



Roles and Responsibilities Agreement

The Crown in right of the State of New South Wales acting through the Department of Planning, Industry and Environment (DPIE Water)

and

The Crown in right of the State of New South Wales acting through the Natural Resources Access Regulator (NRAR)

and

The Crown in right of the State of New South Wales acting through the Water Administration Ministerial Corporation (WAMC)

and

Water NSW (WaterNSW)

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Agreement made at Sydney on the Commencement Date (as defined in this Agreement)

Parties

The Crown in right of the State of New South Wales acting through the Department of Planning, Industry and Environment ABN 20 770 707 468, 4 Parramatta Square, 12 Darcy Street, Parramatta, NSW, 2150 (**DPIE Water**)

The Crown in right of the State of New South Wales acting through the Natural Resources Access Regulator ABN 94 426 785 505, 4 Parramatta Square, 12 Darcy Street, Parramatta, NSW, 20150 (**NRAR**)

The Crown in right of the State of New South Wales acting through the Water Administration Ministerial Corporation ABN 32 471 530 421, 4 Parramatta Square, 12 Darcy Street, Parramatta, NSW, 2150 (**WAMC**)

Water NSW ABN 21 147 934 78, Level 14, 169 Macquarie Street, Parramatta, NSW, 2150 (**WaterNSW**)

Background

- A. In April 2016, the NSW Cabinet endorsed the implementation of the Water Transformation Project that took effect on 1 July 2016 and resulted in the transfer of certain staff, functions under the NSW Water Legislation and assets from the Former DPI Water to WaterNSW.
- C. In September 2016, WaterNSW and the Former DPI Water (now DPIE Water) entered into the Deed of Business Transfer to perform the functions, exercise the powers and discharge certain responsibilities arising under the Deed of Business Transfer in complementary ways.
- D. With effect from 30 April 2018, the Deed of Business Transfer was varied to account for a number of changes to the legal and regulatory environment in which the parties were operating, including to achieve a functional realignment of certain roles and responsibilities that would be transferred to NRAR (pursuant to the NRAR Act) following its creation on or around that date.
- E. This Agreement replaces the Deed of Business Transfer and articulates the Roles and Responsibilities of each party in the discharge of their respective functions under the NSW Water Legislation and the Operating Licence.
- G. The parties enter into this Agreement to achieve the Purpose and agree to perform their respective Roles and Responsibilities in complementary ways in accordance with the terms of this Agreement.

Agreed terms

1. Meaning and interpretation

1.1 Definitions

In this Agreement (including the Background), unless the context indicates otherwise, the terms below have the following meaning:

Additional Services has the same meaning as in clause 2.4(c).

Agreement means this agreement, comprising the agreed terms, the Schedules and each Approved Services Schedule.

Approved Services Schedule has the same meaning as in clause 5.5(b).

Authorised Person in respect of a party means:

- (a) as at the Commencement Date, the person listed in clause 10(d); or
- (b) any other person from time to time appointed by a party to be its Authorised Person (in substitution of the person listed in clause 10(d), which appointment will be made by that party giving Notice of such appointment to each other party).

Business Day means any day other than a Saturday, Sunday, or public holiday in New South Wales.

Chief Executive Group means the group established under clause 3.1.

Commencement Date means the date this Agreement is executed by the last party to sign this Agreement.

Commonwealth Government Agency has the same meaning as "Agency" in section 7 of the *Public Service Act 1999* (Cth).

Commonwealth Water Legislation includes the *Water Act 2007* (Cth), the *Water Regulations 2008* (Cth), and the *Basin Plan 2012* made under the *Water Act 2007* (Cth).

Conferred Functions means the functions conferred upon WaterNSW by Schedule A of the Operating Licence.

Confidential Information of a party means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential;
- (b) has been designated as confidential by a party acting reasonably and in accordance with this Agreement having regard to the Purpose;
- (c) is capable of protection at common law or equity as confidential information; or
- (d) is derived or produced partly from the information in paragraphs (a), (b) or (c) above,

but does not include this Agreement or information that:

- (e) is in the public domain, or was known to the recipient of the information at the time of disclosure other than through breach of this Agreement;
- (f) is independently known or developed by the party receiving the information other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person; or
- (g) is required by Law to be disclosed.

Data has the same meaning as in clause 7.1(a)(i).

Data Sharing Agreement means:

- (a) as at the Commencement Date, each of the agreements set out Schedule 3; and
- (b) any document titled "Data Sharing Agreement" (or similar title) that may be entered into between any of the parties from time to time during the Term in accordance with clause 7.1(c).

Deed of Business Transfer means the agreement between the Former DPI Water (now DPIE Water) and WaterNSW entered into in September 2016, as varied or extended from time to time.

Dispute means a dispute or difference that arises in relation to this Agreement or its subject-matter between two or more parties to this Agreement.

DoI Service Provision Deed means the deed entered into between the Former DPI Water (now DPIE Water) and WaterNSW dated 1 July 2016 for the provision of certain services by DPIE Water to WaterNSW.

DPIE Water Services means, as at the Commencement Date, each of the following services performed by DPIE Water:

- (a) infrastructure as a service;
- (b) network as a service;
- (c) software as a service (sole use applications);
- (d) software as a service (shared applications);
- (e) software as a service (generic enterprise arrangements); and
- (f) data hosting and availability,

and any other services set out in an Approved Services Schedule that the parties may agree to be DPIE Water Services from time to time during the Term.

Draft Tranche 2 Agreement means the draft of the proposed agreement between DPIE Water and WaterNSW (that was signed by DPIE Water on 10 July 2020 but has not been signed by WaterNSW) in respect of 2,138 parcels of land (**Tranche 2 Parcels**).

Former DPI Water means the Department of Primary Industries Water (now DPIE Water) within the former Department of Industry, Skills and Regional Development (now DPIE).

IPART means the NSW Independent Pricing and Regulatory Tribunal.

Law means the common law and any legislation of the Parliament of the Commonwealth of Australia, of any State or Territory of the Commonwealth of Australia, or of any other jurisdiction in force at any time and any rule, regulation, ordinance, by-law, statutory instrument, order or notice at any time made under that legislation and, in each case, any consolidations, amendments, re-enactments and replacement.

Legacy Service Deeds means the Deed of Business Transfer, the DoI Service Provision Deed and the WaterNSW Service Provision Deed.

Minister means the Minister administering the *Water Management Act 2000* (NSW).

Notice means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communication one party gives to another party in writing under this Agreement.

NSW Government Agency means those agencies listed in Schedule 1 of the *Government Sector Employment Act 2013* (NSW).

NSW Water Legislation includes the *Water Management Act 2000* (NSW), the *Water Act 1912* (NSW), the *New South Wales – Queensland Border Rivers Act 1947* (NSW) and the *Water NSW Act 2014* (NSW) and statutory instruments made under those Acts.

NRAR Act means the *Natural Resources Access Regulator Act 2017* (NSW).

Operating Licence means any Operating Licence granted to WaterNSW at any time pursuant to section 11 of the *Water NSW Act 2014* (NSW), including the WaterNSW Operating Licence 2017-2022.

Personal Information has the same meaning as in the *Privacy and Personal Information Protection Act 1998* (NSW).

Personnel means, in respect of each party, any directors, officers, employees, consultants, agents and contractors of the relevant party (other than the other parties).

Privacy Laws means all applicable laws relating to privacy and Personal Information, including:

- (a) the *Privacy and Personal Information Protection Act 1998* (NSW),
- (b) *Privacy Act 1988* (Cth); and
- (c) any applicable principles, codes or directions issued under those Acts.

Proposed Tranche 3 Agreement means the agreement contemplated to be negotiated and entered into between WaterNSW under clause 12.2(b)(iii), that will be in respect of approximately 424 parcels of land (**Tranche 3 Parcels**).

Purchase Order means a document titled "Purchase Order" issued by the Requesting Party to the Service Provider in connection with a Service Contract formed in accordance with clause 6.2.

Purpose has the meaning given to it in clause 2.3.

Quote has the meaning given to it in clause 6.1.

Relative Share means the relative share of a party of any revenue from water charges and NSW Government funding for WAMC water management and Rural Valleys Bulk Water monopoly services set out in Approved Services Schedule relating to billing, financial account management and associated reporting and Revenue Sharing Requirements.

Request for Quote has the meaning given to it in clause 6.1.

Revenue Sharing Requirements has the same meaning as in the Approved Services Schedule relating to billing, financial account management and associated reporting and revenue sharing requirements as amended from time to time during the Term in accordance with this Agreement.

Roles and Responsibilities means the respective roles, responsibilities, functions and activities of each party as set out in Schedule 1 and includes the DPIE Water Services and WaterNSW Services.

Schedules means Schedules 1 to 4 of this Agreement.

Service Contract means the contractual relationship between two parties constituted by:

- (a) the Purchase Order (excluding any contractual terms and conditions);
- (b) the Quote or Amended Quote (as applicable);
- (c) the Service Terms and Conditions; and
- (d) the other documents (if any) referred to in, or attached to, the Purchase Order, Quote or Amended Quote (as applicable).

Service Terms and Conditions means the terms and conditions set out in Schedule 4.

Services Schedule has the same meaning as in clause 5.5(a).

Southern Valleys Metering Project means a project to install approximately 700 new water meters across the Murray, Murrumbidgee and Lower-Darling valleys in 2015-16.

Steering Group means the group established under clause 3.2.

Term means a period of 5 years.

Tranche 1 Agreement means the agreement that was entered into between DPIE Water and WaterNSW in respect of 1,737 parcels of land (**Tranche 1 Parcels**) on 6 August 2019.

WAMC means the Water Administration Ministerial Corporation constituted under section 371(1) of the *Water Management Act 2000* (NSW).

WAMC Price Determination means any determination and associated final reports made by IPART for the maximum charges for water management services that may be charged by WAMC in accordance with the *Independent Pricing and Regulatory Tribunal Act*. For the avoidance of doubt, as at the Commencement Date, the relevant WAMC Price Determination is set out in the Final Report released by IPART in or about June 2016.

Water Legislation means the Commonwealth Water Legislation and the NSW Water Legislation.

Water Monitoring Data has the same meaning as in clause 7.2(a).

WaterNSW Service Provision Deed means the deed between the Former DPI Water (now DPIE Water) and WaterNSW dated 1 July 2016 for the provision of services by WaterNSW to DPIE Water.

WaterNSW Services means, as at the Commencement Date, each of the following services performed by WaterNSW:

- (a) billing, financial account management and associated reporting and revenue sharing requirements;
- (b) surface water quantity (hydrometric) monitoring;
- (c) surface water quality monitoring;
- (d) groundwater monitoring services;
- (e) metering; and
- (f) ICT and data services,

and any other services set out in an Approved Services Schedule that the parties may agree to be WaterNSW Services from time to time during the Term.

Water Transformation Program means the reform of all elements of Former DPI Water including metropolitan, regional, rural and bulk water responsibilities.

Water Transformation Project means a subset of the wider Water Transformation Program addressing the future state of the management of bulk water in NSW, including details of the respective roles and functions of DPI Water and WaterNSW in the management of water.

WHS Legislation means legislation relating to health and safety at work including the *Work Health and Safety Act 2011* (NSW) and statutory instruments made under that Act.

WM Act means the *Water Management Act 2000* (NSW).

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- and, unless the context indicates a contrary intention:
- (b) if the time for giving any Notice, issuing any certificate, making any payment or doing any other act required or permitted by the Agreement, falls on a day which is not a Business Day, then the time for giving the Notice, issuing the certificate, making the payment or doing the other act will be taken to be on the next Business Day;
 - (c) a reference to an Act or statutory instrument made under that Act will be deemed to include a reference to all Acts or statutory instruments made under those Acts amending, consolidating or replacing same from time to time;
 - (d) a reference to policy or other document will be deemed to include a reference to all policies or other documents amending, consolidating or replacing same from time to time;
 - (e) the meaning of general words is not limited by specific examples introduced by “including” or “for example” or similar expressions;
 - (f) references to “person” includes an individual, a body corporate and NSW Government Agencies;
 - (g) a reference to a party includes a party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
 - (h) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it;
 - (i) where an expression is defined, any other grammatical form of that expression has a corresponding meaning;
 - (j) a reference to a document (including the Agreement) is to that document as varied, novated, ratified or replaced from time to time;
 - (k) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender; and
 - (l) a reference to a party, clause, Schedule, exhibit, attachment or annexure is a reference to a party, clause Schedule, exhibit, attachment or annexure to or of the Agreement, and a reference to the Agreement includes all Schedules, exhibits, attachments and annexures to it.

2. Nature of Agreement

2.1 This Agreement

The parties acknowledge and agree:

- (a) to use their best endeavours to perform their respective Roles and Responsibilities in the spirit of this Agreement;
- (b) that this Agreement is the agreement required to be agreed under clause 6.16 of the Operating Licence;
- (c) that the performance of each parties' Roles and Responsibilities is subject to:
 - (i) periodic audits and reviews under the NSW Water Legislation, and
 - (ii) review in the WAMC Price Determination to the extent that the Roles and Responsibilities are activities covered by the WAMC Price Determination; and
- (d) that this Agreement does not affect the duties, functions, obligations, powers, or responsibilities of any party under any Law, or the legal relations between the parties arising under or from the NSW Water Legislation.

2.2 No fetter

This Agreement does not fetter the exercise of any statutory discretion of any party.

2.3 Purpose

- (a) The parties agree that the purpose of this Agreement is to document the commitment of the parties to co-operatively perform their respective Roles and Responsibilities by:
- (i) ensuring clarity of each parties' Roles and Responsibilities to deliver optimal operational outcomes for the relevant water sector agencies;
 - (ii) providing confidence and transparency to the public and regulators, including by providing clarity regarding how, and to what party, the relevant Roles and Responsibilities have been allocated to perform;
 - (iii) providing confidence that Roles and Responsibilities are being performed consistently with the relevant statutory framework, and that there is adequate documentation to demonstrate this in the course of periodic audits and reviews under the NSW Water Legislation and the WAMC Price Determination;
 - (iv) ensuring that the parties support the activities of each other in the performance of their respective Roles and Responsibilities and any Additional Services;
 - (v) performing the Roles and Responsibilities having regard to the reasonable expectations of the Minister, the NSW and Commonwealth Governments, and the public;
 - (vi) establishing effective processes to facilitate the realisation of opportunities for improved services to customers and management of government sector and water resources;
 - (vii) facilitating arrangements for the sharing of Data and assets that are required by each party to perform their respective Roles and Responsibilities, including to ensure that there is a common evidence basis for the provision of integrated services and interdependent functions; and
 - (viii) exploring opportunities to deliver value for money outcomes for water users, the public, and the NSW Government consistent with the objectives of the NSW Water Legislation and the WAMC Price Determination,
- (collectively, the "**Purpose**").
- (b) The parties acknowledge their obligation to carry out the Roles and Responsibilities in accordance with the NSW Water Legislation, including the duty in section 9 of the WM Act to ensure that the water management principles set out in section 5 of the WM Act are given effect to and minimal harm tests are appropriately assessed.

2.4 Co-operation

- (a) The parties acknowledge that they are responsible for planning and managing water resources in NSW on behalf of the NSW Government in the following ways:
- (i) DPIE Water is responsible for ensuring sustainable, secure and healthy water resources and services for NSW through policies, plans, and rules that determine how water is shared between users and the environment, and between different categories of water use and that plans, rules and other arrangements for water management are consistent with relevant Water Legislation. DPIE Water leads all Water Legislation, policy and planning activities in NSW;
 - (ii) NRAR is responsible for guiding, monitoring, auditing, investigating, and enforcing compliance with water regulation, and for undertaking operational compliance policy activities. NRAR is also responsible for undertaking some licensing and approvals processes consistent with the NSW Water Legislation, and providing input to DPIE Water for its policy, plan, and rule-making functions;
 - (iii) WaterNSW is responsible for carrying out water monitoring and forecasting, water take assessment and information access and provision to meet the needs of DPIE Water and NRAR, including as set out in clause 7.2. WaterNSW is responsible for operating NSW's river systems and providing services to customers, including licence advisory services, and customer support, processing licence and approval applications consistent with the NSW Water Legislation, administering water trades, account management and billing, and providing water resource information for most users.

WaterNSW is also responsible for providing water take assessment and meter maintenance services in accordance with existing operational requirements; and

- (iv) WAMC is administered by DPIE Water and is responsible for various functions relating to planning and managing water resources in NSW on behalf of the NSW Government. The WM Act sets out WAMC's main functions. DPIE Water, NRAR, and WaterNSW work together to deliver WAMC's essential water management services.
- (b) The parties recognise that they are collectively funded under the WAMC Price Determination and/or through individual NSW and/or Commonwealth Government grants to perform the Roles and Responsibilities (other than any WaterNSW Services or DPIE Water Services to the extent that such services are undertaken or performed as Additional Services).
- (c) The parties acknowledge and agree that, in accordance with clauses 5.4, 5.6, 6 and 7.1(c), from time to time during the Term they may, on a fee for service basis (i.e. the requesting party will be required to pay for the relevant services), request additional services from each other that the parties agree fall outside the scope and scale of the activities covered by the WAMC Price Determination and/or individual NSW and/or Commonwealth Government grants (**Additional Services**).
- (d) The parties are committed to maintaining a positive and co-operative relationship in the performance of their respective Roles and Responsibilities and recognise the interdependencies between their respective Roles and Responsibilities. Accordingly, the parties agree that they must, acting reasonably:
 - (i) co-operate with each other in good faith and provide each other reasonable assistance to perform the Roles and Responsibilities;
 - (ii) subject to clause 7, provide, in a timely manner, access to Data reasonably required by another party to carry out its relevant Roles and Responsibilities in recognition that Data held by the parties should be shared between the parties for the purposes of performing the Roles and Responsibilities;
 - (iii) provide the other party with reasonable access to its staff to assist the other party in performing its functions to the extent that such access is required by the other party to perform its Roles and Responsibilities;
 - (iv) perform the Roles and Responsibilities on behalf of NSW, having regard to the public interest and the respective obligations and objectives of the parties as set out in their enabling legislation; and
 - (v) take steps to ensure that their relevant Personnel are aware of and implement this Agreement.
- (e) The parties agree to identify opportunities to streamline processes and remove duplication of duties, functions, obligations, and powers by periodically reviewing the Roles and Responsibilities as necessary from time to time to improve efficiency and efficacy.

3. Governance

3.1 Chief Executive Group

- (a) The parties will establish and maintain a Chief Executive Group that will meet as necessary to:
 - (i) monitor the effectiveness of this Agreement in achieving the Purpose;
 - (ii) discuss and resolve strategic issues related to the Roles and Responsibilities under this Agreement;
 - (iii) resolve issues that relate to the Roles and Responsibilities which have not been effectively resolved at operational or officer level and which have been escalated by the Steering Group;
 - (iv) subject to clause 3.2(a)(v), consider and agree (or endorse (as applicable)) any variations to this Agreement in accordance with this Agreement, including clause 13.4; and
 - (v) endeavour to resolve any Dispute that is referred to it by the Steering Group in accordance with the Dispute resolution procedures set out in clause 9.

- (b) The Chief Executive Group will agree its own terms of reference, procedures for frequency and timing of meetings and exchange of information between members and any other matters that the parties consider necessary from time to time.
- (c) The Chief Executive Group will be comprised of the Chief Executive Officer of WaterNSW, the Chief Executive of DPIE Water, and the Chief Regulatory Officer of NRAR.

3.2 Steering Group

- (a) The parties will establish and maintain a Steering Group that will meet regularly to do the following (including but not limited to):
 - (i) monitor the effectiveness of this Agreement in achieving its Purpose;
 - (ii) discuss and resolve any project and operational issues, including reviewing and overseeing the performance of parties' obligations under this Agreement, considering legislative or regulatory changes that will support the performance of the Roles and Responsibilities, and reviewing the licensing and approval system and processes, information management, and Data sharing;
 - (iii) establish and implement an implementation plan to drive and achieve the Purpose;
 - (iv) report to the Chief Executive Group (and any other decision makers as appropriate) in relation to parties' performance and compliance with the Agreement;
 - (v) initiate and manage any reviews arising under this Agreement, including clause 4.3, and:
 - (A) where required, refer recommendations related to the Agreement to the Chief Executive Group for consideration, approval or endorsement (as applicable); and
 - (B) consider and approve each Services Schedule and variations to Approved Services Schedules in accordance with this Agreement;
 - (C) consider and approve any variations to the Schedules in accordance with this Agreement; and
 - (D) consider and endorse any variations to this Agreement that are required to be recommended to and approved (or endorsed (as applicable)) by, the Chief Executive Group under this Agreement, including clause 3.2(a)(v)(A);
 - (vi) resolve any issues:
 - (A) delegated to it by the Chief Executive Group; or
 - (B) referred to it by any of the parties to this Agreement;
 - (vii) escalate to the Chief Executive Group any Disputes that are not able to be resolved by the Steering Group in accordance with the Dispute resolution procedures set out in clause 9;
 - (viii) develop, implement, review and oversee performance standards for key functions specified in this Agreement;
 - (ix) oversee performance of the parties in relation to each Data Sharing Agreement; and
 - (x) any other matters determined by the parties from time to time.
- (b) The Steering Group will agree its own terms of reference, procedures for frequency and timing of meetings and exchange of information between members and any other matters that the parties consider necessary from time to time.
- (c) The Steering Group will be comprised of two (2) Senior Executives from each of DPIE Water, NRAR, and WaterNSW, and a senior representative of WAMC.

4. Commencement, Term and review

4.1 Commencement and Term

This Agreement commences on the Commencement Date and continues for the Term unless terminated at an earlier date by mutual agreement between the parties.

4.2 Renewal or replacement

- (a) The Chief Executive Group will meet nine months prior to the expiry of the Term to determine whether this Agreement is to continue or if a replacement agreement is required.
- (b) If the parties are unable to agree on the terms of a replacement Agreement, the parties will refer the matter for resolution as a Dispute in accordance with clause 9.

4.3 Review

- (a) The parties agree that the Steering Group will meet to review any necessary variation to this Agreement at the following times:
 - (i) within two (2) months of any of the following:
 - (A) the finalisation of a review or amendment of the Operating Licence;
 - (B) the issue of a WAMC Price Determination;
 - (C) any amendment to the NSW Water Legislation affecting Conferred Functions or other matters relevant to this Agreement; or
 - (ii) as initiated by a party or the Steering Group in order to achieve the Purpose.
- (b) The parties agree that, following any such review, the Steering Group will refer to the Chief Executive Group any approval under, or variation or amendment to, this Agreement that the Steering Group is required to refer to the Chief Executive Group. For the avoidance of doubt, and consistent with clause 3.2(a)(v), the Steering Group is not required to refer any approval under, or variation or amendment to, this Agreement to the Chief Executive Group if such approval, variation or amendment relates to the approval, amendment or variation of any Schedule, Services Schedule or Approved Services Schedule.

5. Roles and Responsibilities

5.1 Roles and Responsibilities

The parties agree to carry out their respective Roles and Responsibilities in accordance with this Agreement.

5.2 Operating Licence

WaterNSW agrees to carry out the Conferred Functions (having regard to this Agreement, including the Roles and Responsibilities) having regard to the scope and scale of the activities covered by the WAMC Price Determination.

5.3 Purpose and objectives

The parties will act co-operatively and reasonably in the performance of the Roles and Responsibilities to achieve the Purpose.

5.4 WaterNSW Services and DPIE Water Services

During the Term:

- (a) WaterNSW will perform the WaterNSW Services; and
- (b) DPIE Water will perform the DPIE Water Services,

in accordance with clause 5.6, the Service Terms and Conditions and any relevant Approved Services Schedule. If, and to the extent that, any WaterNSW Services or DPIE Water Services are not within the scope and scale of the WAMC Price Determination, then the relevant WaterNSW Services or DPIE Water Services will be undertaken or performed by the respective parties as Additional Services.

5.5 Finalisation of Services Schedules

- (a) The parties acknowledge and agree that:
 - (i) as at the Commencement Date, they have not yet fully documented their respective obligations and requirements in respect of each of the WaterNSW Services and the DPIE Water Services; and
 - (ii) following the Commencement Date, they will work together to document their obligations and requirements in respect of each of the WaterNSW Services and the

DPIE Water Services (each being a “**Services Schedule**”) for review and approval by the Steering Group.

- (b) Each Services Schedule will be binding on the parties on and from the date that the relevant Services Schedule is approved by the Steering Group, such approval being indicated by a Steering Group representative of each party who has Roles and Responsibilities arising from, or is affected by, the Services Schedule signing the relevant Services Schedule (each being an “**Approved Services Schedule**”). The parties will use best endeavours to finalise all Approved Services Schedules by not later than the date that is 6 months following the Commencement Date (or such longer period as may be agreed by the Steering Group).
- (c) Nominated representatives of the parties will regularly meet (on such dates and at such times as are agreed by the parties from time to time) to progress and finalise each Services Schedule, and to discuss and resolve any outstanding issues in respect of each Services Schedule. In the event that any issues in respect of a Services Schedule cannot be resolved by the nominated representatives of the parties, or will prevent the Services Schedule from being approved by the date set out in clause 5.5(b), then the relevant issue will be referred to the Steering Group for direction and resolution. In the event that the Steering Group is unable to resolve any issue, any party may give Notice of a Dispute and the issue will thereafter be resolved in accordance with clause 9.
- (d) An Approved Services Schedule may be varied from time to time by agreement of the Steering Group, such approval being indicated by a Steering Group representative of each party who signed the relevant Approved Services Schedule in clause 5.5(b) signing the relevant variation to that Approved Services Schedule. Once all relevant parties have signed the variation, the Approved Services Schedule (as varied) will be binding on the relevant parties.

5.6 Continuity of WaterNSW Services and DPIE Services

The parties acknowledge and agree that until such time as there is an Approved Services Schedule in respect of a relevant WaterNSW Service and/or a relevant DPIE Service, that:

- (a) WaterNSW will continue to perform the relevant WaterNSW Services (including, for the avoidance of doubt, by collecting the same Water Monitoring Data at each relevant location where Water Monitoring Data was required to be collected as at the Commencement Date); and
- (b) DPIE will continue to perform the relevant DPIE Services,

as they were being performed, and to the same standard, and for the same amounts or fees (if any) as at the Commencement Date. In the event that changes to the WaterNSW Services or the DPIE Services are proposed by a party prior to finalisation of the relevant Approved Services Schedule, the parties will meet in good faith to discuss and attempt to agree such changes.

6. Additional Services

6.1 Request for Quote

- (a) Except where the relevant Additional Services are WaterNSW Services or DPIE Water Services, if a party (**Requesting Party**) requests services from another party (**Service Provider**) that the parties agree are Additional Services, the Service Provider will provide the Requesting Party with a written request for a quote in the form of Schedule 2 (**Request for Quote**).
- (b) If the Service Provider is not able to provide any or all of the relevant Additional Services set out in a Request for Quote, the Service Provider must inform the Requesting Party within five (5) Business Days of receiving the relevant Request for Quote (or such longer period as may be agreed by the Requesting Party and the Service Provider from time to time).
- (c) If the Service Provider is able to provide the Additional Services, the Service Provider must within 30 Business Days (or such other period as may be agreed by the Requesting Party and the Service Provider from time to time) submit a quote to the Requesting Party by completing the relevant parts of the Request for Quote (**Quote**).
- (d) The Requesting Party must, within ten (10) Business Days following receipt of the Quote (or such longer period as may be agreed by the Requesting Party and the Service Provider from time to time), give written Notice to the Service Provider that it either:
 - (i) accepts the Quote;

- (ii) declines the Quote; or
 - (iii) requests amendments be made to the Quote (**Amendment Request**).
- (e) If the Requesting Party makes an Amendment Request the Receiving Party must, within ten (10) Business Days of receiving the Amendment Request (or such longer period as may be agreed by the Requesting Party and the Service Provider from time to time):
- (i) submit an amended Quote to the Requesting Party that reflects the requirements of the Amendment Request (**Amended Quote**), and clauses 6.1(d) and 6.1(e) will apply to such Amended Quote; or
 - (ii) inform the Requesting Party that it is not able to provide the Additional Services in accordance with the Amendment Request.
- (f) For the avoidance of doubt, nothing in this Agreement restricts any party in any way from seeking quotes from, or engaging, any person to carry out works or supply any goods, services, or other activities of any type, including any work or supply that is the same as or similar to any Additional Services which may be required by a party from time to time under or in connection with this Agreement.
- (g) In engaging each other for Additional Services under this clause 6.1 the parties must ensure that they comply with the Requesting Party's procurement policies and frameworks (as notified by the Requesting Party to the Service Provider at the relevant time) that are relevant and applicable at the time that the Request for Quote is made.

6.2 Formation of Service Contract

- (a) If the Requesting Party accepts a Quote or Amended Quote (as applicable) (which acceptance will be indicated by the Requesting Party signing the relevant Quote or Amended Quote (as applicable) and thereafter issues a Purchase Order to the Service Provider), the Requesting Party and the Service Provider will be deemed to have entered into a separate binding Service Contract on the date determined in accordance with clause 6.2(b).
- (b) The date on which a Service Contract under clause 6.2(a) will be deemed to be formed is the date the Service Provider is deemed by clause 10 to have received Notice of the relevant Purchase Order.
- (c) The Requesting Party and the Service Provider must carry out their respective obligations under each Service Contract formed in accordance with clause 6.2(a) on and from the date on which the Service Contract is deemed to be formed under clause 6.2(b).

6.3 Periodic review of Services Terms and Conditions

- (a) Subject to clause 6.3(b), during the Term, the parties acknowledge and agree that that they will collaboratively:
 - (i) undertake periodic reviews (at least annually) of the Services Terms and Conditions; and
 - (ii) where reasonably required, update, change or otherwise vary the Service Terms and Conditions,to ensure that they are, and remain, relevant and appropriate for use in connection with this Agreement, including:
 - (iii) the WaterNSW Services, DPIE Water Services and Additional Services; and
 - (iv) where there have been any changes to Law or the respective Roles and Responsibilities of the parties, the Law and the Roles and Responsibilities,at the relevant time.
- (b) Where any update, change or other variation is proposed to be made to the Service Terms and Conditions, such update, change or variation must be approved by the Steering Group, and following such approval the Service Terms and Conditions (as updated, changed or varied) will be binding on the parties.

7. Data

7.1 Data sharing requirements

- (a) The parties acknowledge and agree that:
- (i) subject to, and in accordance with, this clause 7.1, each party will provide the other parties with access to, or copies of, the records, files, plans, documents, books, publications, or access to the software, hardware, data, databases and other materials which the other parties reasonably require in order to perform their respective Roles and Responsibilities (collectively, “Data”);
 - (ii) effective and efficient Data sharing relies on the parties enabling timely access to Data and systems and maintaining Data quality processes; and
 - (iii) from time to time during the Term the parties will work cooperatively together to agree, and enter into, Data Sharing Agreements in order to document the terms pursuant to which a party will provide one or more other parties access to Data which the other party or parties may reasonably require in order to perform their respective Roles and Responsibilities.
- (b) Subject to clause 7.1(g), the parties agree to share:
- (i) real time Data in a timely manner, and
 - (ii) quality identified Data (being Data that is accompanied by a rating from WaterNSW regarding the parameters of the quality of the relevant Data set),
- in accordance with the terms of the relevant Data Sharing Agreement.
- (c) During the Term, the parties agree that if a party notifies another party that it has identified an additional opportunity for sharing Data for purposes specified in the NSW Water Legislation, Operating Licence, WAMC Price Determination, or for any other reasonable purpose, the relevant parties will meet to discuss the opportunity and, where appropriate, vary a Data Sharing Agreement or enter into a Data Sharing Agreement in respect of the Data as contemplated by clause 7.1(a)(iii).
- (d) The parties agree:
- (i) Subject to clause 7.1(c), that each Data Sharing Agreement should clearly set out the Data and systems that will be shared with the other party to enable that other party to achieve the relevant purposes specified in the NSW Water Legislation, WAMC Price Determination, or other reasonable purpose; and
 - (ii) to keep current, and regularly review, each Data Sharing Agreement and, where appropriate, to use reasonable endeavours and take all necessary steps to consolidate such arrangements if reasonably required by any of the parties to do so.
- (e) The parties acknowledge that, as at the Commencement Date, one avenue used to facilitate the sharing of Data between the parties to a Data Sharing Agreement has been to have each party provide the other party with direct access to their systems to extract relevant Data sets via a “self-service” model in accordance with the terms of the relevant Data Sharing Agreement. In the event that variations or amendments are proposed, or are required to be made, to any Data Sharing Agreement on account of any changes to this avenue used to facilitate Data sharing following the Commencement Date, the relevant parties will meet to agree the terms of such variation or amendment at the relevant time.
- (f) If a Dispute arises in relation to the subject-matter of a Data Sharing Agreement (where all counterparties to the relevant Data Sharing Agreement are parties to this Agreement), the parties agree that the Dispute resolution process set out in clause 9 prevails in the event that there is any inconsistency between clause 9 and any Dispute resolution process set out in the relevant Data Sharing Agreement.
- (g) A party is not required to comply with this clause 7.1:
- (i) to the extent that doing so is not permitted or authorised by, or would contravene, any Law;
 - (ii) where the relevant Data is subject to legal professional privilege and disclosure by a party would waive such privilege;

- (iii) where doing so would constitute a breach of contract or would infringe the intellectual property rights of another person;
- (iv) in the case of NRAR, in circumstances where the Data relates to, or where doing so may prejudice any:
 - (A) matters that are currently under investigation by NRAR;
 - (B) matters that are currently the subject of Court proceedings that have not been finalised or settled;
 - (C) matters relating to intelligence analysis; or
 - (D) matters relating to compliance campaigns.

7.2 Water Monitoring Data

- (a) The parties acknowledge that it is the role of WaterNSW to operate and maintain monitoring networks for the benefit of the State, NSW Government Agencies including DPIE Water, Commonwealth Government Agencies, the public and the environment. It is the responsibility of WaterNSW to maintain water monitoring assets and to collect water quantity and water quality Data (together, the “**Water Monitoring Data**”) and provide DPIE Water with access to the Water Monitoring Data in accordance with this Agreement and any relevant Data Sharing Agreement that is entered into in respect of the Water Monitoring Data following the Commencement Date.
- (b) The parties to this Agreement recognise that WaterNSW’s effective and efficient maintenance of water monitoring assets and Water Monitoring Data, and providing other NSW Government Agencies and Commonwealth Government Agencies access to the Water Monitoring Data, is critical to ensuring single points of truth for water management and that the respective Roles and Responsibilities of the parties are delivered as efficiently as possible for water users and taxpayers.
- (c) In relation to collection and provision of access to Water Monitoring Data, WaterNSW acknowledges and agrees that:
 - (i) to the extent that the collection of such Water Monitoring Data falls within the scope and scale of the activities covered by its various IPART pricing determinations, it will make such Water Monitoring Data accessible to DPIE Water and NRAR without charge in order to enable DPIE Water and NRAR to fulfil their respective Roles and Responsibilities; and
 - (ii) in some circumstances it collects such Water Monitoring Data using funding provided by a third party, and provided always that all relevant third parties have authorised WaterNSW to give DPIE Water and NRAR access to the relevant Water Monitoring Data, it will make that Water Monitoring Data accessible to DPIE Water and NRAR free of charge. WaterNSW will use reasonable endeavours to obtain any third-party authorisations referred to in this clause.

8. Other obligations

8.1 Asset management

- (a) The parties acknowledge that they each rely on certain assets (such as monitoring bores, gauging stations, and meters) to perform the Roles and Responsibilities and that these are maintained by WaterNSW in accordance with their asset management system.
- (b) The parties acknowledge that the location, maintenance and renewal of assets (including monitoring bores, gauging stations, and meters) is critical to the Roles and Responsibilities, including the implementation of management plans under the NSW Water Legislation.
- (c) WaterNSW must advise DPIE Water and NRAR of any material changes to asset condition and plan the replacement, renewal or expansion of monitoring bores, gauging stations and meters to avoid, to the extent possible, any resultant impact on DPIE Water and NRAR in performing their respective Roles and Responsibilities.
- (d) DPIE Water must advise WaterNSW and NRAR of the development of policies and management plans where such development or plans are likely to have a material impact on future asset management of monitoring bores, gauging stations or meters to avoid, to the

extent possible, any resultant impact on WaterNSW and NRAR performing their respective Roles and Responsibilities.

- (e) Should any party (**Requestor**) require access to another parties land or assets (**Asset Owner**) during the Term to perform its relevant Roles and Responsibilities, the Requestor must give reasonable Notice of such requirement to the Asset Owner and, if the Asset Owner can reasonably accommodate such access, must comply with any reasonable requirements of, and any directions given by, the Asset Owner to the Requestor relating to, or in respect of, such access.

8.2 Notification of safety issues

Notwithstanding, and without limiting, any requirement that the parties have at Law, including under the WHS Legislation, the parties must notify each other of any serious field safety issues that they become aware of as soon as practicable after becoming aware of the relevant safety issue.

8.3 Revenue Sharing

- (a) The parties agree to follow and adhere to the Revenue Sharing Requirements in the receipt, retention and remittance of monies received for WAMC water management services and rural bulk water services in NSW.
- (b) The parties acknowledge that the purpose of the Revenue Sharing Requirements is to:
 - (i) ensure that each party receives its Relative Share of any revenue from water charges and NSW Government funding for WAMC water management and Rural Valleys Bulk Water monopoly services;
 - (ii) ensure that such revenue and funding is distributed between the parties in a transparent way and can be tracked for accounting, reporting and auditing purposes; and
 - (iii) have regard to the fact that revenue from water usage charges is variable and to manage this variability risk to the mutual satisfaction of the parties,
- (c) The parties agree to share with each other, in a timely manner, relevant information relating to:
 - (i) WAMC and Rural Valleys Bulk Water annual information returns, special information returns, output measure reports and pricing submissions;
 - (ii) reports on budgeting and billing; and
 - (iii) any material change in circumstances that could impact the Revenue Sharing Requirements,

in accordance with the Approved Services Schedule relating to billing, financial account management and associated reporting and revenue sharing requirements.

9. Dispute Resolution

9.1 Dispute

The parties agree that, during a Dispute, they will continue to comply with their obligations under this Agreement in accordance with this Agreement as if there was no Dispute.

9.2 Dispute Notice

A party claiming that a Dispute has arisen must provide the Authorised Person of each other party to the Dispute with a Notice giving details of the Dispute.

9.3 Meeting of the parties to the Dispute

- (a) The parties to the Dispute must meet to discuss the Dispute within five (5) Business Days of Notice given to the Authorised Persons under clause 9.2.
- (b) The parties to the Dispute must use its reasonable efforts to resolve the Dispute.

9.4 Escalation of Dispute to Chief Executive Group

- (a) If the parties to the Dispute are unable to resolve the Dispute within 10 Business Days of the meeting held under clause 9.3, the parties to the Dispute must escalate the Dispute to the Chief Executive Group representatives of the parties to the Dispute.

- (b) The Chief Executive Group representatives of the parties to the Dispute must use its reasonable efforts to resolve the Dispute.

9.5 Premier's Memorandum M1997-26

The parties must comply with Premier's Memorandum M1997-26: Litigation involving Government Authorities (as amended or replaced from time to time) when resolving disputes between the parties arising in relation to this Agreement.

9.6 Costs

Each party to a Dispute, must pay its own costs of complying with this clause 9.

10. Notices

- (a) The Authorised Persons are the primary contacts nominated by the parties for the purposes of this Agreement. The parties' Authorised Persons are authorised to give and receive Notices on the parties' behalf.
- (b) Unless otherwise stated in this Agreement, all Notices to be given under this Agreement must be in writing, and hand-delivered, posted or emailed to the respective contact details for the Authorised Person specified in this clause 10.
- (c) Provided a Notice is delivered before 5.00 pm on a Business Day, the receiving party will be deemed to have received the Notice as follows:
 - (i) if hand delivered, the day on which it is delivered or left at the relevant address;
 - (ii) if sent by regular post within Australia, ten (10) Business Days after the day on which it is posted;
 - (iii) if sent by email, on entering the information system of the recipient party (provided no error or out of office message has been received by the sending party).

Otherwise it will be deemed to be received on the next Business Day.

- (d) As at the Commencement Date, the following persons are Authorised Persons:
 - (i) the DPIE Water Authorised Person is: Water Sector Performance Manager
 - (ii) the WaterNSW Authorised Person is: Regulatory Relationships Manager;
 - (iii) the NRAR Authorised Person is: Manager Regulatory Coordination; and
 - (iv) the WAMC Authorised Person is: Manager WAMC.

11. Confidentiality, Privacy and GIPA Disclosure

11.1 Confidentiality

- (a) The parties agree this Agreement is not confidential and may be published by any of the parties at any time.
- (b) Each party must keep the other parties' Confidential Information confidential and not disclose it to any other person without the written consent of the disclosing party, or if otherwise required by Law.
- (c) Each party may disclose the other parties' Confidential Information to its personnel and legal and professional advisors provided they ensure that the recipient:
 - (i) keeps the Confidential Information confidential; and
 - (ii) does not use the Confidential Information except for the purposes of performing the Roles and Responsibilities or its other obligations under or in connection with this Agreement.
- (d) A party who discloses Confidential Information in accordance with this clause 11.1 must:
 - (i) inform any person to whom the Confidential Information is disclosed of the confidential nature of the Confidential Information and of its obligations under this Agreement; and
 - (ii) before disclosing any Confidential Information to a person, take reasonable steps to ensure that they comply with that party's confidentiality obligations under this Agreement.

11.2 Privacy

- (a) Where a party is provided with, or has access to, any Personal Information in connection with this Agreement, the parties agree that they must:
 - (i) not do any act or engage in any practice that would breach the Privacy Laws;
 - (ii) ensure that the Personal Information is only accessed or used for the sole purposes of this Agreement and is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse;
 - (iii) unless the receiving party is otherwise required or authorised by Law to do so, not disclose any Personal Information without the written consent of:
 - (A) the individual to whom the Personal Information relates; or
 - (B) the disclosing party.
 - (iv) comply with the Information Protection Principles applying to NSW public sector agencies under the *Privacy and Personal Information Protection Act 1998* (NSW) when doing any act or engaging in any practice in relation to Personal Information. If a party is not legally bound by that Act, it will do so as if it had voluntarily adopted the Information Privacy Principles under that Act; and
 - (v) include equivalent requirements regarding Personal Information (including this clause 11.2) in any agreements or other contractual relationships entered into for the purposes of this Agreement.
- (b) Nothing in this clause 11.2 is intended to limit any obligations that a party has at Law with respect to privacy and the protection of Personal Information.

11.3 Disclosure of information

- (a) Without limiting the obligations of the parties under clause 11.1, the parties acknowledge that they may be required to disclose information concerning the Agreement under or in accordance with any one or more of the following:
 - (i) the *Government Information (Public Access) Act 2009* (NSW); and
 - (ii) to satisfy the disclosure requirements of the New South Wales Auditor General or to satisfy the requirements of Parliamentary accountability.
- (b) In the event that a party proposes to disclose information under clause 11.3(a) that affects, or may affect or relate to another party, that party agrees to:
 - (i) consult with the relevant other party; and
 - (ii) have regard to any submissions or objections to disclosure that may be made or raised by the relevant other party,prior to making any determination in respect of the disclosure of the relevant information.

11.4 Continuing obligation

This clause 11 will survive any expiry or termination of the Agreement.

12. Legacy obligations

12.1 Legacy Service Deeds

DPIE Water and WaterNSW acknowledge and agree that, with effect on the Commencement Date, the Legacy Service Deeds:

- (a) are expired on their terms, or are terminated by agreement (as applicable), and are of no further force or effect as between the parties; and
- (b) are replaced or otherwise superseded by this Agreement.

12.2 WAMC Land Transfer

- (a) The parties acknowledge and agree that:

- (i) as at the Commencement Date, approximately 1,360 parcels of land (of a total of approximately 4,300 parcels of land) have been transferred from WAMC to WaterNSW; and
 - (ii) in accordance with clause 12.2(b), following the Commencement Date WaterNSW and DPIE Water will use best endeavours to progress the transfer of the remaining balance of the parcels of land (being a total of approximately 2,940 parcels of land) that must be transferred from WAMC to WaterNSW.
- (b) In respect of the balance of the parcels of land referred to in clause 12.2(a)(ii), to the extent that:
- (i) the relevant parcels of land are contained within the Tranche 1 Agreement, such Tranche 1 Parcels will be transferred to WaterNSW in accordance with the terms of the Tranche 1 Agreement;
 - (ii) the relevant parcels of land are contained within the Draft Tranche 2 Agreement, the parties will use best endeavours to ensure that registerable instruments of transfer are lodged with NSW Land Registry Services in respect of the Tranche 2 Parcels on or before 31 December 2021 (or such later date as may be agreed by the parties); and
 - (iii) the relevant parcels of land are contained within the Proposed Tranche 3 Agreement, the parties will use best endeavours to prepare and enter into a "Tranche 3 Agreement" in respect of the Tranche 3 Parcels on or before 31 December 2021 (or such later date as may be agreed by the parties).
- (c) DPIE Water acknowledges and agrees that it must conduct further work to transfer "Joint Ventures" maintenance and operations financials to WaterNSW that are related to WAMC leased land currently managed by "Joint Ventures".

12.3 Costs for the WAMC Land Transfer

DPIE Water and WaterNSW each agree to pay half of the costs that have been, or will be, incurred by WaterNSW in connection with lodging and registering the Tranche 1 Parcels, the Tranche 2 Parcels and the Tranche 3 Parcels with NSW Land Registry Services.

12.4 Additional parcels

DPIE Water and WaterNSW agree to take all reasonably practicable steps to identify and transfer any additional assets to WaterNSW, and to agree the terms of such transfer, as may reasonably be required under this Agreement to give effect to the Roles and Responsibilities set out in this Agreement.

12.5 Southern Valleys Metering Project

DPIE Water must transfer the Southern Valleys Metering Project meters to WaterNSW as soon as is reasonably practicable after the completion of the Project and on terms to be agreed between the parties at the relevant time (acting reasonably).

13. General

13.1 Obligations

- (a) Each party undertakes to ensure that each person representing, or acting on behalf of, the party in doing things under this Agreement observes, and does things in accordance with, the obligations of the party under this Agreement.
- (b) No person representing or acting on behalf of a party has power to waive, vary or release the other party from any obligation under this Agreement except in the manner prescribed in clause 13.4.

13.2 Whole agreement

This Agreement comprises the whole of the agreement between the parties in respect of the subject matter of this Agreement. Any previous understanding, arrangement, representation or warranty related to the subject matter is replaced by this Agreement and has no effect.

13.3 Counterparts

- (a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, and all together constitute one agreement.

- (b) A party who has executed a counterpart of this Agreement may exchange that counterpart with each other party by emailing the counterpart executed by it to the other parties and will thereafter promptly deliver by hand or post to those parties the executed counterpart so exchanged by email, but delay or failure by that party to so deliver a counterpart of this Agreement executed by it will not affect the validity of this Agreement.

13.4 Amendment

Subject to clauses 3.2(a)(v), 4.3(b) and 5.5(d), this Agreement may only be amended by a document signed by or on behalf of each of the parties.

13.5 No warranties or representations

Each party acknowledges that, except as expressly stated in this Agreement, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of any other party in relation to the subject-matter of this Agreement.

13.6 Further acts

Each party must, at its own expense, promptly execute all documents and do, or use reasonable endeavours to cause a third party to do, all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this Agreement and all transactions contemplated by it.

13.7 Assignment

- (a) A party must not assign or novate any obligations or interests under this Agreement, without the prior written consent of the other parties.
- (b) If a party to this Agreement is reconstituted or comprised in a new entity due to a machinery of government change from time to time, the party must ensure that any successors or assigns are bound by the terms of the Agreement.

13.8 Negation of agency or employment

- (a) Each party must ensure that its Personnel do not represent themselves to be the Personnel of another party.
- (b) The Personnel of a party are not, by virtue of this Agreement, the Personnel of any other party.

13.9 Non merger

A term or condition of, or act done in connection with, this Agreement does not operate as a merger of any of the rights or remedies of the parties under this Agreement and those rights and remedies continue unchanged.

13.10 No waiver

- (a) No waiver or indulgence by any party to this Agreement binds the parties unless in writing. No waiver of one breach of this Agreement operates as a continuing waiver unless so expressed.
- (b) No waiver of any breach operates as a waiver of another breach of the same or any other provision.

13.11 Governing Law

The Law of New South Wales governs this Agreement and each party submits to the nonexclusive jurisdiction of the courts of New South Wales in connection with matters relating to this Agreement.

13.12 Liability for Expenses

Each party must pay its own costs and outlays in connection with the negotiation, preparation and execution of this Agreement and any amendment to the Agreement.

13.13 Publicity

Where practicable, before making a public statement about this Agreement the parties must use reasonable endeavours to notify the other parties about the timing and the contents of any such statement.

13.14 Severance

If at any time a provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of the Agreement; or
- (b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of the Agreement.

13.15 Termination or expiry of this Agreement

The parties agree that:

- (a) if this Agreement is terminated or discharged (including through expiry of the Term) any separate Service Contract formed in accordance with its terms will not be affected and must be fulfilled in accordance with the terms of the relevant Service Contract, unless the parties otherwise agree in writing.
- (b) the termination or discharge (including through expiry) of any other agreement formed in accordance with this Agreement, including a separate Service Contract, will not affect the operation of this Agreement or the operation of any other agreement or Service Contract.

13.16 Electronic Signatures

Each party warrants that immediately prior to entering into this Agreement, it has unconditionally consented to:


- (a) the requirement for a signature under any law being met; and
- (b) any other party to this Agreement executing it,

by any method of electronic signature that other party uses (at that other party's discretion), including signing on an electronic device or by digital signature.

Executed as an agreement

DPIE Water

Executed for and on behalf of **The Crown in right of the State of New South Wales acting through the Department of Planning, Industry and Environment** by a duly authorised delegate, in the presence of:



Signature of witness

Carla Antunes

Full name of witness
(please print)



Signature of authorised delegate

Jim Bentley

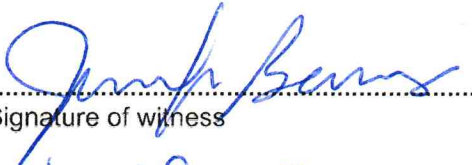
Full name of authorised delegate
(please print)

30/06/21

Date

NRAR

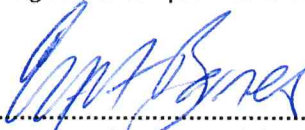
Executed for and on behalf of **The Crown in right of the State of New South Wales acting through the Natural Resources Access Regulator** by a duly authorised delegate, in the presence of:



Signature of witness

Jennifer Barnes

Full name of witness
(please print)



Signature of authorised delegate

Grant Edwin Barnes

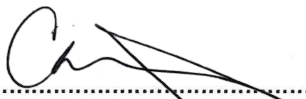
Full name of authorised delegate
(please print)

30.06.2021

Date

WAMC

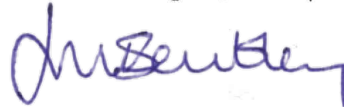
Executed for and on behalf of **The Crown in right of the State of New South Wales acting through the Water Administration Ministerial Corporation** by a duly authorised delegate, in the presence of:



Signature of witness

Carla Antunes

Full name of witness
(please print)



Signature of authorised delegate

Jim Bentley

Full name of authorised delegate
(please print)

30 June 2021

Date

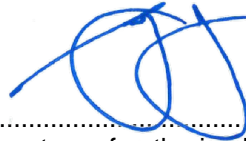
WaterNSW

Executed for and on behalf of **Water NSW ABN 21 147 934 78** by its authorised delegate in the presence of:



.....
Signature of witness

Daniella Zuvela
.....
Full name of witness
(please print)



.....
Signature of authorised delegate

Andrew George
.....
Full name of authorised delegate
(please print)

* This document was signed and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).

30 June 2021
.....
Date