Schedule 9 – Schedule of Certificates and Notices

***[Note: This is a template only. Agencies should amend as appropriate on a project specific basis and consider whether any additional notices or certificates (including any required under the PSDR) should be summarised in the table below and included as a template form of notice or certificate below.]***

Project Co must provide to the State and the Independent Reviewer (if applicable) certificates and notices in the relevant forms set out in this Schedule signed by the person specified in, and otherwise in accordance with, this Schedule.

The State may, at its absolute discretion, provide the notices in the Schedule in accordance with the relevant clauses of this Deed.

| **Part of the Schedule containing the form** | **Title of certificate or notice** | **Certificate or notice to be signed by** | **Clause/Section of the State Project Documents** |
| --- | --- | --- | --- |
| **DESIGN DEVELOPMENT PROCESS SCHEDULE CERTIFICATE** | | | |
| Part 1 | Project Co's Certificate of Design Documentation | Project Co | Section 3.3 of Schedule 24 (*Design Development Process Schedule*) |
| **ADDITIONAL NOTICES OR CERTIFICATES** | | | |
| [##] | [##] | [##] | Clause [##] |
| **[NOT USED]** | | | |
| Part 2 | [Not used] |  |  |
| Part 3 | [Not used] |  |  |
| Part 4 | [Not used] |  |  |
| Part 5 | [Not used] |  |  |
| Part 6 | [Not used] |  |  |
| Part 7 | [Not used] |  |  |
| Part 8 | [Not used] |  |  |
| Part 9 | [Not used] |  |  |
| **COMMERCIAL ACCEPTANCE** | | | |
| Part 10 | Project Co's Notice – Expectation of achieving Commercial Acceptance | Project Co | Clause 24.2(a) |
| Part 11 | Project Co's Notice – Revised expected date of achieving Commercial Acceptance | Project Co | Clause 24.2(b) |
| Part 12 | Project Co's Notice – Commercial Acceptance achieved | Project Co | Clause 24.3(a) |
| Part 13 | State's Notice – Commercial Acceptance achieved | State | Clause 24.3(f) |
| Part 14 | [Not used] |  |  |
| Part 15 | [Not used] |  |  |
| Part 16 | Independent Reviewer's Certificate of Commercial Acceptance | Independent Reviewer | Clause 24.3(j) |
| Part 17 | Independent Reviewer's Notice – Commercial Acceptance not achieved (list of work remaining to be undertaken) | Independent Reviewer | Clause 24.3(n)(i)A |
| Part 18 | Independent Reviewer's Notice – Commercial Acceptance not achieved (no list of work remaining to be undertaken) | Independent Reviewer | Clause 24.3(n)(i)B |
| **RETURNED WORK ACCEPTANCE** | | | |
| Part 19 | Project Co's Notice – Returned Works Acceptance Requirements | Project Co | Clause 24.4(g) |
| Part 20 | State Notice – Returned Works Acceptance achieved | State | Clause 24.4(h) |
| Part 21 | State Notice – Agreement by State, Project Co and Returned Assets Owner that Returned Works Acceptance Requirements have been met | State | Clause 24.4(j) |
| Part 22 | Independent Reviewer's Certificate of Returned Works Acceptance | Independent Reviewer | Clause 24.4(m) |
| Part 23 | Independent Reviewer's Notice – Returned Works Acceptance Requirements for Returned Works not achieved (list of work remaining to be undertaken) | Independent Reviewer | Clause 24.4(o)(iii) |
| Part 24 | Independent Reviewer's Notice – Returned Works Acceptance Requirements for Returned Works not achieved (no list of work remaining to be undertaken) | Independent Reviewer | Clause 24.4(o)(iv) |
| **FINAL ACCEPTANCE** | | | |
| Part 25 | Project Co's Notice – Expectation of achieving Final Acceptance | Project Co | Clause 25.1(b) |
| Part 26 | Project Co's Notice – Final Acceptance achieved | Project Co | Clause 25.1(c) |
| Part 27 | State's Notice – Final Acceptance achieved | State | Clause 25.1(d) |
| Part 28 | Independent Reviewer's Certificate of Final Acceptance | Independent Reviewer | Clause 25.1(f) |
| Part 29 | Independent Reviewer's Notice – Final Acceptance not achieved (list of work remaining to be undertaken) | Independent Reviewer | Clause 25.1(g)(i) |
| Part 30 | Independent Reviewer's Notice – Final Acceptance not achieved (no list of work remaining to be undertaken) | Independent Reviewer | Clause 25.1(g)(ii) |
| **TIME** | | | |
| Part 31 | Project Co's Notice – Proposed or likely departure from Development Phase Program critical path | Project Co | Clause 26.2(f) |
| Part 32 | Independent Reviewer's Notice – Non-compliance | Independent Reviewer | Clause 26.4(b) |
| Part 33 | Project Co's Notice – Explanation and/or Remediation Plan | Project Co | Clause 26.4(d) |
| Part 34 | Independent Reviewer's Notice – Response to Explanation | Independent Reviewer | Clause 26.4(e) |
| Part 35 | Project Co's Notice – Matter which will, or is likely to, give rise to a delay in achieving Acceptance | Project Co | Clause 26.5 |
| Part 36 | Independent Reviewer's Notice – Updated Development Phase Program does not comply with Project Deed | Independent Reviewer | Clause 26.8(c) |
| **DEFECTS** | | | |
| Part 37 | Project Co's Notice – Defect or possible Defect in the Works, Maintained Assets or a Returned Asset | Project Co | Clause 27.1(a) |
| Part 38 | Independent Reviewer's Notice – Defect or possible Defect in the Works, Maintained Assets or a Returned Asset | Independent Reviewer | Clause 27.1(b) |
| Part 39 | State's Notice – Defect or possible Defect in the Works, Maintained Assets or a Returned Asset | State | Clause 27.1(c) |
| Part 40 | State's Notice – Acceptance or rectification of Defect | State | Clauses 27.6(a)(ii), 27.6(c)(iv) and 27.6(c)(v) |
| Part 41 | State's Notice – Request for information regarding a Defect in the Works or the Maintained Assets | State | Clauses 27.6(b)(i) and 27.6(b)(ii) |
| Part 42 | Project Co's Notice – Defect or possible Defect in Returned Asset during Returned Asset DLP | Project Co | Clause 27.7(b)(i) |
| Part 43 | State's Notice – Defect or possible Defect in Returned Asset during Returned Asset DLP | State | Clause 27.7(b)(i) |
| Part 44 | Independent Reviewer's Notice – Defect or possible Defect in Returned Asset during Returned Asset DLP | Independent Reviewer | Clause 27.7(b)(ii) |
| Part 45 | State's Notice – Acceptance or rectification of Defect in Returned Asset during Returned Asset DLP | State | Clauses 27.7(g)(i), 27.7(i)(ii), and 27.7(i)(iii) |
| Part 46 | State's Notice – Request for information regarding a Defect in Returned Asset during Returned Asset DLP | State | Clause 27.7(h) |
| Part 47 | Project Co's Notice – Disputed Defect | Project Co | Clause 27.8(a) |
| Part 48 | Project Co's Notice – Disputed Defect – Referral to Independent Reviewer | Project Co | Clause 27.8(b) |
| Part 49 | State's Notice – Disputed Defect – Referral to Independent Reviewer | State | Clause 27.8(b) |
| Part 50 | Project Co's Notice – Disputed Defect – Referral to expert determination | Project Co | Clause 27.8(c) |
| Part 51 | State's Notice – Disputed Defect – Referral to expert determination | State | Clause 27.8(c) |
| **[NOT USED]** | | | |
| Part 52 | [Not used] |  |  |
| Part 53 | [Not used] |  |  |
| Part 54 | [Not used] |  |  |
| Part 55 | [Not used] |  |  |
| Part 56 | [Not used] |  |  |
| Part 57 | [Not used] |  |  |
| **INTERVENING EVENTS** | | | |
| Part 58 | Project Co's Notice – Intervening Event or any other matter during the Operational Phase preventing performance of the Services or other obligations | Project Co | Clause 32.1(a) |
| Part 59 | State's Notice – Unilateral relief in respect of an Intervening Event or any other matter during the Operational Phase preventing performance of the Services or other obligations | State | Clause 32.3(a) |
| Part 60 | Project Co's Notice – Cessation of Intervening Event or any other matter during the Operational Phase | Project Co | Clause 32.8(a) |
| **MODIFICATIONS** | | | |
| Part 61 | State's Notice – Modification Request | State | Clause 35.1(a) |
| Part 62 | Independent Reviewer's Notice – Updated Development Phase Program does not comply with Project Deed | Independent Reviewer | Clause 35.8(f) |
| Part 63 | Project Co's Notice – Direction constitutes or involves a Modification | Project Co | Clause 35.11(b) |
| Part 64 | State's Notice – Minor Modification Proposal | State | Clause 35.13(b) |
| Part 65 | Project Co's Notice – Minor Modification Proposal | Project Co | Clause 35.13(b) |
| Part 66 | State's Notice – Response to Minor Modification Proposal | State | Clause 35.13(f) |
| Part 67 | Project Co's Notice – Response to Minor Modification Proposal | Project Co | Clause 35.13(f) |
| Part 68 | State's Notice – Suspension of Minor Modification process | State | Clause 35.13(j) |
| Part 69 | State's Notice – Recommencement of the Minor Modification process | State | Clause 35.13(k) |
| [Part 70] | [State's Notice – Pre-Agreed Modification Election Notice] | [State] | [Clause 35.14(a)]  ***[Note: To be included or deleted on a project specific basis.]*** |
| **LOCAL JOBS FIRST POLICY** | | | |
| Part 71 | Independent Reviewer's Certification - Local Content and MPSG Requirement (Development Activities) | Independent Reviewer | Section 2.5(a) of Schedule 21 (*Relevant State Policies Schedule*) |
| **ABORIGINAL PARTICIPATION REQUIREMENTS** | | | |
| Part 72 | Independent Reviewer's Certification – Aboriginal Participation Requirements | Independent Reviewer | Section 5.4 of Schedule 21 (*Relevant State Policies Schedule*) |
| Part 73 | [Not used] |  |  |

2. Project Co's Certificate of Design Documentation

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

**From: [                           ]** (**Project Co**)

1. In accordance with section 3.3 of the Design Development Process Schedule, Project Co hereby confirms that:
   * 1. the Design Development Process has been conducted by Project Co in accordance with Schedule 24 (*Design Development Process Schedule*) and the Design Development Plan;
     2. the Design Documentation complies with this Deed (including the Delivery Requirements);
     3. the Design Documentation has been checked and verified; and
     4. the Design Documentation has been prepared so that when completed the Project Assets will be Fit For Purpose.
2. The Design Documentation to which this certificate applies is/are as follows:
   * 1. [*#insert*].
3. Terms defined in the Project Deed entered into between the State and Project Co dated [*#insert date*] have the same meaning in this certificate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. [Not used]
2. [Not used]
3. [Not used]
4. [Not used]
5. [Not used]

1. [Not used]
2. [Not used]
3. [Not used]
4. Project Co's Notice – Expectation of achieving Commercial Acceptance

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and **[                           ]** (**Independent Reviewer**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 24.2(a) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State and the Independent Reviewer that it reasonably expects to achieve Commercial Acceptance on [#insert date].
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Revised expected date of achieving Commercial Acceptance

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and **[                           ]** (**Independent Reviewer**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 24.2(b) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State and the Independent Reviewer that:
   * 1. the date it reasonably expects to achieve Commercial Acceptance as set out in the notice dated [#insert date] has changed; and
     2. it now reasonably expects to achieve Commercial Acceptanceon [#insert date].
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Commercial Acceptance achieved

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)and **[                           ]** (**Independent Reviewer**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 24.3(a) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby:
   * 1. states that it considers that Commercial Acceptance has been achieved;
     2. states that Returned Works Acceptance has been achieved in respect of all Returned Assets (other than any Returned Works Outstanding Items or Remaining Works), a list of which is provided in the attached Schedule A;
     3. requests that the State issue a Certificate of Commercial Acceptance;
     4. attaches the current Collated Returned Works Outstanding Items List in Schedule B; and
     5. [not used];
     6. attaches the current Remaining Works Schedule in Schedule D.
2. attaches the final Commercial Acceptance Report in Schedule E. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule A**

[#insert list of all Returned Assets]

**Schedule B**

[#insert current Collated Returned Works Outstanding Items List]

**Schedule C**

[Not used.]

**Schedule D**

[#insert current Remaining Works Schedule]

1. State's Notice – Commercial Acceptance achieved

**[Project] – Development Phase**

**To: [                           ]** (**Project Co**)and   
**[                           ]** (**Independent Reviewer**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 24.3(f) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby:
   * 1. notifies Project Co and the Independent Reviewer that it considers that Commercial Acceptance has been achieved; and
     2. requests that the Independent Reviewer assess whether Commercial Acceptance has been achieved.
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. [Not used]
2. [Not used]
3. Independent Reviewer's Certificate of Commercial Acceptance

**[Project] – Development Phase**

**To: [                           ]** on behalf of the Crown in right of the State of Victoria (**State**)and   
**[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to clause 24.3(j) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the Independent Reviewer hereby certifies that Commercial Acceptance has been achieved as at [#insert date].
2. In accordance with clauses 24.3(j)(iii) and 24.3(j)(iv) of the Deed, the Independent Reviewer sets out in the attached Schedules;
   * 1. the current Remaining Works Schedule (**Schedule A**); and
     2. the current Collated Returned Works Outstanding Items List (**Schedule B**).
3. Terms defined in the Deed have the same meaning in this certificate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the Independent Reviewer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule A**

[#insert current Remaining Works Schedule]

**Schedule B**

[#insert current Collated Returned Works Outstanding Items List]

1. Independent Reviewer's Notice – Commercial Acceptance not achieved (list of work remaining to be undertaken)

**[Project] – Development Phase**

**To: [                           ]** on behalf of the Crown in right of the State of Victoria (**State**)and

**[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to clause 24.3(n)(i)A of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), the Independent Reviewer has determined that Commercial Acceptance has not been achieved.
2. The work remaining to be undertaken by Project Co to achieve Commercial Acceptance is listed in the attached Schedule.
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the Independent Reviewer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert details of work remaining to be undertaken to achieve Commercial Acceptance]

1. Independent Reviewer's Notice – Commercial Acceptance not achieved (no list of work remaining to be undertaken)

**[Project] – Development Phase**

**To: [                           ]** on behalf of the Crown in right of the State of Victoria (**State**)and

**[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to clause 24.3(n)(i)B of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), the Independent Reviewer has determined that Commercial Acceptance has not been achieved.
2. Commercial Acceptance is so far from being achieved that it is not practicable to provide a list of the type referred to in clause 24.3(n)(i)A of the Deed.
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the Independent Reviewer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Returned Works Acceptance Requirements

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**), **[                           ]** (**Independent Reviewer**) and   
**[                           ]** (**Returned Asset Owner**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 24.4(g)(i) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby states that it considers that it has achieved all the Returned Works Acceptance Requirements in respect of the following Returned Works in accordance with the State Project Documents:
   * 1. [#insert details of Returned Works].
2. In accordance with clause 24.4(g)(ii), Project Co sets out in the attached Schedule the Returned Works Outstanding Items List for the above Returned Works.
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert Returned Works Outstanding Items List for those Returned Works]

1. State Notice – Returned Works Acceptance achieved

**[Project] – Development Phase**

**To: [                           ]** (**Project Co**),  
**[                           ]** (**Independent Reviewer**) and   
**[                           ]** (**Returned Asset Owner**)

**From: [                           ]**, on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 24.4(h) of the Project Deed between the State and Project Co dated [*#*insert date] (**Deed**), the State hereby:
   * 1. notifies Project Co, the Independent Reviewer and Returned Asset Owner that it considers that Returned Works Acceptance Requirements have been achieved in respect of the following Returned Works:
        1. [#insert details of Returned Works];
     2. requests that the Independent Reviewer issue a Certificate of Returned Works Acceptance for the above Returned Works; and
     3. in accordance with clause 24.4(h)(iii), sets out in the attached Schedule the Returned Works Outstanding Items List for the above Returned Works.
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert Returned Works Outstanding Items List for the above Returned Works]

1. State Notice – Agreement by State, Project Co and the Returned Assets Owner that Returned Works Acceptance Requirements have been met

**[Project] – Development Phase**

**To: [                           ]** (**Independent Reviewer**)

**From: [                           ]**, on behalf of the Crown in right of the State of Victoria (**State**),

1. Pursuant to clause 24.4(j) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby:
   * 1. notifies the Independent Reviewer that the State, Project Co and the relevant Returned Asset Owner have agreed that the Returned Works Acceptance Requirements have been met for the following Returned Works (other than any Remaining Works or Returned Works Outstanding Items):
        1. [#insert details of Returned Works];
     2. requests that the Independent Reviewer issue a Certificate of Returned Works Acceptance for the above Returned Works.
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Independent Reviewer's Certificate of Returned Work Acceptance

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**), **[                           ] (Returned Asset Owner)** and **[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to clause 24.4(m)(iii) of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), I certify that the Returned Works Acceptance Requirements have been met in respect of the following Returned Works:
   * 1. [#insert details of Returned Works].
2. Pursuant to clause 24.4(m)(iv), Returned Works Acceptance for the Returned Works described above will be [#insert date not fewer than 5 Business Days from the date of this notice].
3. In accordance with clauses 24.4(m)(v) of the Deed, I set out in the attachedschedule the Returned Works Outstanding Items List updated to include a timeframe within which all Returned Works Outstanding Items in the Returned Works Outstanding Items List must be rectified.
4. Terms defined in the Deed have the same meaning in this certificate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of [*#insert name of Independent Reviewer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date of Returned Works Acceptance and Date of Certificate

**Schedule**

[#insert details of the Returned Works Outstanding Items List updated to include a timeframe within which all Returned Works Outstanding Items in the Returned Works Outstanding Items List must be rectified, which must be as soon as reasonably possible and no later than the Date of Final Acceptance]

1. Independent Reviewer's Notice – Returned Works Acceptance Requirements for Returned Works not achieved (list of work remaining to be undertaken)

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**), **[                           ]** (**Returned Asset Owner**)and **[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to clause 24.4(o)(iii) of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), I advise that the Returned Works Acceptance Requirements for the following Returned Works have not been completed:
   * 1. [#insert details of Returned Works].
2. The work remaining to be undertaken in order for Project Co to meet the relevant Returned Works Acceptance Requirements for the above Returned Works is listed in the attached Schedule.
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of [*#insert name of Independent Reviewer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert details of work remaining to be undertaken]

1. Independent Reviewer's Notice – Returned Works Acceptance Requirements for Returned Works not achieved (no list of work remaining to be undertaken)

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**),

**[                           ]** (**Returned Asset Owner**) and

**[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to clause 24.4(o)(iv) of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), I advise that the Returned Works Acceptance Requirements for the following Returned Works have not been completed:
   * 1. [#insert details of Returned Works].
2. The Returned Works Acceptance Requirements for the above Returned Works are so far from being achieved that it is not practicable to provide a list of the type referred to in clause 24.4(o)(iii) of the Deed.
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of [*#insert name of Independent Reviewer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Expectation of achieving Final Acceptance

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and  
**[                           ]** (**Independent Reviewer**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 25.1(b) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State and the Independent Reviewer that it reasonably expects to achieve Final Acceptance on [#insert date].
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Final Acceptance achieved

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and

**[                           ]** (**Independent Reviewer**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 25.1(c) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby:
   * 1. states that it considers that Final Acceptance has been achieved;
     2. confirms that all Remaining Works and all Returned Works Outstanding Items have been completed;
     3. sets out in the attached Schedule the current Remaining Works Schedule and Collated Returned Works Outstanding Items List showing the dates on which the Remaining Works and Returned Works Outstanding Items were completed; and
     4. requests that the Independent Reviewer issue a Certificate of Final Acceptance.
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert the current Remaining Works Schedule and Collated Returned Works Outstanding Items List showing the dates on which the Remaining Works and Returned Works Outstanding Items (as applicable) were completed]

1. State's Notice – Final Acceptance achieved

**[Project] – Development Phase**

**To: [                           ]** (**Project Co**)and   
**[                           ]** (**Independent Reviewer**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 25.1(d) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby:
   * 1. notifies Project Co and the Independent Reviewer that it considers Final Acceptance has been achieved;
     2. confirms that all Remaining Works and all Returned Works Outstanding Items have been completed;
     3. sets out in the attached Schedule the current Remaining Works Schedule and Collated Returned Works Outstanding Items List showing the dates on which the Remaining Works and Returned Works Outstanding Items were completed; and
     4. directs Independent Reviewer to issue a Certificate of Final Acceptance.
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert the current Remaining Works Schedule and Collated Returned Works Outstanding Items List showing the dates on which the Remaining Works and Returned Works Outstanding Items (as applicable) were completed]

1. Independent Reviewer's Certificate of Final Acceptance

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)and **[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to clause 25.1(f) of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), I certify that Final Acceptance was achieved on [#insert Date of Final Acceptance].
2. Terms defined in the Deed have the same meaning in this certificate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of [*#insert name of Independent Reviewer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date of Final Acceptance and Date of Certificate

1. Independent Reviewer's Notice – Final Acceptance not achieved (list of work remaining to be undertaken)

**[Project] – Development Phase**

**To: [                           ]** on behalf of the Crown in right of the State of Victoria (**State**) and

**[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to clause 25.1(g)(i) of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), I advise that Final Acceptance has not been achieved.
2. The work remaining to be undertaken to achieve Final Acceptance is listed in the attached Schedule.
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of [*#insert name of Independent Reviewer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert details of work to be undertaken]

1. Independent Reviewer's Notice – Final Acceptance not achieved (no list of work remaining to be undertaken)

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and **[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to clause 25.1(g)(ii) of the Project Deed entered into between the State and Project Co dated [*#*insert date] (**Deed**), I advise that Final Acceptance has not been achieved.
2. Final Acceptance is so far from being achieved that it is not practicable to provide a list of the type referred to in clause 25.1(g)(i) of the Deed.
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of [*#insert name of Independent Reviewer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Proposed or likely departure from Development Phase Program critical path

**[Project] – Development Phase**

**To:**  **[                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and   
**[                           ]** (**Independent Reviewer**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 26.2(f) of the Project Deed between the State and Project Co dated [*#*insert date] (**Deed**), Project Co hereby notifies the State and Independent Reviewer that it has become aware of a [proposed / likely] departure from the critical path in the current Development Phase Program.
2. [#Insert details of the proposed or likely departure from the critical path in the current Development Phase Program, together with the reasons why it is necessary to do so to comply with the requirements of this Deed].
3. Pursuant to clause 26.2(g) of the Deed, the attached Schedule contains a Development Phase Program updated to reflect any changes to the critical path in accordance with the requirements of Part H of the PSDR for review by the State and the Independent Reviewer in accordance with the Review Procedures.
4. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert Development Phase Program updated to reflect any changes to the critical path in accordance with the requirements of Part H of the PSDR for review by the State and the Independent Reviewer in accordance with the Review Procedures]

1. Independent Reviewer's Notice – Non-compliance

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and  
**[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

[#Insert one of the following]:

1. [Pursuant to clause 26.4(b)(i) of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), I advise that I have determined that Commercial Acceptance will not be achieved by the Date for Commercial Acceptance*.*]

[or]

1. [Pursuant to clause 26.4(b)(ii) of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), I advise that I have determined that the Development Phase Program does not accurately reflect the actual progress of the Works in all material respects.]
2. The reasons for my determination are as follows:
   * 1. [#insert reasons].
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of [*#insert name of Independent Reviewer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Explanation and/or Remediation Plan (non-compliance)

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and **[                           ]** (**Independent Reviewer**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 26.4(d) of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby [#insert one or both of the following as required]:
   * 1. [notifies the State and the Independent Reviewer that it disagrees with the opinion contained within the 'Independent Reviewer's Notice - Non-compliance' dated [#insert date], in respect of the matters and for the reasons set out in the attached Schedule A (**Explanation**)];
     2. [to the extent that Project Co does not disagree with the Independent Reviewer's opinion] provides in the attached Schedule B a plan and program for the rectification of the non‑compliance specified in the Independent Reviewer's Notice - Non‑compliance dated [#insert date] (**Remediation Plan***)*]*.*
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule A**

[#insert Project Co's Explanation, if applicable]

**Schedule B**

[#insert details of Project Co's Remediation Plan, if applicable]

1. Independent Reviewer's Notice – Response to Explanation

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and **[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

[#Insert one of the following]:

1. [Pursuant to clause 26.4(e)(i) of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), I hereby notify the State and Project Co of my opinion that Project Co's Explanation dated [#insert date], adequately addresses the concerns raised in my Independent Reviewer's Notice - Non‑compliance dated [#insert date] (**Notice**) such that I withdraw the determination.
2. No further action is required from Project Co in connection with the Notice.]

[or]

1. [Pursuant to clause 26.4(e)(ii) of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), I hereby notify the State and Project Co of my opinion that Project Co's Explanation dated [#insert date], does not adequately address the concerns raised in my Independent Reviewer's Notice - Non‑compliance dated [#insert date] (**Notice**) such that I do not withdraw the determination.
2. The reasons for my opinion are:
   * + 1. [#insert details of and reasons for Independent Reviewer's opinion as to adequacy of Project Co's Explanation and/or Remediation Plan].
3. Accordingly, Project Co must, by [#insert date 10 Business Days after receipt of this notice], provide a Remediation Plan (which complies with the requirements set out in clause 26.4(f) of the Deed), for review in accordance with the Review Procedures.
4. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of [*#insert name of Independent Reviewer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Matter which will, or is likely to, give rise to a delay in achieving Acceptance

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State)** and  
**[                           ]** (**Independent Reviewer**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 26.5 of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State and the Independent Reviewer that [#insert description of the matter that has occurred].
2. This matter [will prevent and / or is likely to] give rise to a delay in achieving Acceptance, namely [#insert details of the delay the matter is likely to cause].
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Independent Reviewer's Notice – Updated Development Phase Program does not comply with Project Deed

**[Project] – Development Phase**

**To: [                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to clause 26.8(c) of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), I hereby notify Project Co of my determination that the updated Development Phase Program submitted in accordance with clause 26.8(a)(iii) of the Deed does not comply with the requirements in clause 26.8(a)(iii) of the Deed.
2. The reasons for my opinion are:
   * 1. [#insert reasons for the Independent Reviewer's opinion that the Development Phase Program does not comply with the requirements in clause 26.8(a)(iii) of the Deed].
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of [*#insert name of Independent Reviewer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Defect or possible Defect in the Works, Maintained Assets or a Returned Asset

**[Project] – Development Phase**

**To:**  **[                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and   
**[                           ]** (**Independent Reviewer**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 27.1(a) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State and the Independent Reviewer that it has identified a Defect or possible Defect in [*#*insert the Works / the Maintained Assets / a Returned Asset].
2. Project Co provides details of this Defect or possible Defect in the attached Schedule.
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert details of Defect or possible Defect]

1. Independent Reviewer's Notice – Defect or possible Defect in the Works, Maintained Assets or a Returned Asset

**[Project] – Development Phase / Operational Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and  
**[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to clause 27.1(b) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), I hereby notify the State and Project Co that I have identified a Defect or possible Defect in [#insert the Works / the Maintained Assets / a Returned Asset].
2. I provide details of this Defect or possible Defect in the attached Schedule.
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of [*#insert name of Independent Reviewer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert details of Defect or possible Defect]

1. State's Notice – Defect or possible Defect in the Works, Maintained Assets or a Returned Asset

**[Project] – Development Phase / Operational Phase**

**To: [                           ]** (**Project Co**) and  
**[                           ]** (**Independent Reviewer**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 27.1(c) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co and the Independent Reviewer that it has identified a Defect or possible Defect in [#insert the Works / the Maintained Assets / a Returned Asset].
2. The State provides details of this Defect or possible Defect in the attached Schedule.
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert details of Defect or possible Defect]

1. State's Notice – Acceptance or rectification of Defect

**[Project] – Development Phase / Operational Phase**

**To: [                           ]** (**Project Co**) and  
**[                           ]** (**Independent Reviewer**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 27.6(a)(ii) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co and the Independent Reviewer that in relation to [#insert details of the relevant Defect in the Works or the Maintained Assets which Project Co has failed to rectify within the required timeframe], the State will [accept the Defect / rectify the Defect (including by engaging others to rectify the Defect)].
2. Pursuant to clauses 27.6(c)(iv) and 27.6(c)(v) of the Deed, the State further notifies Project Co that:
   * 1. its acceptance is subject to the following conditions [#insert details of any reasonable conditions on any such acceptance];
     2. the following changes will be deemed to be made to the Deed to reflect the [acceptance / rectification] of the Defect by the State:
        1. [#insert details of any reasonable and appropriate amendments to the requirements for Acceptance, Handover and the purposes, functions, uses and requirements set out in the PSDR that will be deemed to be made to the Deed to reflect any acceptance of the Defect by the State].
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. State's Notice – Request for information regarding a Defect in the Works or the Maintained Assets

**[Project] – Development Phase / Operational Phase**

**To: [                           ]** (**Project Co**) and  
**[                           ]** (**Independent Reviewer**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clauses 27.6(b)(i) and 27.6(b)(ii) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co and the Independent Reviewer that in relation to [#insert details of the relevant Defect in the Works or the Maintained Assets], the State requires the following:
   * 1. that by [#insert date 20 Business Days from the date of this notice] the Independent Reviewer determine the following:
        1. the cost necessary to rectify the Defect;
        2. any Savings to Project Co as a result of the Defect and not having to rectify the Defect; and
        3. the relevant diminution in value of the Works or the Maintained Assets (as applicable) as a consequence of the Defect; and
     2. that by [#insert date 20 Business Days from the date of this notice], Project Co provide details of the Defect to the State outlined in the attached Schedule.
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

| **Project Co's response to State's request for information pursuant to Clause 27.6(b)(ii) of the Deed** | |
| --- | --- |
| Defect | [#Project Co to insert response] |
| Impact of the Defect on the Operations | [#Project Co to insert response] |
| Impact of the Defect on (if any):   * the Project Assets; * the Returned Assets; or * other assets in the vicinity of the Project Assets or Returned Asset and the Project Activities | [#Project Co to insert response] |
| Whether the Defect can be rectified and the work required to rectify the Defect if it is capable of rectification | [#Project Co to insert response] |
| Project Co's view of the impact that any acceptance or rectification of the Defect by the State will have on Project Co's ability to satisfy its obligations and warranties under the Deed | [#Project Co to insert response] |
| Project Co's assessment of any risks associated with the Defect being accepted or rectified by the State and the risk management strategy, including risk mitigation actions, Project Co will put in place if the Defect is accepted or rectified by the State | [#Project Co to insert response] |
| [#State to request any other information it reasonably requires] | [#Project Co to insert response] |

1. Project Co's Notice – Defect or possible Defect in Returned Asset during Returned Asset DLP

**[Project] – Development Phase**

**To:**  **[                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)  
**[                           ]** (**Returned Asset Owner**) and   
**[                           ]** (**Independent Reviewer**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 27.7(b)(i) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State, the Returned Asset Owner and the Independent Reviewer that it has identified a Defect or possible Defect in [#insert details of Returned Asset].
2. Particulars of the Defect or possible Defect are set out in the attached Schedule.
3. Pursuant to clause 27.7(c) of the Deed, Project Co will, by [#insert date 10 Business Days from the date of this notice], submit to the State and the Independent Reviewer, for review in accordance with the Review Procedures, a program for the rectification of the Defect in the Returned Asset, that ensures that the Defect is, to the extent reasonably possible, rectified no later than the end of the relevant Returned Asset DLP.
4. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert details of Defect or possible Defect]

1. State's Notice – Defect or possible Defect in Returned Asset during Returned Asset DLP

**[Project] – Development Phase**

**To: [                           ]** (**Project Co**)  
**[                           ]** (**Returned Asset Owner**) and  
**[                           ]** (**Independent Reviewer**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 27.7(b)(i) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co, the Returned Asset Owner and the Independent Reviewer that it has identified a Defect or possible Defect in [#insert details of Returned Asset].
2. Particulars of the Defect or possible Defect are set out in the attached Schedule.
3. Pursuant to clause 27.7(c) of the Deed, the State requires that by [#insert date 10 Business Days from the date of this notice] Project Co submit to the State and the Independent Reviewer, for review in accordance with the Review Procedures, a program for the rectification of the Defect in the Returned Asset, providing for the Defect, to the extent reasonably possible, to be rectified no later than the end of the relevant Returned Asset DLP.
4. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert details of Defect or possible Defect]

1. Independent Reviewer's Notice – Defect or possible Defect in Returned Asset during Returned Asset DLP

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)   
**[                           ]** (**Project Co**) and  
**[                           ]** (**Returned Asset Owner**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to clause 27.7(b)(ii) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), I hereby notify the State, Project Co and the Returned Asset Owner that I believe that there is a Defect or possible Defect in [#insert detailed of Returned Asset].
2. Particulars of the Defect or possible Defect are set out in the attached Schedule.
3. Pursuant to clause 27.7(c) of the Deed, I require that by [#insert date 10 Business Days from the date of this notice] Project Co submit to the State and the Independent Reviewer, for review in accordance with the Review Procedures, a program for the rectification of the Defect in the Returned Asset, providing for the Defect , to the extent reasonably possible, to be rectified no later than the end of the relevant Returned Asset DLP.
4. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of [*#insert name of Independent Reviewer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

[#insert details of Defect or possible Defect]

1. State's Notice – Acceptance or rectification of Defect in Returned Asset during Returned Asset DLP

**[Project] – Development Phase**

**To: [                           ]** (**Project Co**) and  
**[                           ]** (**Independent Reviewer**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 27.7(g)(i) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co and the Independent Reviewer that in relation to [#insert details of Defect in a Returned Asset which Project Co has failed to rectify within the required timeframe], the State will [#accept the Defect or rectify the Defect (including by engaging others to rectify the Defect)].
2. Pursuant to clause 27.7(i)(ii) of the Deed, the State notifies Project Co that its acceptance is subject to the following conditions:
   * 1. [#insert details of any reasonable conditions on any such acceptance].
3. Pursuant to clause 27.7(i)(iii) of the Deed, the State further notifies Project Co of the following changes that will be deemed to be made to the Deed to reflect [acceptance / rectification] of the Defect by the State:
   * 1. [#insert details of any reasonable and appropriate amendments to the requirements for Acceptance, Handover and the purposes, functions, uses and requirements set out in the PSDR that will be deemed to be made to the Deed to reflect any acceptance or rectification of the Defect by the State].
4. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. State's Notice – Request for information regarding a Defect in Returned Asset during Returned Asset DLP

**[Project] – Development Phase**

**To: [                           ]** (**Project Co**) and  
**[                           ]** (**Independent Reviewer**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clauses 27.7(h)(i) and 27.7(h)(ii) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co and the Independent Reviewer that in relation to [#insert details of the relevant Defect in a Returned Asset], the State requires the following:
   * 1. that by [#insert date 20 Business Days from the date of this notice] the Independent Reviewer determine the following:
        1. the cost necessary to rectify the Defect;
        2. any Savings to Project Co as a result of the Defect and not having to rectify the Defect;
        3. the relevant diminution in value of the Returned Asset and any Project Assets as a consequence of the Defect; and
     2. that by [#insert date 20 Business Days from the date of this notice], Project Co provide details of the Defect to the State outlined in the attached Schedule.
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**Schedule**

| **Project Co's response to State's request for information pursuant to Clause 27.7(h)(ii) of the Deed** | |
| --- | --- |
| Defect in the Returned Asset | [#Project Co to insert response] |
| Impact of the Defect on the Operations | [#Project Co to insert response] |
| Impact of the Defect on (if any):   * the Project Assets; * the Returned Assets; or * other assets in the vicinity of the Project Assets or Returned Asset and the Project Activities | [#Project Co to insert response] |
| Whether the Defect can be rectified and the work required to rectify the Defect if it is capable of rectification | [#Project Co to insert response] |
| Project Co's view of the impact that any acceptance or rectification of the Defect by the State will have on Project Co's ability to satisfy its obligations and warranties under the Deed | [#Project Co to insert response] |
| Project Co's assessment of any risks associated with the Defect being accepted or rectified by the State and the risk management strategy, including risk mitigation actions, Project Co will put in place if the Defect is accepted or rectified by the State | [#Project Co to insert response] |
| [#State to request any other information it reasonably requires] | [#Project Co to insert response] |

1. Project Co's Notice – Disputed Defect

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and  
**[                           ]** (**Independent Reviewer**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 27.8(a) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State and the Independent Reviewer that [#insert one of the following]:
   * 1. [contrary to the notice provided by [#the State or the Independent Reviewer] on [#insert date of notice] in accordance with clause [#insert one of the following: 27.1(b), 27.1(c) or 27.7(b)] of the Deed, it does not agree that [#insert alleged Defect or possible Defect in the Works, the Maintained Assets or the Returned Assets] is a Defect.];
     2. [it does not agree with the Independent Reviewer's determination dated [#insert date] that [#insert details of what the Independent Reviewer has determined under clauses 27.6(b), 27.7(d) or 27.7(h)(i)].];
     3. [in relation to the 'State's Notice – Acceptance or rectification of Defect' or 'State's Notice – Acceptance or rectification of Defect in Returned Asset during Returned Asset DLP'] dated [#insert date] provided in accordance with clause [#insert one of the following: 27.6(c)(iv) or 27.7(i)(ii)] of the Deed, it disagrees with the following condition(s):
        1. [#insert details of conditions imposed by the State in accordance with clauses 27.6(c)(iv) or 27.7(i)(ii) with which Project Co disagrees.];
     4. [in relation to the [#'State's Notice – Acceptance or rectification of Defect' or 'State's Notice – Acceptance or rectification of Defect in Returned Asset during Returned Asset DLP'] dated [#insert date] provided in accordance with clause [#insert one of the following: 27.6(c)(v) or 27.7(i)(iii)] of the Deed, it disagrees with the following change(s) that the State deems to be made to the Deed to reflect the acceptance of the Defect by it:
        1. [#insert details of the determination(s) by the State of the changes that will be deemed to be made to the Deed to reflect the acceptance of the Defect by it in accordance with clauses 27.6(c)(v) or 27.7(i)(iii)].].
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Disputed Defect – Referral to Independent Reviewer

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and  
**[                           ]** (**Independent Reviewer**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 27.8(b) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State and the Independent Reviewer that in relation to 'Project Co's Notice – Disputed Defect' dated [#insert date] and the disagreement in respect of [#insert details of the relevant notice or determination by the State under clauses 27.1(c), 27.6(c)(iv), 27.6(c)(v), 27.7(b), 27.7(i)(ii) or 27.7(i)(iii)], Project Co refers the matter for determination by the Independent Reviewer.
2. Pursuant to clause 27.8(b) of the Deed, Project Co requires the Independent Reviewer, by [#insert date 20 Business Days after the date of this notice], to make a determination as to the matter and notify the parties of its determination and reasons.
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. State's Notice – Disputed Defect – Referral to Independent Reviewer

**[Project] – Development Phase**

**To: [                           ]** (**Project Co**) and  
**[                           ]** (**Independent Reviewer**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 27.8(b) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co and the Independent Reviewer that in relation to 'Project Co's Notice – Disputed Defect' dated [#insert date] and the disagreement in respect of [#insert details of the relevant notice or determination by the State under clauses 27.1(c), 27.6(c)(iv), 27.6(c)(v), 27.7(b), 27.7(i)(ii) or 27.7(i)(iii)], the State refers the matter for determination by the Independent Reviewer.
2. Pursuant to clause 27.8(b) of the Deed, the State requires the Independent Reviewer, by [#insert date 20 Business Days after the date of this notice], to make a determination as to the matter and notify the parties of its determination and reasons.
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Disputed Defect – Referral to expert determination

**[Project] – Development Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 27.8(c) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State that [#insert one of the following]:
   * 1. [in relation to [#insert details of the notice given by the Independent Reviewer under clauses 27.1(b) or 27.7(b); or a determination by the Independent Reviewer under clauses 27.6(b), 27.7(d), 27.7(h)(i) or 27.8(b)], Project Co refers the matter to expert determination in accordance with clause 48.2(f) of the Deed.]

or

* + 1. [in relation to 'Project Co's Notice – Disputed Defect' dated [#insert date], as the Independent Reviewer is no longer engaged in respect of the Project, Project Co refers the matter to expert determination in accordance with clause 48.2(f) of the Deed.]

1. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. State's Notice – Disputed Defect – Referral to expert determination

**[Project] – Development Phase**

**To: [                           ]** (**Project Co**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 27.8(c) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co that [#insert one of the following]:
   * 1. [in relation to [#insert details of the notice given by the Independent Reviewer under clauses 27.1(b) or 27.7(b); or a determination by the Independent Reviewer under clauses 27.6(b), 27.7(d), 27.7(h)(i) or 27.8(b)], the State refers the matter to expert determination in accordance with clause 48.2(f) of the Deed.]

or

* + 1. [in relation to 'Project Co's Notice – Disputed Defect' dated [#insert date], as the Independent Reviewer is no longer engaged in respect of the Project, the State refers the matter to expert determination in accordance with clause 48.2(f) of the Deed.].

1. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. [Not used]
2. [Not used]
3. [Not used]
4. [Not used]
5. [Not used]

1. [Not used]
2. Project Co's Notice – Intervening Event or any other matter during the Operational Phase preventing performance of the Services or other obligations

**[Project] – Operational Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 32.1(a) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State that an Intervening Event or other matter has occurred which has or will prevent Project Co from performing the Services or other obligations under the Deed in accordance with the requirements of the Deed.
2. Particulars of the Intervening Event or other matter which have occurred and its current effect and likely further effect are as follows:
   * 1. [#describe the Intervening Event or any other matter which has occurred during the Operational Phase and list the current effects and likely further effects of the relevant Intervening Event or other matter].
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

*[#insert name and address of Project Co]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. State's Notice – Unilateral relief in respect of an Intervening Event or any other matter during the Operational Phase preventing performance of the Services or other obligations

**[Project] – Operational Phase**

**To: [                           ]** (**Project Co**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 32.3(a) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby grants Project Co relief in respect of [#insert details of relevant Intervening Event and its consequences or any other matter that has occurred during the Operational Phase which has prevented, or will prevent, Project Co's performance of the Services or other obligations under the Deed (which are not Development Activities) during the Operational Phase].
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Cessation of Intervening Event or any other matter during the Operational Phase

**[Project] – Operational Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 32.8(a) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State that:
   * 1. in relation to 'Project Co's Notice – Intervening Event or any other matter during the Operational Phase preventing performance of the Services or other obligations' dated [#insert date] provided in accordance with clause 32.1(a) of the Deed, Project Co has ceased to be prevented from performing the Services or other obligations which were previously prevented by [#describe the Intervening Event or its consequences or any other matter that has occurred during the Operational Phase]; and
     2. accordingly, Project Co will recommence performing all obligations suspended as a result of the Intervening Event.
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. State's Notice – Modification Request

**[Project] – Development Phase / Operational Phase**

**To: [                           ]** (**Project Co**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 35.1(a) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co that the State is considering a proposed Modification.
2. The information required under clause 35.1(a) is set out below:
   * 1. [Details of the proposed Modification the State is considering:

[#insert]

* + 1. [If any is required insert: The State's preferred funding for the proposed Modification in accordance with the Change Compensation Principles:

[#insert]

* + 1. Any specific information that the State requires Project Co to include in its Change Notice or that may be relevant to the preparation of the Change Notice:

[#insert]]

1. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Independent Reviewer's Notice – Updated Development Phase Program does not comply with Project Deed

**[Project] – Development Phase**

**To: [                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to clause 35.8(f) of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), I hereby notify Project Co of my determination that the updated Development Phase Program submitted in accordance with clause 35.8(d)(iv) of the Deed does not comply with the requirements of that clause.
2. The reasons for my opinion are:
   * 1. [#insert detailed reasons for the Independent Reviewer's opinion that the updated Development Phase Program does not comply with the requirements of clause 35.8(d)(iv)].
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of *[#insert name of Independent Reviewer]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Direction constitutes or involves a Modification

**[Project] – Development Phase / Operational Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 35.11(b) of the Project Deed entered into between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State that, in relation to the State's direction [#insert details of the direction] given on [#insert date], Project Co considers that the direction constitutes or involves a Modification.
2. Project Co will, within 10 Business Days after the date of this notice, and before commencing work on the subject matter of the direction, give the State a Modification Proposal in accordance with the requirements set out in clause 35.2 of the Deed, as if that direction by the State was a Modification Request issued under clause 35.1 of the Deed.
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

*[#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. State's Notice – Minor Modification Proposal

**[Project] – Operational Phase**

**To: [                           ]** (**Project Co**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 35.13(b) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co that it wishes to propose a Modification which is a Minor Modification.
2. Details of the proposed Minor Modification are as follows:
   * 1. [#insert details of the proposed Minor Modification].
3. Pursuant to clauses 35.13(c) and 35.13(d) of the Deed, Project Co will provide the State with its claim for the amount payable for the proposed Minor Modification by [#insert date 3 Business Days from the date of this notice].
4. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Minor Modification Proposal

**[Project] – Operational Phase**

**To: [                           ]**, on behalf of the Crown in right of the State of Victoria (**State**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 35.13(b) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State that it wishes to propose a Modification which is a Minor Modification.
2. Details of the proposed Minor Modification are as follows:
   * 1. [#insert details of the proposed Minor Modification].
3. Pursuant to clauses 35.13(c) and 35.13(d) of the Deed, Project Co will provide the State with its claim for the amount payable for the proposed Minor Modification by [#insert date 3 Business Days from the date of this notice].
4. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of Project Co

*[#insert name and address of Project Co]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. State's Notice – Response to Minor Modification Proposal

**[Project] – Operational Phase**

**To: [                           ]** (**Project Co**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 35.13(f) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co that, in response to 'Project Co's Notice – Minor Modification Proposal' dated [#insert date], the State [#insert one of the following]:
   * 1. [accepts the Minor Modification Proposal.]
     2. [rejects the Minor Modification Proposal.]
     3. [sets out the following amendments to the Minor Modification Proposal:
        1. [#insert details of reasonable amendments]]
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Project Co's Notice – Response to Minor Modification Proposal

**[Project] – Operational Phase**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

**From: [                           ]** (**Project Co**)

1. Pursuant to clause 35.13(f) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), Project Co hereby notifies the State that, in response to 'State's Notice – Minor Modification Proposal' dated [#insert date], Project Co [#insert one of the following]:
   * 1. [accepts the Minor Modification Proposal.]
     2. [rejects the Minor Modification Proposal.]
     3. [sets out the following amendments to the Minor Modification Proposal:
        1. [#insert details of reasonable amendments]]
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of

[*#insert name and address of Project Co*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. State's Notice – Suspension of Minor Modification process

**[Project] – Operational Phase**

**To: [                           ]** (**Project Co**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 35.13(j) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co that it is suspending the Minor Modification process set out in clause 35.13 of the Deed because the State considers that the following aspect of the Minor Modification process is not meeting the purposes set out in clause 35.13(a) of the Deed:
   * 1. [#insert details of aspect of the Minor Modification process not meeting the purposes set out in clause 35.13(a) of the Deed.]
2. The State hereby notifies Project Co that all Minor Modifications will hereafter be managed in accordance with the process set out in clause 35 of the Deed (other than clause 35.13 of the Deed).
3. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. State's Notice – Recommencement of the Minor Modification process

**[Project] – Operational Phase**

**To: [                           ]** (**Project Co**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 35.13(k) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co that it is recommencing the Minor Modification process set out in clause 35.13 of the Deed that was suspended by 'State's Notice – Suspension of the Minor Modification process' dated [#insert date].
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. State's Notice – Pre-Agreed Modification Election Notice

**[Project] – Development Phase**

**To: [                           ]** (**Project Co**)

**From: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**)

1. Pursuant to clause 35.14(a) of the Project Deed between the State and Project Co dated [#insert date] (**Deed**), the State hereby notifies Project Co that it directs the [*insert relevant name of Pre-Agreed Modification*] Pre-Agreed Modification.
2. Terms defined in the Deed have the same meaning in this notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of the State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

1. Independent Reviewer's Certification – Local Content and MPSG Requirement (Development Activities)

**[Project]**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and **[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to section 2.5(a) of Schedule 21 *(Relevant State Policies Schedule)* of the Project Deed entered into between the State and Project Co dated [*#insert date*] (**Deed**), I certify that the percentage of:
   * 1. Local Content used by Project Co to the Date of Commercial Acceptance in undertaking the Development Activities is [*#*]%; and
     2. actual total labour hours for the Development Activities performed by Apprentices, Trainees and Cadets to the Date of Commercial Acceptance is [#]%.
2. Terms defined in the Deed have the same meaning in this certificate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of [*#insert name of Independent Reviewer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Date [*Note: certification must be made on the Date of Commercial Acceptance*]

1. Independent Reviewer's Certification – Aboriginal Participation Requirements

**[Project]**

**To: [                           ]**,on behalf of the Crown in right of the State of Victoria (**State**) and **[                           ]** (**Project Co**)

**From: [                           ]** (**Independent Reviewer**)

1. Pursuant to section 5.4 of Schedule 21 *(Relevant State Policies Schedule)* of the Project Deed entered into between the State and Project Co dated [*#insert date*] (**Deed**), I certify that the percentage of Aboriginal Persons comprising the Project Co Development Phase Workforce undertaking the Development Activities in Victoria is [*#*]%, calculated as an Annualised Employee Equivalent against the Project Co Development Phase Workforce.
2. Terms defined in the Deed have the same meaning in this certificate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signed for and on behalf of [*#insert name of Independent Reviewer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Date [*Note: certification must be made within 20 Business Days of the Date of Commercial Acceptance*]

1. [Not used]