

# NSW ICAC EXHIBIT

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## **Schedule 21: RailCorp Rules and Procedures**

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The RailCorp Rules and Procedures include:

- the NSW Government "Code of Practice for Procurement" (including all guidelines relating to the engagement of apprentices);
- the RailCorp Code of Conduct;
- RailCorp's Statement of Business Ethics;
- SMS-01-PO-0126 Safety Policy;
- SMS-01-SD-0018 SMS Description;
- SMS-02-SR-0121 Safety Governance;
- SMS-03-SR-0213 Legislative and Regulatory Requirements;
- SMS-06-SR-0142 Security;
- SMS-07-SR-0105 Planning;
- SMS-08-SR-0152 Asset Lifecycle Management;
- SMS-09-SR-0151 Configuration Management;
- SMS-11-SR-0123 Safety Training and Competence;
- SMS-12-SR-1363 Engineering Standards;
- SMS-14-SR-0124 Interface Management;
- SMS-20-SR-1443 Managing Fatigue;
- Safety Specification for Supply of Goods;
- Safety Specification for Contractors;
- Environmental Management Specification for Supply of Goods;
- Environmental Management Specification for Contractors;
- RailCorp Drug and Alcohol Policy;
- RailCorp Train Operating Conditions;
- RailCorp Train Operations Manual; and
- RailCorp Network Rules.

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**Schedule 23: Definitions and acronyms**

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## 1.1 Definitions

Term	Definition
<b>Access Licence</b>	means the licence entered into by the parties in accordance with clause 4.7 (a)(ii) of the L3C Agreement.
<b>Accreditation</b>	means accreditation (including provisional accreditation) under Division 1 of Part 3 of the Rail Safety Act (or an exemption from same).
<b>Adjustment Pool</b>	means the pool established for the relevant Performance Adjustment and Gain/Pain Share Adjustments as described in Schedule 20 to the L3C Agreement.
<b>Applicable Cure Period</b>	has the meaning given in clause 33.2(a)(iii) of the L3C Agreement.
<b>Approval</b>	means any licence, permit, consent, approval, determination certificate or exemption from or by any Authority.
<b>Associate</b>	means, in relation to a person, any Related Body Corporate of that person and any officer, employee, agent, contractor, consultant, nominee, licensee, invitee or advisor of that person or that Related Body Corporate and:  (a) in the case of the L3C Contractor, includes the Subcontractors, and their respective Associates (but does not include RailCorp or any of its Associates); and  (b) in the case of RailCorp, does not include the L3C Contractor or its Associates.
<b>Authority</b>	means any government or government department, local government, council, government or statutory authority, administrative or judicial body or tribunal, agency, minister, statutory corporation or instrumentality or any person (whether autonomous or not) who is charged with the administration of a Law which has a right to give any consent or impose any requirements in respect to the subject matter of the L3C Agreement including RailCorp in its capacity as a government agency.
<b>Availability Incentive</b>	means the amount calculated in accordance with clause 3 of Schedule 20 to the L3C Agreement.
<b>Base Availability Payment</b>	means the amount specified as the "Base Availability Payment" in Annexure 2 to Schedule 20 to the L3C Agreement.

Term	Definition
<b>RailCorp Rules and Procedures</b>	means the RailCorp policies, rules, standards, specifications, procedures, and instructions listed in Schedule 21 to the L3C Agreement (as amended from time to time).
<b>RailCorp Software</b>	means the software used by RailCorp in connection with the L3C Services, L3C Inventory or otherwise in connection with the subject matter to the L3C Agreement as specified in the SPTR or notified by RailCorp to the L3C Contractor from time to time.
<b>RailCorp Works</b>	means works carried out by RailCorp, or RailCorp's Associates, in the Project Shop.
<b>RailCorp Works Program</b>	<p>means a program setting out in reasonable detail the:</p> <ul style="list-style-type: none"> <li>(a) RailCorp Works that RailCorp anticipates it will carry out during the relevant period shown in that program;</li> <li>(b) proposed start date and finish date for those RailCorp Works;</li> <li>(c) whether RailCorp, or one of RailCorp's Associates, will be carrying out those RailCorp Works;</li> <li>(d) estimated number of people that will require access to the Project Shop to carry out those RailCorp Works;</li> <li>(e) shift hours at which those RailCorp Works will be carried out;</li> <li>(f) number of parking spaces that RailCorp requires in connection with those RailCorp Works; and</li> <li>(g) number of Cars or Components that the L3C Contractor must move through the Site to the Project Shop in connection with those RailCorp Works.</li> </ul>
<b>RCTI</b>	has the meaning given in clause 24.3(a) of the L3C Agreement.
<b>RCTI supply</b>	has the meaning given in clause 24.3(a) of the L3C Agreement.
<b>Recall Cure Plan</b>	means a plan provided by the L3C Contractor in accordance with clause 18.7(c) of the L3C Agreement describing the actions and measures which the L3C Contractor will diligently pursue to remedy the recall of the L3C Inventory.
<b>Recipient</b>	has the meaning given in clause 27.1(d) of the L3C Agreement.
<b>Reference Documents</b>	means those documents listed in Schedule 18 to the L3C Agreement.