Western Sydney Airport

Invitation to submit a Registration of Interest for Airport Planning Services

June 2018

WSA Co Ltd
(ABN 81 618 989 272)
Information for Interested Parties

Key information

<table>
<thead>
<tr>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration of Interest (ROI) Description</td>
<td>WSA Co invites Interested Parties to register to receive the Request for Tender (RFT) for the provision of Airport Planning Services. This Invitation for Registration of Interest (Invitation) is in respect of the provision of Airport Planning Services to be procured by WSA Co.</td>
</tr>
<tr>
<td>ROI release date</td>
<td>Tuesday, 19 June 2018</td>
</tr>
<tr>
<td>ROI closing date and time</td>
<td>Monday, 2 July 2018, 4:00pm</td>
</tr>
<tr>
<td>ROI registration method</td>
<td>Refer section 5 of this Invitation</td>
</tr>
<tr>
<td>RFT release date</td>
<td>Monday, 16 July 2018</td>
</tr>
<tr>
<td>WSA Co Representative</td>
<td>Name: Stewart Jolly</td>
</tr>
<tr>
<td></td>
<td>Role: Strategic Sourcing Manager</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:tenders@wsaco.com.au">tenders@wsaco.com.au</a></td>
</tr>
</tbody>
</table>

Structure of this Invitation

This Invitation consists of:

- the Invitation to submit a Registration of Interest for the provision of Airport Planning Services
- Attachment 1 - Registration of Interest Application
- Attachment 2 - Confidentiality and Disclaimer Deed Poll
- Attachment 3 - User Access Request Form
# Contents

Information for Interested Parties 2

1 **Introduction** 4
1.1 Western Sydney Airport 4
1.2 WSA Co 4
1.3 Purpose of this Invitation 4

2 **Western Sydney Airport** 5
2.1 WSA Co delivery of the Western Sydney Airport 5
2.2 Objectives of the Western Sydney Airport 5
2.3 Airport Site 6
2.4 Western Sydney Airport scope of works 7
2.5 Procurement approach 8
2.6 Indicative delivery timeline 9
2.7 Planning and regulatory context 9
2.8 Key parties involved in delivery 10
2.9 Further information 10

3 **Procurement Method and Timetable** 11
3.1 Procurement method 11
3.2 Indicative timetable 11

4 **Airport Planning Services** 12
4.1 Scope of Airport Planning Services 12

5 **Registration** 14
5.1 Minimum requirements 14
5.2 How to register 15
5.3 WSA Co Representative 15
5.4 Enquiries and clarification questions 15
5.5 Interested Party and Tenderer communications 16
5.6 Anti-lobbying, improper interference and solicitation 16
5.7 Probity 16

6 **Definitions and Interpretation** 18
6.1 Interpretation 18
6.2 Defined Terms 19

Attachment 1 Registration of Interest Application 21
Attachment 2 Confidentiality and Disclaimer Deed Poll 24
Attachment 3 User Access Request Form 34
1 Introduction

The purpose of this section is to provide an overview of key information relating to this Invitation to submit a Registration of Interest (ROI).

1.1 Western Sydney Airport

Western Sydney Airport will provide much-needed additional aviation capacity to meet the growing demand in the Sydney basin and improve access to flights for people in Western Sydney. One of Australia’s most significant infrastructure projects in decades, the international and domestic airport will open in 2026. Development of Western Sydney Airport involves delivery of a single 3.7 kilometre runway, terminal and airport facilities to provide for up to 10 million annual passengers.

1.2 WSA Co

In August 2017, the Commonwealth established WSA Co, a Government Business Enterprise constituted under the Corporations Act 2001 (Cth) and operating under the Public Governance, Performance and Accountability Act 2013 (Cth), to deliver and operate Western Sydney Airport. WSA Co is wholly owned by the Commonwealth. The Commonwealth will invest up to $5.3 billion for the construction of Western Sydney Airport. Further details regarding WSA Co, including details in relation to the chairman and board, can be found online at the WSA Co website (www.wsaco.com.au).

1.3 Purpose of this Invitation

The purpose of this Invitation is to:

- provide information about Western Sydney Airport and the Airport Planning Services procurement process; and
- invite Interested Parties to submit a ROI.

Interested Parties that are determined to be eligible for registration by WSA Co will be able to download the Request for Tender (RFT) from the WSA Co Data Room.

Post receipt and evaluation of Tenders, WSA Co will select the successful Tenderer with which it will execute a Consultancy Agreement (Agreement) for the provision of Airport Planning Services.
2 Western Sydney Airport

This section provides high-level details in relation to the Western Sydney Airport project.

2.1 WSA Co delivery of the Western Sydney Airport

WSA Co is responsible for constructing and operating Western Sydney Airport in accordance with the Airport Plan. This section will specifically focus on WSA Co’s approach to constructing Western Sydney Airport and ensuring that operational readiness is achieved by December 2026.

At a high level, the Western Sydney Airport scope includes undertaking all works required to deliver a single 3.7-kilometre runway and airport facilities for up to 10 million annual passengers (refer to section 2.4 for further details). WSA Co has developed a delivery approach that will ensure that the Western Sydney Airport is delivered to a high standard, within appropriate timeframes, and achieves the best outcomes for the Western Sydney region.

2.2 Objectives of the Western Sydney Airport

The development of Western Sydney Airport will bring a range of benefits to Western Sydney and the Australian economy. WSA Co’s objectives for the Western Sydney Airport (WSA Co Objectives) are:

- **improving access to aviation services in Western Sydney**: by providing a broad range of passenger and air freight services;
- **resolving the long-term aviation capacity issue in the Sydney basin**: by maximising the aviation capacity of the site, noting the constraints at Sydney (Kingsford Smith) Airport;
- **maximising the value of a Western Sydney Airport as a national asset**: including consideration of benefits the Airport will bring within and around Western Sydney, NSW and Australia and enhancing Australia’s international competitiveness for air travel;
- **optimising the benefit of Western Sydney Airport on employment and investment in Western Sydney**: by recognising that the Airport will be a major catalyst for growth and development in Western Sydney;
- **effectively integrating with new and existing initiatives in the Western Sydney area**: by ensuring long-term planning considers the Airport’s economic, social and environmental impact in Western Sydney; and
- **operating on commercially sound principles, having regard to the Australian Government’s intention to preserve its options with respect to ownership and governance arrangements**: by applying private sector discipline in the management of WSA Co.
2.3 Airport Site

The Western Sydney Airport will be developed on around 1,700 hectares of Commonwealth-owned land at Badgerys Creek in Western Sydney (Airport Site). The Airport Site is approximately 50 kilometres from Sydney’s central business district.

The Airport Site is bounded by Elizabeth Drive to the north, Willowdene Avenue to the south, Luddenham and Adams Road to the west and Badgerys Creek to the east. The existing terrain is made up of undulating topography, and substantial earthworks are required to create a level surface to allow construction of the runway, taxiways and support services.

The Airport Site, being Commonwealth-owned land, is currently managed by the Commonwealth and will be leased to WSA Co for the purpose of developing and operating Western Sydney Airport under an airport lease (Airport Lease). The Airport Lease is anticipated to be granted to WSA Co in the first half of 2018.

The Airport Site location is illustrated in Figure 2-1 below.

**Figure 2-1 Airport Site location**

Source: Western Sydney Airport Environmental Impact Statement
2.4 Western Sydney Airport scope of works

The scope of works for the initial phase of Western Sydney Airport is defined in the Airport Plan and will generally include the investigation, design, construction and commissioning of:

- bulk earthworks to move and redistribute more than 20 million cubic metres of material on the Airport Site;
- a single 3.7-kilometre runway;
- aprons, taxiways and other airside pavements;
- a multi-user terminal;
- appropriate airport and aviation support facilities;
- drainage and utilities infrastructure; and
- car parking, on-site roads and other appropriate landside facilities.

Western Sydney Airport will initially deliver capacity for 10 million annual passengers and is planned to be capable of handling both domestic and international services. It will also be designed to accommodate future staged developments on the Airport Site. The indicative Airport Site layout, as disclosed in the Airport Plan, is provided in Figure 2-2 below.

Figure 2-2 Indicative airport layout (Stage 1)

Source: Airport Plan
2.5 Procurement approach

WSA Co has carefully considered a proposed procurement approach that best achieves the WSA Co Objectives and results in an optimal position with respect to timeframes, risks, technical requirements and value for money considerations.

The current procurement approach to the Western Sydney Airport is summarised in Table 2-1 below.

The procurement approach will continue to be developed and refined during the delivery of the Western Sydney Airport.

<table>
<thead>
<tr>
<th>Categories of Work</th>
<th>Components</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Enabling Works</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Early Earthworks</strong></td>
<td>• Decontamination of the Early Earthworks Site</td>
</tr>
<tr>
<td></td>
<td>• Early bulk earthworks (including preparation of a material stockpiling pad)</td>
</tr>
<tr>
<td></td>
<td>• Drainage work</td>
</tr>
<tr>
<td></td>
<td>• Partial realignment of Badgerys Creek Road</td>
</tr>
<tr>
<td></td>
<td>• Construction of new intersection at Elizabeth Drive, in collaboration with RMS</td>
</tr>
<tr>
<td><strong>Main Works</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Bulk Earthworks and Airside Civil Works</strong></td>
<td>• Decontamination of Airport Site (other than Early Earthworks Site)</td>
</tr>
<tr>
<td></td>
<td>• Earthworks platform and drainage</td>
</tr>
<tr>
<td></td>
<td>• Airside services and utilities</td>
</tr>
<tr>
<td></td>
<td>• Airside pavements (runway, taxiways, aprons)</td>
</tr>
<tr>
<td></td>
<td>• Airside roads</td>
</tr>
<tr>
<td></td>
<td>• Airside landscaping</td>
</tr>
<tr>
<td><strong>Terminal and Specialty Works</strong></td>
<td>• Terminal building and precinct (including all airside works not in Bulk Earthworks and Airside Civil Works and airside equipment)</td>
</tr>
<tr>
<td></td>
<td>• Specialty works, such as baggage handling, security and information technology</td>
</tr>
<tr>
<td><strong>Landside Civil and Building Works</strong></td>
<td>• Landside buildings</td>
</tr>
<tr>
<td></td>
<td>• Car parking</td>
</tr>
<tr>
<td></td>
<td>• Ground transport</td>
</tr>
<tr>
<td></td>
<td>• Various utility upgrades and works</td>
</tr>
<tr>
<td></td>
<td>• Various other landside facilities (e.g. AFP offices)</td>
</tr>
</tbody>
</table>

The scope of works provided is not exhaustive and indicative only. WSA Co reserves the right to amend the scope of works, packaging and procurement approach for the Western Sydney Airport as it sees fit.
2.6 Indicative delivery timeline

An indicative delivery timeline for the Western Sydney Airport is provided in Figure 2-3 below.

Figure 2-3 Indicative delivery timetable

The indicative timetable is provided for guidance only. The provision of the indicative timetable does not impose any obligations on WSA Co to proceed with any works or processes on stated dates or otherwise, and does not identify all activities relating to the procurement of the Western Sydney Airport. WSA Co may change the indicative timetable at its absolute discretion at any time and from time to time.

2.7 Planning and regulatory context

The Western Sydney Airport is one of the largest infrastructure projects in Australia’s history and would be the first major new Australian airport development in decades. Development of Western Sydney Airport is subject to a Commonwealth environment and development approvals framework under the *Airports Act 1996* (Cth) (*Airports Act*). The *Airports Act* provides for the development of an ‘Airport Plan’ for Western Sydney Airport that provides the overarching development approval. The Airport Plan was determined in December 2016.

The Airport Plan permits the carrying out of the Stage 1 Development specified in the Airport Plan without the need for a major development plan or master plan. The Airport Plan consists of three parts, being the title section (Part 1), the concept design (Part 2) and the details of the specific developments authorised by the Airport Plan (Part 3). The conditions set out in Part 3 must be complied with in the planning, construction and operation of the Western Sydney Airport. The Airport Plan is publically available online via the WSA Co website.

A pre-condition to determination of the Airport Plan was finalisation of an Environmental Impact Statement (EIS) which occurred in September 2016. In preparing the EIS, the Commonwealth undertook a comprehensive study of the environmental, social and economic impacts that the Western Sydney Airport could potentially have on the Airport Site and surrounding areas. The EIS identifies a number of mitigation measures to be implemented in order to minimise the impacts of the development of Western Sydney Airport. The EIS is publicly available online via the WSA Co website.
2.8 Key parties involved in delivery

There are a number of key parties which will be required to cooperate and contribute to the successful delivery of the Western Sydney Airport.

The table below provides an overview of the key parties that will be involved in delivery of the Western Sydney Airport, including a high-level summary of each party’s respective role. The key parties and their roles may require changes as the procurement process progresses.

Table 2-2 Key parties involved in delivery

<table>
<thead>
<tr>
<th>Party</th>
<th>High level summary of role</th>
</tr>
</thead>
<tbody>
<tr>
<td>WSA Co</td>
<td>• Principal for the Western Sydney Airport (and contractual packages)</td>
</tr>
<tr>
<td></td>
<td>• Defines the requirements and scope of the Western Sydney Airport</td>
</tr>
<tr>
<td>Commonwealth</td>
<td>• Sole shareholder of WSA Co</td>
</tr>
<tr>
<td></td>
<td>• Provides funding and monitors performance of WSA Co</td>
</tr>
<tr>
<td>Delivery Partner</td>
<td>• Manages overall delivery of the Western Sydney Airport on behalf of WSA Co</td>
</tr>
<tr>
<td></td>
<td>• Ensures that the Western Sydney Airport is delivered to meet the requirements of WSA Co</td>
</tr>
<tr>
<td>Project Manager (Definition)</td>
<td>• Supports WSA Co in project managing the design development of the terminal buildings,</td>
</tr>
<tr>
<td></td>
<td>speciality works, landside facilities and general precinct</td>
</tr>
<tr>
<td>Contractors (for each works package)</td>
<td>• Construct the works to the specified requirements of the relevant contract documents</td>
</tr>
<tr>
<td></td>
<td>• For design and construct packages, this includes the design development and documentation</td>
</tr>
<tr>
<td>Independent Certifier</td>
<td>• Acts as the independent certifier in respect of the Western Sydney Airport</td>
</tr>
<tr>
<td>Other WSA Co Advisors (including Technical and Design Services Panel Members)</td>
<td>• Provide specialist services and advice to WSA Co as required</td>
</tr>
</tbody>
</table>

2.9 Further information

The RFT will contain further information regarding the Western Sydney Airport project, key stakeholders and other related matters.
3  Procurement Method and Timetable

This section provides an overview of the proposed procurement method and timetable for the provision of the Airport Planning Services.

3.1  Procurement method

WSA Co is utilising a two-step, ROI and RFT, process for procuring the Airport Planning Services.

Following submission of ROIs by Interested Parties, WSA Co will undertake an assessment process to determine the Interested Parties that are eligible for registration and participation in the RFT stage of the procurement process. Eligibility for registration and participation in the RFT stage will be assessed based on satisfaction of the minimum requirements set out in section 5.1.

All Tenderers will be able to download the RFT from the WSA Co Data Room. The RFT will set out detailed requirements which Tenderers must address in developing their Tenders.

Post submission of Tenders, WSA Co will undertake a detailed evaluation process to determine the successful Tenderer. The successful Tenderer must execute a Consultancy Agreement with WSA Co.

Further details in relation to the RFT requirements, evaluation process and Agreement will be provided in the RFT. WSA Co reserves the right to alter or vary the procurement process at any time.

3.2  Indicative timetable

An indicative procurement timeline for the procurement of Airport Planning services is provided in Table 3-1 below.

<table>
<thead>
<tr>
<th>Table 3-1 Key dates involved in procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milestone</strong></td>
</tr>
<tr>
<td>ROI Release Invitation</td>
</tr>
<tr>
<td>ROI Closing date and time</td>
</tr>
<tr>
<td>RFT release date</td>
</tr>
<tr>
<td>RFT closing date</td>
</tr>
<tr>
<td>Anticipated notification to successful Tenderer</td>
</tr>
</tbody>
</table>

Western Sydney Airport – Registration of Interest
Airport Planning Services
4 Airport Planning Services

This section provides an overview of the Airport Planning Services.

4.1 Scope of Airport Planning Services

WSA Co is seeking specialists who have the capability to deliver Airport Planning Services which generally comprise the following aspects:

- Technical and Regulatory Requirements (e.g., CONOPS and DDFS)
- Aircraft Movement Area Planning
- Passenger Terminal Sizing and Layout
- Hangers and Aircraft Maintenance Facilities
- Helipad Design and Helicopter Operations
- Tender and Contract Documentation.

More specifically these aspects include further development and definition in relation to:

- Client and Stakeholder Consultation
- Technical Studies
- Terminal and Group Transportation Centre (GTC)
- Airfield Design
- Airside Support Facilities
- Cargo
- Landside
- Navigational Aids
- Security
- Land use
- General – roadworks and other transport connectivity.

The Airport Planning Services for WSA Co will include the following key work areas:

a) developing WSA Co CONOPS including Business Process Engineering of CONOPS;

b) passenger terminal sizing & layout development and provide functional layouts of Terminal studies/options including flexibility and alternate CONOPS options;

c) developing Design Day Flight Schedules (DDFS) and derivative forecasting;
d) undertaking Passenger & Airfield Dynamic Modelling and design optimisation;

e) undertaking space programming and scoping to support design;

f) assessing flight paths and obstacle limitation services safeguarding (OLS and PANS- 
Ops);

g) undertaking topology and geometric studies of terminal layout and interfaces airside 
and landside;

h) undertaking aircraft movement area and airfield layout studies and developing of 
preferred option(s);

i) providing Master Planning and design for the Airport inclusive of Terminal, Airfield and 
Landside areas;

j) providing staging validation of the Master Plan design;

k) providing technical support for a Design Competition;

l) supporting the Lead Design Consultant in the development of the Concept design;

m) supporting the Lead Design Consultant in the design development phase suitable for 
tender;

n) supporting WSA Co in obtaining legislation amendments and regulatory approvals;

o) monitoring regulatory change;

p) developing innovation and technology opportunities and integration with the design;

q) liaise with regulatory authorities, including Air Services Australia and CASA, and assist 
with obtaining relevant approvals;

r) developing detailed set-out drawings of airfield and stands and specifications; and

s) participating and contributing to value engineering

The Statement of Work to be included in the RFT will provide details of the above services 
requirements, including the timing and duration of the services, the deliverables for the various 
elements as well as payment regime applicable to each.
5 Registration

This section provides an overview of the registration process.

5.1 Minimum requirements

Interested Parties are invited to submit a ROI to receive the RFT. The following minimum requirements must be satisfied to be eligible to receive the RFT.

Table 5-1 Minimum requirements

<table>
<thead>
<tr>
<th>Minimum Requirement</th>
<th>ROI Submission Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Experience:</strong></td>
<td>The Interested Party is required to address this criterion in two parts:</td>
</tr>
<tr>
<td></td>
<td>• Case Study – the Interested Party is required to provide a project case study demonstrating its experience, expertise and past performance of providing comparable services on a large airport development project of a value greater than $1 billion within the past five years; (not exceeding 500 words) and</td>
</tr>
<tr>
<td></td>
<td>• Industry Experience – the Interested Party is required to provide a summary of its in-house resources, experience and expertise in providing comparable services on airport projects of a value greater than $500 million within the past five years. (not exceeding 500 words)</td>
</tr>
</tbody>
</table>

| Financial Capacity | The Interested Party must also provide the contact details of two referees to whom it has provided comparable services during the past five years (one of these referees must be relevant for the case study provided above). |
|                   | The Interested Party is required to provide the most recent fully audited annual report and accounts (including a website link to the report if available). |

| Insurance         | The Interested Party is required to provide the most recent Professional Indemnity insurance certificate of currency. |
|                   | The Interested Party must demonstrate current Professional Indemnity Insurance coverage of at least A$20 million. |
5.2 How to register

Interested Parties wishing to register to receive the RFT must:

- complete and submit the Registration of Interest (Attachment 1);
- execute and submit the Confidentiality and Disclaimer Deed Poll (Attachment 2); and
- complete and submit the User Access Request Form (Attachment 3).


Please ensure all emails include “Airport Planning Services” in subject line.

In relation to any document required to be executed and submitted as part of this Invitation, WSA Co will not accept electronic signatures and documents must be signed by hand.

WSA Co will notify a Primary Contact of the outcome of its determination via email.

If the Interested Party is eligible for registration, WSA Co will provide a Primary Contact with the details to access the WSA Data Room.

5.3 WSA Co Representative

The WSA Co Representative for the Airport Planning Services procurement process is:

Name: Stewart Jolly
Role: Strategic Sourcing Manager
Email: tenders@wsaco.com.au

Please ensure all emails include “Airport Planning Services” in the subject line.

WSA Co may, by notice in writing to Interested Parties, appoint a substitute WSA Co Representative at any time.

5.4 Enquiries and clarification questions

Any questions about the registration process, including the Confidentiality and Disclaimer Deed Poll, should be submitted in writing to tenders@wsaco.com.au.

Please ensure all emails include “Airport Planning Services” in subject line.

In relation to queries from Tenderers who have access to the WSA Co Data Room, WSA Co’s intention is that the formal clarification process for the Airport Planning Services does not begin until the issue of the RFT to the Tenderers.

Any response given by WSA Co to a clarification request made by a Tenderer will only be made at WSA Co’s discretion.
5.5 Interested Party and Tenderer communications

Other than as provided in sections 5.2, 5.3 and 5.4 of this Invitation, neither Interested Parties nor Tenderers must contact:

- the Australian Government (including all Federal Departments), or any of its agencies, officers, employees, agents or advisors;
- WSA Co, any of its officers, employees, agents or advisors;
- the New South Wales Government, any of its agencies, officers, employees, agents or advisors (including, Roads and Maritime Services);
- any local councils; or
- any elected representative of the Australian or New South Wales Governments,

to discuss this Invitation, its preparation to submit a Registration of Interest or any other element of its participation in the Airport Planning Services procurement process.

Interested Parties and Tenderers also must not use any media or other public communication channel:

- in any way which may reflect adversely on the Western Sydney Airport project or WSA Co in relation to the project; or
- to make comment about matters associated with the Airport Planning Services procurement process.
- At the sole discretion of WSA Co, any breach of this Invitation (including this section 5.5) may lead to exclusion from the procurement process for the Airport Planning Services.

5.6 Anti-lobbying, improper interference and solicitation

Interested Parties, Tenderers and their representatives are prohibited from engaging directly or indirectly in lobbying, improper interference or solicitation of WSA Co, including but not limited to Ministers, and their advisors, Members of Parliament, public servants and WSA Co representatives and advisors with respect to any aspect relating to the procurement process or any activities which are likely to give rise to the perception that they have engaged in lobbying, improper interference or solicitation of WSA Co or its advisors. Any breaches of these requirements may result in an Interested Party or Tenderer being removed from the procurement process.

5.7 Probity

O'Connor Marsden & Associates Pty Ltd has been engaged by WSA Co to provide probity oversight during the procurement process for Airport Planning Services and the assessment of this ROI. The probity advisor for the Airport Planning Services procurement process is:

Name: John Renshaw
Phone: 0417 699 395
Email: jrenshaw@ocm.net.au
The probity advisor is not part of the evaluation team but is an independent observer of the procurement process. Any probity concerns regarding this Invitation or any aspect of the procurement process, must be submitted in writing (in appropriate detail) to the probity advisor.
6 Definitions and Interpretation

6.1 Interpretation

In this Invitation to submit a Registration of Interest:

- the definitions of capitalised terms are listed in section 6.2;
- any reference to a part, section or clause is a reference to a part, section or clause of this Invitation, unless otherwise indicated;
- use of the terms "includes" or "including" are to be read, in each case, as though the term is followed by "without limitation";
- use of the phrase "absolute discretion" is to be read as though the phrase is followed by "and without having any obligation to do so";
- a reference to any legislation or to any section or provision of it includes:
  - any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
  - ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision,
- words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated; and
- to the extent of any inconsistency, ambiguity or conflict between the terms of this Invitation and the terms of the Confidentiality and Disclaimer Deed Poll, the terms of the Confidentiality and Disclaimer Deed Poll prevail.
## 6.2 Defined Terms

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airport Plan</td>
<td>means the airport plan for the Western Sydney Airport site as determined by the Infrastructure Minister under section 96B of the Airports Act 1996 (Cth) in December 2016 as varied from time to time in accordance with the Airport Act 1996 (Cth).</td>
</tr>
<tr>
<td>Airport Planning Services</td>
<td>means the services described more particularly identified in section 4.1 of this Invitation.</td>
</tr>
<tr>
<td>Confidentiality and Disclaimer Deed Poll</td>
<td>means the deed poll in the form of Attachment 2 to this Invitation.</td>
</tr>
<tr>
<td>Consultancy Agreement</td>
<td>means the consultancy agreement that a successful Tenderer must enter in to with WSA Co.</td>
</tr>
<tr>
<td>Information Document</td>
<td>has the meaning given to that term in the Confidentiality and Disclaimer Deed Poll.</td>
</tr>
<tr>
<td>Interested Party</td>
<td>means a person, entity, party, joint venture or consortium that is interested in becoming registered to receive this Invitation.</td>
</tr>
<tr>
<td>Invitation</td>
<td>means this invitation to submit a Registration of Interest.</td>
</tr>
<tr>
<td>Primary Contact(s)</td>
<td>means the person(s) nominated as the primary contact by a Tenderer on the User Access Request Form.</td>
</tr>
<tr>
<td>Registration of Interest Application</td>
<td>means registration of interest in the form of Attachment 1 to this Invitation.</td>
</tr>
<tr>
<td>RFT</td>
<td>means the Request for Tender</td>
</tr>
<tr>
<td>ROI</td>
<td>means the Registration of Interest.</td>
</tr>
<tr>
<td>Tenderer</td>
<td>means a person, entity or consortium that submits an ROI to the satisfaction of WSA Co and has been provided access to the WSA Co Data Room to receive the RFT.</td>
</tr>
</tbody>
</table>
Attachment 1  Registration of Interest Application

TO: WSA Co Limited (ABN 81 618 989 272)

BY: [Tenderer to insert name, ACN and address of the Tenderer]

We refer to the Invitation to submit the Registration in respect of the provision of Airport Planning Services ("Invitation").

Terms used in this Registration of Interest Application have the meaning given to them in the Invitation.

ROI Submission

a) We submit our Registration of Interest on the basis of, and accept and agree with, the terms of the Invitation.

Details of the Interested Party

<table>
<thead>
<tr>
<th>Interested Party</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal name and ABN of Tenderer</td>
<td></td>
</tr>
<tr>
<td><em>(If the party is a consortium and legal names and ABNs of each of its proposed members)</em></td>
<td></td>
</tr>
<tr>
<td>Address of the Tenderer;</td>
<td></td>
</tr>
<tr>
<td><em>(Physical address to be provided, not a PO Box)</em></td>
<td></td>
</tr>
<tr>
<td>Primary Contacts</td>
<td></td>
</tr>
<tr>
<td>Contact details for the Primary Contact(s)</td>
<td></td>
</tr>
</tbody>
</table>

ROI Submission Requirement

<table>
<thead>
<tr>
<th>Minimum Requirement</th>
<th>ROI Submission Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience</td>
<td>The Interested Party is required to address this criterion in two parts:</td>
</tr>
<tr>
<td>The Interested Party must demonstrate experience in providing services comparable to the Airport Planning Services on one or more major transport infrastructure projects with a value of greater than A$1 billion within the past five years.</td>
<td>• Case Study – the Interested Party is required to provide a project case study demonstrating its experience, expertise and past performance of providing comparable services on a large airport development project of a value greater than $1 billion within</td>
</tr>
</tbody>
</table>
### Minimum Requirement

<table>
<thead>
<tr>
<th>ROI Submission Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>the past five years (not exceeding 500 words); and</td>
</tr>
<tr>
<td>• Industry Experience – the Interested Party is required to provide a summary of its in-house</td>
</tr>
<tr>
<td>resources, experience and expertise in providing comparable services on airport</td>
</tr>
<tr>
<td>projects of a value greater than $500 million within the past five years.</td>
</tr>
<tr>
<td>(not exceeding 500 words)</td>
</tr>
<tr>
<td>The Interested Party must also provide the contact details of two referees to whom it has</td>
</tr>
<tr>
<td>provided comparable services during the past five years (one of these referees must be</td>
</tr>
<tr>
<td>relevant for the case study provided above).</td>
</tr>
</tbody>
</table>

#### Financial Capacity

- The Interested Party must demonstrate an annual revenue of greater than A$10 million for the most recent financial year.

- The Interested Party is required to provide the most recent fully audited annual report and accounts (including a website link to the report if available).

#### Insurance

- The Interested Party must demonstrate current Professional Indemnity Insurance coverage of at least A$10 million.

- The Interested Party is required to provide the most recent Professional Indemnity insurance certificate of currency.

#### Quality

- The Interested Party must demonstrate certification of ISO 9001 Quality Management Systems or equivalent.

- The Interested Party must provide evidence demonstrating certification of ISO 9001 Quality Management Systems or equivalent.

DATED this day of 2018

[Note to Tenderers: Tenderers may reproduce signature blocks as required, so that where the Interested Party is a consortium, this Registration of Interest Application can be signed by each participant comprising the Tenderer.]

EXECUTED by [INSERT TENDERER NAME and ABN] in accordance with section 127 of the Corporations Act 2001 (Cth):
Western Sydney Airport
Commercial in confidence

Western Sydney Airport – Registration of Interest
Airport Planning Services

EXECUTED by [INSERT TENDERER NAME and ABN] under power of attorney in the presence of:

Signature of director
Print Name

Signature of director/secretary
Print Name

Signature of attorney

Signature of witness
Name

Name
Date of power of attorney
Attachment 2  Confidentiality and Disclaimer Deed Poll

Western Sydney Airport

THIS DEED is made on 2018

IN FAVOUR OF WSA Co Limited (ABN 81 618 989 272)

TENDERER: [Note to Tenderer: If Tenderer comprises more than one participant, each participant's name and ABN should be included.]

Name:

ABN/ACN:

Address:

([Together comprising] the Tenderer).

RECITALS:

(A) WSA Co may disclose certain Confidential Information to the Tenderer and provide the Tenderer with access to certain Information Documents.

(B) This Deed Poll sets out the terms that will apply in respect of the Tenderer's access to the Confidential Information and Information Documents.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

The following definitions apply unless the context requires otherwise.

**Beneficiaries** means the beneficiaries of the Tenderer's promises under this Deed Poll, being WSA Co, the Commonwealth, and any entity notified under clause 7(h), and Beneficiary means any of them.

**Business Day** means any day other than a Saturday, Sunday or public holiday in Sydney, or 27, 28, 29, 30 and 31 December.

**Claim** includes any claim, action, demand or proceeding:

(a) arising out of, or in connection with, any task, thing or relationship connected with the Project; or

(b) otherwise at law or in equity including:

(i) by or for breach of statute;
(ii) in tort for negligence or otherwise, including negligent misrepresentation; or

(iii) for restitution, including restitution based on unjust enrichment.

The term "Claim" does not include a claim made against any Beneficiary by any third party, other than a third party to whom the Tenderer discloses the Information Documents, arising from a breach by such Beneficiary of an obligation which the Beneficiary owes to that third party in relation to the Information Documents.

**Commonwealth** means the Crown in right of the Commonwealth of Australia.

**Comprehensive Security Measures** means such reasonable IT and physical security measures and workplace policies as required to prevent unauthorised disclosure and use.

**Confidential Information** means:

(a) Information Documents;

(b) information acquired by the Tenderer or its Representatives in relation to the Project or the Works; and

(c) any notes or other Documents which include the Confidential Information or any summary, extract or part of it, copies or any other thing derived from anything described in paragraph (a) or (b) of this definition,

whether or not marked as "Commercial in Confidence", "Proprietary" or "Confidential", and which may be provided in writing, electronically, verbally or otherwise, but does not include any information which the Tenderer can demonstrate to be in the public domain or was known to the Tenderer at the time of disclosure other than through a breach of this Deed Poll or any other obligation of confidence.

**Data Room** means the electronic data room containing documents, data and other information regarding the Project created and maintained by WSA Co for the purposes of the Works and any Procurement Documents process.

**Document** means any type of document, including:

(a) paper or other material on which there is writing, printing, marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and

(b) any material from which sounds, images, writing or messages can be reproduced.

**Information Document** means any information, opinion, data, materials, models or document which is:

(a) made available to the Tenderer through the Data Room;

(b) issued or made available by, or on behalf of, any Beneficiary to the Tenderer in connection with the Project or any Procurement Documents process and which at the time of issue (or being made available) is expressly classified or stated to be an "Information Document";

(c) issued or made available by, or on behalf of, any Beneficiary to the Tenderer in connection with the Project, but which is not intended to form part of any Procurement Documents (regardless of whether or not it is expressly classified or stated to be an "Information Document"), including any information, opinion, data, materials, models or document which is provided (including verbally or visually) by WSA Co at, or
following from, any market sounding or briefing or WSA Co's participation in any early tenderer involvement workshops or any other interactive engagement process under the Procurement Documents; or

(d) referred to or incorporated by reference in an Information Document, whether issued or made available before or after the date of this Deed Poll.

Participant means an entity which is a partner or joint participant in the Tenderer.

Procurement Documents means any registration of interest, expression of interest, request for tender or similar procurement document in relation to the Works or the Project.

Project means the Western Sydney Airport project.

Related Company means a related body corporate as defined by section 9 of the Corporations Act 2001 (Cth).

Representatives means any employees, agents or contractors of the Tenderer or any Participant that are in any way involved in the Project or the Works.

Tenderer means the entity or entities that have executed this Deed Poll.

Works means the Airport Planning Services described in the ROI document dated on or about 18 June 2018.

WSA Co means WSA Co Limited ACN 618 989 272.

WSA Co Data Room means, as the context requires, any or all of:

(a) the electronic data room containing documents, data and other information regarding the Works and/or Project;

(b) the electronic data room containing WSA Co-initiated questions; and

(c) any other electronic data room,

created and maintained by WSA Co for the purposes of the Works and any Procurement Documents process.

1.2 Interpretation

In this Deed Poll unless the context otherwise requires:

(d) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;

(e) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";

(f) a reference to any party to this Deed Poll includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;

(g) a reference to this Deed Poll or to any other deed poll, deed, agreement, document or instrument is deemed to include a reference to this Deed Poll or such other deed
poll, deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;

(h) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;

(i) a reference to:

(i) a party, clause or schedule is a reference to a party, clause or schedule of or to this Deed Poll; and

(ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;

(j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(k) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Deed Poll or any part;

(l) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated; and

(m) headings do not affect the interpretation of this Deed Poll.

2. TENDERER DISCLAIMER

The Tenderer:

(a) warrants that it will not rely upon the Procurement Documents or Information Documents as being proper, accurate, adequate, suitable, current, fit for purpose, reasonable, reliable or complete for the purposes of enabling the Tenderer to respond to the Procurement Documents or perform the Works which the Tenderer will be required to perform if it enters into any contract with WSA Co relating to the Works;

(b) warrants that it will make its own independent evaluation of the accuracy, adequacy, suitability, currency, fitness for purpose, reasonableness, reliability and completeness of the Procurement Documents or Information Documents for the purposes of enabling the Tenderer to respond to the Procurement Documents or perform the obligations which the Tenderer will be required to perform if it enters into any contract with WSA Co relating to the Works;

(c) acknowledges and agrees that:

(i) no representation or warranty (express or implied) has been or is made by the Beneficiaries or any of them (or by anyone on their behalf) to the Tenderer that:

A. the scope of works and any technical criteria, data or any other specifications, or drawings included in the Procurement Documents or Information Documents will represent a completed strategy for any works or services relating to the Works or the Project or that they are
accurate, adequate, suitable, current, fit for purpose, reasonable or reliable for any purposes; and

B. the Procurement Documents or Information Documents or any advice or information given by any Beneficiary with respect to the Project, the Procurement Documents or the Information Documents, are accurate, adequate, suitable, current, fit for purpose, reasonable, reliable or complete for any purpose connected with the Project;

(ii) the Beneficiaries will provide it with the Information Documents for the information only of the Tenderer;

(iii) the Information Documents or any information or data do not form part of the Procurement Documents and will not form part of any contract with respect to the Project (whether referred to in any contract, or included as a schedule, exhibit, annexure or otherwise);

(iv) none of the Beneficiaries owes any duty of care to the Tenderer with respect to the Procurement Documents or Information Documents;

(v) the Beneficiaries:

C. are not responsible for; and

D. make no representation, guarantee or warranty in respect of,

the contents of the Procurement Documents or Information Documents or any advice or information given by any Beneficiary with respect to the Project, the Procurement Documents or the Information Documents, including the accuracy, adequacy, suitability, currency, fitness for purpose, reasonableness, reliability or completeness of any reports, data, test results, samples, reports or geotechnical investigations, opinions, recommendations, findings or other information contained in the Procurement Documents or Information Documents;

(vi) the Procurement Documents or Information Documents will not purport to contain, or be, all of the information that an interested party (including the Tenderer) may require in order to make any decision to respond to the Procurement Documents or perform the obligations which the Tenderer will be required to perform if it enters into a contract with WSA Co for the performance of the Works;

(d) for any purpose in connection with the Project, the Tenderer acknowledges and agrees that:

(i) the Beneficiaries will be providing the Procurement Documents and Information Documents to the Tenderer in reliance upon the acknowledgements and warranties contained in this Deed Poll;

(ii) insofar as is permitted by law, the Beneficiaries will not be liable to the Tenderer upon any Claim arising out of or any way in connection with:

E. the provision of, or the purported reliance upon, or use of, the Procurement Documents or Information Documents by the Tenderer
or any other person to whom the Procurement Documents or Information Documents are disclosed by the Tenderer; or

F. a failure by a Beneficiary to provide any information to the Tenderer; and

(iii) none of the Beneficiaries have any obligation to provide any additional information or to update the Procurement Documents or Information Documents or to correct or inform any person or entity of any inaccuracies in the Procurement Documents or Information Documents which may become apparent.

3. RELEASE AND INDEMNITY

(a) To the maximum extent permitted by law, the Tenderer:

(i) unconditionally and irrevocably releases, discharges and indemnifies the Beneficiaries (or any of them) from and against:

A. any Claim, liability, loss, damage, cost or expense suffered or incurred in connection with, or arising out of or in connection with, any breach of this Deed Poll by the Tenderer or its Representatives or any disclosure of the Confidential Information by the Representatives other than as permitted by this Deed Poll;

B. any Claim against any Beneficiary by, or liability of any Beneficiary to, any person; or

C. (without being limited by clause 3(a)(i)(A)) any liabilities, costs, losses or damages suffered or incurred by any Beneficiary, arising, now or in the future, in any way out of or in connection with the provision of, or the purported reliance upon, or use of, the Procurement Documents or Information Documents by the Tenderer, its Representatives or any other person to whom the Procurement Documents or Information Documents are disclosed by the Tenderer;

(ii) unconditionally and irrevocably agrees that no Claim can be made by the Tenderer or its Representatives against a Beneficiary arising in any way from, or relating in any way whatsoever to, the Procurement Documents or Information Documents and hereby releases each Beneficiary from any such claim.

(b) It is not necessary for a Beneficiary to incur expense or make payments before enforcing its right of indemnity.

4. DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

4.1 Tenderer’s obligations

(c) In consideration of the Beneficiaries agreeing to provide it with Confidential Information, the Tenderer must, subject to clause 4.3, keep confidential and not disclose to any person the Confidential Information.

(d) Except as required by law, the Tenderer warrants that it will not:
(i) do any act or thing involving the use or disclosure of the Confidential Information which may cause loss or damage to the Beneficiaries;

(ii) use or permit the use of the Confidential Information for any purpose other than in connection with the Works unless authorised by a separate agreement between the Tenderer and the Beneficiaries, and then only to the extent permitted by that agreement;

(iii) introduce any Confidential Information into any computer system or other device operated, controlled or which may be accessed to any extent by a person other than the Beneficiaries or any Representative to whom disclosure is permitted by clause 4.3;

(iv) copy or reproduce the Confidential Information except to the extent necessary for the Works; and

(v) make notes except to the extent necessary for the Works.

4.2 Security measures

The Tenderer must establish and maintain Comprehensive Security Measures to ensure that any Confidential Information in its possession, custody or control is secure at all times. Without limiting this obligation, the Tenderer must keep the Confidential Information no less secure than its own confidential information.

4.3 When Tenderer may disclose

The Tenderer may disclose the Confidential Information:

(a) with the prior written consent of WSA Co;

(b) to its Representatives to the extent that each has a need to know the information for the purposes of Procurement Documents and, in the case of Representatives that will have access to the WSA Co Data Room; and

(c) to the extent required by law or applicable listing rules.

4.4 Representatives

(a) The Tenderer must ensure that its Representatives (whether or not still employed or engaged by the Tenderer) do not do or omit to do anything which if done or omitted to be done by the Tenderer would be a breach of the Tenderer's obligations under this Deed Poll.

(b) In the event that a Representative does or omits to do anything which if done or omitted to be done by the Tenderer would be a breach of the Tenderer's obligations under this Deed Poll, such conduct will be deemed to be a breach of this Deed Poll by the Tenderer.

(c) The Tenderer consents, and must procure the necessary consents from its Representatives, to such inspections and audits as may be reasonably required by any or all of the Beneficiaries for the purpose of auditing compliance by the Tenderer and its Representatives with the terms of this Deed Poll.

4.5 Return of Confidential Information

(a) Subject to the rest of this clause 4.6, if requested by WSA Co, the Tenderer must:
(i) promptly return to the relevant Beneficiary or Beneficiaries, as applicable, all documents and other physical records of Confidential Information in its possession, custody, power or control;

(ii) delete the Confidential Information from any computer system or other device operated, controlled or which may be accessed by the Tenderer and its Representatives; and

(iii) provide a statutory declaration to any or all of the Beneficiaries, as applicable, confirming that all those documents and records and any copies have been returned or erased, as appropriate.

(b) The Tenderer may retain one copy of any Confidential Information as required to comply with any law, court order, rule or requirement of any stock exchange or government, corporate governance, insurance or internal audit requirements.

(c) The Tenderer is not required to delete Confidential Information that is stored in electronic form in back-up tapes, servers or other sources as a result of the Tenderer’s ordinary back-up procedures for electronic data, provided that no attempt is made by the Tenderer to recover such Confidential Information from the back-up tapes, servers or other sources other than for purposes permitted by this Deed Poll.

4.6 No exclusion of law or equity

This Deed Poll must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

5. BREACH OF CONFIDENTIALITY OBLIGATIONS

(a) The Tenderer must immediately notify WSA Co of, and take all steps necessary to prevent:

(i) any actual, threatened or suspected breach of clause 4 of this Deed Poll by the Tenderer; or

(ii) any unauthorised use or disclosure of the Confidential Information by the Tenderer, its Representatives or any third parties,

and must comply with any directions issued by any or all of the Beneficiaries regarding such breach or unauthorised use or disclosure.

(b) The Tenderer must provide such assistance as may be reasonably requested by any or all of the Beneficiaries in relation to any claim or proceedings that any or all of the Beneficiaries may take against any third party for unauthorised use or disclosure of the Confidential Information.

6. EXCLUSION OF TENDERER FOR BREACH

The Tenderer acknowledges and agrees that:

(a) if the Tenderer breaches a term of this Deed Poll WSA Co may in its absolute discretion exclude the Tenderer from any further involvement in the Project by written notice to the Tenderer;

(b) WSA Co’s rights under this clause 6 are without prejudice to any other rights or remedies which WSA Co may have in connection with the breach; and
7. MISCELLANEOUS

(a) If the Tenderer is more than one person, each person making up the Tenderer is jointly and severally bound by the terms of this Deed Poll.

(b) This Deed Poll is governed by the laws of New South Wales. The Tenderer and the Beneficiaries submit to the non-exclusive jurisdiction of New South Wales.

(c) This Deed Poll may not be revoked without the prior written consent of the Beneficiaries. Any amendments must be agreed in writing between the Tenderer and WSA Co.

(d) Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed Poll.

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

(f) To the extent permitted by law, in relation to its subject matter, this Deed Poll:

(i) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and

(ii) supersedes any prior written or other agreement of the parties.

(g) Any provision of this Deed Poll that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of this Deed Poll nor affect the validity or enforceability of that provision in any other jurisdiction.

(h) WSA Co may at any time give notice to the Tenderer that another entity is to become an additional Beneficiary under this Deed Poll. WSA Co may give multiple notices under this clause. The Tenderer agrees that on and from the date of WSA Co's notice, the entity identified by WSA Co will be a Beneficiary under this Deed Poll.

(i) If for any reason a Beneficiary is unable to enforce against the Tenderer its promises under this Deed Poll, the Tenderer agrees that WSA Co may do so on behalf of any and all Beneficiaries.

(j) This Deed Poll may be executed in counterparts.

(k) Delivery of a counterpart of this Deed Poll by email attachment constitutes an effective mode of delivery.

8. WAIVER

Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of a right, power or remedy provided by law or under this Deed Poll by all or any of the Beneficiaries does not preclude, or operate as a waiver of, the exercise or enforcement or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Deed Poll.
Executed and delivered as a Deed Poll in accordance with section 127 of the Corporations Act 2001 (Cth).

EXECUTED as a Deed Poll in accordance with section 127 of the Corporations Act 2001 by:

__________________________
Director Signature

__________________________
Director/Secretary Signature

__________________________
Print Name

__________________________
Print Name

[OR]

[Insert alternative valid execution. Ensure that where signing under a power of attorney, a copy of the power of attorney is provided with the executed Deed Poll.]
Attachment 3  User Access Request Form

<table>
<thead>
<tr>
<th>Company or Consortium name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenderer</td>
</tr>
</tbody>
</table>

The Tenderer may nominate up to two individuals who will be its Primary Contacts for the WSA CO Data Room. These Primary Contacts can, but do not have to, be the same individuals as the contacts nominated in the Registration Application.

<table>
<thead>
<tr>
<th>Primary Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Name</td>
</tr>
</tbody>
</table>

For each user for whom access is being sought, please provide the following information.

Note: Each user must have read and understood the WSA Co Data Room Conditions of Use for the WSA Data Room as detailed in Appendix A to this User Access Request Form and read and accept any other documents governing access to the WSA Data Room issued by WSA Co from time to time.

<table>
<thead>
<tr>
<th>Users</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Name</td>
</tr>
</tbody>
</table>


Appendix A: WSA Data Room Conditions of Use

WSA Data Room – Airport Planning Services

This data room (WSA Co Data Room) has been established to facilitate communications between WSA Co and Tenderers.

Access to the WSA Co Data Room is limited to Tenderers and their authorised or permitted representatives (collectively, Permitted Users) for the duration of the procurement process for the Airport Planning Services for the Western Sydney Airport project.

To access the WSA Co Data Room, please read the Conditions of Use, below. If you agree to accept the Conditions of Use, select “I have read, understood and agree to the above” and click on the “Submit” button and you will proceed to the WSA Co Data Room. If you do not agree to accept the Conditions of Use, select “I do NOT agree to the above” and click on the “Submit” button and you will not be permitted access to the WSA Co Data Room.

Conditions of Use

Access to and use of the information contained on this website is subject to and conditional upon the following terms and conditions:

1. The information contained on this website is "Confidential Information" for the purposes of the Confidentiality and Disclaimer Deed Poll which applies to the whole procurement process for the Airport Planning Services. The information is only available to Permitted Users and is subject to the terms contained in:
   a. the WSA Co Data Room, including these Conditions of Use;
   b. the Confidentiality and Disclaimer Deed Poll, the terms of which you have read and understood;
   c. any guide which applies to the use of the WSA Co Data Room and is provided to you by WSA Co (Airport Planning Services Data Room User Guide);
   d. the Invitation; and
   e. any other terms of which WSA Co advises you from time to time.

2. You agree to comply with the terms of any Airport Planning Services Data Room User Guide.

3. You acknowledge that you have executed or have agreed to comply with the terms of the Confidentiality and Disclaimer Deed Poll and will take all necessary precautions to protect the confidentiality of the Confidential Information.

4. WSA Co has provided Permitted Users with access to the WSA Co Data Room. You agree to:
   a. protect your username and password from being lost, stolen or disclosed;
   b. not record or provide your username or password electronically or physically in a manner that will allow someone else (other than an authorised representative or a permitted representative) to obtain or use them;
   c. notify WSA Co as soon as you think or suspect that someone (other than an authorised representative or a permitted representative) knows your username or password or they have been lost or stolen; and
   d. notify WSA Co immediately of any change to the identity of your employer.

5. WSA Co is not responsible for the operation of any computer or communication system that you use to access the WSA Co Data Room. WSA Co does not represent that access to the WSA Data Room will always be available. You agree that WSA Co cannot be held responsible for delays, errors, inaccuracies, or omissions due to computer viruses, a failure in a computer system or ancillary equipment or any other circumstances beyond WSA Co’s direct control.
6. You agree that WSA Co may at any time choose to cease providing you with access to the WSA Co Data Room.

7. WSA Co makes no representations or warranties about the accuracy, adequacy, fitness for purpose, currency, reasonableness, reliability, completeness or suitability for any particular purpose of the information contained in the WSA Data Room or that the information is free of infection by computer viruses. WSA Co will not be liable for any loss or damage suffered by you, caused by any error, inaccuracy, incompleteness or other similar defect in the information or the existence of any computer virus.

8. For the purposes of improving and monitoring use of the WSA Co Data Room, WSA Co may collect information about your use of and access to the WSA Co Data Room and the information available on it. You agree to WSA Co’s use of such information for this purpose.

9. All material in the WSA Co Data Room, including (but not limited to) text, graphics, information architecture and coding, is subject to copyright as well as other intellectual property rights. Other than as expressly permitted by the Confidentiality and Disclaimer Deed Poll, no part of the material may be reproduced, adapted or transmitted without the prior written permission of the copyright owner.

10. You agree to notify WSA Co immediately upon becoming aware of any suspected or known non-compliance with these Conditions of Use.