



**Australian Government**

**Department of Infrastructure, Transport,  
Regional Development and Communications**

# REQUEST FOR TENDER

**For the provision of an Environmental Assessment Package  
for Airspace and Flight Path Design for Western Sydney  
International (Nancy-Bird Walton) Airport**

**RFT No. 10019189**

## **PART A5: SCOPE OF SERVICES**

**OFFICIAL: SENSITIVE****CONTENTS**

<b>CONTENTS</b>	<b>2</b>
<b>Glossary</b>	<b>5</b>
<b>Acronyms and abbreviations</b>	<b>7</b>
<b>Part 1: Project Background</b>	<b>8</b>
<b>1. Introduction</b>	<b>8</b>
1.1. Introduction	8
1.2. Western Sydney International (Nancy-Bird Walton) Airport Project	8
1.3. Environmental Assessment Package	8
<b>2. Objectives and Timeframes</b>	<b>10</b>
2.1. Key Outcomes and Expectations	10
2.2. Key Milestones and Timeframes	10
2.3. Key Activities for each Stream	11
2.4. Location of Services	11
2.5. 'Work Order' Process	11
<b>Part 2: Project Management</b>	<b>13</b>
<b>3. Key Personnel</b>	<b>13</b>
3.1. Department's Program Manager	13
<b>4. Program &amp; Project Management Documents</b>	<b>13</b>
4.1. Program Management and Collaboration Plan	13
4.2. Project Plan	14
4.3. Quality Assurance	14
<b>5. Governance</b>	<b>15</b>
5.1. General Requirements	15
5.2. Existing Governance Groups	15
5.3. Anticipated Governance Meetings	15
<b>Part 3.1: Stream 1 - Environmental Assessment Documentation</b>	<b>16</b>
<b>6. Environmental Assessment Documentation</b>	<b>16</b>
6.1. Background	16
6.2. Introduction	16
6.3. General Information	16
6.4. Description of the Action	17
6.5. Feasible Alternatives	20
6.6. Environmental Values and Impact Assessment	20

**OFFICIAL: SENSITIVE**

**OFFICIAL: SENSITIVE**

6.7. Airspace Architecture	21
6.8. Aircraft Noise	22
6.9. Air Quality, Greenhouse Gas Emissions and Climate	24
6.10. Social and Economic Matters	25
6.11. Planning and Land Use	26
6.12. Hazards and Risks	27
6.13. Greater Blue Mountains World Heritage Area	28
6.14. Landscape and Visual Impact	29
6.15. Biodiversity	29
6.16. Environmental Management	29
6.17. Other Approvals and Conditions	30
6.18. Principles of Ecologically Sustainable Development and Objectives of the EPBC Act.	30
6.19. Offsets	31
<b>7. Project Management and Administration - Stream 1</b>	<b>31</b>
7.1. Roles and Responsibilities	31
7.2. Key Performance Indicators	31
7.3. Anticipated Milestones and Timeframes	31
7.4. Reporting Requirements	33
7.5. Workshops	34
7.6. Gap Analysis Report and Risk Register	34
7.7. Draft and Finalised Environmental Assessment Documentation	34
<b>Part 3.2: Stream 2 - Stakeholder Engagement Package</b>	<b>36</b>
<b>8. Scope of Services for Stream 2</b>	<b>36</b>
8.2. Background	37
8.3. Engagement Plan	37
8.4. EAP Coordination	38
8.5. Development and refinement of communication material and channels	38
8.6. Considerations	39
8.7. Submission, collation, analysis and reporting requirements	39
8.8. Community Research	40
<b>9. Project Management and Administration - Stream 2</b>	<b>40</b>
9.1. Roles and Responsibilities	40
9.2. Costing Requirements	41
9.3. Key Performance Indicators	41

**OFFICIAL: SENSITIVE**

9.4. Anticipated Milestones and Timeframes	42
<b>Part 3.3: Stream 3 - Online Interactive Flight Path &amp; Aircraft Noise Communications Tool</b>	<b>44</b>
<b>10. Scope of Services for Stream 3</b>	<b>44</b>
10.1. Introduction	44
10.2. Background	44
10.3. Necessary Requirements	44
10.4. Functional Requirements	45
10.5. Data Requirements	47
<b>11. Project Management and Administration - Stream 3</b>	<b>49</b>
11.1. Roles and Responsibilities	49
11.2. Key Performance Indicators	49
11.3. Anticipated Milestones and Timeframes	49

OFFICIAL: SENSITIVE

## Glossary

Terms	Definition
<b>2015-2016 EIS</b>	2015-2016 Western Sydney Airport Environmental Impact Statement.
<b>Airport</b>	Western Sydney International (Nancy-Bird Walton) Airport.
<b>Airports Act</b>	<i>Airports Act 1996</i> (Cth).
<b>Airport lessee company</b>	The company that is granted a lease over the Airport Site.
<b>Airport Plan</b>	The Western Sydney Airport Plan, published in 2016 and updated in 2020.
<b>Airport Site</b>	The site for Sydney West Airport as defined in the Airports Act. <b>Note:</b> <i>Sydney West Airport is the name used in the Airports Act.</i>
<b>Airservices</b>	Airservices Australia
<b>CEC Strategy</b>	Community Engagement and Communications Strategy.
<b>Department</b>	The Commonwealth of Australia represented by the Department of Infrastructure, Transport, Regional Development and Communications (as that may change from time to time).
<b>Department's Program Manager</b>	The Department officer who will manage the overall EAP.
<b>Department's Project Manager</b>	The Department officer who will manage the relevant Stream under the EAP.
<b>Detailed Design</b>	The draft final airspace and flight path design.
<b>Environmental Assessment Package or EAP</b>	The works set out in this Scope of Services.
<b>EPBC Act</b>	<i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth).
<b>Long Term Operating Plan</b>	The "Long Term Operating Plan" for Sydney (Kingsford-Smith) Airport and Associated Airspace found at: <a href="https://sacf.infrastructure.gov.au/ltop">https://sacf.infrastructure.gov.au/ltop</a>
<b>Minister for Environment</b>	The Minister responsible for the EPBC Act (who may change from time to time).
<b>Plan for Aviation Airspace Management or PAAM</b>	The PAAM outlines the decisions and processes followed to develop a preliminary airspace and flight path concept design for single runway operations at the Airport.
<b>Preliminary Design</b>	The draft airspace and flight path design set out in the PAAM.

OFFICIAL: SENSITIVE

**OFFICIAL: SENSITIVE**

<b>Program Management and Collaboration Plan</b>	The alliance-based Program Management and Collaboration Plan set out in section 4.1.1 of Part 2 of this Scope of Services.
<b>Program Manager</b>	The person appointed by the successful Tenderer as the Program Manager for their respective Stream(s).
<b>Project Manager</b>	The person appointed by the successful Tenderer as Project Manager(s) for their respective Stream(s).
<b>Project Plan</b>	The plan set out in section 4.2.1 of Part 2 of this Scope of Services.
<b>Senior Program Manager</b>	The person appointed by the successful Tenderer(s) of Streams 1 and 2 for their respective Stream(s).
<b>Stage 1 or Stage 1 development</b>	The developments described as such in Part 3 of the Airport Plan.
<b>Stage 1 operations</b>	The airport operating at the capacity described in section 3.1.1 of the Airport Plan.
<b>Stream</b>	Refers to one of the streams of work within the EAP, being either Stream 1, Stream 2 or Stream 3.
<b>Sydney basin</b>	The Sydney basin is identified as the Sydney Greater Capital City Statistical Area, as defined by the Australian Bureau of Statistics. It is bordered by Sutherland and Bargo in the south, Lake Macquarie and the Hawkesbury River in the north and Mt Victoria in the west.
<b>Western Sydney International Airport Project or WSIA Project</b>	The planning, construction and management of the Airport.

OFFICIAL: SENSITIVE

## Acronyms and abbreviations

Acronym	Meaning
ANEC	Australian Noise Exposure Concept
ANEF	Australian Noise Exposure Forecast
ATC	Air Traffic Control
CASA	Civil Aviation Safety Authority
DAWE	Department of Agriculture, Water and the Environment
EAP	Environmental Assessment Package
EIS	Environmental Impact Statement
ESG	Expert Steering Group
FOWSA	Forum on Western Sydney Airport
GBMWA	Greater Blue Mountains World Heritage Area
IATS	International Aviation, Technology and Services Division in the Department
ICAO	International Civil Aviation Organization
KPI	Key Performance Indicator
NAP	Noise Abatement Procedures
NOS	National Operating Standard
OLS	Obstacle Limitation Surfaces
PAAM	Plan for Aviation Airspace Management
PANS-OPS	Procedures for Air Navigation Services – Aircraft Operations
PSG	Project Steering Group
RFT	Request for Tender
SID	Standard Instrument Departures
STAR	Standard Instrument Arrivals
TWG	Technical Working Group
WSIA	Western Sydney International (Nancy-Bird Walton) Airport

OFFICIAL: SENSITIVE

OFFICIAL: SENSITIVE

## Part 1: Project Background

### 1. Introduction

#### 1.1. Introduction

- 1.1.1. The Department is conducting a two stage procurement process for the provision of the services of an Environmental Assessment Package (**EAP**) for the Airspace and Flight Path Design for Western Sydney International (Nancy-Bird Walton) Airport (**Airport**).
- 1.1.2. You are receiving this Request for Tender (**RFT**) as you were shortlisted to respond to one or more streams following an evaluation of stage one of this procurement process, which was an open Request for Expression of Interest (**REOI**), undertaken from June to August 2020.
- 1.1.3. The successful Tenderer(s) will be engaged by the Department to provide a comprehensive approach to undertake the environmental assessment, and to develop and deliver the requisite environmental assessment services to support the next phase of the Airport's development.

#### 1.2. Western Sydney International (Nancy-Bird Walton) Airport Project

- 1.2.1. In April 2014 the Australian Government announced that the Commonwealth-owned land at Badgerys Creek would be the site for a new airport for Western Sydney. The Australian Government is investing up to \$5.3 billion to build the Airport, which is being led by the Department.
- 1.2.2. The Airport is a significant infrastructure project and the first capital city airport development in Australia for several decades, which will bring a range of social and economic opportunities for the Western Sydney and Blue Mountains regions.
- 1.2.3. The Australian Government is committed to developing and delivering Stage 1 of the WSIA Project by the end of 2026.
- 1.2.4. Stage 1 of the WSIA Project will involve the conversion of the existing semi-rural site to build the new Airport, including a single runway and related taxiways, aprons, terminal and support facilities capable of supporting all domestic and international aircraft anticipated to be in service. Stage 1 of the WSIA is expected to have an initial capacity of 10 million passengers per year.

#### 1.3. Environmental Assessment Package

- 1.3.1. The Department is also responsible for leading the development of airspace and flight path design for the WSIA Project, working in close collaboration with Airservices Australia (**Airservices**) and the Civil Aviation Safety Authority (**CASA**).
- 1.3.2. An Airport Plan for Western Sydney Airport has been published, pursuant to section 96B(1) of the *Airports Acts 1996*. The Airport Plan was determined following finalisation of an Environmental Impact Statement under section 104 of the *Environment Protection and Biodiversity Conservation Act 1999* (**EPBC Act**).
- 1.3.3. Community and industry engagement undertaken in 2015 formed a critical input to the development of the principles and conditions contained in the Airport Plan. The Department has developed a preliminary airspace design which takes into account the future airspace design principles and Condition 16 of the Airport Plan.

OFFICIAL: SENSITIVE



**OFFICIAL: SENSITIVE**

- 1.3.4. The Department has worked closely with aviation experts across government, specialist consultants and technical experts to develop the Preliminary Design for the airport, which is outlined in a document called the Plan for Aviation Airspace Management (**PAAM**).
- 1.3.5. The PAAM is a thorough and highly technical document that articulates the decisions and process followed to develop a preliminary airspace and flight path concept design for single runway operations at the Airport. The document includes the containment and detailed flight paths for day and night modes at the Airport, changes to other airports required as a result of the Airport and shows how the key performance areas of safety, efficiency, capacity and environment have been considered in the design. This document will provide the technical information required to undertake the environmental assessment and develop the assessment documents that may be required by the Minister for Environment.
- 1.3.6. The Airport Plan specifies that the PAAM must be referred to the Minister for Environment under section 161 of the EPBC Act. The EAP will include public exhibition of the preliminary flight paths and associated impacts on the community and the environment to facilitate feedback from the community to inform the final airspace design.
- 1.3.7. Community and stakeholder engagement through the public consultation period of the environmental assessment phase is a key priority for the Department to ensure the community is informed and engaged in planning processes to enable the provision of feedback to support the finalisation and implementation of the airspace and flight path design.
- 1.3.8. The EAP for the airspace and flight path design for the Airport is divided into:
  - a) **Stream 1** - Environmental Assessment Documentation;
  - b) **Stream 2** - Stakeholder Engagement Package; and
  - c) **Stream 3** - Online Interactive Flight Path and Aircraft Noise Communications Tool.

**OFFICIAL: SENSITIVE**

## 2. Objectives and Timeframes

### 2.1. Key Outcomes and Expectations

2.1.1. The outcomes the Department is seeking through the delivery of the EAP are:

- a) an environmental assessment process and the production of a draft and final assessment document as required by the Minister for Environment that meets the requirements of Condition 16 of the Airport Plan and any guidelines issued under the EPBC Act for the conduct of the assessment to be delivered for consideration and approval by decision makers; and
- b) relevant communities are adequately informed, engaged and appropriately consulted about the Preliminary Design, including the associated impacts on the community and the environment.

2.1.2. The successful Tenderer(s) will be contracted to:

- a) **Stream 1** - Undertake necessary studies and prepare draft and finalised environmental assessment documentation including a draft and final Environmental Impact Statement (EIS) (if required), other associated materials and services as approved by the Department (including oversight of any public consultation and feedback process) in accordance with any and all guidelines and requirements from the Minister for Environment under the EPBC Act;
- b) **Stream 2** - Develop a detailed Stakeholder Engagement Plan incorporating best practice methods for communicating complex technical information; effectively deliver and execute the consultation and communication activities established under the developed Stakeholder Engagement Plan, including coordinated management and delivery of the public consultation and feedback process; and
- c) **Stream 3** - Develop, host and maintain an Online Interactive Flight Path and Aircraft Noise Communications Tool.

2.1.3. Due to the complexities of and interdependencies between the three Streams, the Department's preference is to engage a single Tenderer to deliver all services under each Stream. However, the Department may choose to engage up to three individual Tenderers to each deliver an individual Stream, should this approach best meet the Department's requirement to achieve value for money.

2.1.4. If multiple Tenderers are selected to provide the services under each Stream, the Department may select one Tenderer to be the 'Lead Supplier', as defined in clause 2.2.3 of the Draft Contract in Part A4 of this RFT, and may require the creation of a Program Management and Collaboration Plan to manage dealings between the service providers.

2.1.5. Tenderers should note that, regardless of the contract model selected by the Department, the performance of the EAP requires a coordinated project management approach across the three Streams to deliver high standard and quality outputs.

### 2.2. Key Milestones and Timeframes

2.2.1. The EAP will need to be undertaken within the timeframes prescribed by the Department to ensure alignment with the broader WSIA Project schedule. A high-level overview of the phasing and timing for performance of the EAP is provided at **Appendix 1**.

**OFFICIAL: SENSITIVE**

**OFFICIAL: SENSITIVE**

2.2.2. Timeframes for the delivery of services are subject to change with short notice from the Department. Tenderers should be flexible and able to deliver any or all of the services in accordance with the timeframes determined by the Department at any point during the contracted period.

**2.3. Key Activities for each Stream**

2.3.1. Relevant information about the key activities for each Stream, milestones and the indicative dates for completion for each of those activities is detailed at:

- a) **Stream 1:** Environmental Assessment Documentation – Part 3.1;
- b) **Stream 2:** Stakeholder Engagement Package – Part 3.2; and
- c) **Stream 3:** Online Interactive Flight Path and Aircraft Noise Communications Tool – Part 3.3

2.3.2. Tenderers should note that these are not exhaustive requirements and that they will be further refined and discussed with the successful Tenderer(s) during contract negotiations and following contract execution.

**2.4. Location of Services**

2.4.1. The successful Tenderer(s) and members of their team may be required to attend and/or meet at the Department's offices in Canberra regularly or upon request of the Department.

2.4.2. The Department will not be liable for travel or accommodation expenses for any non-Canberra based staff members required to be in Canberra. These costs should be included as part of the Tenderer's overhead. The Department will negotiate any travel or accommodation requirements for technical or specialist staff as part of the proposed 'work order' process set out below.

**2.5. 'Work Order' Process**

2.5.1. Following the negotiation and agreement of an overall contract and associated budget and costings, the Department, noting that some of the required activities and services are yet to be fully defined (e.g. specialist ad hoc services), is suggesting the implementation of a 'work order' process to allow ad hoc, discrete pieces of work to be scoped, costed and agreed under the Scope of Services for each Stream, without requiring multiple contract variations or adjustments.

2.5.2. The Department envisages this process will be undertaken as set out below:

- a) a project or ad hoc service is identified;
- b) the contractor will be asked to submit a formal proposal and quote (including any travel/disbursement costs, if applicable) for the identified work, using an agreed (1-2 page) template and the schedule of rates agreed at the time of initial contract award;
- c) the Department will review this proposal and cost against the EAP requirements and budget;
- d) if accepted, the Department will sign the 'work order' and provide it back to the contractor as formal approval to commence the work;

**OFFICIAL: SENSITIVE**

- e) the cost of the agreed 'work order' will be taken from the overall 'capped not to exceed' amount which will form part of the total EAP budget; and
- f) once the 'work order' project is complete and accepted by the Department, the contractor will submit an invoice for payment for the 'work order' services.

2.5.3. This process differs from a formal contract variation process. A formal contract variation process may be undertaken when:

- a) additional services are required beyond Scope of the Services for each Stream (as will be defined in the executed contract); or
- b) the 'capped not exceed' budget has been fully utilised and needs to be increased; or
- c) the timeframes for the executed contract need to be amended.

OFFICIAL: SENSITIVE

## Part 2: Project Management

### 3. Key Personnel

#### 3.1. Department's Program Manager

3.1.1. The Department's Program Manager for the EAP will be a Director within the Department's Western Sydney Airport Regulatory Policy Branch.

#### Program Manager

The successful Tenderer(s) for all **Streams** will be required to appoint an experienced and capable Program Manager for their respective Stream. The Program Managers' responsibilities will include:

- a) ensuring the Department's objectives and outcomes for the EAP are met;
- b) managing, collaborating, coordinating and streamlining EAP milestones and timeframes across the three Streams;
- c) developing and implementing the Program Management and Collaboration Plan for the coordinated delivery of the EAP, if required; and
- d) Streams 1 and 2 will be expected to guide Program Management with Stream 3.

### 4. Program & Project Management Documents

#### 4.1. Program Management and Collaboration Plan

- 4.1.1. If the outcome of the tender evaluation process results in the Department engaging different Tenderers to undertake work required of the Streams, a Program Management and Collaboration Plan may be negotiated and agreed between the successful Tenderer(s) and the Department.
- 4.1.2. The successful Tenderer(s) for **Streams 1 and 2**, with input from the successful Tenderer for **Stream 3**, may be required to jointly prepare and submit the Program Management and Collaboration Plan for the coordinated performance of the EAP on an alliance basis to the Department for comment, review and approval.
- 4.1.3. The Program Management and Collaboration Plan will be required to include details of how the three Streams will work collaboratively to ensure:
  - a) that the Department's objectives and outcomes for the EAP are met to a high standard;
  - b) that EAP milestones and timeframes are appropriately aligned with the milestones, deliverables and activities of individual Streams;
  - c) that information management and sharing across Streams is efficient and effective;
  - d) that the EAP documents are delivered with consistent structure, presentation and content across the Streams;
  - e) the implementation of effective governance and collaboration arrangements for the EAP; and
  - f) effective communications between the Department, the successful Tenderer(s) and key stakeholders (if any).

OFFICIAL: SENSITIVE

**OFFICIAL: SENSITIVE**

4.1.4. The Program Management and Collaboration Plan will be required to incorporate the Department's requirements for its existing governance meetings.

4.1.5. Tenderers should note that development and approval of the Program Management and Collaboration Plan will be negotiated after contract execution. Once approved by the Department, the Program Management and Collaboration Plan will be reviewed and updated regularly to ensure continued alignment with the objectives and outcomes of the broader EAP.

#### 4.2. **Project Plan**

4.2.1. The successful Tenderer(s) will be required to prepare and submit a plan (**Project Plan**) for each of their respective Streams to the Department for comment, review and approval that includes details of:

- a) how the successful Tenderer(s) intends to carry out the activities for their respective Stream(s); and
- b) other operational and management requirements such as organisational and resourcing structures, governance processes, risk processes, project reporting processes, stakeholder engagement processes and other such project management issues to ensure effective management of their Stream under the broader EAP.

4.2.2. Once approved by the Department, the Project Plan will be reviewed and updated regularly to ensure continued alignment with the objectives and outcomes of the broader EAP.

#### 4.3. **Quality Assurance**

4.3.1. The successful Tenderer(s) will be responsible for ensuring that all deliverables submitted under the EAP have had appropriate quality assurance measures undertaken prior to their submission to the Department.

4.3.2. Quality assurance measures include, without limitation, ensuring that:

- a) all documents and deliverables are formatted correctly, with numbering, style, page numbers and headings all consistent;
- b) all documents and deliverables have been appropriately edited, and peer reviewed to ensure that content is accurate, concise, and relevant to the topic;
- c) all documents have been spell-checked; and
- d) in general, the documents and deliverables are of a sufficient quality as to be submitted to the Department as a 'final' for review and approval.

4.3.3. Any documents found to have not had sufficient and suitable quality assurance undertaken will be returned to the successful Tenderer(s) for correction, at the successful Tenderer's cost.

4.3.4. The price for undertaking general quality assurance measures should be included in the Tenderer's overheads.

4.3.5. The successful Tenderer for **Stream 1** will include and apply the correct reference to any quality assurance frameworks or Australian Standards that may apply to the performance of the Services.

4.3.6. The successful Tenderer for **Stream 1** will have a suitably senior person, of relevant

**OFFICIAL: SENSITIVE**

expertise, to review and endorse all final drafts of environmental assessment documents, prior to their provision to the Department.

- 4.3.7. Documents prepared for publication by the successful Tenderer will be required to conform to the Department's branding, style and publishing guidelines, or as otherwise agreed with the Department.

## **5. Governance**

---

### **5.1. General Requirements**

- 5.1.1. A number of governance arrangements will apply to the three Streams in relation to the EAP. In providing the services under each of the Streams, the successful Tenderer(s) will be required to implement, coordinate and manage all governance requirements in relation to the EAP as directed by the Department.
- 5.1.2. Tenderers should note that the Department will be responsible for, and will manage, all stakeholder engagement for the meetings and groups that have already been established and are currently operating.
- 5.1.3. Tenderers should also note that additional meetings and/or working groups may be set up and/or disbanded as required during various phases of the EAP.

### **5.2. Existing Governance Groups**

- 5.2.1. The Department has an established governance arrangement for the broader WSIA Project. The EAP service provider, being a component of the broader WSIA Project will, as instructed by the Department, participate in and/or report to one or more of the governance meetings.

### **5.3. Anticipated Governance Meetings**

- 5.3.1. Details of anticipated governance meetings and an overview of their requirements are provided below. Tenderers should have regard to these meetings when preparing their tender and note that requirements may be adjusted as the EAP progresses through various phases.

#### **5.3.2. EAP Coordination Committee**

The EAP Coordination Committee is expected to:

- a) meet fortnightly to monitor progress and Key Performance Indicators (**KPIs**) of each Stream;
- b) review key achievements, risks and issues from the previous fortnight;
- c) coordinate activities and communications across Streams;
- d) review and approve updates to Project Plan; and
- e) confirm priorities for the upcoming fortnight.

The EAP Coordination Committee will be chaired by the Department's Program Manager and have representatives from the Department, relevant Stream Project Managers, subject matter experts and other key personnel as required.

OFFICIAL: SENSITIVE

## Part 3.1: Stream 1 - Environmental Assessment Documentation

### 6. Environmental Assessment Documentation

#### 6.1. Background

- 6.1.1. The requirements and principles for future airspace design for the Airport are set out in detail in section 2.2.5 of the Airport Plan.
- 6.1.2. Section 3.10 of the Airport Plan sets out a range of conditions regarding the Stage 1 development of the Airport.
- 6.1.3. Section 3.10.3 of the Airport Plan includes a number of principles which must be taken into account in the airspace and flight path design (in concert with the principles from section 2.2.5 of the Airport Plan).
- 6.1.4. The 2015-2016 EIS provides a significant amount of material relevant to the performance of the EAP.

#### 6.2. Introduction

- 6.2.1. The successful Tenderer will be required to undertake technical studies, site investigations, analyses and other tasks in preparing and delivering the environmental assessment of the Preliminary Design. This must meet the requirements of the EPBC Act and any guidelines issued under the EPBC Act for the conduct of the assessment (depending on the decision of the Minister for Environment as to the assessment method).
- 6.2.2. The PAAM is divided into six chapters:
  - a) the 'Purpose' Chapter sets out the background of the project, including scope and governance;
  - b) the 'Airspace and Flight Path Design Process' Chapter outlines the process undertaken during the Preliminary Design;
  - c) the 'Airspace and Flight Path Design Decisions' Chapter sets out the decisions and detailed description of all flight paths, containment and changes to other Sydney Basin airports;
  - d) the 'Airspace and Flight Path Design Performance' Chapter reports on the performance of the design against assessment criteria developed under the functional requirements for key performance areas of safety, efficiency, capacity and environment;
  - e) the 'Air Traffic Control (**ATC**) Procedures' Chapter sets out the ATC Procedures that have been designed for the Airport; and
  - f) the 'Noise Abatement Procedures (**NAP**)' Chapter describes the NAP that have been developed as part of the design.
- 6.2.3. The matters to be addressed in the environmental assessment, including the draft and final documentation for the environmental assessment, are to include, without limitation, those described below.

#### 6.3. General Information

- 6.3.1. This section requires description of the background and context of the action, including:

OFFICIAL: SENSITIVE



**OFFICIAL: SENSITIVE**

- a) the objective, role and need for the Preliminary Design for the Airport;
- b) the location of the action;
- c) the general background to the action, including a history of decisions, studies and formal environmental assessments and approvals relating to the development of a second major airport at the Badgerys Creek site, including outcomes of the 2015-2016 EIS – particularly as they relate to the action;
- d) the role and responsibilities of the Airport lessee company, including any ongoing responsibilities that the company will have in relation to aircraft operations and their effects under the Airports Act, and in relation to community and other stakeholder consultation relating to aircraft operations;
- e) the role and responsibilities of the Department, in relation to the implementation of the Airport Plan, and managing resultant impacts on the environment;
- f) the legislative background and approvals framework for the action, including reference to relevant conditions of the Airport Plan, protected matters and assessment requirements under the EPBC Act, and any legislative requirements or approvals applicable under Commonwealth law such as the EPBC Act, the Airports Act, the *Air Services Act 1995* (Cth) and Air Services Regulations 2019 (Cth), the *Civil Aviation Act 1988* (Cth), the Civil Aviation Safety Regulations 1998 (Cth), the Civil Aviation Regulations 1988 (Cth) and the Airspace Regulations 2007 (Cth);
- g) consultation undertaken about the action with stakeholders, that will include the aviation industry, the community and State and local government authorities, and identification of key issues and views expressed during consultations or obtained from other sources;
- h) how the action relates to any other actions (of which the Department, as proponent, should reasonably be aware) that have been, are being or are proposed to be taken or that have been approved in the region affected by the action;
- i) the current status of the action; and
- j) the consequences of not proceeding with the action.

**6.4. Description of the Action**

6.4.1. This section requires description of the Airport Plan and associated design concepts and elements, both as a vision statement and regulatory document, including:

- a) the Airport Plan's relationship to the Airports Act;
- b) the Stage 1 development;
- c) indicative stages of development beyond Stage 1;
- d) indicative ultimate single runway capacity development and design concepts;
- e) the forecast timing of different development stages, including the reliability of, and factors underpinning, those forecasts;
- f) the location and orientation of runways, including a discussion of why the runway orientation was selected and forecast runway usability; and

**OFFICIAL: SENSITIVE**

- g) on-airport and off-airport aeronautical infrastructure to manage aircraft operations.

6.4.2. This section requires description and, as necessary, illustration of all relevant components of the Preliminary Design and related elements in detail, including:

- a) the process that was undertaken to develop the Preliminary Design and an overview of the technical work, analyses, testing and decisions taken to determine a preferred airspace and flight path design for the Airport, including:
- i. discussion of relevant frameworks or functional requirements guiding the airspace design;
  - ii. description of relevant requirements of Condition 16 and the 'Future Airspace Design' principles in the Airport Plan, in detail, and how they have been taken into account in developing the Preliminary Design; and
  - iii. description of any further steps required to finalise the airspace and flight path design, and relevant approvals and other administrative actions required to implement the plan;
- b) air traffic forecasts, detailing the number of expected aircraft movements by hour, by day and by year, the operation type (arrival or departure), aircraft family and indicative ports of origin or destination, for the following scenarios – Stage 1 operations and single runway at or near operational capacity (based upon an updated synthetic schedule to be provided by the Airport lessee company), including:
- i. discussion of the basis of demand forecasts including factors that could significantly affect their reliability;
- c) flight frequency, including daily and seasonal variations in the number of aircraft movements;
- d) the factors that determine how, where and when aircraft are proposed to fly into and out of the Airport, including:
- i. relevant international and national regulations, standards and rule sets;
  - ii. constraints on the location of flight paths and on flight procedures, including prohibited, restricted and danger areas, relevant existing air routes servicing airports in the Sydney basin and strategic separation requirements for aircraft on different flight paths;
  - iii. the management of aircraft arrivals and departures, including:
    - navigation technologies to be employed for managing aircraft arrivals and departures, including future technological capabilities and their impact on aircraft operations;
    - the location and use of standard instrument departure and arrival routes (i.e. SIDs and STARs), including the expected variability of movements around defined SIDs and STARs;
    - air traffic control intervention such as vectoring of aircraft, including the location of vectoring areas that may be used;
    - any visual flight procedures;

**OFFICIAL: SENSITIVE**

- the location and use of holding areas for arriving aircraft;
  - climb and descent procedures such as continuous climb departures and continuous descent arrivals, including assumptions about their frequency of use and possible restrictions on availability; and
  - any proposed noise abatement procedures such as noise preferential flight paths, including those for managing aircraft noise at night, or at other specified times to provide noise respite or meet other noise abatement strategies; and
- iv. meteorological factors such as wind, temperature, rainfall, fog, thunderstorms and orographic-induced turbulence and their impact on the selection of runway operating modes, aircraft performance and flight frequency;
- e) proposed changes to existing airspace architecture and classification, including establishing the control zone for the Airport;
- f) expected hours of operation;
- g) proposed contingent changes to operations at Sydney (Kingsford-Smith) Airport and other aerodromes in the Sydney basin that are of significance to warrant assessment, as identified in the PAAM and as advised by the Department;
- h) identification of the height of different aircraft types on standard arrival and departure flight paths, including the variability of aircraft height at given locations/distances from the airport due to factors such as weather, fuel load, aircraft performance, flight procedures (e.g. hold-downs to maintain segregation from other air traffic), air traffic control directives etc;
- i) the number, frequency and range of aircraft operations on standard arrival and departure flight paths, including estimates, for each SID and STAR, of the average daily number of movements, the daily range of movements, the number of days with no movements and the percentage of total airport movements;
- j) runway modes of operation for both day and night operations, including meteorological, air traffic demand and other factors that may affect the selection of particular modes and, if relevant, the identification of any preferred operating modes (e.g. for day, night or weekend periods);
- k) to the extent possible, emergency procedures for events such as missed approaches and fuel jettisoning;
- l) relevant aspects of the *Sydney Airport Curfew Act 1996* (Cth) relating to the possible transfer of movements from Sydney (Kingsford-Smith) Airport to the Airport;
- m) the circumstances (e.g. adverse weather conditions) under which air traffic may be diverted from Sydney (Kingsford-Smith) Airport to the Airport, the expected frequency of such events and their consequences for operations at the Airport; and
- n) airspace protections, including obstacle limitation surfaces (**OLS**), procedures for air navigation services – aircraft operations (**PANS-OPS**) and any other safety-critical surfaces around navigational aids.

**OFFICIAL: SENSITIVE****6.5. Feasible Alternatives**

- 6.5.1. This section requires description of any feasible alternatives to the action, to the extent reasonably practicable, including:
- a) if relevant, not proceeding with the action;
  - b) alternative airspace concepts and designs considered for the Airport, including the reasons for their non-selection;
  - c) a comparative description of the impacts of each alternative on relevant matters protected by the EPBC Act (including impacts on the 'environment' as defined in section 528 of the EPBC Act); and
  - d) sufficient detail to make clear why any alternative is preferred to another.

*[Note: Extensive preparatory work has been undertaken by the Department's airspace technical working group to develop, validate and assess the performance of alternative conceptual airspace and flight path designs against the key criteria of safety, environmental impact, efficiency and capacity. These plans and assessments are documented in the PAAM and would be made available to the successful Tenderer.]*

**6.6. Environmental Values and Impact Assessment**

- 6.6.1. This section requires the undertaking of relevant desktop studies, modelling, consultations and field investigations of the area affected by the introduction of new or changed aircraft operations to support development of a baseline of environmental values, including existing environment factors, ambient noise and social values, against which impacts of the proposed action can be assessed. This baseline should consider relevant environmental studies, including the preliminary 'Social Impact Analysis' for the Airport that was undertaken by the Department.
- 6.6.2. This section requires description of the environment, land uses and character of the areas that may be affected by the action, giving consideration to all components of the environment as defined in section 528 of the EPBC Act, and any other relevant standard assessment processes as advised by the Department, including:
- a) ecosystems and their constituent parts, including people and communities;
  - b) natural and physical resources;
  - c) the qualities and characteristics of locations, places and areas (including tourism areas/sites);
  - d) heritage values of places; and
  - e) the social, economic and cultural aspects of a thing mentioned in the preceding points.
- 6.6.3. This section requires identification and assessment of direct, indirect and cumulative impacts on the social, physical and biological environment from implementation of the action. Unless otherwise stated or agreed with the Department, assessments will be conducted for at least two development scenarios (i.e. Stage 1 single runway operations and single runway operations at or near design capacity), including likely timing and impacts of increased capacity operations where feasible. Matters to be addressed through technical studies and in the environmental assessment are

**OFFICIAL: SENSITIVE**

described in the following sections.

**6.7. Airspace Architecture**

- 6.7.1. This section requires provision of an assessment of the impacts of the action on airspace architecture and aircraft operations and management in the Sydney basin. This should include consequential impacts on operations at Sydney (Kingsford-Smith) Airport and other aerodromes and aviation activities in the region, as agreed with the Department. Key elements of the assessment include, without limitation:
- a) a description of existing airspace architecture and management in the Sydney basin, including the identification of airports and current levels of usage, general aviation training areas, Defence restricted areas, including other potentially affected Commonwealth land and Commonwealth activities and other usage such as gliding and parachuting activities;
  - b) a description of how the Preliminary Design within the PAAM has addressed and considered the consequential impacts on the broader Sydney basin airspace architecture;
  - c) an assessment of operational compatibility with Sydney (Kingsford-Smith) Airport including description of:
    - i. potential interactions between aircraft using the Airport and Sydney (Kingsford-Smith) Airport, and how these have been addressed within the PAAM, including consideration of impacts on standard arrival and departure routes, and vertical and horizontal separation standards for aircraft using the respective airports;
    - ii. any impacts on operational strategies and policies for Sydney (Kingsford-Smith) Airport, including the Long Term Operating Plan and how this has been considered in the PAAM;
    - iii. impacts on air traffic movement rates and capacity; and
    - iv. implications for the safety of operations and aircraft crash risk;
  - d) an assessment of how the PAAM has addressed the interactions with secondary airports in the Sydney basin having regard to safety standards adopted by the Civil Aviation Safety Authority, including at Bankstown, Camden and military airfields (RAAF Base Richmond and Holsworthy Barracks) and the impacts on general aviation activities, flying training areas, Defence aviation activities, commercial operators and other aviators and recreational airspace users, including description of:
    - i. any changes to flight paths and flight procedures for aircraft using Sydney (Kingsford-Smith) Airport, Bankstown Airport, Camden Airport and RAAF Base Richmond;
    - ii. any proposed changes to the classification of airspace volumes, including reductions in the volume or changes to the boundaries of existing prohibited, restricted and danger areas (including general aviation flying training areas, military airspace restrictions associated with military establishments), and proposed new or alternative volumes of airspace to compensate for or replace any reductions identified above;

**OFFICIAL: SENSITIVE**

- iii. describe how the PAAM maintains equitable access for different airspace users; and
- e) a description of potential measures and procedures to reduce the impact of aircraft operations at the Airport on operations and activities at other airports, and training, Defence and recreation areas, and potential management approaches for impacts that cannot be avoided and how this has been considered in the PAAM.

**6.8. Aircraft Noise**

6.8.1. This section requires undertaking of a noise assessment of the proposed action that meets contemporary standards of modelling and presentation for Australian airport developments. The assessment will address aircraft in flight, aircraft taxiing and the on-ground phases of landing and take-off. The Social Impact Assessment described below will assess the health impacts of aircraft noise based on the noise assessment and having regard to contemporary references, studies and guidelines.

Key elements of the noise assessment include, without limitation:

- a) identification of noise sensitive facilities and areas, and undertaking baseline noise monitoring, with input from the Department's specialist consultants as necessary, to characterise existing ambient noise levels, including description of:
  - i. the existing noise environment of representative areas across Western Sydney and the Blue Mountains, including baseline background noise levels and existing flight paths and noise associated with aircraft operations at Sydney (Kingsford-Smith) Airport;
- b) review and validation of noise exposure forecasts developed in the PAAM, including description of:
  - i. noise exposure levels and patterns for relevant air traffic scenarios, based on recognised noise exposure metrics, including cumulative, peak and movement frequency-based noise measures (e.g. ANEC, N70, N60 and  $L_{Amax}$  measures);
  - ii. the range of frequencies of noise;
  - iii. the duration of aircraft overflight noise events for different aircraft;
  - iv. the frequency of aircraft overflight noise events and fluctuations of events;
  - v. different aircraft types and their performance and noise characteristics;
  - vi. varying aircraft operating procedures (e.g. for day and night operations, weekday versus weekend operations, preferred runway operating modes), and variations in noise patterns due to seasonal and meteorological factors; and
  - vii. the estimated number of people, dwellings and sensitive land uses impacted by aircraft overflight noise and implications for land use planning identified in the PAAM, having regard to the guidance provided in Australian Standard AS 2021:2015 Acoustics – Aircraft Noise Intrusion – Building Siting and Construction, Ministerial directions, the National Airports Safeguarding Framework (**NASF**) and any other relevant land use planning instruments or policies (this may include consideration of scenarios if land planning restrictions were removed);

**OFFICIAL: SENSITIVE**

- c) detailed description of how the Preliminary Design has taken into account relevant New South Wales planning documents such as the Western Sydney Aerotropolis Plan published by the NSW Department of Planning, Industry & Environment and the following matters, consistent with the requirements of Condition 16 of the Airport Plan:
- i. the aircraft overflight noise mitigation options presented in chapters 7 and 10 of the 2015-2016 EIS;
  - ii. whether arrangements are required for managing aircraft overflight noise at night; and
  - iii. minimising to the extent practicable the impact of aircraft overflight noise on:
    - residential areas;
    - sensitive receptors;
    - the Greater Blue Mountains World Heritage Area – particularly areas of scenic or tourism value; and
    - wilderness areas;
- d) explanation of how the noise mitigation measures that have been developed have regard to the commitment by Airservices to aircraft noise management and the strategies developed by the International Civil Aviation Organization (ICAO) in its 'Balanced Approach to Aircraft Noise Management';
- e) description of any noise insulation and property acquisition policy or program, that will be developed by the Department (to be published at the time of the environmental assessment documentation public exhibition), in relation to aircraft noise for buildings outside the Airport Site, having regard to the 24-hour nature of airport operations, which will be required to:
- i. identify the eligibility criteria for inclusion in the noise insulation and property acquisition program(s);
  - ii. to the extent practicable, describe the anticipated program delivery process and timeframes;
  - iii. estimate the costs, effectiveness and feasibility of insulating houses having regard to different building types, designs and materials; and
  - iv. identify the internal noise standards to be achieved for eligible building types;
- f) description of any land use planning instruments, planning schemes or policies that have been implemented or are proposed by planning authorities to restrict new residential or other noise sensitive building types on the basis of aircraft noise exposure;
- g) description of any proposed noise abatement procedures identified in the PAAM, including the preferential use of specific runway operating modes at different times to achieve the lowest possible overall impact on the affected community, taking into account safety and other operational factors; and
- h) description of the proposed permanent aircraft noise monitoring program, including any design parameters or requirements, how it will integrate into

**OFFICIAL: SENSITIVE**

Airservices' current Noise and Flight Path Monitoring System, the proposed number and location of noise monitors, and the frequency and mode of reporting data.

## 6.9. Air Quality, Greenhouse Gas Emissions and Climate

6.9.1. This section requires the undertaking of an air quality assessment of the action that meets contemporary standards of modelling and presentation. The assessment will address the potential impacts of emissions from aircraft operations on local and regional air quality having regard to other sources of emissions and their spatial and temporal variation. An estimate of greenhouse gas emissions will also be made. The social impact assessment described below will assess the health impacts of aircraft emissions based on the outcomes of the air quality assessment and having regard to contemporary references, studies and guidelines.

6.9.2. Key elements of the assessment include, without limitation:

- a) establishment of baseline conditions, including characterisation of local and regional air quality, including description of:
  - i. relevant weather characteristics including winds, fogs and temperature inversions; and
  - ii. any topographic features that may affect the dispersion of air pollutants;
- b) identification of the nature and levels of emissions associated with aircraft operations, including oxides of nitrogen, hydrocarbons, reactive organic compounds, sulfur dioxide, carbon monoxide, odours and air toxics;
- c) assessment of fuel burn and emission characteristics, including carbon dioxide and greenhouse gases, sulphur oxides, nitrogen oxides and particulate matter below 10,000 and 3,000 feet;
- d) assessment of changes to local air quality due to relevant aircraft operations at the Airport using the 'Aviation Environment Design Tool' or other relevant models, including:
  - i. pollution contour mapping and the identification of affected populations and sensitive receptors, taking into account spatial and temporal variations and the contribution of other sources; and
  - ii. changes to odour arising from aviation fuel emissions;
- e) assessment of aircraft operations on regional air quality using contemporary best practice modelling techniques for the Sydney Greater Metropolitan Region, including provision of:
  - i. daily 1-hour and 4-hour ozone levels and spatial plots;
  - ii. the effect of ozone-producing compounds on areas downwind of the Airport Site and on the Sydney airshed in general; and
  - iii. an analysis of modelling results against relevant standards and guidelines for each key pollutant;
- f) description of emergency fuel jettisoning procedures and the potential effects of fuel dumping events;



**OFFICIAL: SENSITIVE**

- g) assessment of greenhouse gas emissions from aircraft operations, including a description of how emissions associated with aircraft in flight are accounted for in national and international greenhouse gas emission budgets;
- h) description of risks and potential changes to water quality from aircraft overflight operations, including impacts on Sydney's water supply reservoirs and domestic rain water tanks supplying household water;
- i) description of any proposed mitigation measures or operating procedures that could reduce pollutant and greenhouse gas emissions from aircraft operations; and
- j) description of any proposed air quality monitoring measures.

**6.10. Social and Economic Matters**

6.10.1. This section requires the assessment of the socio-economic impacts, both positive and negative, of the proposed action on existing and future communities, residences, other sensitive environmental receptors and everyday activities. The assessment should be undertaken in accordance with contemporary standards and guidelines and draw on, and synthesise information from, relevant environmental studies, including the preliminary 'Social Impact Analysis' (undertaken by the Department) completed for the WSIA Project. Assessment should refer as necessary to the relevant government policies. Key elements of the assessment include, without limitation:

- a) description of the key demographic characteristics and community infrastructure of the region, including demographic trends, maps of existing and proposed community infrastructure and the expected impacts of local and regional planning strategies;
- b) preparation of community profiles using an overlay of socio-economic data and community infrastructure;
- c) assessment of the impacts on the physical and psychological health and well-being of local and regional communities from implementing the action, having regard to the findings of technical studies conducted in relation to noise, air quality, risks and hazards, cumulative impacts and any other relevant studies as outlined above, including giving consideration to:
  - i. short and long-term effects, impacts on especially sensitive groups (e.g. children, the elderly, sufferers of respiratory illnesses such as asthma), and on childhood development and learning; and
  - ii. demographic characteristics and the prevalence of existing medical conditions;
- d) assessment of changes in the amenity, qualities and characteristics of impacted areas, including the impact on social, heritage and biodiversity values of the affected areas and associated impacts on local communities and demographics (including impacts on property values and other socio-economic indicators);
- e) assessment of the impacts (including the cumulative impacts) of implementing the proposed action that addresses, without limitation, the following matters:
  - i. the impact of aircraft operations on everyday activities (e.g. sleep disturbance, use of outdoor areas etc.) and levels of annoyance;

**OFFICIAL: SENSITIVE**

- ii. cultural impacts, including connections to land, places and buildings (including Aboriginal culture and connection to country);
- iii. the impacts of aircraft noise on existing and future land use and development, including existing, developing and proposed areas of residential development; and
- iv. the impacts of the action on property values for relevant land uses in Western Sydney, having regard to all factors that could have a positive or adverse effect on values over time, including:
  - describing the findings of relevant studies and literature on the impacts of airport operations on property values, including identification of current land uses that may be impacted;
  - undertaking a 'before and after' analysis of land uses most likely to be impacted, taking account of existing and planned land uses; and
  - assessing potential impacts relative to broader property price movements, including consideration of changes over time;
- v. the impacts of aircraft noise on educational and health facilities, including effects on student communication, concentration and learning abilities;
- vi. the effects of different types of building structure, design and materials on noise levels inside residential dwellings and other noise sensitive facilities;
- vii. assessment of the social and economic impacts of changes to airspace architecture and arrangements on existing airspace users in the Sydney basin; and
- viii. the impacts of aircraft operations, including aircraft overflight noise, on recreational, conservation, tourism value, heritage and wilderness areas, including impacts on aesthetic values, amenity and use; and
- f) identification of potential measures to mitigate negative and increase positive socio-economic impacts.

**6.11. Planning and Land Use**

6.11.1. This section requires the undertaking of an assessment of the impacts of the action on local and regional planning and land use, taking account of future land use scenarios, local and state government planning controls, strategies and plans, and consistent with contemporary standards and guidelines. Key elements of the assessment include, without limitation:

- a) description of existing and future land use patterns and identification of relevant legislation and policy affecting the region surrounding the Airport Site, including:
  - i. addressing existing and proposed land uses including government land, residential, commercial, industrial, tourist/recreational, open space, parks and reserves, environment protection, agricultural, water resources, infrastructure corridors, rural, and town planning or zoning considerations;
  - ii. discussing the Western Sydney Aerotropolis Plan published by the New South Wales Department of Planning, Industry & Environment and other relevant planning schemes or instruments that will guide or determine land use patterns in Western Sydney and the Blue Mountains, including relevant

**OFFICIAL: SENSITIVE**

provisions relating to aircraft noise exposure and other land use controls implemented to ensure safe aircraft operations (e.g. to accommodate obstacle limitation surface requirements);

- b) description of existing and future land use patterns that may be impacted by contingent changes to other aerodromes in the Sydney basin;
- c) assessment of the land use impacts of the action at local and regional scales, including consideration of impacts on residential and rural-residential lands, employment lands, rural and agricultural lands, open space and recreational areas and potential noise sensitive land uses; and
- d) description of potential impact mitigation measures and strategies, including reference to the land use compatibility guidance contained in Australian Standard 2021 (moderated by any relevant planning decisions) and other relevant land use controls and guidance.

**6.12. Hazards and Risks**

6.12.1. This section requires the undertaking of a risk assessment to assess the hazards and risks to people or property from aircraft operations consistent with contemporary standards and guidance, including reference to applicable safety standards of CASA and ICAO, and the NASF principles and guidelines. Elements of the assessment include, without limitation:

- a) description of how 'safety by design' principles have been taken into account in the proposed airspace arrangements and flight paths, including an outline of the safety assessments that have been conducted to ensure the proposed action is compliant with Australian and international regulations, standards and best practice approaches to aviation safety;
- b) description of the location of flight paths (including vertical and horizontal separation between flight paths) and the frequency of aircraft movements on the risk of accidents over residential or industrial areas, including the management of aircraft utilising the Airport, Sydney (Kingsford-Smith) Airport and other regional airports;
- c) assessment of the likelihood and consequences of aircraft accidents with reference to Australia's civil aviation safety record, incidents within Australia and, to the extent relevant, world-wide;
- d) assessment of the likelihood and consequences of adverse meteorological conditions affecting the safe operation of aircraft, including the incidence of turbulence caused by wind shear or topographically-induced wind phenomena;
- e) description of the risk to aircraft operations from natural hazards such as bird and bat strikes, including identification of sites on or near the airport that attract birds or bats (e.g. foraging and roost sites), and flight routes and flight altitudes used by birds and bats; and
- f) description of any proposed program to monitor and manage the incidence of bird and bat strike and the frequency of other incidents involving aircraft in potentially hazardous situations.

**OFFICIAL: SENSITIVE****6.13. Greater Blue Mountains World Heritage Area**

6.13.1. This section requires the undertaking of an assessment of the impacts of the proposed action on the heritage and other values of the Greater Blue Mountains World Heritage Area (**GBMWA**) consistent with contemporary standards and guidelines, and having regard to the GBMWA's Statement of Outstanding Universal Value and the GBMWA Strategic Plan. Elements of the assessment include, without limitation:

- a) description of the listed World Heritage and National Heritage values of the GBMWA, including reference to the World Heritage criteria the area is listed for as well as the integrity of the property;
- b) description of the management arrangements implemented to ensure protection of the heritage values of the GBMWA;
- c) description of other values and features that complement and interact with the World Heritage and National Heritage values of the area, including geodiversity and biodiversity, water catchment, Indigenous heritage, recreation and tourism, wilderness, scenic and aesthetic, and research and education;
- d) assessment of the impacts on the World Heritage and National Heritage values and integrity of the World Heritage Area and National Heritage place with reference to the EPBC Act *Significant Impact Guidelines 1.1 – Matters of National Environmental Significance* and the property's Statement of Outstanding Universal Value;
- e) assessment of the impacts of aircraft operations on areas of scenic and tourism value or sensitivity, including noise and visual amenity impacts, including by providing the following:
  - i. description of the location of flight paths, aircraft heights, the frequency of aircraft movements and aircraft overflight noise levels for representative key sensitive recreational, tourist and scenic areas;
  - ii. description of existing aircraft operations over the GBMWA, including the number of aircraft movements, frequency of movements, indicative aircraft heights (including the range of heights), the time of operations;
  - iii. illustration of noise exposure levels for representative aircraft types and arrival and departure flight paths at the Airport with reference to the location of key areas of the GBMWA;
  - iv. illustration of flight track altitudes for the Airport's aircraft operations over the GBMWA and describe the number and frequency of movements at different times of day;
  - v. description of aircraft operations on wilderness values; and
  - vi. description of the impacts of emissions from aircraft operations; and
- f) identification of impact mitigation measures and strategies, including a description of how the PAAM has addressed the Airport Plan objective of minimising to the extent practicable the impact of aircraft overflight noise on:
  - i. the GBMWA – particularly areas of scenic or tourism value;
  - ii. wilderness areas; and

**OFFICIAL: SENSITIVE**

iii. other nominated areas.

**6.14. Landscape and Visual Impact**

6.14.1. This section requires the undertaking of an assessment of the impacts of aircraft overflights on landscape values and scenic amenity, including in areas of scenic, recreation or tourist value, and at other sensitive sites and locations within and adjoining the GBMWA. Elements of the assessment include, without limitation:

- a) description of the visual values and sensitivities attached to the landscape or visual receptor for representative areas of Western Sydney and the Blue Mountains expected to be affected by the Airport's aircraft operations including landscape and scenic characteristics;
- b) identification of sensitive viewing locations and definition of the view for aircraft approaching and departing the Airport including in the GBMWA;
- c) description of the landscape and visual impacts of existing aircraft operations and other activities in the visual catchment;
- d) description of the size, scale and duration of the landscape or visual effect of aircraft operations; and
- e) description of potential design or operational measures to mitigate visual and landscape impacts from aircraft operations.

**6.15. Biodiversity**

6.15.1. This section requires the undertaking of a detailed assessment of the impacts (including identification of residual significant impacts) of aircraft operations on the range of EPBC Act protected matters including terrestrial and avian fauna and flora and the biodiversity and habitat values of the GBMWA wilderness areas and other national parks that may be impacted. Elements of the assessment include, without limitation:

- a) description of the impacts of aircraft noise on wildlife;
- b) description of the risks of bird and bat strike, including consideration of threatened and migratory species listed under the EPBC Act and the *Biodiversity Conservation Act 2016* (NSW); and
- c) description of the effects of fuel jettisoning.

**6.16. Environmental Management**

6.16.1. This section requires the development of a consolidated list of management and mitigation measures to be implemented to prevent or minimise the relevant impacts of the action, including:

- a) detailed description of proposed measures;
- b) assessment of the expected or predicted effectiveness of the mitigation measures;
- c) description of any statutory or policy basis for the mitigation measures, including any relevant requirements of the Airport Plan and the Airports Act and how they have been, or will be, taken into account in the planning, design and implementation of the PAAM, including a description of:

**OFFICIAL: SENSITIVE**

- i. airport operating procedures including measures to minimise the impact of aircraft overflight noise (e.g. continuous climb and approach procedures, the use of reverse thrust during landings etc.); and
  - ii. measures to provide respite to affected communities (e.g. noise abatement procedures for both day and night periods);
- d) description of the likely cost of the mitigation measures;
- e) description of detailed plans for the continuing management, mitigation and monitoring of impacts, including identifying the agency responsible for implementing and approving each mitigation measure or monitoring program, including:
- i. identification of any monitoring programs detailing recommended monitoring parameters, monitoring points, frequency, data interpretation, and audit and reporting procedures;
    - description of Airservices' Noise and Flight Path Monitoring System;
    - description of Airservices' WebTrak flight tracking tool;
    - description of Airservices' Aircraft In Your Neighborhood tool; and
    - description of Airservices' Noise Complaints and Information Service for managing complaints and enquiries about aircraft noise and operations;
- f) description of proposed avoidance and mitigation measures to manage the relevant impacts of the action on matters protected under the EPBC Act; and
- g) description of provisions for ongoing consultation and engagement with relevant authorities, the community and other stakeholders in regard to aircraft operations and their impacts, both pre and post the commencement of airport operations, including the future of the Forum on Western Sydney Airport (**FOWSA**) and the establishment of an airport Community Aviation Consultation Group.

**6.17. Other Approvals and Conditions**

6.17.1. This section requires the provision of information on any other requirements for approval or conditions that apply, or that the proponent reasonably believes are likely to apply, to the proposed action, including:

- a) description of any approval that has been obtained, including any conditions that apply to the action;
- b) a statement identifying any additional approval that is required; and
- c) description of the monitoring, enforcement and review procedures that apply, or are proposed to apply, to the action.

**6.18. Principles of Ecologically Sustainable Development and Objectives of the EPBC Act.**

6.18.1. This section requires the assessment of compliance of the action with the Principles of Ecologically Sustainable Development as set out in the EPBC Act and the objects of the EPBC Act (sections 3 and 3A of the EPBC Act).

**OFFICIAL: SENSITIVE****6.19. Offsets**

6.19.1. This section requires, if it is necessary, the inclusion of details of an offset package to be implemented to compensate for residual significant impacts associated with the Preliminary Design, as well as an analysis of how the offset meets the requirements of the Department of Agriculture, Water and the Environment's (**DAWE**) Environment Protection and Biodiversity Conservation Act 1999 Environmental Offsets Policy October 2012.

**7. Project Management and Administration - Stream 1**

---

**7.1. Roles and Responsibilities**

- 7.1.1. The primary responsibilities of the successful Tenderer for **Stream 1** include:
- a. undertaking the necessary studies and analysis to prepare technical documentation for the environmental assessment process;
  - b. receiving submissions to the formal consultation process and preparing a submissions report;
  - c. drafting and finalising the EAP documentation;
  - d. printing and publishing of the EAP documentation; and
  - e. supporting **Stream 2** in preparing communications materials by providing relevant technical content as requested.

**7.2. Key Performance Indicators**

- 7.2.1. The key outputs and associated KPIs for **Stream 1** are:
- a) environmental assessment studies and analysis are undertaken addressing the requirements of the Airport Plan (Condition 16 and the Airspace Design Principles), the outcomes and consultations of the 2015-2016 EIS, any guidelines issued by the Minister for Environment, and the matters set out in the preceding section;
  - b) technical environmental assessment documentation is prepared to be accessible and appropriate for consideration by diverse stakeholders;
  - c) submissions received during the formal consultation process are addressed as appropriate;
  - d) technical information is provided to **Streams 2 and 3** on the airspace design and environmental assessment as required to deliver their outputs; and
  - e) an overarching Project Plan covering all three streams is developed, agreed through the EAP Coordination Committee, and implemented.

**7.3. Anticipated Milestones and Timeframes**

The table below provides an overview of the anticipated milestones and indicative completion dates for **Stream 1**. Tenderers should note that this is not an exhaustive list and that it will be further refined and discussed with the successful Tenderer during contract negotiations and following contract execution.

**OFFICIAL: SENSITIVE**

Key Activity / Deliverable	Additional Details	Indicative Date
<b>Milestone 1 – Completion of Project Plan</b>		
Workshop 1	Inception, project planning and further scoping on receipt of guidelines for the environmental assessment	November – December 2021
Workshop 2	Project description and handover from the Technical Working Group for the Preliminary Design	
Workshop 3	Gap analysis and risk assessment	
Environment Assessment Gap Analysis Report	Draft report – submitted within one week of workshop 3 Final report – submitted within one week of IATS feedback	December 2021
Project risk register	Register – submitted within one week of workshop 3	December 2021
Final Project Plan	Final plan including specialist method statements, roles and responsibilities, communications and information handling protocols, work schedule and fees table	December 2021
<b>Milestone 2 – Acceptance by the Department of the draft environmental assessment documentation</b>		
Fortnightly technical workshops	Technical workshops over the course of the EAP to guide and update on development	January 2022 – April 2023
Draft environmental assessment documents (including draft and final documents)	Draft chapters and technical papers progressively developed and submitted to IATS (detailed timetable for this to be developed through project planning)	January 2022 – October 2022
	Progressive development and revision of documentation to incorporate feedback from IATS	October 2022 – January 2023
	Final draft environmental assessment documentation submitted to IATS for final approval, submission to the Minister for Environment and publication	February 2023
Public exhibition of draft environmental assessment documentation (60 business days) (discussed in <b>Stream 2</b> below)		April – June 2023
<b>Milestone 3 – Public Submissions Report</b>		

**OFFICIAL: SENSITIVE**



**OFFICIAL: SENSITIVE**

Draft Submissions Report	Summary of consultations activities undertaken during the exhibition of the draft environmental assessment documentation  Submissions Summary  Detailed issues analysis	August 2023
<b>Milestone 4 – Acceptance by the Department of the final environmental assessment documentation</b>		
Fortnightly technical workshops	Draft chapters of the environmental assessment documentation and technical papers progressively developed and submitted to IATS (detailed timetable for this to be developed through project planning), and feedback incorporated  Continuation of fortnightly technical workshops following consultation to assess submission received, any changes to the airspace design and continue development of documentation. Provision of draft post consultation environmental assessment documentation to the Department for review.	June 2023 – April 2024
<b>Milestone 5 – Publication of final documentation</b>		
Finalised environmental assessment documentation including report on submissions report	Final draft environmental impact documentation, including a copy of any public submissions received, submitted to IATS for final approval, submission to the Minister for Environment and publication	January 2024  March 2024

**7.4. Reporting Requirements**

7.4.1. The successful Tenderer for **Stream 1** will be required to submit fortnightly status reports showing the status of all specialist studies, environmental assessment preparatory works, consultation and stakeholder engagement activities, budget and timeline elements. The fortnightly status report will be required, at a minimum, to cover:

- a) progress to date and the status of all specialist studies - benchmarked against the Project Plan current at that time (e.g. 'traffic light' reporting);
- b) risks and issues requiring attention;
- c) budget issues;
- d) the successful Tenderer's performance against the contract KPIs and milestones as appropriate;
- e) an outline of the next steps or tranche of work planned for commencement or completion in the forthcoming monthly period, and

**OFFICIAL: SENSITIVE**

- f) other matters the successful Tenderer deems relevant to the performance of the Stream.
- 7.4.2. The successful Tenderer for **Stream 1** will be required to include all reporting dates and deliverables in the Project Plan for the respective Stream.
- 7.4.3. The successful Tenderer for **Stream 1** will be required to attend and make presentations to meetings of the FOWSA, the ESG and other stakeholder and governance groups as requested by the Department.
- 7.5. **Workshops**
- 7.5.1. The successful Tenderer for **Stream 1** will be required to conduct workshops with the Department and its specialists as required by the table of Key Activities/Deliverable, agreed in the contract, and any other workshops directed by or arranged in agreement with the Department.
- 7.5.2. These workshops will inform and guide the preparation of deliverables such as the gap analysis report, work method statements for technical studies, the final Project Plan for **Stream 1** and project risk register.
- 7.6. **Gap Analysis Report and Risk Register**
- 7.6.1. The successful Tenderer for **Stream 1** will be required to undertake a gap analysis and risk assessment workshop with the Department and relevant technical specialists to examine the extent to which data and information presented in the 2015-2016 EIS can be relied upon and to identify key risks to the delivery of the project. The timing of the workshop should be included as part of the draft Project Plan for **Stream 1** submitted with the Tenderer's proposal.
- 7.6.2. On the back of the workshop, the successful Tenderer for **Stream 1** will be required to prepare a draft gap analysis report that, for each technical field covered in the environmental assessment:
- a) describes the baseline and assessment information presented in the previous 2015-2016 EIS, explains the extent to which that information can be relied upon in preparing the current assessment, and makes recommendations about the scope of new work required to address any gaps and risks;
  - b) identifies issues to be addressed in finalising relevant work method statements; and
  - c) identifies key environmental risks, mitigation measures and residual risks.
- 7.6.3. The successful Tenderer for **Stream 1** will also be required to prepare and maintain a risk register that addresses project-level risks as well as technical risks associated with the scoping of individual technical studies.
- 7.6.4. The successful Tenderer for **Stream 1** will be required to finalise and submit the gap analysis report taking into account any feedback from the Department on the draft document. The timing of the report(s) should be included as part of the draft Project Plan for **Stream 1** to be submitted with your proposal.
- 7.7. **Draft and Finalised Environmental Assessment Documentation**
- 7.7.1. The successful Tenderer for **Stream 1** will be required to prepare draft environmental assessment documentation and finalised environmental assessment documentation,

**OFFICIAL: SENSITIVE**

and associated materials as agreed with the Department, in accordance with the requirements of the Minister for Environment's decision under Part 8 of the EPBC Act, and the guidelines issued by the Minister for Environment.

- 7.7.2. Preparation of the environmental assessment documentation will rely heavily on input from the technical working group established to plan, design, validate and performance assess airspace management arrangements, flight procedures and flight paths for single runway airport operations. The PAAM, the 2015-16 EIS and related materials are contained in a series of documents that would be made available to the successful Tenderer for **Stream 1**.
- 7.7.3. Guidelines for the environmental assessment issued by the Minister for Environment under the EPBC Act will inform the final scope of work. Relevant requirements of the Airport Plan (in particular the requirements of Condition 16(7)) will also need to be met, including an up to date assessment of how all matters in Condition 16 have been addressed following referral of the PAAM to the Minister for Environment.
- 7.7.4. The successful Tenderer for **Stream 1** will be required to amend, as necessary, and submit for the Department's agreement any work method statements (including amended costings) to accommodate new work requirements identified through consideration of the Minister for Environment's guidelines and the gap analysis report.
- 7.7.5. In the absence of formal guidelines at this stage, it is anticipated that the successful Tenderer for **Stream 1**, in consultation with the Department, will need to prepare draft and finalised environmental assessment documentation that addresses the matters described in this Scope of Services.
- 7.7.6. The draft environmental assessment documentation will include:
  - a) a separate summary document for general distribution; and
  - b) a series of two-page summary documents for each key technical study.
- 7.7.7. Technical reports prepared for the environmental assessment process will be appended to the main volume(s) of the required documentation.
- 7.7.8. The finalised environmental assessment documentation will include a volume/report that provides a summary of issues raised in public submissions on the draft environmental assessment documentation and responses to those issues.
- 7.7.9. The final drafts of the draft and finalised environmental assessment documentation will be required to be suitable for publication when provided to the Department.

OFFICIAL: SENSITIVE

## Part 3.2: Stream 2 - Stakeholder Engagement Package

### 8. Scope of Services for Stream 2

- 8.1.1. Stakeholder engagement and consultation on the Airport remains a vital part of the development process and, in particular, in ensuring that the community is appropriately informed and engaged in the development, consultation mechanisms and impacts of the airspace design and associated flight paths.
- 8.1.2. The Department is currently developing a 'Community Engagement and Communications (CEC) Strategy' (**CEC Strategy**) to guide engagement with relevant communities on the Airport airspace design. This Strategy is expected to be finalised in September 2021.
- 8.1.3. The successful Tenderer for **Stream 2** will be required to develop an engagement plan in line with the CEC Strategy, and based off research to understand the needs and communication preferences of the community (**Engagement Plan**).
- 8.1.4. The successful Tenderer for **Stream 2** will also be responsible for the delivery of required engagement and communications services – including, without limitation, the production of supporting collateral, running information events, developing static displays, or other activities as outlined below.
- 8.1.5. The Engagement Plan is expected to cover four main phases as follows (timings are approximate):
- a) Phase 1 – December 2021 to December 2022  
Raise awareness of the Airport airspace planning processes, airspace design functional requirements and future timetable for community consultation.
  - b) Phase 2 – January 2023 – April 2023  
Inform and engage relevant communities on the Airport airspace planning process and ensure awareness of arrangements for participating in EAP feedback mechanisms.
  - c) Phase 3 – April 2023 – June 2023  
Support relevant communities to participate in the public consultation for the Airport airspace planning process (including feedback mechanisms, timing to comment and exhibition locations). Ensure the community is appropriately informed to submit feedback on the plans and summation of the feedback.  
Undertake formal environmental assessment consultation activities, including any required by the Minister for Environment as part of the EPBC Act process.
  - d) Phase 4 – May 2023 – June 2023  
Review community feedback and submissions, drafting a report outlining the activities undertaken, number of submissions, key issues raised and any other matters required that would assist in the finalisation of the airspace design.
- 8.1.6. As part of the Scope of Services for **Stream 2**, it is important to recognise the expanding role of other relevant stakeholders (including the Airport lessee company and the New South Wales government) in the delivery of community engagement

OFFICIAL: SENSITIVE

**OFFICIAL: SENSITIVE**

around the on-ground airport development. It will be important for the selected Tenderer to be able to work in partnership with other stakeholders to avoid duplication and miscommunication.

**8.2. Background**

8.2.1. Since the Australian Government's announcement in 2014 that Badgerys Creek would be the site of the new airport, community and stakeholder engagement has demonstrated that flight path design and noise impacts are a key issue for the community.

8.2.2. The 2015-2016 EIS and Airport Plan for the Airport included indicative flight paths. The indicative flight paths received strong feedback from the community and stakeholders. Of the 4,975 submissions made during the public exhibition period, 4,277 raised issues relating to airspace design and operations, and 3,301 raised the indicative flight paths.

**8.3. Engagement Plan**

8.3.1. The successful Tenderer will be required to develop an Engagement Plan to support the delivery of appropriate information to consistent with the CEC Strategy. Additionally, the successful Tenderer will be required to make certain that:

- a) the messaging and material provided are appropriate and relevant to address the key issues on airspace design, flight paths and noise; and provide necessary information on the Airport development (including broader social and economic benefits);
- b) the public consultation process covers all issues of concern to local community and interest groups and should extend from project planning through to future operations;
- c) the public consultation program provides opportunities for community involvement, information on the key issues and a pathway for feedback. The consultation program may include interviews with individuals, public meetings, interest group meetings, production of regular summary information and updates, and other consultation mechanisms to encourage and facilitate active public consultation. The successful Tenderer:
  - i. will be required to ensure the timing and location of consultation activities best meets community needs; and
  - ii. may be required to target certain groups to ensure their active involvement in the process;
- d) the consultation process for the formal public exhibition period, as per requirements under the EPBC Act, ensures the community is aware of the process and is appropriately informed to make a submission should they choose. This will include extensive notification of the proposal in all affected areas, through means that will include, without limitation:
  - i. print media;
  - ii. static displays in public venues for example Local Government Offices;

**OFFICIAL: SENSITIVE**

- iii. libraries (including mobile libraries);
  - iv. State and Federal elected representatives' offices;
  - v. local shopping centres; and
  - vi. local community newsletters such as school and church bulletins; and
- e) the successful Tenderer will be required to develop an implementation plan to deliver these consultation and communication activities and materials (see below).

**8.4. EAP Coordination**

8.4.1. The successful Tenderer for **Stream 2** may be required to:

- a) provide services, written input and strategic advice for the management and presentation of information for the development of the environmental assessment documentation, assisting the technical consultant when necessary; and
- b) coordinate with key stakeholders (including the Airport lessee company, the New South Wales government, Airservices and CASA) the delivery of agreed information, material and activities to support both the CEC strategy and public exhibition and consultation.

**8.5. Development and refinement of communication material and channels**

The following assets and channels have been developed and are currently in use:

- a) key messages;
- b) factsheets;
- c) videos – flight paths and airport construction;
- d) noise modelling tool;
- e) community research;
- f) website;
- g) 1800 hotline number;
- h) public enquiries email;
- i) Customer Relationship Management (CRM) of interested stakeholders; and
- j) newsletter - home delivered (now developed by the Airport lessee company).

The following material and services (some that are already in use) may require further development for future use:

- k) key messages;
- l) factsheets;
- m) mobile video and audio public display materials;
- n) noise modelling tool (refer to **Stream 3**);

**OFFICIAL: SENSITIVE**

- o) community research;
- p) advertisements;
- q) website;
- r) 1800 hotline number;
- s) enquiries email;
- t) email distribution via CRM to interested stakeholders;
- u) newsletter - home delivered (now developed by the Airport lessee company);
- v) direct mail (i.e. postcards for letterbox delivery);
- w) community events; and
- x) banners and static displays.

**8.6. Considerations**

8.6.1. Subject to the CEC Strategy, the following areas will also need to be considered as part of the work to be delivered:

- a) selecting the most appropriate approaches, channels and tools for the communication of complex technical material to non-technical audience over a wide geographical area, within the restrictions of a limited budget;
- b) required staffing levels to suitably support the on-ground delivery of an intensive public exhibition and consultation based in Western Sydney, including event staff;
- c) inclusion and utilisation of the FOWSA in external engagement and meetings (which is a community consultation forum managed by the Department); and
- d) the needs of Culturally and Linguistically Diverse communities and other groups with various communication requirements.

**8.7. Submission, collation, analysis and reporting requirements**

8.7.1. The successful Tenderer for **Stream 2** will be required to:

- a) develop an agreed reporting mechanism that tracks engagement activities through the life of the contract;
- b) following agreement and consultation with the successful Tenderer for **Stream 1**: collect, collate, and analyse feedback and submissions from consultation activities, including formal submissions on the draft environmental assessment documentation. This is a critical and significant phase of the environmental assessment process. (*Note: the 2015-2016 EIS process received 4,975 submissions*). This will be required to include:
  - i. establishing mechanisms to receive feedback and submissions in a variety of mediums (electronic, physical (mail) or verbally);
  - ii. storing and recording the submissions and feedback;
  - iii. collating and analysing the information from within the submissions;

**OFFICIAL: SENSITIVE**

- iv. delivering a comprehensive consultation report summing the engagement and consultation activities undertaken throughout the life of the contract; and
- v. delivering a report of the key issues raised (by volume and sentiment) that have arisen as part of the consultation process.

**8.8. Community Research**

- 8.8.1. The successful Tenderer for **Stream 2** will be required to undertake community market research to set benchmark awareness levels around airspace design and refine the communication Engagement Plan – identifying key issues to be addressed, better understand the level of knowledge and understanding of airspace design (issues and impacts) and confirm the most appropriate communication pathways.
- 8.8.2. The research will be required to be split between three audiences, suburbs (postcodes) closest to the airport, suburbs one step away from the closest postcodes and a broader Greater Sydney/Blue Mountains cohort. The research will be required to prioritise the suburbs that are most likely to be affected, giving consideration to noise measures, areas that may not have previously experienced aircraft overflight or cumulative impacts of the Airport.
- 8.8.3. It is expected that a number of tranches of research will be required before and after the formal public consultation activities.
- 8.8.4. The research will not be required to replicate previous tranches of research, which focused on the first stages of on-ground airport development.

**9. Project Management and Administration - Stream 2****9.1. Roles and Responsibilities**

- 9.1.1. The primary responsibilities of the successful Tenderer for **Stream 2** will include, consistent with the CEC Strategy:
  - a) undertaking community research to establish benchmark awareness levels around WSIA airspace design, identify key issues to be addressed, and confirm the most appropriate communication pathways;
  - b) developing an Engagement Plan for community engagement and communication activities;
  - c) delivering the services and activities identified in the Engagement Plan, in coordination with other key stakeholders where appropriate, including the Airport lessee company;
  - d) liaising, coordinating and agreeing with the successful Tenderer for **Stream 1** the split of responsibilities for publishing and communicating the draft and final environmental assessment documentation and the split of responsibilities to enable a seamless process for the management, collection, collation and publishing of community feedback;
  - e) supporting **Stream 1** in the preparation of environmental assessment documentation materials by providing relevant communications and engagement services and advice as requested.



**OFFICIAL: SENSITIVE****9.2. Costing Requirements**

9.2.1. Tenderers should provide a detailed outline of costs (by hour or deliverable) by activity (strategic advice, updating materials, staffing of events, etc.) and related expenses to adequately perform the objectives of the strategy, for both the ongoing engagement element and the environmental assessment documentation consultation period that covers:

- a) updating existing material and activities;
- b) developing and staffing events;
- c) developing and producing static displays;
- d) market research;
- e) development of strategic communication and engagement advice and plans;
- f) requested new material and services; and
- g) rationale for inclusion of additional services or materials, citing what benefit to the project they would offer.

9.2.2. The successful Tenderer for **Stream 2** may be asked to provide the Department with ad hoc strategic advice, support and services on communications and stakeholder engagement matters through the life of the contract – these will be charged at the agreed rate for that service (see above costing).

**9.3. Key Performance Indicators**

9.3.1. The key outputs and associated KPIs for **Stream 2** are:

- a) the Engagement Plan is developed and updated based on community research in conjunction with Department and consultant leads of each stream, and agreed at the EAP Coordination Committee;
- b) consistency with the CEC Strategy and coordination with key stakeholders, such as the Airport lessee company and the New South Wales government;
- c) communications materials are updated and/or developed as required for the project;
- d) stakeholder engagement activities are undertaken consistent with timing of key deliverables;
- e) individuals, communities (suburbs in proximity to flight paths) and groups who consider themselves stakeholders impacted by the Airport's aircraft operations are adequately informed of the preliminary airspace design and flight path material to provide comment/feedback on the environmental assessment process, which should be reflected in findings from market research; and
- f) public exhibition and engagement activities identified in the Engagement Plan are undertaken during the formal consultation process for the environmental assessment process in accordance with any requirements specified by the Minister for Environment.

**OFFICIAL: SENSITIVE****9.4. Anticipated Milestones and Timeframes**

- 9.4.1. The table below provides an overview of the indicative schedule and anticipated milestones and indicative completion dates for **Stream 2**. Tenderers should note that this is not an exhaustive list and that it will be further refined and discussed with the successful Tenderer following contract execution.

<b>Milestone</b>	<b>Description</b>	<b>Indicative Completion Date</b>
<b>Project Plan</b>	Develop a Project Plan which sets out how Stream 2 activities will be undertaken.	November 2021
<b>Tranche 1 Market Research</b>	Benchmark research to identify key issues and communication pathways concerning airspace design and noise (sample 1000).	Following execution of contract
<b>Engagement Plan</b>	Develop a draft and final Engagement Plan to support the delivery of appropriate information to stakeholders, consistent with the CEC Strategy.	November 2021
<b>Update materials</b>	Assist updating existing information materials as required.	November-December 2021
<b>Develop new content as needed/identified</b>	New content and channels to support appropriate dissemination of required information to community as identified in market research.	November 2021-December 2022
<b>Participate in community events</b>	Participate and provide materials at community events.	November 2021-December 2022
<b>Tranche 2 Market Research</b>	Tracking research to identify key issues and communication pathways concerning airspace design and noise – (sample 500).	March-April 2022
<b>Tranche 3 Market Research</b>	Tracking research to identify key issues and communication pathways concerning airspace design and noise – (sample 500).	October-November 2022
<b>Fine tune communication materials</b>	Based on tracking research, update materials to address key issues.	November-December 2022
<b>Advertising for environmental assessment consultation</b>	Place environmental assessment consultation advertisements – timeframes, how to, key messages in traditional media across Greater Western Sydney. Supported by online advertising (social media/website).	January-May 2023
<b>Direct communication to key community/ stakeholders</b>	Contact key community (including direct mail to closest suburbs), stakeholders and interested parties, to inform of upcoming consultation	January-May 2023
<b>Website submission portal launched</b>	The Department's WSIA website updated with submission details (format if not digital).	January 2023
	Make available upload link.	April 2023
<b>Static displays and public meetings</b>	Placement of flight path consultation material (flight path and noise maps) at key locations (libraries,	April-May 2023

**OFFICIAL: SENSITIVE**

	local council or Government offices, shopping centres, etc).	
<b>Publishing of stakeholder submissions on the environmental assessment documentation</b>	Collation and analysis of key findings. Dissemination of key findings to community and sharing detailed analysis/feedback with successful Tenderer for <b>Stream 1</b> technical consultant and Department	
<b>Tranche 4 Market Research</b>	Evaluation (post completion review) research to identify key issues and communication pathways concerning airspace design and noise – (sample 1000).	June-July 2023

OFFICIAL: SENSITIVE

## Part 3.3: Stream 3 - Online Interactive Flight Path & Aircraft Noise Communications Tool

### 10. Scope of Services for Stream 3

#### 10.1. Introduction

10.1.1. The successful Tenderer for **Stream 3** will be required to develop, host and maintain an Online Interactive Flight Path and Aircraft Noise Communications Tool (noise tool) until the final flight paths are implemented. The noise tool will be required to assist people gauge the impacts of new flight paths relative to their residences and will allow the flight paths and sound effects to be shown in a visually representative manner. The noise tool will be required to be maintained over the long term through the Detailed Design Phase of the airspace and flight paths design, with a register of any changes to the tool kept. The matters to be addressed in the noise tool are to include, without limitation, those described below.

10.1.2. The successful Tenderer for **Stream 3** will, as part of the project development:

- a) contribute to the development of the overarching Program Management and Collaboration Plan (if required);
- b) develop a Project Plan for the development of the aircraft noise tool, including functional specifications;
- c) participate in a collaborative management model (working with Streams 1 and 2 and the Department) to ensure the noise tool is developed consistent with the other two streams and considers lessons learned from other noise tool projects; and
- d) where appropriate, propose alternative solutions to the noise tool that would fulfil the minimum requirements and most of the functional specifications.

#### 10.2. Background

10.2.1. Based on best practice community consultation, the successful Tenderer will be required to develop the noise tool and ongoing technical and software support for the tool, as required throughout the life of the contract. The noise tool will be required to be capable of being hosted on (or linked from) the Department's website and other communications platforms (including mobile platforms and formats). The functionality of the noise tool will be agreed with the Department, but as a minimum should be capable of displaying noise exposure contours and data against a base map or satellite imagery of the Sydney basin and the Blue Mountains, and allow the user to input address details and view forecast noise exposure levels for that location.

10.2.2. The Department invites Tenderers to propose innovative best practice noise tools that have been used at other airports or for other aviation projects. Tenderers may choose to provide in their tender a web link to a test site or other internet site hosting the proposed or a similar tool.

#### 10.3. Necessary Requirements

10.3.1. The noise tool should, at minimum:

- a) be accessible from multiple platforms and devices;

OFFICIAL: SENSITIVE

**OFFICIAL: SENSITIVE**

- b) innovatively and accurately present the Department's flight path dataset and aircraft noise modelling on geospatial data;
- c) be easy to navigate and provide an interactive experience for the user;
- d) enable users to select/search points of interest and obtain details of indicative flightpaths in proximity of that location to understand the potential aircraft noise impacts corresponding to those flightpaths; and
- e) be able to interface securely with the Department's IT systems for the purpose of data exchange.

**10.4. Functional Requirements**

- 10.4.1. The noise tool will be required to be able to accept and work with all of the Department's WSIA noise modelling and geospatial data.
- 10.4.2. The noise tool will be required to be capable of visually representing multiple layers of geospatial data conveying different information, including but not limited to:
  - a) aeroplane flightpaths, including direction and altitude;
  - b) noise pollution levels;
  - c) options to include geographical/topography information, for example, names of streets, suburbs, building heights (if available), elevation, terrain etc.;
  - d) option for users to apply one or more overlays such as noise contours, single or multiple flight paths, in/outbound aircraft procedures, runway modes etc.;
  - e) filters for users (as used in other comparable tools) to adjust weather and operating conditions to understand the impacts of noise in a broad range of situations, for example, date, time, aircraft type, route, altitude, etc;
  - f) a dashboard that sets out the 'result' and key information based on the options and filters the user has applied, for example, noise impact/decibels from the event, any abatement procedure that may be in place, height of aircraft or the point of closest approach to the property, etc; and
  - g) other elements as determined by the Department or through stakeholder and community consultation.
- 10.4.3. The noise tool will be required to be able to present geospatial data on a map, or range of different types of maps, which allow users to easily identify and understand the geographical location of points of interest and where they sit within the broader landscape.
- 10.4.4. The noise tool will be required to have functionality allowing users to easily search for and select a physical address and identify the location of that address on the map relative to the noise modelling and geospatial data. Functionality will be required, without limitation, to meet the following criteria:
  - a) Allows users to select an individual address at the street level.
  - b) Automatic, type-ahead searching of addresses to speed selection for the user.
  - c) Automatic address validation on data entry from the user.
  - d) The dataset of street-level addresses that the user searches against, should always be the latest directory of Australian addresses available.

**OFFICIAL: SENSITIVE**

- e) The noise tool will present noise modelling and geospatial data pertinent to an address that has been selected by the user.
  - f) The noise tool will make intuitive use of descriptive text, written in plain English, to assist users in understanding the noise modelling data and what it means.
  - g) The noise tool will include other key language options and accessibility functionality (following consultation with and advice from the successful Tenderer for **Stream 2**).
  - h) The noise tool uses graphical and/or textual features to present the noise modelling and geospatial data in an elegant, intuitive way that ensures that all users, including users with no knowledge of aeroplane noise modelling, can simply and accurately understand the data.
  - i) The noise tool uses help text, tool tips and/or other such user-aids to guide the user in using the tool, in a way that ensures that all users, including users with no experience of geospatial tools, can simply and accurately understand and use the product.
  - j) The noise tool displays a Privacy Collection Notice (wording to be provided by the Department) to users on initial load of the product; and the user will not be able to use the tool until they close the Privacy Collection Notice.
- 10.4.5. The noise tool will be required to capture and store the postcodes of addresses that have been selected by users; for use in reports to the Department.
- 10.4.6. The noise tool will be required to only store the postcode value, on selection of an address by the user, and no other address details are to be stored.
- 10.4.7. The noise tool will be required to capture and store the Federal government electorates of addresses that have been selected by users; for use in reports to the Department.
- 10.4.8. The noise tool will be required to only store the electorate value, on selection of an address by the user, and no other address details are to be stored.
- 10.4.9. The noise tool will be required to have built in capability to transition from indicative information to live or batch noise and track data once the airport becomes operational.
- 10.4.10. The successful Tenderer will be required to host, manage, maintain and update the noise tool and all associated data for the duration of the contract. This should also include, without limitation:
- a) obtaining and maintaining any licences required;
  - b) collecting general usage and search data and provide regular reports to the Department;
  - c) keeping a register of any changes that are made to the tool over time;
  - d) appointing a project manager to liaise with the Department's Project Manager for **Stream 3** and participating in meetings, as reasonably required by the Department or as necessary for the proper performance of the project;
  - e) ensuring the noise tool is highly usable, scales automatically and functions correctly on all standard computer desktops, laptops, mobile phones and other mobile devices; and

**OFFICIAL: SENSITIVE**

- f) hosting a website to link back to the Department's WSIA web page.
- 10.4.11. The noise tool will be required to provide correctly operating systems and browsers that, when combined, reach 90% of active users.
- 10.4.12. The noise tool should have no downtime between 08.00 – 24.00 AEST, 7 days a week.
- 10.4.13. Any intentional downtime for deployment of patches/fixes will be required to be agreed between the Department and the successful Tenderer prior to the downtime.
- 10.4.14. The noise tool will be required to have an uptime (availability) of at least 99%.
- 10.4.15. The noise tool will be required to cater for users with varying dextrous abilities by allowing users to efficiently navigate through maps (pan, zoom, focus, data entry, selection) using:
- a) a combination of a keyboard and a mouse;
  - b) a keyboard only;
  - c) a mouse only; or
  - d) touchscreen.
- 10.4.16. The noise tool will be required to be compatible with industry leading screen reader software.
- 10.4.17. The noise tool will be required to have other accessibility-enhanced features such as colour control, to support users with visual and other impairments in their use and understanding of the product.
- 10.4.18. The noise tool will be required to comply with the Australian Privacy Principles issued under the *Privacy Act 1988* (Cth).
- 10.4.19. The successful Tenderer will be required to host the noise tool in a secure environment (data has a classification level of UNCLASSIFIED) where back-end access to the data is restricted to authorised staff from the successful Tenderer and Department only, unless required by law.
- 10.4.20. All data will be required to be regularly backed up and available for restoration in the event of loss/corruption of data, with a Recovery Point Objective of at the most, 24 hours.
- 10.4.21. The noise tool will be required to have system performance response times that meet or exceed industry-accepted response times for web pages and web applications over the Internet (under conventional conditions a user can expect an action triggering a server-side call to respond in less than 1 second).
- 10.4.22. The product will be required to meet Web Content Accessibility Guidelines 2.0 Level AA.
- 10.5. **Data Requirements**
- 10.5.1. The Department will make the following specific data from the Airport available to the successful Tenderer, either directly or via a third party, for the development of the noise tool:
- a) airspace architecture and technical designs;
  - b) noise footprint models and charts;

**OFFICIAL: SENSITIVE**

- c) the Airport lessee company's synthetic aircraft movement schedules, aircraft types and associate flight routes;
  - d) proposed flightpaths and flight procedures;
  - e) draft noise abatement and amelioration procedures;
  - f) weather data from Bureau of Meteorology; and
  - g) other information relating to noise, the airport or the surrounding airspace.
- 10.5.2. While the Department will endeavour to provide the successful Tenderer with data specific to the Airport, the successful Tenderer may be required to source additional data, if required.
- 10.5.3. The successful Tenderer will be required to supply the Department with industry-standard web usage statistic reports for the product. The report will be required to include statistics including but not limited to:
- a) usage reports;
  - b) unique visits;
  - c) number of visits; and
  - d) visit duration.
- 10.5.4. The successful Tenderer will be required to supply the Department with reports that detail the postcodes of addresses input by users into the noise tool. The report will be required to include statistics regarding postcodes including but not limited to:
- a) number of entries per postcode in a defined period of time;
  - b) trends over a defined period of time showing increases/decreases in entries per postcode;
  - c) the electorates of addresses input by users into the product. The report will include statistics regarding electorates including but not limited to:
    - i. number of entries per electorate in a defined period of time; and
    - ii. trends over a defined period of time showing increases/decreases in entries per electorate.
- 10.5.5. Reports will be required to be provided to the Department at least fortnightly in format(s) agreed by the Department and the successful Tenderer.
- 10.5.6. The Department will be able to request and receive reports on an ad hoc manner at any time.
- 10.5.7. Reports will be required to be available as both raw data and as formatted visualisations such as charts/maps.
- 10.5.8. Reports will be required to only be available to specifically authorised Department staff.



OFFICIAL: SENSITIVE

**11. Project Management and Administration - Stream 3****11.1. Roles and Responsibilities****11.2. Key Performance Indicators**

11.2.1. The key outputs and associated KPIs for **Stream 3** are:

- a) the online aircraft noise and flight path visual tool are developed and accessible for the public for use during and for a period after the formal consultation process (until final flight paths are implemented), and
- b) The requirements in sections 10.3, 10.4 and 10.5 are met.

**11.3. Anticipated Milestones and Timeframes**

11.3.1. The table below provides an overview of the anticipated milestones and indicative completion dates for **Stream 3**. Tenderers should note that this is not an exhaustive list and that it will be further refined and discussed with the successful Tenderer during contract negotiations and following contract execution.

Milestone	Description	Indicative Completion Date
1. Completion of Project Plan and functional specifications	Detailed specifications and Project Plan	December 2021
2. Departmental updates x3	Updating the Department on development of Noise Tool. Note this is in addition to the fortnightly EAP Coordination Committee meetings.	February, April, August 2022
3. Beta version	Completion of Beta Noise Tool for the Department's approval and testing	December 2022
4. Noise tool live	Noise tool is launched live in line with EAP public exhibition period	April 2023 – 2027
5. Host noise tool	On successful Tenderer's platform	2023-27

OFFICIAL: SENSITIVE

OFFICIAL: SENSITIVE

Appendix 1

Design Phases Key tasks	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
<b>Planning Phase</b> Establish project governance Develop high level concept designs										
<b>Preliminary Design</b> Finalise Preliminary Airspace and Flight Path Design contained in the PAAM Undertake peer review of the Preliminary Design Seek endorsement of Preliminary Design for progression to environmental assessment										
<b>Environmental Assessment</b> Undertake request for tender process to complete the environmental assessment documentation Develop noise modelling tool and amelioration program Minister's sign off on final draft environmental assessment documentation Public consultation on draft environmental assessment documentation and preferred design Changes to draft environmental assessment documentation and final environmental assessment documentation published										
<b>Detailed Design/Airspace Regulatory Approvals</b> Continued engagement and review of feedback Prepare and submit ACP for CASA approval and draft ANEF Quality assurance review										
<b>Implementation</b> Flight path validation and runway technology testing Operational Readiness Activation Transition										

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

OFFICIAL: SENSITIVE



## Australian Government

**Department of Infrastructure, Transport,  
Regional Development, Communications and the Arts**

### SERVICES AGREEMENT

FOR THE PROVISION OF AN ENVIRONMENTAL ASSESSMENT PACKAGE FOR  
THE AIRSPACE AND FLIGHT PATH DESIGN FOR WESTERN SYDNEY  
INTERNATIONAL (NANCY-BIRD WALTON) AIRPORT

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

To70 Aviation (Australia) Pty Ltd  
ABN 30 119 069 911 ACN 119 069 911

Agreement number: 10019189

[8590552: 29903292\_2]10019189

Australian Government Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

**CONTENTS**

<b>1.</b>	<b>General</b>	<b>3</b>
1.1.	Terms of this Agreement	3
1.2.	Priority of documents	3
<b>2.</b>	<b>Supplier Obligations</b>	<b>4</b>
2.1.	Nature of Services	4
2.2.	Performance of Services	4
2.3.	Placing a Work Order for Additional Services	5
2.4.	Varying a Work Order	6
2.5.	Acceptance of Deliverables	6
2.6.	Performance Standards	7
2.7.	Subcontracts	7
2.8.	Specified Personnel	8
2.9.	Timetable – Delay and Extension of Time	8
2.10.	The Supplier's Invoice and bank account	9
2.11.	Taxes (Including GST), Duties and Government Charges	10
2.12.	Insurance	10
2.13.	Indemnity	10
2.14.	Ownership of Contract Product	11
2.15.	Intellectual Property in Contract Product	12
2.16.	Moral Rights Consent	12
2.17.	Security	13
2.18.	Conflict of Interest	15
2.19.	Disclosure by the Supplier	16
2.20.	Disengagement	16
<b>3.</b>	<b>The Commonwealth's Obligations</b>	<b>17</b>
3.1.	Payment of Fees, Allowances and Expenses	17
3.2.	Interest	17
3.3.	Commonwealth Material	18
3.4.	Assistance and Facilities	18
3.5.	Supplier Confidential Information	19
<b>4.</b>	<b>Laws and Government Policies applying to this Agreement</b>	<b>19</b>
4.1.	Compliance with Commonwealth Policies	19
4.2.	Compliance with Laws	19
4.3.	Work health and safety	20
4.4.	Workplace Gender Equality	22
4.5.	Confidentiality of Official Information	23
4.6.	Protection of Personal Information	23
4.7.	Handling of Complaints	25
4.8.	Books and records	25
4.9.	Audit and access	26
4.10.	Access to documents	27

Australian Government Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

4.11.	Indigenous Procurement Policy	28
4.12.	Black economy	28
4.13.	Modern Slavery	29
4.14.	Not used	30
<b>5.</b>	<b>Matters arising under this Agreement</b>	<b>30</b>
5.1.	Liaison and Party Representatives	30
5.2.	Applicable law and jurisdiction	30
5.3.	Entire Agreement and Variation	30
5.4.	Waiver	30
5.5.	Negation of Employment, Partnership and Agency	31
5.6.	Public Announcements/Media Contact	31
5.7.	Collection of Information	31
5.8.	Assignment and novation	31
5.9.	Termination and reduction in scope without default	31
5.10.	Termination and reduction for default	32
5.11.	Dispute Resolution	33
5.12.	Notices	34
<b>6.</b>	<b>Dictionary and Interpretation</b>	<b>34</b>
6.1.	Dictionary	34
6.2.	Interpretation	40
	<b>Schedule 1 SUPPLIER OBLIGATIONS AND WORK TO BE PERFORMED</b>	<b>43</b>
A.	Services	43
B.	Period for Services	51
C.	Form of Contract Product	52
D.	Disengagement	52
E.	Specified Personnel	52
F.	Invoicing	53
G.	Insurance	54
H.	The Supplier's Representative and Address	54
	<b>Schedule 2 THE COMMONWEALTH'S OBLIGATIONS AND DETAILS</b>	<b>55</b>
A.	The Commonwealth's Address	55
B.	Contract Manager	55
C.	Fees	56
D.	Allowances	57
E.	Expenses	57
F.	Commonwealth Material	57
G.	Assistance and Facilities	58
	<b>Schedule 3 PROTECTIVE SECURITY REQUIREMENTS</b>	<b>59</b>
A.	General Security	59
B.	Physical Security	59
C.	Information Security	60
D.	Information and Communication Technology	60
E.	Security Reports	60
	<b>Schedule 4 CONFIDENTIAL INFORMATION OF THE SUPPLIER</b>	<b>62</b>
	<b>Schedule 5 TEMPLATE WORK ORDER</b>	<b>63</b>



## SERVICES AGREEMENT (LONG FORM)

FOR THE PROVISION OF AN ENVIRONMENTAL ASSESSMENT PACKAGE FOR  
 THE AIRSPACE AND FLIGHT PATH DESIGN FOR WESTERN SYDNEY  
 INTERNATIONAL (NANCY-BIRD WALTON) AIRPORT Australian Government Solicitor

### Parties

This Agreement is made between and binds the following parties:

1. **The Commonwealth of Australia** as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts ABN 86 267 354 017, 111 Alinga Street, Canberra, Australian Capital Territory (**Commonwealth**)
2. To70 Aviation (Australia) Pty Ltd ABN 30 119 069 911 ACN 119 069 911 s47G(1)(a) [REDACTED] Melbourne VIC 3000 (**Supplier**)

### Context

- A. The Commonwealth requires the provision of an Environmental Assessment Package for the Airspace and Flight Path Design for Western Sydney International (Nancy-Bird Walton) Airport
- B. The Supplier has submitted a proposal entitled "Proposal - Environmental Assessment Package for the Airspace and Flight Path Design for the Western Sydney International (Nancy-Bird Walton) Airport" in response to the invitation only Request for Tender dated 23 August 2021, following on from the Request for Expression of Interest (REOI) No. 10019189 dated 30 June 2020 for the provision of the Services.
- C. The Commonwealth wishes to engage the Supplier to provide the Services, and the Supplier has fully informed itself of all aspects of the work required to be performed and agrees to provide the Services, on the terms and conditions contained in this Agreement.

### Operative provisions

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

#### 1. General

##### 1.1. Terms of this Agreement

- 1.1.1. This Agreement commences on the Date of this Agreement and (unless otherwise lawfully terminated) will continue in full force and effect for the Period for Services.

##### 1.2. Priority of documents

- 1.2.1. To the extent of any inconsistency between two or more documents which form part of this Agreement, those documents will be interpreted in the following (descending) order of priority:

5-B1245079  
 [8590552: 29993292\_2]

- a. clauses 1, 2, 3, 4, 5 and 6 of this Agreement;
- b. the Schedules to this Agreement (and between them, in the order that they occur);
- c. the Work Order(s); and
- d. any attachment(s) to the Work Order(s).

## **2. Supplier Obligations**

### **2.1. Nature of Services**

#### **2.1.1. The Supplier must perform and complete the Services:**

- a. within the Period for Services in a timely manner and in accordance with the milestones, performance standards, governance requirements, reporting requirements and timetable (if any) specified in Item A of Schedule 1; or specified in a Work Order;
- b. with the care, skill and any relevant practice of a person who regularly acts in the capacity for which the Supplier is engaged and who possesses the knowledge, skill and experience of a person qualified to act in that capacity;
- c. in a transparent and collaborative manner; and
- d. to meet any particular standards set out in Item A of Schedule 1 or specified in a Work Order for performance of the Services.

### **2.2. Performance of Services**

#### **2.2.1 The Supplier warrants that:**

- a. the Supplier and the Supplier's Specified Personnel are suitably qualified, have sufficient expertise and experience to perform the Services, are of good fame and character and will act in all circumstances in a fit and proper manner while carrying out work under this Agreement;
- b. the Supplier has, and the Supplier Personnel have, all licences, approvals and registrations necessary to perform the Services; and
- c. in performing the Services, the Supplier and the Supplier Personnel will not:
  - i. breach an obligation owed to another person; or
  - ii. infringe any Intellectual Property rights or Moral Rights of another person.

#### **2.2.2. The Supplier acknowledges that multiple suppliers may be selected to perform the Services, with each supplier performing part of the Services.**

#### **2.2.3. In the event of multiple suppliers being selected to perform the Services, the Supplier acknowledges that one supplier may be designated by the**

Commonwealth to be the sole point of communication between the Commonwealth and all suppliers (the **Lead Supplier**).

2.2.4. If there is a designated Lead Supplier, the Lead Supplier will be responsible for:

- a. communicating instructions, information, complaints, feedback or reports from the Commonwealth to all or to any other designated suppliers, as required; and
- b. communicating information, feedback or reports, if any, from those designated suppliers (as applicable) to the Commonwealth;

and the Supplier agrees to that arrangement, whether or not it is the Lead Supplier.

2.2.5. For clarity, the Lead Supplier will not be responsible for the performance of Services, or for the Services performed, by other suppliers, under this Agreement or under any agreements between the Commonwealth and other suppliers.

2.2.6. The Supplier will not be relieved of any of its obligations under this Agreement because of any:

- a. involvement by the Commonwealth (or the Commonwealth's Staff) in the performance of the Services (unless the Commonwealth or its staff prevent the Supplier from performing the Services);
- b. payment made to the Supplier on account of the Services;
- c. subcontracting of the Services by the Supplier;
- d. performance of other services by other designated suppliers (unless those other suppliers prevent the Supplier from performing the Services); or
- e. acceptance or non-acceptance by the Commonwealth of replacement Supplier Personnel (including Specified Personnel).

### 2.3. **Placing a Work Order for Additional Services**

2.3.1. The Supplier acknowledges that when the Commonwealth requires Additional Services, the Commonwealth may:

- a. issue to the Supplier a draft Work Order; or
- b. request that the Supplier prepare a draft Work Order.

2.3.2. If the Commonwealth makes a request under clause 2.3.1.b, the Supplier must (at the Supplier's cost):

- a. prepare a draft Work Order which meets the Commonwealth's requirements; or
- b. advise the Commonwealth in writing that it is unable to provide the Additional Services contemplated in the request,

within five Business Days or such other timeframe as is specified by the Commonwealth in writing.

2.3.3. The parties will negotiate in good faith to agree the terms of a Work Order.



- 2.3.4. Once the terms of a draft Work Order are agreed, the Work Order:
- a. must be executed by both parties; and
  - b. once executed, will form part of this Agreement and be governed by the terms and conditions of this Agreement.
- 2.4. **Varying a Work Order**
- 2.4.1. A party wishing to vary a Work Order must notify the proposed variations to the other party in writing.
- 2.4.2. If the Commonwealth proposes the variation, the Supplier must promptly submit a response setting out:
- a. any change to the Total Work Order Price, which must not exceed any reasonable additional cost associated with the variation, and
  - b. any impacts which the variation will have on the Supplier's ability to perform its obligations under this Agreement.
- 2.4.3. If the Supplier proposes the variation, its proposal must specify the matters set out in clause 2.4.2.
- 2.4.4. If the variation is agreed, it must be reflected in writing as an updated Work Order and executed by an authorised representative of each party.
- 2.5. **Acceptance of Deliverables**
- 2.5.1. The Supplier must submit each Deliverable in the manner and within the timeframes specified in Item A.4 of Schedule 1 or specified in a Work Order, for acceptance by the Commonwealth in writing.
- 2.5.2. If the Commonwealth considers, acting reasonably, that the Deliverable is not acceptable to the Commonwealth as a whole, the Commonwealth may notify the Supplier of the reasons why the Deliverable is unacceptable and require the Supplier to re-submit a revised Deliverable within 10 Business Days of the notification (or such longer period as specified in the notice). The Supplier must comply with any such notice, at no additional cost to the Commonwealth.
- 2.5.3. If the Supplier re-submits a revised Deliverable that is still unacceptable to the Commonwealth as a whole, the Commonwealth may:
- a. notify the Supplier of the reasons why the Deliverable is still unacceptable and require the Supplier to re-submit a further revised Deliverable within 10 Business Days of the notification (or such longer period as specified in the notice) at no additional cost to the Commonwealth;
  - b. accept the Deliverable "as is" subject to:
    - i. a reasonable deduction in the Fees associated with the Deliverable; or
    - ii. the Supplier promptly completing, at no additional cost to the Commonwealth, any rectification work reasonably required by the Commonwealth; or
  - c. terminate this Agreement or reduce the Scope of the Services immediately by notice in writing to the Supplier.

2.5.4. For clarity, the Commonwealth may withhold payment of any Fees, Allowances or Expenses in accordance with clause 3.1.5 until a Deliverable has been accepted in accordance with this clause 2.5.

2.6. **Performance Standards**

2.6.1. The Supplier must at all times meet or exceed the KPIs (if any) set out in Item A.6 of Schedule 1 or specified in a Work Order.

2.6.2. The Supplier must measure and report on the Supplier's performance against the KPIs in accordance with the requirements specified in Item A.6 of Schedule 1 or specified in a Work Order using appropriate measurement and monitoring tools and procedures.

2.6.3. The Supplier must provide the Commonwealth with information and access to those tools and procedures to verify that they accurately measure the Supplier's performance.

2.6.4. If the Supplier fails to meet any KPI, the Supplier must promptly investigate and report on the underlying causes of the failure to meet the KPI, correct the problem, and take whatever action is necessary to minimise the impact of the problem and prevent it from recurring.

2.7. **Subcontracts**

2.7.1. The Supplier must not subcontract the whole or any part of the performance of the Services unless the Supplier has the Commonwealth's prior written consent to do so.

2.7.2. The Commonwealth will not unreasonably refuse to allow the Supplier to subcontract performance of the Services, but may impose conditions on approval.

2.7.3. Without limitation, the conditions referred to in clause 2.7.2 may include provisions:

- a. requiring evidence of the existence of insurance required under the subcontract;
- b. dealing with Intellectual Property and/or Moral Rights;
- c. dealing with disclosure of any Commonwealth Confidential Information or Personal Information; and
- d. dealing with compliance with the Protective Security Policy Framework.

2.7.4. Despite any approval the Commonwealth gives the Supplier under this clause 2.7, the Supplier will be responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that such work meets, and all actions of the subcontractor in performing that work meet, the requirements of this Agreement.

2.7.5. If subcontractors are required to have access to Security Classified Information, the subcontractors must possess a security clearance of the appropriate type and level of classification. The Supplier must make compliance by the subcontractor with the provisions of this clause a condition of any subcontract.

- 2.7.6. The Supplier must ensure that any subcontractor is aware of all terms and conditions relevant to the subcontractor's part in the provision of the Services.
- 2.8. **Specified Personnel**
- 2.8.1. If it is stated in Item E of Schedule 1 or specified in a Work Order that the Supplier is to perform all or some of the Services using Specified Personnel, the Supplier must engage and use those Specified Personnel to perform those Services.
- 2.8.2. The Supplier must ensure that the Specified Personnel sign any documents that the Commonwealth considers necessary to conduct appropriate security checks on the Specified Personnel.
- 2.8.3. If Specified Personnel are unable to undertake work in respect of the Services (for any reason), the Supplier must notify the Commonwealth immediately. The Supplier must, if requested by the Commonwealth, promptly provide suitably skilled and experienced replacement Specified Personnel acceptable to the Commonwealth at no additional charge to the Commonwealth.
- 2.8.4. The Supplier must ensure that the Supplier Personnel uphold the values and behave in a manner that is consistent with the Australian Public Service Values and the APS Code of Conduct, as applicable to their work in connection with this Agreement. The Australian Public Service Values and the APS Code of Conduct are contained in Part 3 of the *Public Service Act 1999* (Cth).
- 2.8.5. The Commonwealth may require the Supplier:
- a. to remove any Supplier Personnel (including Specified Personnel) from further performance of the Services; and
  - b. to provide a replacement that is acceptable to the Commonwealth.
- 2.8.6. If clause 2.8.5 applies, the Supplier must, at the Supplier's own cost, remove and replace the Supplier Personnel at the earliest opportunity.
- 2.8.7. If the Supplier is unable or unwilling to remove any Supplier Personnel, or to provide an acceptable replacement, the Commonwealth may terminate this Agreement or reduce the scope of Services immediately by notice in writing to the Supplier.
- 2.9. **Timetable – Delay and Extension of Time**
- 2.9.1. Subject to clause 2.9.2, the Supplier must perform the Services in a timely manner and in accordance with:
- a. the timeframes set out in this Agreement, or specified in a Work Order (as applicable), including by ensuring that all timetables, milestones, timeframes for delivery and other due dates (as applicable) are met or exceeded; and
  - b. if no such timeframe is specified in this Agreement, or specified in a Work Order (as applicable), any reasonable timeframe as directed by the Contract Manager in writing.

- 2.9.2. If there is likely to be a Delay in the discharge of an obligation by the Supplier under this Agreement, then the Commonwealth will grant the Supplier an extension of time as necessary to accommodate the Delay, subject to:
- a. the Supplier notifying the Contract Manager in writing (as soon as possible, but no later than 3 Business Days, after it becomes aware of the likely Delay) of the following:
    - i. the circumstances which the Supplier considers contributed to, or caused, that Delay;
    - ii. the Supplier's obligations that are or may be affected by that Delay; and
    - iii. the anticipated duration of that Delay; and
  - b. the Supplier using its best endeavours to minimise the consequences of the Delay.

- 2.9.3. In this clause 2.9, 'Delay' means a delay that is either:
- a. caused by an event or circumstance that is beyond the reasonable control of the Supplier (and/or that of the Supplier Personnel); or
  - b. directly caused by the Commonwealth's failure to act in accordance with this Agreement,

and, in either case, that cannot be avoided by the Supplier implementing reasonable precautions or alternative methods or approaches.

- 2.9.4. For clarity, a delay is not beyond the reasonable control of the Supplier (and/or that of the Supplier Personnel) if it is caused through an industrial dispute affecting the Supplier Personnel, except for protected industrial action within the meaning of the *Fair Work Act 2009* (Cth).

## 2.10. **The Supplier's Invoice and bank account**

- 2.10.1. The Supplier must submit correctly rendered invoices for payment of the Fees, Expenses and Allowances payable under this Agreement, in the manner and at the times stated in Item F of Schedule 1 or specified in a Work Order (as applicable) and in accordance with this clause 2.10.
- 2.10.2. An invoice will be taken to be correctly rendered if:
- a. the invoice is addressed in accordance with the requirements at Item A.1 of Schedule 2;
  - b. the invoice contains:
    - i. the full title of the Services;
    - ii. the name of the Contract Manager;
    - iii. the Commonwealth's Agreement number;
    - iv. the Commonwealth's purchase order number;
    - v. the Supplier's ABN (if applicable);
    - vi. the Supplier's bank account details for payment; and

- vii. a written certification in a form acceptable to the Commonwealth that the Supplier has paid all remuneration, fees or other amounts payable to the Supplier Personnel and/or subcontractors involved in the performance of this Agreement;
- c. the invoice is in the form of a valid tax invoice, if the Supplier is registered for GST;
- d. the Services related to the amount being claimed have been fully performed to the Commonwealth's satisfaction and have been accepted by the Commonwealth pursuant to this Agreement;
- e. the Invoice is accompanied, if required by the Commonwealth, by reasonable documentation that provides evidence that the Services have been performed and/or that any Allowance or Expense claimed is payable; and
- f. the amount claimed in the invoice is due for payment under this Agreement.

## 2.11. **Taxes (Including GST), Duties and Government Charges**

- 2.11.1 Subject to this clause 2.11, all taxes, duties and government charges imposed in Australia or overseas in connection with the performance of this Agreement must be borne by the Supplier.
- 2.11.2. Unless otherwise indicated, all consideration for any supply made under this Agreement is exclusive of any GST imposed on the supply.
- 2.11.3. If one Party (**Party A**) makes a taxable supply to the other Party (**Party B**) under this Agreement, Party B on receipt of a tax invoice from Party A must pay without set-off an additional amount to Party A equal to the GST imposed on the supply in question.
- 2.11.4. No Party may claim or retain from the other Party an amount in relation to a supply made under this Agreement for which the first Party can obtain an input tax credit or decreasing adjustment.

## 2.12. **Insurance**

- 2.12.1. The Supplier must effect and maintain insurance as specified in Item G of Schedule 1.
- 2.12.2. If requested by the Contract Manager, the Supplier must promptly provide proof of the currency of any policy of insurance.
- 2.12.3. This clause 2.12 will survive the expiration or termination of this Agreement and does not affect any requirement to insure against death or injury to employees under Legislative Requirements.

## 2.13. **Indemnity**

- 2.13.1. The Supplier indemnifies the Commonwealth and the Commonwealth's Staff (**those indemnified**) from and against any loss (including legal costs and expenses on a solicitor/own client basis) suffered by those indemnified, or liability to pay damages arising from any claim, suit, demand, action or proceeding brought by any person against those indemnified, when such loss or liability was caused by:

- a. a breach by the Supplier of the Supplier's obligations or warranties under this Agreement;
  - b. any unlawful, wilfully wrongful or negligent act or omission by the Supplier or the Supplier Personnel in connection with this Agreement;
  - c. use or disclosure by the Supplier or the Supplier Personnel of any of the Commonwealth Confidential Information or any Personal Information held or controlled by it or them in connection with this Agreement;
  - d. use of the Contract Product or Pre-existing Matter by those indemnified as intended or permitted under this Agreement; or
  - e. any infringement of Intellectual Property rights by the Supplier or the Supplier Personnel in the course of, or incidental to, performing the Services.
- 2.13.2. The Supplier's liability to indemnify the Commonwealth and the Commonwealth's Staff under the preceding clause 2.13.1 will be reduced proportionately to the extent that any negligent act or omission by those indemnified caused or contributed to any loss or liability incurred.
- 2.13.3. The Supplier agrees that:
- a. the Commonwealth may enforce the indemnity under this clause 2.13 in favour of the Commonwealth's Staff for the benefit of such persons in the name of the Commonwealth or of such persons; and
  - b. the Commonwealth's right to be indemnified under this clause 2.13 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant liability, loss or damage, or loss or expense.
- 2.13.4. This clause 2.13 will survive the expiration or termination of this Agreement.
- 2.14. **Ownership of Contract Product**
- 2.14.1. Ownership of all Contract Product vests immediately upon its creation in the Commonwealth.
- 2.14.2. The Supplier undertakes to ensure that all Contract Product is neatly and legibly compiled and adequately documented and contains sufficient evidence to support all conclusions, findings, and opinions.
- 2.14.3. The Supplier must provide the Contract Product in the form specified in Item C of Schedule 1.
- 2.14.4. The Supplier must establish and maintain procedures to secure Contract Product against loss and unauthorised access, use, modification or disclosure.
- 2.14.5. On the expiration or earlier termination of this Agreement, the Supplier must within 5 Business Days, deliver to the Commonwealth all Contract Product remaining in the Supplier's possession.
- 2.14.6. If there is a reduction in the scope of Services, the Supplier must, within 5 Business Days, deliver to the Commonwealth the Contract Product that is remaining in the Supplier's possession and related to the reduced part of the Services.

**2.15. Intellectual Property in Contract Product**

- 2.15.1 Subject to this clause 2.15, Intellectual Property in all Contract Product vests immediately upon its creation in the Commonwealth.
- 2.15.2. The Commonwealth grants the Supplier a non-exclusive, revocable licence to use, reproduce, communicate, publish, adapt, and modify the Contract Product for the sole purpose of performing the Services.
- 2.15.3. The Supplier must ensure that, if any of the Specified Personnel are not the Supplier's employees, all necessary documentation will be entered into by the Supplier and the Specified Personnel to allow the Intellectual Property in the Contract Product to vest in the Commonwealth in accordance with this clause 2.15.
- 2.15.4. Ownership of any Intellectual Property in any Pre-existing Matter remains unchanged as a result of this Agreement. If:
- a. the Supplier provides Pre-existing Matter to perform the Services; and
  - b. the Commonwealth cannot use the Contract Product without using the Supplier's Pre-existing Matter,
- then the Supplier grants to, or must procure for, the Commonwealth a permanent, irrevocable, royalty-free, non-exclusive licence (including a right to sublicense) to use, communicate, publish, reproduce, adapt and exploit that Pre-existing Matter as part of the Contract Product anywhere in the world for any purpose.
- 2.15.5. If requested by the Contract Manager, the Supplier must, at the Supplier's own cost, bring into existence, sign, execute or otherwise deal with any document that is required to give effect to this clause 2.15.
- 2.15.6. The Supplier warrants that it is entitled, or at the relevant time will be entitled, or will procure rights so that the Supplier is entitled at the relevant time, to deal with the Intellectual Property in any Contract Product in the manner provided for in this clause 2.15.
- 2.15.7. The provisions of this clause 2.15 survive termination or expiration of this Agreement.

**2.16. Moral Rights Consent**

- 2.16.1. For the purposes of this clause 2.16 '**Specified Acts**' in relation to any Contract Product, means the following classes or types of acts or omissions:
- a. those which would, but for this clause 2.16, infringe the author's right of attribution of authorship; and
  - b. those which would, but for this clause 2.16, infringe the author's right of integrity of authorship.
- 2.16.2. If the Supplier is a natural person and the author of any Contract Product, the Supplier consents to the Specified Acts by or on behalf of the Commonwealth in relation to such Contract Product (whether occurring before or after the consent is given).

- 2.16.3. In any other case, the Supplier warrants or undertakes that the author of the Contract Product has given or will give a written consent to the Specified Acts, and that such consent extends directly or indirectly to the performance of the Specified Acts by or on behalf of the Commonwealth in relation to such Contract Product (whether occurring before or after the consent is given).
- 2.17. **Security**
- 2.17.1. The Supplier must, and must ensure that the Supplier Personnel, comply with:
- a. all relevant security requirements specified in the Protective Security Policy Framework;
  - b. the security requirements specified in Schedule 3 or specified in a Work Order; and
  - c. any variations or additions to the security requirements in clauses 2.17.1.a and b that the Commonwealth (in the Commonwealth's absolute discretion) notifies the Supplier of in writing, from the date specified in the notice (or 5 Business Days after it receives the notice if no date is specified).
- 2.17.2. If the Supplier can substantiate that changes to the security requirements pursuant to clause 2.17.1.c have cost implications for the Supplier, the Supplier may apply to the Commonwealth for a variation to the Fees.
- 2.17.3. The Supplier acknowledges that in performing this Agreement, the Supplier may become subject to certain Legislative Requirements relating to security and security issues, and must ensure that the Supplier Personnel are aware of, and comply with, those Legislative Requirements.
- 2.17.4. The Supplier must obtain the Commonwealth's prior written authorisation for any of the Supplier Personnel who may be required to:
- a. enter secure areas in the Commonwealth's building or places;
  - b. work with the Commonwealth's Staff for extended periods;
  - c. have access to Security Classified Information, or valuable assets; or
  - d. hold a particular kind of security clearance of which the Commonwealth notifies the Supplier.
- 2.17.5. The Supplier must provide any information that the Commonwealth reasonably requests to enable the Commonwealth to investigate whether any of the Supplier Personnel should receive the Commonwealth's authorisation under clause 2.17.4.
- 2.17.6. The Commonwealth may at any time require that any of the Supplier Personnel hold a particular level of Commonwealth security clearance, which is to be obtained by the Supplier at its cost from a provider approved by the Commonwealth.
- 2.17.7. The Commonwealth will not unreasonably withhold authorisation under clause 2.17.4.
- 2.17.8. The Commonwealth will notify the Supplier in writing of:



Australian Government Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

- a. the Supplier Personnel who have been granted authorisation under clause 2.17.4 (**Authorised Persons**);
  - b. the type and level of Commonwealth security clearance (if any) required by each Authorised Person;
  - c. the period during which the authorisation under clause 2.17.4 is effective; and
  - d. the Supplier Personnel who have not been granted authorisation under clause 2.17.4.
- 2.17.9. The Supplier must acknowledge receipt of any notice provided under clause 2.17.8 by signing and returning a copy of the notice to the Commonwealth.
- 2.17.10. The Supplier must promptly notify the Commonwealth of any change in an Authorised Person's circumstances that, in the Supplier's reasonable opinion, is likely to affect the Commonwealth's authorisation of that person under clause 2.17.4.
- 2.17.11. The Commonwealth may, at any time, without any liability whatsoever, withdraw, limit or suspend the Commonwealth's authorisation of a particular person under clause 2.17.4, and in such event:
- a. the Commonwealth must notify the Supplier accordingly; and
  - b. the Supplier must, upon request, propose and make available another person for authorisation by the Commonwealth under this clause 2.17 within a reasonable time and without inconvenience or cost to the Commonwealth.
- 2.17.12. The Supplier must not permit any of the Supplier Personnel to have any access to Security Classified Information unless:
- a. the relevant person has been cleared to the appropriate security level;
  - b. the Commonwealth has given written authorisation under this clause 2.17;
  - c. the relevant person has undergone the training specified in Schedule 3 relating to access and use of Security Classified Information; and
  - d. the Supplier and/or the relevant person have complied with the conditions (if any) specified in Schedule 3 relating to such access.
- 2.17.13. The Supplier must inform the Commonwealth immediately if the Supplier becomes aware or suspects that any unauthorised person has had access to Security Classified Information and otherwise implement the Commonwealth's procedures for incident reporting as advised by the Commonwealth from time to time.
- 2.17.14. The Supplier must not perform this Agreement outside Australia, or transfer Security Classified Information outside Australia, without the Commonwealth's prior written approval.
- 2.17.15. The Supplier may only access the Commonwealth's premises if the Supplier:
- a. has the Commonwealth's written authorisation under this clause 2.17; and

- b. complies with the Commonwealth's requirements set out in this Agreement or otherwise notified by the Commonwealth.
- 2.17.16. The Supplier must ensure that the Supplier Personnel safeguard any keys or passes or other Material detailing access arrangements that are provided to the Supplier for the purposes of this Agreement.
- 2.17.17. The Supplier must protect any Official Resources in the Supplier's possession or control to the same extent as if it were the Commonwealth, including ensuring that unauthorised persons (including unauthorised Personnel and subcontractors) cannot access any Official Information.
- 2.17.18. The Supplier must provide a written security report to the Commonwealth immediately if the Supplier becomes aware or suspects that a Security Incident has occurred.
- 2.17.19. The Supplier must ensure that the Supplier Personnel undertake the training as specified by the Commonwealth in Schedule 3.
- 2.17.20. The Supplier must:
- a. prevent access to Security Classified Resources by Supplier Personnel whose security clearances are revoked, have lapsed or who no longer require access for the purposes of this Agreement; and
  - b. secure all Official Resources against loss and unauthorised access, use, modification or disclosure.
- 2.17.21. Prior to commencing the Services, the Supplier must implement security procedures to ensure that it meets its obligations under this clause 2.17 and will provide details of these procedures to the Commonwealth on request.
- 2.18. **Conflict of Interest**
- 2.18.1. The Supplier warrants at the Date of this Agreement that, to the best of the Supplier's knowledge after making diligent inquiry, no Conflict exists (inside or outside of Australia) or is likely to arise in the performance of its obligations under this Agreement, including by any of the Supplier Personnel, that has not been disclosed by the Supplier in writing to the Commonwealth for the purposes of entering into this Agreement.
- 2.18.2. If, during the term of this Agreement, a Conflict arises or appears likely to arise, the Supplier must notify the Commonwealth immediately in writing and take such steps as the Commonwealth may reasonably require to resolve or otherwise deal with the Conflict. If the Supplier fails to notify the Commonwealth or is unable or unwilling to resolve or deal with the Conflict as required, the Commonwealth may terminate this Agreement.
- 2.18.3. The Supplier must not, and must use the Supplier's best endeavours to ensure that the Supplier Personnel do not, engage in any activity or obtain any interest during the course of this Agreement that is likely to create a Conflict.
- 2.18.4. This Agreement does not preclude the Supplier from being engaged by WSA Co Limited (the developers of the Western Sydney Airport) in an advisory capacity, however:

Australian Government Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

- a. the Supplier must advise the Commonwealth of any such proposed engagement in advance and in writing;
- b. the Commonwealth will determine the potential for any conflict of interest concerns arising from that proposed engagement and advise the Supplier of any steps it must take to address those concerns; and
- c. the Supplier must not undertake the proposed engagement unless it is able to and does comply with the steps required by the Commonwealth.

**2.19. Disclosure by the Supplier**

- 2.19.1. The Supplier warrants that, as at the Date of this Agreement, having made reasonable inquiries of the Supplier's officers, employees, agents and subcontractors, the Supplier is not aware of any:
- a. matter relating to the Supplier's commercial, financial or legal capacity or status that may affect the Supplier's ability to perform the Services;
  - b. litigation, proceedings, judicial or administrative enquiry, investigation, claim or allegation, actual or threatened, and whether admitted or contested, by another person or body (including the regulatory bodies such as the Australian Securities and Investments Commission, the Australian Competition and Consumer Commission, the Australian Securities Exchange or equivalent bodies), against or in any way involving the Supplier or any settlement in respect of any such matter;
  - c. proven or alleged breach or default under any law, regulation, agreement, order or award binding on the Supplier; or
  - d. criminal or other act or any other behaviour, conduct or activity of the Supplier which may:
    - i. materially and adversely affect the Supplier's credit worthiness, integrity, character or reputation; or
    - ii. attract or have attracted negative publicity or attention or generate public or media criticism either inside or outside of Australia,
- and which was not disclosed in writing to the Commonwealth prior to execution of this Agreement.

**2.20. Disengagement**

- 2.20.1. In the event of termination or expiration of this Agreement or reduction in scope of the Services, the Supplier must:
- a. comply with any disengagement requirements set out in Item D of Schedule 1 or specified in a Work Order;
  - b. deal with any document, device, article or medium in which Commonwealth Material, Contract Product or Official Information is embodied, as directed by the Commonwealth; and
  - c. at no additional costs to the Commonwealth, provide reasonable assistance to the Commonwealth, if requested, to facilitate the transition of the Services

to an alternative supplier or to the Commonwealth with minimal disruption to the Commonwealth.

- 2.20.2. Notwithstanding clause 2.14.5, the Supplier may retain one full copy of Contract Product after expiration or termination of this Agreement or a reduction in scope of the Services, solely for necessary back-up, insurance or record-keeping purposes. Any copy retained by the Supplier under this clause 2.20.2 remains subject at all times to any restrictions on the use of that Material under this Agreement, including those relating to Intellectual Property, confidentiality, privacy and security.
- 2.20.3. The provisions of this clause 2.20 survive termination or expiration of this Agreement.

### **3. The Commonwealth's Obligations**

---

#### **3.1. Payment of Fees, Allowances and Expenses**

- 3.1.1. Subject to this Agreement, the Commonwealth will pay to the Supplier the amount of any Fees, Allowances and Expenses due under this Agreement, within 20 days after the receipt by the Commonwealth of a correctly rendered invoice. If this period ends on a day that is not a Business Day, payment is required on the next Business Day.
- 3.1.2. The Commonwealth is not required to make any payment to the Supplier in the absence of a correctly rendered invoice. Accordingly, an invoice which includes amounts that are not properly payable under this Agreement or are incorrectly calculated is not a correctly rendered invoice and the Commonwealth is not required to make any payment in respect of that invoice.
- 3.1.3. The Commonwealth will pay the Fees, Allowance and Expenses, to the bank account nominated by the Supplier, by electronic funds transfer.
- 3.1.4. Payment of the Fees, Allowance and Expenses, by electronic funds transfer to the Supplier's nominated account under the preceding clause 3.1.3, relieves the Commonwealth from any other form of payment.
- 3.1.5. In addition to any other rights it may have, the Commonwealth may defer payment of the Fees, and any applicable Allowances or Expenses, until the Supplier has completed, to the Commonwealth's satisfaction (acting reasonably), that part of the Services to which the payment relates.

#### **3.2. Interest**

- 3.2.1. This clause 3.2 only applies when the amount of the interest payable exceeds \$100.
- 3.2.2. For payments made by the Commonwealth more than 20 days after the amount became due and payable, the Commonwealth must pay the Supplier interest accrued on the payment.
- 3.2.3. Interest payable under this clause 3.2 will be simple interest on the unpaid amount at the General Interest Charge Rate, calculated in respect of each day from the day after the amount was due and payable, up to and including the day

Australian Government Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

that the Commonwealth effects payment as represented by the formula set out in clause 3.2.4.

3.2.4. The formula for the calculation of interest under clause 3.2 is:

$$SI = UA \times GIC \times D$$

where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = the General Interest Charge Rate daily rate; and

D = the number of days from the day after payment was due up to and including the day that payment is made.

### 3.3. **Commonwealth Material**

3.3.1. To assist in the Supplier's performance of the Services, the Commonwealth will provide to the Supplier the Commonwealth Material specified in Item F of Schedule 2 or specified in a Work Order at the times and in the manner set out in Item F or specified in the Work Order.

3.3.2. Ownership of all Commonwealth Material, and any Intellectual Property in Commonwealth Material, remains vested at all times in the Commonwealth.

3.3.3. The Commonwealth grants to the Supplier a royalty-free, non-exclusive licence to use, reproduce, supply and adapt the Commonwealth Material solely for the purposes of this Agreement and subject to any conditions or restrictions set out in Item F of Schedule 2, specified in a Work Order or notified from time to time in writing by the Commonwealth.

3.3.4. On the expiration or earlier termination of this Agreement, the Supplier must return to the Commonwealth within 5 Business Days, all Commonwealth Material remaining in the Supplier's possession.

3.3.5. If there is a reduction in the scope of the Services, the Supplier must, within 5 Business Days, return to the Commonwealth the Commonwealth Material remaining in the Supplier's possession that is related to the reduced part of the Services.

3.3.6. The risk of any loss or damage of the Commonwealth Material passes to the Supplier on delivery and remains with the Supplier until the Supplier delivers the Commonwealth Material back to the Commonwealth.

### 3.4. **Assistance and Facilities**

3.4.1. The Commonwealth will provide the Supplier with assistance, and make facilities available, as set out in Item G of Schedule 2 or specified in a Work Order.

- 3.5. **Supplier Confidential Information**
- 3.5.1. Subject to clause 3.5.2, the Commonwealth will not, without the prior written authorisation of the Supplier, disclose any Supplier Confidential Information to a third party.
- 3.5.2. The obligations of the Commonwealth under this clause 3.5 will not be taken to have been breached to the extent that the Supplier Confidential Information is:
- a. disclosed by the Commonwealth to the Commonwealth's Staff in order to comply with its obligations, or to exercise its rights, under this Agreement, including to exercise its rights in respect of Intellectual Property;
  - b. disclosed by the Commonwealth to the Commonwealth's Staff to enable effective management or auditing of contract-related activities;
  - c. disclosed by the Commonwealth to the responsible Minister;
  - d. disclosed by the Commonwealth in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
  - e. shared by the Commonwealth within and amongst the departments of state and agencies of the Commonwealth in service of the Commonwealth's legitimate interests;
  - f. authorised or required by law to be disclosed; or
  - g. in the public domain other than due to a breach of this clause 3.5.
- 3.5.3. If the Commonwealth discloses Supplier Confidential Information to another person pursuant to clauses 3.5.2.a – 3.5.2.ef, the Commonwealth will notify the recipient that the information is confidential.
- 3.5.4. The obligations under this clause 3.5 in relation to an item of information described in Schedule 4 continue for the period set out there in relation to the item.

#### 4. **Laws and Government Policies applying to this Agreement**

---

##### 4.1. **Compliance with Commonwealth Policies**

- 4.1.1. At all times when using the Commonwealth's premises or facilities, the Supplier must ensure that the Supplier Personnel comply with all applicable industry standards and guidelines and any Commonwealth policies, standards or guidelines relating to workplace harassment, occupational health (including the smoke free work place policy), the APS Values and Code of Conduct, safety and security, including the Commonwealth's Internet access and usage guidelines, in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

##### 4.2. **Compliance with Laws**

- 4.2.1. In performing the Services, the Supplier must:
- a. comply with Legislative Requirements, particularly the *Crimes Act 1914* (Cth), *Racial Discrimination Act 1975* (Cth), *Sex Discrimination Act*

1984 (Cth) and Disability Discrimination Act 1992 (Cth) and the Workplace Gender Equality Act 2012 (Cth);

- b. not enter into a subcontract with a person named by the Director of Workplace Gender Equality as an employer that is currently not complying with the Gender Equality Act; and
- c. promptly notify the Commonwealth if the Supplier becomes non-compliant with any Legislative Requirements during the term of this Agreement.

4.2.2. The Supplier acknowledges that:

- a. any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of Commonwealth Confidential Information stored in any computer in the course of performing a contract for the Commonwealth may be an offence under Part 10.7 of the *Criminal Code Act 1995* (Cth) for which there are a range of penalties, including a maximum of ten years imprisonment; and
- b. the publication or communication of any information by a person, which the person made or obtained by reason of being or having been a Commonwealth officer or engaged to perform work for the Commonwealth and that the person is under a duty not to disclose, may be an offence under section 122.4 of the *Criminal Code Act 1995* (Cth), the maximum penalty for which is two years imprisonment.

#### 4.3. **Work health and safety**

- 4.3.1. The Supplier must ensure that the Services and the work conducted by the Supplier and any of the Supplier Personnel comply with all applicable Legislative Requirements, standards and policies, and requirements of this Agreement, that relate to the health and safety of the Supplier, the Supplier Personnel, the Commonwealth's Staff and third parties.
- 4.3.2. The Supplier must comply with the Supplier's obligations under the WHS Act and must ensure, so far as is reasonably practicable, that the Supplier's officers and workers comply with their obligations under the Applicable WHS Law. The other provisions of clause 4.3 do not limit this clause.
- 4.3.3. The Supplier must ensure, so far as is reasonably practicable, the health and safety of:
  - a. workers engaged, or caused to be engaged by the Supplier; and
  - b. workers whose activities in carrying out work are influenced or directed by the Supplier,
 while the workers are at work in relation to this Agreement.
- 4.3.4. The Supplier must ensure, so far as is reasonably practicable, that the health and safety of other persons (including the Commonwealth's Staff and the Commonwealth's contractors) is not put at risk from work carried out under this Agreement.
- 4.3.5. The Supplier must consult, cooperate and coordinate with the Commonwealth in relation to the Supplier's WHS duties.

- 4.3.6. The Supplier must, on request, give all reasonable assistance to the Commonwealth, by way of provision of information and documents, to assist the Commonwealth and the Commonwealth's officers (as defined in the WHS Act) to comply with the duties imposed under the WHS Act.
- 4.3.7. The Commonwealth may direct the Supplier to take specified measures in connection with the Supplier's work under this Agreement or otherwise in connection with the Services that the Commonwealth considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons. The Supplier must comply with the direction. The Supplier is not entitled to an adjustment to the Fees, or to charge additional Allowances or Expenses, merely because of compliance with the direction.
- 4.3.8. If an event occurs in relation to the Supplier's work under this Agreement that leads, or could lead, to a Notifiable Incident, the Supplier must:
- a. immediately report the matter to the Commonwealth, including all relevant details that are known to the Supplier;
  - b. as soon as possible after becoming aware of the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
    - i. its cause; and
    - ii. what adverse effects (if any) it will have on the Supplier's work under this Agreement, including adverse effects on risks to health and safety,
  - c. as soon as possible after the Notifiable Incident, take all reasonable steps to remedy any effects of the Notifiable Incident on health and safety;
  - d. as soon as possible after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that an event or circumstance of the kind that led to the Notifiable Incident does not recur;
  - e. within 3 Business Days after the Notifiable Incident, give the Commonwealth a written report giving further details of the Notifiable Incident, including the results of the investigations required by clause 4.3.8.b and a statement of the steps the Supplier has taken or that the Supplier proposes to take as required by clauses 4.3.8.c and 4.3.8.d; and
  - f. within 3 months after the Notifiable Incident, give the Commonwealth a written report giving full details of its actions in relation to the Notifiable Incident.
- 4.3.9. If, during the performance of this Agreement, the Commonwealth informs the Supplier in writing that it is the opinion of the Commonwealth that the Supplier is:
- a. not conducting the work in compliance with health and safety management procedures, relevant legislation or health and safety procedures provided by the Commonwealth from time to time, or
  - b. conducting the work in such a way as to endanger the health and safety of the Supplier's or the Commonwealth's employees, or any of their contractors' or subcontractors' employees, or members of the public or other third parties,



the Supplier must promptly remedy that matter.

- 4.3.10. The Commonwealth may direct the Supplier to suspend the work until such time as the Supplier satisfies the Commonwealth that the work will be resumed in conformity with applicable health and safety provisions.
- 4.3.11. During periods of suspension referred to above, the Commonwealth will not be required to make any payment whatsoever to the Supplier.
- 4.3.12. If:
- a. the Supplier fails to rectify any breach of health and safety for which the work has been suspended; or
  - b. the Supplier's performance has involved recurring breaches of health and safety,
- the Commonwealth may, at its option, immediately terminate this Agreement, without further obligation to the Supplier. In this event, the Commonwealth's liability will be limited to payment for the work performed and costs incurred by the Supplier up to the time of termination or an earlier suspension of this Agreement.
- 4.3.13. If there is a dispute on a WHS matter between the Commonwealth and the Supplier, then, after a reasonable period for negotiation (depending upon the nature and seriousness of the matter), the matter will be referred to the relevant statutory authority under the Applicable WHS Law. Only written opinions from the relevant authorities will be accepted.
- 4.3.14. The Supplier's obligations under clause 4.3.8 are in addition to any reporting obligation that the Supplier has under a written law.
- 4.3.15. The Supplier must fully co-operate, at the Supplier's own cost, with any investigation by any government agency (including the Commonwealth) with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner's investigations.
- 4.3.16. The Supplier must not enter into any subcontract for the purpose of directly or indirectly fulfilling the Supplier's obligations under this Agreement unless such a subcontract obliges the subcontractor to comply with equivalent provisions to those contained in this clause 4.3.
- 4.3.17. A word or expression in this clause 4.3 that is:
- a. used or defined in an Applicable WHS Law; and
  - b. is not otherwise defined in this clause 4.3 or elsewhere in this Agreement,
- has, for the purposes of this clause 4.3, the meaning given to it under the applicable WHS Law.

#### 4.4. **Workplace Gender Equality**

- 4.4.1. This clause applies only to the extent that the Supplier is a 'relevant employer' for the purposes of the Gender Equality Act.
- 4.4.2. If the Supplier becomes non-compliant with the Gender Equality Act during the term of this Agreement, the Supplier must notify the Contract Manager.

- 4.4.3. If the term of this Agreement exceeds 18 months, the Supplier must provide a current letter of compliance within 18 months from the Date of this Agreement and following this, annually, to the Contract Manager.
- 4.4.4. Compliance with Gender Equality Act does not relieve the Supplier from its responsibility to comply with its other obligations under this Agreement.
- 4.5. **Confidentiality of Official Information**
- 4.5.1. The Supplier must not, without prior written authorisation of the Commonwealth, disclose any Official Information to any person (unless required to do so by law).
- 4.5.2. The Supplier is authorised, subject to clause 2.17, to provide Official Information to the Supplier Personnel who require access for the purposes of this Agreement.
- 4.5.3. The Supplier must, on request by the Commonwealth at any time, arrange for the Supplier Personnel requiring access to Official Information as referred to in clause 4.5.2 to give a written undertaking, in a form acceptable to the Commonwealth, relating to the use and non-disclosure of that Official Information.
- 4.5.4. The Supplier must secure all Official Information against loss and unauthorised access, use, modification or disclosure.
- 4.5.5. The obligations under this clause 4.5 continue, notwithstanding the expiry or termination of this Agreement.
- 4.5.6. On expiration or earlier termination of this Agreement or reduction in scope of the Services, the Supplier will, on request, deliver up to the Commonwealth (and not retain any copies) all Material forms of the Official Information.
- 4.5.7. Nothing in this clause 4.5 derogates from any obligation that the Supplier may have either under the Privacy Act, or under this Agreement, in relation to the protection of Personal Information.
- 4.6. **Protection of Personal Information**
- 4.6.1. This clause applies only if the Supplier deals with Personal Information when, and for the purpose of, providing the Services under this Agreement.
- 4.6.2. The Supplier acknowledges that the Supplier is a '**contracted service provider**' within the meaning of section 6 of the Privacy Act, and agrees in respect of the provision of the Services under this Agreement:
- a. to use or disclose Personal Information obtained during the course of providing the Services under this Agreement only for the purposes of this Agreement;
  - b. not to do any act or engage in any practice that would breach an Australian Privacy Principle (APP) contained in Schedule 1 of the Privacy Act, which if done or engaged in by an Agency, would be a breach of that APP;
  - c. to carry out and discharge the obligations contained in the APPs as if the Supplier were an Agency under that Act;

Australian Government Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

- d. to comply insofar as practicable with any policy guidelines laid down by the Commonwealth or issued by the Australian Information Commissioner from time to time and relating to privacy and Personal Information;
- e. to notify individuals whose Personal Information the Supplier holds, that complaints about the Supplier's acts or practices may be investigated by the Australian Information Commissioner who has power to award compensation against the Supplier in appropriate circumstances;
- f. not to use or disclose Personal Information or engage in an act or practice that would breach a section of the Privacy Act, an APP or an APP Code, if that section of the Privacy Act, APP or APP Code is applicable to the Supplier, unless the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under clause 4.5 of this Agreement, and the activity or practice which is authorised by clause 4.5 of this Agreement is inconsistent with the APP or APP Code;
- g. to disclose in writing to any person who asks, the content of the provisions of this Agreement (if any) that are inconsistent with an APP or an APP Code that is binding on a Party;
- h. if the Supplier becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Agreement or its provision of the Services, to:
  - i. notify the Commonwealth in writing as soon as possible, which must be no later than within 3 days; and
  - ii. unless otherwise directed by the Commonwealth, carry out an assessment in accordance with the requirements of the Privacy Act;
- i. if the Supplier is aware that there are reasonable grounds to consider there has been, or if the Commonwealth notifies the Supplier that there has been, an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Agreement or its provision of the Services, to:
  - i. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
  - ii. unless otherwise directed by the Commonwealth, take all other action necessary to comply with the requirements of the Privacy Act; and
  - iii. take any other action as reasonably directed by the Commonwealth;
- j. to immediately notify the Commonwealth if the Supplier becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 4.6, whether by the Supplier or the Supplier Personnel; and
- k. to ensure that any of the Supplier Personnel who are required to deal with Personal Information for the purposes of this Agreement are made aware of the Supplier's obligations set out in this clause 4.6.

4.6.3. The Supplier must ensure that any subcontract entered into for the purpose of fulfilling the Supplier's obligations under this Agreement contains provisions to

ensure that the subcontractor has the same obligations as the Supplier under this clause 4.6, including the requirement in relation to subcontracts.

- 4.6.4. The Supplier indemnifies the Commonwealth in respect of any loss, liability or expense suffered or incurred by the Commonwealth which arises directly or indirectly from a breach of any of the Supplier's obligations under this clause 4.6, or by a subcontractor under the subcontract provisions referred to in clause 4.6.3.
- 4.6.5. In this clause 4.6, the terms '**Agency**', '**APP Code**' and '**APPs**' have the same meaning as they have in section 6 of the Privacy Act.
- 4.6.6. The provisions of this clause 4.6 survive termination or expiration of this Agreement.

#### 4.7. **Handling of Complaints**

- 4.7.1. A complaint alleging an interference with the privacy of an individual in respect of any Services performed under this Agreement will be handled by the Parties in accordance with the following procedures:
- a. if the Commonwealth receives a complaint alleging an interference with the privacy of an individual by the Supplier or the Supplier Personnel, the Commonwealth must immediately notify the Supplier of only those details of the complaint necessary to minimise any breach or prevent further breaches of the privacy clauses;
  - b. if the Supplier receives a complaint alleging an interference with the privacy of an individual by the Supplier or the Supplier Personnel, the Supplier must immediately notify the Commonwealth of the nature of the complaint but must only release to the Commonwealth Confidential Information concerning the complainant with that individual's consent;
  - c. after the Commonwealth has given or been given notice in accordance with clause 4.7.1.a or b above, the Commonwealth must keep the Supplier informed of all progress with the complaint as relates to the Supplier's actions in connection with the complaint; and
  - d. the Commonwealth will give the Supplier 10 Business Days' written notice of an intention to assume a liability, loss or expense including in that notice an explanation of how that liability, loss or expense was assessed and the Supplier's proposed share of that liability.

#### 4.8. **Books and records**

- 4.8.1. The Supplier must:
- a. keep, and must require the Supplier's subcontractors to keep, adequate books and records, in accordance with Australian accounting standards, in sufficient detail to enable the amounts payable by the Commonwealth under this Agreement to be determined; and
  - b. retain, and must require the Supplier's subcontractors to retain, for a period of seven years after termination or expiration of this Agreement, all books and records relating to the Services.

- 4.8.2. The Supplier must bear the Supplier's own costs of complying with this clause 4.8.
- 4.8.3. This clause 4.8 applies for the term of this Agreement and for a period of 7 years from the termination or expiry of this Agreement.
- 4.9. **Audit and access**
- 4.9.1. The Commonwealth (which, in clauses 4.9.1 to 4.9.4, includes the Commonwealth's authorised representatives) may conduct audits relevant to the performance of the Supplier's obligations under this Agreement. Audits may be conducted of:
- a. the Supplier's operational practices and procedures as they relate to this Agreement, including security procedures;
  - b. the accuracy of the Supplier's invoices and reports in relation to the provision of the Services under this Agreement;
  - c. the Supplier's compliance with the Supplier's confidentiality, privacy obligations and security obligations under this Agreement;
  - d. material in the possession of the Supplier relevant to the Services or this Agreement; and
  - e. any other matters determined by the Commonwealth to be relevant to the Services or this Agreement.
- 4.9.2. The Commonwealth may, at reasonable times and on giving reasonable notice to the Supplier:
- a. access the Supplier's premises to the extent relevant to the performance of this Agreement;
  - b. require the provision by the Supplier, or the Supplier's employees, agents or subcontractors, of records and information in a data format and storage medium accessible by the Commonwealth by use of the Commonwealth's existing computer hardware and software;
  - c. inspect and copy documentation, books and records, however stored, in the custody or under control of the Supplier or the Supplier Personnel; and
  - d. require assistance in respect of any inquiry into or concerning the Services or this Agreement. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Commonwealth), any request for information directed to the Commonwealth, and any inquiry conducted by Parliament or any Parliamentary committee.
- 4.9.3. The Supplier must provide the Commonwealth with access to the Supplier's computer hardware and software to the extent necessary for the Commonwealth to exercise the Commonwealth's rights under this clause, and provide the Commonwealth with any reasonable assistance the Commonwealth requests to use that hardware and software.
- 4.9.4. The Commonwealth will use reasonable endeavours to ensure that:
- a. audits performed pursuant to clause 4.9.1; and

- b. the exercise of the general rights granted to the Commonwealth by clause 4.9.2,

do not unreasonably delay or disrupt in any material respect the Supplier's performance of the Supplier's obligations under this Agreement.

- 4.9.5. Except as set out in clause 4.9.6, each Party must bear its own costs of any reviews and/or audits.
- 4.9.6. If:
- a. the Supplier is able to substantiate that the Supplier has incurred direct expenses in the Commonwealth's exercise of the rights granted under clause 4.9.1 or clause 4.9.2 which, having regard to the value of this Agreement, are material; and
  - b. the relevant review or audit does not show any breach of this Agreement or other wrongful conduct on the part of the Supplier,
- the Parties will negotiate an appropriate reimbursement. Any reimbursement must not be greater than the direct expenses incurred and substantiated.
- 4.9.7. The Commonwealth's rights under clause 4.9.2.a to 4.9.2.c apply equally to the Auditor-General and the Australian Information Commissioner, or any of their delegates (**Commissioners**), for the purpose of performing their respective statutory functions or powers.
- 4.9.8. The Supplier must do all things necessary to comply with a requirement of a Commissioner, provided such requirements are legally enforceable and within the power of the relevant Commissioner.
- 4.9.9. The requirement for, and participation in, audits does not in any way reduce the Supplier's responsibility to perform the Supplier's obligations in accordance with this Agreement.
- 4.9.10. The Supplier must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this clause 4.9.
- 4.9.11. Nothing in this Agreement reduces, limits or restricts in any way any function, power, right or entitlement of any Commissioner. The Commissioner's rights under this Agreement are in addition to any other power, right or entitlement of any of the Commissioners.
- 4.9.12. For clarity, the Commonwealth may, at reasonable times and on giving reasonable notice to the Supplier, require the Supplier to provide such reports, records or information as may be reasonably required by the Commonwealth, regardless of whether such reports, records or information are required for the purposes of an audit under this Agreement.
- 4.9.13. This clause 4.9 applies for the term of this Agreement and for a period of 7 years from the termination or expiry of this Agreement.
- 4.10. **Access to documents**
- 4.10.1. This clause 4.10 only applies if this Agreement is a '**Commonwealth contract**', as defined in the *Freedom of Information Act 1982 (Cth)*.

- 4.10.2. In this clause, '**document**' has the same meaning as in the *Freedom of Information Act 1982 (Cth)*.
- 4.10.3. If the Commonwealth has received a request for access to a document created by, or in the possession of, the Supplier or any subcontractor that relates to the performance of this Agreement (and not to the entry into this Agreement), the Commonwealth may at any time by written notice require the Supplier to provide the document to the Commonwealth and the Supplier must, at no additional cost to the Commonwealth, promptly comply with the notice.
- 4.10.4. The Supplier must include in any subcontract relating to the performance of this Agreement provisions that will enable the Supplier to comply with the Supplier's obligations under this clause 4.10.

4.11. **Indigenous Procurement Policy**

- a. In this clause 4.11:

**Indigenous enterprise** means an organisation that is 50% or more Indigenous owned that is operating a business.

- b. It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.
- c. The Supplier must use its reasonable endeavours to increase its:
- i. purchasing from Indigenous enterprises; and
  - ii. employment of Indigenous Australians,
- in the delivery of the Services.
- d. Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor, and use of Indigenous suppliers in the Supplier's supply chain.

4.12. **Black economy**

- 4.12.1. In this clause 4.12:

- a. **Black Economy Policy** means the Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019 available at <https://treasury.gov.au/publication/p2019-1369466>.
- b. **Satisfactory** means meets the conditions set out in Part 6.b of the Black Economy Policy or, if the circumstances in Part 6.c of the Black Economy Policy apply, the conditions set out in Part 8.b of the Black Economy Policy.
- c. **Statement of Tax Record** means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at <https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting-an-STR>.
- d. **Valid** means valid in accordance with Part 7.e of the Black Economy Policy.

- 4.12.2. The Supplier warrants in relation to any subcontractor it has engaged to deliver Services that the Supplier either:
- a. provided a Valid and Satisfactory Statement of Tax Record for the subcontractor as part of its response to the approach to market that resulted in the making of this Agreement; or
  - b. holds a Satisfactory Statement of Tax Record for the subcontractor that was Valid at the time of entry into the subcontract by the Supplier and the subcontractor.
- 4.12.3. The Supplier warrants that, as at the Date of this Agreement, it has a Valid and Satisfactory Statement of Tax Record.
- 4.12.4. The Supplier must hold a Valid and Satisfactory Statement of Tax Record at all times during the term of this Agreement (including any extension).
- 4.12.5. The Supplier must, on request by the Commonwealth, provide to the Commonwealth a copy of any Statement of Tax Record that it holds in accordance with clause 4.12.4.
- 4.12.6. Without limiting its other rights under this Agreement or at law, any failure by the Supplier to comply with the requirements outlined in clauses 4.12.3 to 4.12.5 will be a breach of this Agreement.
- 4.12.7. The Supplier must ensure that any subcontractor engaged to deliver goods and/or services holds a Valid and Satisfactory Statement of Tax Record at all times during the term of the relevant subcontract.
- 4.12.8. The Supplier must retain a copy of any Statement of Tax Record held by any subcontractor in accordance with clause 4.12.7 and must, on request by the Commonwealth, provide to the Commonwealth a copy of any such Statement of Tax Record.
- 4.13. **Modern Slavery**
- 4.13.1 In this clause 4.13:
- a. **Guiding Principles on Business and Human Rights** means the United Nations' Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework available at [https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr\\_en.pdf](https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr_en.pdf).
  - b. **Modern Slavery** has the same meaning as it has in the *Modern Slavery Act 2018* (Cth).
- 4.13.2. The Supplier must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the performance of this Agreement.
- 4.13.3. If at any time the Supplier becomes aware of Modern Slavery practices in the operations or supply chains used in the performance of the Agreement, the Supplier must, as soon as reasonably practicable, take all reasonable action to address or remove these practices, including (when relevant) by addressing any practices of other entities in its supply chains.



4.14. **Not used**

**5. Matters arising under this Agreement**

---

**5.1. Liaison and Party Representatives**

5.1.1. The Supplier must:

- a. liaise with, and report to, the Contract Manager at the times and in the manner as reasonably directed by the Contract Manager in relation to the conduct and performance of the Services; and
- b. comply with any reasonable direction of the Contract Manager in the performance of the Services, to the extent those directions are not inconsistent with the Supplier's obligations under this Agreement.

5.1.2. A direction under clause 5.1.1 may be given orally by the Contract Manager but, if requested by the Supplier, the direction must be given as a notice.

5.1.3. The Contract Manager and the Supplier's Representative must liaise as necessary for any purpose in connection with the Supplier's performance of the Services.

5.1.4. The Contract Manager is the Commonwealth's representative, and the Supplier's Representative is the Supplier's representative, for the purposes of this Agreement. The Contract Manager and the Supplier's Representative each have authority to receive and sign notices for their respective Parties under this Agreement. The Supplier's Representative must have authority to accept any request or direction in relation to the Services.

**5.2. Applicable law and jurisdiction**

5.2.1. This Agreement is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory

5.2.2. The Parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

**5.3. Entire Agreement and Variation**

5.3.1. This Agreement records the entire agreement between the Parties in relation to its subject matter.

5.3.2. The provisions of this Agreement will not be varied either at law or in equity except by an agreement in writing between the Parties.

**5.4. Waiver**

5.4.1. If a Party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

5.4.2. A waiver of any provision or rights under this Agreement:

- a. must be in writing signed by the Party entitled to the benefits of that provision or right; and
- b. is effective only to the extent set out in any written waiver.

- 5.4.3. A single or partial exercise by a Party of any of its rights does not prevent the further exercise of any right.
- 5.4.4. A waiver by either Party of any of its rights will not be deemed to be a waiver in respect of any other right.
- 5.4.5. In this clause 5.4, '**rights**' means rights or remedies provided by this Agreement or at law.
- 5.5. **Negation of Employment, Partnership and Agency**
- 5.5.1. This Agreement does not make the Supplier the Commonwealth's employee, officer, partner or agent, nor does the Supplier have authority to bind or represent the Commonwealth with third parties.
- 5.5.2. The Supplier must not represent itself, and must ensure that the Supplier Personnel do not represent themselves, as having the relationship or authority referred to in the preceding clause.
- 5.6. **Public Announcements/Media Contact**
- 5.6.1. The Supplier must not make any public announcement or make any representation to any media representative about or concerning:
- a. this Agreement; or
  - b. any matter related to this Agreement,
- without the prior written consent of the Contract Manager.
- 5.7. **Collection of Information**
- 5.7.1. The Supplier will only collect information on the Commonwealth's behalf as directed by the Commonwealth, and will collect it in accordance with the procedures the Commonwealth specifies from time to time.
- 5.8. **Assignment and novation**
- 5.8.1. The Supplier must not assign or novate, in whole or in part, any or all of the Supplier's rights or obligations under this Agreement without the prior written approval of the Contract Manager.
- 5.8.2. The Supplier must not consult with any other person or body for the purposes of entering into an arrangement which will require assignment or novation of any or all of this Agreement without first consulting the Commonwealth.
- 5.9. **Termination and reduction in scope without default**
- 5.9.1. The Commonwealth may at any time, by notice, immediately terminate this Agreement or reduce the scope of the Services.
- 5.9.2. On receipt of a notice of termination or reduction in scope under clause 5.9.1, the Supplier must:
- a. stop or reduce work as specified in the notice;

Australian Government Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

- b. take all available steps to minimise loss resulting from that termination or reduction in scope and to protect Commonwealth Material and Contract Product; and
  - c. continue work on any part of the Services not affected by the notice.
- 5.9.3. If there has been a termination under clause 5.9.1, subject to clause 5.9.5, the Commonwealth will only be liable for:
- a. payments and assistance under clause 3.1 for Services rendered before the effective date of termination; and
  - b. reasonable costs incurred by the Supplier and directly attributable to the termination.
- 5.9.4. If there has been a reduction in the scope of the Services under clause 5.9.1, the Commonwealth's liability to pay Fees, Allowances or Expenses under clause 3.1 or to provide facilities and assistance under clause 3.4 will, unless there is agreement by the Parties in writing to the contrary, abate proportionately to the reduction in the scope of the Services.
- 5.9.5. If there has been a termination or reduction in the scope of the Services under clause 5.9.1, the Commonwealth will not be liable under clause 5.9.3 or 5.9.4 for any amount:
- a. that is for loss of prospective profits of the Supplier or any other person; or
  - b. that would, in addition to any amounts paid or due, or becoming due, to the Supplier under this Agreement, together exceed the Fees.
- 5.10. **Termination and reduction for default**
- 5.10.1. If the Supplier fails to satisfy any of its obligations under this Agreement, the Commonwealth may by notice:
- a. if the failure is material and not capable of remedy (in the reasonable opinion of the Commonwealth), immediately terminate this Agreement, or reduce the scope of the Services in respect of which the failure occurred; or
  - b. if the failure is capable of remedy (in the reasonable opinion of the Commonwealth), require that the failure be remedied within the timeframe specified in the notice and, if the failure is not remedied within that time, the Commonwealth may immediately terminate this Agreement, or reduce the scope of the Services in respect of which the failure occurred, by giving a second notice to the Supplier.
- 5.10.2. The timeframe specified in any notice to remedy issued under clause 5.10.1.b must be reasonable in consideration of the circumstances of that failure.
- 5.10.3. The Commonwealth may also, by notice, to the supplier, immediately terminate this Agreement (but without prejudice to any prior right of action or remedy which either Party has or may have and subject to any applicable law to the contrary) if any event specified in clauses 5.10.4.a to f happens to the Supplier.
- 5.10.4. The Supplier must immediately notify the Commonwealth if:

- a. the Supplier, being a company, incurs any change in the direct or indirect beneficial ownership or control of the Supplier (not including that resulting from ordinary trading of shares in circumstances in which the Supplier is a listed company);
- b. the Supplier ceases to carry on business;
- c. the Supplier ceases to be able to pay the Supplier's debts as they become due;
- d. the Supplier, being a company, enters into liquidation or has a controller or managing controller or liquidator or administrator appointed;
- e. the Supplier, being a natural person, is declared bankrupt or assigns the Supplier's estate for the benefit of creditors; or
- f. the Supplier, being a partnership, incurs any step being taken to dissolve that partnership.

5.10.5. In this clause, '**controller**', '**managing controller**' and '**administrator**' have the same meanings as in the *Corporations Act 2001* (Cth).

#### 5.11. **Dispute Resolution**

5.11.1 The Parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:

- a. in the first instance, the Party claiming that there is a dispute must send to the other Party a notice setting out the nature of the dispute (**Notice of Dispute**);
- b. following the provision of a Notice of Dispute, the Parties must try to resolve the dispute by direct negotiation in good faith, including by referring the matter to persons within each Party who may have authority to intervene and direct some form of resolution;
- c. the Parties have 10 Business Days from the date of provision of the Notice of Dispute to either:
  - i. reach a resolution; or
  - ii. agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure;
- d. if the Parties agree to submit the dispute to mediation or some other form of alternative dispute resolution procedure, each Party must participate in that process in good faith; and
- e. if:
  - i. there is no resolution or agreement in accordance with clause 5.11.1.c.i; or
  - ii. there is a submission to mediation or some other form of alternative dispute resolution procedure under clause 5.11.1.c.ii, but there is no resolution under clause 5.11.1.d within 15 Business Days of the submission, or such extended time as the Parties may agree in writing before the expiration of the 15 Business Days.

either Party may commence legal proceedings.

## 5.12. Notices

5.12.1 A notice under this Agreement is only effective if it is in writing, and addressed as follows:

- a. *if given by the Supplier to the Commonwealth* – addressed to the Contract Manager at the address stated in Schedule 2, or other address as notified by the Commonwealth, or
- b. *if given by the Commonwealth to the Supplier* – addressed to the Supplier's Representative at the address stated in Schedule 1, or other address as notified by the Supplier.

5.12.2. Any such notice referred to in clause 5.12.1 must be delivered to the other Party by hand, prepaid post or transmitted electronically (via email) and be signed by the sending Party. For clarity, an electronic signature on an email will be taken to be a signed notice for the purpose of this clause 5.12.

5.12.3. Subject to clause 5.12.4, a notice is deemed to be received:

- a. *if delivered by hand* – upon delivery to the relevant address;
- b. *if sent by prepaid post* – after 5 Business Days upon receipt by the sender of an acknowledgement from the other Party that it has received the notice (whichever is earlier); or
- c. *if transmitted electronically* – upon receipt by the sender of either an electronic receipt notification (generated by the system receiving the notice) or an acknowledgement from the other Party that it has received the notice (whichever is earlier).

5.12.4. If a notice is received:

- a. after 5.00 pm on any Business Day; or
- b. on a day that is not a Business Day,

it will be deemed to be received at 9:00am on the next Business Day for the purposes of this clause 5.12.

## 6. Dictionary and Interpretation

### 6.1. Dictionary

6.1.1. In this Agreement, unless the context indicates otherwise:

<b>Additional Services</b>	means those services and deliverables that are agreed to be provided by the Supplier through a Work Order.
<b>Agreement</b>	means this contract, including the Schedules and any attachments or documents incorporated by reference.
<b>Allowances</b>	means the allowances (if any) specified in Item D of Schedule 2 or specified in a Work Order.

Australian Government Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

<b>Applicable WHS Law</b>	means any applicable WHS law, including any corresponding WHS law (as defined in section 4 of the WHS Act).
<b>Auditor-General</b>	has the same meaning as the expression in the <i>Auditor-General Act 1997</i> (Cth) and includes any person authorised to carry out the functions of the Auditor-General under that Act.
<b>Australian Information Commissioner</b>	has the same meaning as the expression 'Commissioner' in the <i>Privacy Act 1988</i> (Cth) and includes any person authorised to carry out the functions of the Commissioner.
<b>Business Day</b>	means a day that is not a Saturday, Sunday, bank holiday or public holiday in the Australian Capital Territory, Australia or, if a notice is received or a thing must be done in a place, in that place.
<b>Commonwealth Confidential Information</b>	<p>means information owned or controlled by the Commonwealth that is by its nature confidential and that:</p> <ul style="list-style-type: none"> <li>(a) is designated as being confidential by the Commonwealth; or</li> <li>(b) the Supplier knows or ought to know is confidential; or</li> <li>(c) is by its nature confidential,</li> </ul> <p>but does not include information that is or becomes public knowledge otherwise than by breach of this Agreement or any other confidentiality obligation.</p>
<b>Commonwealth Material</b>	means any Material that the Commonwealth provides to the Supplier for the purposes of this Agreement or that is copied or derived from Material so provided.
<b>Commonwealth's Staff</b>	means the Commonwealth's officers, employees, agents and contractors (not including the Supplier).

<b>Conflict</b>	means any matter, circumstance, interest or activity affecting the Supplier (including the Supplier Personnel) which may or may appear to impair the Supplier's ability to provide the Services to the Commonwealth diligently and independently including any conflict between the Supplier's (or the Supplier Personnel's) obligations under this Agreement and either the Supplier's (or the Supplier Personnel's) obligations to another person or the Supplier's (or the Supplier Personnel's) personal interests.
<b>Contract Manager</b>	means the person for the time being holding, occupying or performing the duties specified in Item B.1.2 of Schedule 2.
<b>Contract Product</b>	means all Material: <ul style="list-style-type: none"> <li>(a) brought into existence for the purpose of performing the Services;</li> <li>(b) incorporated in, supplied or required to be supplied along with the material referred to in paragraph (a); or</li> <li>(c) copied or derived from material referred to in paragraphs (a) or (b).</li> </ul> but does not include the Supplier's trademarks or trade names.
<b>Date of this Agreement</b>	means the date written on the execution page of this Agreement or, if no date or more than one date is written there, then the date on which this Agreement is signed by the last Party to do so.
<b>Deliverable</b>	means a specific deliverable (which may include software, hardware, plans and/or documentation) to be supplied by the Supplier under this Agreement and specified in Item A.5.1 of Schedule 1 and the applicable Additional Services agreed in a Work Order.
<b>Eligible Data Breach</b>	has the same meaning as it has in the Privacy Act.
<b>Expenses</b>	means the expenses (if any) specified in Item E of Schedule 2 or specified in a Work Order

<b>Fees</b>	means the fees payable to the Supplier under this Agreement as specified in Item C of Schedule 2 including the sum of Total Work Order Prices for all Work Orders, and does not include Expenses or Allowances.
<b>Gender Equality Act</b>	means the <i>Workplace Gender Equality Act 2012</i> (Cth).
<b>General Interest Charge Rate</b>	means the interest charge determined under section 8AAD of the <i>Taxation Administration Act 1953</i> (Cth) on the day that payment is due, expressed as a decimal rate per day.
<b>GST</b>	has the meaning given in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>Intellectual Property</b>	means any copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered designs, confidential information (including trade secrets and know-how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields. Intellectual Property does not include Moral Rights.
<b>Legislative Requirements</b>	means any: <ul style="list-style-type: none"> <li>(a) Act, Ordinance, Regulations, By-law, Order, Award and Proclamations of the Commonwealth or any State or Territory applicable to the Services; or</li> <li>(b) certificate, licence, consent, permit, approval or requirement of an organisation having jurisdiction over matters undertaken in performance of the Services.</li> </ul>
<b>Material</b>	means any documents, goods, equipment, software, information and data stored by any means.
<b>Moral Rights</b>	means the rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature, conferred by statute.
<b>Notifiable Incident</b>	has the same meaning as in section 35 of the WHS Act together with any other environmental damage or material accident, personal injury or property damage.



Australian Government Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

<b>Official Information</b>	means any information developed, received or collected by or on behalf of the Commonwealth of Australia to which the Supplier gains access under or in connection with this Agreement.
<b>Official Resources</b>	includes: <ul style="list-style-type: none"> <li>(a) Official Information;</li> <li>(b) people who work for or with the Commonwealth (other than the Supplier and the Supplier Personnel); and</li> <li>(c) assets belonging to (even if in the possession of contracted providers), or in the possession of, the Commonwealth.</li> </ul>
<b>Period for Services</b>	means the period set out in Item B of Schedule 1.
<b>Personal Information</b>	has the same meaning as in the Privacy Act.
<b>Personnel</b>	means, as the case requires: <ul style="list-style-type: none"> <li>(a) in respect of the Commonwealth, its officers, employees and agents; and</li> <li>(b) in respect of the Supplier, the Supplier Personnel.</li> </ul>
<b>Pre-existing Matter</b>	means Material in existence as at the Date of this Agreement.
<b>Privacy Act</b>	means the <i>Privacy Act 1988</i> (Cth).
<b>Privacy Commissioner</b>	has the same meaning as the expression in the <i>Australian Information Commissioner Act 2010</i> (Cth) and includes any person authorised to carry out the functions of the Commissioner under that Act.
<b>Protective Security Policy Framework</b>	means the Australian Government Protective Security Policy Framework issued by the Commonwealth Attorney-General's Department as in force from time to time.
<b>Security Classified Information</b>	means Official Information that, if compromised, could have adverse consequences for the Commonwealth.
<b>Security Classified Resources</b>	means Official Resources that, if compromised, could have adverse consequences for the Commonwealth.

<b>Security Incident</b>	means:  (a) a security breach or violation; or (b) contact or approach from a person seeking unauthorised access to Official Resources.
<b>Services</b>	means the services to be performed by the Supplier as described in Schedule 1 or elsewhere in this Agreement and includes the Additional Services to be supplied through an agreed Work Order.
<b>Specified Personnel</b>	means the Supplier Personnel specified in Item E of Schedule 1 or specified in a Work Order required to undertake the Services or part of the work constituting the Services.
<b>Supplier</b>	will, where the context so admits, include the Supplier's officers, employees, volunteers, bailees, agents and subcontractors.
<b>Supplier Confidential Information</b>	means information that the Commonwealth has agreed in writing to be confidential. For clarity, it does not include any information included in Contract Product.
<b>Supplier Personnel</b>	means the Supplier's officers, employees (including Specified Personnel), agents, volunteers, subcontractors or partners that carry out or are to carry out work or perform duties in connection with this Agreement.
<b>Supplier's Representative</b>	means the Supplier's representative named in Item H of Schedule 1, and any substitute notified to the Commonwealth from time to time.
<b>Total Work Order Price</b>	means the total amount payable by the Commonwealth under a Work Order, as specified or determined in accordance with that Work Order.
<b>Third Party Interest</b>	means any legal or equitable right, interest, power or remedy in favour of any person other than the Supplier or the Commonwealth in connection with this Agreement, including, without limitation, any right of possession, receivership, control or power of sale, and any mortgage, charge, security or other interest.
<b>WHS</b>	means Work Health and Safety.
<b>WHS Act</b>	means the <i>Work Health and Safety Act 2011</i> (Cth).

**Work Order** means an executed work order substantially in the form of Schedule 5, documenting the details of services to be provided to the Commonwealth under this Agreement which are additional to the Services described in Schedule 1

## 6.2. Interpretation

6.2.1 In this Agreement, unless the contrary intention appears:

- a. the singular includes the plural and vice versa, and a gender includes other genders;
- b. a reference to a clause, or paragraph is to a clause or paragraph of this Agreement;
- c. a reference to this Agreement includes any Schedule or attachment and includes such Schedule or attachment as amended or replaced from time to time by agreement in writing between the Parties;
- d. a reference to a Schedule or attachment is a reference to a Schedule or attachment to this Agreement and includes such Schedule or attachment as amended or replaced from time to time by agreement in writing between the Parties;
- e. a reference to "AUD", "dollar", "A\$" or "\$" is a reference to the monetary unit or currency of Australia; and
- f. a reference to time is to the time in the place where the relevant thing is being determined or must occur.

6.2.2. Clause headings are inserted for convenience only and, whilst not legally binding, may be used to assist in interpreting the meaning of this Agreement.

6.2.3. The use of the word "includes" or "including" in relation to a right or obligation of a Party, does not limit or restrict the scope of that right or obligation.

6.2.4. If there is any inconsistency between the terms of this Agreement and the Schedules, the terms of this Agreement take precedence.

6.2.5. If there is any inconsistency between any part of a Schedule and any attachment, then the terms of the Schedule takes precedence.

6.2.6. If there is any inconsistency between the terms of this Agreement, a Schedule or an attachment, then the terms of this Agreement, then the terms of the Schedule, (as applicable) takes precedence over the document listed later.

6.2.7. A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity.

6.2.8. A reference to a "Party" or to "Parties" is a reference to parties to this Agreement

6.2.9. A reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended or replaced from time to time.

- 6.2.10. A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time.
- 6.2.11. Another grammatical form of a defined word or expression has a corresponding meaning.
- 6.2.12. A rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it or because that Party is seeking to rely on the Agreement.
- 6.2.13. If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.
- 6.2.14. Any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally.
- 6.2.15. Any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.
- 6.2.16. Any reading down or severance of a particular provision does not affect the other provisions of this Agreement.
- 6.2.17. The expiration or earlier termination of this Agreement or reduction in scope of the Services shall not affect the continued operation of any provision relating to:
- a. Commonwealth Confidential Information and Supplier Confidential Information;
  - b. protection of Personal Information;
  - c. insurance;
  - d. disengagement;
  - e. ownership and licensing of Intellectual Property;
  - f. Moral Rights; and
  - g. any indemnity,

or any other provision which expressly or by implication from its nature is intended to survive the expiration or earlier termination of this Agreement or reduction in scope of the Services, together with any interpretational or definitional provision required to give effect to the provisions referred to above.

**Executed as an Agreement**

This Agreement is made on the 23 day of September 2022.

**EXECUTED** for and on behalf of the  
**COMMONWEALTH OF**  
**AUSTRALIA**, as represented by the  
**DEPARTMENT OF**  
**INFRASTRUCTURE, TRANSPORT,**  
**REGIONAL DEVELOPMENT,**  
**COMMUNICATIONS AND THE**  
**ARTS** ABN 86 267 354 017 by its  
duly authorised representative:

David Jansen

Name of representative

s22(1)(a)(ii)

Signature of representative

In the presence of:

s22(1)(a)(ii)

Name of witness

s22(1)(a)(ii)

Signature of witness

**EXECUTED** on behalf of **TO70**  
**AVIATION (AUSTRALIA) PTY LTD**  
**ABN 30 119 069 911 ACN 119 069**  
**911** in accordance with section 127 of  
the *Corporations Act 2001* (Cth) by its  
duly authorised officers:

s47F

Name of Director

s47F

Signature of Director

s47F

Name of Director/Company Secretary

s47F

Signature of Director/Company Secretary

**SCHEDULE 1 SUPPLIER OBLIGATIONS AND WORK TO BE PERFORMED****A. Services****(Clause 2.1)****A.1. Description of the Services**

A.1.1. The Commonwealth, as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts (**Commonwealth**), has conducted a two stage procurement process for the provision of an Environmental Assessment Package for the Airspace and Flight Path Design for Western Sydney International (Nancy-Bird Walton) Airport (**Airport**) in respect of which the Supplier was a successful tenderer.

A.1.2. The Airport is a significant infrastructure project and the first capital city airport development in Australia for several decades, which will bring a range of social and economic opportunities for the Western Sydney and Blue Mountains region.

**A.1.3. Summary of Requirements**

A.1.4. The Supplier has been engaged by the Commonwealth to develop and deliver an Environmental Assessment Package by providing the Services, including **Stream 3 - Online Interactive Flight Path and Aircraft Noise Communications Tool (Noise Tool)**.

A.1.5. The purpose of the Services will be to provide the Commonwealth with a comprehensive approach to develop and deliver the requisite environmental assessment services, during the next phase of the Airport's development.

A.1.6. The Commonwealth may also require the provision of activities and services that are yet to be fully defined (e.g. specialist ad hoc services). The Commonwealth will be entitled to engage the Supplier to provide these services through a 'work order' process to allow ad hoc, discrete pieces of work to be scoped, costed and agreed. Such services will be subject to the Work Order process under this Agreement.

**A.2. Particular standards for performance of the Services (clause 2.1.1.d)**

A.2.1 The Supplier must:

- a. participate in meetings, as reasonably required by the Commonwealth or as necessary for the proper performance of the project;
- b. ensure that conflict of interest declarations by the Supplier and its Personnel are kept current;
- c. refer any inquiries from media to the Commonwealth and otherwise comply with all reasonable directions from the Commonwealth in relation to media or public relations matters;
- d. ensure that, at any time Supplier Personnel are working with the Airport Lessee, they maintain a high level of independence from the Airport Lessee, and
- e. comply with and adhere to any access protocols and documents in relation to obtaining access to the Airport, which may include:

Australian Government Department of Infrastructure, Transport, Regional Development, Communications and the Arts

- i. reporting all visits to the Airport to the site manager and using best endeavours to provide the site manager with 24 hour notice of any site visit;
- ii. adhering to any and all reasonable instructions communicated by the site manager; and
- iii. participating in any site inductions or complying with site access protocols required by the Airport Lessee.

A.2.2. At the request of the Commonwealth, the Supplier must undertake work and/or attend meetings at the following locations:

- a. the Department of Infrastructure, Transport, Regional Development, Communications and the Arts' offices in Canberra;
- b. the Airport Lessee's offices in Liverpool, New South Wales;
- c. the Airport Site at Badgerys Creek in New South Wales; and
- d. any other location from time to time as required to provide the Services.

**A.3. Timetable for the supply of the Services (clause 2.1.1.a and 2.9.1)**

A.3.1. The table below provides an overview of the Services required by the Commonwealth, anticipated milestones and indicative completion dates for **Stream 3**.

Milestone Number as per Schedule Clause C.1.2.	Milestone/Service	Additional Details	Date
1	Acceptance of the Project Plan and detailed functional specifications by the Commonwealth	Detailed functional specifications and Project Plan	s47G(1)(a)
2	Delivery to the Commonwealth of three (3) updates in writing (in format to be agreed with Commonwealth) on the Supplier's development of the Noise Tool, on each of the Dates specified	Updating the Commonwealth on the Supplier's development of Noise Tool	
3	Acceptance of the Beta version of the Noise Tool by the Commonwealth	Completion of Beta version of the Noise Tool and delivery to the Commonwealth for approval and testing	
4a	Publication of the Noise Tool live (Flight path & Noise)	Noise tool is launched live in line with EAP public exhibition period	
4b	Publication of the Noise Tool live (Visualisation tool)	Noise tool (Visualisation Tool) is launched live in line with EAP public exhibition period	
5	Commencement of Flight Path and Noise Tool	On the Supplier's platform located in Melbourne	
N/A	Ongoing hosting of the Noise Tool following publication	The Supplier is required to host, manage, maintain	

Services Agreement for THE PROVISION OF AN ENVIRONMENTAL ASSESSMENT PACKAGE for the AIRSPACE AND FLIGHT PATH DESIGN FOR WESTERN SYDNEY INTERNATIONAL (NANCY-BIRD WALTON) AIRPORT

Australian Government Department of Infrastructure, Transport, Regional Development, Communications and the Arts

		<p>and update the Noise Tool including, without limitation, by:</p> <ul style="list-style-type: none"> <li>a. obtaining and maintaining any licences required;</li> <li>b. collecting general usage and search data necessary for the provision of reports to the Commonwealth as required under this Agreement;</li> <li>c. keeping a register of any changes that are made to the Noise Tool over time;</li> <li>d. appointing a project manager to liaise with the Commonwealth's Contract Manager and participating in meetings, as reasonably required by the Commonwealth or as necessary for the proper performance of the project;</li> <li>e. ensuring the Noise Tool is highly usable, scales automatically and functions correctly on all standard computer desktops, laptops, mobile phones and other mobile devices;</li> <li>f. hosting a website to link back to the Commonwealth's WSIA web page;</li> <li>g. ensuring the Noise Tool provides correctly operating systems and browsers that, when combined, reach 90% of active users;</li> <li>h. ensuring the Noise Tool has no downtime between 08.00 – 24.00 AEST, 7 days a week;</li> <li>i. ensuring any intentional downtime of the Noise Tool for deployment of patches/fixes is agreed by the Commonwealth prior to the downtime;</li> <li>j. ensuring the Noise Tool has an uptime (availability) of at least 99%;</li> </ul>	
--	--	--	--

Services Agreement for THE PROVISION OF AN ENVIRONMENTAL ASSESSMENT PACKAGE for the AIRSPACE AND FLIGHT PATH DESIGN FOR WESTERN SYDNEY INTERNATIONAL (NANCY-BIRD WALTON) AIRPORT



Australian Government Department of Infrastructure, Transport, Regional Development, Communications and the Arts

		<ul style="list-style-type: none"> <li>k. ensuring the Noise Tool caters for users with varying dextrous abilities by allowing users to efficiently navigate through maps (pan, zoom, focus, data entry, selection) using:             <ul style="list-style-type: none"> <li>i. a combination of a keyboard and a mouse;</li> <li>ii. a keyboard only;</li> <li>iii. a mouse only; or</li> <li>iv. touchscreen.</li> </ul> </li> <li>l. ensuring compatibility of the Noise Tool with industry leading screen reader software;</li> <li>m. ensuring other accessibility-enhanced features such as colour control, to support users with visual and other impairments in their use and understanding of the product.</li> <li>n. ensuring compliance with the <i>Privacy Act 1988</i> and the with the <i>Australian Privacy Principles</i>;</li> <li>o. hosting the Noise Tool in a secure environment (data has a classification level of UNCLASSIFIED) where back-end access to the data is restricted to authorised staff from the Supplier and the Commonwealth only, unless required by law or in accordance with this Agreement;</li> <li>p. ensuring all data collected by the Noise Tool will be required to be backed up and available for restoration in the event of loss/corruption of data, with a Recovery Point Objective of at the most, 24 hours; a</li> <li>q. ensuring system performance response times for the Noise Tool that meet or exceed industry-accepted response times for</li> </ul>	
--	--	---	--

Services Agreement for THE PROVISION OF AN ENVIRONMENTAL ASSESSMENT PACKAGE for the AIRSPACE AND FLIGHT PATH DESIGN FOR WESTERN SYDNEY INTERNATIONAL (NANCY-BIRD WALTON) AIRPORT

Australian Government Department of Infrastructure, Transport, Regional Development, Communications and the Arts

		<p>web pages and web applications over the Internet (under conventional conditions a user can expect an action triggering a server-side call to respond in less than 1 second); and</p> <p>r. ensuring satisfaction with Web Content Accessibility Guidelines 2.0 Level AA</p>	
--	--	--	--

A.4.

A.5. Deliverables and any requirements for those Deliverables (clause 2.5)

A.5.1. Stream 3

Deliverable	Requirement(s)
The Noise Tool	<p>The Supplier must develop a Noise Tool which will engage the relevant community in airspace discovery and exploration, articulating the flight path design for the Airport, and anticipated impacts in a visually rich, interactive and community focussed platform.</p> <p>a)</p>
	<p><i>General Requirements</i></p>
	<p>The Noise Tool must:</p> <ul style="list-style-type: none"> <li>a) be accessible from multiple platforms and devices;</li> <li>b) innovatively and accurately present the flight path dataset and aircraft noise modelling on geospatial data;</li> <li>c) be easy to navigate and provide an interactive experience for the user;</li> <li>d) enable users to select/search points of interest and obtain details of indicative flightpaths in proximity of that location to understand the potential aircraft noise impacts corresponding to those flightpaths; and</li> <li>e) be able to interface securely with the Commonwealth's IT systems for the purpose of data exchange.</li> </ul>

	<p><i>Functional Requirements</i></p> <p>The Noise Tool must be capable of accepting and working with all of the Commonwealth's Airport noise modelling and geospatial data.</p> <p>The Noise Tool must be capable of visually representing multiple layers of geospatial data conveying different information, including but not limited to:</p> <ol style="list-style-type: none"> <li>a) aeroplane flightpaths, including direction and altitude;</li> <li>b) noise pollution levels;</li> <li>c) options to include geographical/topography information, for example, names of streets, suburbs, building heights (if available), elevation, terrain etc.;</li> <li>d) options for users to apply one or more overlays such as noise contours, single or multiple flight paths, in/outbound aircraft procedures, runway modes etc.;</li> <li>e) filters for users (as used in other comparable tools) to adjust weather and operating conditions to understand the impacts of noise in a broad range of situations, for example, date, time, aircraft type, route, altitude, etc;</li> <li>f) a dashboard that sets out the 'result' and key information based on the options and filters the user has applied, for example, noise impact/decibels from the event, any abatement procedure that may be in place, height of aircraft or the point of closest approach to the property, etc; and</li> <li>g) other elements as determined by the Commonwealth or through stakeholder and community consultation.</li> </ol> <p>The Noise Tool must:</p> <ol style="list-style-type: none"> <li>a) be able to present geospatial data on a map, or range of different types of maps, which allow users to easily identify and understand the geographical location of points of interest and where they sit within the broader landscape;</li> <li>b) have functionality allowing users to easily search for and select a physical address and identify the</li> </ol>
--	---

	<p>location of that address on the map relative to the noise modelling and geospatial data, with such functionality without limitation to meet the following criteria:</p> <ul style="list-style-type: none"> <li>a. allows users to select an individual address at the street level.</li> <li>b. automatic, type-ahead searching of addresses to speed selection for the user.</li> <li>c. automatic address validation on data entry from the user.</li> <li>d. the dataset of street-level addresses that the user searches against, should always be the latest directory of Australian addresses available.</li> </ul> <ul style="list-style-type: none"> <li>c) present noise modelling and geospatial data pertinent to an address that has been selected by the user;</li> <li>d) make intuitive use of descriptive text, written in plain English, to assist users in understanding the noise modelling data and what it means;</li> <li>e) include other key language options and accessibility functionality (following consultation with and advice from a party or such other parties as nominated by the Commonwealth).</li> <li>f) use graphical and/or textual features to present the noise modelling and geospatial data in an elegant, intuitive way that ensures that all users, including users with no knowledge of aeroplane noise modelling, can simply and accurately understand the data,</li> <li>g) use help text, tool tips and/or other such user-aids to guide the user in using the tool, in a way that ensures that all users, including users with no experience of geospatial tools, can simply and accurately understand and use the product;</li> <li>h) display a Privacy Collection Notice (wording to be provided by the Commonwealth) to users on initial load of the product and ensure the user will not be able to use the tool until they close the Privacy Collection Notice;</li> <li>i) capture and store the postcodes of addresses that have been selected by users; for use in reports to the Commonwealth.</li> </ul>
--	--

Australian Government Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

	<p>j) only store the postcode value, on selection of an address by the user, and no other address details are to be stored (subject to k) and l) below).</p> <p>k) capture and store the Federal government electorates of addresses that have been selected by users; for use in reports to the Commonwealth;</p> <p>l) only store the electorate value, on selection of an address by the user, and no other address details are to be stored; and</p> <p>m) have built in capability to transition from indicative information to live or batch noise and track data once the airport becomes operational.</p> <p>n)</p>
<p><b>Web Usage Statistic Reports</b></p>	<p>The Reports will be required to include statistics including but not limited to:</p> <p>a) usage reports;</p> <p>b) unique visits;</p> <p>c) number of visits; and</p> <p>d) visit duration.</p> <p>Reports will be required to be provided at least fortnightly in format(s).</p> <p>On request of the Commonwealth, the Supplier must provide reports on an ad hoc manner at any time.</p> <p>Reports will be required to be available as both raw data and as formatted visualisations such as charts/maps.</p> <p>Reports will be required to only be available to specifically authorised Personnel.</p>

<p><b>Postcode Reports</b></p>	<p>Supply reports that detail the postcodes of addresses input by users into the noise tool. The report will be required to include statistics regarding postcodes including but not limited to:</p> <p>a) number of entries per postcode in a defined period of time;</p> <p>b) trends over a defined period of time showing increases/decreases in entries per postcode;</p> <p>c) the electorates of addresses input by users into the product. The report will include statistics regarding electorates including but not limited to:</p> <p>i. number of entries per electorate in a defined period of time; and</p> <p>ii. trends over a defined period of time showing increases/decreases in entries per electorate.</p> <p>Reports will be required to be provided at least fortnightly in format(s).</p> <p>On request of the Commonwealth, the Supplier must provide reports on an ad hoc manner at any time.</p> <p>Reports will be required to be available as both raw data and as formatted visualisations such as charts/maps.</p> <p>Reports will be required to only be available to specifically authorised Personnel.</p>
--------------------------------	---

**A.5.3. Deliverables for Stream 3**

The Deliverables under this Agreement may be varied, if agreed between the Parties in writing, in accordance with clause 5.3.

**A.6. Key Performance Indicators (KPIs) (clause 2.6)**

A.6.1. The key output for **Stream 3** is the development of a Noise Tool that is accessible for the public for use during and for a period after the formal consultation process (until final flight paths are implemented).

**B. Period for Services  
(Clauses 2.1.1.a and 6.1)**

B.1.1 The Period for Services commences on the Date of this Agreement and ends on 31 December 2027. The Commonwealth may, in its absolute discretion, extend the Period for Services by a period of up to two years, by giving notice to the Supplier at least 30 days prior to the expiry of the Initial Period.

**C. Form of Contract Product**  
(Clause 2.14.3)

- C.1.1. The Supplier must provide the Contract Product listed below in the form as described below:
  - a. The supplier must provide all Contract Product in electronic copy (in the form of Microsoft Office and Adobe Acrobat-readable electronic files) via email; and
  - b. Contract Product may be provided to the Commonwealth in another form as agreed by the Commonwealth in writing.
- C.1.2. All Contract Product is Confidential Information.

**D. Disengagement**  
(Clause 2.20)

- D.1.1. Prior to the termination or expiry of this agreement or reduction in scope of the Services, the Supplier must participate in a four-week handover period to facilitate the smooth transition of the Services to an alternative supplier or to the Commonwealth (**Transition Out Services**), with minimal disruption to the Commonwealth
- D.1.2. Transition Out Services may include, but shall not be limited to:
  - a. returning or, if requested by the Commonwealth, destroying documents or materials provided by the Commonwealth, owned by the Commonwealth or containing the Commonwealth's Confidential Information;
  - b. skills and knowledge transfer, including necessary training, from the Supplier to the Commonwealth or another Supplier;
  - c. provision of documents, information, procedures etc used in performing the Services;
  - d. co-operation with a new Supplier; and
  - e. finalisation of accounting required for final contract payments to be made.

**E. Specified Personnel**  
(Clause 2.8)

- E.1.1. The Supplier must ensure that the following components of the Services will be performed by the following Supplier Personnel:

Name	Role
s47F	s47F To70
	ABN 30 119 069 911 ACN 119 069 911 s47F To70
	ABN 30 119 069 911 ACN 119 069 911 s47F To70
	ABN 30 119 069 911 ACN 119 069 911 s47F To70

s47F	ABN 30 119 069 911 ACN 119 069 911
	s47F AerLabs
	s47F

**F. Invoicing****(Clause 2.10)****Information in invoices**

- F.1.1. Unless otherwise agreed by the Commonwealth in writing, the Supplier must ensure that invoices contain the following information:
- a. the invoice must refer to this Agreement;
  - b. the invoice must include the correct amount for payment under this Agreement and set out details enabling verification of the calculation of that amount (including the period covered by the invoice and any applicable fee cap);
  - c. where the invoice makes a claim for payment which is calculated with reference to hourly, daily, weekly or monthly rates, it must include details of the Specified Personnel who have performed the work, the hours each of them has worked, the hourly rates which have been applied, the nature of the work which has been performed, and must be consistent with the applicable time sheets of the Specified Personnel;
  - d. where the invoice makes a claim for a milestone payment, it must include details of the Specified Personnel who have performed the Services, the hours each of them has worked and the rates applicable to each of them;
  - e. where disbursements are included in an invoice, the supporting information evidencing the incurrence and payment of the disbursements by the Supplier must be provided;
  - f. where an invoice includes amounts from subcontractors' invoices, supporting information must be submitted which includes verification by the Supplier that the subcontracted services were completed and performed to a satisfactory standard and the invoice is correct;
  - g. invoices must include any other information reasonably requested by the Commonwealth from time to time;
  - h. a compliant tax invoice must be provided to the Commonwealth for any disbursements claim which relates to a "taxable supply" under GST Law; and
  - i. the invoice must be accompanied by any relevant acceptance certificate issued by the Commonwealth.



**F.2. Payment of invoices**

- F.2.1. Payment will be effected by electronic funds transfer (EFT) to the Supplier's Bank Account as follows:

<b>Supplier Bank Account</b>			
<b>Bank name and address:</b>	s47G(1)(a)		
<b>Account name:</b>	s47G(1)(a)	<b>Account type:</b>	s47G(1)(a)
<b>BSB:</b>		<b>Account number:</b>	

**G. Insurance  
(Clause 2.12)**

- G.1.1. The Supplier must maintain:
- public liability insurance for an amount of not less than \$10 million dollars per occurrence (with no aggregate limit) – for the Period for Services;
  - professional indemnity (or 'errors and omissions') insurance for an amount of not less than \$10 million dollars each claim and in the aggregate for all claims in any 12 month policy period – for the Period for Services plus 7 years; and
  - workers' compensation insurance as required by law – for the Period for Services.

**H. The Supplier's Representative and Address  
(Clauses 5.1 and 5.12)****H.1. The Supplier's Representative**

The Supplier's Representative is s47F

**H.2. The Supplier's Address**

The Supplier's Postal Address is:

s47G(1)(a) Melbourne, VIC, 3000

Attention: s47F

The Supplier's physical address is:

s47G(1)(a) Melbourne, VIC, 3000

Attention: s47F

The Supplier's contact details are:

Telephone: s47F

Electronic mail address: s47F@to70.com.au

**SCHEDULE 2 THE COMMONWEALTH'S OBLIGATIONS AND DETAILS****A. The Commonwealth's Address**

(Clauses 2.10.2.a and 5.12)

**A.1. Invoice address**

The Commonwealth's address for invoices is:

Attention: s22(1)(a)(ii)

The Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

By Email: s22(1)(a)(ii)@infrastructure.gov.au

By Mail: PO Box 2469, Canberra City ACT 2601

**A.2. Postal address for notices**

The Commonwealth's postal address for notices is:

The Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

GPO Box 594, Canberra City ACT 2601

Attention: Assistant Secretary, Western Sydney Airport and Regulatory Policy  
Branch**A.3. Physical address**

The Commonwealth's physical address is:

The Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

s22(1)(a)(ii) 111 Alinga Street, Canberra City ACT 2601

Attention: Contract Manager, Western Sydney Airport Regulatory and Policy  
Branch**A.4. Contact details**

The Commonwealth's contact details are:

Telephone: 02 6274 s22(1)(a)(ii)

Electronic mail address: s22(1)(a)(ii)@infrastructure.gov.au

**B. Contract Manager**

(Clause 5.1)

B.1.1. The Contract Manager will be a person holding, occupying or performing duties as a Senior Procurement Officer within the Regulatory & Policy Advice Section and any other person designated in writing by that person.

B.1.2. At the time of entering into this Agreement the Contract Manager is s22(1)(a)(ii) Senior Procurement Officer, Regulatory & Policy Advice Section.

Australian Government Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

**C. Fees**

**(Clause 3.1)**

- C.1.1. The maximum Fees payable by the Commonwealth for the Services under this Agreement is the amount set out below and the sum of Total Work Order Prices for all Work Orders:

<b>Maximum Fees payable (exclusive of GST)</b>	\$679,908.00
<b>Maximum GST payable (if applicable)</b>	\$67,990.80
<b>Maximum Fees payable (inclusive of GST)</b>	\$747,898.80

- C.1.2. Subject to this Agreement, the Fees are payable in the following instalments, subject to completion of the related Milestone:

Stream 3		
Milestone Number	Milestone	Instalment payable (excluding GST)
1	Acceptance of the Project Plan and detailed functional specifications by the Commonwealth	s47G(1)(a)
2	Delivery to the Commonwealth of three (3) updates in writing [in format to be agreed with Commonwealth] on the Supplier's development of the Noise Tool, on each of the Dates specified	
3	Acceptance of the Beta version of the Noise Tool by the Commonwealth	
4a	Publication of Noise Tool live (Flight path & Noise)	
4b	Publication of Noise Tool live (Visualisation)	
5	Commencement of Flight Path and Noise Tool.	

- C.1.3. Subject to this Agreement, any Fees payable on a rates (rather than Milestone) basis, or used to determine Total Work Order Prices, will be calculated according to the rate(s) set out in the table below for work performed by the Supplier in accordance with this Agreement:

Level / Personnel	Daily Rates (excluding GST)
Senior Aviation Consultant	s47G(1)(a)
Aviation Consultant	
Lead Software Developer	

- C.1.4. For clarity:
- the Supplier is not entitled to claim for any amount of Fees in excess of the maximum Fee payable (as specified above); and
  - if the maximum amount of Fees (as specified above) is reached or exceeded based on calculation of the rates in this item, the Supplier must complete the Services according to this Agreement.

**D. Allowances**  
(Clause 3.1)

- D.1.1 Nil.

**E. Expenses**  
(Clause 3.1)

- E.1.1 The Commonwealth will only be liable to reimburse the Supplier for travel, accommodation and associated expenses reasonably incurred by the Supplier in the performance of the Services, and only if:
- the Commonwealth has approved in writing such travel and accommodation in advance; and
  - any Expenses claimed do not exceed the rate/s for such expenses as determined by the Commonwealth.

**F. Commonwealth Material**  
(Clause 3.3)

**F.1. Commonwealth Material to be provided to the Supplier**

- F.1.1. Plan for Aviation Airspace Management  
F.1.2. Preliminary Social Impact assessment

**F.2. Restrictions on use of Commonwealth Material**

- F.2.1 The Supplier must use Commonwealth Material only for the purposes of delivering the Services.

**G. Assistance and Facilities**  
**(Clause 3.4)**

The Commonwealth will provide the Supplier with assistance, and make facilities available, as set out in Item G of Schedule 2.

**SCHEDULE 3 PROTECTIVE SECURITY REQUIREMENTS**

Although the Protective Security Policy Framework is not legally prescribed, it is a policy of the Australian Government and the following legislation mandates its applicability to the Commonwealth:

*Public Governance, Performance and Accountability Act 2013 (Cth);*

- *Crimes Act 1914 (Cth);*
- *Criminal Code Act 1995 (Cth);*
- *Public Service Act 1999 (Cth);*
- *Freedom of Information Act 1982 (Cth);*
- *Privacy Act 1988 (Cth);*
- *Work Health and Safety Act 2011 (Cth);*
- Risk Management AS/NZS ISO 31000:2009 and Australian Standards HB 167:2006
- Australian Government Information Security Manual - Guidance for agencies and Service Providers for managing the risks arising from greater sharing and exchange of information - see <http://www.asd.gov.au/> for further information.
- The Australian Government Investigation Standards - for reporting and investigating security incidents and taking corrective action.

**A. General Security**

- A.1.1. The Supplier must follow all reasonable instructions with regard to Security as directed by the Commonwealth.
- A.1.2. All specified personnel involved in the provision of the Services will be required to provide a signed Conflict of Interest Declaration. Conflict of Interest Declarations must be updated as required and if Conflicts arise, these must be reported immediately to the Commonwealth. Specified Personnel may also be required to participate in a Probity Briefing, upon commencement of the Services, at the discretion of the Commonwealth.
- A.1.3. The Supplier will be required to provide a signed Confidentiality Declaration for all Specified Personnel involved in the provision of the Services.

**A.2. Access Passes**

- A.2.1. Whilst on the Commonwealth's premises, Supplier Personnel must clearly display on their person, their Visitor Access Pass at all times. Sharing of access passes is strictly prohibited.
- A.2.2. If a Supplier Personnel loses or misplaces their Visitor Access Pass, they must immediately report it after discovery to the security desk located at 111 Alinga Street or call (02) 6274 ~~s22(1)~~ or ~~s22(1)~~ ~~( )1~~ or ~~( )1~~.

**B. Physical Security**

- B.1.1. If the work is to be undertaken by the Supplier at non-departmental premises, the Supplier must permit the Commonwealth to undertake a security risk assessment of the premises, if considered necessary by the Commonwealth's Security Adviser

Services Agreement for THE PROVISION OF AN ENVIRONMENTAL ASSESSMENT PACKAGE for the AIRSPACE AND FLIGHT PATH DESIGN FOR WESTERN SYDNEY INTERNATIONAL (NANCY-BIRD WALTON) AIRPORT

Page 59

- B.1.2. If the work is to be undertaken by the Supplier at non-departmental premises, all materials must be stored in accordance with the Protective Security Policy Framework (PSPF) (found at <https://www.protectivesecurity.gov.au/>).
- B.1.3. To ensure appropriate security measures are being maintained, the Commonwealth Security Advisor may undertake random audits from time to time to ensure ongoing compliance at the Supplier's premises.
- B.1.4. If the work is to be undertaken at the Commonwealth's premises, Supplier Personnel must actively and consciously protect and secure departmental assets and information, as per the PSPF.

### **C. Information Security**

- C.1.1. Access rights to Commonwealth information must be to a level commensurate with the security clearance level required by the Commonwealth's Security Classifications.
- C.1.2. All Commonwealth information and related resources including unclassified information is Official Information and must be handled with due care and discretion.
- C.1.3. The Supplier must observe the 'Need to Know' principle concerning all Commonwealth Information. The principle requires that ONLY people who have a 'genuine need to know' to fulfil their official duties or contractual responsibilities, and have the appropriate security clearance, training and have been authorised by the Commonwealth are to be provided with access.
- C.1.4. The Supplier will be responsible for the safe custody of Commonwealth information and assets when they in the Supplier's custody, this applies to any information generated, held, received or controlled, irrespective of the type or information or the medium in which it is held. When in the Supplier's custody, the Supplier must ensure that all Commonwealth Information is protected from unauthorised access

### **D. Information and Communication Technology**

- D.1.1. If the Supplier requires access to specific Commonwealth premises, systems or information to perform the Services, the Supplier must comply with and meet all obligations of which it is notified in order to be given such access.

### **E. Security Reports**

- E.1.1. The Supplier must report immediately to the Commonwealth any events, major or minor incidents whether suspected or real, that have or may compromise Official Information, Official Resources and the Commonwealth's premises in the course of performing the Services. These include:
- a. accidental or intentional disclosure of Official information;
  - b. inadvertently discovering Security Classified Information and/or assets;
  - c. actual or suspected break in to where Official information and/or Official Resources are being held;
  - d. theft of Official Information and/or Official Resources;

Australian Government Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

- e. inappropriate use of Official information and/or Official Resources; and
- f. misuse of building access cards.



**SCHEDULE 4 CONFIDENTIAL INFORMATION OF THE SUPPLIER**

## The Supplier's Confidential Information

**A.1. Agreement Provisions/Schedules/Attachments**

Item	Period of Confidentiality
Nil	N/A

**A.2. Agreement related material**

Item	Period of Confidentiality
All Contract Product	10 years unless the information is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation.
All Commonwealth Material	As above.

**SCHEDULE 5 TEMPLATE WORK ORDER**

Work Order No. [insert] (Purchase Order No. [insert]) For the _____ of An Environmental Assessment Package for The Airspace and Flight Path Design for Western Sydney International (Nancy-Bird Walton) Airport	
The Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts  ABN 86 267 354 017, 111 <b>(Commonwealth)</b>	To70 Aviation (Australia) Pty Ltd ACN 119 069 911 ABN 30 119 069 911  <b>(Supplier)</b>
This is a <b>Work Order</b> for the purposes of the Services Agreement for the Provision Of An Environmental Assessment Package For The Airspace And Flight Path Design For Western Sydney International (Nancy-Bird Walton) Airport dated [date] between the Commonwealth and the Supplier (Contract number [insert]) (the <b>Agreement</b> ). This Work Order is subject to and must be read in accordance with the terms of the Agreement and does not contain any legal terms.	

**1. General**

**Purpose** [Insert description of purpose of the Work Order]

**2. Definitions**

- (a) Terms defined in the Agreement have the same meaning in this Work Order unless specified otherwise. Rules of interpretation applying to the Agreement also apply to this Work Order unless specified otherwise. In addition, in this Work Order, the following terms have the following meanings:

**[Term]** means [insert definition]

**3. Services and Deliverables**

**3.1 Service description and Fees**

- (b) [Insert details of Services and any Deliverables, including applicable specifications. If required, include attachments setting out the detail of specifications.]

#	Service / Deliverable type	Description	Applicable fee (excl. GST)
---	----------------------------	-------------	----------------------------

(a)	[Insert Service / Deliverable to be provided]	[Insert description / detail of Service / Deliverable]	\$(Insert)
-----	---	--	------------

### 3.2 Service schedule

#	Milestone	Milestone Date
(a)	[Insert Milestone]	[Insert description / detail of Service / Deliverable]

### 3.1 Subcontractors

Subcontractor	Services to be performed
[Insert]	[Insert]

### 4. Performance Standards

[Insert details, otherwise state 'Not applicable']

### 5. Confidential Information

Commonwealth Confidential Information

[Insert details, otherwise state 'Not applicable']

Supplier Confidential Information

[Insert details, otherwise state 'Not applicable']

### 6. Specified Personnel

The Supplier must ensure that the following components of the Services will be performed by the following Supplier Personnel:

a. [insert details for each Specified Personnel]

### 7. Commonwealth Material

#### 7.1 Commonwealth Material to be provided to the Supplier

[Insert details, otherwise state 'Not applicable']

#### 7.2 Restrictions on use of Commonwealth Material

[Insert details, otherwise state 'Not applicable']

**8. Assistance and Facilities**

[Insert details, otherwise state 'Not applicable']

---

Services Agreement for THE PROVISION OF AN ENVIRONMENTAL ASSESSMENT PACKAGE for the  
AIRSPACE AND FLIGHT PATH DESIGN FOR WESTERN SYDNEY INTERNATIONAL (NANCY-BIRD  
WALTON) AIRPORT

Page 65

---

[8590552: 29903292\_2]

Australian Government Department of Infrastructure, Transport, Regional Development, Communications and the Arts

This Work Order is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**EXECUTED** for and on behalf of the  
**COMMONWEALTH OF AUSTRALIA**, as represented by the  
**DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT AND COMMUNICATIONS** ABN 86 267 354 017 by its duly authorised representative:

\_\_\_\_\_  
Name of representative *Signature of representative*

In the presence of:

\_\_\_\_\_  
Name of witness *Signature of witness*

**EXECUTED** on behalf of **To70 Aviation (Australia) Pty Ltd** ABN 30 119 069 911 ACN 119 069 911 in accordance with section 127 of the *Corporations Act 2001* (Cth) by its duly authorised officers:

\_\_\_\_\_  
Signature of Director *Signature of Director/Company Secretary*

\_\_\_\_\_  
Name of Director *Name of Director/Company Secretary*

Services Agreement for THE PROVISION OF AN ENVIRONMENTAL ASSESSMENT PACKAGE for the AIRSPACE AND FLIGHT PATH DESIGN FOR WESTERN SYDNEY INTERNATIONAL (NANCY-BIRD WALTON) AIRPORT Page 66

[8590552; 29993292\_2]

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

Australian Government Department of Infrastructure, Transport, Regional Development,  
Communications and the Arts

---

Services Agreement for THE PROVISION OF AN ENVIRONMENTAL ASSESSMENT PACKAGE for the  
AIRSPACE AND FLIGHT PATH DESIGN FOR WESTERN SYDNEY INTERNATIONAL (NANCY-BIRD  
WALTON) AIRPORT

Page 67

---

[8590552: 29993292\_2]

*Released under the Freedom of Information Act 1982 by the Department of  
Infrastructure, Transport, Regional Development, Communications and the Arts*

**From:** s47F @airbiz.aero>  
**Sent:** Wednesday, 1 March 2023 9:29 AM  
**To:** s47F; s47F; s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s47F  
**Cc:** s47G(1)(a); s22(1)(a)(ii); s22(1)(a)(ii); s47F; s47F; s47F; WSAprocurement  
**Subject:** RE: WSI noise data update

Thanks s47F

I will look into it s22(1)(a)(ii)

Let me know if there is anything else you want to validate.

Kind regards,

s47F

---

**From:** s47F  
**Sent:** Tuesday, February 28, 2023 5:27 PM  
**To:** s47F; s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s47F  
**Cc:** s47F; s47G(1)(a); s22(1)(a)(ii); s22(1)(a)(ii); s47F; s47F; s47F; s47F; WSAprocurement  
**Subject:** RE: WSI noise data update

OFFICIAL:Sensitive

Hi s47F,

We have loaded the shapefiles into the Noise Tool and it looks like the N70 contours for PAL1 & PAL2 are the same.  
 Can the team please confirm whether this should be the case.

Regards, s47F



s47F

To70 Aviation (Australia) Pty Ltd

Phone: s47F

Email: s47F @to70.com.au

Address: s47G(1)(a) Melbourne, VIC 3000



**From:** s47F @wsp.com>

**Sent:** Sunday, 26 February 2023 10:20 AM

**To:** s47F @to70.com.au>; s22(1)(a)(ii) @infrastructure.gov.au>; s22(1)(a)(ii) @infrastructure.gov.au>; s22(1)(a)(ii) @infrastructure.gov.au>; s22(1)(a)(ii) @infrastructure.gov.au>; s22(1)(a)(ii) @infrastructure.gov.au>

**Cc:** s47F @infrastructure.gov.au>; s47F @wsp.com>; s47G(1)(a) @wsp.com>; s22(1)(a)(ii) @infrastructure.gov.au>; s22(1)(a)(ii) @infrastructure.gov.au>; s47F @airbiz.aero>; s47F @wsp.com>; s47F @airbiz.aero>; s47F @airbiz.aero>; WSAprocurement <WSAprocurement@infrastructure.gov.au>

**Subject:** RE: WSI noise data update

OFFICIAL:Sensitive

Hi all

A quick update on the noise contour SHP files package that Airbiz is sending through as per our meeting last week – the team found a duplicate in the package, so we are confirming the set is complete and hope to send through tomorrow (Monday).

Kind regards

s47F

OFFICIAL:Sensitive

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts





s47F

T: s47F  
M: s47F  
s47F

[@wsp.com](mailto:s47F@wsp.com)

WSP Australia Pty Limited  
s47G(1)(a)

, VIC, 3006

Australia

[wsp.com/au](http://wsp.com/au)

*WSP acknowledges that every project we work on takes place on First Peoples lands. We recognise Aboriginal and Torres Strait Islander Peoples as the first scientists and engineers and pay our respects to Elders past and present.*

-----Original Appointment-----

**From:** s47F  
**Sent:** Wednesday, 22 February 2023 10:01 AM  
**To:** s47F; s47F; @airbiz.aero; s47F; @to70.com.au; s47F; s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii)  
**Cc:** s47F; s47G(1)(a); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s47F  
**Subject:** WSI noise data update  
**When:** Wednesday, 22 February 2023 3:00 PM-3:30 PM (UTC+10:00) Canberra, Melbourne, Sydney.  
**Where:** Microsoft Teams Meeting

Hi s47F and s47F

Thank you for sending the AEDT files through last week – the To70 team has tried to run the model to produce contours but thinks there may be some files missing.

Could we please have a quick chat about what they need (file specifics)?

They have also requested the shape files for the noise contours – let us know if we have those available to send (yet) or could we nominate an ETA?

If this timing is too late for you s47F @airbiz.aero we are happy to reschedule.

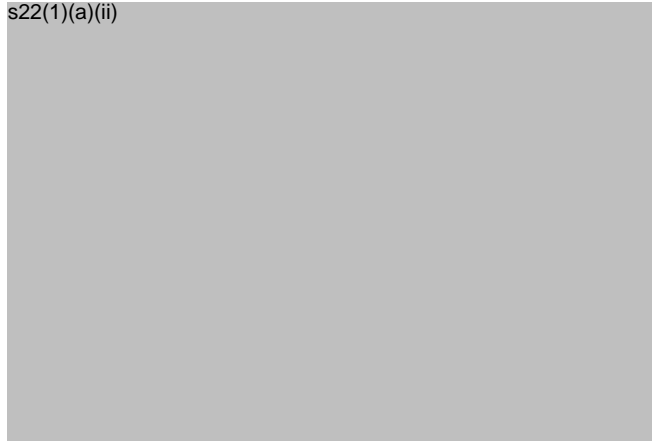
Kind regards

s47F

---

Microsoft Teams meeting

s22(1)(a)(ii)



[Learn More](#) | [Meeting options](#)

---

---

NOTICE: This communication and any attachments ("this message") may contain information which is privileged, confidential, proprietary or otherwise subject to restricted disclosure under applicable law. This message is for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on, this message is strictly prohibited. If you have received this message in error, or you are not an authorized or intended recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

-LAEmHhHzdJzBITWfa4Hgs7pbKl

**From:** [redacted]@airbiz.aero>  
**Sent:** Thursday, 9 March 2023, 2:13 PM  
**To:** [redacted]; [redacted]; [redacted]  
**Cc:** [redacted]; [redacted]; WSAProcurement; [redacted]; [redacted]; [redacted]; [redacted]  
**Subject:** RE: Noise Contours - ANEC

Good Afternoon [redacted],

We are aware that the ANEC 15 contours are truncated but we only included them down to that level to understand and validate the contour "trends" beyond the standard ANEC 20 Level. Our understanding is that the ANEC 15 levels would not be included in the EIS or any published information.

Our recommendation would be the same as yours, to filter or remove the ANEC 15 contours out of the materials that go into the noise tool.

Please feel free to reach out if you have any further questions about these contours.

Thank you,

[redacted]



T [redacted]  
 E [redacted]@airbiz.aero W www.airbiz.aero

AUSTRALIA | NEW ZEALAND | CANADA | UNITED STATES | UNITED KINGDOM | FRANCE

---

**From:** [redacted]  
**Sent:** Thursday, March 9, 2023 1:28 PM  
**To:** [redacted]; [redacted]; [redacted]  
**Cc:** [redacted]; [redacted]; WSAProcurement; [redacted]; [redacted]; [redacted]; [redacted]  
**Subject:** Noise Contours - ANEC

OFFICIAL SENSITIVE

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

Hi Everyone,

We are loading the noise contours into the WSI noise tool and just want a quick clarification.

Below is the ANEC PAL1 Composite contour. As you can see the outer most contour line is clipped at its eastern and western edges. This is probably due to the grid size used in the modelling process.

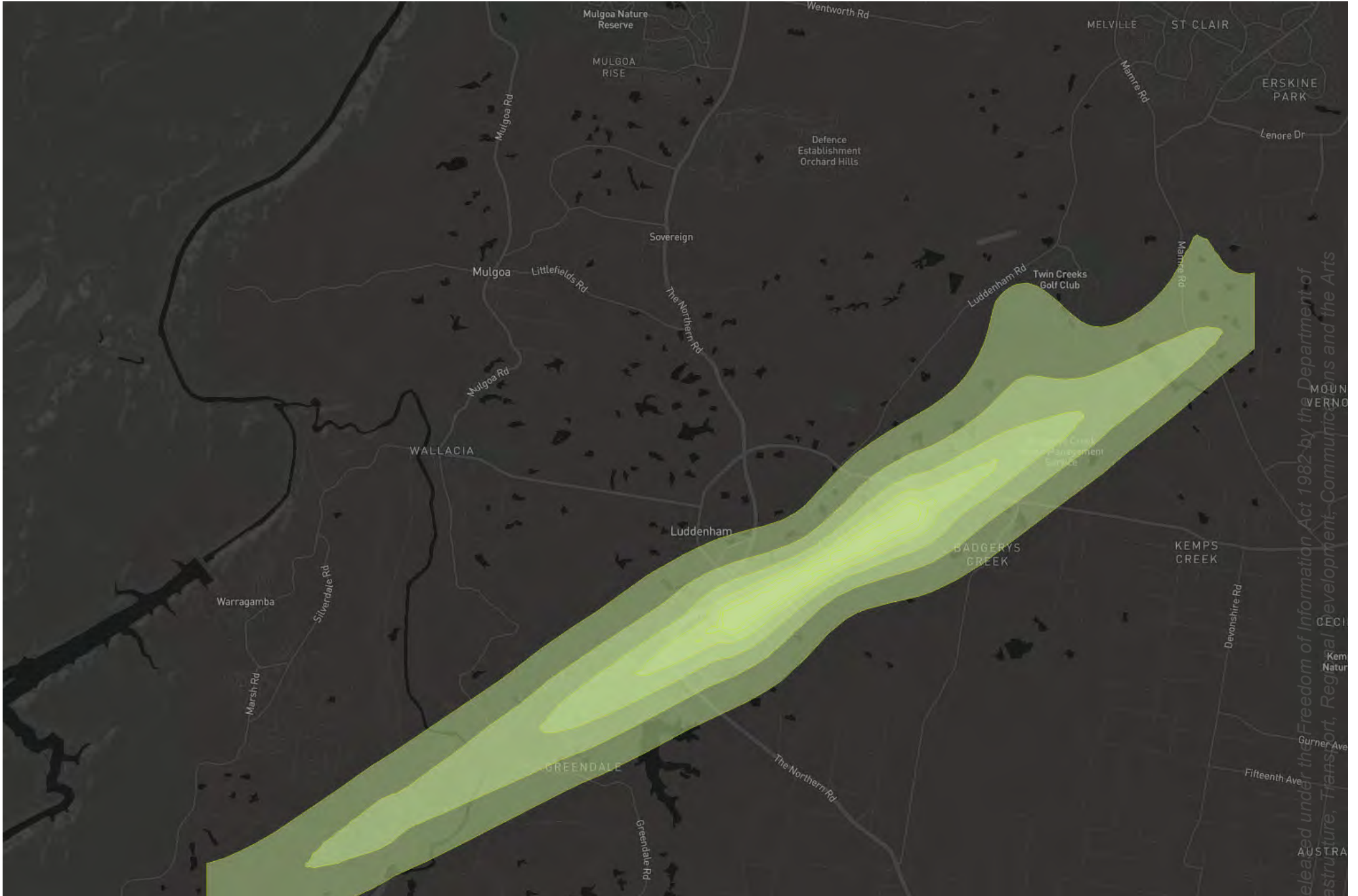
However, the truncated contour is the ANEC 15, which is not usually referenced in charts or reports in Australia as shown in the image from the Melbourne Noise Tool below and the attached ANEF chart for Sydney.

Is the EIS planning to include the ANEF 15 contour line in reports? If not, we will remove it from the noise tool display.

Happy to discuss.

Regards, s47F

**WSI ANEC PAL1 Composite**



Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

MEL Noise Tool ANEC





s47F [Redacted]

To70 Aviation (Australia) Pty Ltd

Phone: s47F [Redacted]

Email: s47F [Redacted] @to70.com.au

Address: s47G(1)(a) [Redacted] Melbourne, VIC 3000

*Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts*



**From:** s22(1)(a)(ii)  
**Sent:** Thursday, 9 March 2023 3:14 PM  
**To:** s47F; s47F; s47F; s47F  
**Cc:** s47F; s47F; s47F; s22(1)(a)(ii); s47G(1)(a); s47F; s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s47F; WSAprocurement; s22(1)(a)(ii); s47G(1)(a); s47F; s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s47F  
**Subject:** RE: Noise Contours - ANEC [SEC=OFFICIAL:Sensitive]  
**Categories:** s22(1)(a)(ii)

OFFICIAL:Sensitive

Hi s47F

Further to s47F email, there won't be ANEC 15 contours in the EIS. We keep that metric in our modelling and electronic files to observe how contours are stretching beyond the ANEC 20 contours as they are much more compact than the N60 and N70 contours.

Kind regards

s22(1)(a)(ii)  
 Director - Stakeholder Engagement and Regulatory  
 Western Sydney Airport Regulatory Policy Branch  
 s22(1)(a)(ii) @infrastructure.gov.au  
 P +61 2 6274 s22(1)(a)(ii) M s22(1)(a)(ii)  
 GPO Box 594 Canberra, ACT 2601  
 Department of Infrastructure, Transport, Regional Development, Communications and the Arts

OFFICIAL:Sensitive

**From:** s47F  
**Sent:** Thursday, 9 March 2023 2:13 PM  
**To:** s47F; s47F; s47F

Cc: s47F ; s47F ; WSAprcurement ; s22(1)(a) ; s22(1)(a)(ii) ; s47G(1)(a) ; s47F  
Subject: RE: Noise Contours - ANEC

Good Afternoon s47F

We are aware that the ANEC 15 contours are truncated but we only included them down to that level to understand and validate the contour "trends" beyond the standard ANEC 20 Level. Our understanding is that the ANEC 15 levels would not be included in the EIS or any published information.

Our recommendation would be the same as yours, to filter or remove the ANEC 15 contours out of the materials that go into the noise tool.

Please feel free to reach out if you have any further questions about these contours.

Thank you,

s47F



T s47F  
E s47F @airbiz.aero W www.airbiz.aero

AUSTRALIA | NEW ZEALAND | CANADA | UNITED STATES | UNITED KINGDOM | FRANCE

---

From: s47F @to70.com.au>  
Sent: Thursday, March 9, 2023 1:28 PM  
To: s47F @wsp.com>; s47F @airbiz.aero>; s47F @airbiz.aero>  
Cc: s47F @wsp.com>; s47F @airbiz.aero>; WSAprcurement <WSAprcurement@infrastructure.gov.au>; s22(1)(a)(ii) @infrastructure.gov.au>; s22(1)(a)(ii) @infrastructure.gov.au>; s47G(1)(a) @wsp.com>; s47F @to70.com.au>  
Subject: Noise Contours - ANEC

OFFICIAL SENSITIVE

Hi Everyone,

We are loading the noise contours into the WSI noise tool and just want a quick clarification.

Below is the ANEC PAL1 Composite contour. As you can see the outer most contour line is clipped at its eastern and western edges. This is probably due to the grid size used in the modelling process.

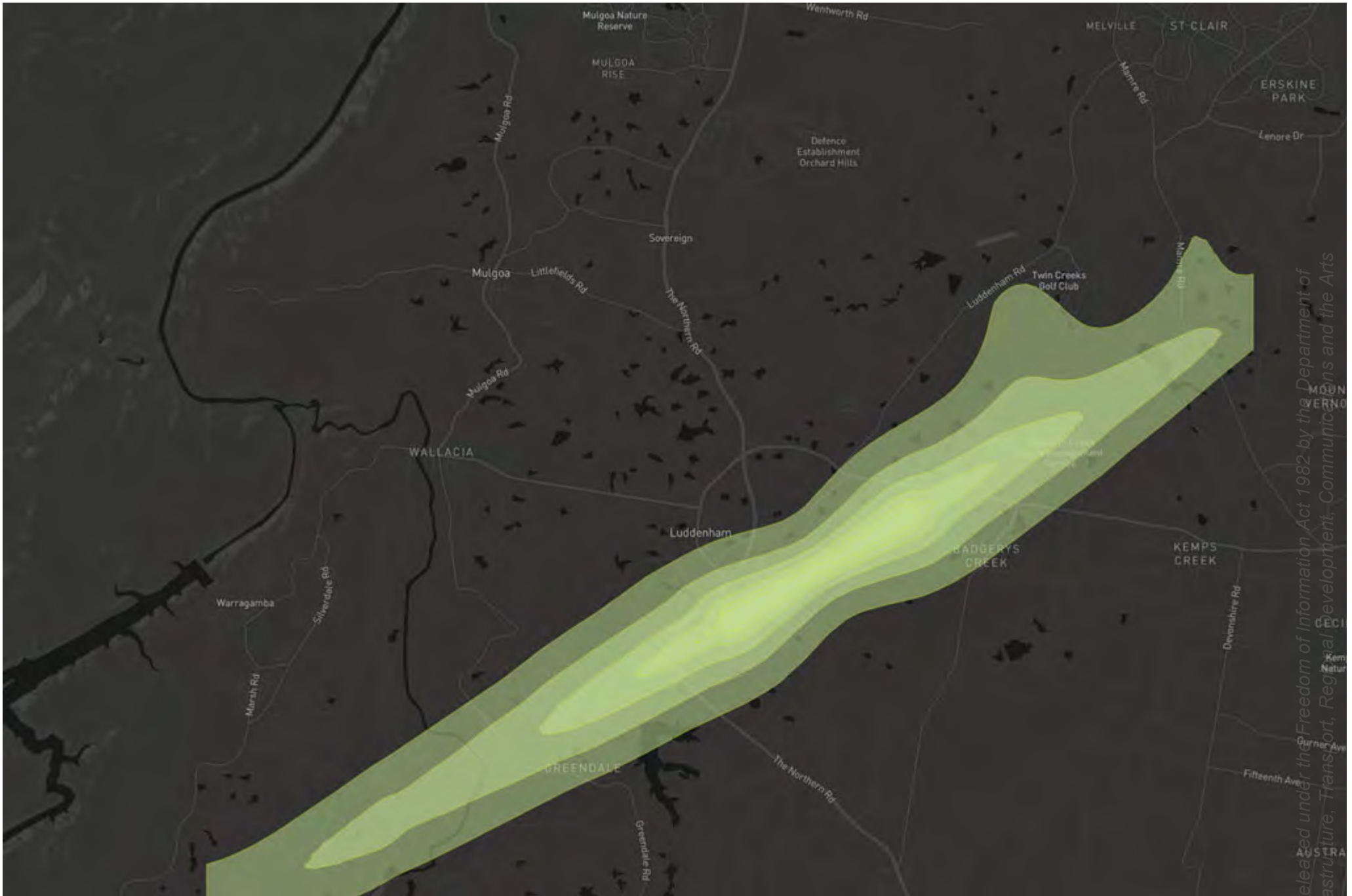
However, the truncated contour is the ANEC 15, which is not usually referenced in charts or reports in Australia as shown in the image from the Melbourne Noise Tool below and the attached ANEF chart for Sydney.

Is the EIS planning to include the ANEF 15 contour line in reports? If not, we will remove it from the noise tool display.

Happy to discuss.

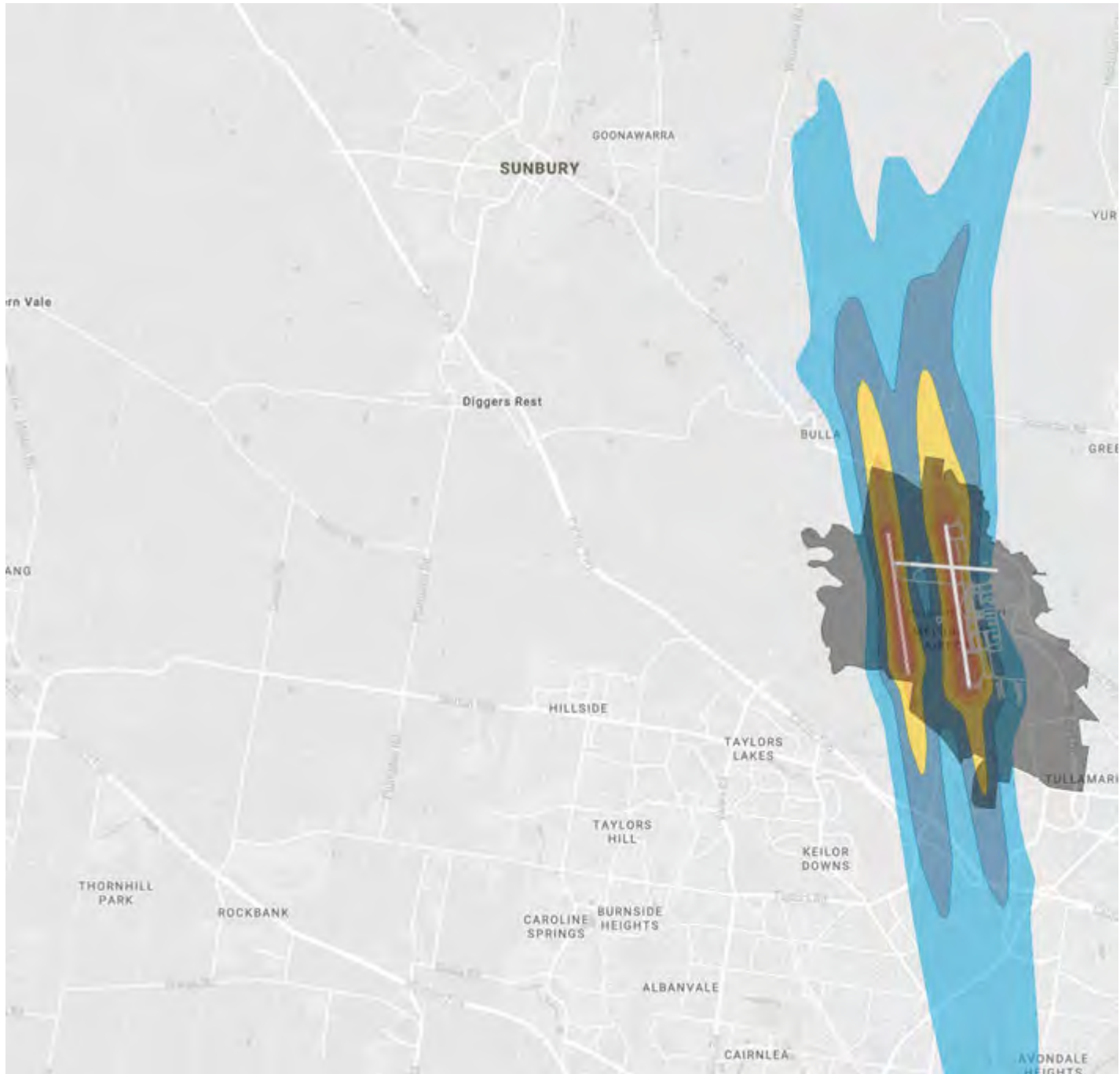
Regards, s47F

**WSI ANEC PAL1 Composite**



Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

MEL Noise Tool ANEC





s47F [Redacted]

To70 Aviation (Australia) Pty Ltd

Phone: s47F [Redacted]

Email: s47F [Redacted]@to70.com.au

Address: s47G(1)(a) [Redacted] Melbourne, VIC 3000

**From:** s22(1)(a)(ii)  
**Sent:** Thursday, 9 March 2023, 4:14 PM  
**To:** s47F; s47F; s47F; s47F  
**Cc:** s47F; s47F; WSAProcurement; s22(1)(a)(ii); s22(1)(a)(ii); s47G(1)(a); s47F; s22(1)(a)(ii)  
**Subject:** RE: Noise Contours - ANEC [SEC=OFFICIAL]

OFFICIAL

Hi All

As with any part of the program, can you please ensure myself and s22(1)(a)(ii) as the program managers are included on email chains. Easy to forget but critical as everything becomes more interlaced as we approach release.

Thanks

s22(1)(a)(ii)  
s22(1)(a)(ii)

Director • Policy, Program, and First Nations • Western Sydney Airport Regulatory Policy Branch  
International Aviation, Technology and Services Division  
s22(1)(a)(ii) @infrastructure.gov.au  
P +61 2 6274 s22(1)(a)(ii) M s22(1)(a)(ii)  
GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts  
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

[infrastructure.gov.au](http://infrastructure.gov.au)



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
I recognise and respect their continuing connection to the land, waters and communities.  
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

OFFICIAL



**From:** s47F  
**Sent:** Thursday, 9 March 2023 2:13 PM  
**To:** s47F ; s47F ; s47F  
**Cc:** s47F ; s47F ; WSAProcurement ; s22(1)(a) ; s22(1)(a)(ii) ; s47G(1)(a) ; s47F  
**Subject:** RE: Noise Contours - ANEC

Good Afternoon s47F,

We are aware that the ANEC 15 contours are truncated but we only included them down to that level to understand and validate the contour "trends" beyond the standard ANEC 20 Level. Our understanding is that the ANEC 15 levels would not be included in the EIS or any published information.

Our recommendation would be the same as yours, to filter or remove the ANEC 15 contours out of the materials that go into the noise tool.

Please feel free to reach out if you have any further questions about these contours.

Thank you,

s47F



T s47F  
E s47F [@airbiz.aero](mailto:airbiz@aero) W [www.airbiz.aero](http://www.airbiz.aero)  
AUSTRALIA | NEW ZEALAND | CANADA | UNITED STATES | UNITED KINGDOM | FRANCE

**From:** s47F <[s47F@to70.com.au](mailto:s47F@to70.com.au)>  
**Sent:** Thursday, March 9, 2023 1:28 PM  
**To:** s47F <[s47F@wsp.com](mailto:s47F@wsp.com)>; s47F <[s47F@airbiz.aero](mailto:s47F@airbiz.aero)>; s47F <[s47F@airbiz.aero](mailto:s47F@airbiz.aero)>  
**Cc:** s47F <[s47F@wsp.com](mailto:s47F@wsp.com)>; s47F <[s47F@airbiz.aero](mailto:s47F@airbiz.aero)>; WSAProcurement <[WSAProcurement@infrastructure.gov.au](mailto:WSAProcurement@infrastructure.gov.au)>; s22(1)(a)(ii) <[s22\(1\)\(a\)\(ii\)@infrastructure.gov.au](mailto:s22(1)(a)(ii)@infrastructure.gov.au)>; s47G(1)(a) <[s47G\(1\)\(a\)@infrastructure.gov.au](mailto:s47G(1)(a)@infrastructure.gov.au)>; s47F <[s47F@wsp.com](mailto:s47F@wsp.com)>; s47F <[s47F@to70.com.au](mailto:s47F@to70.com.au)>  
**Subject:** Noise Contours - ANEC

OFFICIAL SENSITIVE

Hi Everyone,

We are loading the noise contours into the WSI noise tool and just want a quick clarification.

Below is the ANEC PAL1 Composite contour. As you can see the outer most contour line is clipped at its eastern and western edges. This is probably due to the grid size used in the modelling process.

However, the truncated contour is the ANEC 15, which is not usually referenced in charts or reports in Australia as shown in the image from the Melbourne Noise Tool below and the attached ANEF chart for Sydney.

Is the EIS planning to include the ANEF 15 contour line in reports? If not, we will remove it from the noise tool display.

Happy to discuss.

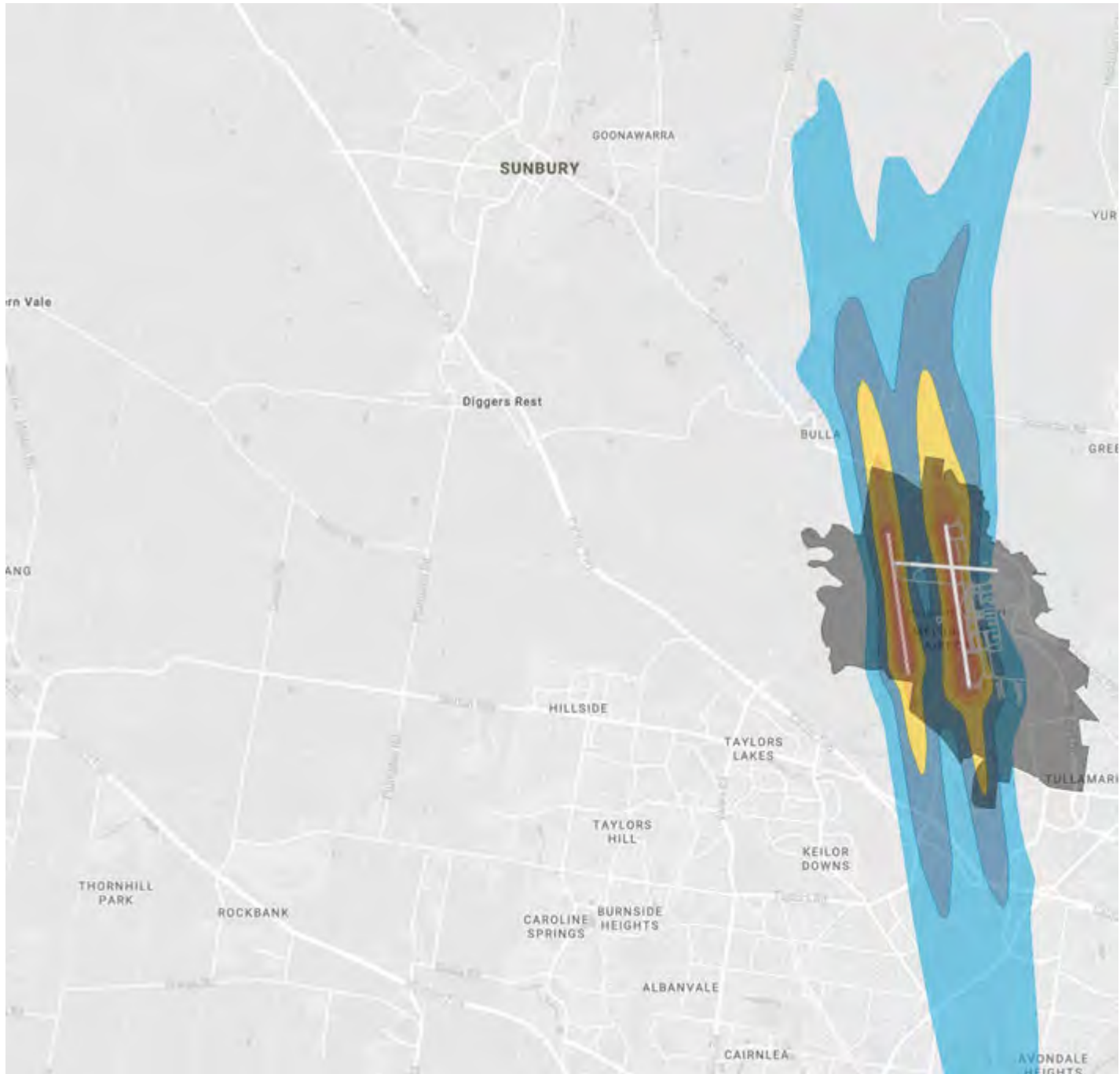
Regards, <sup>s47F</sup>

**WSI ANEC PAL1 Composite**



Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

MEL Noise Tool ANEC





s47F [Redacted]

To70 Aviation (Australia) Pty Ltd

Phone: s47F [Redacted]

Email: s47F [Redacted]@to70.com.au

Address: s47G(1)(a) [Redacted] Melbourne, VIC 3000



Department of Infrastructure, Transport, Regional Development, Communications and the Arts  
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

[infrastructure.gov.au](http://infrastructure.gov.au)



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
I recognise and respect their continuing connection to the land, waters and communities.  
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

OFFICIAL

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts



**From:** s22(1)(a)(ii)  
**Sent:** Tuesday, 18 April 2023 8:25 AM  
**To:** s22(1)(a)(ii)  
**Cc:** s22(1)(a)(ii); s22(1)(a)(ii); WSAprocurement; s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii)  
**Subject:** Aircraft Overflight Noise Tool User Acceptance Testing [SEC=OFFICIAL]  
**Attachments:** 230413 - DRAFT Testing and Acceptance Framework.pptx

OFFICIAL

Good morning s22(1)(a)(ii)

We are getting ready to organise the user acceptance testing for the Aircraft Overflight Noise Tool. The testing will be divided into 4 cohorts:

- Fictional Requirements testing – by our team
- Technical Acceptance testing - TWG
- Stakeholder Acceptance testing – EAG
- General User Acceptance testing – a team of volunteers

The first three cohorts for testing are already covered by NDA's. For the General User Acceptance testing we plan to reach out to the Community Information Stall volunteers and ask if they would like to volunteer to test the Aircraft Overflight Noise Tool. As they are APS employees they will be covered by the code of conduct, but I need you to advise if an NDA is also required, as they will have access to the flight paths for the testing. Please let me know your thoughts. Happy to discuss if need be.

Cheers

s22(1)(a)(ii)

A/g Assistant Director • Stakeholder Engagement & Regulatory • Western Sydney Airport Regulatory Policy Branch  
 International Aviation, Technology and Services Division

s22(1)(a)(ii) @infrastructure.gov.au

s22(1)(a)(ii)

s22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

s22(1)(a)(ii)

Department of Infrastructure, Transport, Regional Development, Communications and the Arts  
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

[infrastructure.gov.au](http://infrastructure.gov.au) 

*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
I recognise and respect their continuing connection to the land, waters and communities.  
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

OFFICIAL

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

OFFICIAL: SENSITIVE

Western Sydney International (Nancy-Bird Walton) Aircraft Overflight Noise Tool

User Experience (UX) Testing Guidance

**Instructions:**

- Open the noise tool ([wsi-test.aerlabs.dev](http://wsi-test.aerlabs.dev)) and login with the details provided to you separately (note that the public version of the noise tool will not require user login).
- Record the date and your name and details below.
- Work through each of the task steps in the table below.
- Once you have completed a step, indicate if your test was successful by marking 'yes' or 'no' in the pass check column.
- Please add any comments and suggestions in the last columns.
- Send your completed forms back to [WSIFlightPaths@Infrastructure.gov.au](mailto:WSIFlightPaths@Infrastructure.gov.au) once you have concluded the testing.

Name	
Device Used	<input type="checkbox"/> Desktop   <input type="checkbox"/> Mobile

**Part 1 – General user experience – this section relates to your ability to use the noise tool in an intuitive way**

Task	Pass check	Comments	Suggestions
1. Privacy collection	Were you prompted to read and accept a placeholder "Terms of Service" on first entry to the tool (noting that this will be updated before public release).	Yes   No	
2. Link to the Department's WSI web page	a. Is there a clearly visible icon (the department's crest and name) or link on the page that navigates you to an external website? (noting that the linked address is currently incorrect and will be updated to direct to the Department's WSI Flight Paths page before public release)	Yes   No	
	b. Does the linked website open in a new page or tab in your browser?	New page <input type="checkbox"/> New tab <input type="checkbox"/>	

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

OFFICIAL: SENSITIVE

OFFICIAL: SENSITIVE

## Western Sydney International (Nancy-Bird Walton) Aircraft Overflight Noise Tool

## User Experience (UX) Testing Guidance

Task		Pass check	Comments	Suggestions
3. Can you alter the map display between the following styles:	a. Street map – light mode	Yes   No		
	b. Aerial photography map	Yes   No		
4. Flight path and map display window	a. Are you able to clearly identify arrival; and departure flight paths, and other features, on the map display?  Do you have any comments on the visual map display, including colouring and shading of the flight paths?	Yes   No		
5. Can you effectively navigate (zoom and pan) through maps using each of the following:	a. A combination of a keyboard and a mouse	Yes   No		
	b. A touchscreen (if on a touch-enabled device)	Yes   No		
6. Selecting a flight path on the map screen. Can you execute the following:	a. Highlight a selected flight path track by <b>single clicking</b> or tapping	Yes   No		
	b. Display and understand on-screen altitude information for the selected flight path track (noting that the altitude information is placeholder only and does not accurately reflect modelled flight path data)	Yes   No		
	c. Display the names of the selected flight path tracks	Yes   No		
	d. Open a 3D animation for individual flight path tracks. <i>Does the video window display correctly, and can it be closed?</i> (noting that video file is only a placeholder at the moment and will be updated before public release)	Yes   No		

OFFICIAL: SENSITIVE

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

OFFICIAL: SENSITIVE

## Western Sydney International (Nancy-Bird Walton) Aircraft Overflight Noise Tool

## User Experience (UX) Testing Guidance

Task		Pass check	Comments	Suggestions
7. Can you select, and switch between, the following display modes:	a. Noise Map	Yes   No		
	b. WSI Flight Paths	Yes   No		
8. In Flight Path mode are you able to apply filters to display, and switch between, the following flight path modes:	a. Runway 05 / Day-Evening	Yes   No		
	b. Runway 05 / Overnight	Yes   No		
	c. Runway 23 / Day-Evening	Yes   No		
	d. Runway 23 / Overnight	Yes   No		
	e. RRO / Overnight	Yes   No		
9. In Flight Path mode are you able to expand the following on-screen tool tips to display help information:  Please provide comments on the helpfulness of the tool tip information provided.	a. Runway mode in operation	Yes   No		
	b. Time of day	Yes   No		
	c. Flight Paths map legend (noting that this information is placeholder only and will be updated)	Yes   No		

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

OFFICIAL: SENSITIVE

OFFICIAL: SENSITIVE

Western Sydney International (Nancy-Bird Walton) Aircraft Overflight Noise Tool

User Experience (UX) Testing Guidance

Task		Pass check	Comments	Suggestions
10. In Noise Map (Cumulative Mode) mode are you able to apply filters to display the following flight path modes:	a. N70 (24 hrs) metrics – all combinations of Year and Preferred runway direction	Yes   No		
	b. N60 (24 hrs) metrics – all combinations of Year and Preferred runway direction	Yes   No		
	c. N60 (overnight) metrics – all combinations of Year and Preferred runway direction	Yes   No		
	d. ANEC – all combinations of Year and Preferred runway direction	Yes   No		
	e. Composite LAmax	Yes   No		
11. In Noise Map (Single Event Noise) mode are you able to apply filters to display the following flight path modes:	a. Turboprop – Day-Evening mode	Yes   No		
	b. Narrowbody jet – all time modes	Yes   No		
	c. Widebody jet – all time modes	Yes   No		
	d. ANEC – all combinations of Year and Preferred runway direction	Yes   No		
	e. Composite LAmax	Yes   No		

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

OFFICIAL: SENSITIVE

OFFICIAL: SENSITIVE

## Western Sydney International (Nancy-Bird Walton) Aircraft Overflight Noise Tool

## User Experience (UX) Testing Guidance

Task		Pass check	Comments	Suggestions
<p>12. In Noise Map mode are you able to expand the following tool tips to display help information:</p> <p>Please provide comments on the helpfulness of the tool tip information provided.</p>	a. Cumulative Noise / Year	Yes   No		
	b. Cumulative Noise / Preferred runway direction	Yes   No		
	c. Cumulative Noise / Cumulative noise metrics	Yes   No		
	d. Single Event Noise / Single Event Noise Metrics	Yes   No		
	e. Noise map legend boxes (noting that this information is placeholder only and will be updated)	Yes   No		
<p>13. Window resizing.</p> <p>Depending on window size, the location of the information filter selection boxes may change.</p>	a. Try resizing the window to a smaller size– are you still able to access and use the filter selection boxes in an intuitive manner?	Yes   No		
	b. Does the same format and function apply to the mobile browser version?	Yes   No		
<p>14. Has the information been presented in elegant and intuitive way so that data can be easily understood?</p>	a. Can you understand the noise impact contours?	Yes   No		
	b. Can you identify the flight paths?	Yes   No		
	c. Do you think the noise tool communicates information at a level easily understandable for a member of the public?	Yes   No		

OFFICIAL: SENSITIVE

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

OFFICIAL: SENSITIVE

Western Sydney International (Nancy-Bird Walton) Aircraft Overflight Noise Tool

User Experience (UX) Testing Guidance

Task	Pass check	Comments	Suggestions
<p>15. Have you tested the Noise tool on any of the following devices?</p> <p>If so, do you have any specific comments on functionality and usability across different platforms. (Note testing across different platforms is not compulsory – however we would appreciate any feedback you may have)</p>	<p>a. Computer desktop</p> <p>Yes   No</p>		
	<p>b. Laptop</p> <p>Yes   No</p>		
	<p>c. Mobile phone</p> <p>Yes   No</p>		
	<p>d. Other mobile devices</p> <p>Yes   No</p>		

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

OFFICIAL: SENSITIVE



OFFICIAL: SENSITIVE

Western Sydney International (Nancy-Bird Walton) Aircraft Overflight Noise Tool

User Experience (UX) Testing Guidance

**Part 2 – Data results – this part relates to how the Noise Tool provides flight path and noise information in response to location and address searches**

Task	Pass check	Comments	Suggestions
<p>16. In both Flight Path mode and Noise map mode:</p> <p>Search for a physical address of your choice in Western Sydney using the search bar.</p> <p>Please try combinations of full street addresses, partial addresses and localities.</p>	<p>a. Does the map move to that address and display a result pop-up box? Yes   No</p> <p>b. Does the address search include an auto-complete function with a dropdown list of potential addresses? Yes   No</p> <p>c. Does the search bar auto-complete your address before you have finished typing it? Yes   No</p> <p>d. Is the information in the pop-up result box easy to read and understand? (Noting that data is not yet provided for most result scenarios, and is indicated by a placeholder – generally indicated by 'NaN') Yes   No</p> <p>The location and size of the pop-up result box is still being finalised – please provide comments and suggestions on how you think the information could best be displayed on the map.</p>		

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

OFFICIAL: SENSITIVE

OFFICIAL: SENSITIVE

Western Sydney International (Nancy-Bird Walton) Aircraft Overflight Noise Tool

User Experience (UX) Testing Guidance

Task	Pass check	Comments	Suggestions
<p>17. In both Flight Path mode and Noise map mode:</p> <p>Move your cursor around the map and select a point of interest by <b>double-clicking</b> on the map.</p> <p>Please try different locations to see a range of scenario results, including inside and outside flight path swathes and noise contours</p>	<p>a. Does the address bar display the closest street address to the point selected and display a result pop-up box?</p> <p>Yes   No</p>		
	<p>b. Is the information in the pop-up result box easy to read and understand? (Noting that data is not yet provided for most result scenarios, and is indicated by a placeholder – generally indicated by 'NaN')</p> <p>The location and size of the pop-up result box is still being finalised – please provide comments and suggestions on how you think the information could best be displayed on the map.</p>		

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

OFFICIAL: SENSITIVE

OFFICIAL: SENSITIVE

## Western Sydney International (Nancy-Bird Walton) Aircraft Overflight Noise Tool

### User Experience (UX) Testing Guidance

Other feedback	
<p>Do you have any other feedback on issues that have not been captured above, or general feedback on the tool and how it may be received by the public?</p>	

**Thank you for your assistance!**

OFFICIAL: SENSITIVE

**From:** s22(1)(a)(ii)  
**Sent:** Tuesday, 9 May 2023 1:18 PM  
**To:** s47F  
**Cc:** s47G(1)(a); WSAprocurement; JANSEN David; s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s47F @to70.com.au  
**Subject:** TWG validation of noise tool [SEC=OFFICIAL]

OFFICIAL

Hi s47F

We are proposing to use the 10:30-12:30 Tuesday, 23 May TWG meeting to go through the noise tool to validate the flight paths. To70 will be leading us through the noise tool track-by-track. This is the second phase of our validation process and follows TWG's review of the AEDT files

At this upcoming meeting, it would be great if we could have someone from Airbiz/WSP also attend the discussion. We were thinking maybe someone who did the modelling (s47F / s47F) and/or maybe someone like s47F / s47F, and you of course.

Key purpose is to ensure accuracy and consistency between the noise tool and draft EIS.

Happy to discuss.

Regards

s22(1)(a)(ii)

Director - Airspace Design - International Aviation, Technology & Services Division

s22(1)(a)(ii) @infrastructure.gov.au

P +61 2 6274 s22(1)(a)(ii) M s22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts  
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
I recognise and respect their continuing connection to the land, waters and communities.  
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

OFFICIAL

*Released under the Freedom of Information Act 1982 by the Department of  
Infrastructure, Transport, Regional Development, Communications and the Arts*

**From:** s47F [redacted]@wsp.com>  
**Sent:** Tuesday, 9 May 2023 4:39 PM  
**To:** s22(1)(a)(ii) [redacted]  
**Cc:** s47F [redacted]; WSAprocurement; IANSEN, David; s47F [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted];  
**Subject:** RE: TWG validation of noise tool [SEC=OFFICIAL]

Hi s22(1)(a)(ii) [redacted]

Thanks for letting us know – I have asked Airbiz to nominate who would be available and am waiting to hear back.

In the meantime, could you send through the invitation and I will lock it in our diaries?

Kind regards

s47F [redacted]

OFFICIAL:Sensitive



s47F [redacted]  
s47F [redacted]

T: s47F [redacted]  
M: s47F [redacted]  
s47F [redacted] [@wsp.com](mailto:[redacted]@wsp.com)

WSP Australia Pty Limited  
s47G(1)(a) [redacted]  
[redacted] VIC, 3006  
Australia

[wsp.com/au](http://wsp.com/au)

*WSP acknowledges that every project we work on takes place on First Peoples lands. We*

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

*recognise Aboriginal and Torres Strait Islander Peoples as the first scientists and engineers and pay our respects to Elders past and present.*

**From:** s22(1)(a)(ii)  
**Sent:** Tuesday, 9 May 2023 1:18 PM  
**To:** s47F  
**Cc:** s47G(1)(a); WSAprocurement; JANSEN David; s22(1)(a)(iii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s47F; @to70.com.au  
**Subject:** TWG validation of noise tool [SEC=OFFICIAL]

**OFFICIAL**

Hi s47F

We are proposing to use the 10:30-12:30 Tuesday, 23 May TWG meeting to go through the noise tool to validate the flight paths. To70 will be leading us through the noise tool track-by-track. This is the second phase of our validation process and follows TWG's review of the AEDT files

At this upcoming meeting, it would be great if we could have someone from Airbiz/WSP also attend the discussion. We were thinking maybe someone who did the modelling (s47F / s47F) and/or maybe someone like s47F / s47F, and you of course.

Key purpose is to ensure accuracy and consistency between the noise tool and draft EIS.

Happy to discuss.

Regards

s22(1)(a)(ii)  
Director - Airspace Design - International Aviation, Technology & Services Division  
s22(1)(a)(ii) @infrastructure.gov.au  
P +61 2 6274 s22(1)(a) M s22(1)(a)(ii)  
GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts  
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS



Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
I recognise and respect their continuing connection to the land, waters and communities.  
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

**OFFICIAL**

-----  
**Disclaimer**

This message has been issued by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on +61 (2) 6274 7111 and delete all copies of this transmission together with any attachments.

-----

-----  
  
NOTICE: This communication and any attachments ("this message") may contain information which is privileged, confidential, proprietary or otherwise subject to restricted disclosure under applicable law. This message is for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on, this message is strictly prohibited. If you have received this message in error, or you are not an authorized or intended recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts



**From:** s22(1)(a)(ii)  
**Sent:** Thursday, 11 May 2023 2:22 PM  
**To:** s22(1)(a)(ii)  
**Subject:** RE: Noise Tool Data Inputs: Meeting Notes [SEC=OFFICIAL]  
**Attachments:** 230511 UPDATED - Noise Tool pop up mock up.pptx; Testing Issues Log.pdf  
**Importance:** High

OFFICIAL

s22(1)(a) – draft of an email to go back to To70 - appreciate any feedback

Hi s47F

Thanks for the earlier meeting today. From my point of view, I am happy with the summary, but will leave it to Danny for anything in his space. I am happy that the way you have summarised the methods of displaying the sum totals for the different combination of ARR and DEP frequencies is correct.

As requested, I have attached an updated version of the Pop-up mock-up text to reflect our latest discussion.

As we discussed at the end of the meeting, our preference is to get access to a test site that includes at least the formatted text of the pop-ups, with a simple text placeholder to show where data values will be. Our priority for testing is to get stakeholders to provide feedback on the wording and messaging, rather than validate data. We understand that TWG will be in a position to validate data on 23 May.

As discussed, **we need an updated test version of the tool to demonstrate and commence testing at EAG on Monday 15 May at 1.30pm.**

The test release needs to include the updates to the pop-up text, and the **PRIORITY**, and preferably also **HIGH**, issues contained in the test log issued by you on 5 May (attached).

We can run through the tool with EAG members on Monday, and formally commence a 1 week-long testing period. Ideally we will be able to capture some early feedback at Monday's meeting.

Accordingly, we request that you or s47F are able to attend EAG on Monday to present the noise tool in conjunction with us.

Can you please advise whether these timeframes for release and subsequent testing are achievable.

Thanks

s22(1)(a)(ii)

s22(1)(a)(ii)

Assistant Director • Stakeholder Engagement & Regulatory • International Aviation, Technology & Services Division

s22(1)(a)(ii) @infrastructure.gov.au

M s22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts  
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
I recognise and respect their continuing connection to the land, waters and communities.  
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

OFFICIAL

From: s47F  
Sent: Thursday, 11 May 2023 1:25 PM  
To: s22(1)(a)(ii); s22(1)(a)(ii); s47F; s22(1)(a)(ii); s22(1)(a)(ii)  
Cc: s22(1)(a)(ii); WSAprocurement  
Subject: Noise Tool Data Inputs: Meeting Notes [SEC=OFFICIAL]

SEC=OFFICIAL

Please see attached my summarised notes from the call. Let me know if you would like anything added or changed.

**WSI TRACK NAMES**

Target date for finalised list of track names – COB Fri 19<sup>th</sup> May  
s22(1)(a)(ii) to forward s47F proposed methodology to WSP for review and feedback.

Do Airservices have a veto on this?

If track names include waypoints, should they appear in the tool – using the <sup>s4</sup>/<sub>7E</sub> proposed method this is not required but if decision is taken to use waypoints in the track name they probably should be.

#### TRACK ALTITUDE

Proposed messaging format is “The lowest a WSI flight may pass over this point is XXX, more typically aircraft at this point will be at YYY”

Add disclaimer / caveat to the noise tool around the ambient conditions (list those conditions) used for modelling and that results will vary in outlier weather conditions (Issue – Too late for translation).

Actual data that will be display can be calculated from AEDT data (which To70 will need to be sent) and therefore is awaiting finalisation from WSP (expected Fri 12<sup>th</sup> May).

If the search function points to an address under multiple flight paths assign the following methodology:

- Use the lowest track allocated level as the minimum and a mean figure of the remaining tracks as the ‘typical’ level.

#### TRACK MOVEMENTS

Updated Flight Path Movement Chart expected Monday 15<sup>th</sup> May – to be forwarded to To70 and used to feed the track movement numbers in the tool.

Messaging to reflect that movement numbers are for when that specific track is in use.

Non-jet tracks should also have flight numbers.

If the search function points to an address under multiple flight paths assign the following methodology:

- ARR-ARR – merge the track movement numbers
- DEP-DEP – merge the track movement numbers
- DEP-ARR – split the track movement numbers
- DEP-DEP-ARR-DEP-ARR – consolidate into two totals, one for ARR, one for DEP

Regards, <sup>s47F</sup>



<sup>s47F</sup>

To70 Aviation (Australia) Pty Ltd

Phone: <sup>s47F</sup>

Email: <sup>s47F</sup> @to70.com.au

Address: <sup>s47G(1)(a)</sup> Melbourne, VIC 3000



From: s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>  
 Sent: Wednesday, May 10, 2023 12:33 PM  
 To: s47F <[redacted]@to70.com.au>; s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; s47F <[redacted]@to70.com.au>  
 Cc: s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; WSAprocurement <WSAprocurement@infrastructure.gov.au>  
 Subject: RE: Noise Tool Data Inputs [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Yes – we are happy to meet at 11am tomorrow – and agree that these are important issues to resolve ASAP. I have already discussed with s22(1)(a)(ii) [redacted], and s22(1)(a)(ii) [redacted] is able to attend. I'll send through an invite now.

Thanks

s22(1)(a)(ii) [redacted]

OFFICIAL

From: s47F <[redacted]@to70.com.au>  
 Sent: Wednesday, 10 May 2023 10:04 AM  
 To: s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; s47F <[redacted]@to70.com.au>  
 Cc: s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; WSAprocurement <WSAprocurement@infrastructure.gov.au>  
 Subject: Noise Tool Data Inputs

Hi s22(1)(a) [redacted] / s22(1)(a)(ii) [redacted]

Can we have a catch-up tomorrow for 30-60 minutes to discuss input data for the noise tool. I just want to ensure, as much as possible, that we are conveying reliable information that will be consistent with the subsequent release of the EIS reports.

1. Flight Path Naming convention – given that we need a mega-matrix to keep track of all the track names and definitions it would be good to agree on some display name nomenclature for the noise tool and EIS. This information will be front and centre in the address search pop-ups so if we could get it locked down it would be enormously helpful.
2. No. of flights – one of the debated features is the displaying of the number of flights (average – maximum) over each flight path. However, the only information we have is contained in the tables of the Nov 22 PowerPoint from Airbiz. Is there a more concrete data source or methodology we could access for information that will be consistent with the planned technical report for the EIS. This is one of the areas where I am conscious of seeing a discrepancy between the noise tool and the EIS.
3. Given that there are multiple profiles available for each flight track we would like to discuss the planned methodology for which altitude should be shown for a given point along the flight track. (e.g. should be choose the lowest altitude, average, most common, etc). Also, with the ongoing discussion around the modelling of hold-down procedures, do we need to address them in the tool? If so, how should we convey information about the frequency of such events occurring?

We are available at 11am on Thurs 11<sup>th</sup> May. Is this suitable for you?

Regards, <sup>s47F</sup>



<sup>s47F</sup>

To70 Aviation (Australia) Pty Ltd

Phone: <sup>s47F</sup>

Email: <sup>s47F</sup> @to70.com.au

Address: <sup>s47G(1)(a)</sup> Melbourne, VIC 3000



-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material. Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the

intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on +61 (2) 6274 7111 and delete all copies of this transmission together with any attachments.

-----

**Location under a single flight path, or under multiple flight paths of the same type (arrivals or departures)**


**Location under multiple flight paths of different types (combination of arrivals and departures)**

**Location not under a flight path**

The map is currently displaying the preliminary WSI flight paths for the [day-evening] [Runway 23] operating mode.

s47F

**This location is close to proposed [arrival] flight paths for WSI.**

 Aircraft [departing] from WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.

An average of [XX] aircraft, up to a maximum of [XX] aircraft, are expected to overfly this location during the [day-evening] period when this flight path operating mode is in use.

Aircraft using existing flight paths associated with other airports in the Sydney Region may also overfly this location. These other flight paths are not shown in this tool.

The following WSI flight paths overfly this location:

Flight path name ▼


Watch 3D visualisations for selected WSI flight paths:

Flight path name	Flight path name
Flight path name	Flight path name

The map is currently displaying the preliminary WSI flight paths for the [day-evening] [Runway 23] operating mode.

s47F

**This location is close to proposed arrival and departure flight paths for WSI.**

 Aircraft arriving into WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.

 Aircraft departing from WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.

An average of [XX] aircraft, up to a maximum of [XX] aircraft, are expected to overfly this location during the [day-evening] period when this flight path operating mode is in use.

Aircraft using existing flight paths associated with other airports in the Sydney Region may also overfly this location. These other flight paths are not shown in this tool.

The following WSI flight paths overfly this location:

Flight path name ▼

Watch 3D visualisations for selected WSI flight paths:

The map is currently displaying the preliminary WSI flight paths for the overnight Reciprocal Runway Operations mode.

s47F

**This location is not close to a WSI flight path, however you may still see and hear aircraft using WSI and other airports flying overhead.**

If you live within 3km of a flight path, it is recommended that you drop the map pin on the flight path to understand the nature and frequency of flights expected nearby.

You can also try changing the map filters to see the flight paths for other time periods and operating modes.

**Note: Flight path name drop down is only intended to display names of flight paths, not to select individual flight paths and change data results. Use of a drop down is indicative only – other methods that may provide a better outcome should also be considered.**

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

**Location under a Nabove noise contour**

The map is currently displaying the projected 2040 N70 contour for the Runway 05 operating mode.

s47F



This location falls within selected N70 contour and is predicted to experience between 20 and 49 overflight events exceeding 70 decibels over a 24 hour period.

You can change the map filters to see noise information for other contour types.

**Location under an ANEC contour**

The map is currently displaying the projected 2040 ANEC contour for the Runway 05 operating mode.

s47F



This location falls within the ANEC 30 contour.

Note: ANEC contours are intended to guide land use planning around airports. ANEC contours do not illustrate the day-to-day variation in noise exposure that is associated with airport operations, and locations outside the ANEC contours may still experience aircraft noise.

To understand aircraft noise impacts at these locations please change the map filters to select the other noise contour types (Nabove and LAmox).

**Location not under a noise contour, but under noticeability layer**

The map is currently displaying the projected 2040 N60 contour for the No Preference operating mode.

s47F



This location falls outside of outside of selected [N60/N70/ANEC] noise contours for WSI, however you may still see and hear aircraft flying to and from WSI at a noise level of around [50/42] decibels.

You can change the map filters to see noise information for other contour types.

**Location under a Lamox contour**

The map is currently displaying the projected Lamox contour for a Boeing 737 aircraft event.

s47F



This location falls within selected LAmox contour and is predicted to experience a maximum noise level of 70 decibels during a typical overflight by a Boeing 737 aircraft

You can change the map filters to see noise information for other contour types.

**Location not under a noise contour, and not under noticeability layer**

The map is currently displaying the projected 2040 N60 contour for the No Preference operating mode.

s47F



This location falls outside of outside of selected [N60/N70/ANEC] noise contours for WSI, however you may still see and hear aircraft flying overhead.

You can change the map filters to see noise information for other contour types.



WSI Noise Tool - Testing Issues Log - 5th May 23									
No.	Severity	Content	Issue	Raised By	Date	Commentary	Status	Owner	Date Reviewed
1	High	Pop-Up Box location	The pop-up box appears in the centre of the screen and obscures a lot of the relevant information	DK	3-May		Open		
2	Priority	Pop-Up Box flight path names	The names of flight paths in the pop-up need to be the same as in the EIS	DK	3-May		Open		
3	Medium	Pop-Up Box design	Is it possible to include icons / graphics in the pop-up such as an aircraft climbing or descending	DK	3-May		Open		
4	Priority	Pop-Up Box content	When under a flight path can we show the altitude of aircraft above	DK	3-May		Open		
5	High	Pop-Up Box content	Can the pop-up box show the selected filters under the address	DK	3-May		Open		
6	Priority	Flight Path Mode	Basic flight path information should include altitude of aircraft at the selected location: Is this lowest altitude, lowest typical altitude, average typical altitude, or other? Preference to show altitudes in feet first, followed by conversion in metres Altitude datum needs to be made clear – above sea level / airport / terrain / etc. Is it possible to interrogate height of flight paths above ground level and also display this information?	DK	5-May		Open		
7	Priority	Flight Path Mode	Basic flight path information should show whether aircraft are arriving (descending) or departing (climbing)	DK	5-May		Open		
8	Priority	Flight Path Mode	Basic flight path information should show frequency of flights for the selected time period (Day / Evening, Night), this should be available as an average or maximum number (90th percentile)	DK	5-May		Open		
9	High	Flight Path Mode	Flight path mode results should provide information relating to flight paths only, not aircraft noise data	DK	5-May		Open		
10	Medium	Flight Path Mode	Should a positive 'under flight path' hit only apply to flight paths that are displayed by the selected mode filters – or be triggered by all flight paths, even when they are not displayed due to selected filters Preference is to limit it to on those flight paths displayed in the selected mode, and rely on pop up messaging to explain there may be other noise and to encourage users to "try changing the map filters to see the flight paths for other time periods and operating modes".	DK	5-May		Open		
11	Low	Flight Path Mode	Outer lengths of flight paths over the ocean return a blank information pop-up	DK	5-May		Open		
12	High	Flight Path Mode	Further visualisation required for termination points of NJ tracks	DK	5-May		Open		
13	Low	Flight Path Mode	Is there a better way to present information on proximity to nearest flight paths (where a user is not directly under a flight path)? Distance to nearest flight paths may be confusing where there are many nearby.	DK	5-May		Open		
14	Medium	Flight Path Mode	How to present information for scenarios where there are different flight paths at different levels (which could be different combinations of arriving and departing aircraft at different altitudes)	DK	5-May		Open		
15	Low	Noise mode	Should the pop-up for a location under the Noticeability Layer include the decibel level of the expected lower level of noise – or simply say that "you may still see and hear aircraft flying to and from WSI and other airports in the Sydney Region".	DK	5-May		Open		
16	Priority	Noise mode	Scenario selection labels need to be changed to descriptive runway mode	DK	5-May		Open		
17	High	Noise mode	Legend boxes for noise tool mode need to be more descriptive to explain what the contours mean in relation to the contour type shown	DK	5-May		Open		
18	High	Interface & Usability	Selection between Flight Path mode and noise mode should be more prominent and descriptive – eg. "Show flight paths" "Show noise maps"	DK	5-May		Open		
19	Priority	Interface & Usability	Most flight path swathes are not transparent, making it impossible to see underlying map data. All flight paths need to have some level of transparency.	DK	5-May		Open		
20	High	Interface & Usability	The pop-up blocks map information around the selected point. Preferred approach is for the pop-up to be displayed in a fixed position (suggest top-left of map screen), and not stuck to the map (ie. not moving with the map when the map is panned). (See Brisbane Tool for example of this functionality)	DK	5-May		Open		
21	High	Interface & Usability	Selecting the map requires a double click. Preference would be for a single click (similar to other mapping tools – eg. Google Maps).	DK	5-May		Open		
22	Medium	Interface & Usability	Centering the map when it is (double) clicked is disorienting. Is a better approach to not centre the map when it is clicked?	DK	5-May		Open		
23	High	Interface & Usability	Flight path direction arrows are not displayed	DK	5-May		Open		
24	High	Interface & Usability	Airport location is not clearly shown - Runway location is hidden under flight path swathes - Airport location would benefit from a label and/or icon	DK	5-May		Open		
25	Priority	Interface & Usability	All contextual help information needs to be updated	DK	5-May		Open		

**From:** s22(1)(a)(ii)  
**Sent:** Thursday, 11 May 2023, 2:29 PM  
**To:** s47F; s22(1)(a); s47F; s22(1)(a)(ii); s22(1)(a)(ii)  
**Cc:** s22(1)(a)(ii); WSAprocurement; s22(1)(a)(ii)  
**Subject:** RE: Noise Tool Data Inputs: Meeting Notes [SEC=OFFICIAL]  
**Attachments:** Testing Issues Log.pdf; 230511 UPDATED - Noise Tool pop up mock up.pptx  
**Importance:** s22(1)(a)(ii)  
**Categories:** s22(1)(a)(ii)

OFFICIAL

Hi s47F

Thanks for the earlier meeting today. From my point of view, I am happy with the summary, but will leave it to s22(1)(a)(ii) for anything in s22(1)(a)(ii) space. I am happy that the way you have summarised the methods of displaying the sum totals for the different combination of ARR and DEP frequencies is correct.

As requested, I have attached an updated version of the Pop-up mock-up text to reflect our latest discussion.

As we discussed at the end of the meeting, our preference is to get access to a test site that includes at least the formatted text of the pop-ups, with a simple text placeholder to show where data values will be. Our priority for testing is to get stakeholders to provide feedback on the wording and messaging, rather than validate data. We understand that TWG will be in a position to validate data on 23 May.

As discussed, we need an updated test version of the tool to demonstrate and commence testing at EAG on Monday 15 May at 1.30pm.

The test release needs to include the updates to the pop-up text, and the **PRIORITY**, and preferably also **HIGH**, issues contained in the test log issued by you on 5 May (attached).

We can run through the tool with EAG members on Monday, and formally commence a 1 week-long testing period. Ideally we will be able to capture some early feedback at Monday's meeting.

Accordingly, we request that you or s47F are able to attend EAG on Monday to present the noise tool in conjunction with us.

Can you please advise whether these timeframes for release and subsequent testing are achievable.

Thanks

s22(1)  
(a)(ii)

s22(1)(a)(ii)

Assistant Director • Stakeholder Engagement & Regulatory • International Aviation, Technology & Services Division

s22(1)(a)(ii) [@infrastructure.gov.au](mailto:s22(1)(a)(ii)@infrastructure.gov.au)

M s22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

**Department of Infrastructure, Transport, Regional Development, Communications and the Arts**  
**CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS**

[infrastructure.gov.au](http://infrastructure.gov.au)



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
 I recognise and respect their continuing connection to the land, waters and communities.  
 I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

OFFICIAL

**From:** s47F  
**Sent:** Thursday, 11 May 2023 1:25 PM  
**To:** s22(1)(a)(ii); s22(1)(a)(ii); s47F; s22(1)(a)(ii); s22(1)(a)(ii)  
**Cc:** s22(1)(a)(ii); WSAprocurement  
**Subject:** Noise Tool Data Inputs: Meeting Notes [SEC=OFFICIAL]

SEC=OFFICIAL

Please see attached my summarised notes from the call. Let me know if you would like anything added or changed.

#### WSI TRACK NAMES

Target date for finalised list of track names – COB Fri 19<sup>th</sup> May

s22  
(1) to forward s47F proposed methodology to WSP for review and feedback.

Do Airservices have a veto on this?

If track names include waypoints, should they appear in the tool – using the s47F proposed method this is not required but if decision is taken to use waypoints in the track name they probably should be.

#### TRACK ALTITUDE

Proposed messaging format is “The lowest a WSI flight may pass over this point is XXX, more typically aircraft at this point will be at YYY”

Add disclaimer / caveat to the noise tool around the ambient conditions (list those conditions) used for modelling and that results will vary in outlier weather conditions (Issue – Too late for translation).

Actual data that will be display can be calculated from AEDT data (which To70 will need to be sent) and therefore is awaiting finalisation from WSP (expected Fri 12<sup>th</sup> May).

If the search function points to an address under multiple flight paths assign the following methodology:

- Use the lowest track allocated level as the minimum and a mean figure of the remaining tracks as the ‘typical’ level.

#### TRACK MOVEMENTS

Updated Flight Path Movement Chart expected Monday 15<sup>th</sup> May – to be forwarded to To70 and used to feed the track movement numbers in the tool.

Messaging to reflect that movement numbers are for when that specific track is in use.

Non-jet tracks should also have flight numbers.

If the search function points to an address under multiple flight paths assign the following methodology:

- ARR-ARR – merge the track movement numbers
- DEP-DEP – merge the track movement numbers
- DEP-ARR – split the track movement numbers
- DEP-DEP-ARR-DEP-ARR – consolidate into two totals, one for ARR, one for DEP

Regards, s47F



s47F

To70 Aviation (Australia) Pty Ltd

Phone: s47F

Email: s47F @to70.com.au

Address: s47G(1)(a) Melbourne, VIC 3000



From: s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>  
 Sent: Wednesday, May 10, 2023 12:33 PM  
 To: s47F <[redacted]@to70.com.au>; s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; s47F <[redacted]@to70.com.au>  
 Cc: s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; WSAprocurement <WSAprocurement@infrastructure.gov.au>  
 Subject: RE: Noise Tool Data Inputs [SEC=OFFICIAL]

OFFICIAL

H s47F

Yes – we are happy to meet at 11am tomorrow – and agree that these are important issues to resolve ASAP. I have already discussed with s22(1)(a)(ii) [redacted], and s22(1)(a)(ii) [redacted] is able to attend. I'll send through an invite now.

Thanks

s22(1)(a)(ii)

OFFICIAL

From: s47F <[redacted]@to70.com.au>  
 Sent: Wednesday, 10 May 2023 10:04 AM  
 To: s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; s47F <[redacted]@to70.com.au>  
 Cc: s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; WSAprocurement <WSAprocurement@infrastructure.gov.au>  
 Subject: Noise Tool Data Inputs

Hi s22(1)(a)(ii) [redacted], s22(1)(a)(ii) [redacted],

Can we have a catch-up tomorrow for 30-60 minutes to discuss input data for the noise tool. I just want to ensure, as much as possible, that we are conveying reliable information that will be consistent with the subsequent release of the EIS reports.

1. Flight Path Naming convention – given that we need a mega-matrix to keep track of all the track names and definitions it would be good to agree on some display name nomenclature for the noise tool and EIS. This information will be front and centre in the address search pop-ups so if we could get it locked down it would be enormously helpful.
2. No. of flights – one of the debated features is the displaying of the number of flights (average – maximum) over each flight path. However, the only information we have is contained in the tables of the Nov 22 PowerPoint from Airbiz. Is there a more concrete data source or methodology we could access for information that will be consistent with the planned technical report for the EIS. This is one of the areas where I am conscious of seeing a discrepancy between the noise tool and the EIS.
3. Given that there are multiple profiles available for each flight track we would like to discuss the planned methodology for which altitude should be shown for a given point along the flight track. (e.g. should be choose the lowest altitude, average, most common, etc). Also, with the ongoing discussion around the modelling of hold-down procedures, do we need to address them in the tool? If so, how should we convey information about the frequency of such events occurring?

We are available at 11am on Thurs 11<sup>th</sup> May. Is this suitable for you?

Regards, s47F



s47F

To70 Aviation (Australia) Pty Ltd

Phone: s47F

Email: s47F @to70.com.au

Address: s47G(1)(a) Melbourne, VIC 3000



-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the

intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on +61 (2) 6274 7111 and delete all copies of this transmission together with any attachments.

-----

WSI Noise Tool - Testing Issues Log - 5th May 23									
No.	Severity	Content	Issue	Raised By	Date	Commentary	Status	Owner	Date Reviewed
1	High	Pop-Up Box location	The pop-up box appears in the centre of the screen and obscures a lot of the relevant information	DK	3-May		Open		
2	Priority	Pop-Up Box flight path names	The names of flight paths in the pop-up need to be the same as in the EIS	DK	3-May		Open		
3	Medium	Pop-Up Box design	Is it possible to include icons / graphics in the pop-up such as an aircraft climbing or descending	DK	3-May		Open		
4	Priority	Pop-Up Box content	When under a flight path can we show the altitude of aircraft above	DK	3-May		Open		
5	High	Pop-Up Box content	Can the pop-up box show the selected filters under the address	DK	3-May		Open		
6	Priority	Flight Path Mode	Basic flight path information should include altitude of aircraft at the selected location: Is this lowest altitude, lowest typical altitude, average typical altitude, or other? Preference to show altitudes in feet first, followed by conversion in metres Altitude datum needs to be made clear – above sea level / airport / terrain / etc. Is it possible to interrogate height of flight paths above ground level and also display this information?	DK	5-May		Open		
7	Priority	Flight Path Mode	Basic flight path information should show whether aircraft are arriving (descending) or departing (climbing)	DK	5-May		Open		
8	Priority	Flight Path Mode	Basic flight path information should show frequency of flights for the selected time period (Day / Evening, Night), this should be available as an average or maximum number (90th percentile)	DK	5-May		Open		
9	High	Flight Path Mode	Flight path mode results should provide information relating to flight paths only, not aircraft noise data	DK	5-May		Open		
10	Medium	Flight Path Mode	Should a positive 'under flight path' hit only apply to flight paths that are displayed by the selected mode filters – or be triggered by all flight paths, even when they are not displayed due to selected filters Preference is to limit it to on those flight paths displayed in the selected mode, and rely on pop up messaging to explain there may be other noise and to encourage users to "try changing the map filters to see the flight paths for other time periods and operating modes".	DK	5-May		Open		
11	Low	Flight Path Mode	Outer lengths of flight paths over the ocean return a blank information pop-up	DK	5-May		Open		
12	High	Flight Path Mode	Further visualisation required for termination points of NJ tracks	DK	5-May		Open		
13	Low	Flight Path Mode	Is there a better way to present information on proximity to nearest flight paths (where a user is not directly under a flight path)? Distance to nearest flight paths may be confusing where there are many nearby.	DK	5-May		Open		
14	Medium	Flight Path Mode	How to present information for scenarios where there are different flight paths at different levels (which could be different combinations of arriving and departing aircraft at different altitudes)	DK	5-May		Open		
15	Low	Noise mode	Should the pop-up for a location under the Noticeability Layer include the decibel level of the expected lower level of noise – or simply say that "you may still see and hear aircraft flying to and from WSI and other airports in the Sydney Region".	DK	5-May		Open		
16	Priority	Noise mode	Scenario selection labels need to be changed to descriptive runway mode	DK	5-May		Open		
17	High	Noise mode	Legend boxes for noise tool mode need to be more descriptive to explain what the contours mean in relation to the contour type shown	DK	5-May		Open		
18	High	Interface & Usability	Selection between Flight Path mode and noise mode should be more prominent and descriptive – eg. "Show flight paths" "Show noise maps"	DK	5-May		Open		
19	Priority	Interface & Usability	Most flight path swathes are not transparent, making it impossible to see underlying map data. All flight paths need to have some level of transparency.	DK	5-May		Open		
20	High	Interface & Usability	The pop-up blocks map information around the selected point. Preferred approach is for the pop-up to be displayed in a fixed position (suggest top-left of map screen), and not stuck to the map (ie. not moving with the map when the map is panned). (See Brisbane Tool for example of this functionality)	DK	5-May		Open		
21	High	Interface & Usability	Selecting the map requires a double click. Preference would be for a single click (similar to other mapping tools – eg. Google Maps).	DK	5-May		Open		
22	Medium	Interface & Usability	Centering the map when it is (double) clicked is disorienting. Is a better approach to not centre the map when it is clicked?	DK	5-May		Open		
23	High	Interface & Usability	Flight path direction arrows are not displayed	DK	5-May		Open		
24	High	Interface & Usability	Airport location is not clearly shown - Runway location is hidden under flight path swathes - Airport location would benefit from a label and/or icon	DK	5-May		Open		
25	Priority	Interface & Usability	All contextual help information needs to be updated	DK	5-May		Open		



**Location under a single flight path, or under multiple flight paths of the same type (arrivals or departures)**

The map is currently displaying the preliminary WSI flight paths for the [day-evening] [Runway 23] operating mode.

s47F

**This location is close to proposed [arrival] flight paths for WSI.**



Aircraft [departing] from WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.

An average of [XX] aircraft, up to a maximum of [XX] aircraft, are expected to overfly this location during the [day-evening] period when this flight path operating mode is in use.

Aircraft using existing flight paths associated with other airports in the Sydney Region may also overfly this location. These other flight paths are not shown in this tool.

The following WSI flight paths overfly this location:

Flight path name ▼

Watch 3D visualisations for selected WSI flight paths:

Flight path name	Flight path name
Flight path name	Flight path name

**Location under multiple flight paths of different types (combination of arrivals and departures)**

The map is currently displaying the preliminary WSI flight paths for the [day-evening] [Runway 23] operating mode.

s47F

**This location is close to proposed arrival and departure flight paths for WSI.**



Aircraft arriving into WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.



Aircraft departing from WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.

An average of [XX] aircraft, up to a maximum of [XX] aircraft, are expected to overfly this location during the [day-evening] period when this flight path operating mode is in use.

Aircraft using existing flight paths associated with other airports in the Sydney Region may also overfly this location. These other flight paths are not shown in this tool.

The following WSI flight paths overfly this location:

Flight path name ▼

Watch 3D visualisations for selected WSI flight paths:

**Location not under a flight path**

The map is currently displaying the preliminary WSI flight paths for the overnight Reciprocal Runway Operations mode.

s47F

**This location is not close to a WSI flight path, however you may still see and hear aircraft using WSI and other airports flying overhead.**

If you live within 3km of a flight path, it is recommended that you drop the map pin on the flight path to understand the nature and frequency of flights expected nearby.

You can also try changing the map filters to see the flight paths for other time periods and operating modes.

**Note: Flight path name drop down is only intended to display names of flight paths, not to select individual flight paths and change data results. Use of a drop down is indicative only – other methods that may provide a better outcome should also be considered.**

### Location under a Nabove noise contour

The map is currently displaying the projected 2040 N70 contour for the Runway 05 operating mode.

s47F



This location falls within selected N70 contour and is predicted to experience between 20 and 49 overflight events exceeding 70 decibels over a 24 hour period.

You can change the map filters to see noise information for other contour types.

### Location under an ANEC contour

The map is currently displaying the projected 2040 ANEC contour for the Runway 05 operating mode.

s47F



This location falls within the ANEC 30 contour.

Note: ANEC contours are intended to guide land use planning around airports. ANEC contours do not illustrate the day-to-day variation in noise exposure that is associated with airport operations, and locations outside the ANEC contours may still experience aircraft noise.

To understand aircraft noise impacts at these locations please change the map filters to select the other noise contour types (Nabove and LAmx).

### Location not under a noise contour, but under noticeability layer

The map is currently displaying the projected 2040 N60 contour for the No Preference operating mode.

s47F



This location falls outside of outside of selected [N60/N70/ANEC] noise contours for WSI, however you may still see and hear aircraft flying to and from WSI at a noise level of around [50/42] decibels.

You can change the map filters to see noise information for other contour types.

### Location under a Lamax contour

The map is currently displaying the projected Lamax contour for a Boeing 737 aircraft event.

s47F



This location falls within selected LAmx contour and is predicted to experience a maximum noise level of 70 decibels during a typical overflight by a Boeing 737 aircraft

You can change the map filters to see noise information for other contour types.

### Location not under a noise contour, and not under noticeability layer

The map is currently displaying the projected 2040 N60 contour for the No Preference operating mode.

s47F



This location falls outside of outside of selected [N60/N70/ANEC] noise contours for WSI, however you may still see and hear aircraft flying overhead.

You can change the map filters to see noise information for other contour types.

**From:** s47F @to70.com.au>  
**Sent:** Thursday, 11 May 2023 3:49 PM  
**To:** s22(1)(a)(ii) ; s47F ; s22(1)(a) ; s22(1)(a)(ii) ; s22(1)(a)(ii)  
**Cc:** s22(1)(a)(ii) ; (ii) ; s22(1)(a)(ii)  
**Subject:** Re: Noise Tool Data Inputs: Meeting Notes [SEC=OFFICIAL]  
**Attachments:** 230511 UPDATED - Noise Tool pop up mock up[66] - Read-Only.pptx  
**Categories:** s22(1)(a)(ii)

Hi s22(1)(a)(ii) ,

Can I ask you to have a quick look at some suggested changes to the pop-up box wording? I've highlighted some changes with comments on the slide deck for legibility and saving screen real estate.

Cheers,  
s47F

---

**From:** s22(1)(a)(ii)  
**Date:** Thursday, 11 May 2023 at 2:29 pm  
**To:** s47F ; s22(1)(a) ; s47F ; s22(1)(a)(ii) ; s22(1)(a)(ii)  
**Cc:** s22(1)(a)(ii) ; (ii) ; s22(1)(a)(ii)  
**Subject:** RE: Noise Tool Data Inputs: Meeting Notes [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Thanks for the earlier meeting today. From my point of view, I am happy with the summary, but will leave it to s22(1)(a)(ii) for anything in his space. I am happy that the way you have summarised the methods of displaying the sum totals for the different combination of ARR and DEP frequencies is correct.

As requested, I have attached an updated version of the Pop-up mock-up text to reflect our latest discussion.

As we discussed at the end of the meeting, our preference is to get access to a test site that includes at least the formatted text of the pop-ups, with a simple text placeholder to show where data values will be. Our priority for testing is to get stakeholders to provide feedback on the wording and messaging, rather than validate data. We understand that TWG will be in a position to validate data on 23 May.

As discussed, we need an updated test version of the tool to demonstrate and commence testing at EAG on Monday 15 May at 1.30pm. The test release needs to include the updates to the pop-up text, and the **PRIORITY**, and preferably also **HIGH**, issues contained in the test log issued by you on 5 May (attached).

We can run through the tool with EAG members on Monday, and formally commence a 1 week-long testing period. Ideally we will be able to capture some early feedback at Monday's meeting.

Accordingly, we request that you or <sup>s47F</sup> are able to attend EAG on Monday to present the noise tool in conjunction with us.

Can you please advise whether these timeframes for release and subsequent testing are achievable.

Thanks

s22(1)  
(a)(ii)

s22(1)(a)(ii)

Assistant Director • Stakeholder Engagement & Regulatory • International Aviation, Technology & Services Division

s22(1)(a)(ii) [@infrastructure.gov.au](mailto:s22(1)(a)(ii)@infrastructure.gov.au)

M s22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

**Department of Infrastructure, Transport, Regional Development, Communications and the Arts**  
**CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS**

[infrastructure.gov.au](http://infrastructure.gov.au)



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
I recognise and respect their continuing connection to the land, waters and communities.  
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

**OFFICIAL**

**From:** s47F  
**Sent:** Thursday, 11 May 2023 1:25 PM  
**To:** s22(1)(a)(ii); s22(1)(a); s47F; s22(1)(a)(ii); s22(1)(a)(ii)  
**Cc:** s22(1)(a)(ii); WSAprocurement  
**Subject:** Noise Tool Data Inputs: Meeting Notes [SEC=OFFICIAL]

SEC=OFFICIAL

Please see attached my summarised notes from the call. Let me know if you would like anything added or changed.

### WSI TRACK NAMES

Target date for finalised list of track names – COB Fri 19<sup>th</sup> May

s22(1) to forward s47F proposed methodology to WSP for review and feedback.

Do Airservices have a veto on this?

If track names include waypoints, should they appear in the tool – using the s47F proposed method this is not required but if decision is taken to use waypoints in the track name they probably should be.

### TRACK ALTITUDE

Proposed messaging format is “The lowest a WSI flight may pass over this point is XXX, more typically aircraft at this point will be at YYY”

Add disclaimer / caveat to the noise tool around the ambient conditions (list those conditions) used for modelling and that results will vary in outlier weather conditions (Issue – Too late for translation).

Actual data that will be display can be calculated from AEDT data (which To70 will need to be sent) and therefore is awaiting finalisation from WSP (expected Fri 12<sup>th</sup> May).

If the search function points to an address under multiple flight paths assign the following methodology:

- Use the lowest track allocated level as the minimum and a mean figure of the remaining tracks as the ‘typical’ level.

### TRACK MOVEMENTS

Updated Flight Path Movement Chart expected Monday 15<sup>th</sup> May – to be forwarded to To70 and used to feed the track movement numbers in the tool.

Messaging to reflect that movement numbers are for when that specific track is in use.

Non-jet tracks should also have flight numbers.

If the search function points to an address under multiple flight paths assign the following methodology:

- ARR-ARR – merge the track movement numbers
- DEP-DEP – merge the track movement numbers
- DEP-ARR – split the track movement numbers
- DEP-DEP-ARR-DEP-ARR – consolidate into two totals, one for ARR, one for DEP

Regards, s47F



s47F

To70 Aviation (Australia) Pty Ltd

Phone: s47F

Email: s47F @to70.com.au

Address: s47G(1)(a) Melbourne, VIC 3000



From: s22(1)(a)(ii) @infrastructure.gov.au>

Sent: Wednesday, May 10, 2023 12:33 PM

To: s47F @to70.com.au>; s22(1)(a)(ii) @infrastructure.gov.au>; s47F @to70.com.au>

Cc: s22(1)(a)(ii) @infrastructure.gov.au>; WSAprocurement <WSAprocurement@infrastructure.gov.au>

Subject: RE: Noise Tool Data Inputs [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Yes – we are happy to meet at 11am tomorrow – and agree that these are important issues to resolve ASAP. I have already discussed with s22(1)(a)(ii), and s22(1)(a)(ii) is able to attend. I'll send through an invite now.

Thanks

s22(1)(a)(ii)

OFFICIAL

**From:** s47F [redacted] <[redacted]@to70.com.au>  
**Sent:** Wednesday, 10 May 2023 10:04 AM  
**To:** s22(1)(a)(ii) [redacted] <[redacted]@infrastructure.gov.au>; s22(1)(a)(ii) [redacted] <[redacted]@infrastructure.gov.au>; s47F [redacted] <[redacted]@to70.com.au>  
**Cc:** s22(1)(a)(ii) [redacted] <[redacted]@infrastructure.gov.au>; WSAprocurement <WSAprocurement@infrastructure.gov.au>  
**Subject:** Noise Tool Data Inputs

Hi s22(1)(a)(ii) [redacted] / s22(1)(a)(ii) [redacted],

Can we have a catch-up tomorrow for 30-60 minutes to discuss input data for the noise tool. I just want to ensure, as much as possible, that we are conveying reliable information that will be consistent with the subsequent release of the EIS reports.

1. Flight Path Naming convention – given that we need a mega-matrix to keep track of all the track names and definitions it would be good to agree on some display name nomenclature for the noise tool and EIS. This information will be front and centre in the address search pop-ups so if we could get it locked down it would be enormously helpful.
2. No. of flights – one of the debated features is the displaying of the number of flights (average – maximum) over each flight path. However, the only information we have is contained in the tables of the Nov 22 PowerPoint from Airbiz. Is there a more concrete data source or methodology we could access for information that will be consistent with the planned technical report for the EIS. This is one of the areas where I am conscious of seeing a discrepancy between the noise tool and the EIS.
3. Given that there are multiple profiles available for each flight track we would like to discuss the planned methodology for which altitude should be shown for a given point along the flight track. (e.g. should be choose the lowest altitude, average, most common, etc). Also, with the ongoing discussion around the modelling of hold-down procedures, do we need to address them in the tool? If so, how should we convey information about the frequency of such events occurring?

We are available at 11am on Thurs 11<sup>th</sup> May. Is this suitable for you?

Regards, s47F [redacted]



s [redacted]  
 To70 Aviation (Australia) Pty Ltd

**Phone:** s47F [redacted]  
**Email:** s47F [redacted] <[redacted]@to70.com.au>  
**Address:** s47G(1)(a) [redacted] Melbourne, VIC 3000



-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on +61 (2) 6274 7111 and delete all copies of this transmission together with any attachments.

-----

-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on +61 (2) 6274 7111 and delete all copies of this transmission together with any attachments.

-----

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts



Location under a single flight path, or under multiple flight paths of the same type (arrivals or departures)

Location under multiple flight paths of different types (combination of arrivals and departures)

Location not under a flight path

The map is currently displaying the preliminary WSI flight paths for the [day-evening] [Runway 23] operating mode.

The map is currently displaying the preliminary WSI flight paths for the [day-evening] [Runway 23] operating mode.

The map is currently displaying the preliminary WSI flight paths for the overnight Reciprocal Runway Operations mode.

s47F


s47F


s47F

This location is close to proposed [arrival] flight paths for WSI.

This location is close to proposed arrival and departure flight paths for WSI.


This location is not close to a WSI flight path, however you may still see and hear aircraft using WSI and other airports flying overhead.

 Aircraft [departing] from WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.

 Aircraft arriving into WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.

This location is within [xx km] of [FLIGHT PATH NAME], it is recommended that you select the closest flight path to understand the frequency of flights expected nearby.

An average of [XX] aircraft, up to a maximum of [XX] aircraft, are expected to overfly this location during the [day-evening] period when this flight path and operating mode is in use.

 Aircraft departing from WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.

You can also try changing the map filters to see the flight paths for other time periods and operating modes.

Aircraft using existing flight paths associated with other airports in the Sydney Region may also overfly this location. These other flight paths are not shown in this tool.

An average of [XX] aircraft, up to a maximum of [XX] aircraft, are expected to overfly this location during the [day-evening] period when this flight path operating mode is in use.

The following WSI flight paths overfly this location:

- Departure 23 South Day
- Departure 23 South (Hot) Day
- Arrival 05 North Night

Click on the buttons above to watch a 3D visualisation of the flight path.

Aircraft using existing flight paths associated with other airports in the Sydney Region may also overfly this location. These other flight paths are not shown in this tool.

The following WSI flight paths overfly this location:

- Departure 23 South Day
- Departure 23 South (Hot) Day

Note: Flight path name drop down is only intended to display names of flight paths, not to select individual flight paths and change data results. Use of a drop down is indicative only – other methods that may provide a better outcome should also be considered.

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

**Location under a Nabove noise contour**

The map is currently displaying the projected 2040 N70 contour for the Runway 05 operating mode.

s47F



This location falls within selected N70 contour and is predicted to experience between 20 and 49 overflight events exceeding 70 decibels over a 24 hour period.

You can change the map filters to see noise information for other contour types.

**Location under an ANEC contour**

The map is currently displaying the projected 2040 ANEC contour for the Runway 05 operating mode.

s47F



This location falls within the ANEC 30 contour.

Note: ANEC contours are intended to guide land use planning around airports. ANEC contours do not illustrate the day-to-day variation in noise exposure that is associated with airport operations, and locations outside the ANEC contours may still experience aircraft noise.

To understand aircraft noise impacts at these locations please change the map filters to select the other noise contour types (Nabove and LAmx).

**Location not under a noise contour, but under noticeability layer**

The map is currently displaying the projected 2040 N60 contour for the No Preference operating mode.

s47F



This location falls outside of outside of selected [N60/N70/ANEC] noise contours for WSI, however you may still see and hear aircraft flying to and from WSI at a noise level of around [50/42] decibels.

You can change the map filters to see noise information for other contour types.

**Location under a Lamax contour**

The map is currently displaying the projected Lamax contour for a Boeing 737 aircraft event.

s47F



This location falls within selected LAmx contour and is predicted to experience a maximum noise level of 70 decibels during a typical overflight by a Boeing 737 aircraft

You can change the map filters to see noise information for other contour types.

**Location not under a noise contour, and not under noticeability layer**

The map is currently displaying the projected 2040 N60 contour for the No Preference operating mode.

s47F



This location falls outside of outside of selected [N60/N70/ANEC] noise contours for WSI, however you may still see and hear aircraft flying overhead.

You can change the map filters to see noise information for other contour types.

**From:** s22(1)(a)(ii)  
**Sent:** Thursday, 11 May 2023 4:09 PM  
**To:** s47F; s22(1)(a); s22(1)(a)(ii); s22(1)(a)(ii)  
**Cc:** s22(1)(a)(ii); WSAProcurement; s22(1)(a)(ii)  
**Subject:** RE: Noise Tool Data Inputs: Meeting Notes [SEC=OFFICIAL]  
**Categories:** s22(1)(a)(ii)

OFFICIAL

Hi s47F

I think those changes work well. Will there be occasions though where we don't have a visualisation for a listed flight path?

And I'm conscious that the list of visualisations might be quite long at some locations, so happy to keep considering alternative ways to show this info.

Thanks

s22(1)(a)(ii)

OFFICIAL

---

**From:** s47F  
**Sent:** Thursday, 11 May 2023 3:49 PM  
**To:** s22(1)(a)(ii); s47F; s22(1)(a); s22(1)(a)(ii); s22(1)(a)(ii)  
**Cc:** s22(1)(a)(ii); WSAProcurement; s22(1)(a)(ii)  
**Subject:** Re: Noise Tool Data Inputs: Meeting Notes [SEC=OFFICIAL]

Hi s22(1)(a)(ii)

Can I ask you to have a quick look at some suggested changes to the pop-up box wording? I've highlighted some changes with comments on the slide deck for legibility and saving screen real estate.

Cheers,  
s47F

---

**From:** s22(1)(a)(ii) @infrastructure.gov.au>  
**Date:** Thursday, 11 May 2023 at 2:29 pm  
**To:** s47F @to70.com.au>, s22(1)(a)(ii) @infrastructure.gov.au>, s47F @to70.com.au>, s22(1)(a)(ii) @infrastructure.gov.au>, s22(1)(a)(ii) @infrastructure.gov.au>  
**Cc:** s22(1)(a)(ii) @infrastructure.gov.au>, WSAProcurement <WSAProcurement@infrastructure.gov.au>, s22(1)(a)(ii) @infrastructure.gov.au>  
**Subject:** RE: Noise Tool Data Inputs: Meeting Notes [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Thanks for the earlier meeting today. From my point of view, I am happy with the summary, but will leave it to s22(1)(a)(ii) for anything in his space. I am happy that the way you have summarised the methods of displaying the sum totals for the different combination of ARR and DEP frequencies is correct.

As requested, I have attached an updated version of the Pop-up mock-up text to reflect our latest discussion.

As we discussed at the end of the meeting, our preference is to get access to a test site that includes at least the formatted text of the pop-ups, with a simple text placeholder to show where data values will be. Our priority for testing is to get stakeholders to provide feedback on the wording and messaging, rather than validate data. We understand that TWG will be in a position to validate data on 23 May.

As discussed, **we need an updated test version of the tool to demonstrate and commence testing at EAG on Monday 15 May at 1.30pm.**

The test release needs to include the updates to the pop-up text, and the **PRIORITY**, and preferably also **HIGH**, issues contained in the test log issued by you on 5 May (attached).

We can run through the tool with EAG members on Monday, and formally commence a 1 week-long testing period. Ideally we will be able to capture some early feedback at Monday's meeting.

**Accordingly, we request that you or s47F are able to attend EAG on Monday to present the noise tool in conjunction with us.**

Can you please advise whether these timeframes for release and subsequent testing are achievable.

Thanks

s22(1)(a)(ii)

s22(1)(a)(ii)

Assistant Director • Stakeholder Engagement & Regulatory • International Aviation, Technology & Services Division

s22(1)(a)(ii) @infrastructure.gov.au

M s22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts  
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
I recognise and respect their continuing connection to the land, waters and communities.  
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

OFFICIAL

From: s47F @to70.com.au

Sent: Thursday, 11 May 2023 1:25 PM

To: s22(1)(a)(ii) @infrastructure.gov.au; s22(1)(a)(ii) @infrastructure.gov.au; s47F @to70.com.au; s22(1)(a)(ii) @infrastructure.gov.au

Cc: s22(1)(a)(ii) @infrastructure.gov.au; WSAprocurement <WSAprocurement@infrastructure.gov.au>

Subject: Noise Tool Data Inputs: Meeting Notes [SEC=OFFICIAL]

SEC=OFFICIAL

Please see attached my summarised notes from the call. Let me know if you would like anything added or changed.

**WSI TRACK NAMES**

Target date for finalised list of track names – COB Fri 19<sup>th</sup> May

s22(1)(a)(ii) to forward s47F proposed methodology to WSP for review and feedback.

Do Airservices have a veto on this?

If track names include waypoints, should they appear in the tool – using the <sup>s47</sup><sub>F</sub> proposed method this is not required but if decision is taken to use waypoints in the track name they probably should be.

#### TRACK ALTITUDE

Proposed messaging format is “The lowest a WSI flight may pass over this point is XXX, more typically aircraft at this point will be at YYY”

Add disclaimer / caveat to the noise tool around the ambient conditions (list those conditions) used for modelling and that results will vary in outlier weather conditions (Issue – Too late for translation).

Actual data that will be display can be calculated from AEDT data (which To70 will need to be sent) and therefore is awaiting finalisation from WSP (expected Fri 12<sup>th</sup> May).

If the search function points to an address under multiple flight paths assign the following methodology:

- Use the lowest track allocated level as the minimum and a mean figure of the remaining tracks as the ‘typical’ level.

#### TRACK MOVEMENTS

Updated Flight Path Movement Chart expected Monday 15<sup>th</sup> May – to be forwarded to To70 and used to feed the track movement numbers in the tool.

Messaging to reflect that movement numbers are for when that specific track is in use.

Non-jet tracks should also have flight numbers.

If the search function points to an address under multiple flight paths assign the following methodology:

- ARR-ARR – merge the track movement numbers
- DEP-DEP – merge the track movement numbers
- DEP-ARR – split the track movement numbers
- DEP-DEP-ARR-DEP-ARR – consolidate into two totals, one for ARR, one for DEP

Regards, <sup>s47F</sup>



<sup>s47F</sup>

To70 Aviation (Australia) Pty Ltd

Phone: <sup>s47F</sup>

Email: <sup>s47F</sup> @to70.com.au

Address: <sup>s47G(1)(a)</sup> Melbourne, VIC 3000



**From:** s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>  
**Sent:** Wednesday, May 10, 2023 12:33 PM  
**To:** s47F <[redacted]@to70.com.au>; s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; s47F <[redacted]@to70.com.au>  
**Cc:** s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; WSAprocurement <WSAprocurement@infrastructure.gov.au>  
**Subject:** RE: Noise Tool Data Inputs [SEC=OFFICIAL]

OFFICIAL

Hi s47F

Yes – we are happy to meet at 11am tomorrow – and agree that these are important issues to resolve ASAP. I have already discussed with s22(1)(a)(ii) [redacted], and s22(1)(a)(ii) [redacted] is able to attend. I'll send through an invite now.

Thanks

s22(1)(a)(ii) [redacted]

OFFICIAL

**From:** s47F <[redacted]@to70.com.au>  
**Sent:** Wednesday, 10 May 2023 10:04 AM  
**To:** s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; s47F <[redacted]@to70.com.au>  
**Cc:** s22(1)(a)(ii) <[redacted]@infrastructure.gov.au>; WSAprocurement <WSAprocurement@infrastructure.gov.au>  
**Subject:** Noise Tool Data Inputs

Hi s22(1)(a)(ii) [redacted], s22(1)(a)(ii) [redacted],

Can we have a catch-up tomorrow for 30-60 minutes to discuss input data for the noise tool. I just want to ensure, as much as possible, that we are conveying reliable information that will be consistent with the subsequent release of the EIS reports.

1. Flight Path Naming convention – given that we need a mega-matrix to keep track of all the track names and definitions it would be good to agree on some display name nomenclature for the noise tool and EIS. This information will be front and centre in the address search pop-ups so if we could get it locked down it would be enormously helpful.
2. No. of flights – one of the debated features is the displaying of the number of flights (average – maximum) over each flight path. However, the only information we have is contained in the tables of the Nov 22 PowerPoint from Airbiz. Is there a more concrete data source or methodology we could access for information that will be consistent with the planned technical report for the EIS. This is one of the areas where I am conscious of seeing a discrepancy between the noise tool and the EIS.
3. Given that there are multiple profiles available for each flight track we would like to discuss the planned methodology for which altitude should be shown for a given point along the flight track. (e.g. should be choose the lowest altitude, average, most common, etc). Also, with the ongoing discussion around the modelling of hold-down procedures, do we need to address them in the tool? If so, how should we convey information about the frequency of such events occurring?

We are available at 11am on Thurs 11<sup>th</sup> May. Is this suitable for you?

Regards, s47F



s  
7  
 To70 Aviation (Australia) Pty Ltd

Phone: s47F

Email: s47F @to70.com.au

Address: s47G(1)(a) Melbourne, VIC 3000



-----  
Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.



Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on +61 (2) 6274 7111 and delete all copies of this transmission together with any attachments.

-----

-----

Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on +61 (2) 6274 7111 and delete all copies of this transmission together with any attachments.

-----

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

**From:** s22(1)(a)(ii)  
**Sent:** Friday, 12 May 2023 5:19 PM  
**To:** s22(1)(a)(ii)  
**Cc:** s22(1)(a)(ii); s22(1)(a)(ii); JANSEN, David; s22(1)(a)(ii)  
**Subject:** Pre-testing access to WSI Noise Tool [SEC=OFFICIAL:Sensitive]  
**Attachments:** 230511 UPDATED - Noise Tool pop up mock up [To70] .pptx  
**Categories:** s22(1)(a)(ii)

OFFICIAL:Sensitive

Hi s22(1)(a)(ii)

At next Monday's Engagement Advisory Group (EAG) meeting we will be advising the group that the testing program for the Aircraft Overflight Noise Tool has been delayed slightly as To70 prioritise settling the data inputs. To70 advise that the test site should be ready the following week, at which point we will release to the broader EAG group for user testing. To70 advise us that this does not impact the final release date of the tool. We will update EAG on this on Monday.

However, we are conscious that you are in a good position to provide valuable feedback on the prototype version that we currently have access to. Accordingly, outside of the EAG testing, we are providing you with a login to the current prototype version for you to familiarise yourself with the tool, and provide any early feedback.

At this stage, we would appreciate it if your feedback can focus on general user functionality and messaging. TWG will have an opportunity in the coming weeks to more formally validate the underlying flight path and noise data.

Please note the version of the tool we have access to is very much in prototype. Key features not yet included are:

- An introductory splash screen, explaining how to use the tool, and providing caveats/disclaimers
- All help tool tips need to be upgraded
- Flight path swathes need adjusting in terms of colour and transparency
- Date is not accurate or complete, and some noise metric types are missing
- Address pop-up results for both the flight path and noise modes are only placeholders. We have been working with To70 on mock-ups for result pop-ups to cover the range of different result scenarios. Please see the attached Powerpoint document for draft mock-ups of this. I realise this is difficult to review outside of the noise tool, but we especially appreciate your feedback on these mock-ups, as they will provide the key messaging to users around flight path and noise search results.

We expect that the user testing release of the noise tool will include the above functionality.

I will email the weblink, username and login separately to this email. Please do not distribute the user login and password to anyone else. Please treat the information contained on the noise tool with the same level of security as you would any other sensitive project information.

Happy to discuss your feedback at any time,

Regards

s22(1)  
(a)(ii)

s22(1)(a)(ii)

Assistant Director • Stakeholder Engagement & Regulatory • International Aviation, Technology & Services Division

s22(1)(a)(ii) [@infrastructure.gov.au](mailto:s22(1)(a)(ii)@infrastructure.gov.au)

M s22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

**Department of Infrastructure, Transport, Regional Development, Communications and the Arts**  
**CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS**

[infrastructure.gov.au](http://infrastructure.gov.au)



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
I recognise and respect their continuing connection to the land, waters and communities.  
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

OFFICIAL: Sensitive

Location under a single flight path, or under multiple flight paths of the same type (arrivals or departures)

Location under multiple flight paths of different types (combination of arrivals and departures)

Location not under a flight path

The map is currently displaying the preliminary WSI flight paths for the [day-evening] [Runway 23] operating mode.

The map is currently displaying the preliminary WSI flight paths for the [day-evening] [Runway 23] operating mode.

The map is currently displaying the preliminary WSI flight paths for the overnight Reciprocal Runway Operations mode.

s47F

s47F

s47F

This location is close to proposed [arrival] flight paths for WSI.

This location is close to proposed arrival and departure flight paths for WSI.

This location is not close to a WSI flight path, however you may still see and hear aircraft using WSI and other airports flying overhead.



Aircraft [departing] from WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.



Aircraft arriving into WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.



This location is within [xx km] of [FLIGHT PATH NAME], it is recommended that you select the closest flight path to understand the frequency of flights expected nearby.

An average of [XX] aircraft, up to a maximum of [XX] aircraft, are expected to overfly this location during the [day-evening] period when this flight path and operating mode is in use.

Aircraft departing from WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.

You can also try changing the map filters to see the flight paths for other time periods and operating modes.

Aircraft using existing flight paths associated with other airports in the Sydney Region may also overfly this location. These other flight paths are not shown in this tool.

An average of [XX] aircraft, up to a maximum of [XX] aircraft, are expected to overfly this location during the [day-evening] period when this flight path operating mode is in use.

Aircraft using existing flight paths associated with other airports in the Sydney Region may also overfly this location. These other flight paths are not shown in this tool.

The following WSI flight paths overfly this location:

- Departure 23 South Day
- Departure 23 South (Hot) Day
- Arrival 05 North Night

Click on the buttons above to watch a 3D visualisation of the flight path.

The following WSI flight paths overfly this location:

- Departure 23 South Day
- Departure 23 South (Hot) Day

**Location under a Nabove noise contour**

The map is currently displaying the projected 2040 N70 contour for the Runway 05 operating mode.

s47F



This location falls within selected N70 contour and is predicted to experience between 20 and 49 overflight events exceeding 70 decibels over a 24 hour period.

You can change the map filters to see noise information for other contour types.

**Location under an ANEC contour**

The map is currently displaying the projected 2040 ANEC contour for the Runway 05 operating mode.

s47F



This location falls within the ANEC 30 contour.

Note: ANEC contours are intended to guide land use planning around airports. ANEC contours do not illustrate the day-to-day variation in noise exposure that is associated with airport operations, and locations outside the ANEC contours may still experience aircraft noise.

To understand aircraft noise impacts at these locations please change the map filters to select the other noise contour types (Nabove and LAmx).

**Location not under a noise contour, but under noticeability layer**

The map is currently displaying the projected 2040 N60 contour for the No Preference operating mode.

s47F



This location falls outside of outside of selected [N60/N70/ANEC] noise contours for WSI, however you may still see and hear aircraft flying to and from WSI at a noise level of around [50/42] decibels.

You can change the map filters to see noise information for other contour types.

**Location under a Lamax contour**

The map is currently displaying the projected Lamax contour for a Boeing 737 aircraft event.

s47F



This location falls within selected LAmx contour and is predicted to experience a maximum noise level of 70 decibels during a typical overflight by a Boeing 737 aircraft

You can change the map filters to see noise information for other contour types.

**Location not under a noise contour, and not under noticeability layer**

The map is currently displaying the projected 2040 N60 contour for the No Preference operating mode.

s47F



This location falls outside of outside of selected [N60/N70/ANEC] noise contours for WSI, however you may still see and hear aircraft flying overhead.

You can change the map filters to see noise information for other contour types.

**From:** s22(1)(a)(ii)  
**Sent:** Friday, 12 May 2023 5:19 PM  
**To:** s47F; s47F  
**Cc:** WSAprocurement; s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); JANSEN, David; s47F  
**Subject:** Pre-testing access to WSI Noise Tool [SEC=OFFICIAL:Sensitive]  
**Attachments:** 230511 UPDATED - Noise Tool pop up mock up [To70] .pptx  
**Categories:** s22(1)(a)(ii)

OFFICIAL:Sensitive

Hi s47F and s47F

At next Monday's Engagement Advisory Group (EAG) meeting we will be advising the group that the testing program for the Aircraft Overflight Noise Tool has been delayed slightly as To70 prioritise settling the data inputs. To70 advise that the test site should be ready the following week, at which point we will release to the broader EAG group for user testing. To70 advise us that this does not impact the final release date of the tool. We will update EAG on this on Monday.

However, we are conscious that you are in a good position to provide valuable feedback on the prototype version that we currently have access to. Accordingly, outside of the EAG testing, we are providing you with a login to the current prototype version for you to familiarise yourself with the tool, and provide any early feedback.

At this stage, we would appreciate it if your feedback can focus on general user functionality and messaging. TWG will have an opportunity in the coming weeks to more formally validate the underlying flight path and noise data.

Please note the version of the tool we have access to is very much in prototype. Key features not yet included are:

- An introductory splash screen, explaining how to use the tool, and providing caveats/disclaimers
- All help tool tips need to be upgraded
- Flight path swathes need adjusting in terms of colour and transparency
- Date is not accurate or complete, and some noise metric types are missing
- Address pop-up results for both the flight path and noise modes are only placeholders. We have been working with To70 on mock-ups for result pop-ups to cover the range of different result scenarios. Please see the attached Powerpoint document for draft mock-ups of this. I realise this is difficult to review outside of the noise tool, but we especially appreciate your feedback on these mock-ups, as they will provide the key messaging to users around flight path and noise search results.

We expect that the user testing release of the noise tool will include the above functionality.

I will email each of you the weblink, username and login separately to this email. Please do not distribute the user login and password to anyone else. Please treat the information contained on the noise tool with the same level of security as you would any other sensitive project information.

Happy to discuss your feedback at any time,

Regards

s22(1)  
(a)(ii)

s22(1)(a)(ii)

Assistant Director • Stakeholder Engagement & Regulatory • International Aviation, Technology & Services Division

s22(1)(a)(ii) @infrastructure.gov.au

M s22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts

CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

[infrastructure.gov.au](http://infrastructure.gov.au)



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.*

*I recognise and respect their continuing connection to the land, waters and communities.*

*I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

OFFICIAL:Sensitive

Location under a single flight path, or under multiple flight paths of the same type (arrivals or departures)

Location under multiple flight paths of different types (combination of arrivals and departures)

Location not under a flight path

The map is currently displaying the preliminary WSI flight paths for the [day-evening] [Runway 23] operating mode.

s47F

This location is close to proposed [arrival] flight paths for WSI.



Aircraft [departing] from WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.

An average of [XX] aircraft, up to a maximum of [XX] aircraft, are expected to overfly this location during the [day-evening] period when this flight path and operating mode is in use.

Aircraft using existing flight paths associated with other airports in the Sydney Region may also overfly this location. These other flight paths are not shown in this tool.

The following WSI flight paths overfly this location:

Departure 23 South Day

Departure 23 South (Hot) Day

Arrival 05 North Night

Click on the buttons above to watch a 3D visualisation of the flight path.

The map is currently displaying the preliminary WSI flight paths for the [day-evening] [Runway 23] operating mode.

s47F

This location is close to proposed arrival and departure flight paths for WSI.



Aircraft arriving into WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.



Aircraft departing from WSI will typically overfly this location at an altitude of [X,XXX] feet ([X,XXX] metres) above sea level. Some aircraft may overfly as low as [X,XXX] feet ([X,XXX] metres) depending on weather and operational conditions.

An average of [XX] aircraft, up to a maximum of [XX] aircraft, are expected to overfly this location during the [day-evening] period when this flight path operating mode is in use.

Aircraft using existing flight paths associated with other airports in the Sydney Region may also overfly this location. These other flight paths are not shown in this tool.

The following WSI flight paths overfly this location:

Departure 23 South Day

Departure 23 South (Hot) Day

The map is currently displaying the preliminary WSI flight paths for the overnight Reciprocal Runway Operations mode.

s47F

This location is not close to a WSI flight path, however you may still see and hear aircraft using WSI and other airports flying overhead.

This location is within [xx km] of [FLIGHT PATH NAME], it is recommended that you select the closest flight path to understand the frequency of flights expected nearby.

You can also try changing the map filters to see the flight paths for other time periods and operating modes.



**Location under a Nabove noise contour**

The map is currently displaying the projected 2040 N70 contour for the Runway 05 operating mode.

s47F



This location falls within selected N70 contour and is predicted to experience between 20 and 49 overflight events exceeding 70 decibels over a 24 hour period.

You can change the map filters to see noise information for other contour types.

**Location under an ANEC contour**

The map is currently displaying the projected 2040 ANEC contour for the Runway 05 operating mode.

s47F



This location falls within the ANEC 30 contour.

Note: ANEC contours are intended to guide land use planning around airports. ANEC contours do not illustrate the day-to-day variation in noise exposure that is associated with airport operations, and locations outside the ANEC contours may still experience aircraft noise.

To understand aircraft noise impacts at these locations please change the map filters to select the other noise contour types (Nabove and LAmx).

**Location not under a noise contour, but under noticeability layer**

The map is currently displaying the projected 2040 N60 contour for the No Preference operating mode.

s47F



This location falls outside of outside of selected [N60/N70/ANEC] noise contours for WSI, however you may still see and hear aircraft flying to and from WSI at a noise level of around [50/42] decibels.

You can change the map filters to see noise information for other contour types.

**Location under a Lamax contour**

The map is currently displaying the projected Lamax contour for a Boeing 737 aircraft event.

s47F



This location falls within selected LAmx contour and is predicted to experience a maximum noise level of 70 decibels during a typical overflight by a Boeing 737 aircraft

You can change the map filters to see noise information for other contour types.

**Location not under a noise contour, and not under noticeability layer**

The map is currently displaying the projected 2040 N60 contour for the No Preference operating mode.

s47F



This location falls outside of outside of selected [N60/N70/ANEC] noise contours for WSI, however you may still see and hear aircraft flying overhead.

You can change the map filters to see noise information for other contour types.

**From:** s22(1)(a)(ii) @AirservicesAustralia.com>  
**Sent:** Friday, 12 May 2023 5:35 PM  
**To:** s22(1)(a)(ii)  
**Cc:** s22(1)(a)(ii); s22(1)(a)(ii); JANSEN, David; s22(1)(a)(ii)  
**Subject:** Re: Pre-testing access to WSI Noise Tool [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Thanks for this s22(1)(a)(ii).

Your points are noted and we will get going on a review with a view to bringing some feedback back to you late next week.

Get [Outlook for iOS](#)

---

**From:** s22(1)(a)(ii)  
**Sent:** Friday, May 12, 2023 5:19:18 PM  
**To:** s22(1)(a)(ii)  
**Cc:** s22(1)(a)(ii); s22(1)(a)(ii); JANSEN, David; s22(1)(a)(ii)  
**Subject:** Pre-testing access to WSI Noise Tool [SEC=OFFICIAL:Sensitive]

**CAUTION:** This email was sent from an external email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

OFFICIAL:Sensitive

Hi s22(1)(a)(ii)

At next Monday's Engagement Advisory Group (EAG) meeting we will be advising the group that the testing program for the Aircraft Overflight Noise Tool has been delayed slightly as To70 prioritise settling the data inputs. To70 advise that the test site should be ready the following week, at which point we will release to the broader EAG group for user testing. To70 advise us that this does not impact the final release date of the tool. We will update EAG on this on Monday.

However, we are conscious that you are in a good position to provide valuable feedback on the prototype version that we currently have access to. Accordingly, outside of the EAG testing, we are providing you with a login to the current prototype version for you to familiarise yourself with the tool, and provide any early feedback. At this stage, we would appreciate it if your feedback can focus on general user functionality and messaging. TWG will have an opportunity in the coming weeks to more formally validate the underlying flight path and noise date.

Please note the version of the tool we have access to is very much in prototype. Key features not yet included are:

- An introductory splash screen, explaining how to use the tool, and providing caveats/disclaimers

- All help tool tips need to be upgraded
- Flight path swathes need adjusting in terms of colour and transparency
- Date is not accurate or complete, and some noise metric types are missing
- Address pop-up results for both the flight path and noise modes are only placeholders. We have been working with To70 on mock-ups for result pop-ups to cover the range of different result scenarios. Please see the attached Powerpoint document for draft mock-ups of this. I realise this is difficult to review outside of the noise tool, but we especially appreciate your feedback on these mock-ups, as they will provide the key messaging to users around flight path and noise search results.

We expect that the user testing release of the noise tool will include the above functionality.

I will email the weblink, username and login separately to this email. Please do not distribute the user login and password to anyone else. Please treat the information contained on the noise tool with the same level of security as you would any other sensitive project information.

Happy to discuss your feedback at any time,

Regards

s22(1)  
(a)(ii)  
s22(1)(a)(ii)

Assistant Director • Stakeholder Engagement & Regulatory • International Aviation, Technology & Services Division

s22(1)(a)(ii) @infrastructure.gov.au

M s22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts

CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
I recognise and respect their continuing connection to the land, waters and communities.  
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

**OFFICIAL:Sensitive**

-----  
**Disclaimer**

This message has been issued by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on +61 (2) 6274 7111 and delete all copies of this transmission together with any attachments.

-----

**IMPORTANT:** This email and any attachments, may contain information that is confidential and privileged information. If you are not the intended recipient, you must not review, copy, disseminate, disclose to others or take action in reliance on, any material contained within this email. If you have received this email in error, please let Airservices Australia know by reply email to the sender informing them of the mistake and delete all copies of this email and any attachments.

*Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts*

**From:** s47F [redacted]@wsp.com>  
**Sent:** Tuesday, 16 May 2023 11:46 PM  
**To:** s22(1)(a)(ii) [redacted]; s47F [redacted]  
**Cc:** WSAProcurement; s47G(1)(a) [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted]; JANSEN, David; s47F [redacted]  
**Subject:** RE: Pre-testing access to WSI Noise Tool [SEC=OFFICIAL:Sensitive]

**Official: Sensitive**

Hi s22(1)(a)(ii) [redacted]

Thanks for providing this update and the details to access. We do have some feedback on the tool. Is it best to provide that to you via a meeting where we can run through on the screen, or would you prefer written comments?

Thanks

s47F [redacted]



**OFFICIAL: Sensitive**

s47F [redacted]  
s47F [redacted]

M: s47F [redacted]

s47F [redacted]@wsp.com

WSP Australia Pty Limited  
s47G(1)(a) [redacted]  
Sydney, NSW, 2000  
Australia

[wsp.com/au](http://wsp.com/au)

*WSP acknowledges that every project we work on takes place on First Peoples lands. We recognise Aboriginal and Torres Strait Islander Peoples as the first scientists and engineers and pay our respects to Elders past and present.*

**From:** s22(1)(a)(ii)  
**Sent:** Friday, May 12, 2023 5:19 PM  
**To:** s47F ; s47F  
**Cc:** WSAprocurement ; s47G(1)(a) ; s22(1)(a)(ii) ; s22(1)(a)(ii) ; s22(1)(a) ; s22(1)(a)(ii) ; JANSEN, David ; s47F  
**Subject:** Pre-testing access to WSI Noise Tool [SEC=OFFICIAL:Sensitive]

**OFFICIAL:Sensitive**

Hi s47F and s47F

At next Monday's Engagement Advisory Group (EAG) meeting we will be advising the group that the testing program for the Aircraft Overflight Noise Tool has been delayed slightly as To70 prioritise settling the data inputs. To70 advise that the test site should be ready the following week, at which point we will release to the broader EAG group for user testing. To70 advise us that this does not impact the final release date of the tool. We will update EAG on this on Monday.

However, we are conscious that you are in a good position to provide valuable feedback on the prototype version that we currently have access to. Accordingly, outside of the EAG testing, we are providing you with a login to the current prototype version for you to familiarise yourself with the tool, and provide any early feedback.

At this stage, we would appreciate it if your feedback can focus on general user functionality and messaging. TWG will have an opportunity in the coming weeks to more formally validate the underlying flight path and noise data.

Please note the version of the tool we have access to is very much in prototype. Key features not yet included are:

- An introductory splash screen, explaining how to use the tool, and providing caveats/disclaimers
- All help tool tips need to be upgraded
- Flight path swathes need adjusting in terms of colour and transparency
- Date is not accurate or complete, and some noise metric types are missing
- Address pop-up results for both the flight path and noise modes are only placeholders. We have been working with To70 on mock-ups for result pop-ups to cover the range of different result scenarios. Please see the attached Powerpoint document for draft mock-ups of this. I realise this is difficult to review outside of the noise tool, but we especially appreciate your feedback on these mock-ups, as they will provide the key messaging to users around flight path and noise search results.

We expect that the user testing release of the noise tool will include the above functionality.

I will email each of you the weblink, username and login separately to this email. Please do not distribute the user login and password to anyone else. Please treat the information contained on the noise tool with the same level of security as you would any other sensitive project information.

Happy to discuss your feedback at any time,

Regards

s22(1)  
(a)(ii)

s22(1)(a)(ii)

Assistant Director • Stakeholder Engagement & Regulatory • International Aviation, Technology & Services Division

s22(1)(a)(ii) @infrastructure.gov.au

M s22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

**Department of Infrastructure, Transport, Regional Development, Communications and the Arts**  
**CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS**

[infrastructure.gov.au](http://infrastructure.gov.au)



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
I recognise and respect their continuing connection to the land, waters and communities.  
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

**OFFICIAL:Sensitive**

-----  
**Disclaimer**

This message has been issued by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material. Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the

intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on +61 (2) 6274 7111 and delete all copies of this transmission together with any attachments.

-----

---

NOTICE: This communication and any attachments ("this message") may contain information which is privileged, confidential, proprietary or otherwise subject to restricted disclosure under applicable law. This message is for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on, this message is strictly prohibited. If you have received this message in error, or you are not an authorized or intended recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

*Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts*



**From:** s47F [redacted]@to70.com.au>  
**Sent:** Tuesday, 16 May 2023 1:06 PM  
**To:** s22(1)(a)(ii) [redacted]  
**Cc:** s47F [redacted]; s47F [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted]  
**Subject:** RE: Official Sensitive RE: CORRECTED - Re: 230512 Noise tool alignment.pptx [SEC=OFFICIAL]  
**Attachments:** 05 North Non-Jet Departures.geojson; 05 South Non-Jet Departures.geojson; 23 North Non-Jet Departures.geojson; 23 NW Night Arrivals.geojson; 230512 Noise tool alignment27 - Read-Only (002).pptx

**Sensitivity:** Confidential

Hi s22(1)(a)(ii) [redacted],  
Attached is the imagery in QGIS format - this is a TWG product.

Our preference is that the imagery, is sent from the TWG through via the Dept, the Communications team (s22(1)(a)(iii) [redacted], s22(1)(a) [redacted], s22(1)(a)(iii) [redacted] etc. for their confirmation), and WSP/Airbiz to Stream 3

Stream 3 still needs to validate the content as the vectoring areas represent different coding 'logic' compared to the swathes, which were in the original scope request.

Kind regards

s47F [redacted]  
Website 

---

**From:** s22(1)(a)(ii) [redacted]  
**Sent:** Tuesday, May 16, 2023 10:03 AM  
**To:** s47F [redacted]  
**Cc:** s47F [redacted]; s47F [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted]; s22(1)(a)(ii) [redacted]  
**Subject:** FW: Official Sensitive RE: CORRECTED - Re: 230512 Noise tool alignment.pptx [SEC=OFFICIAL]  
**Sensitivity:** Confidential

OFFICIAL

Hi [redacted]

WSP/Airbiz contacted me about the status of this information.

Is the proposal to have it prepared in the noise tool first before sharing it with WSP/Airbiz, or are you proposing to just share this document?

Happy to discuss.

Regards

[redacted]  
[redacted]

OFFICIAL

---

**From:** [redacted] <[redacted]@to70.com.au>  
**Sent:** Tuesday, 16 May 2023 9:04 AM  
**To:** [redacted] <[redacted]@to70.com.au>  
**Cc:** [redacted] <[redacted]@to70.com.au>; [redacted] <[redacted]@infrastructure.gov.au>; [redacted] <[redacted]@infrastructure.gov.au>; [redacted] <[redacted]@infrastructure.gov.au>  
**Subject:** Official Sensitive RE: CORRECTED - Re: 230512 Noise tool alignment.pptx  
**Sensitivity:** Confidential

Hi [redacted], the images and shapes in this file (together with the "Stub arrival" tracking) have been reviewed by the TWG and are approved by us for inclusion in the noise tool, Please, confirm with [redacted] and [redacted] that they are happy to proceed and for them to close the loop back to WSP.

Kind regards

[redacted]  
Website 

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

**From:** [REDACTED] <[REDACTED]@to70.com.au>  
**Sent:** Monday, May 15, 2023 3:52 PM  
**To:** [REDACTED] <[REDACTED]@to70.com.au>  
**Subject:** CORRECTED - Re: 230512 Noise tool alignment.pptx

Sorry mate, I left 05 NJ South off the first issue. Please see corrected file attached.

**From:** [REDACTED] <[REDACTED]@to70.com.au>  
**Date:** Monday, 15 May 2023 at 3:09 pm  
**To:** [REDACTED] <[REDACTED]@to70.com.au>  
**Subject:** Re: 230512 Noise tool alignment.pptx

Hi Mate,

Update 05 Day and 23 Day images attached, added a border just for extra emphasis in these example images.

Cheers,  
[REDACTED]

**From:** [REDACTED] <[REDACTED]@to70.com.au>  
**Date:** Monday, 15 May 2023 at 2:40 pm  
**To:** [REDACTED] <[REDACTED]@to70.com.au>  
**Subject:** 230512 Noise tool alignment.pptx

Hi [REDACTED], can you please edit as per the attached (slides 2 and 3 only) and send me back images (today)... once I pass this by [REDACTED] we are good to use them.

-----  
Disclaimer

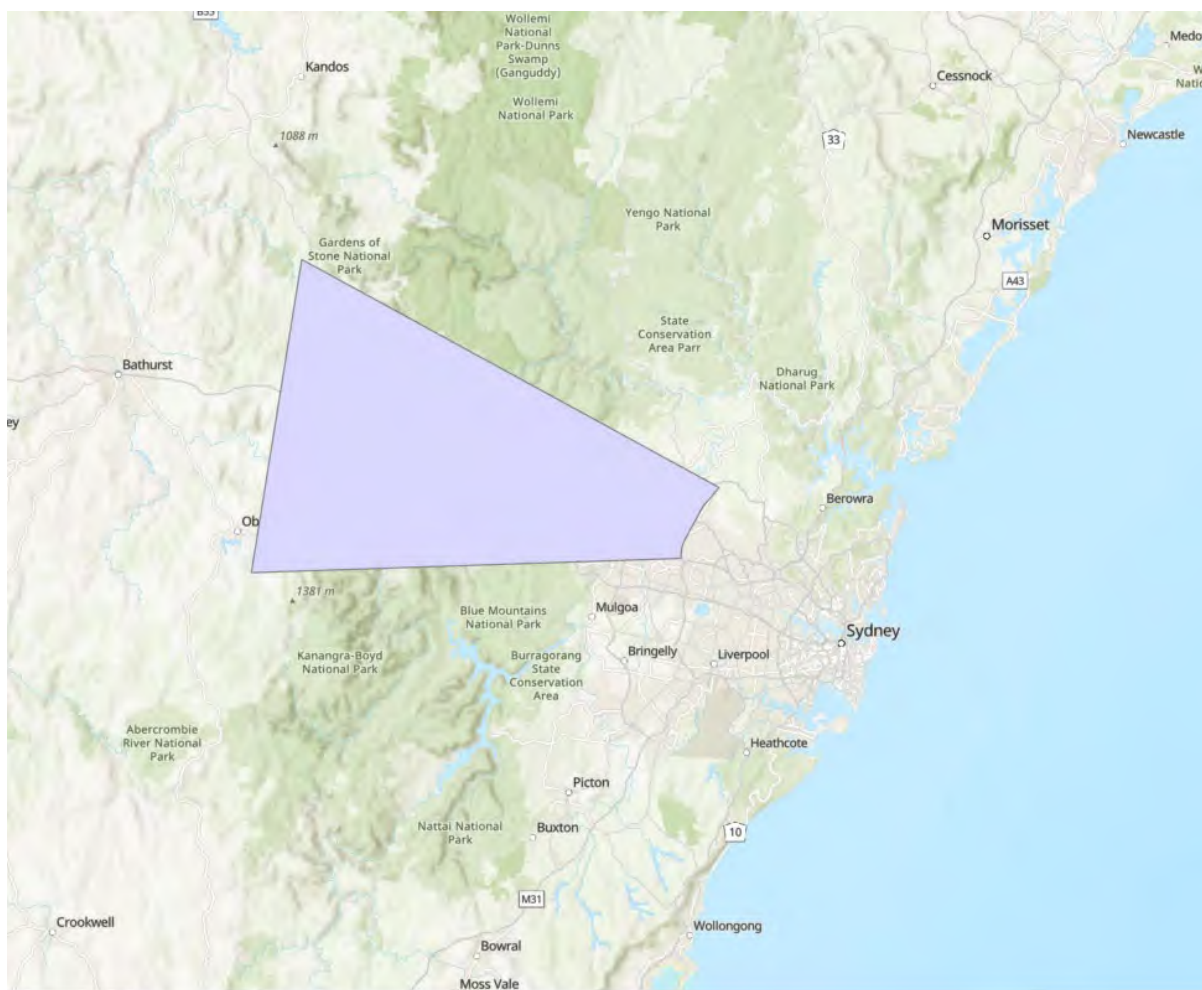
This message has been issued by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties.

If you have received this e-mail in error, please notify the Department on +61 (2) 6274 7111 and delete all copies of this transmission together with any attachments.

-----

### 05 North Non-Jet Departures.geojson



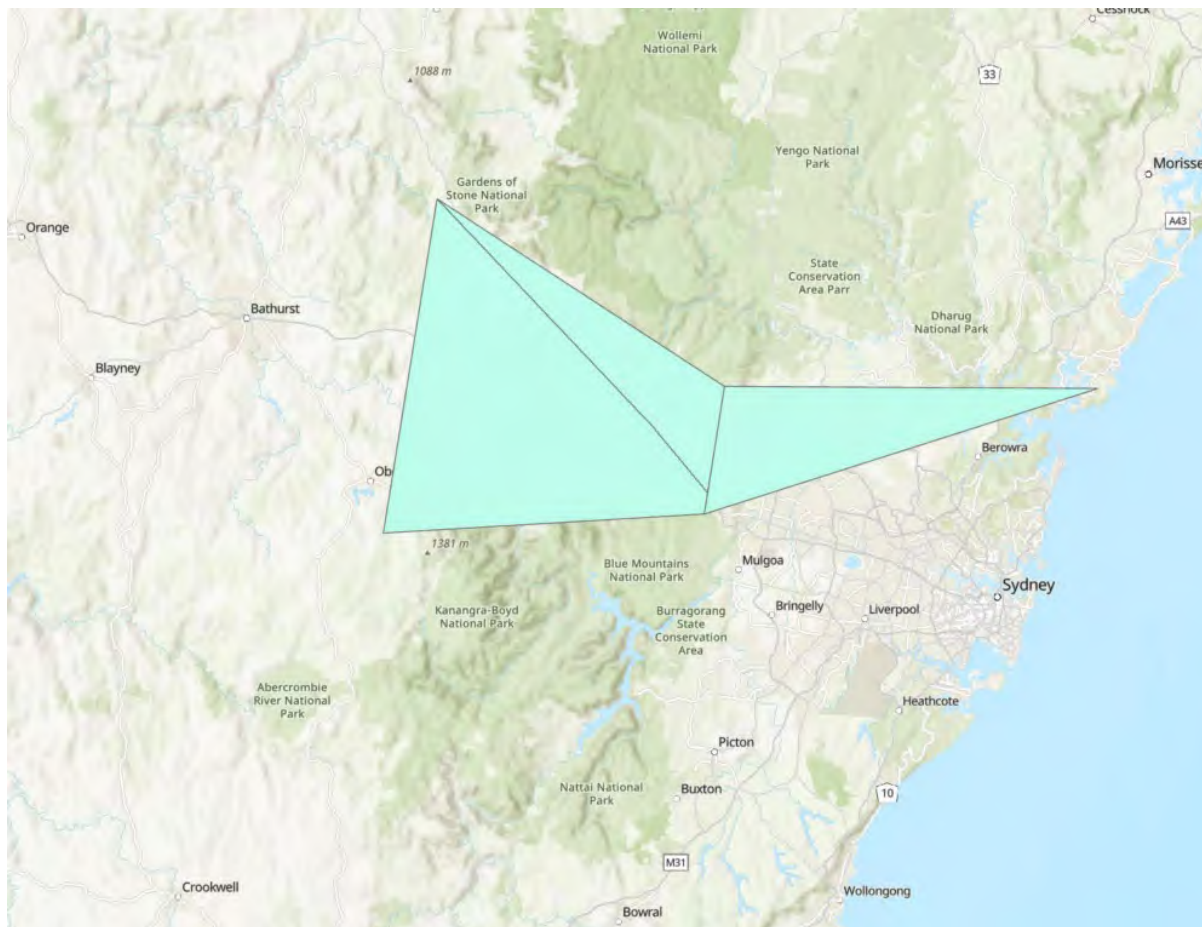
Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

05 South Non-Jet Departures.geojson



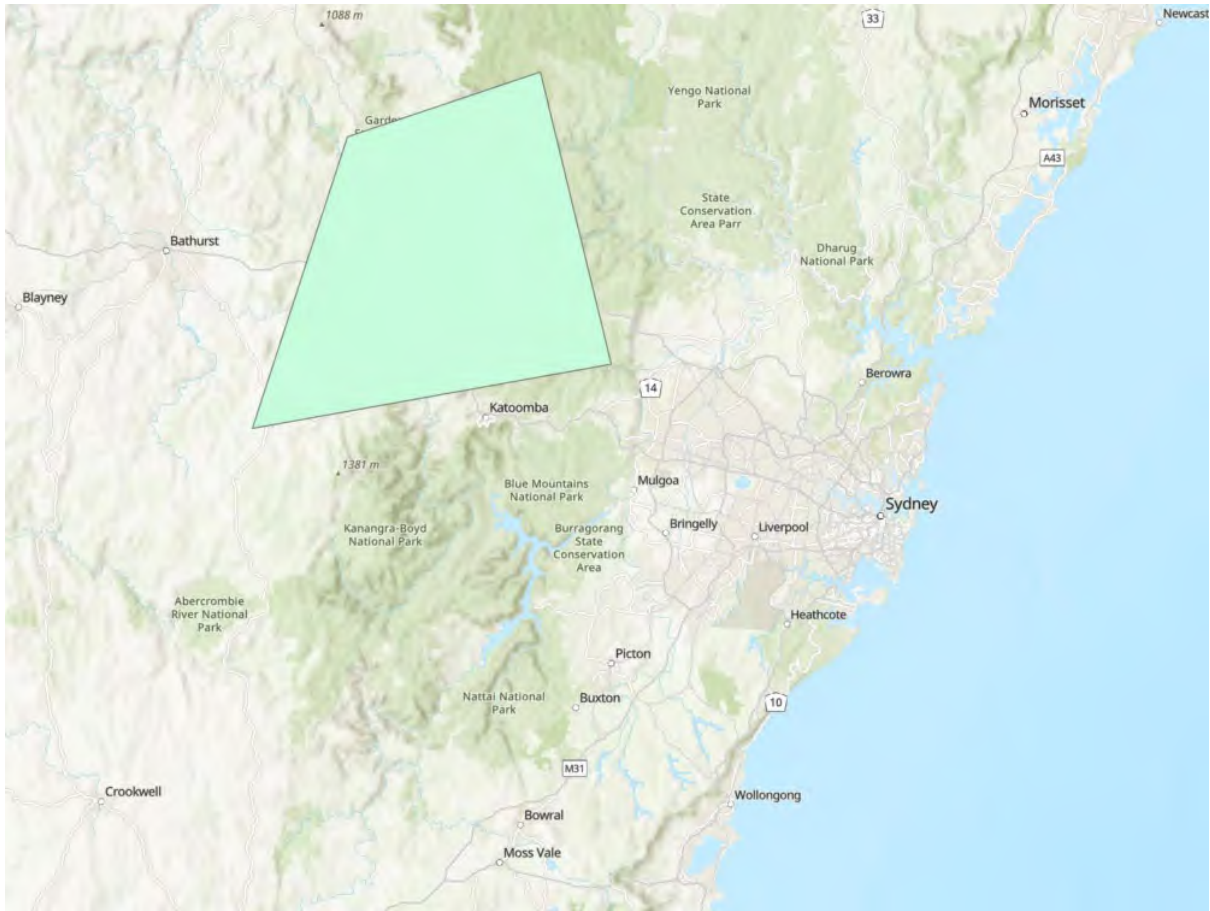
Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

23 North Non-Jet Departures.geojson



Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

23 NW Night Arrivals.geojson



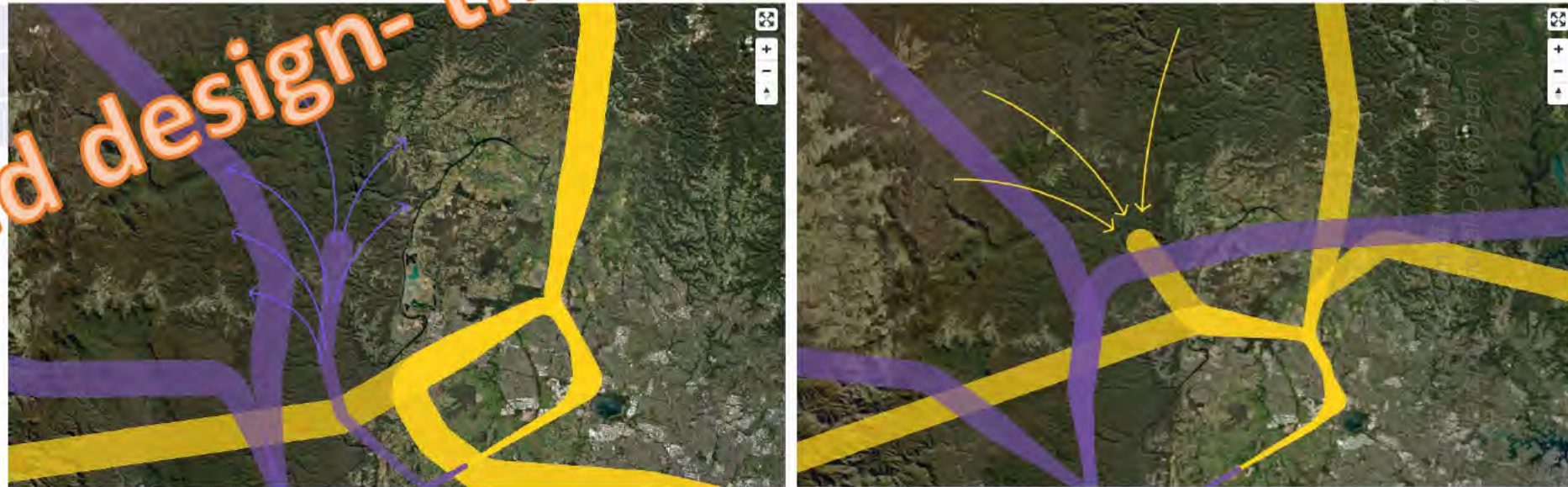
Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

# Display of NJ tracking and "Stub" TBA

ol

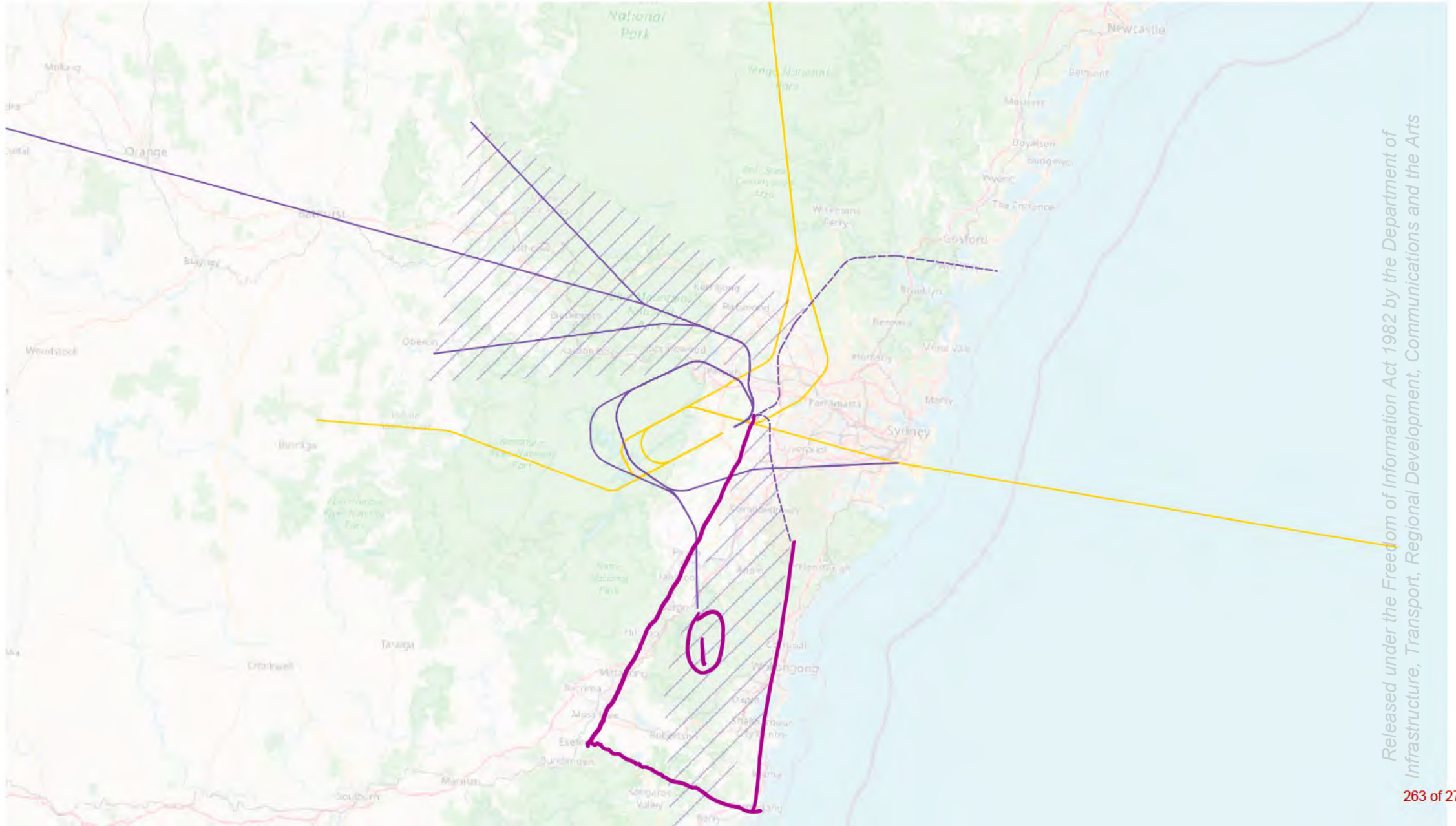
- W.D.05.NJ\_NORTH.V1.3
- W.D.05.NJ\_NORTH\_EAST.V1.72
- W.D.05.NJ\_SOUTH.1.71
- W.D.23.NJ\_NORTH.V1.7
- W.D.23.NJ\_NE.1.71
- W.D.23.NJ\_SOUTH.1.71
- W.A.27.NJ\_NORTH.V1.7

Out dated design- the pickle is retired!

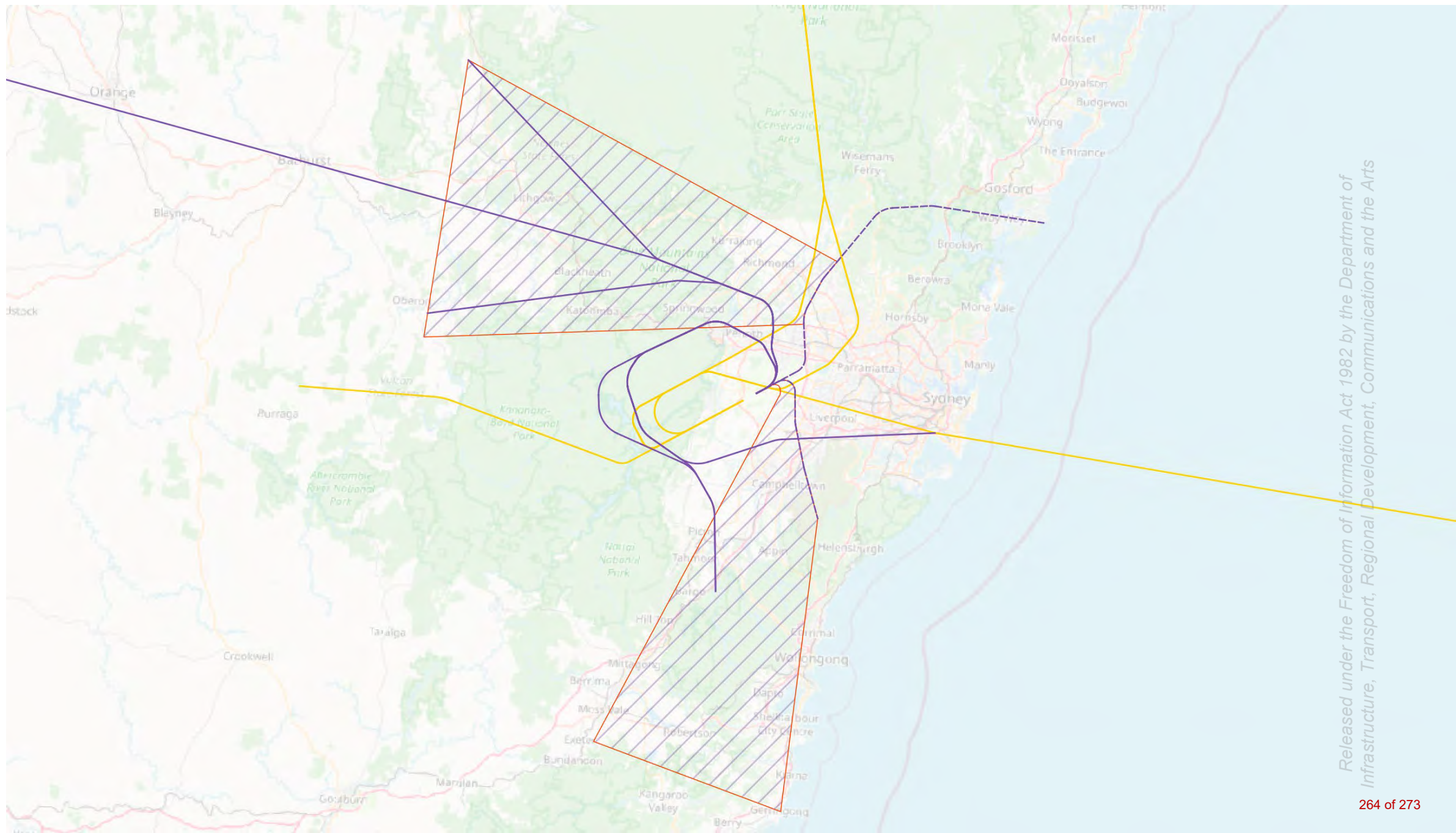




# 05 DAY NJ to the West, North and South (East left on SID)

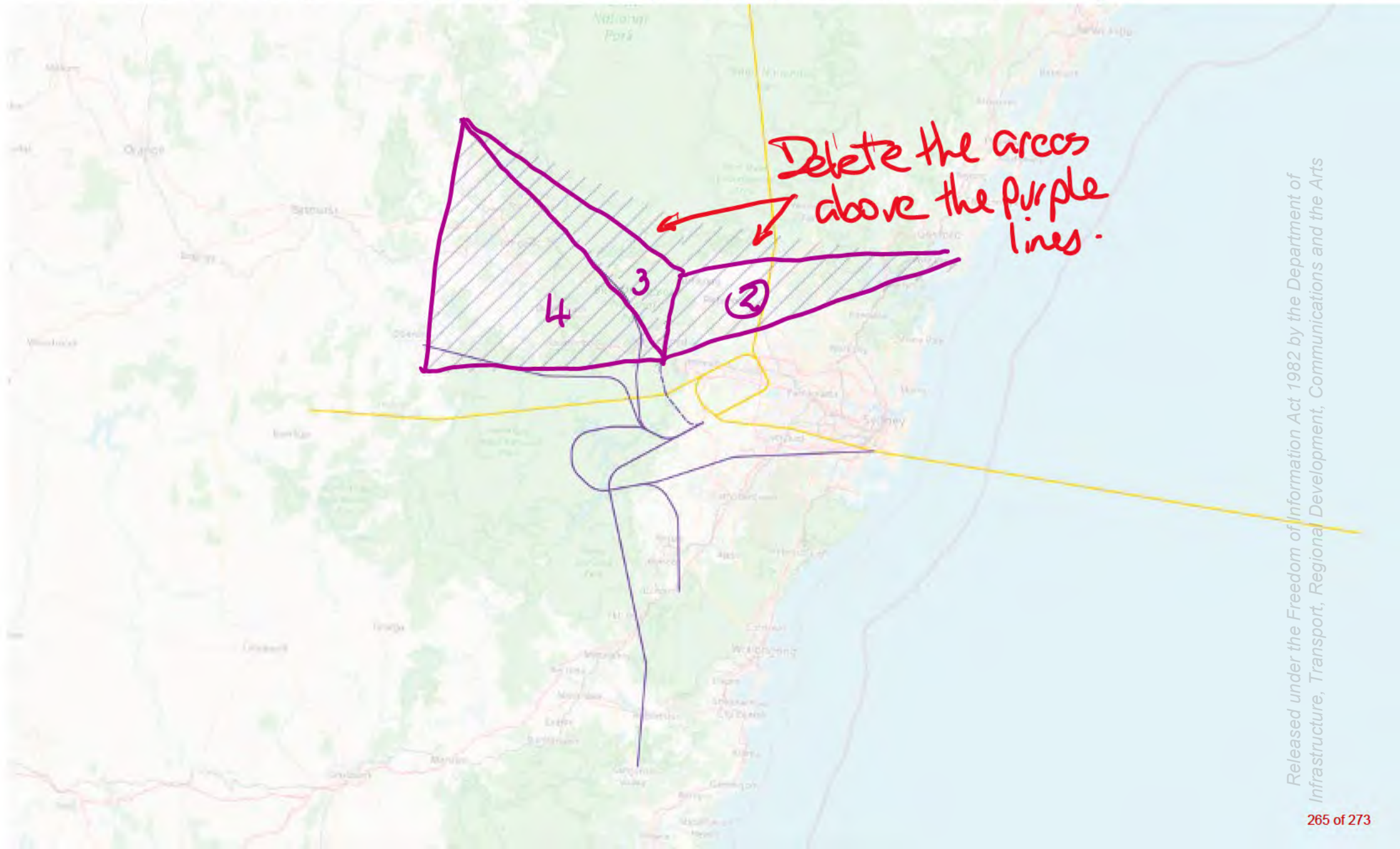


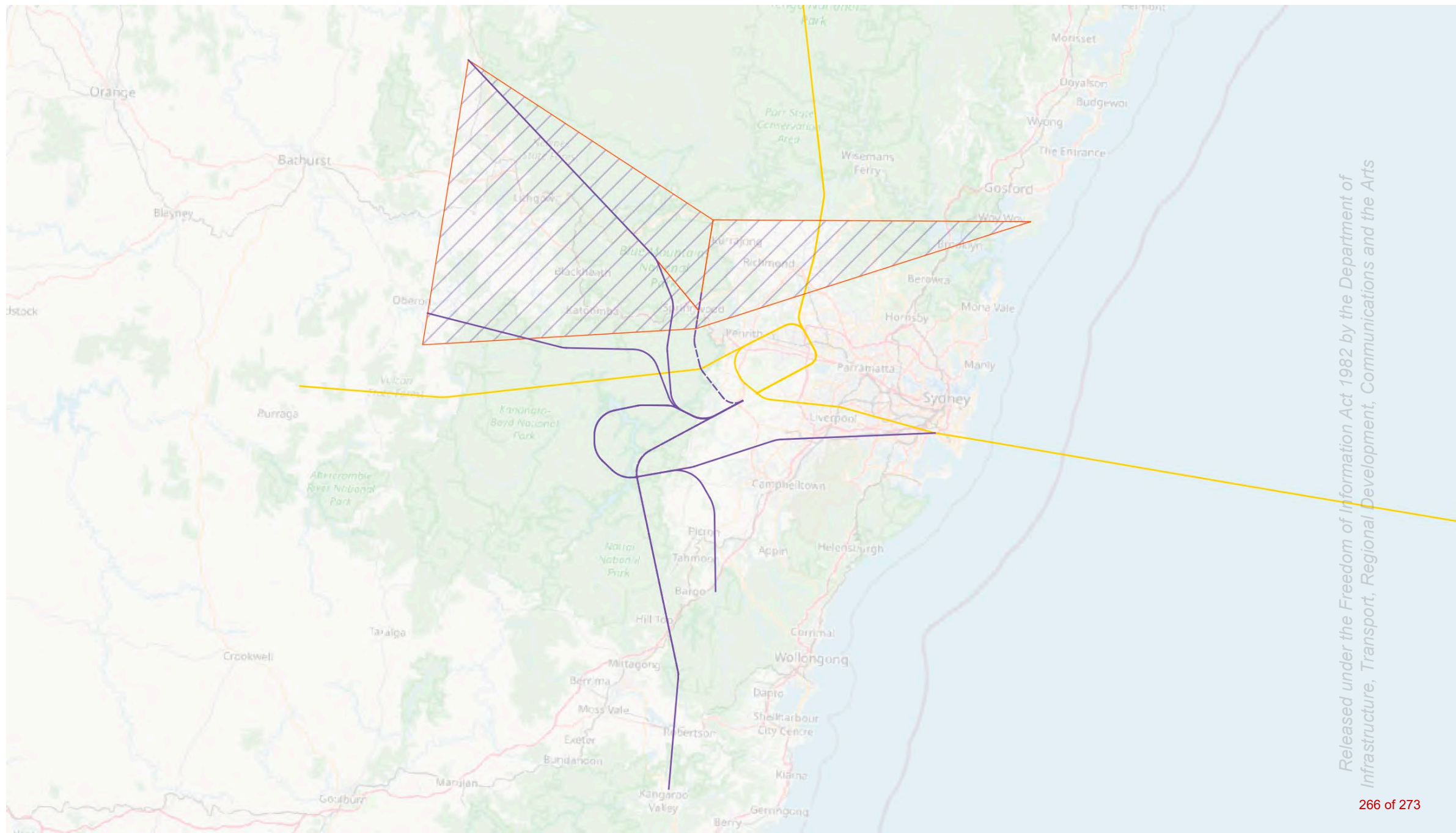
Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts



Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

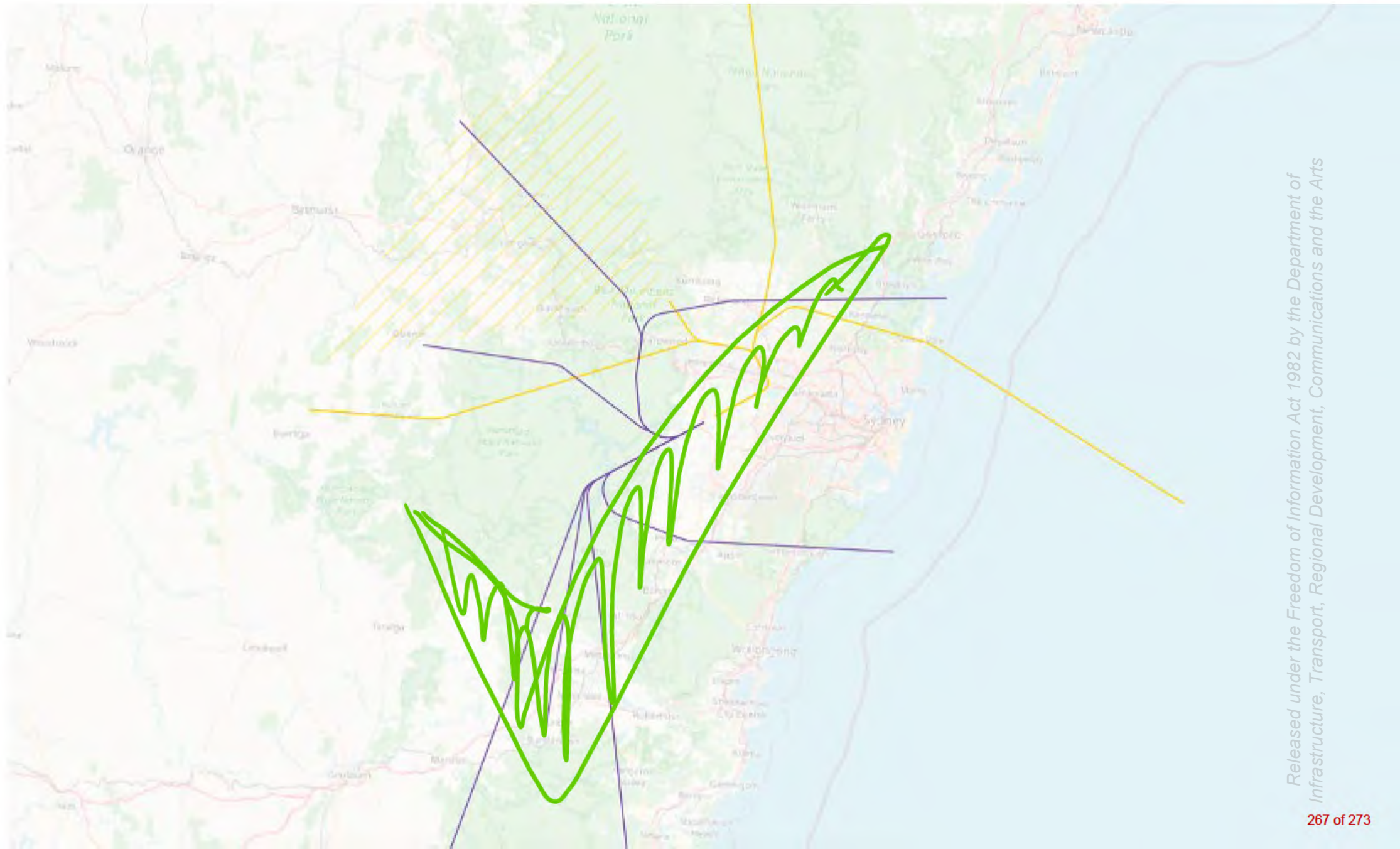
# 23 DAY NJ to the West, North, East (South left on SID)





Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

# 23 NIGHT



**From:** s22(1)(a)(ii)  
**Sent:** Wednesday, 17 May 2023 11:10 AM  
**To:** s47F ; s47F  
**Cc:** WSAprocurement; s47G(1)(a); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s47F  
**Subject:** RE: Pre-testing access to WSI Noise Tool [SEC=OFFICIAL:Sensitive] [SEC=OFFICIAL]  
**Categories:** s22(1)(a)(ii)

OFFICIAL

Hi s47F

Noting this is early testing, and you'll have further opportunities to see more fully featured versions of the tool shortly – maybe easiest to have a quick meeting to run through on screen. We are meeting with To70 this afternoon at 4pm. Would you be free at 1pm or 3.30, We shouldn't need more than 15 minutes.

s22(1)(a)(ii)

OFFICIAL

**From:** s47F  
**Sent:** Tuesday, 16 May 2023 11:46 PM  
**To:** s22(1)(a)(ii); s47F  
**Cc:** WSAprocurement; s47G(1)(a); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii); JANSEN, David; s47F  
**Subject:** RE: Pre-testing access to WSI Noise Tool [SEC=OFFICIAL:Sensitive]

Official: Sensitive

Hi s22(1)(a)(ii)

Thanks for providing this update and the details to access. We do have some feedback on the tool. Is it best to provide that to you via a meeting where we can run through on the screen, or would you prefer written comments?

Thanks

s47F



OFFICIAL: Sensitive

s47F  
s47F

M: s47F

s47F @wsp.com

WSP Australia Pty Limited  
s47G(1)(a)  
Sydney, NSW, 2000  
Australia

[wsp.com/au](http://wsp.com/au)

*WSP acknowledges that every project we work on takes place on First Peoples lands. We recognise Aboriginal and Torres Strait Islander Peoples as the first scientists and engineers and pay our respects to Elders past and present.*

From: s22(1)(a)(ii) @infrastructure.gov.au>  
Sent: Friday, May 12, 2023 5:19 PM  
To: s47F @wsp.com>; s47F @wsp.com>  
Cc: WSAprocurement <WSAprocurement@infrastructure.gov.au>; s47G(1)(a) @wsp.com>; s22(1)(a)(ii) @infrastructure.gov.au>; s22(1)(a)(ii) @infrastructure.gov.au>; s22(1)(a)(ii) @infrastructure.gov.au>; s22(1)(a)(ii) @infrastructure.gov.au>; JANSSEN, David s22(1)(a)(ii) @infrastructure.gov.au>; s47F @wsp.com>  
Subject: Pre-testing access to WSI Noise Tool [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Hi s47F and s47F

At next Monday's Engagement Advisory Group (EAG) meeting we will be advising the group that the testing program for the Aircraft Overflight Noise Tool has been delayed slightly as To70 prioritise settling the data inputs. To70 advise that the test site should be ready the following week, at which point we will release to the broader EAG group for user testing. To70 advise us that this does not impact the final release date of the tool. We will update EAG on this on Monday.

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

However, we are conscious that you are in a good position to provide valuable feedback on the prototype version that we currently have access to. Accordingly, outside of the EAG testing, we are providing you with a login to the current prototype version for you to familiarise yourself with the tool, and provide any early feedback.

At this stage, we would appreciate it if your feedback can focus on general user functionality and messaging. TWG will have an opportunity in the coming weeks to more formally validate the underlying flight path and noise data.

Please note the version of the tool we have access to is very much in prototype. Key features not yet included are:

- An introductory splash screen, explaining how to use the tool, and providing caveats/disclaimers
- All help tool tips need to be upgraded
- Flight path swathes need adjusting in terms of colour and transparency
- Data is not accurate or complete, and some noise metric types are missing
- Address pop-up results for both the flight path and noise modes are only placeholders. We have been working with To70 on mock-ups for result pop-ups to cover the range of different result scenarios. Please see the attached Powerpoint document for draft mock-ups of this. I realise this is difficult to review outside of the noise tool, but we especially appreciate your feedback on these mock-ups, as they will provide the key messaging to users around flight path and noise search results.

We expect that the user testing release of the noise tool will include the above functionality.

I will email each of you the weblink, username and login separately to this email. Please do not distribute the user login and password to anyone else. Please treat the information contained on the noise tool with the same level of security as you would any other sensitive project information.

Happy to discuss your feedback at any time,

Regards

s22(1)  
(a)(ii)

s22(1)(a)(ii)

Assistant Director • Stakeholder Engagement & Regulatory • International Aviation, Technology & Services Division

s22(1)(a)(ii) [@infrastructure.gov.au](mailto:s22(1)(a)(ii)@infrastructure.gov.au)

M s22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

**Department of Infrastructure, Transport, Regional Development, Communications and the Arts**  
**CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS**





*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
I recognise and respect their continuing connection to the land, waters and communities.  
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

**OFFICIAL:Sensitive**

-----  
**Disclaimer**

**This message has been issued by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.**

**Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties.**

**If you have received this e-mail in error, please notify the Department on +61 (2) 6274 7111 and delete all copies of this transmission together with any attachments.**

-----

NOTICE: This communication and any attachments ("this message") may contain information which is privileged, confidential, proprietary or otherwise subject to restricted disclosure under applicable law. This message is for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on, this message is strictly prohibited. If you have received this message in error, or you are not an authorized or intended recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

**From:** s22(1)(a)(ii)  
**Sent:** Monday, 14 August 2023 5:33 PM  
**To:** s22(1)(a)  
**Cc:** s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii)  
**Subject:** RE: Noise Tool update [SEC=OFFICIAL:Sensitive]

OFFICIAL:Sensitive

Thanks, I'll ask s22(1)(a)(ii) to find some time tomorrow.

OFFICIAL:Sensitive

**From:** s22(1)(a)(ii)  
**Sent:** Monday, 14 August 2023 5:29 PM  
**To:** JANSEN, David  
**Cc:** s22(1)(a)(ii); s22(1)(a)(ii)  
**Subject:** Noise Tool update [SEC=OFFICIAL:Sensitive]

OFFICIAL:Sensitive

Hi David

An update following this afternoon's meeting with To70 on the Noise Tool:



s47G(1)(a)

s47G(1)(a)



Kind regards

s22(1)(a)  
(ii)

Director • Stakeholder Engagement and Regulatory • Western Sydney Regulatory Policy Branch  
International Aviation, Technology and Services Division

s22(1) [@infrastructure.gov.au](mailto:s22(1)(a)(ii)@infrastructure.gov.au)

P +61 2 6274 s22(1)(a) M s22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

**Department of Infrastructure, Transport, Regional Development, Communications and the Arts**  
**CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS**

[infrastructure.gov.au](http://infrastructure.gov.au)



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.  
I recognise and respect their continuing connection to the land, waters and communities.  
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

OFFICIAL: Sensitive