

Schedule 3 – Operator Management

1 DEVELOPMENT AND TRANSITION MANAGER

- (a) **(Appointment):** The Operator must appoint the Development and Transition Manager.
- (b) **(Duration):** The Development and Transition Manager must be engaged for the whole of the period commencing on the date of this Agreement and ending on the date which is 6 Months after the Operational Commencement Date (**Development and Transition Manager Appointment Period**).
- (c) **(Dual role):** The role of the Development and Transition Manager may be performed by the same person who performs the role of the Operations Manager.
- (d) **(Contact):** Without limiting Clause 5.4 of this Agreement, the Operator must ensure that the Development and Transition Manager is available to the State as and when required during the Development and Transition Manager Appointment Period.
- (e) **(Presence):** The Operator must ensure that, during the Development and Transition Manager Appointment Period, the Development and Transition Manager is present at the Site at such times as are necessary to ensure that the Operator is complying with its obligations in accordance with this Agreement and upon reasonable request by the State Representative.
- (f) **(Reporting):** The Development and Transition Manager must report directly to the Operator Representative.
- (g) **(Replacement):** The Operator may only replace the Development and Transition Manager if any such replacement has the prior approval of the State (which must not be unreasonably withheld) and if the replacement meets the requirements for the Development and Transition Manager in this Agreement.
- (h) **(Employee of the Operator):** The Development and Transition Manager must be an officer or employee of the Operator or a Related Body Corporate of the Operator and, without limiting Sections 1(a) to 1(e) of this Schedule 3, must be employed to perform the Services on a full-time basis during the Development and Transition Manager Appointment Period.
- (i) **(Skills and authority):** The Operator must ensure that at all times during his or her appointment, the Development and Transition Manager:
 - (i) is appropriately technically qualified;
 - (ii) has sufficient experience and skills to undertake the role of Development and Transition Manager;
 - (iii) has a detailed knowledge of the Services; and
 - (iv) has the authority to perform his or her role and duties and discharge his or her obligations in accordance with Section 1(j) of this Schedule 3 and elsewhere in this Agreement.
- (j) **(Duties during the Development and Transition Manager Appointment Period):** The Operator must ensure that the Development and Transition Manager performs the duties of the Development and Transition Manager in accordance with this Agreement, including to:
 - (i) attend regular co-ordination meetings with the State Representative and Project Co when convened by Project Co;
 - (ii) attend the testing and commissioning of the DBFM Works;
 - (iii) co-ordinate and oversee the installation and commissioning of all State FF&E, including Operator Systems;
 - (iv) liaise with the State and Project Co in relation to State Operational Commissioning;
 - (v) liaise and co-ordinate with the State and Project Co in relation to the Pre-Operational Services;

- (vi) co-ordinate the Operator's role and resources in the delayed design aspects of the Project Agreement;
- (vii) co-ordinate the development of Plans and all communications with the State in connection with the Services;
- (viii) examine the Plans prior to submission to the State Representative in accordance with Schedule 2 (Review Procedures), for errors, omissions, inconsistencies and discrepancies and take all steps to ensure they are rectified;
- (ix) certify all Plans prior to submission to the State as complying with the relevant requirements of this Agreement including Schedule 7 (Pre-Operational Services Specifications) and Schedule 8 (Services Specifications); and
- (x) liaise and co-ordinate with the State and Project Co in relation to the provision of training in accordance with Clause 13 of this Agreement

2 OPERATIONS MANAGER

- (a) **(Appointment):** The Operator must ensure an Operations Manager is engaged for the whole of the period commencing on and from the date which is 6 Months prior to the Operational Commencement Date until the Expiry Date (**Operations Manager Appointment Period**).
- (b) **(Dual role):** The role of the Operations Manager may be performed by the same person who performs the role of the Development and Transition Manager.
- (c) **(Contact):** Without limiting Clause 5.4(b) of this Agreement, the Operator must ensure that the Operations Manager is available to the State as and when required during the Operations Manager Appointment Period.
- (d) **(Presence):** The Operator must ensure that, during the Operations Manager Appointment Period, the Operations Manager is present at the Site at such times as are necessary to ensure that the Operator is complying with its obligations in accordance with this Agreement and upon reasonable request by the State Representative.
- (e) **(Reporting):** The Operations Manager must report directly to the Operator Representative.
- (f) **(Replacement):** The Operator may only replace the Operations Manager if any such replacement has the prior approval of the State (which must not be unreasonably withheld) and if the replacement meets the requirements of this Agreement.
- (g) **(Employee of the Operator):** The Operations Manager must be an officer or employee of the Operator or a Related Body Corporate of the Operator and, without limiting Sections 2(a) to 2(e) of this Schedule 3, must be employed to perform the Services on a full-time basis during the Operations Manager Appointment Period.
- (h) **(Skills and authority):** The Operator must ensure that at all times during his or her appointment, the Operations Manager has:
 - (i) the authority to perform his or her role and duties and discharge his or her obligations in accordance with Section 2(i) of this Schedule 3 and elsewhere in this Agreement; and
 - (ii) a detailed knowledge of the Services and sufficient experience and skills to undertake the role of Operations Manager.
- (i) **(Duties during Operations Manager Appointment Period):** The Operator must ensure that the Operations Manager performs the duties of the Operations Manager in accordance with this Agreement, including to:
 - (i) convene and attend regular co-ordination, Event briefing and Event debriefing meetings with Project Co;
 - (ii) co-ordinate Modifications during the Operating Phase in accordance with Clause 24 of this Agreement and otherwise in accordance with this Agreement;

- (iii) manage the performance of the Safety Management Services (as set out in Schedule 8 (Services Specifications));
- (iv) co-ordinate the development and implementation of Plans, and all communications with the State in connection with Services Specifications;
- (v) examine the Plans prior to submission to the State Representative in accordance with Schedule 2 (Review Procedures), for errors, omissions, inconsistencies and discrepancies and take all steps to ensure they are rectified;
- (vi) certify all Plans prior to submission to the State as complying with the relevant requirements of this Agreement including the Services Specification; and
- (vii) manage the Operator's obligations prior to and upon the Expiry Date including under Clause 33 of this Agreement.

3 CONTRACT MANAGEMENT TEAM

- (a) **(Establishment)**: The parties will establish a team consisting of:
 - (i) the State Representative;
 - (ii) two or more other representatives of the State notified by the State to the Operator from time to time;
 - (iii) the Operator Representative;
 - (iv) two other representatives of the Operator nominated by the Operator to the State from time to time; and
 - (v) such other members as the parties may agree from time to time, (together the **Contract Management Team**).
- (b) **(Chair of meetings)**: The State Representative will chair Contract Management Team meetings.
- (c) **(Appointment of delegates)**: The members of the Contract Management Team may, by notice to the other members of the Contract Management Team, appoint a delegate to:
 - (i) attend any Contract Management Team meetings in their absence; and
 - (ii) otherwise discharge their responsibilities in accordance with this Section 3 of this Schedule 3,

and, in each case, the member appointing the delegate must ensure that the delegate is duly authorised to perform the function of the member.
- (d) **(Duties)**: The duties of the Contract Management Team will be to:
 - (i) monitor compliance with this Agreement;
 - (ii) endeavour to resolve any matters referred to the Contract Management Team by a party, including any Disputes referred to the Contract Management Team in accordance with Clause 34 of this Agreement;
 - (iii) review all progress reports provided by the Operator and its Subcontractors; and
 - (iv) discuss and consider any other issues in connection with the Services.
- (e) **(Meetings)**: The Contract Management Team:
 - (i) will meet Monthly during the Term;
 - (ii) conduct its meetings in the manner agreed by its members from time to time; and
 - (iii) may invite a representative from Project Co to attend its meetings.
- (f) **(Meeting agendas)**: The State Representative must determine the agenda for each meeting referred to in Section 3(e) of this Schedule 3 and in determining each agenda the State Representative:

- (i) subject to Section 3(f)(ii) of this Schedule 3, must include any items notified to it in writing by the Operator and received no later than 2 Business Days prior to the date of the meeting; and
 - (ii) is not required to include any item proposed by the Operator if, in the State Representative's reasonable opinion, the matters to which the item relates do not fall within or relate to the duties of the Contract Management Team.
- (g) **(Monthly reports and plans):** The Operator must, by no later than 5 Business Days before each meeting of the Contract Management Team convened in accordance with Section 3(e)(i) of this Schedule 3, give each member of the Contract Management Team:
- (i) during the Operating Phase, the most recent Monthly Performance Report provided to the State and the Monthly Services Plan prepared in accordance with Schedule 8 (Services Specifications); and
 - (ii) any other document required to be presented to the Contract Management Team in accordance with this Agreement.
- (h) **(Minutes):** The State will take minutes of each Contract Management Team meeting and distribute such minutes prior to the next Contract Management Team meeting.
- (i) **(Other attendees):** The State may require that the Operator procure the attendance of senior representatives of any Operator Associate at any meeting of the Contract Management Team and the Operator must comply with any such requirement.
- (j) **(Project Co contract management team):** If required by the State, a representative of the Operator from the Contract Management Team must attend meetings of the contract management team established under the Project Agreement.
- (k) **(Advisory only):** Subject to Section 3(d)(ii) of this Schedule 3, the role of the Contract Management Team is advisory only and its decisions or recommendations are not binding on the parties.
- (l) **(Rights and obligations unaffected):** The parties' involvement in the Contract Management Team does not affect their respective rights and obligations in accordance with this Agreement.
- (m) **(No restriction):** The Contract Management Team will not have any power to require any of the parties, a State Associate or an Operator Associate to act or refrain from acting in any way.
- (n) **(No reliance or Claim):** Neither the State nor the Operator will be entitled to make any Claim against any member of the Contract Management Team in connection with anything which any such member does or fails to do in his or her capacity as a member of the Contract Management Team.
- (o) **(Other meetings):** If requested by the State, the Operator must ensure that appropriate personnel are available to attend meetings convened by the State.

4 COMMUNICATIONS WORKING GROUP

- (a) **(Establishment):** The parties will establish a team consisting of:
- (i) the State Representative;
 - (ii) two or more other representatives of the State notified by the State to the Operator from time to time;
 - (iii) the Operator Representative;
 - (iv) two other representatives of the Operator nominated by the Operator to the State from time to time; and
 - (v) such other members as the parties may agree from time to time, (together the **Communications Working Group**).

- (b) **(Chair of meetings):** The State Representative will chair Communications Working Group meetings.
- (c) **(Appointment of delegates):** The members of the Communications Working Group may, by notice to the other members of the Communications Working Group, appoint a delegate to:
- (i) attend any Communications Working Group meetings in their absence; and
 - (ii) otherwise discharge their responsibilities in accordance with this Section 4 of this Schedule 3,
- and, in each case, the member appointing the delegate must ensure that the delegate is duly authorised to perform the function of the member.
- (d) **(Duties):** The duties of the Communications Working Group will be to:
- (i) monitor communications activities related to this Agreement and the Services;
 - (ii) manage and coordinate planned communications activities related to this Agreement and the Services;
 - (iii) monitor compliance with the Communications and Marketing Plan;
 - (iv) endeavour to resolve any matters referred to the Communications Working Group by a party; and
 - (v) discuss and consider any other issues in connection with the Communications and Marketing Services (as set out in Schedule 8 (Services Specifications)).
- (e) **(Meetings):** The Communications Working Group:
- (i) will meet Monthly during the Term;
 - (ii) conduct its meetings in the manner agreed by its members from time to time; and
 - (iii) may invite a representative from Project Co or a representative from Users to attend its meetings.
- (f) **(Meeting agendas):** The State Representative must determine the agenda for each meeting referred to in Section 4(e) of this Schedule 3 and in determining each agenda the State Representative:
- (i) subject to Section 4(f)(ii) of this Schedule 3, must include any items notified to it in writing by the Operator and received no later than 2 Business Days prior to the date of the meeting; and
 - (ii) is not required to include any item proposed by the Operator if, in the State Representative's reasonable opinion, the matters to which the item relates do not fall within or relate to the duties of the Communications Working Group.
- (g) **(Minutes):** The State will take minutes of each Communications Working Group meeting and distribute such minutes prior to the next Communications Working Group meeting.
- (h) **(Other attendees):** The State may require that the Operator procure the attendance of senior representatives of any Operator Associate at any meeting of the Communications Working Group and the Operator must comply with any such requirement.
- (i) **(Advisory only):** The role of the Communications Working Group is advisory only and its decisions or recommendations are not binding on the parties.
- (j) **(Rights and obligations unaffected):** The parties' involvement in the Communications Working Group does not affect their respective rights and obligations in accordance with this Agreement.
- (k) **(No restriction):** The Communications Working Group will not have any power to require any of the parties, a State Associate or an Operator Associate to act or refrain from acting in any way.

- (l) **(No reliance or Claim):** Neither the State nor the Operator will be entitled to make any Claim against any member of the Communications Working Group in connection with anything which any such member does or fails to do in his or her capacity as a member of the Contract Management Team.
- (m) **(Other meetings):** If requested by the State, the Operator must ensure that appropriate personnel are available to attend meetings convened by the State.