the Vessel's Master and Chief Officer have attended a Ship Handling course and a Bridge Resource Management course in accordance with the guidelines set by the IMO; and
- (viii) the terms of employment of the Vessel's Master and crew will always remain acceptable and in accordance with the Laws of the Flag State.

3.2 Duties

- (a) The Supplier guarantees that throughout each Requisition Period the Master shall, with the Vessel's officers and crew and unless otherwise ordered by the Commonwealth:
 - (i) prosecute all voyages with the utmost despatch;
 - (ii) when required to do so, render all customary assistance; and
 - (iii) load and discharge Cargo as rapidly as possible when required by the Commonwealth or its agents to do so, by night or by day, but always in accordance with the laws of the place of loading or discharging (as the case may be) and in each case in accordance with any Laws of the Flag State and appropriate safety procedures.
- (b) The Supplier shall at all times have responsibility for the proper stowage of the Cargo and shall keep a strict account of all Cargo loaded and Cargo discharged.
- (c) Both the Master and the chief engineer shall keep full and correct logs of the voyages in the English language and such logs shall at all times be made available to the Commonwealth and its representatives. A copy of such logs or such other forms or reports as the Commonwealth may require shall be sent to the Commonwealth from each port of call or at such other intervals as may be required by the Commonwealth.

4 POLLUTION AND EMERGENCY RESPONSE

4.1 Financial responsibility

- (a) The Supplier warrants that, throughout the Requisition Period, it will provide a Vessel with the following certificates if a Vessel is required to enter a port or offshore facility in the territorial sea of a State Party to the *International Convention on Civil Liability for Bunker Oil Pollution Damage 2001*, a certificate issued pursuant to Article 7 of that Convention.
- (b) The Supplier shall comply with all applicable Laws relating to financial capability, responsibility, security or like laws, regulations and/or other requirements of whatever kind at the Supplier's cost with respect to pollution damage, including, without limitation, compliance where applicable with the *International Convention*

on Civil Liability for Oil Pollution Damage 1992, IOPC Fund Convention 1992, IOPC Supplementary Fund, United States Oil Pollution Act 1990 and the International Convention on Liability and Compensation for Damages in Connection with the Carriage of Hazardous and Noxious Substances by Sea 1996, as both may be amended from time to time, if and when in force and which are applicable to the Vessel entering, leaving, remaining at or passing through any places or waters in the performance of a Requisition Order. The Supplier shall make all arrangements by bond, insurance or otherwise at the Supplier's cost and take all such other action as may be necessary to satisfy such laws, regulations, conventions and/or other requirements.

- (c) The Supplier shall exercise all due diligence to ensure that no oil, or harmful or hazardous substances, of any description, shall be discharged or escape accidentally, or otherwise, from the Vessel; and to cause the Vessel, its officers and crew to comply with all oil and air pollution laws, conventions or regulations issued by a Governmental Authority (**Pollution Regulations**) applying in, or to, international waters, territorial waters and other waters of the countries into which the Vessel may trade under a Requisition Order. The Supplier shall produce evidence satisfactory to the Commonwealth demonstrating the Supplier's and the Vessel's compliance with any financial responsibility requirements as may exist under any Pollution Regulations.
- (d) The Supplier shall be liable for any Loss (including loss of time or delay), whatsoever and howsoever arising which the Commonwealth may sustain by reason of a breach of the warranty and obligations contained in this clause 4 by the Supplier and the Supplier shall indemnify the Commonwealth and hold it harmless in respect of any such Loss (including loss of time or delay) whatsoever and howsoever arising which the Commonwealth may sustain by reason of a breach of the Supplier's requirement to have the necessary certification in place and, generally, by reason of the Supplier's failure to establish or maintain financial security or responsibility in respect of pollution in order to enter, remain in or leave any port, place or waters as required by the conventions/act set forth in this clause 4. The liability of the Supplier under this clause 4.1(d) is reduced to the extent that the Supplier demonstrates that the Loss arose out of or as a consequence of a violation of any Laws referred to in this clause 4.1 by the Commonwealth.

4.2 Emergency response

- (a) The Supplier is to advise the Commonwealth of organisational details and names of the Supplier Personnel together with their relevant telephone/e-mail contact details, including the names and contact details of qualified individuals who may be contacted on a 24-hour basis in the event of oil spills or emergencies.
- (b) The Supplier warrants that the Master shall inform the Commonwealth as soon as practicable by telephone confirmed by e-mail (and requesting an acknowledgement by the Commonwealth of such communication) if any situation occurs which results or is likely to result in either delays or damage to the Vessel or machine systems arising from, but not limited to, a cargo failure, pollution damage, a bunker fuel spill and/or a discharge.
- (c) The Supplier shall immediately report major casualties such as collision, grounding, explosion, fire, pollution or threat of pollution, with all information relating to the incident (such as date, location, description, and consequences) to the Commonwealth.
- (d) In case of an actual spill, the Supplier shall provide to the Commonwealth the following information:

- (i) the date and time, location, quantity, and product characteristics of the spill;
 - (ii) weather conditions;
 - (iii) resources at risk;
 - (iv) steps taken to contain and remedy the pollution; and
 - (v) confirmation whether the MARPOL Shipboard Marine Pollution Emergency Plan (or similar plan from any other Law) has been activated.
- (e) If any of the emergency response contact details of a party are amended or replaced during the Requisition Period, then such party shall promptly communicate the amended or replacement emergency response contact details to the other party.

5 CARRIAGE OF CARGO

5.1 Carriage of Cargo

- (a) The Supplier must:
 - (i) stow all Cargo in accordance with Flag State requirements and International Standards; and
 - (ii) comply with any safety or security requirements specified by the Commonwealth from time to time.
- (b) The Supplier must ensure that the Cargo is only handled by suitably qualified persons or by persons supervised by suitably qualified persons, in a safe, responsible, competent and skilful manner.
- (c) The Supplier must not, and must ensure that Supplier Personnel and Subcontractors do not, represent itself or themselves as:
 - (i) being the owner of the Cargo; or
 - (ii) acting for or on behalf of the Commonwealth or as otherwise having any authority to bind or make representations on behalf of the Commonwealth.

6 CARRIAGE OF ANIMALS

6.1 Carriage of animals

- (a) Where a Requisition Order includes the carriage of animals, the Supplier must:
 - (i) notify the Department of Agriculture, Fisheries and Forestry (**DAFF**) at least 48 hours prior to the departure and arrival of the relevant Vessel carrying the animals into or out of Australia;
 - (ii) obtain any necessary DAFF and international Authorisations and comply with any conditions attaching to the carriage of animals; and
 - (iii) comply with any requirements specified in the Requisition Order in relation to the carriage of the animals.

- (b) The Commonwealth must provide to the Supplier such information and documentation reasonably requested by the Supplier to enable the Supplier to comply with clause 6.1(a) within three (3) Working Days of a request by the Supplier.

7 CARRIAGE OF PASSENGERS

7.1 Carriage of Passengers

- (a) The parties acknowledge and agree that:
 - (i) although the carriage of Passengers is not intended to be the primary purpose for issuing Requisition Orders under this Deed, the Commonwealth may, from time to time, require the Supplier to carry Passengers as part of the Requisition Services; and
 - (ii) if the Supplier is required to carry Passengers during the performance of any Requisition Services, the parties may agree additional special terms and conditions which apply to the carriage of the Passengers.

8 CARRIAGE OF DANGEROUS GOODS

8.1 Carriage of Dangerous Goods

- (a) Subject to clause 8.1(c), the Supplier must carry all Cargo specified in a Requisition Order including any Cargo which comprises Dangerous Goods.
- (b) In respect of any Cargo which comprises Dangerous Goods, the Supplier must comply with all applicable Australian and international statutory and regulatory requirements and Laws, including any requirements set out in the International Maritime Dangerous Goods Code and *Marine Order 41 (Carriage of Dangerous Goods) 2017* as amended or replaced from time to time, unless the Commonwealth grants an express written waiver.
- (c) Where the Cargo in respect of a Requisition Order includes Dangerous Goods, the Commonwealth must:
 - (i) specifically identify the Dangerous Goods in the Tasking Statement and provide details of UN numbers, UN class numbers, quantities and net explosive quantities in respect of the Dangerous Goods;
 - (ii) provide the Supplier with certified and completed dangerous goods documentation in accordance with applicable IMO and other regulatory requirements upon delivery of the Cargo to the Supplier at the loading port or place;
 - (iii) ensure that the Dangerous Goods are packaged in accordance with applicable IMO and regulatory requirements; and
 - (iv) deliver the Dangerous Goods to the Supplier at the loading port or place for acceptance by the Supplier in accordance with the IMO and other regulatory requirements.

9 MEETINGS

9.1 Meetings

- (a) The Supplier acknowledges and agrees that the Commonwealth may require the Supplier to attend meetings in connection with the performance of Requisition Services, including National Co-ordination Meetings for crisis management, prior to the issue of a Tasking Statement, prior to the commencement of a voyage, and during the performance of Requisition Services in order to assist the Commonwealth with the planning, procurement and delivery of Requisition Services.
- (b) The date, time and location of any meetings will be notified to the Supplier by the Commonwealth Representative and, where practicable, will be specified in the relevant Tasking Statement or Requisition Order.
- (c) Without limitation, the parties may, at or following any meeting in connection with a Requisition Order:
 - (i) agree to amend the details of a Requisition Order; provided that any such agreement will not be binding on the parties unless and until the amendment is agreed in writing by the Commonwealth Representative; and
 - (ii) agree the timing and order in which the Commonwealth, the Commonwealth's contractor, or other relevant third party (as applicable) is to deliver the Cargo to the loading port or place, or the timing and order in which the Supplier is to deliver the Cargo to the discharge port or place.

10 SECURITY ESCORT

10.1 Security Escort

- (a) Where specified in a Requisition Order, the Commonwealth will provide a security escort to accompany the carriage of one or more items of Cargo.
- (b) Where this clause 10 applies, the Supplier must not move the relevant items of Cargo unless accompanied by the security escort. The Supplier must cooperate with the Commonwealth in relation to the Commonwealth's security requirements.
- (c) The Supplier must obtain any necessary Authorisations from the relevant port authority to allow the security escort to remain with the Cargo at all times during the loading, unloading and transportation of the Cargo.
- (d) The Supplier must ensure that the security escort is properly supervised at all times whilst on the Vessel. The security escort must comply with all safety directions given by the Supplier.

PART 2 – TIME CHARTER TERMS

1 APPLICATION OF TIME CHARTER TERMS

1.1 Introduction

This Part 2 of Attachment E sets out additional provisions that, unless excluded in a Requisition Order, apply to Requisition Services being provided under a Time Charter arrangement.

2 DUTY TO MAINTAIN

2.1 Duty to maintain

- (a) Without prejudice to clause 5.5 of the COD and clause 2.2 of these Time Charter Terms if, at any time while a Vessel is on-Hire under a Requisition Order the Vessel fails to comply with the requirements of clause 3 of the COD or clauses 2 and 3 of the General Charter Terms, then Hire shall be reduced to the extent necessary to indemnify the Commonwealth for such failure, but without prejudice to any right of the Commonwealth to place the Vessel Off-Hire under clause 9 of these Time Charter Terms.
- (b) If and to the extent that such failure affects the time taken by a Vessel to perform Requisition Services, then Hire shall be reduced by an amount equal to:
 - (i) the value of the time so lost (calculated at the rate of Hire for such time); and
 - (ii) any other additional direct costs and expenses incurred by the Commonwealth as a consequence thereof, including without limitation, any additional fuel, boil-off, port, canal, tug and pilotage expenses.
- (c) Any reduction of Hire under this clause 2.1 shall be without prejudice to any other remedy available to the Commonwealth under this Deed or any Official Order, but only where such reduction of Hire is in respect of time lost.
- (d) If the Supplier is in breach of the obligations referred to in clause 2.1(a), the Commonwealth may so notify the Supplier in writing and if, after the expiry of 30 days following the receipt by the Supplier of any such notice, the Supplier has failed to demonstrate to the Commonwealth's reasonable satisfaction the Supplier's compliance with the obligations referred to in clause 2.1(a), the Vessel shall be Off-Hire, and no further Hire shall be due, until the Supplier has so demonstrated that it is exercising such due diligence.

2.2 Failure to maintain

- (a) If at any time a Vessel is Off-Hire under clause 2.1(d), the Commonwealth may terminate any current Requisition Orders in accordance with clause 11.4 of the COD.
- (b) This clause 2.2 is without prejudice to any rights of the Commonwealth or obligations of the Supplier under this Deed and any Official Order or otherwise (including, without limitation, the Commonwealth's rights under clause 9).

3 TRADING LIMITS

3.1 Trading limits

- (a) A Vessel shall be hired for the purpose of carrying all lawful merchandise in any part of the world as the Commonwealth shall direct, subject to the limits of the current International Navigating Limits (and any subsequent amendments to such limits).
- (b) Notwithstanding the foregoing, the Commonwealth may order a Vessel beyond such limits provided that the Supplier consents thereto (such consent not to be unreasonably withheld) and that the Commonwealth pays for any insurance premium required by the Vessel's underwriters as a consequence of such order. Notwithstanding the foregoing, the Commonwealth may order the Vessel to wait at anchorage or to otherwise be used for purposes of storing of Cargo.

3.2 Ship to ship transfers

- (a) Subject to the provisions of clause 3.2(c), upon reasonable advance notice, the Commonwealth shall have the option to require the Supplier to perform lightering, transshipment, loading or discharging operations to or from another vessel.
- (b) Where the Commonwealth requires a ship-to-ship transfer of petroleum products to be carried out, the parties shall conduct a suitably documented and formalised risk assessment (identifying potential hazards, probability and consequences) and ensure that all risks identified therein can be mitigated adequately to the reasonable satisfaction of the Commonwealth and the Supplier. Any report resulting from such risk assessment shall be copied to the Commonwealth. The Supplier shall invite the Commonwealth to attend any meetings conducted in connection with such risk assessment and provide the Commonwealth with a copy of the final risk assessment report. The cost of any such risk assessment report shall be for the Commonwealth's account.
- (c) The Cargo operations referred to in clauses 3.2(a) and 3.2(b) above shall, to the extent applicable, be carried out in accordance with the requirements, recommendations or stipulations set out in the following documents and publications:
 - (i) the *Ship-to-Ship Transfer Guide for Petroleum, Chemicals and Liquefied Gases* published jointly by the ICS, OCIMF and SIGTTO;
 - (ii) any relevant Classification Society rules;
 - (iii) all other requirements reflected in Law and International Standards; and
 - (iv) any other guideline or recommendation reasonably required by the Commonwealth.
- (d) If the Supplier is obliged to extend the existing insurance policies to cover ship-to-ship transfer operations, such additional expense shall be for Commonwealth's account. The Supplier shall obtain permission from the proper authorities to perform ship-to-ship transfer operations, and all expenses in this connection shall be for the Commonwealth's account.
- (e) Any additional equipment required for transshipment operations shall be arranged by the Supplier and be for the account of the Commonwealth. The Supplier shall permit personnel nominated by the Commonwealth to attend on board to assist

in the transshipment operation although such operation shall always be the responsibility of the Supplier.

4 BUNKERS

4.1 Warranty

The Supplier represents, warrants and covenants in respect of each Vessel as at the Delivery Date, and throughout the Requisition Period, that such Vessel shall be in every way fitted for burning at sea or, subject to local Laws in port, bunkers for propulsion and auxiliaries in accordance with the grades specified in this clause 4.

4.2 Procurement of bunkers

- (a) The Supplier must procure and provide bunkers for the performance of Requisition Services at the Commonwealth's cost, and otherwise in accordance with the requirements specified in clause 4.5.
- (b) The Commonwealth will not be liable for any loss, damage or delay relating to any contaminated bunkers or for any loss, delay, fines, costs or expenses arising or resulting from a Vessel's non-compliance with applicable Law, including Regulations 14 and 18 of MARPOL Annex VI and any subsequent modification thereof.

4.3 Delivery and redelivery

- (a) The Commonwealth shall accept and pay for all bunkers on board on the Delivery Date at the Fuel Price. The Commonwealth shall pay the Supplier for bunkers together with the first payment of Hire in accordance with clause 5.3 of the COD, and subject to receipt by the Commonwealth of the Supplier's Payment Claim.
- (b) Each Vessel shall be delivered to the Commonwealth with sufficient bunkers on board to safely reach the next available safe bunkering location plus the minimum safety reserve of bunkers prescribed under clause 4.4(a).
- (c) The Master shall provide to the Supplier and the Commonwealth a certificate containing the quantity of bunkers remaining on board at the time of both delivery and redelivery of the Vessel expressed, in each case, in local time and UTC. The Supplier and the Commonwealth shall have the option to jointly appoint an independent surveyor to verify quantities remaining on board, each bearing equally the cost of such surveyor. In the event of any dispute on quantities remaining on board, the surveyor's figures shall prevail.
- (d) The Supplier shall on redelivery (whether it occurs at the end of the Requisition Period or on the earlier termination of the Requisition Order) accept and pay for all bunkers then remaining on board at the Fuel Price.

4.4 Sufficiency of bunkers

- (a) Throughout the Requisition Period a Vessel shall operate with at least a quantity of bunkers on board sufficient to prosecute safely each voyage. The above amount shall be in addition to a minimum safety reserve of bunkers, which would enable the Vessel to steam at maximum speed for a total of five days. The Supplier shall keep the Commonwealth advised of the amount of bunkers on board and when the next bunkering will be required.

- (b) Notwithstanding anything contained in a Requisition Order, all bunkers on board the Vessel shall, throughout the Requisition Period, remain the property of the Commonwealth or its nominee and can only be purchased on the terms specified in this Deed at the end of the Requisition Period or, if earlier, at the termination of the Requisition Order.

4.5 Grade of bunkers

- (a) The Supplier shall supply marine fuels compliant with all Laws (including MARPOL Annex VI) and ISO Standard 8217:2017, or the most recent ISO specification for marine fuels available or any equivalent future specification. For distillate fuels, the Supplier shall supply marine gas oil ISO-F-DMA or ISO-F-DMB grade (ISO Standard 8217:2017 or latest) with a maximum sulphur content in compliance with all Laws (including MARPOL Annex VI). The selection of the grade of marine fuel to be supplied is at the Supplier's discretion, provided that such grade of marine fuel complies with the minimum requirements of this clause 4.5. If the Supplier wishes the Vessel to be supplied with more expensive marine fuels than required by the Commonwealth, the Supplier shall be liable for the extra cost thereof.
- (b) Should the Commonwealth trade a Vessel into an ECA, then the Supplier shall supply ISO-F-DMA (ISO Standard 8217:2017 or latest) with a maximum sulphur content of 0.10% m/m which will satisfy the ECA requirements, sufficient for the Vessel's need during any periods while in the restricted area including change over time. The Supplier shall warrant, in the event a Vessel trades in an ECA, that the Vessel:
 - (i) complies with Regulations 14 and 18 of MARPOL Annex VI and with the requirements of the ECA;
 - (ii) is able to consume fuels of the required sulphur content when ordered by the Commonwealth to trade within the ECA; and
 - (iii) will provide segregated storage for this low sulphur bunkers.
- (c) Should the Commonwealth trade a Vessel into any other area where there is a restriction in force as to the quality of fuel that a Vessel can use, the Supplier shall supply bunkers of a quality that meets this restriction including change over time during any periods while the Vessel is in the restricted area. If this clause 4.5(c) is applicable in respect of the first voyage after the Delivery Date, the Commonwealth may, upon reasonable notice, vary the quantities referred to in clause 4.3(b).
- (d) The Commonwealth shall have the right to appoint an independent inspector at the Commonwealth's cost to take samples of any bunkers supplied to a Vessel to establish compliance with the requirements of this clause 4.5.
- (e) The Supplier shall (subject to any confidentiality provisions) give the Commonwealth the benefit of any discounted fleet-wide volume pricing under any bunker fuel contract the Supplier or any of its Related Bodies Corporate may have in force so that the Commonwealth has pricing for such bunkers and necessities that is no less favourable than the pricing therefore available to the Supplier or any of the Supplier's Related Bodies Corporate. The Commonwealth and the Supplier shall co-operate reasonably to give effect to this clause 4.5(e).

5 SUPPLIER TO PROVIDE

5.1 Supplier to provide

- (a) The Supplier undertakes to provide and to pay for the following during each Requisition Period:
 - (i) all provisions, wages (including all overtime payments), and shipping and discharging fees and all other expenses of the Master, officers and crew;
 - (ii) all insurance on and in respect of the Vessel, except where the Commonwealth is required to pay the cost of any additional insurance under the Requisition Order;
 - (iii) all deck, cabin and engine room spares and other necessary stores, including water, hydraulic oils and greases;
 - (iv) all lubricating oils for the Vessel's machinery and equipment;
 - (v) all drydocking, overhaul, maintenance and repairs to a Vessel (including associated Port Charges);
 - (vi) inert gas for inerting Cargo spaces;
 - (vii) all fumigation expenses and de-rat certificates or similarly required certificates;
 - (viii) all radio traffic and other communication expenses, except in relation to any additional communication expenses incurred on behalf of the Commonwealth by a security escort;
 - (ix) sufficient lighting, all gangway and deck watchmen while the Vessel is at port (night and day);
 - (x) all other items and amounts in connection with the performance of the Supplier's obligations under a Requisition Order and the transactions contemplated hereby, except as otherwise expressly provided in this Deed or any Requisition Order; and
 - (xi) all consular fees, taxes, duties, imposts or charges arising in connection with any of the Supplier's costs set out in clause 5.1(a)(i) to clause 5.1(a)(x).
- (b) The Supplier undertakes to provide (at the Commonwealth's cost) during the Requisition Period:
 - (i) all bunkers and fuels (which, in relation to a tanker, includes fuel consumed for generation or inert gas by the inert gas plant and the production of nitrogen); and
 - (ii) all towage, pilotage, mooring and loading and discharging facilities and services, biosecurity and Australian Border Force Requirements required by the Supplier to perform Requisition Services.

5.2 Refunds and credits to the Commonwealth

- (a) The Supplier's obligations under this clause 5 extend to all Liabilities for taxes, customs or import duties and fines arising at any time during the performance of

a Requisition Order in relation to the personal effects of the Master, officers and crew, and in relation to the stores, provisions and other matters aforesaid which the Supplier is to provide and pay for and the Supplier shall refund to the Commonwealth any sums the Commonwealth or its agents may have paid or been compelled to pay in respect of any such liability.

- (b) Any amounts allowable in general average for wages and provisions and stores shall be credited to the Commonwealth insofar as such amounts are in respect of a period when the Vessel is on-Hire.

6 TIME CHARTER COSTS PAYABLE BY THE COMMONWEALTH

6.1 Commonwealth to pay

- (a) Without limiting any other costs or charges expressly payable by the Commonwealth under this Deed or an Official Order, the Commonwealth undertakes to pay for the following during the Requisition Period for a Time Charter:
- (i) all bunkers and fuels procured and provided by the Supplier which, in relation to a tanker, includes fuel consumed for generation of inert gas by the inert gas plant and the production of nitrogen;
 - (ii) Port Charges, light and canal dues, and all other charges or expenses relating to loading, discharging and bunkering;
 - (iii) the Commonwealth's agency fees at all places or ports of call (except for the Supplier's business, which shall be for the Supplier's account);
 - (iv) towage, pilotage and all mooring, loading and discharging facilities and services, biosecurity and any relevant Australian Border Force requirements; and
 - (v) all taxes, customs or import duties arising in connection with the foregoing,

provided that all charges for the items in this clause 6.1 shall be for the Supplier's account when such items are consumed, employed or incurred for the Supplier's purpose or while the Vessel is Off-Hire (unless such items reasonably relate to any service given or distance made good and taken into account under clause 9); and *provided* further that any fuel used in connection with a general average sacrifice or expenditure shall be paid for by the Supplier.

6.2 Bunkers consumed

In respect of bunkers consumed for the Supplier's purposes these will be charged on each occasion by the Commonwealth at the Fuel Price actually paid by the Commonwealth or its designee.

7 BILLS OF LADING

7.1 Bills of Lading

- (a) The Master (although appointed by the Supplier) shall be under the orders and direction of the Commonwealth as regards employment of the Vessel, agency and other arrangements, and shall sign Bills of Lading as the Commonwealth may direct and without prejudice to the Supplier's obligations under this Deed

and any Requisition Order. The Bills of Lading shall be issued as non-negotiable, unless the Commonwealth otherwise directs that the Bills of Lading are to be issued in a negotiable form.

- (b) The Commonwealth hereby indemnifies the Supplier against all consequences or Liabilities that may arise:
 - (i) from signing Bills of Lading in accordance with the directions of the Commonwealth, or its agents, to the extent that the terms of such Bills of Lading fail to conform to the requirements of the Requisition Order or (except as provided in clause 7.1(c)) from the Master otherwise complying with the Commonwealth's or its agent's orders; and
 - (ii) from any irregularities in papers supplied by the Commonwealth or its agents.
- (c) If the Commonwealth instructs the Supplier by electronic means or other form of written communication that specifically refers to this clause 7 to discharge a quantity of Cargo:
 - (i) without presentation to a Vessel at the discharge port or place of one of the original Bills of Lading issued for the Cargo; and/or
 - (ii) at a discharge port or place other than that named in the Bill of Lading; and/or
 - (iii) that is different from the Bill of Lading quantity,

then the Supplier shall discharge such Cargo in accordance with the Commonwealth's instructions.
- (d) The Supplier warrants that the Master will comply with orders to carry and discharge against one or more Bills of Lading from a set of original Bills of Lading should the Commonwealth so require.
- (e) Notwithstanding anything contained in this Deed or any Official Order, the Commonwealth may, at its sole discretion, require the Supplier to issue and sign in electronic form, and transmit electronically, any Bill of Lading to be issued pursuant to this clause 7, such a Bill of Lading being an "eDoc".
- (f) The parties agree that any applicable requirement of law, contract, custom or practice that any Bill of Lading issued pursuant to this Deed or any Requisition Order shall be made or evidenced in writing, signed or sealed, shall be satisfied by such eDoc, and the parties agree not to contend, in any dispute arising out of or in connection with any eDoc, or any eDoc which has been converted to paper, that such eDoc is invalid on the grounds that it is not in writing or that it is not equivalent to an original paper document signed by hand, or, as the case may be, sealed. Specifically, eDocs systems, which shall be used for these purposes include the ESS-Databridge™ or other electronic platform nominated by the Commonwealth and approved by the International Group of P&I Clubs.

7.2 Clause paramount

- (a) The Commonwealth shall procure that any Bills of Lading issued pursuant to a Requisition Order shall contain the following clause (which clause shall be deemed to form part of the relevant Requisition Order):

"(i) Subject to sub-clause (ii) or (iii) hereof, this Bill of Lading shall be governed by, and have effect subject to, the rules contained in the

International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 (hereafter the Hague Rules) as amended by the Protocol signed at Brussels on 23 February 1968 (hereafter the Hague-Visby Rules). Nothing contained herein shall be deemed to be either a surrender by the carrier of any of his rights or immunities or any increase of any of his responsibilities or liabilities under the Hague-Visby Rules.

- (ii) If there is governing legislation which applies the Hague Rules compulsorily to this Bill of Lading, to the exclusion of the Hague-Visby Rules, then this Bill of Lading shall have effect subject to the Hague Rules. Nothing therein contained shall be deemed to be either a surrender by the carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hague Rules.*
- (iii) If there is governing legislation which applies the United Nations Convention on the Carriage of Goods by Sea 1978 (hereafter the Hamburg Rules) compulsorily to this Bill of Lading, to the exclusion of the Hague-Visby Rules, then this Bill of Lading shall have effect subject to the Hamburg Rules. Nothing therein contained shall be deemed to be either a surrender by the carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hamburg Rules.*
- (iv) If any term of this Bill of Lading is repugnant to the Hague-Visby Rules, or Hague Rules, or Hamburg Rules, as applicable, such term shall be void to that extent but no further.*
- (v) Nothing in this Bill of Lading shall be construed as in any way restricting, excluding or waiving the right of any relevant party or person to limit his liability under any available legislation and/or law."*

8 EMPLOYMENT OF TUGS AND PILOTS

8.1 Employment of tugs and pilots

- (a) The Supplier must indemnify the Commonwealth and Commonwealth Officers in respect of any Loss arising in any way whatsoever from the employment of pilots or tugboats for the purposes of a Requisition Order, who although employed by the Commonwealth shall be deemed to be the servants of and in the service of the Supplier and under its instructions (even if such pilots or tugboat personnel are in fact the servants of the Commonwealth).
- (b) The amount indemnified under clause 8.1(a) shall not exceed the amount to which the Supplier would have been entitled to limit its liability if it had itself directly employed such pilots or tugboats.

9 OFF-HIRE

9.1 Off-Hire

- (a) On each and every occasion that a Vessel is unable to perform the Requisition Services or there is an interruption in a Vessel's service, or reduction in a Vessel's performance which results in a loss of time:
 - (i) due to deficiency of personnel or stores; repairs; gas-freeing for repairs; time in and waiting to enter dry dock for repairs; breakdown (whether

partial or total) of machinery, boilers or other parts of the Vessel or its equipment (including without limitation tank coatings); overhaul, maintenance or survey; collision, allision, stranding, accident or damage to the Vessel; or any other similar cause preventing the efficient working of the Vessel; and such loss continues for more than three consecutive hours (if resulting from interruption in the Vessel's service) or cumulates to more than three hours in one laden or ballast voyage (if resulting from partial loss of service), such period being referred to as the **Allowance Period**;

- (ii) due to:
 - (A) industrial action, strikes, labour stoppages or other difficulties arising from or in connection with the Vessel's flag, ownership, crew, or terms of employment of crew or due to strikes, labour stoppages or other difficulties arising in respect of any vessel chartered by the Supplier or owned, operated or controlled by the Supplier or refusal to sail on the part of, the Master, the officers or crew, or any other dispute relating to the Supplier's wages or crew employment policy; or
 - (B) any default of the Master, officers or crew, including the failure or refusal or inability, or unwillingness to do work of the Master, officers and/or crew to perform the services required or breach of orders or neglect of duty on the part of the Master, officers or crew, whether as a result of a breach of orders or neglect of duty by, or as a consequence of illness or injury thereto;
- (iii) for the purpose of obtaining medical advice or treatment for or landing any sick or injured person or for the purpose of landing the body of any person (other than the Commonwealth's supernumerary), and such inability, interruption, reduction or loss of time continues for more than three consecutive hours;
- (iv) due to detention of or interference with the Vessel by authorities at home or abroad attributable to legal action against, or alleged or actual breach of any Laws or any regulations or laws of a port state by the Vessel, the Supplier, the Master or the Vessel's officers or crew (unless brought about by the act or neglect of the Commonwealth);
- (v) due to the Vessel proceeding to or from and while at any port or anchorage other than that to which the Vessel is bound under the instructions of the Commonwealth for any reason other than stress of weather or the deviations allowed under this Deed or any Requisition Order in respect of saving life or property, ice or war;
- (vi) due to any failure to have on board any documents or certificates required to be obtained by the Supplier pursuant to this Deed or any Requisition Order;
- (vii) due to the inability of the Vessel to proceed to or enter, load at, discharge at and leave without any port customarily used by vessels of a similar size as the Vessel for bunkering resulting from a failure of the Vessel to comply with the laws and regulations, operational practices applicable at such terminal, port or place or failure to comply with the requirements of this Deed or any Requisition Order; or
- (viii) due to damage caused by the Vessel to any loading and/or discharging berths or any equipment forming part thereof, such that loading or

discharging of Cargo by the Vessel thereto or therefrom is prevented or delayed,

then without prejudice to the Commonwealth's rights under clause 5.5 of the COD and clause 2 of these Time Charter Terms or to any other rights of the Commonwealth under this Deed, any Requisition Order or otherwise, a Vessel shall be "Off-Hire" and no Hire shall be payable by the Commonwealth from the commencement of such loss of time until the Vessel is again ready, capable and in an efficient state to resume the Requisition Services from a position not less favourable to the Commonwealth than that at which the Vessel was when such loss of time commenced, including without limitation return to the berth, queue position or place occupied by the Vessel when it went Off-Hire; provided, however, that any service given or distance made good by the Vessel while Off-Hire shall be taken into account in assessing the amount to be deducted from the Hire.

- (b) If, for reasons attributable to the Supplier, the Master, a Vessel or any of their respective servants, agents or representatives:
 - (i) a Vessel delays in vacating the berth after unloading ends and return lines have been finally disconnected and the Vessel is cleared by the terminal operator for departure; and
 - (ii) as a result of the unavailability of the berth, the Commonwealth is liable for demurrage for the Vessel,

then the period of such delay shall be Off-Hire. Any losses or damages arising from such action shall be the responsibility of the Supplier and the Supplier shall indemnify the Commonwealth against such demurrage claims.

9.2 Termination for prolonged Off-Hire

If the Vessel is Off-Hire for any period in excess of 21 consecutive days or exceeding any cumulative period of 30 days in any period of 90 days, the Commonwealth shall have the option to terminate the relevant Requisition Order under clause 11.2(a)(v) of the COD by giving notice in writing with effect from any date stated in such notice.

9.3 Fuel and other expenses during Off-Hire

All costs and expenses including bunkers, Port Charges incurred during periods of Off-Hire shall be for the Supplier's account.

9.4 Trading while Off-Hire

The Supplier may not, under any circumstances, trade the Vessel for its own account during any period of Off-Hire.

10 SALVAGE

10.1 Salvage

- (a) Subject to the provisions of clause 9, all loss of time and all expenses (excluding any damage to or loss of the Vessel or tortious Liabilities to third parties) incurred in saving or attempting to save life or in successful or unsuccessful attempts at salvage shall be borne equally by the Supplier and the Commonwealth provided that the Commonwealth shall not be liable to contribute towards any salvage payable by the Supplier arising in any way out of services rendered under this clause 10.

- (b) All salvage and all proceeds from derelicts shall be divided equally between the Supplier and the Commonwealth after deducting the Master's, officers' and crew's share.

11 EXCEPTIONS

11.1 Supplier's liability, liberty and exclusions

- (a) Subject to clause 11.1(d), a Vessel, its Master and the Supplier shall not, unless expressly provided otherwise in this Deed or any Requisition Order, be liable for any loss or damage or delay or failure arising or resulting from:
 - (i) any act, neglect or default of the Master, pilots, mariners or other servants of the Supplier in the navigation or management of the Vessel;
 - (ii) fire, unless caused by the actual fault or privity of the Supplier;
 - (iii) collision or stranding; dangers and accidents of the sea; or
 - (iv) explosion, bursting of boilers, breakage of shafts or any latent defect in hull, equipment or machinery, unless caused by a breach of the Supplier's obligations pursuant to clause 3.7 of the COD, clauses 2 and 3 of the General Charter Terms and clause 2 of these Time Charter Terms, including want of due diligence on the part of the Supplier to make the Vessel seaworthy or to have the Vessel properly crewed, equipped and supplied.
- (b) The Commonwealth shall not, unless expressly provided otherwise in this Deed or any Requisition Order, be liable to a Vessel, its Master or the Supplier for any loss or damage arising or resulting from: collision or stranding; dangers or accidents of the sea; or explosion, bursting of boilers, breakage of shafts or any latent defect in hull, equipment or machinery.
- (c) The Vessel shall have liberty to sail with or without pilots except when required by the relevant port authority, to tow or go to the assistance of vessels in distress and to deviate for the purpose of saving life or property.
- (d) Clause 11.1(a) and clause 11.1(b) shall not apply to, or affect any Liability of the Supplier or the Vessel or any other relevant person in respect of:
 - (i) loss or damage caused to any berth, jetty, dock, dolphin, buoy, mooring line, pipe or crane or other works or equipment whatsoever at or near any place to which the Vessel may proceed under a Requisition Order, whether or not such works or equipment belong to the Commonwealth; or
 - (ii) any claim (whether brought by the Commonwealth or any other person) arising out of any loss of or damage to or in connection with Cargo. Any such claim shall be subject to the Hague-Visby Rules or the Hague Rules or the Hamburg Rules, as the case may be, which ought pursuant to clause 7.2 to have been incorporated in the relevant Bill of Lading (whether or not such Rules were so incorporated) or, if no such Bill of Lading is issued, to the Hague-Visby Rules unless the Hamburg Rules compulsorily apply in which case to the Hamburg Rules.
- (e) In particular, the foregoing clauses 11.1(a) through 11.1(d) of this clause 11.1 shall not apply to or in any way affect any provision in this Deed or any

Requisition Order relating to Off-Hire or to reduction of Hire or bunkers consumed during periods of Off-Hire.

12 PIRACY

12.1 Piracy

- (a) Notwithstanding any other provision of this Deed or any Requisition Order, neither the Supplier, nor the Master shall be entitled to refuse any instructions by reason of the Vessel being obliged to proceed, or required to continue, to or through, any port, place, area or zone, or any waterway or canal where there is a risk that the Vessel may be subject to acts of piracy, violent robbery, capture or seizure (hereinafter **Piracy**) (including transits via the Suez Canal, the Gulf of Aden, the western parts of the Indian Ocean, West Africa, the Straits of Malacca) (a **Piracy Area**) whether such risk existed at the time of entering into a Requisition Order or occurred thereafter, unless either:
 - (i) the Supplier's standard insurance cover for entry into the Piracy Area is withdrawn and the Supplier is unable to obtain replacement cover on substantially the same terms from leading international underwriters; or
 - (ii) in the Supplier's or the Master's reasonable judgment, the Vessel, crew and Cargo will be exposed to a high risk of Piracy based on advice given by the Governmental Authorities of the Flag State, or any other Governmental Authorities having jurisdiction over the Vessel.
- (b) If a Vessel proceeds through a Piracy Area, the Supplier shall be entitled:
 - (i) to take reasonable preventive measures to protect the Vessel, its crew and Cargo including rerouting within the Piracy Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed and course, or, with the Commonwealth's prior consent (such consent not to be unreasonably withheld or delayed), engaging security personnel or armed guards on or about the Vessel provided such preventive measures are:
 - (A) not contrary to any Law (including the requirements of the Flag State); and
 - (B) in compliance with the recommendations and guidelines contained in clause 12.2(c);
 - (ii) to comply with orders, directions or recommendations of any underwriters who have the authority to give the same under the terms of the Vessel's insurances;
 - (iii) to comply with all orders, directions, recommendations or advice given by the Security Council of the United Nations, the Governmental Authorities of the Flag State, or any other Governmental Authorities having jurisdiction over the Vessel, or any other body or group, including military authorities, whatsoever acting with the power to compel compliance with their orders or directions;
 - (iv) where there is an actual or imminent act of Piracy, to take a safe and reasonable alternative in place of the normal, direct or intended route to the next port of call (provided that such alternative route does not, in the case of the Gulf of Aden, physically extend beyond the transit of the Gulf of Aden). Where practicable the Supplier shall always give the

Commonwealth reasonable advance notice of the alternative route, an estimate of time and bunker consumption and a revised estimated time of arrival; and

- (v) if the Vessel proceeds to or through a Piracy Area, the Commonwealth is entitled to require the Supplier, at the Commonwealth's cost, to engage security personnel or armed guards, without limitation to the Supplier's right under clause 12.1(b)(i).

12.2 Costs and expenses

- (a) If a Vessel is captured by pirates, the Supplier shall be responsible for all efforts to obtain the release of the Vessel and shall keep the Commonwealth closely informed of these. If the Vessel remains under capture by pirates for a period of more than 60 days, the Commonwealth shall be entitled to terminate this Deed or any current Requisition Order in accordance with clause 11.4 of the COD.
- (b) Where a Vessel is scheduled to transit any Piracy Areas, the Commonwealth shall have the option to require the Supplier to purchase off-hire insurance with "Blocking & Trapping" cover, covering the Hire payable to the Supplier under this Deed or any Requisition Order should the Vessel be detained by pirates and the documented cost of the "Blocking & Trapping" cover shall be reimbursed by the Commonwealth. The Supplier shall provide the terms and cost of such insurance to the Commonwealth for Approval prior to placing the same and shall obtain from its insurers a waiver of any subrogated rights against the Commonwealth in respect of any claims by the Supplier under such insurance. Where the Commonwealth instructs the Supplier to take out such insurance, the Commonwealth will pay Hire for a maximum period of 14 days or the deductible period under such insurance (whichever is the shorter), following which the Vessel shall be Off-Hire for any time lost as a result of capture by pirates.
- (c) The Supplier warrants that the Vessel will throughout any Requisition Period have on board a Piracy response plan describing all necessary preventive measures to protect the Vessel, its crew and Cargo from the threat of Piracy, and including the preventive measures in accordance with International Standards, including BMP5 - Best Management Practice 5.

13 WAR RISKS

13.1 War Risks

- (a) For the purpose of this clause 13, **War Risks** shall include any actual, threatened or reported war, act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or Governmental Authority of any state whatsoever, which, in the reasonable judgment of the Master and/or the Supplier, may be dangerous or are likely to be or to become dangerous to a Vessel, its Cargo, crew or other persons on board the Vessel.
- (b) A Vessel shall not be ordered to or required to continue to or through any port, place, area or zone (whether of land or sea), or any waterway or canal, where the Vessel, its Cargo, crew or other authorized persons on board the Vessel, in the reasonable judgment of the Master and/or the Supplier, may be, or are likely to be, exposed to War Risks. Should a Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become

dangerous, after its entry into it, the Vessel shall be at liberty to leave it. Notwithstanding the foregoing, it shall be unreasonable for the Master and/or the Supplier to refuse any order for any voyage, route, or port or place of loading or discharge if insurance against such risks is available from the Vessel's War Risks underwriters, unless there is likely, in the reasonable opinion of the Master, to be an immediate danger to the Vessel, its Cargo or crew or any other authorised persons on board the Vessel.

- (c) A Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where it shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.
- (d) The Supplier shall effect and pay for War Risks insurance in respect of the Vessel. If the underwriters of such insurance require payment of additional premiums and/or calls because, pursuant to the Commonwealth's orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such underwriters as being subject to additional premiums because of War Risks, then such additional premiums and/or calls paid shall be reimbursed by the Commonwealth to the Supplier, provided that the Commonwealth is given notice of such expenses as soon as practicable and in any event before such expenses are incurred and provided further that the Supplier obtains from its insurers a waiver of any subrogated rights against the Commonwealth in respect of any claims by the Supplier under its War Risks insurance arising out of compliance with such orders. In the event that such a waiver cannot be obtained by the Supplier, it shall so notify the Commonwealth who shall have the option to:
 - (i) maintain such order on terms that the Supplier shall obtain additional insurance without a waiver; or
 - (ii) withdraw such order.
- (e) If the Supplier becomes liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Supplier by the Commonwealth provided that the Commonwealth is given notice of such expenses as soon as practicable.
- (f) The Vessel shall have liberty:
 - (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of Cargo, delivery, or in any other way whatsoever, which are given by the government of the nation under whose flag the Vessel sails, or other government to whose laws the Supplier is subject, or any other government, or any other body or group whatsoever acting with the power to compel compliance with their orders or directions;
 - (ii) to comply with the orders, directions or recommendations of any War Risks underwriters who have the authority to give the same under the terms of the War Risks insurance;
 - (iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective

orders of any other supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Supplier is subject, and to obey the orders and directions of those who are charged with their enforcement;

- (iv) to divert and discharge at any other port a Cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier; and
- (v) to divert and call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that it may be subject to internment, imprisonment or other sanctions other than as a result of actions taken by such crew or persons which are in contravention of Laws.
- (g) If in accordance with its rights under the foregoing provisions of this clause 13.1, the Supplier shall refuse to proceed to the loading or discharge port or place, or any one or more of them, it shall immediately inform the Commonwealth. No Cargo shall be discharged at any alternative port without first giving the Commonwealth notice of the Supplier's intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Commonwealth within 48 hours of the receipt of such notice and request, the Supplier may discharge the Cargo at any safe port of its own choice.
- (h) If in compliance with any of the provisions of this clause 13.1 anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of the relevant Requisition Order.

14 BOTH TO BLAME COLLISION CLAUSE

14.1 Both to blame collision clause

- (a) If the liability for any collision in which a Vessel is involved while performing any Requisition Order falls to be determined in accordance with the laws of the United States of America, the following provision shall apply:

"If the Vessel comes into collision with another vessel as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Supplier in the navigation or in the management of the Vessel, the owner of the cargo carried hereunder will indemnify the Supplier against all loss, or liability to the other or non-carrying vessel or its owner in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owner of the said cargo, paid or payable by the other or non-carrying vessel or its owner to the owner of the said cargo and set off, recouped or recovered by the other or non-carrying vessel or its owner as part of their claim against the carrying ship or carrier.

The foregoing provision shall also apply where the owner, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact."

- (b) The Commonwealth shall procure that all Bills of Lading issued under a Requisition Order shall contain a provision in the foregoing terms to be applicable where the liability for a collision in which the Vessel is involved falls to be determined in accordance with the laws of the United States of America.

15 NEW JASON CLAUSE

15.1 New Jason clause

- (a) General average contributions shall be payable according to the *York-Antwerp Rules 2016*, and shall be adjusted in London in accordance with English law and practice but should adjustment be made in accordance with the law and practice of the United States of America, the following provision shall apply:

"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Supplier is not responsible by statute, contract or otherwise, the cargo, shippers, consignees or owner of the cargo shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.

If a salving Vessel is owned or operated by the Supplier, salvage shall be paid for as fully as if the said salving Vessel or Vessels belonged to strangers. Such deposit as the Supplier or its agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owner of the cargo to the carrier before delivery."

- (b) The Commonwealth shall procure that all Bills of Lading issued under a Requisition Order contain a provision in the foregoing terms to be applicable where adjustment of general average is made in accordance with the laws and practice of the United States of America.

PART 3 – VOYAGE CHARTER TERMS**1 APPLICATION OF VOYAGE CHARTER TERMS**

1.1 Introduction

This Part 3 of Attachment E sets out additional provisions that, unless excluded in a Requisition Order, apply to all Requisition Services described in a Requisition Order as being provided under a Voyage Charter arrangement.

2 COMMENCEMENT OF VOYAGE

2.1 Proceed to loading port

The Vessel shall, after delivery of its previous cargo, proceed with utmost despatch to the Loading Location and there load always afloat as directed by the Commonwealth a full and complete or a part Cargo as stated in a Requisition Order, not exceeding what it can reasonably stow and carry and being so loaded, shall with utmost despatch proceed to the Unloading Location and there deliver the Cargo, always afloat as directed by the Commonwealth.

3 CANCELLING

3.1 Cancelling

- (a) The Commonwealth shall have the option of cancelling a Requisition Order without the Commonwealth incurring any Liability to the Supplier if a Vessel has not tendered a Notice of Readiness to load on or before 2359 hours on the cancelling date stated in the relevant Requisition Order.
- (b) If the Supplier anticipates that, despite the exercise of due diligence, the Vessel will not be ready to load by the cancelling date stated in a Requisition Order, the Supplier shall notify the Commonwealth without delay stating the expected date of the Vessel's readiness to load and asking whether the Commonwealth will exercise its option of cancelling the relevant Requisition Order, or agree to a new cancelling date. The Commonwealth must declare such option within three Working Days after the receipt of the Supplier's notice. If the Commonwealth does not exercise its option of cancelling, then the relevant Requisition Order shall be deemed to be amended such that the seventh day after the new readiness date stated in the Supplier's notice to the Commonwealth shall be the new cancelling date. The provisions of this clause 3.1 shall operate only once, and in case of the Vessel's further delay, the Commonwealth shall have the option of cancelling the relevant Requisition Order without the Commonwealth incurring any Liability to the Supplier if a Vessel has not tendered a Notice of Readiness to load on or before 2359 hours on the new cancelling date.
- (c) The Commonwealth shall in any event declare whether it exercises any option of cancelling under this clause 3 no later than the time of a Vessel's readiness to load.
- (d) The Commonwealth shall have the option to cancel any Requisition Order without the Commonwealth incurring any Liability to the Supplier should there be any material misrepresentation made by the Supplier in respect of a Vessel's description in this Deed or any Official Order, the Vessel's suitability to perform the Requisition Services or a Vessel's position or itinerary.

- (e) In the event that:
- (i) the Supplier notifies the Commonwealth pursuant to clause 3.1(b) that a Notice of Readiness will not be tendered by the cancelling date stated in a Requisition Order; or
 - (ii) the Notice of Readiness is not tendered in accordance with this Deed or any Requisition Order; and
 - (iii) in either case, the Commonwealth exercises its contractual right to cancel the relevant Requisition Order pursuant to clause 3.1(a) and/or clause 3.1(b),

then the Commonwealth shall have the right to procure a substitute vessel from a third party to perform the relevant Requisition Services in which case and irrespective of the cause of the delay in a Vessel's readiness to load, the Supplier shall be liable to indemnify the Commonwealth and Commonwealth Officers on demand against all any Loss incurred by the Commonwealth as a consequence of the delay in a Vessel's readiness to load and the cancellation of a Requisition Order, including without limitation, the amount of any differential (increase) between the Freight and the freight payable in respect of any substitute vessel.

- (f) The provisions of this clause 3 and the exercise or non-exercise of the Commonwealth of its option to cancel the relevant Requisition Order shall not prejudice any claims which the Commonwealth may otherwise have against the Supplier under this Deed or any Official Order.

4 CONDUCT OF VOYAGE

4.1 Conduct of Voyage

- (a) The Vessel shall proceed to the Loading Location(s) with utmost despatch. The Supplier shall not, without the Commonwealth's prior consent, negotiate or enter into any business or give any current charterer any further options that may affect or alter the programme of a Vessel as stated in a Requisition Order.
- (b) The Vessel shall carry the Cargo or, as the case may be, part of the Cargo with utmost despatch to the Unloading Location(s). If the Commonwealth has the right to order a Vessel to discharge at one or more Unloading Locations named or within a specific range, the Commonwealth shall declare the actual port or ports of discharge to be inserted in the Bills of Lading prior to the arrival of the relevant Vessel at the first Loading Location.
- (c) The Supplier warrants that each Vessel shall be left in seaworthy trim for shifting between berths and ports.

5 FREIGHT

5.1 Freight

- (a) Freight shall be paid by the Commonwealth to the Supplier at the freight rate stated in a Requisition Order. Freight is inclusive of all Port Charges, pilotage, light dues and all other port disbursements customarily paid by or levied on a Vessel. Freight shall be paid by the Commonwealth to the Supplier on the Bill of Lading weight in Dollars to the Supplier's bank account set out in a Requisition Order.

- (b) Freight based on 95 per cent of the Bill of Lading quantity shall be paid in accordance with clause 5.3 of the COD, subject to receipt by the Commonwealth of the Supplier's Payment Claim and after the signing and releasing of the Bills of Lading.
- (c) The balance of Freight, together with settlement of despatch or Demurrage (if applicable) shall be paid in accordance with clause 5.3 of the COD following the agreement of Laytime between the Supplier and the Commonwealth at the Loading Location(s) and Unloading Location(s), and receipt of the Supplier's Payment Claim. Freight shall be finalised on the basis of the Bill of Lading weight and the balance of Freight, despatch and Demurrage shall be settled in accordance with this clause 5.

6 DEMURRAGE AND DESPATCH

6.1 Demurrage and Despatch

- (a) Demurrage for Laytime exceeded in loading or discharging shall be paid by the Commonwealth at the rate stated in a Requisition Order per day or pro-rata. Despatch for Laytime saved in loading and/or discharging shall be paid by the Supplier at the rate stated in a Requisition Order per day or pro-rata. Settlement shall be in accordance with clause 5.
- (b) Any Demurrage accrued under this Deed, or any Requisition Order, shall be considered as constituting liquidated damages for the Commonwealth exceeding the agreed Laytime, and will accordingly constitute the Supplier's sole remedy and right of compensation against the Commonwealth arising out of or in connection with any delay in the loading or discharging of a Vessel.

7 NOTICES

7.1 Notices

- (a) The Supplier or the Master shall tender to the agents and the Commonwealth 20/15/10 day approximate notices, followed by 7/5/3/2/1 day definite notices of Vessel's ETA at each Loading Location.
- (b) The Supplier or the Master shall tender to the agents and the Commonwealth 20/15/10 day approximate notices, followed by 7/5/3/2/1 day definite notices of Vessel's ETA at each Unloading Location.
- (c) The Commonwealth is to be kept advised of any alteration in a Vessel's expected readiness to load at the Loading Location(s) or discharge at the Unloading Location(s). Should the Supplier or the Master fail to give any of the definite notices, then 24-hours shall be added to the allowed Laytime for each failure by the Supplier or the Master to do so.
- (d) No later than the time that the seven days' notice of a Vessel's ETA at the first (or sole) Loading Location is issued, the Master shall advise the Commonwealth and its agents in writing of a Vessel's loading plan as well as any other specific information requested by the Commonwealth or the Loading Location. Upon a Vessel sailing from the last (or sole) Loading Location, the Supplier or the Master shall advise the Commonwealth and agents at the Unloading Location(s) of:
 - (i) the total quantity of Cargo loaded in accordance with the Bill of Lading;
 - (ii) the distribution of Cargo on board the Vessel;

- (iii) the time of departure;
- (iv) the ETA and expected arrival draft at the first or sole discharging port; and
- (v) any other information requested by the Commonwealth.

8 NOTICE OF READINESS AT LOAD PORT

8.1 Notice of Readiness at Load Port

- (a) A Notice of Readiness shall be tendered by the Supplier in writing at each Loading Location at any time day or night after a Vessel has arrived and is in all respects ready and has been granted free pratique. If the Vessel is a combination carrier, and has carried liquid Cargo on its previous voyage, the Vessel shall possess a valid gas free certificate on tendering Notice of Readiness at the first Loading Location. If the Loading Location berth is unavailable at this time due to the berth or anchorage being occupied by another vessel, the Vessel may tender a Notice of Readiness from the normal recognised waiting place designated by the port authority, even if outside the normal port limits and whether or not the Vessel has been cleared by customs or quarantine authorities.
- (b) The Supplier shall not tender Notice of Readiness before the date of commencement of Laydays as set out in a Requisition Order, unless otherwise agreed by the Commonwealth. Acceptance of the Notice of Readiness by the Commonwealth or its agent before the date of commencement of Laytime shall be without prejudice to the Commonwealth's rights in respect of the Notice of Readiness so tendered and shall not be construed as a waiver of any of the Commonwealth's rights under this Deed or any Official Order. Laytime for loading shall count after the Notice of Readiness has been tendered by the Supplier and accepted by the Commonwealth and allowing for any turn time agreed in this Deed or any Requisition Order. If the Commonwealth or shipper can arrange to load before Laytime commences to count, the Master shall allow work to be done, in which case half actual time used shall count.

9 NOTICE OF READINESS AT DISCHARGE PORT

9.1 Notice of Readiness at Discharge Port

- (a) The Notice of Readiness shall be tendered by the Supplier to the Commonwealth in writing at each Unloading Location at any time day or night after a Vessel has arrived and is in all respects ready and has been granted free pratique. If the discharging berth is unavailable at this time due to the berth or anchorage being occupied by another vessel, the Vessel may tender a Notice of Readiness from the normal recognised waiting place designated by the port authority, even if outside the normal port limits and whether or not the Vessel has been cleared by customs or quarantine authorities.
- (b) The Commonwealth's acceptance of the Supplier's Notice of Readiness shall be without prejudice to the Commonwealth's rights in respect of the Notice of Readiness so tendered and shall not be construed as a waiver of any of the Commonwealth's rights (including its rights under this Deed or any Official Order).
- (c) Laytime for discharging shall count after the Notice of Readiness has been tendered by the Supplier and accepted by the Commonwealth and allowing for

any turn time agreed in a Requisition Order. If the Commonwealth or shipper can arrange discharge before Laytime commences to count, the Master shall allow work to be done, in which case half actual time used shall count.

10 LOADING AND DISCHARGE TERMS

10.1 Loading and Discharge Terms

- (a) The Cargo shall be:
 - (i) loaded by the Commonwealth at the average rate as stated in a Requisition Order, per weather working day of 24 consecutive hours. Laydays for loading shall not commence before 0001 hours on the date stated in this Deed or any Requisition Order; and
 - (ii) the Cargo shall be discharged by the Commonwealth at the average rate as stated in a Requisition Order, per weather working day of 24 consecutive hours. Laydays shall not commence before 0001 hours on the date stated in this Deed or any Requisition Order.
- (b) Time used shall not count as Laytime or time on Demurrage in the following circumstances:
 - (i) whilst a Vessel is actually moving from waiting place whether at or off the port, until the Vessel is securely moored at the designated Loading Location or Unloading Location berth;
 - (ii) a Vessel is prevented from proceeding to the berth due to:
 - (A) its inefficiency, weather or tidal conditions;
 - (B) strikes of tugs or pilots;
 - (C) mandatory regulations applicable to the Vessel;
 - (D) time spent waiting for sufficient under keel clearance in the port;
 - (E) time lost when the Loading Location or Unloading Location berth or anchorage is not working or operating due to weather;
 - (F) traffic congestion in the port;
 - (G) time used heaving up anchor, mooring, fastening, inward clearances and formalities, obtaining customs clearance and free pratique;
 - (H) delays caused by the act or omission of the Supplier, Master, officers and crew; or
 - (I) any other delay caused by the Vessel, its Master or crew, unless such delay is directly caused by action of the Commonwealth;
 - (iii) for the duration of bad weather or sea conditions which actually prevent a Vessel from loading or discharging;
 - (iv) shifting between the Loading Location and Unloading Location berths of a Vessel; or

- (v) due to a labour dispute or a strike, lockout or stoppage.
- (c) Time shall not count for opening and closing of hatches or connecting and disconnecting hoses at commencement and completion of loading at each port, even if a Vessel is on Demurrage. Time shall also not count for de-ballasting due to Vessel's de-ballasting rate not keeping up with the terminal's loading rate at the Loading Location, even if the Vessel is on Demurrage. Upon completion of loading, the Supplier and Master shall sign, on request of the Commonwealth, a statement of facts which the Commonwealth shall arrange to be signed by or on behalf of the terminal or shipper.
- (d) Time shall not count for opening and closing of hatches or connecting and disconnecting hoses at commencement and completion of discharging at each Unloading Location, even if Vessel is on Demurrage. Time shall also not count for any time period that the Vessel could move, shift or navigate but for a prohibition against such movement, shifting or navigation at the Unloading Location, even if the Vessel is on Demurrage. Upon completion of discharging, the Supplier and the Master shall sign, on request of the Commonwealth, a statement of facts which the Commonwealth shall arrange to be signed by or on behalf of the terminal or shipper.
- (e) During loading or discharging, time lost shall not count as turn time, Laytime or time on Demurrage due to inefficiency or any other cause attributable to the Supplier, the Vessel, its Master or its crew to the extent that loading or discharging or the matters covered by clause 10.1(d) are thereby affected.
- (f) In the case of a deficiency affecting a Vessel's hatches, cargo pumps, ballast pumps or other equipment, including the ability of a Vessel to ballast and de-ballast at a rate required for the loading and discharging operations, then any time lost shall not count as Laytime or time on Demurrage. Any expenses directly attributable to loss of time arising from a Vessel deficiency, including the costs of shifting, labour and mechanical equipment shall be for the Supplier's account.
- (g) If by reason of any relevant authority declaring a Vessel to be non-compliant with the provisions of clause 3 of the COD or clause 3 of the General Charter Terms or any other provision of this Deed or any Requisition Order, then time shall not count as Laytime or as time on Demurrage until the Vessel is accepted and is ready in all respects as if the Vessel had not originally been rejected and any expenses directly attributable to loss of time arising from a Vessel deficiency, including costs of shifting, labour and mechanical equipment shall be for the Supplier's account.
- (h) If pursuant to clause 10.1(g), the Vessel has to vacate the Loading Location or Unloading Location berth, turn time or Laytime or time on Demurrage shall not count from that time until the Vessel is in all respects ready to load or discharge and notification has been given to the Commonwealth accordingly.
- (i) If due to the matters referred to in clause 10.1(g) and clause 10.1(h), the Vessel loses its turn, such time shall count again only as from 24 hours after notification of the Vessel's new readiness has been given to the Commonwealth or when loading/discharging resumes whichever may be the sooner.
- (j) Laytime and Demurrage shall stop counting on completion of the later of:
 - (i) loading or discharging at the relevant Loading Location or Unloading Location; and
 - (ii) draft survey and Cargo documentation for determination of Cargo weight.

- (k) If required, the Vessel shall leave the berth as soon as possible within its control on completion of:
 - (i) loading or discharging; and
 - (ii) draft survey and Cargo documentation for determination of Cargo weight,

failing which the Commonwealth shall be entitled to proven damages.

11 LAYTIME AT ADDITIONAL PORTS

11.1 Laytime at Additional Ports

At the second and any subsequent loading or discharging port or ports if agreed, the Vessel shall tender a Notice of Readiness and Laytime or time on Demurrage shall resume counting in accordance with a Requisition Order. Time counting at the second and subsequent loading or discharging port or ports shall always be subject to the exceptions stated in clause 10.

12 SHIFTING AND OVERTIME

12.1 Shifting and Overtime

- (a) If more than one berth or anchorage at any Loading Location and Unloading Location has been agreed, shifting costs including bunkers consumed shall be for the Supplier's account. Time so used shall not count as Laytime or time on Demurrage.
- (b) A Vessel shall move along any one berth or installation, as reasonably required by the Commonwealth or terminal operator, solely for the purpose of making any hatch or hatches or cargo manifold available to the Loading Location or Unloading Location facilities at the berth or installation. All costs on-board the Vessel associated with shifting the Vessel along the berth, including bunkers shall be for the Supplier's account.
- (c) Time used for warping shall count as Laytime or time on Demurrage and warping to be done by a Vessel's crew, where local regulations permit. Overtime expenses for a Vessel's officers and crew shall always be for the Supplier's account.

13 PART CARGO AND ROTATION

13.1 Part Cargo and Rotation

- (a) If the Commonwealth nominates a part of the cargo, the Supplier may tender a Notice of Readiness in accordance with the provisions of a Requisition Order, notwithstanding that other part of the cargo(es) may be loaded or discharged first. Time used for the loading or discharging of any other part cargo(es) shall not count as Laytime or as time on Demurrage under a Requisition Order.
- (b) No part cargo or cargoes are to be loaded and discharged at the same time as the Commonwealth's Cargo. Any time used in shifting between the different berths for loading or discharging of part cargo(es) shall not count as Laytime or as time on Demurrage. The Supplier is to provide a minimum of holds or cargo tanks stated in a Requisition Order exclusively for the Commonwealth's Cargo.

No other cargo to be loaded in the same holds as the Commonwealth's Cargo without the Commonwealth's prior consent.

- (c) Loading Location and Unloading Location rotation shall be in the Commonwealth's option. It is the sole responsibility of the Supplier and the Master to ensure that a Vessel (prior such Vessel's arrival) can satisfy all Loading Location and Unloading Location port and berth restrictions, including applicable size, draft, length, beam, air draft, mooring configuration and compatibility with the berth.

14 CARGO SPACES

14.1 Cargo Spaces

- (a) At the Loading Location a Vessel's holds or cargo tanks shall be suitable in all respects to receive the Cargo to be loaded under a Requisition Order to the satisfaction of an independent surveyor or such recognised local authority as any Law or shippers may require.
- (b) If a Vessel's holds or cargo tanks are found to be unsuitable, any time lost until the Vessel is accepted and is ready in all respects as if the Vessel had not originally been rejected to load, shall not count as Laytime or as time on Demurrage. Any expenses directly attributable thereto, including shifting costs and standby of trucks, labour and mechanical equipment, shall be for the Supplier's account.
- (c) In relation to bulk carriers, a Vessel's holds and tank tops shall be suitable for the utilisation of grabs and any other mechanical equipment used in loading, discharging and trimming operations. No Cargo shall be loaded in any space which is inaccessible or unsuitable for such equipment.
- (d) Each Vessel shall give, free of expense to the Commonwealth, full use of its lighting on deck and in the cargo compartments, which shall be adequate for all cargo operations.

15 BILLS OF LADING

15.1 Bills of Lading

- (a) The Master shall authorise the agents at load port to sign and release on the Master's behalf three negotiable Bills of Lading, at any time the Commonwealth or shippers' request this for any quantity loaded up to that time.
- (b) Shippers' weights in accordance with the shore scales, shore tally, weighbridge, flow meters or draft survey (in the Commonwealth's sole option) at the loading port shall be accepted as tonnage shipped and Mate's Receipts shall be drawn up accordingly. Bills of Lading are always to be drawn up in conformity with the Mate's Receipts. Upon completion of loading, the Supplier shall release three negotiable Bills of Lading, called 'Freight Payable as per Charter Party', to shippers or their representatives.
- (c) If requested by the Commonwealth, the Master shall release all or part of the Cargo at the Unloading Location without presentation of original Bills of Lading. Prior to discharge, the Commonwealth or receiver (at the Commonwealth's option) shall provide Supplier with a letter of indemnity in accordance with Supplier's P&I Club form but without a bank guarantee. Such letter of indemnity shall automatically become null and void, and shall be promptly returned to the

Commonwealth or receiver, upon presentation of the original Bill of Lading to Supplier or Master.

- (d) Notwithstanding anything contained in these Additional Charter Terms, the Commonwealth may, at its sole discretion, require the Supplier to issue and sign in electronic form, and transmit electronically, any Bill of Lading to be issued pursuant to this clause 15, such a Bill of Lading being an "eDoc".
- (e) The parties agree that any applicable requirement of law, contract, custom or practice that any Bill of Lading issued pursuant to a Requisition Order shall be made or evidenced in writing, signed or sealed, shall be satisfied by such eDoc, and the parties agree not to contend, in any dispute arising out of or in connection with any eDoc, or any eDoc which has been converted to paper, that such eDoc is invalid on the grounds that it is not in writing or that it is not equivalent to an original paper document signed by hand, or, as the case may be, sealed. Specifically, eDocs systems which shall be used for these purposes include the ESS-DatabridgeTM.

16 STEVEDORE DAMAGE

16.1 Stevedore Damage

- (a) Any stevedore damage to a Vessel at any loading or discharging ports (including the Loading Location or an Unloading Location) shall be settled between the Supplier and the stevedores. The Commonwealth shall render all reasonable assistance to the Supplier in the pursuit of the Supplier's claim against the stevedores for settlement of damage to a Vessel caused by the stevedores.
- (b) Stevedore damage affecting seaworthiness, or the proper working of a Vessel and its equipment shall be repaired without delay before such Vessel sails from the port where such damage was caused and shall be paid for by the Supplier.

17 SURVEYS

17.1 Surveys

- (a) If a draft survey is required to establish the Bill of Lading weight in accordance with clause 15, the Commonwealth, shipper or receiver shall appoint and pay for the surveyor. Time used for the draft survey shall neither count as Laytime nor time on Demurrage.
- (b) While the surveyor is conducting the draft survey, the Master shall not conduct any ballasting operations at Loading Locations and Unloading Locations without obtaining permission from the Commonwealth. A Vessel is not to take on, release or switch from one tank or other compartments to another any ballast, fresh water or fuel oil.
- (c) If required, a hold cleanliness survey shall be carried out by a surveyor jointly appointed by the Supplier and the Commonwealth with the costs shared equally.

18 STRIKE CLAUSE

18.1 Strike Clause

- (a) Time lost in loading and/or discharging by reason of any of the following causes shall neither count as Laytime nor time on Demurrage: strikes, lockouts or

stoppages of personnel or ban or limitation on work or restraint of labour connected with mining, production, port or facility services or any transport and/or handling of the Cargo whether inland or at the port or facility (a strike, lockout or stoppage). Furthermore, the Commonwealth, shippers or receivers shall not be liable or otherwise responsible for delays in loading and/or discharging a Vessel if prevented or obstructed by any of the foregoing causes.

- (b) If there is a strike, lockout or stoppage, as defined above, at the loading port or facility (including the Loading Location) prior to a Vessel's arrival there, the Supplier may request from the Commonwealth a declaration as to whether the Commonwealth agrees to maintain the voyage calculating Laytime as if there were no strike, lockout or stoppage. If the Commonwealth has not made such a declaration within 48 hours (excluding weekends) of such request, the Supplier then has the option of cancelling the voyage without any Liability to the Commonwealth.
- (c) The Supplier shall have the liberty to sail from a loading port or loading facility (including the Loading Location) affected by strike, lockout or stoppage as defined above, without the Cargo, or to sail with any Cargo forming part of the intended shipment on expiry of 48 hours' notice of the Supplier's intention to do so, which in any case shall not be declared by the Supplier until at least 72 hours have elapsed since a Vessel's arrival at or off the port or facility so affected. The Supplier's 48-hour notice shall be invalidated by the cessation of the strike, lockout or stoppage within this notice period. If the Vessel sails with part of the intended shipment the Commonwealth shall pay Freight only on the Cargo quantity actually loaded and the Supplier shall have liberty to complete with other cargo en-route for its own account.

19 DUES AND TAXES

19.1 Dues and Taxes

- (a) The Supplier shall pay all dues, charges and taxes customarily levied on a Vessel (including any income or freight tax applicable at or in the loading ports or jurisdiction in question, howsoever the amount thereof may be assessed), as well as taxes levied on the Freight.
- (b) The Commonwealth shall pay all dues, charges, duties and taxes customarily levied on the Cargo, howsoever the amount thereof may be assessed. The Supplier shall pay all canal, lock, seaway and any other river or waterway tolls, dues and charges, howsoever the amount thereof is assessed.

20 LIBERTY

20.1 Liberty

- (a) A Vessel shall have the liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to call at any port or place for oil fuel supplies and to deviate for the purpose of saving life or property, or for any other reasonable purpose whatsoever.

21 LIEN

21.1 Lien

- (a) Without limiting clause 6.3 of the COD, the Supplier shall not have any lien on the Cargo for Freight, deadfreight, Demurrage and general average contribution due to them under this Deed or any Requisition Order. The Supplier must not sell, dispose or otherwise encumber any part of the Cargo to satisfy a lien before giving the Commonwealth written notice of its intention to do so and the Commonwealth shall have 20 days in which to make any undisputed outstanding payments.
- (b) The Commonwealth shall remain responsible for deadfreight and Demurrage, incurred at the Loading Location and for Freight and Demurrage incurred at the Unloading Location.
- (c) All Liability of the Commonwealth shall cease on completion of loading, except for payment of Freight, deadfreight and Demurrage.

22 PROTECTIVE CLAUSES

Clauses 23 to 25 inclusive shall be deemed to be incorporated into any Requisition Order and all Bills of Lading issued under this Deed or any Requisition Order.

23 CLAUSE PARAMOUNT

23.1 Clause Paramount

- (a) The *International Convention for the Unification of Certain Rules of Law* relating to Bills of Lading signed at Brussels the 25th of August 1924 (the **Hague Rules**) as amended by the protocol signed at Brussels on 23 February 1968 (the **Hague-Visby Rules**) or any national legislation giving effect to such Rules as enacted in the country of shipment shall apply to a Requisition Order and to any Bills of Lading issued hereunder.
- (b) When neither the Hague-Visby Rules nor any national legislation giving effect to such Rules are enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments. When there is no enactment of the Hague-Visby Rules nor any national legislation giving effect to such Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to a Requisition Order and to any Bills of Lading issued hereunder save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to a Requisition Order and to any Bills of Lading issued hereunder.
- (c) The Protocol signed at Brussels on 21 December 1979 (the **SDR Protocol 1979**) shall apply where the Hague-Visby Rules or any national legislation giving effect to such Rules apply, whether mandatorily or as a matter of contract.
- (d) Save where the Hague or Hague-Visby Rules or any national legislation giving effect to such Rules apply by reason of this clause 23.1, a Requisition Order shall take effect subject to any national law in force at the port of shipment, place of issuance of any Bill(s) of Lading which may have been issued hereunder or the Unloading Location making the United Nations Convention on the *Carriage*

of Goods by Sea 1978 (the **Hamburg Rules**) compulsorily applicable to any Bill(s) of Lading in which case both the Requisition Order and any Bill(s) of Lading issued hereunder shall have effect subject to the Hamburg Rules which shall nullify any stipulation derogating therefrom to the detriment of the shipper, consignee and/or the Commonwealth.

- (e) Without limiting clause 6.1 of the COD, the Supplier shall in no case be responsible for loss of or damage to Cargo arising prior to delivery of the Cargo by the Commonwealth to the Supplier at the relevant Loading Location, after the delivery and unloading of the Cargo by the Supplier to the Commonwealth at the relevant Unloading Location, or while the Cargo is in the charge of another carrier, or with respect to deck cargo and live animals save as may be stated in the Hague or Hague-Visby or Hamburg Rules or any national legislation giving effect to such Rules (if applicable).

24 BOTH TO BLAME COLLISION CLAUSE

- (a) If the liability for any collision in which a Vessel is involved while performing any Requisition Order falls to be determined in accordance with the laws of the United States of America, the following provision shall apply:

"If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of the Supplier in the navigation or in the management of the Vessel, the owner of the cargo carried hereunder will indemnify the Supplier against all loss, or liability to the other or non-carrying vessel or its owner in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owner of the said cargo, paid or payable by the other or non-carrying vessel or its owner to the owner of the said cargo and set off, recouped or recovered by the other or non-carrying vessel or its owner as part of their claim against the carrying vessel or carrier."

The foregoing provision shall also apply where the owner, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessel or objects are at fault in respect of a collision or contact."

- (b) The Commonwealth shall procure that all Bills of Lading issued under a Requisition Order shall contain a provision in the foregoing terms to be applicable where the liability for a collision in which the Vessel is involved falls to be determined in accordance with the laws of the United States of America.

25 GENERAL AVERAGE AND NEW JASON CLAUSE

25.1 General Average and New Jason Clause

- (a) General Average shall be adjusted and settled in London according to the York-Antwerp Rules 2016, according to English law and practice. If, notwithstanding the provisions of this clause 25, the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:

"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Supplier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Supplier in general average to the payment of any sacrifices, losses, or expenses of a

general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

If a salving Vessel is owned or operated by Supplier, salvage shall be paid for as fully as if the said salving Vessel or Vessels belonged to strangers. Such deposit as the Supplier, or its agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to Supplier before delivery."

26 PIRACY

26.1 Piracy

- (a) If, after entering into a Requisition Order, in the reasonable judgment of the Master or the Supplier, any port, place, area or zone, or any waterway or canal (**Area**) on any part of the route which is normally and customarily used on a voyage of the nature contracted for becomes dangerous, or the level of danger increases, to the Vessel, Cargo, crew or other persons on board the Vessel due to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure (**Piracy**), the Supplier shall be entitled to take a reasonable alternative route to the Unloading Location and, if it so decides, immediately give notice to the Commonwealth that such route will be taken. Should a Vessel be within any such place as aforesaid which only becomes dangerous, after entry, it shall be at liberty to leave it.
- (b) In any event, if a Vessel proceeds to or through an Area exposed to the risk of Piracy, the Supplier shall have the liberty:
 - (i) to take reasonable preventative measures to protect the Vessel, crew and Cargo including re-routeing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel and/or deploying equipment on or about a Vessel (including embarkation/disembarkation);
 - (ii) to comply with the requirements of the Supplier's insurers under the terms of a Vessel's insurance(s);
 - (iii) to comply with all orders, directions, recommendations or advice given by the Flag State or other Governmental Authority to whose Laws the Supplier is subject, or any other Government, body or group (including military authorities) whatsoever acting with the power to compel compliance with their orders or directions; and
 - (iv) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other supranational body, which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Supplier is subject, and to obey the orders and directions of those who are charged with their enforcement.
- (c) This clause 26 shall be incorporated into any bill of lading, waybills or other documents evidencing contracts of carriage (**Contracts of Carriage**) issued pursuant to this Deed or any Requisition Order. The Commonwealth shall indemnify Supplier against all consequences or liabilities that may arise from the Master signing Contracts of Carriage as presented to the extent that the terms of such Contracts of Carriage impose or result in the imposition of more onerous

liabilities upon Supplier than those assumed by the Supplier under this clause 26.

- (d) If in compliance with this clause 26 anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of a Requisition Order. If a conflict between the provisions of this clause 26 and any implied or express provision of a Requisition Order, this clause 26 shall prevail.

27 WAR RISKS (VOYWAR 2013)

27.1 War Risks

- (a) For the purpose of this clause 27, **War Risks** shall include any actual, threatened or reported war, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and/or violent robbery and/or capture/seizure; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the government of any state or territory whether recognised or not, which, in the reasonable judgement of the Master and/or the Supplier, may be dangerous or may become dangerous to the Vessel, Cargo, crew or other persons on board the Vessel.
- (b) If at any time before a Vessel commences loading, it appears that, in the reasonable judgment of the Master and/or the Supplier, that performance of the Requisition Order, or any part of it, may expose the Vessel, Cargo, crew or other persons on board the Vessel to War Risks, the Supplier may give notice to the Commonwealth requesting the Commonwealth to cancel the relevant Requisition Order, or may refuse to perform such part of it as may expose the Vessel, Cargo, crew or other persons on board the Vessel to War Risks; provided always that if a Requisition Order provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Commonwealth the Vessel, Cargo, crew, or other persons on board the Vessel may be exposed to War Risks, the Supplier shall first require the Commonwealth to nominate any other safe port which lies within the range for loading or discharging, and may only cancel the Requisition Order if the Commonwealth shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.
- (c) The Supplier shall not be required to continue to load Cargo for any voyage, or to sign bills of lading, waybills or other documents evidencing contracts of carriage for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the Cargo commences, or at any stage of the voyage thereafter before the discharge of the Cargo is completed, that, in the reasonable judgment of the Master or the Supplier, a Vessel, Cargo, crew or other persons on board a Vessel may be exposed to War Risks. If it should so appear, the Supplier may by notice request the Commonwealth to nominate a safe port for the discharge of the Cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Commonwealth shall not have nominated such a port, the Supplier may discharge the Cargo at any safe port of its choice (including the Loading Location) in complete fulfilment of a Requisition Order. The Supplier shall be entitled to recover from the Commonwealth the extra expenses of such discharge and, if the discharge takes place at any port other than the Loading Location, to receive the full Freight as though the Cargo had been carried to the Unloading Location and if the extra distance exceeds 100 miles, to additional

freight which shall be the same percentage of the Freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Supplier having a lien on the Cargo for such expenses and Freight.

- (d) If at any stage of the voyage after the loading of the Cargo commences, it appears that, in the reasonable judgment of the Master and/or the Supplier, the Vessel, Cargo, crew or other persons on board the Vessel may be exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the Unloading Location, the Supplier shall give notice to the Commonwealth that this route will be taken. In this event the Supplier shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the Freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.
- (e) The Supplier may effect War Risks insurance in respect of the Vessel and any additional insurances that Supplier reasonably require in connection with War Risks and the premiums therefor shall be for its account.
- (f) If, pursuant to the Commonwealth's orders, or in order to fulfil the Supplier's obligations under any Requisition Order, a Vessel proceeds to or through any area or areas exposed to War Risks, the Commonwealth shall reimburse to the Supplier any additional premiums required by the Supplier's insurers. If a Vessel discharges all of its cargo (including the Cargo) within an area subject to additional premiums as herein set forth, the Commonwealth shall further reimburse the Supplier for the actual additional premiums paid from completion of discharge until the Vessel leaves such area or areas. The Supplier shall leave the area or areas as soon as possible after completion of discharge.
- (g) All payments arising under clauses 27.1(c), 27.1(d), 27.1(e) and 27.1(f) shall be included in the Supplier's Payment Claim and submitted to the Commonwealth for Approval in accordance with this Deed.
- (h) A Vessel shall have liberty:
 - (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of Cargo, delivery, or in any other way whatsoever, which are given by the government of the Flag State, or other Governmental Authority to whose laws the Supplier is subject, or any other Governmental Authority whether recognised or not, body or group whatsoever acting with the power to compel compliance with their orders or directions;
 - (ii) to comply with the requirements of the Supplier's insurers under the terms of the Vessel's insurances;
 - (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Supplier is subject, and to obey the orders and directions of those who are charged with their enforcement;
 - (iv) to discharge at any alternative port any Cargo or part thereof which may expose the Vessel to being held liable as a contraband carrier;

- (v) to call at any alternative port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that it may be subject to internment, imprisonment, detention or similar measures; and
- (vi) where Cargo has not been loaded or has been discharged by the Supplier under any provisions of this clause 27, to load other cargo for the Supplier's own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.
- (i) The Commonwealth shall indemnify the Supplier for claims arising out of the Vessel proceeding in accordance with any of the provisions of clause 27.1(h)(ii) to clause 27.1(h)(vi) which are made under any Bills of Lading, waybills or other documents evidencing contracts of carriage.
- (j) When acting in accordance with any of the provisions of clauses 27.1(h)(ii) to clause 27.1(h)(vi) of this clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the relevant Requisition Order.

ATTACHMENT F**REQUISITION CONDITIONS OF QUOTATION****1 GENERAL CONDITIONS**

1.1 Overview of the Tasking Statement Process

- (a) A Tasking Statement is an invitation to treat and, to the extent permitted by law, no binding Requisition Order (including process contract) or other understanding on any basis whatsoever will exist between the Commonwealth and the Supplier unless and until a Requisition Order is signed by the Commonwealth and the Supplier.
- (b) To the extent permitted by law, the Commonwealth has no liability to the Supplier for any compensation on any basis whatsoever in connection with the Supplier's participation in a Tasking Statement process and the Commonwealth will not be responsible for any costs or expenses incurred by any Supplier in preparation or lodgement of a Quotation.
- (c) The provisions of a Tasking Statement are in addition to, and do not limit or affect, any other rights of the Commonwealth or obligations of the Supplier under this Deed or any Requisition Order. For the avoidance of doubt, all applicable terms of the COD and Attachments will apply to the Tasking Statement process including the confidentiality obligations in clause 9.5 of the COD and the applicable policy requirements in clause 10 of the COD.

1.2 Amendment of Tasking Statement

- (a) The Commonwealth may amend any Tasking Statement by giving the Supplier timely written notice of an amendment. If the Commonwealth amends a Tasking Statement after Quotations have been submitted, it may seek amended Quotations.
- (b) The Supplier will have no claim against the Commonwealth or any Commonwealth Personnel for any failure to inform the Supplier of an amendment to a Tasking Statement, or any failure to seek amended Quotations, or any other matter arising in connection with an amendment to a Tasking Statement.

1.3 Commonwealth Rights in relation to a Tasking Statement

- (a) Without limiting the Commonwealth's other rights under a Tasking Statement, at law or otherwise, the Commonwealth may at any stage of a Tasking Statement process do all or any of the following:
 - (i) suspend, defer or terminate the Tasking Statement process, or any activity within the Tasking Statement process, at any time;
 - (ii) enter into discussions or negotiations with one or more suppliers;
 - (iii) allow any supplier to change their quotation at any time;
 - (iv) exclude the Supplier from further participation in a Tasking Statement process:
 - (A) if an Insolvency Event occurs in relation to the Supplier or any of its Related Bodies Corporate;

- (B) if the Supplier's Quotation is incomplete or clearly non-competitive;
 - (C) if a representation or warranty given by the Supplier in its Quotation is false or misleading; or
 - (D) if the Commonwealth considers that the Supplier's Quotation does not comply with any format requirements specified in the Tasking Statement;
- (v) contract with the Supplier for only some of the Services contemplated under a Tasking Statement or tendered by the Supplier and/or contract with more than one supplier for the Services;
 - (vi) not enter into any Requisition Order or other contract for the Services contemplated under a Tasking Statement;
 - (vii) conduct subsequent procurement processes for the Services under a Tasking Statement; and
 - (viii) accept a quotation or enter into any form of contractual arrangement with any supplier without prior notice to any other supplier.
- (b) Any time or date in a Tasking Statement is for the convenience of the Commonwealth. The establishment of a time or date in a Tasking Statement does not create an obligation on the part of the Commonwealth to take any action or exercise any right established in the Tasking Statement or otherwise.

1.4 Australian Government Requirements

- (a) The Commonwealth will not enter into a Requisition Order with the Supplier if it has a judicial decision against it (including overseas jurisdictions but excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid.

2 TASKING STATEMENT PREPARATION AND LODGEMENT

2.1 Supplier to inform itself

- (a) The Supplier may rely on information in a Tasking Statement, or any information communicated or provided by the Commonwealth to the Supplier during a Tasking Statement process, for the purposes of preparing its Quotation.
- (b) Subject to clause 2.1(a), the Commonwealth makes no representations or warranties that the information in a Tasking Statement or provided by the Commonwealth to the Supplier is, or will be, accurate, current or complete.
- (c) The Supplier is solely responsible for:
- (i) examining a Tasking Statement, any documents referenced in or attached to a Tasking Statement and any other information made available by the Commonwealth to the Supplier in connection with a Tasking Statement process;
 - (ii) obtaining and examining all further information which is obtainable by the making of reasonable inquiries and inspections relevant to the risks, contingencies, and other circumstances having an effect on its Quotation;

- (iii) seeking clarification where further information has been communicated or provided to the Supplier, or otherwise communicated by the Commonwealth, which is or appears to be inconsistent with the information in a Tasking Statement; and
 - (iv) satisfying itself that its Quotation is accurate, complete and not misleading.
- (d) The Supplier is solely responsible for informing itself of the export control status of the Services and for ensuring its compliance with Australian and foreign government controls related to the export of defence and dual-use goods, including if the export is from an Australian supplier to an overseas Subcontractor or Related Body Corporate for the purposes of providing the Services to the Commonwealth. To the extent reasonably practicable, the Commonwealth will, on request by the Supplier, provide the Supplier with such assistance as the Commonwealth is reasonably able to furnish in order to facilitate the Supplier's compliance with this clause 2.1(d).

2.2 Contact Officer and Tasking Statement inquiries

- (a) The Supplier must direct any questions or concerns regarding a Tasking Statement in writing to the Contact Officer specified in a Tasking Statement.
- (b) Any question or concern submitted by the Supplier is submitted on the basis that the Commonwealth may circulate it and the Commonwealth's response to all other suppliers without disclosing the source of the question or concern, Confidential Information or the substance of the proposed Quotation.

2.3 Lodgement of Quotations

The Supplier will lodge its Quotation in accordance with the requirements of a Tasking Statement.

2.4 Quotation Validity Period

- (a) The Supplier's Quotation submitted in response to a Tasking Statement must remain open for acceptance during the Quotation Validity Period specified in the Tasking Statement.
- (b) The Commonwealth may request an extension of the Quotation Validity Period.

2.5 Part Quotations and Alternative Proposals

- (a) The Commonwealth will not consider a Quotation for part of the Services.
- (b) The Commonwealth may consider an alternative proposal that does not comply with the requirements of a Tasking Statement. Any alternative proposal is to be submitted by the Supplier in accordance with the requirements specified in this clause 2.5.
- (c) The Commonwealth will not consider an alternative proposal unless the alternative proposal:
 - (i) is submitted as part of a Quotation that addresses the requirements of the Tasking Statement, and having regard to the Strategic Fleet Objectives and other provisions of the COD, including the circumstances in which the Commonwealth may consider the deployment of substitute and supplementary vessels;

- (ii) is clearly identified as an alternative proposal;
- (iii) complies with all essential requirements (if any) identified in the Tasking Statement; and
- (iv) is fully described by the Supplier, including to the extent reasonably necessary or appropriate:
 - (A) the advantages, disadvantages, limitations and capability of the alternative proposal;
 - (B) the extent to which the adoption of the alternative proposal would impact upon the Quotation that addresses the requirements of a Tasking Statement, including any financial impact, impact on the provision of the Services, and any other consequences of the alternative proposal; and
 - (C) contains sufficient and verifiable supporting information and data to enable a comparison of the alternative proposal against other quotations.
- (d) For the avoidance of doubt, alternative proposals are not required to constitute a complete quotation that addresses all of the requirements of a Tasking Statement (i.e. an alternative proposal may be proposed for only part of the scope of Services).

2.6 Evaluation and process

- (a) The Commonwealth may at any time during a Tasking Statement process:
 - (i) obtain additional information (whether that information is obtained through a Tasking Statement process or by any other means, including through contacting referees) relevant to the Supplier's Quotation;
 - (ii) use material tendered in response to one evaluation criterion in the evaluation of other criteria;
 - (iii) seek clarification or additional information from, and enter into discussions with, any or all of the suppliers in relation to their quotations;
 - (iv) shortlist one or more suppliers; and
 - (v) visit a supplier's or proposed subcontractor's facilities (including a vessel).
- (b) In assessing Quotations, the Commonwealth may take into account any supporting documentation or information provided or obtained under clause 2.6(a).
- (c) The Commonwealth may select a supplier as preferred supplier, but such selection:
 - (i) does not affect or limit the Commonwealth's rights or the Supplier's obligations under a Tasking Statement; and
 - (ii) is not a representation that any Requisition Order will be entered into between the Commonwealth and that supplier,

and the Commonwealth may recommence or commence negotiations under a Tasking Statement with any other supplier that has submitted a quotation whether or not that supplier has been selected as preferred supplier.

ATTACHMENT G**DEED OF GUARANTEE AND INDEMNITY****PARTIES**

Name	The Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts
ABN	86 267 354 017
Short form name	Commonwealth
Notice details	<i><insert notice details></i>

Name	<i><insert name of company></i>
ABN	<i><insert ABN></i>
Short form name	Guarantor
Notice details	<i><insert notice details></i>

BACKGROUND

- A The Commonwealth and the Supplier are a party to the Guaranteed Agreements.
- B The Commonwealth has requested, and the Supplier has agreed to procure this Deed from the Guarantor in favour of the Commonwealth in accordance with the Panel Deed.
- C The Guarantor has agreed to guarantee to the Commonwealth all of the Relevant Obligations and to indemnify the Commonwealth on the terms and conditions in this Deed.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the interpretation of this Deed, unless the contrary intention appears:

Authorisation means a licence, accreditation, permit, registration, regulatory approval, or other documented authority (however described), required by law.

Constitution means, in relation to any person, the constitution, or similar governing document(s), of that person (if any).

Corporations Act means the *Corporations Act 2001* (Cth).

Event of Default means any event which entitles the Commonwealth to terminate a Guaranteed Agreement for the Supplier's default.

Event of Insolvency means, in respect of a person:

- (a) the person:
 - (i) becoming insolvent;
 - (ii) ceasing to carry on all or a material part of its business; or
 - (iii) taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (b) the appointment of a "Controller" (as defined in the Corporations Act), a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;
- (c) the person becoming subject to external administration provided for in Chapter 5 of the Corporations Act;
- (d) the person suffering execution against, or the holder of a Security Interest or any agent on its behalf taking possession of, any of the person's property (including seizing the person's collateral within the meaning of section 123 of the *Personal Property Securities Act 2009* (Cth));
- (e) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (f) an order or resolution for the winding up or deregistration of the person;
- (g) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- (h) any analogous event under the law of any applicable jurisdiction.

Guaranteed Agreements means each of the following:

- (a) Panel Deed; and
- (b) Panel Deed Official Orders.

Guaranteed Money means all amounts the payment or repayment of which from time to time forms part of the Relevant Obligations and includes any amount recoverable as a debt to the Commonwealth in relation to a Guaranteed Agreement.

Panel Deed means the Deed of Standing Offer for the Strategic Fleet Pilot Program entered into between the Commonwealth and the Supplier on or about **<insert date>**.

Panel Deed Official Orders means all Official Orders executed by the Commonwealth and the Supplier pursuant to the Panel Deed.

Obligor means the Supplier or the Guarantor.

Power means any right, power, authority, discretion, remedy or privilege.

Relevant Obligations means all of the liabilities and obligations of the Supplier to the Commonwealth under or by reason of any Guaranteed Agreement and includes any liabilities or obligations of the Supplier which:

- (a) are liquidated or unliquidated;
- (b) are present, prospective or contingent;
- (c) are in existence before or come into existence on or after the date of this Deed; or
- (d) relate to the payment of money or the performance or omission of any act.

Security Interest means each of the following:

- (a) a security for the payment of money or performance of an obligation, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;
- (b) a "security interest" as defined in section 12(1) or (2) of the *Personal Property Securities Act 2009* (Cth); and
- (c) an agreement to create any of these or allow any of these to exist.

Supplier means **<insert Supplier's name and ABN>**.

Unpaid Sum means any sum due and payable by the Guarantor under this Deed but unpaid.

Working Day, in relation to the doing of an action in a place, means any day in that place other than:

- (a) a Saturday, Sunday or public holiday; and
- (b) any day within the two-week period that starts on:
 - (i) the Saturday before Christmas Day; or
 - (ii) if Christmas Day falls on Saturday, Christmas Day.

1.2 Interpretation

In this Deed, unless the contrary intention appears:

- (a) headings are for the purpose of convenient reference only and do not form part of this Deed;
- (b) the singular includes the plural and vice-versa;
- (c) where a word or phrase is given a defined meaning in this Deed, any other part of speech or grammatical form of such word or phrase has a corresponding meaning;
- (d) a reference to one gender includes any other;
- (e) a reference to a person includes a body politic, body corporate and a partnership;
- (f) if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action must be done no later than the end of the next Working Day;
- (g) a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- (h) a reference to a clause includes a reference to a sub-clause of that clause;
- (i) a reference to a "dollar", "\$", "\$A" or "AUD" means the Australian dollar;
- (j) a reference to a publication or Commonwealth policy is a reference to that publication or Commonwealth policy as in effect on the date of this Deed, but as updated or replaced from time to time;
- (k) a reference to a specification or other document is a reference to that specification or document as in effect on the date of this Deed or, alternatively, a reference to another version of the document if agreed in writing between the parties and, where applicable, approved by the Commonwealth;
- (l) the word "includes" in any form is not a word of limitation;
- (m) a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of this Deed;
- (n) a reference to time is to Australian Capital Territory local time, unless specified otherwise; and
- (o) a reference to a document (including any Guaranteed Agreement) is to that document as varied, novated, ratified, replaced or restated from time to time.

1.3 Joint and several liability

If the Guarantor comprises more than one party, the expression "Guarantor" refers to each person identified as a Guarantor, and the obligations of the Guarantors under this Deed bind each person identified as a Guarantor, jointly and severally.

1.4 Liability as guarantor and indemnifier

Any reference in this Deed to the obligations or liabilities of the Guarantor will be construed as a reference to its obligations or liabilities, whether as a guarantor or an indemnifier or both, under this Deed.

1.5 Principal obligation

Each obligation of the Guarantor under this Deed constitutes a principal obligation, not a secondary or ancillary obligation, such that, without limiting in any way the operation of any of the other provisions of this Deed, any limitation on the liability of the Guarantor which would otherwise arise by reason of its status as a guarantor, co-guarantor, indemnifier or co-indemnifier, is negated.

1.6 No bias against drafting party

No term or provision of this Deed will be construed against a party on the basis that this Deed or the term or provision in question was put forward or drafted by that party.

2 GUARANTEE

2.1 Guarantee

Subject to clause 2.4, the Guarantor irrevocably and unconditionally guarantees to the Commonwealth the due and timely performance by the Supplier of all the Relevant Obligations.

2.2 Performance of Relevant Obligations

Subject to clause 2.4, if the Supplier fails to perform any of the Relevant Obligations in accordance with the Guaranteed Agreements, the Guarantor must, in addition to its obligations under clause 2.3, on demand from time to time by the Commonwealth (and at the Commonwealth's election) immediately perform or cause to be performed, such Relevant Obligations as are required to be performed by the Supplier in accordance with the Guaranteed Agreements.

2.3 Payment by Guarantor

Subject to clause 2.4, if the Supplier does not pay any Guaranteed Money when due in accordance with the terms of the Guaranteed Agreements, the Guarantor must within three Working Days following demand by the Commonwealth, pay to the Commonwealth the Guaranteed Money which is then due and unpaid.

2.4 Limitation of liability

Subject to clauses 3(a)(ii), 4.1, 7.1 and 8.1(f), the Guarantor's liability pursuant to this Deed in respect of any Guaranteed Agreement will be no greater than it would have been if the Guarantor had been named jointly as the Supplier under the relevant Guaranteed Agreement.

3 INDEMNITY

- (a) The Guarantor, as a separate additional and primary liability, irrevocably and unconditionally indemnifies the Commonwealth against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense sustained or incurred by the Commonwealth arising out of or as a consequence of:
 - (i) subject to clause 2.4, any failure by the Supplier to perform the Relevant Obligations in accordance with the Guaranteed Agreements; or

- (ii) any obligation or liability that would otherwise form part of the Relevant Obligations being void, voidable or unenforceable against or irrecoverable from the Supplier for any reason (including the insolvency of the Supplier), whether or not the Commonwealth knew or ought to have known of that reason.

4 NATURE AND PRESERVATION OF LIABILITY

4.1 Absolute and unconditional liability

- (a) The liability of the Guarantor under this Deed:
 - (i) is absolute and is not subject to the performance of any condition precedent or subsequent; and
 - (ii) will not be affected by any act, omission, matter or thing which may release the Guarantor from that liability or reduce the liability of the Guarantor (other than an express release of the Guarantor from all of its liabilities under this Deed) including any of the following:
 - (A) the occurrence before, on or at any time after, the date of this Deed of any Event of Insolvency in relation to any Obligor;
 - (B) any Guaranteed Agreement or any payment or other act, the making or doing of which would otherwise form part of the Relevant Obligations being or becoming or being conceded to be frustrated, illegal, invalid, void, voidable, unenforceable or irrecoverable in whole or in part for any reason whether past, present or future;
 - (C) the Commonwealth granting time, waiver or other concession to, or making any composition, arrangement or compromise with any other Obligor (including to or with the Supplier in respect of the liability of the Guarantor) or any other person;
 - (D) the Commonwealth not exercising or delaying (whether deliberately, negligently, unreasonably or otherwise) in the exercise of any Power it has for the enforcement of any Guaranteed Agreement or any Relevant Obligation;
 - (E) the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Commonwealth or any other Obligor of any Guaranteed Agreement or any Relevant Obligation;
 - (F) any variation to any Guaranteed Agreement or any Relevant Obligation, whether or not that variation is substantial or material or imposes an additional liability on or disadvantages any Obligor;
 - (G) the full, partial or conditional release or discharge by operation of law of any other Obligor from any Guaranteed Agreement or any Relevant Obligation;
 - (H) the transfer, assignment or novation by the Commonwealth or any Obligor of all or any of its rights or obligations under any Guaranteed Agreement;

- (I) where any person, whether named as a party or not, does not execute a Guaranteed Agreement or the execution of any Guaranteed Agreement by any person is invalid, forged or irregular in any way; or
- (J) any failure by the Commonwealth to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known to, or which ought to have been known by, the Commonwealth relating to or affecting any Obligor at any time before or during the term of any Guaranteed Agreement, whether prejudicial or not to the rights and liabilities of the Guarantor and whether or not the Commonwealth was under a duty to disclose that fact, circumstance, event or thing to any Obligor.

4.2 **No merger**

The guarantee and indemnity from the Guarantor under this Deed is in addition to and does not merge with, postpone, lessen or otherwise prejudicially affect any Guaranteed Agreement or any other Power of the Commonwealth.

4.3 **No obligation to gain consent**

The Guarantor has no right or entitlement to consent to or be made aware of any event referred to in clause 4.1(a)(ii), any transaction between the Commonwealth and any Obligor or any particulars concerning any obligation or liability that forms part of the Relevant Obligations.

4.4 **Appropriation**

The Commonwealth is under no obligation to marshal or appropriate in favour of the Guarantor, or to exercise, apply, transfer or recover in favour of the Guarantor, any Security Interest or any funds or assets which the Commonwealth holds, has a claim on, has received or is entitled to receive, but may do so in the manner and order as the Commonwealth determines in its discretion.

4.5 **Void or voidable transactions**

If a claim that a payment to the Commonwealth in connection with this Deed or any Guaranteed Agreement is void or voidable (including a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld by a court of competent jurisdiction or conceded or compromised, then the Commonwealth is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this Deed if the payment had not occurred.

4.6 **Claim or demand on the Guarantor**

- (a) Where any Guaranteed Agreement obliges the Commonwealth to deliver a notice or demand to the Supplier or to comply with an obligation (including observing time periods for performance and Supplier opportunities to cure defaults) prior to the Commonwealth exercising a right under the relevant Guaranteed Agreement in respect of a failure by the Supplier to comply with a Relevant Obligation, the Commonwealth may deliver that notice or demand to the Supplier or comply with that obligation (including observing time periods for performance and Supplier opportunities to cure defaults) before making a demand under this Deed in respect of a failure by the Supplier to comply with that Relevant Obligation.
- (b) Subject to the Commonwealth complying with clause 4.6(a), the Guarantor agrees that the Commonwealth is not required to make any claim or demand on any

Obligor, or to otherwise enforce any Guaranteed Agreement or any other right, power or remedy against any other Obligor, before making any demand or claim on the Guarantor.

4.7 Waiver of rights

The Guarantor may not exercise any right of contribution, indemnity or subrogation which it might otherwise be entitled to claim and enforce against or in respect of any other Obligor before the Relevant Obligations are satisfied in full and irrevocably waives all of those rights of contribution, indemnity or subrogation it may have before the Relevant Obligations are satisfied in full.

5 REPRESENTATIONS AND WARRANTIES

5.1 General representations and warranties

- (a) The Guarantor represents and warrants to the Commonwealth that:
 - (i) this Deed constitutes its valid and legally binding obligation and is enforceable against it in accordance with its terms, subject to any necessary stamping and registration requirements and laws affecting creditors' rights generally;
 - (ii) the execution, delivery and performance of this Deed and each transaction contemplated by this Deed does not violate or breach any law or any document or agreement to which it is a party or which is binding on it or any of its assets;
 - (iii) all Authorisations required to be obtained by it in connection with the execution, delivery and performance of this Deed, the transactions contemplated by this Deed and the legality, validity and enforcement of this Deed have been obtained and are valid and subsisting and it is not aware of any breach of any of the conditions of any of those Authorisations or aware of any fact or circumstance which may cause any of those Authorisations to be suspended, forfeited, cancelled or rendered void;
 - (iv) no Event of Default has occurred which has not been remedied or waived in accordance with the terms of the relevant Guaranteed Agreement;
 - (v) it is not the trustee of any trust; and
 - (vi) it does not enjoy immunity from suit or execution in relation to its obligations under this Deed.

5.2 Corporate representations and warranties

- (a) The Guarantor represents and warrants to the Commonwealth that:
 - (i) it is duly registered and remains in existence;
 - (ii) its execution, delivery and performance of this Deed does not (and the transactions contemplated by this Deed do not) violate its Constitution nor, if the Guarantor is listed on a securities exchange, any listing requirements or business rules of the applicable securities exchange;
 - (iii) it has the power to enter into, deliver and perform this Deed and to carry out the transactions contemplated by this Deed;

- (iv) it has taken all corporate action required to enter into, deliver and perform this Deed and to carry out the transactions contemplated by this Deed; and
- (v) the entry into and the performance of its obligations under this Deed is in its best interests and for a proper purpose.

5.3 Representations and warranties repeated

Each representation and warranty in clauses 5.1 and 5.2 is repeated on each day while any of the Relevant Obligations remain outstanding with reference to the facts and circumstances then subsisting, as if made on each such day.

6 PAYMENTS

6.1 Payments on demand

All payments by the Guarantor under this Deed are to be made to the Commonwealth in Australian dollars in immediately available funds and on the due date specified in the notice to the Guarantor or if no due date is specified, within three Working Days following receipt of demand by the Commonwealth.

6.2 Payments of interest on Unpaid Sums

- (a) The Guarantor must pay default interest on all Unpaid Sums. Default interest will be calculated:

- (i) where a Guaranteed Agreement provides for the payment of default interest for late payment by the Supplier, in accordance with the relevant provisions of that Guaranteed Agreement; or
 - (ii) otherwise in accordance with clause 6.2(b).

- (b) Where this clause 6.2(b) applies, default interest will be calculated in accordance with the following formula:

$$\text{Default interest} = \frac{I\% \times P \times n}{365}$$

Where:

"I%" means the Australian Taxation Office sourced General Interest Charge rate current at the due date of payment of the Unpaid Sum expressed as a percentage;

"P" means the amount of the Unpaid Sum; and

"n" means the number of days after the due date for payment that the payment of the Unpaid Sum is made.

- (c) Notwithstanding any of the terms of the Guaranteed Agreements, default interest accruing under this clause 6.2 will be immediately payable by the Guarantor on demand by the Commonwealth.

6.3 No set-off or counterclaim

All payments by the Guarantor under this Deed must be without any set-off or counterclaim, and the Guarantor irrevocably waives any rights of set-off or counterclaim which it may have against the Commonwealth.

6.4 **Merger**

If the liability of the Guarantor to make any payment under this Deed becomes merged in any judgment or order, the Guarantor must as an independent obligation pay to the Commonwealth interest at the rate which is the higher of that payable under clause 6.2 and that fixed by or payable under the judgment or order.

6.5 **No deduction for taxes**

- (a) All payments by the Guarantor under this Deed must be without deduction or withholding for any present or future taxes, unless the Guarantor is compelled by law to deduct or withhold the same.
- (b) If the Guarantor is compelled by law to make any deduction or withholding from any payment under this Deed on account of taxes, the Guarantor must, on demand by the Commonwealth, pay to the Commonwealth any additional amounts necessary to ensure that the Commonwealth receives (after all deductions and withholdings for taxes) a net amount equal to the full amount which it would have been entitled to receive and retain had the deduction or withholding not been made.

7 **EXPENSES**

7.1 **Reimbursement**

The Guarantor must reimburse the Commonwealth on demand for, and must indemnify the Commonwealth against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense sustained or incurred by the Commonwealth arising out of or as a consequence of the Commonwealth exercising, enforcing or preserving, or attempting to exercise, enforce or preserve, any rights under this Deed. The limitation of liability in clause 2.4 does not apply to this clause.

8 **GOODS AND SERVICES TAX**

8.1 **Goods and services tax**

- (a) In this clause, 'GST' means a tax payable under a GST Law (as that expression is defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth)), and 'adjustment event', 'input tax credits', 'taxable supply' and 'tax invoice' have the respective meanings given to them by that Act. For the purposes of this clause 8, Supplier has the meaning given clause 8.1(b).
- (b) If a party (the 'Supplier') makes a taxable supply to another party in relation to this Deed or any matter or thing occurring under this Deed (the 'Recipient'), and the consideration otherwise payable for the taxable supply does not include GST, the Supplier will be entitled to recover from the Recipient the amount of any GST on the taxable supply, in addition to any other consideration recoverable for the taxable supply.
- (c) If the amount paid by the Recipient to the Supplier for GST differs from the actual amount of GST payable for the taxable supply (taking into account any adjustment events that occur in relation to the taxable supply), the following adjustments apply:
 - (i) if the amount paid by the Recipient exceeds the GST on the taxable supply, the Supplier will refund the excess to the Recipient; or

- (ii) if the amount paid by the Recipient is less than the GST on the taxable supply, the Recipient will pay the balance to the Supplier.
- (d) If a party is entitled to recover or be compensated for all or a proportion of its costs in relation to this Deed or any matter or thing occurring under this Deed, the amount of the recovery or compensation is reduced by the amount of (or the same proportion of the amount of) any input tax credits available in relation to those costs.
- (e) A party is not required to pay any amount for GST to another party unless a valid tax invoice has been issued for that GST.
- (f) Clause 2.4 does not limit the operation of this clause 8.

9 NO REPRESENTATION BY OR RELIANCE

- (a) The Guarantor acknowledges that:
 - (i) the Commonwealth does not have any duty to supply it with information in relation to or affecting the Supplier or the Commonwealth before the date of this Deed or during the term of any Guaranteed Agreement;
 - (ii) it has relied on its own inquiries as to the Supplier, the nature and extent of the entire relationship between the Supplier and the Commonwealth (whether or not recorded in the Guaranteed Agreements) and the nature and effect of the Guaranteed Agreements; and
 - (iii) it does not enter into this Deed in reliance on any representation, promise, statement, conduct or inducement by or on behalf of the Commonwealth, except for any inducement expressly set out in this Deed.

10 ASSIGNMENT AND NOVATION

Neither party may, without the prior written consent of the other party, assign, novate or otherwise transfer any of its rights or obligations under this Deed.

11 RESOLUTION OF DISPUTES

- (a) A party must not commence court proceedings relating to any dispute arising from this Deed except when that party seeks urgent relief from a court or when dispute resolution has failed under this clause 11. If a party fails to comply with this clause 11, the other party is not required to undertake dispute resolution for the dispute in accordance with clause 11.
- (b) The parties must use reasonable efforts to settle a dispute arising between them under this Deed and, if the dispute cannot be settled by negotiation (including negotiation between senior management of the parties) within 14 days (or such longer period as the parties may agree in writing), the parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.
- (c) The parties must at all times during the dispute continue to fulfil their obligations under this Deed.

12 MISCELLANEOUS

12.1 Notices

- (a) Unless the contrary intention appears, any notice or communication under this Deed will be effective if it is in writing and sent from and delivered to the Commonwealth or Guarantor, as the case may be, at the address specified on the first page of this Deed.
- (b) A notice given in accordance with this clause 12 is taken to be delivered:
 - (i) if hand delivered, when received at the address;
 - (ii) if sent by pre-paid post, in three Working Days when sent within Australia and in 8 Working Days when sent by air mail from one country to another; or
 - (iii) if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,

but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is taken to be received at 9.00am (recipient's local time) on the next Working Day.

12.2 Laws

The laws of the Australian Capital Territory apply to this Deed, and the courts of the Australian Capital Territory have non-exclusive jurisdiction to decide any matter relating to this Deed.

12.3 Entire agreement

This Deed represents the parties' entire agreement in relation to its subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

12.4 Further assurances

Each party will take the steps, sign the documents, and do all other acts and things as may be reasonably required by the other party to give effect to this Deed and to perfect the Powers afforded or created by this Deed.

12.5 Powers cumulative

The Powers conferred by this Deed on the Commonwealth are cumulative and in addition to all other Powers available to the Commonwealth by law or under any Guaranteed Agreement.

12.6 Form of demand

A demand on the Guarantor for payment under this Deed may be in any form and contain any information as the Commonwealth determines.

12.7 Severability

If any part of this Deed is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Deed will not be affected and will be read as if that part had been severed.

12.8 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, any Power provided by law or under this Deed by the Commonwealth does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other Power provided by law or under this Deed.
- (b) A waiver or consent given by the Commonwealth under this Deed is only effective and binding if it is given or confirmed in writing by the Commonwealth.
- (c) No waiver of a breach of a term of this Deed operates as a waiver of another breach of that term or of a breach of any other term of this Deed.

12.9 Consents

A consent required under this Deed from the Commonwealth may be given or withheld, or may be given subject to any conditions, as the Commonwealth (in its discretion) thinks fit, unless this Deed expressly provides otherwise.

12.10 Moratorium legislation

To the fullest extent permitted by law, all laws which at any time operate directly or indirectly to lessen or affect in favour of the Guarantor any obligation under this Deed are expressly waived.

12.11 Binding on each signatory

This Deed binds and is enforceable against the Guarantor despite:

- (a) any other person not executing this Deed or its execution being defective in any way; or
- (b) any obligation or liability of any other party under this Deed not being binding or enforceable against that party for any reason.

12.12 Counterparts

This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the Deed of each party who has executed and delivered that counterpart.

EXECUTION**Executed** as a deed.

Signed, sealed and delivered for and on behalf of the **Commonwealth of Australia** as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017) by:

.....
Signature of authorised representative.....
Signature of witness.....
Name of authorised representative
(BLOCK LETTERS).....
Name of witness
(BLOCK LETTERS).....
Date**[Note: Guarantor method of execution to be confirmed and approved by the Department.]**

ATTACHMENT H

DEED CHANGE PROPOSAL

This Deed Change Proposal proposes to amend the Strategic Fleet Deed of Standing Offer (the **Deed**) in accordance with clause 9.1 of the COD.

In this document, unless the context otherwise requires:

- (a) terms used have the meaning given in the Deed; and
- (b) clause and provision references are references to the Deed unless otherwise stated.

Item No	Description	Details
1.	DCP number	<insert>
2.	Raised by	<insert Supplier or Commonwealth as applicable>
3.	Date raised	<insert>
4.	Date of Commonwealth direction under COD clause 9.1(c) (if relevant)	<insert>
5.	Detailed description of the changes proposed	<identify the detailed changes to each provision of the COD / Attachments required >
6.	Proposed implementation date of the proposed changes	<insert>
7.	Plan for implementing the proposed changes	<insert>
8.	Foreseeable material impacts of the proposed change	<insert>
9.	Where the DCP is issued at the instance of the Supplier: (a) detailed justifications for issuing the DCP; (b) benefits of the proposed change for the Commonwealth (if any); and (c) risks of the proposed change for the Commonwealth (if any).	<insert>
10.	Effect of the proposed change on amounts payable under the Deed (if any)	<insert>
11.	Other relevant matters	<insert>

DEED

The Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017) (**Commonwealth**); and

<insert name of Supplier (ABN [insert ABN])> (**Supplier**),

agree that the Deed is amended as follows:

Note to drafters: Identify the textual amendment to be made to each provision of the Deed (including Attachments). The amendments may be listed separately or in a marked up version of the relevant document, or may specify that a document will be deleted and replaced with the document annexed to this DCP.

Executed as a deed.

Signed, sealed and delivered for and on behalf of the **Commonwealth of Australia** as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017) by:

.....
Signature of authorised representative

.....
Signature of witness

.....
Name of authorised representative
(BLOCK LETTERS)

.....
Name of witness
(BLOCK LETTERS)

.....
Date

[Note: Supplier method of execution to be confirmed and approved by the Department.]

Executed as a deed by [insert company name] ACN [insert ACN] in accordance with section 127 of the *Corporations Act 2001* (Cth):

.....
Director/company secretary

.....
Director

.....
Name of director/company secretary
(BLOCK LETTERS)

.....
Name of director
(BLOCK LETTERS)

ATTACHMENT I

CONTRACT CHANGE PROPOSAL

This Contract Change Proposal proposes to amend the Official Order specified below in accordance with clause 9.2 of the COD of the Strategic Fleet Deed of Standing Offer (the **Deed**).

In this document, unless the context otherwise requires:

- (a) terms used have the meaning given in the Deed; and
- (b) clause and provision references are references to the Deed unless otherwise stated.

Item No	Description	Details
1.	CCP number	<insert>
2.	Official Order number	<insert>
3.	Official Order name	<insert Official Order name and details>
4.	Raised by	<insert Supplier or Commonwealth as applicable>
5.	Date raised	<insert>
6.	Date of Commonwealth direction under COD clause 9.2(c) (if relevant)	<insert>
7.	Detailed description of the changes proposed	<identify the detailed changes to each provision of the Official Order and its Attachments required>
8.	Proposed implementation date of the proposed changes	<insert>
9.	Plan for implementing the proposed changes	<insert>
10.	Foreseeable material impacts of the proposed change	<insert>
11.	Where the CCP is issued at the instance of the Supplier: (a) detailed justifications for issuing the CCP; (b) benefits of the proposed change for the Commonwealth (if any); and	<insert>

Item No	Description	Details
	(c) risks of the proposed change for the Commonwealth (if any).	
12.	Effect of the proposed change on amounts payable in respect of the Official Order	<insert>
13.	Other relevant matters	<insert>

AGREEMENT

The Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017) (**Commonwealth**); and

<insert name of Supplier (ABN [insert ABN])> (**Supplier**),

agree that Official Order (#<insert Official Order number>) under the Strategic Fleet Deed of Standing Offer is amended as follows:

Note to drafters: Identify the textual amendment to be made to each provision of the Official Order (including attachments to the Official Order). The amendments may be listed separately or in a marked up version of the relevant document, or may specify that a document will be deleted and replaced with the document annexed to this CCP.

Executed as an agreement.

Executed for and on behalf of the
Commonwealth of Australia as
represented by the Department of
Infrastructure, Transport, Regional
Development, Communications, Sport and
the Arts (ABN 86 267 354 017) by:

.....
Signature of authorised representative

.....
Signature of witness

.....
Name of authorised representative
(BLOCK LETTERS)

.....
Name of witness
(BLOCK LETTERS)

.....
Date

[Note: Supplier method of execution to be confirmed and approved by the Department.]

Executed as an agreement by [insert
company name] ACN [insert ACN] in
accordance with section 127 of the
Corporations Act 2001 (Cth):

Director/company secretary

Director

Name of director/company secretary
(BLOCK LETTERS)

Name of director
(BLOCK LETTERS)

Date

ATTACHMENT J

GLOSSARY

1. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description
ABN	Australian Business Number
ACN	Australian Company Number
ACM	Asbestos Containing Material
AGSR	Australian General Shipping Register
AIP	Australian Industry Participation
AMSA	Australian Maritime Safety Authority
ATO	Australian Taxation Office
COD	Conditions of Deed
CCP	Contract Change Proposal
DCP	Deed Change Proposal
ECA	Emission Control Area
GFM	Government Furnished Material
GST	Goods and Services Tax
IACS	International Association of Classification Societies
ICS	International Chamber of Shipping
IMO	International Maritime Organisation
IP	Intellectual Property
IPP	Indigenous Procurement Policy
ISO	International Organization for Standardization
OCIMF	Oil Companies International Maritime Forum
SDS	Safety Data Sheet
SIGTTO	Society of International Gas Tanker and Terminal Operators Limited
SOLAS	International Convention for the Safety of Life at Sea 1974
SOW	Statement of Work
UTC	Universal Co-ordinated Time
WHS	Work Health and Safety

2. DEFINITIONS

Term	Definition
Accounting Standards	means the standards of that name maintained by the Australian Accounting Standards Board, or such other accounting standards as may be generally accepted and consistently applied in Australia and Approved by the Commonwealth.
Additional Charter Terms	means the additional terms and conditions which apply to each Requisition Order as indicated in Attachment E and the relevant Requisition Order.
Adjustment Note	has the same meaning as in the GST Act.
AMSA	means the Australian Maritime Safety Authority.
Annex	means a document identified as an annex to an Attachment.
Annual Performance Report	means the annual performance report to be submitted by the Supplier in respect of its performance under this Deed and each Official Order in accordance with clause 9.8 of the COD.
Approval	means the act of the Commonwealth Representative approving, in writing, a particular claim, proposal, document or course of action as a basis for further work under this Deed or an Official Order. 'Approve' and 'Approved' have a corresponding meaning.
Area	has the meaning given in clause 26.1(a) of the Voyage Charter Terms.
Asbestos Containing Material or ACM	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Attachment	means a document identified as an attachment to the COD and includes any Annexes to that Attachment.
Australian General Shipping Register or AGSR	means the Australian general shipping register referred to in subsection 56(1) of the <i>Shipping Registration Act 1981</i> (Cth).
Australian Privacy Principles	has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Authorisation	means a licence, accreditation, permit, registration, regulatory approval, trading and classification certificate or other documented authority (however described), required by Law or the Flag State, and necessary for the provision of the Services or the performance of this Deed or any Official Order, including: a. clearances or approvals (including visa approvals applicable for entry/exit requirements) by the Department to Home Affairs and any relevant equivalent overseas agencies or bodies; b. all approvals and certifications relating to the carriage of any Dangerous Goods on the Vessel issued by the AMSA or other relevant Governmental Authority; and c. if applicable, clearances or approvals required by the Department of Agriculture, Fisheries and Forestry and any other applicable Governmental Authority.

Term	Definition
Authorised Person	of a party, means a person to whom the party has delegated a function, or whom the party has authorised to carry out a function, in accordance with clause 2.4 of the COD.
Benchmark Value	means the amount determined by the Benchmarker as a result of Benchmarking in accordance with clause 5.8 of the COD, which is the current market amount charged for services that are similar to the Services.
Benchmarker	means a person appointed pursuant to clause 5.8 of the COD to conduct Benchmarking.
Benchmarking	means a process and associated activities conducted in accordance with clause 5.8 of the COD to determine whether the Hire Rate, applicable Freight rates, and other amounts paid or payable by the Commonwealth for Services under this Deed and any Official Order are competitive with the then current market for services that are similar to the Services. For clarity, the amounts paid or payable that may be subject to Benchmarking include any: - Hire Rate; - pilotage fee; - Freight rate; and - other amount paid or payable under this Deed or any Official Order.
berth	means a specific place where a Vessel is to load or discharge, including any wharf, anchorage, offshore facility or other location used for that purpose.
Bill of Lading	means a bill of lading issued under and in accordance with the Time Charter Terms or the Voyage Charter Terms (as applicable) in a form acceptable to the Commonwealth.
Cargo	means any item that the Commonwealth requires the Supplier to transport for the purposes of a Requisition Order. Cargo includes GFM that is specified within a Requisition Order to be transported by the Supplier as Cargo on a Vessel, but not otherwise.
Chain of Responsibility Laws	means any law or regulation relating to chain of responsibility obligations, including laws and regulations relating to driver fatigue, mass, dimension, load restraint, dangerous goods and the operation and use of heavy vehicles.
Change of Control	means: - a body corporate or entity that Controls the Supplier or the Guarantor ceases to Control the Supplier or the Guarantor; - a body corporate or entity that does not Control the Supplier or the Guarantor comes to Control the Supplier or the Guarantor; - where the Supplier or the Guarantor is either a partnership or sole trader, any transfer or assignment of any interest in the relevant partnership or sole trader; or - where there is any transfer or assignment of any ownership or interest in a Vessel.

Term	Definition
Claim	means a claim, allegation, demand, dispute, suit, action, judgment or proceeding of any kind, including by way of legal or court proceedings, proceedings in the nature of arbitration, mediation or other methods of dispute resolution and administrative claims and proceedings (whether or not before a tribunal).
Class or Classification	means a Vessel's class or classification notation.
Classification Society	means a private organisation implementing technical standards for the construction and operation of ships and offshore structures, and more specifically refers to a classification society which is a member of IACS.
Commercial Material	means any Contract Material that is: - available to the general public or in the market for goods and services for supply on standard commercial terms, and is able to be used for its intended purpose under this Deed or any Official Order without development or modification (except for any minor modification or reconfiguration that is necessary and commonly required to use the Contract Material), but does not include information that was created, manufactured or produced by the Supplier or a Related Body Corporate of the Supplier; or - free and open source software.
Commissioner of Taxation	the Commissioner of Taxation appointed in accordance with the <i>Taxation Administration Act 1953</i> (Cth).
Commonwealth Agency	means: - a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth legislation or an instrument made under that legislation (including a local authority); - a body established by the Governor-General or by a Minister of State or the Commonwealth, including departments; or - an incorporated company over which the Commonwealth exercises control. For clarity, a Commonwealth Agency includes the Department of Defence, the Department of Foreign Affairs and Trade, the Department of Home Affairs and the National Emergency Management Agency.
Commonwealth Data	means all data and information (including Personal Information) relating to the Commonwealth and its operations, facilities, customers, Personnel, assets and programs in whatever form that information may exist that is provided to or accessed by the Supplier or Supplier Personnel or transmitted, stored or hosted on the Supplier's systems, networks, devices or equipment in connection with this Deed or any Official Order.
Commonwealth Default	means a Default by the Commonwealth or a Commonwealth Officer.
Commonwealth Officer	means any of the following: - a Minister of State for the Commonwealth; - a person employed or engaged under the <i>Public Service Act 1999</i> (Cth) or the <i>Members of Parliament (Staff) Act 1984</i> (Cth);

Term	Definition
	c. a member of the Australian Defence Force and equivalents from other organisations on exchange to the Australian Defence Force; and d. a member of the Australian Federal Police.
Commonwealth Personnel	means any Commonwealth Officers and any other agents of the Commonwealth.
Commonwealth Premises	means any of the following that is owned, leased, occupied or operated by the Commonwealth: a. an area of land or any other place (whether or not it is enclosed or built on); b. a building or other structure; and c. a vehicle, a vessel (but does not include a Vessel) or an aircraft.
Commonwealth Property	means property of any kind owned or leased by, or in the possession of, the Commonwealth. Commonwealth Property includes GFM and Commonwealth Data, but does not include a Vessel.
Commonwealth Representative	means the Commonwealth's representative for this Deed and any Official Order as specified in the Deed Details Schedule and as may be replaced from time to time in accordance with clause 2.3 of the COD.
Commonwealth Supplier Code of Conduct or Code	means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.
Conditions of Deed or COD	means clauses 1 to 11 of this Deed.
Confidential Information	means: a. any information in this Deed that is identified in Attachment K; and b. any other information: (i) that is commercially sensitive (not generally known or ascertainable); (ii) the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and (iii) that was provided with an express or implied understanding that it would remain confidential, but does not include information which: c. is or becomes public knowledge other than by breach of this Deed or any Official Order; d. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or e. has been independently developed or acquired by the receiving party.
Contamination	means the presence in, on or under land, air or water of a substance or emission (whether solid, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is normally present in, on or under the land, air or water in the same locality, that presents a risk of Environmental Harm, including pollution and oil spill, harm to human health or any other aspect of the Environment, or could otherwise give rise to a risk of

Term	Definition
	non-compliance with any statutory requirement for the protection of the Environment.
Contract Change Proposal or CCP	has the meaning given by clause 9.2(b) of the COD.
Contract Material	means information reduced to a material form (whether stored electronically or otherwise) that is delivered or required to be delivered to the Commonwealth under this Deed or any Official Order.
Contracts of Carriage	has the meaning given in clause 26.1(c) of the Voyage Charter Terms.
Control	means, in relation to the Supplier or a Guarantor, any of the following: a. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the Supplier or the Guarantor; b. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the Supplier or the Guarantor; c. the ability to appoint or remove a majority of the directors of the Supplier or the Guarantor; d. the ability to exercise or control the exercise of the casting of a majority of the votes at the meeting of the board of directors of the Supplier or the Guarantor; or e. any other means, direct or indirect, of dominating the decision making and financial and operating policies of the Supplier or the Guarantor.
Controller	has the same meaning as in the <i>Corporations Act 2001</i> (Cth).
Crewing Transition Plan	means, where applicable, the Supplier's plan detailing the steps that the Supplier will take to source and transition to a full Australian crew and officers for a Strategic Fleet Vessel, as Approved by the Commonwealth.
Cyber Security Incident	means any of the following: a. any unauthorised access, unauthorised use, loss of access, loss of use, receipt or transmission of malicious code, denial of service attack, or similar intrusion or incident; b. destruction, modification, corruption, damage, loss or deletion of any hardware, software or electronic data; and c. theft of, loss of or unauthorised access to a password or network access code, relating to any computer or information technology system operated by or used by the Supplier in the performance of the obligations under this Deed or any Official Order, including the obligations in relation to cargo handling systems, navigation systems, communications systems, the efficient state of the hull and machinery, the bridge systems and propulsion and machinery management.
Cyber Security Policy	means a written policy implemented onboard each Vessel and at the Vessel's Manager's premises ashore which is part of Manager's safety management system that is subject to periodic audits by the

Term	Definition
	Flag State or Recognised Cyber Security Services Provider and which is, as a minimum, of a standard of security reasonably expected in accordance with Good Cyber Industry Practice which includes: - identification of the roles and responsibilities of users, key personnel, and management both ashore and on board each Vessel; - identification of the systems, assets, data and capabilities which, if disrupted, could pose risks to a Vessel's operations and safety; - implementation of technical measures to protect against a Cyber Security Incident and ensure continuity of operations; and - implementation of activities and plans (procedural protection measures) to provide resilience against Cyber Security Incidents, including training and awareness in relation to software maintenance, remote and local access, access privileges, use of removable media and equipment disposal.
Dangerous Goods	means goods listed in the International Maritime Dangerous Goods Code as amended from time to time and as described in <i>Marine Order 41 (Carriage of Dangerous Goods) 2017</i> .
day	means a calendar day.
Deed	means this Deed, including the Deed Details Schedule, COD, Attachments and Annexes.
Deed Change Proposal or DCP	has the meaning given in clause 9.1(b) of the COD.
Deed Details Schedule	means the details set out under the table titled 'Deed Details Schedule' in this Deed.
Deed Effective Date	means the date set out in, or as otherwise determined in accordance with, item 1 of the Deed Details Schedule.
Deed of Guarantee and Indemnity	means a Deed of Guarantee and Indemnity in the form of Attachment G that the Commonwealth may require in accordance with clause 5.4 of the COD.
Deed Term	means the Initial Deed Term plus any extension in accordance with clause 1.4 of the COD.
Default	means any of the following: - a breach of an express or implied provision of this Deed or any Official Order by a party to this Deed or any Official Order; and - a breach of a general law duty or an applicable Law in relation to this Deed or any Official Order by any of the following: - the Commonwealth or Commonwealth Personnel; and - the Supplier or Supplier Personnel. A breach of a general law duty or an applicable Law by Commonwealth Personnel is taken to be a Default by the Commonwealth.

Term	Definition
	A breach of a general law duty or an applicable Law by Supplier Personnel is taken to be a Default of the Supplier.
Default Notice	has the meaning given in clause 11.3(a) of the COD.
Delivery	the delivery of a Vessel by the Supplier to the Commonwealth for the purpose of performing Requisition Services under a Time Charter.
Delivery Date	means, in respect of a Requisition Order, the date of Delivery of a Vessel under a Time Charter.
Delivery Location	means the location specified in a Requisition Order for the Delivery of a Vessel under a Time Charter.
Demurrage	means, in respect of a Requisition Order, the compensation that may be payable by the Commonwealth to the Supplier by way of liquidated damages for delay for the extra use of the Vessel in excess of the agreed period of Laytime.
Department	means the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017), in its capacity as an agent of the Commonwealth of Australia.
Dispute	means any dispute, difference or disagreement between the parties arising out of or in connection with this Deed or any Official Order, including any dispute or difference as to the formation, validity, existence or termination of this Deed or any Official Order.
eDoc	has the meaning given in clause 7.1(e) of the Time Charter Terms.
Effective Date	means the date on which an Official Order commences, as specified in the relevant Official Order.
Eligible Data Breach	has the meaning given in the <i>Privacy Act 1988</i> (Cth).
Emission Control Area or ECA	means an emission control area as defined in Annex VI of MARPOL (and any subsequent modification, version or variation of these guidelines).
End Date	means the date on which an Official Order expires, as specified in the relevant Official Order.
Enterprise Agreement	means an enterprise agreement to be negotiated and agreed by the Supplier in accordance with a Fleet and Training Order, as further described in the Statement of Work.
Environment	in the context of environmental management, means any of the following: a. ecosystems and their constituent parts; b. natural and physical resources; c. the qualities and characteristics of locations, places and areas; d. noise; and e. the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraphs a, b or c above.
Environmental Harm	means any actual or threatened adverse impact on, or damage to, the Environment.
Environmental Incident	means any Environmental Harm, or Contamination caused, disturbed, exacerbated, or contributed to by, or in relation to, the Supplier's activities.

Term	Definition
Financial Year	means each period of twelve consecutive months commencing on 1 July of each calendar year, and ending on 30 June of the following calendar year.
Flag State	means: a. the flag state of the Commonwealth of Australia; or b. the flag state of such other country as may be: (i) permitted during the Transition-In Period in accordance with clause 3.4 of the COD; or (ii) Approved by the Commonwealth in respect of a substitute or supplementary vessel to be provided by the Supplier under clause 3.10 of the COD.
Fleet and Training Order or Order for Fleet and Training Services	means an Official Order for the performance of Fleet and Training Services by the Supplier executed by both parties, as further described in clauses 1.9 and 1.11 of the COD.
Fleet and Training Order Price	means the amount payable by the Commonwealth for the Fleet and Training Services in accordance with the Deed and the relevant Requisition Order.
Fleet and Training Order Term	means the Official Order Term for a Fleet and Training Order.
Fleet and Training Services	means the Services (other than the Requisition Services) provided by the Supplier in connection with the Deed, as further described in the COD, the Statement of Work and the relevant Fleet and Training Order, and includes the: a. Transition-In Services; b. Term Services; and c. Seafarer Training Services.
Freight	means, in respect of a Voyage Charter, the freight paid or payable by the Commonwealth to the Supplier in accordance with clause 5 of the Voyage Charter Terms and the applicable Requisition Order.
Fuel Price	means, in relation to a quantity of bunkers, the last documented price for the relevant grade of bunker fuel on a "first in first out" basis as evidenced by invoices and receipts; provided that, where different prices have been paid in respect of a quantity of bunkers, the Fuel Price shall mean the weighted average of the last documented price paid in respect of such fuel quantities.
General Charter Terms	means the general charter terms set out in Part 1 of Attachment E which apply to all Requisition Services, except to the extent expressly stated otherwise in a Requisition Order.
General Interest Charge	means the Australian Taxation Office sourced rate determined under section 8AAD of the <i>Taxation Administration Act 1953</i> (Cth) expressed as a decimal rate per day.
Glossary	means this glossary at Attachment J.
Good Cyber Industry Practice	means, in relation to cyber security, the standards, practices and guidelines, from time to time in force, applicable to cyber security and data security risk management, including:

Term	Definition
	a. the guidelines developed by the IMO, as more particularly set out in MSC-FAL.1/Circ.3 on Guidelines on maritime cyber risk management; b. “The Guidelines on Cyber Security Onboard Ships” produced by the Baltic and International Maritime Council; and c. any other standards, practice and guidelines developed by the Classification Society, the Flag State or ISO (or any successor body of the same) or any other internationally recognised agency or organisation with whose standards, practices and guidelines it is customary for reasonable and prudent owners or operators of vessels to comply.
Goods and Services Tax or GST	has the same meaning as in the GST Act.
Government Furnished Material or GFM	means equipment, resources and materials provided or to be provided to the Supplier by the Commonwealth in connection with the performance of the Services by the Supplier, as set out in this Deed or any Official Order. For clarity, GFM does not include bunkers on board of a Vessel.
Governmental Authority	means any of the following: a. a body politic; b. any national, regional or local government, any ministry or department thereof or other body; c. any person exercising executive, legislative, semi-governmental, judicial or regulatory functions of or pertaining to government (including an independent regulator); d. any other governmental entity, instrumentality, agency, authority, court or company; e. any other entity, committee or commission under the control of a government, or otherwise charged with the administration of a Law (whether autonomous or not); and f. any government owned or controlled commercial enterprise.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and associated taxation legislation.
Guarantor	means the guarantor (if any) required to execute a Deed of Guarantee and Indemnity in accordance with clause 5.4 of the COD.
Hague Rules	has the meaning given in clause 7.2(a) of the Time Charter Terms.
Hague-Visby Rules	has the meaning given in clause 7.2(a) of the Time Charter Terms.
Hamburg Rules	has the meaning given in clause 7.2(a) of the Time Charter Terms.
Hazardous Chemical	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Hire	means the hire paid or payable by the Commonwealth to the Supplier for the use of a Vessel under a Time Charter.
Hire Rate	means the daily rate of Hire paid or payable by the Commonwealth to the Supplier for the use of a Vessel under a Time Charter, as specified in Attachment B and the relevant Requisition Order.
Incident Response Plan	means a written plan implemented onboard each Vessel and at the Manager’s premises ashore which is part of the Manager’s safety

Term	Definition
	management system that is subject to periodic audits by the Flag State or a Recognised Cyber Security Services Provider and which is, as a minimum, of a standard reasonably expected in accordance with Good Cyber Industry Practice and which sets out the steps that the Supplier will take in order to mitigate the consequences of and minimise the losses caused by a Cyber Security Incident.
Indigenous Enterprises	means an organisation that is 50 per cent or more Indigenous owned that is operating a business.
Indigenous Participation Plan	means: a. the Indigenous Participation Plan at Attachment L; or b. such other Indigenous Participation Plan as may be Approved by the Commonwealth in connection with the performance of an Official Order, detailing how the Supplier will meet the mandatory minimum targets for the Indigenous Procurement Policy (where applicable).
Indigenous Procurement Policy or IPP	means the policy of that name, as amended from time to time, available at: https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp or as may otherwise be notified to the Supplier by the Commonwealth.
Initial Deed Term	has the meaning given in clause 1.4(a) of the COD.
Insolvency Event	means, in respect of a person, any of the following: a. the person: (i) becoming insolvent; (ii) ceasing to carry on all or a material part of its business; or (iii) taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; b. the appointment of a Controller, a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property; c. the person becoming subject to external administration provided for in Chapter 5 of the <i>Corporations Act 2001</i> (Cth); d. the person suffering execution against, or the holder of a Security Interest or any agent on its behalf taking possession of, any of the person's property (including seizing the person's property within the meaning of section 123 of the <i>Personal Property Securities Act 2009</i> (Cth)); e. the person being taken under section 459F(1) of the <i>Corporations Act 2001</i> (Cth) to have failed to comply with a statutory demand; f. an order or resolution for the winding up or deregistration of the person; g. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; and h. any analogous event under the Law of any applicable jurisdiction.

Term	Definition
Intellectual Property or IP	means all present and future copyright and all rights conferred by a written law in or in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world whether registered or unregistered.
International Navigating Limits	means the limits within which a charterer is entitled to trade a ship as produced by the joint hull committee of the Lloyd's Market Association and the International Underwriting Association of London.
International Standards	means the international standards, practices, recommendations and guidelines applicable to the ownership, design, construction, equipment, operation or maintenance of ships of the type and size as the relevant Vessel established by the Classification Society, the Flag State, the ICS, the IMO and (if applicable) OCIMF (or successor body of any of the same) or any other internationally recognised agency or organisation with whose standards, practices and guidelines it is customary for reasonable and prudent owners or managers of such vessels to comply.
ISM	means the Australian Government Information Security Manual as updated from time to time.
ISM Code	means the International Management Code for the Safe Operation of Ships and for Pollution Prevention, introduced as Chapter IX (Management for the Safe Operation of Ships) of SOLAS, as amended from time to time.
ISPS Code	means the International Ship and Port Facility Code, introduced as Chapter XI-2 (Special Measures to Enhance Maritime Security) of SOLAS, as amended from time to time.
Key Person	means the person holding or acting in a Key Position.
Key Position	means a position specified in the Deed Details Schedule or an Official Order as a Key Position, including key administrative positions to respond to Tasking Statements and meet Supplier responsibilities.
Law	means any applicable: - law (including common law and equity), statute, decree, rule, requirement, constitution, regulation, authorisation, judgment, injunction, by-law, ordinance, subordinate legislation, industry code or other governmental authority in force at the relevant time; - treaty, pact, compact or other agreement to which any Governmental Authority is a signatory or party; and - judicial or administrative ruling, interpretation, notice, statement of policy or practice with binding characteristics, and, in the case of the Supplier, means any of the foregoing which is applicable to the Supplier or a Vessel, as the case may be, in any relevant country.

Term	Definition
Laytime	means the period of time specified in a Requisition Order during which the Supplier will make and keep the relevant Vessel available for loading or discharging without the payment of Demurrage.
Liabilities	means any and all Claims and Losses.
Licence	means a non-exclusive licence of Intellectual Property in respect of Contract Material, being a licence that: a. is fully paid-up and does not require any additional payment by the licensee, including by way of royalty or any other fee; b. cannot be revoked or terminated by the licensor for any reason except upon expiration of a statutory protection term; c. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence; d. operates on a world-wide basis; and e. binds each successor in title to the owner of the Intellectual Property in respect of the Contract Material.
Limitation Conventions	means the International Conventions relating to the Limitation of the Liability of Owners of Sea-Going Ships, 1957 and the Convention on Limitation of Liability for Maritime Claims, 1976 (as amended), and any applicable laws or legislation to the extent that they directly implement such Limitation Conventions.
Loading Location	means, in relation to a Voyage Charter, the location the Supplier is to load specified Cargo or Passengers as set out in the relevant Requisition Order.
Loss	means any liability, loss (including economic loss), damage, compensation, costs and expenses (including reasonable attorneys' fees and other reasonable costs of litigation or defence) and any and all fines, penalties and assessments imposed by a Governmental Authority.
Malware	means software or source code the intent or effect of which is malicious (i.e., software that may appear to be dormant or perform a useful or desirable function, but that actually gains unauthorised access to system resources or induces the user to execute other malicious logic). Malware is a generic term for a number of different types of malicious code including adware, spyware, bots, ransomware, rootkits, trojans, viruses and worms.
Manager	means the technical manager of a Vessel.
Marine Order	means a marine order issued by AMSA.
MARPOL	means the <i>International Convention for the Prevention of Pollution from Ships 1973</i> , as modified by the Protocol of 1978, as amended from time to time.
Master	means the master or other person having command of a Vessel.
Master Schedule	means the master schedule provided by the Supplier in accordance with clause 3.6(c) of the COD.
Mate's Receipts	means a document signed by an officer of a ship evidencing receipt of cargo (including any Cargo) loaded onboard that ship.
Minimum Number of Training Berths	means the minimum number of training berths for a Vessel that is:

Term	Definition
	a. specified in the relevant Fleet and Training Order or, if no number is specified, 3 training berths; or b. such other number of training berths as may be agreed by the Commonwealth and the Supplier in writing from time to time.
Modern Slavery	has the meaning given in the <i>Modern Slavery Act 2018</i> (Cth).
Modify	means to add to, enhance, reduce, change or replace. 'Modification' has a corresponding meaning.
month	means a calendar month.
Moral Rights	means any of the following: a. a right of attribution of authorship; b. a right not to have authorship falsely attributed; and c. a right of integrity of authorship.
Notice Details	means the notice details set out in the Deed Details Schedule.
Notice of Readiness	means the notice issued by the Supplier to notify the Commonwealth, shipper or receiver or other person as required that a Vessel is ready, in every respect, to load or discharge cargo (including any Cargo).
Notifiable Incident	has the meaning given in sections 35 to 37 of the <i>Work Health and Safety Act 2011</i> (Cth).
Off-Hire	means the circumstances in which a Vessel is unable to perform Requisition Services, or there is an interruption in a Vessel's service, or a reduction in a Vessel's performance which results in a loss of time, as further described in clause 9.1(a) of the Time Charter Terms.
Official Order or Order	means an Order for Fleet and Training Services or a Requisition Order (or both), as the context requires.
Official Order Term	has the meaning given in clause 1.12(a) of the COD.
Open Book Basis	means the provision of any pricing, costing and other information on an open book basis, to enable an assessment of actual costs and profit margins, and cost savings used to calculate net present values in a clear and transparent manner to allow the Commonwealth to understand fully the basis upon which the Supplier is being, or seeking to be, paid.
Order for Fleet and Training Services or Fleet and Training Order	means an Official Order for the performance of Fleet and Training Services by the Supplier executed by both parties, as further described in clause 1.9 of the COD.
Other Supplier	means a person other than the Supplier or a Subcontractor, engaged by the Commonwealth to provide goods or services to the Commonwealth in connection with the Services, whether under a contract (including a separate panel arrangement) or not and includes an officer, employee or agent of such a person.
Ozone Depleting Substance	means any substance identified as having ozone depleting potential in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act.
P&I Club	means a protection and indemnity club that is a member of the International Group of P&I Clubs.

Term	Definition
Panel	means the Commonwealth's panel for the formation, operation, and administration of the Strategic Fleet, and the provision of strategic fleet services (including the Services), and as may refreshed or expanded from time to time in accordance with clause 2.6 of the COD.
Passengers	means any personnel required to be transported by the Commonwealth or another Commonwealth Agency in accordance with a Requisition Order.
Payment Claim	means a payment claim submitted by the Supplier in accordance with clause 5.3 of the COD.
Payment Reduction Notice	has the meaning given in clause 5.5(b) of the COD.
PEPPOL	means the Pan-European Public Procurement On-Line framework.
Personal Information	has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Personnel	means all staff involved in the performance of Services, including Commonwealth Personnel, Supplier Personnel and Subcontractor Personnel.
Piracy	has the meaning given in clause 12.1(a) of the Time Charter Terms or clause 26.1(a) of the Voyage Charter Terms (as applicable).
port	means any area where a vessel loads or discharges cargo, including berths, wharves, anchorages, buoys and offshore facilities as well as places outside the legal, fiscal or administrative port area where vessels are ordered to wait for their turn no matter the distance from that port area.
Port Charges	means all third-party charges of any nature (including rates, tolls and dues of every description) in respect of a Vessel entering, leaving or utilising a port, including: - charges imposed by fire boats, tugs and escort vessels, coast guard, a pilot, port authority, any Governmental Authority, and any other person assisting a Vessel to enter, leave or utilise the port; and - dockage and mooring fees, wharfage fees, thru-put charges and any other charges imposed by the relevant port authority or any similar Governmental Authorities.
Privacy Commissioner	has the same meaning as in the <i>Australian Information Commissioner Act 2010</i> (Cth).
Problematic Substance	means an Ozone Depleting Substance, Synthetic Greenhouse Gas, Dangerous Good or Hazardous Chemical.
Proportionate Liability Law	means any of the following: <i>Civil Liability Act 2002</i> (NSW) – Part 4; <i>Wrongs Act 1958</i> (Vic) – Part IVAA; <i>Civil Liability Act 2002</i> (WA) – Part 1F; <i>Civil Liability Act 2003</i> (Qld) – Chapter 2, Part 2; <i>Civil Law (Wrongs) Act 2002</i> (ACT) – Chapter 7A; <i>Proportionate Liability Act 2005</i> (NT); <i>Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001</i> (SA) – Part 3;

Term	Definition
	h. <i>Civil Liability Act 2002</i> (Tas) – Part 9A; i. <i>Competition and Consumer Act 2010</i> (Cth) – Part VIA; j. <i>Corporations Act 2001</i> (Cth) – Part 7.10, Div 2A; and k. <i>Australian Securities & Investments Commission Act 2001</i> (Cth) – Part 2, Division 2, Subdivision GA.
Protection of the Sea Conventions and Legislation	means the Commonwealth protection of the sea conventions and legislation in relation to ship-related marine pollution matters in force from time to time, including: a. <i>Protection of the Sea (Civil Liability) Act 1981</i> (Cth); b. <i>Protection of the Sea (Civil Liability for Bunker Oil Pollution Damage) Act 2008</i> (Cth); c. <i>Protection of the Sea (Harmful Anti-fouling Systems) Act 2006</i> (Cth); d. <i>Protection of the Sea (Oil Pollution Compensation Funds) Act 1993</i> (Cth); e. <i>Protection of the Sea (Powers of Intervention) Act 1981</i> (Cth); f. <i>Protection of the Sea (Prevention of Pollution from Ships) Act 1983</i> (Cth); g. <i>Protection of the Sea (Powers of Intervention) Act 1981</i> (Cth); and h. <i>Protection of the Sea (Shipping Levy Collection) Act 1981</i> (Cth).
PSPF	means the Australian Government Protective Security Policy Framework, as updated from time to time.
Quotation	means a written quotation given by the Supplier to the Commonwealth in response to a Tasking Statement, which must be substantially in the form set out in Attachment D (or in such other form as may be specified by the Commonwealth).
Recognised Cyber Security Services Provider	means a provider of professional services which, in the opinion of the Commonwealth (acting reasonably), possesses the skills and experience to effectively advise the parties on the drafting and auditing of a particular party's Cyber Security Policy or Incident Response Plan.
Registry	means the ship registry of the Flag State.
Related Body Corporate	has the meaning given by section 9 of <i>the Corporations Act 2001</i> (Cth).
Representative	means, according to the context, the Commonwealth Representative or the Supplier Representative.
Requisition Order or Order for Requisition Services	means an order for the performance of Requisition Services by the Supplier executed by both parties, as further described in clauses 1.10 and 1.11 of the COD.
Requisition Order Term	means the Official Order Term for a Requisition Order.
Requisition Payment	means the payments for the performance of Requisition Services in accordance with Attachment B and the relevant Requisition Order.
Requisition Period	means the period in which a Vessel is performing Requisition Services under a Requisition Order.

Term	Definition
Requisition Services	means the services to be provided by the Supplier in relation to the performance of a Requisition Order, as further described in the COD, the Statement of Work and the relevant Requisition Order.
Safety Data Sheet or SDS	means a safety data sheet prepared in accordance with the Code of Practice, <i>Preparation of Safety Data Sheets for Hazardous Chemicals</i> , approved under section 274 of the <i>Work Health Safety Act 2011</i> (Cth).
Satisfactory	in relation to a Statement of Tax Record, means the Statement of Tax Record states that the entity has met the conditions, as set out in the <i>Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement</i> – March 2019, of having a satisfactory engagement with the Australian tax system.
Seafarer Training Services	means the seafarer training services to be provided by the Supplier under a Fleet and Training Order, as further described in the COD, clause 7 of the Statement of Work, and the relevant Fleet and Training Order, including the maintenance of the Minimum Number of Training Berths for trainee seafarers.
Security Interest	means any of the following: a. a security for the payment of money or performance of an obligation, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement; b. a 'security interest' as defined in section 12(1) or (2) of the <i>Personal Property Securities Act 2009</i> (Cth); and c. an agreement to create any of these or allow any of these to exist.
Services	means the services required to be provided under this Deed or an Official Order, including the Fleet and Training Services and the Requisition Services. The Services includes all services, functions and responsibilities that are reasonably related to or required for the proper provision of the Services, even if they are not otherwise expressly mentioned in this Deed or any Official Order.
Ship Records	means a Vessel's bridge, deck and engine room logbooks, daily reports, cargo workbooks, port sheets and voyage reports, safety information (including records of surveys by the Classification Society and relevant Governmental Authorities, a Vessel's operating procedures and performance surveys, both in port and at sea), Vessel or crew certificates and other documents and records and any onboard or onshore computer-generated data.
Statement of Tax Record	has the same meaning as in the <i>Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement</i> – March 2019, as updated or amended from time to time.
Statement of Work or SOW	means the statement of work set out at Attachment A.
STCW	means the <i>International Convention on Standards of Training, Certification and Watchkeeping for Seafarers</i> , 1978 (as amended by the 1995 Protocol, the 2010 Protocol, and as further amended from time to time).

Term	Definition
Strategic Fleet	means the strategic fleet of vessels established by the Commonwealth pursuant to the Panel, and which comprises the Supplier's Vessel(s), and the vessels of Other Suppliers under the Panel.
Strategic Fleet Documents	means all: a. books and records in relation to the Supplier's performance under this Deed and any Official Order (including pricing calculations and Ship Records); and b. documents created in connection with the performance of the Services under this Deed or an Official Order, except for the Supplier's or its Subcontractor's internal documents (including diary notes, internal memoranda or internal minutes) that: c. are Confidential Information which has not previously been disclosed to the Commonwealth in connection with this Deed and any Official Order; and d. relate solely to the internal business operations of the Supplier or its Subcontractors, including any documents that are the subject of subject of legal professional privilege.
Strategic Fleet Objectives	means the objectives set out in clause 1.3(a) of the COD.
Subcontractor	means any person (not the Commonwealth) that, for the purposes of this Deed or any Official Order, provides items or services directly or indirectly to the Supplier. 'Subcontract' has a corresponding meaning.
Subcontractor Personnel	means any officers, employees or agents of a Subcontractor.
Supplier Default	means a Default in relation to this Deed or an Official Order by the Supplier or Supplier Personnel.
Supplier Personnel	means each of the following: a. an employee, officer or agent of the Supplier; b. a Subcontractor; and c. an employee, officer or agent of a Subcontractor. Supplier Personnel includes the Master, officers and crew of a Vessel.
Supplier Premises	means any of the following: a. premises owned by the Supplier, a Related Body Corporate of the Supplier, or a Subcontractor; and b. premises: (i) that are leased by, or licensed to, the Supplier, a Related Body Corporate of the Supplier, or a Subcontractor; and (ii) where the Supplier, Related Body Corporate of the Supplier or the Subcontractor is responsible for controlling physical access to the premises.
Supplier Representative	means the Supplier's nominated representative for this Deed and any Official Order as specified in the Deed Details Schedule and as may be replaced from time to time in accordance with clause 2.3 of the COD.

Term	Definition
Synthetic Greenhouse Gas	means any gas identified as a Synthetic Greenhouse Gas in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act</i> 1989 (Cth) or in any regulations made under that Act.
Tasking Statement	means a request for the Supplier to provide a Quotation for the performance of Requisition Services in the form set in Attachment D (or in such other form as may be specified by the Commonwealth).
Tax	means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by Law or by a Governmental Authority, together with any related interest, penalty, fine or other charge.
Tax Invoice	has the same meaning as in the GST Act.
Term Service Payment	means the payments for the performance of Term Services and Seafarer Training Services in accordance with Attachment B and the relevant Fleet and Training Order.
Term Services	means the term services to be provided by the Supplier under an Order for Fleet and Training Services, as further described in the COD, clause 6 of the Statement of Work, and the relevant Fleet and Training Order, including the services required to maintain each Vessel's status as an Australian flagged and crewed vessel registered on the AGSR.
Time Charter	means the performance of Requisition Services by way of a time charterparty in accordance with the requirements of this Deed, including the Time Charter Terms and such further requirements as may be specified in the applicable Requisition Order.
Time Charter Terms	means the Time Charter Terms set out in Part 2 of Attachment E.
Transition-In Payment	means the payment for the performance of Transition-In Services in accordance with Attachment B and the relevant Fleet and Training Order.
Transition-In Period	means the period for provision of the Transition-In Services commencing on the relevant Transition-In Period Start Date and ending on the relevant Transition-In Period End Date.
Transition-In Period End Date	means the date specified in item 2 of the Deed Details Schedule as the end date of the Transition-In Period, or as otherwise specified in the relevant Fleet and Training Order or agreed by the parties in writing.
Transition-In Period Start Date	means the date specified in item 2 of the Deed Details Schedule as the start date of the Transition-In Period, or as otherwise specified in the relevant Fleet and Training Order or agreed by the parties in writing.
Transition-In Plan	means the transition-in plan that the Commonwealth may require in accordance with clause 5 of the Statement of Work and the relevant Fleet and Training Order.
Transition-In Services	means all transition-in activities and tasks required to be provided by the Supplier under this Deed and a Fleet and Training Order, as further described in the COD, clause 5 of the Statement of Work and the relevant Fleet and Training Order.
Transition-Out Activities	means the transition-out activities to be performed by the Supplier as specified in an Approved Transition-Out Plan.

Term	Definition
Transition-Out Costs	means the transition-out costs for the performance of the Transition-Out Activities specified in an Approved Transition-Out Quotation.
Transition-Out Plan	means a transition-out plan submitted by the Supplier in accordance with clause 9 of the Statement of Work and the relevant Fleet and Training Order.
Transition-Out Quotation	means a written quotation given by the Supplier to the Commonwealth for the performance of the Transition-Out Activities in accordance with clause 9 of the Statement of Work and the relevant Fleet and Training Order.
Uninsurable	a risk is Uninsurable if: - an insurance policy to cover the risk is not available in the international insurance markets from insurers with a financial security rating of 'A-' or better by Standard & Poors (or the equivalent rating with another reputable rating agency); or - because of: - the premiums being charged in the Australian or London insurance markets or the insurance market in the Supplier's primary place of business by reputable insurers for the risk; or - the terms of insurance available in the international insurance market for the risk, prudent corporations with a risk profile comparable to the Supplier are not generally insuring the risk.
Unloading Location	means, in relation to a Voyage Charter, the location or locations that the Supplier is to unload the specified Cargo or Passengers as set out in a Requisition Order.
Use	in relation to an item in which licensed Intellectual Property subsists, means to: - use, reproduce, operate, maintain, support, adapt, Modify or dispose of the item in accordance with the licence; - disclose, transmit or communicate the Intellectual Property: - to the licensee's employees, officers and agents; and - to a sublicensee under a sublicense granted in accordance with the licence; and - do any other thing in relation to the item that would, but for the licence, infringe a person's Intellectual Property rights in respect of the item.
Valid	in relation to a Statement of Tax Record, means the Statement of Tax Record has not expired as at the date on which the Statement of Tax Record is required to be provided or held.
Vessel	means: - the Supplier's vessel (or vessels) listed in the Statement of Work and the relevant Fleet and Training Order, and which form part of the Strategic Fleet; - such other vessels of the Supplier that may be added to the Strategic Fleet from time to time in accordance with clause 2.6 of the COD; and

Term	Definition
	c. any substitute or supplementary vessel Approved by the Commonwealth in accordance with clause 3.10 of the COD.
Voyage Charter	means the performance of Requisition Services by way of a voyage charterparty in accordance with the requirements of this Deed, including the Voyage Charter Terms and such further requirements as may be specified in the applicable Requisition Order.
Voyage Charter Terms	means the Voyage Charter Terms set out in Part 3 of Attachment E.
WGE Act	means the <i>Workplace Gender Equality Act 2012</i> (Cth).
WHS Legislation	means any of the following: a. the <i>Occupational Health and Safety (Maritime Industry) Act 1993</i> (Cth); b. the <i>Work Health and Safety Act 2011</i> (Cth) and the <i>Work Health and Safety Regulations 2011</i> (Cth); and c. any corresponding WHS law as defined in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth).
Wilful Default	means a Default where the breach relates to an act or omission that is intended to cause harm, or otherwise involves recklessness in relation to an obligation not to cause harm.
Working Day	in relation to the doing of an action in a place, means any day in that place other than: a. a Saturday, Sunday or public holiday; or b. any day within the two-week period that starts on: (i) the Saturday before Christmas Day; or (ii) if Christmas Day falls on a Saturday, Christmas Day, provided that paragraph b of this definition will not apply to the calculation of Working Days in respect of: c. a notice issued by the Commonwealth under clause 11 of the COD; or d. the calculation of Demurrage payable by the Commonwealth to the Supplier.
York-Antwerp Rules 2016	means the rules of general average promulgated by the Comité Maritime International in New York on 6 May 2016 and any subsequent modification to such rules.

ATTACHMENT K
CONFIDENTIAL INFORMATION

Item No.	Item	Clause Ref	Reason for classification	Party for whom the information is Confidential	Period of Confidentiality
Conditions of Deed					
1.	Insert	Insert	Insert	Supplier	Deed Term
2.	Insert	Insert	Insert	Insert name of party	Insert period of confidentiality
Attachments					
3.	Insert	Insert	Insert	Supplier	

ATTACHMENT L

INDIGENOUS PARTICIPATION PLAN

[Note to Tenderers: Tenderers should note that the Conditions of Deed may be updated to include additional requirements in relation to increasing Indigenous participation, including an obligation on Suppliers to provide and comply with an IPP Plan. The Commonwealth will notify Tenderers once any additional requirements have been confirmed.]