# Attachment 1 – Registration Document

TO: WSA Co Limited (ABN 81 618 989 272)

BY: *[Interested Party to insert name, ACN and address of the Interested Party]*

We refer to the Registration of Interest for the Airside Civil and Pavement Works package for Western Sydney International.

**Registration Submission**

1. We submit our registration on the basis of, and accept and agree with, the terms of the Registration of Interest document.

**Details of the Interested Party**

|  |  |
| --- | --- |
| Interested Party | Details |
| Legal name and ABN of Interested Party  *(If the interested party is a consortium, include legal names and ABNs of each of its proposed members)* |  |
| Address of the Interested Party  *(Physical address to be provided, not a PO Box)* |  |
| Website of the Interested Party |  |
| Primary contacts |  |
| Contact details for the primary contact(s) |  |
| If a consortium, include names of Participants |  |

Registration Requirement

|  |  |
| --- | --- |
| Minimum Requirement | Submission Requirement |
| 1. The Interested Party, or at least one member of the Interested Party’s intended consortium, was successfully registered through WSA’s previous ROI process for the package titled, Bulk Earthworks and Airside Civils; or 2. The Interested Party, or at least one member of the Interested Party’s intended consortium, must demonstrate that it has completed or is currently working on similar projects with a similar scope of works to the works envisaged under this Airside Civil and Pavement Works package (including of similar magnitude (size and complexity)) within the past ten years, noting that**:**    1. Experience is to be detailed in the form of the project fact sheet included in Attachment 4, up to a maximum of two pages per project referenced; and    2. The Interested Party’s role in each project referenced should be that of a head contractor responsible for the detailed design and construction of the works. | Attach and refer to completed project fact sheets if applicable (no more than two pages per project referenced) |

DATED this day of 2020

***[Note to Interested Parties: Interested Parties may reproduce signature blocks as required, so that where the Interested Party is a consortium, this Registration Document can be signed by each participant comprising the Interested Party.]***

|  |  |  |
| --- | --- | --- |
| EXECUTED AND DELIVERED AS A DEED POLL by [***INSERT INTERESTED PARTY NAME and ABN***] in accordance with section 127 of the *Corporations Act 2001* (Cth): | | |
|  |  |  |
| Signature of director |  | Signature of director/secretary |
|  |  |  |
| Print Name |  | Print Name |
|  | | |
| oR  SIGNED, SEALED AND DELIVERED AS A DEED POLL by [***INSERT INTERESTED PARTY and ABN***] under power of attorney in the presence of: | | |
|  |  | Signature of attorney |
|  |  |  |
| Signature of witness |  | Name |
|  |  |  |
| Name |  | Date of power of attorney |

# Attachment 2 – Confidentiality and Disclaimer Deed Poll

**Western Sydney International**

**THIS DEED** is made on 2020

**IN FAVOUR OF** the Beneficiaries.

**INTERESTED PARTY**: ***[Note to Interested Party: If Interested Party comprises more than one participant, each participant's name and ABN should be included.]***

**Name**:

**ABN/ACN**:

**Address**:

(**[**together comprising**]** the **Interested Party**).

**RECITALS**:

1. WSA may disclose certain Confidential Information to the Interested Party and provide the Interested Party with access to certain Information Documents.
2. This Deed Poll sets out the terms that will apply in respect of the Interested Party’s access to the Confidential Information and Information Documents.

**THE PARTIES AGREE AS FOLLOWS**:

**INTERPRETATION**

1. **Definitions**

The following definitions apply unless the context requires otherwise.

**Beneficiaries** means the beneficiaries of the Interested Party’s promises under this Deed Poll, being WSA, the Commonwealth, and any entity notified under clause 7(h), and Beneficiary means any of them.

**Business Day** means any day other than a Saturday, Sunday or public holiday in Sydney, or 27, 28, 29, 30 and 31 December.

**Claim** includes any claim, action, demand or proceeding:

* + - 1. arising out of, or in connection with, any task, thing or relationship connected with the Project; or
      2. otherwise at law or in equity including:
         1. by or for breach of statute;
         2. in tort for negligence or otherwise, including negligent misrepresentation; or
         3. for restitution, including restitution based on unjust enrichment.

The term "Claim" does not include a claim made against any Beneficiary by any third party, other than a third party to whom the Interested Party discloses the Information Documents, arising from a breach by such Beneficiary of an obligation which the Beneficiary owes to that third party in relation to the Information Documents.

**Commonwealth** means the Crown in right of the Commonwealth of Australia.

**Comprehensive Security Measures** means such reasonable IT and physical security measures and workplace policies as required to prevent unauthorised disclosure and use.

**Confidential Information** means:

* + - 1. Information Documents;
      2. information acquired by the Interested Party or its Representatives in relation to the Project or the Works; and
      3. any notes or other Documents which include the Confidential Information or any summary, extract or part of it, copies or any other thing derived from anything described in paragraph (a) or (b) of this definition,

whether or not marked as one or more of “Official”, “Sensitive”, "Commercial in Confidence", "Proprietary" or "Confidential", and which may be provided in writing, electronically, verbally or otherwise, but does not include any information which the Interested Party can demonstrate to be in the public domain or was known to the Interested Party at the time of disclosure other than through a breach of this Deed Poll or any other obligation of confidence.

**Document** means any type of document, including:

* + - 1. paper or other material on which there is writing, printing, marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and
      2. any material from which sounds, images, writing or messages can be reproduced.

**Information Document** means any information, opinion, data, materials, models or document which is:

* + - 1. made available to the Interested Party through the Data Room;
      2. issued or made available by, or on behalf of, any Beneficiary to the Interested Party in connection with the Project or any Procurement Documents process and which at the time of issue (or being made available) is expressly classified or stated to be an "Information Document";
      3. issued or made available by, or on behalf of, any Beneficiary to the Interested Party in connection with the Project, but which is not intended to form part of any Procurement Documents (regardless of whether or not it is expressly classified or stated to be an "Information Document"), including any information, opinion, data, materials, models or document which is provided (including verbally or visually) by WSA at, or following from, any market sounding or briefing or WSA's participation in any early Interested Party involvement workshops or any other interactive engagement process under the Procurement Documents; or
      4. referred to or incorporated by reference in an Information Document,

whether issued or made available before or after the date of this Deed Poll.

**Interested Party** means the entity or entities that have executed this Deed Poll.

**Registration of Interest** means the registration of interest in relation to the Works issued by WSA on or about 03 February 2020.

**Participant** means an entity which is a partner or joint participant in the Interested Party.

**Procurement Documents** means any registration, expression of interest, request for tender or similar procurement document in relation to the Works or the Project.

**Project** means the Western Sydney International (Nancy-Bird Walton) Airport project.

**Related Company** means a related body corporate as defined by section 9 of the Corporations Act 2001 (Cth).

**Representatives** means any employees, agents or contractors of the Interested Party or any Participant that are in any way involved in the Project or the Works.

**Works** means the Airside Civil and Pavement Works for the Project as described in the Registration of Interest.

**WSA** means WSA Co Limited ACN 618 989 272.

**WSA Data Room** means, as the context requires, any or all of:

* + - 1. the electronic data room containing documents, data and other information regarding the Works and /or Project;
      2. the electronic data room containing WSA-initiated questions; and
      3. any other electronic data room,

created and maintained by WSA for the purposes of the Works and any Procurement Documents process.

1. **Interpretation**

In this Deed Poll unless the context otherwise requires:

* + - 1. references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
      2. the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
      3. a reference to any party to this Deed Poll includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
      4. a reference to this Deed Poll or to any other deed poll, deed, agreement, document or instrument is deemed to include a reference to this Deed Poll or such other deed poll, deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
      5. words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
      6. a reference to:
         1. a party, clause or schedule is a reference to a party, clause or schedule of or to this Deed Poll; and
         2. a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
      7. where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
      8. no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Deed Poll or any part;
      9. any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated; and
      10. headings do not affect the interpretation of this Deed Poll.

**INTERESTED PARTY DISCLAIMER**

The Interested Party:

* + - 1. warrants that it will not rely upon the Procurement Documents or Information Documents as being proper, accurate, adequate, suitable, current, fit for purpose, reasonable, reliable or complete for the purposes of enabling the Interested Party to respond to the Procurement Documents or perform the Works which the Interested Party will be required to perform if it enters into any contract with WSA relating to the Works;
      2. warrants that it will make its own independent evaluation of the accuracy, adequacy, suitability, currency, fitness for purpose, reasonableness, reliability and completeness of the Procurement Documents or Information Documents for the purposes of enabling the Interested Party to respond to the Procurement Documents or perform the obligations which the Interested Party will be required to perform if it enters into any contract with WSA relating to the Works;
      3. acknowledges and agrees that:
         1. no representation or warranty (express or implied) has been or is made by the Beneficiaries or any of them (or by anyone on their behalf) to the Interested Party that:

the scope of works and any technical criteria, data or any other specifications, or drawings included in the Procurement Documents or Information Documents will represent a completed strategy for any works or services relating to the Works or the Project or that they are accurate, adequate, suitable, current, fit for purpose, reasonable or reliable for any purposes; and

the Procurement Documents or Information Documents or any advice or information given by any Beneficiary with respect to the Project, the Procurement Documents or the Information Documents, are accurate, adequate, suitable, current, fit for purpose, reasonable, reliable or complete for any purpose connected with the Project;

* + - * 1. the Beneficiaries will provide it with the Information Documents for the information only of the Interested Party;
        2. the Information Documents or any information or data do not form part of the Procurement Documents and will not form part of any contract with respect to the Project (whether referred to in any contract, or included as a schedule, exhibit, annexure or otherwise);
        3. none of the Beneficiaries owes any duty of care to the Interested Party with respect to the Procurement Documents or Information Documents;
        4. the Beneficiaries:

are not responsible for; and

make no representation, guarantee or warranty in respect of,

the contents of the Procurement Documents or Information Documents or any advice or information given by any Beneficiary with respect to the Project, the Procurement Documents or the Information Documents, including the accuracy, adequacy, suitability, currency, fitness for purpose, reasonableness, reliability or completeness of any reports, data, test results, samples, reports or geotechnical investigations, opinions, recommendations, findings or other information contained in the Procurement Documents or Information Documents;

* + - * 1. the Procurement Documents or Information Documents will not purport to contain, or be, all of the information that an interested party (including the Interested Party) may require in order to make any decision to respond to the Procurement Documents or perform the obligations which the Interested Party will be required to perform if it enters into a contract with WSA for the performance of the Works;
      1. for any purpose in connection with the Project, the Interested Party acknowledges and agrees that:
         1. the Beneficiaries will be providing the Procurement Documents and Information Documents to the Interested Party in reliance upon the acknowledgements and warranties contained in this Deed Poll;
         2. insofar as is permitted by law, the Beneficiaries will not be liable to the Interested Party upon any Claim arising out of or any way in connection with:

the provision of, or the purported reliance upon, or use of, the Procurement Documents or Information Documents by the Interested Party or any other person to whom the Procurement Documents or Information Documents are disclosed by the Interested Party; or

a failure by a Beneficiary to provide any information to the Interested Party; and

* + - * 1. none of the Beneficiaries have any obligation to provide any additional information or to update the Procurement Documents or Information Documents or to correct or inform any person or entity of any inaccuracies in the Procurement Documents or Information Documents which may become apparent.

**RELEASE AND INDEMNITY**

* + - 1. To the maximum extent permitted by law, the Interested Party:
         1. unconditionally and irrevocably releases, discharges and indemnifies the Beneficiaries (or any of them) from and against:

any Claim, liability, loss, damage, cost or expense suffered or incurred in connection with, or arising out of or in connection with, any breach of this Deed Poll by the Interested Party or its Representatives or any disclosure of the Confidential Information by the Representatives other than as permitted by this Deed Poll;

any Claim against any Beneficiary by, or liability of any Beneficiary to, any person; or

(without being limited by clause 3(a)(i)(A)) any liabilities, costs, losses or damages suffered or incurred by any Beneficiary,

arising, now or in the future, in any way out of or in connection with the provision of, or the purported reliance upon, or use of, the Procurement Documents or Information Documents by the Interested Party, its Representatives or any other person to whom the Procurement Documents or Information Documents are disclosed by the Interested Party; and

* + - * 1. unconditionally and irrevocably agrees that no Claim can be made by the Interested Party or its Representatives against a Beneficiary arising in any way from, or relating in any way whatsoever to, the Procurement Documents or Information Documents and hereby releases each Beneficiary from any such claim.
      1. It is not necessary for a Beneficiary to incur expense or make payments before enforcing its right of indemnity.

**DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION**

* 1. **Interested Party’s obligations**
     + 1. In consideration of the Beneficiaries agreeing to provide it with Confidential Information, the Interested Party must, subject to clause 4.3, keep confidential and not disclose to any person the Confidential Information.
       2. Except as required by law, the Interested Party warrants that it will not:
          1. do any act or thing involving the use or disclosure of the Confidential Information which may cause loss or damage to the Beneficiaries;
          2. use or permit the use of the Confidential Information for any purpose other than in connection with the Works unless authorised by a separate agreement between the Interested Party and the Beneficiaries, and then only to the extent permitted by that agreement;
          3. introduce any Confidential Information into any computer system or other device operated, controlled or which may be accessed to any extent by a person other than the Beneficiaries or any Representative to whom disclosure is permitted by clause 4.3;
          4. copy or reproduce the Confidential Information except to the extent necessary for the Works; and
          5. make notes except to the extent necessary for the Works.
  2. **Security measures**

The Interested Party must establish and maintain Comprehensive Security Measures to ensure that any Confidential Information in its possession, custody or control is secure at all times. Without limiting this obligation, the Interested Party must keep the Confidential Information no less secure than its own confidential information.

* 1. **When Interested Party may disclose**

The Interested Party may disclose the Confidential Information:

* + - 1. with the prior written consent of WSA;
      2. to its Representatives to the extent that each has a need to know the information for the purposes of Procurement Documents and, in the case of Representatives that will have access to the WSA Data Room; and
      3. to the extent required by law or applicable listing rules.
  1. **Representatives**
     + 1. The Interested Party must ensure that its Representatives (whether or not still employed or engaged by the Interested Party) do not do or omit to do anything which if done or omitted to be done by the Interested Party would be a breach of the Interested Party’s obligations under this Deed Poll.
       2. If a Representative does or omits to do anything which if done or omitted to be done by the Interested Party would be a breach of the Interested Party's obligations under this Deed Poll, such conduct will be deemed to be a breach of this Deed Poll by the Interested Party.
       3. The Interested Party consents, and must procure the necessary consents from its Representatives, to such inspections and audits as may be reasonably required by any or all of the Beneficiaries for auditing compliance by the Interested Party and its Representatives with the terms of this Deed Poll.
  2. **Return of Confidential Information**
     + 1. Subject to the rest of this clause 4.5, if requested by WSA, the Interested Party must:
          1. promptly return to the relevant Beneficiary or Beneficiaries, as applicable, all documents and other physical records of Confidential Information in its possession, custody, power or control;
          2. delete the Confidential Information from any computer system or other device operated, controlled or which may be accessed by the Interested Party and its Representatives; and
          3. provide a statutory declaration to any or all of the Beneficiaries, as applicable, confirming that all those documents and records and any copies have been returned or erased, as appropriate.
       2. The Interested Party may retain one copy of any Confidential Information as required to comply with any law, court order, rule or requirement of any stock exchange or government, corporate governance, insurance or internal audit requirements.
       3. The Interested Party is not required to delete Confidential Information that is stored in electronic form in back-up tapes, servers or other sources as a result of the Interested Party’s ordinary back-up procedures for electronic data, provided that no attempt is made by the Interested Party to recover such Confidential Information from the back-up tapes, servers or other sources other than for purposes permitted by this Deed Poll.
  3. **No exclusion of law or equity**

This Deed Poll must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

**BREACH OF CONFIDENTIALITY OBLIGATIONS**

* + - 1. The Interested Party must immediately notify WSA of, and take all steps necessary to prevent:
         1. any actual, threatened or suspected breach of clause 4 of this Deed Poll by the Interested Party; or
         2. any unauthorised use or disclosure of the Confidential Information by the Interested Party, its Representatives or any third parties,

and must comply with any directions issued by any or all of the Beneficiaries regarding such breach or unauthorised use or disclosure.

* + - 1. The Interested Party must provide such assistance as may be reasonably requested by any or all of the Beneficiaries in relation to any claim or proceedings that any or all of the Beneficiaries may take against any third party for unauthorised use or disclosure of the Confidential Information.

**EXCLUSION OF INTERESTED PARTY FOR BREACH**

The Interested Party acknowledges and agrees that:

* + - 1. if the Interested Party breaches a term of this Deed Poll WSA may in its absolute discretion exclude the Interested Party from any further involvement in the Project by written notice to the Interested Party;
      2. WSA's rights under this clause 6 are without prejudice to any other rights or remedies which WSA may have in connection with the breach; and
      3. to the extent permitted by law, the Interested Party will have no claim against WSA arising out of WSA's exercise, or failure to exercise, its rights under this clause 6.

**MISCELLANEOUS**

* + - 1. If the Interested Party is more than one person, each person making up the Interested Party is jointly and severally bound by the terms of this Deed Poll.
      2. This Deed Poll is governed by the laws of New South Wales. The Interested Party and the Beneficiaries submit to the non-exclusive jurisdiction of New South Wales.
      3. This Deed Poll may not be revoked without the prior written consent of the Beneficiaries. Any amendments must be agreed in writing between the Interested Party and WSA.
      4. Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed Poll.
      5. A consent required under this Deed Poll from any Beneficiary may be given or withheld, or may be given subject to any conditions, as the relevant Beneficiary (in its absolute discretion) thinks fit, unless this Deed Poll expressly provides otherwise.
      6. To the extent permitted by law, in relation to its subject matter, this Deed Poll:
         1. embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
         2. supersedes any prior written or other agreement of the parties.
      7. Any provision of this Deed Poll that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of this Deed Poll nor affect the validity or enforceability of that provision in any other jurisdiction.
      8. WSA may at any time give notice to the Interested Party that another entity is to become an additional Beneficiary under this Deed Poll. WSA may give multiple notices under this clause. The Interested Party agrees that on and from the date of WSA's notice, the entity identified by WSA will be a Beneficiary under this Deed Poll.
      9. If for any reason a Beneficiary is unable to enforce against the Interested Party its promises under this Deed Poll, the Interested Party agrees that WSA may do so on behalf of any and all Beneficiaries.
      10. This Deed Poll may be executed in counterparts.
      11. Delivery of a counterpart of this Deed Poll by email attachment constitutes an effective mode of delivery.

**WAIVER**

Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of a right, power or remedy provided by law or under this Deed Poll by all or any of the Beneficiaries does not preclude, or operate as a waiver of, the exercise or enforcement or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Deed Poll.

EXECUTED AND DELIVERED AS A DEED POLL by [***INSERT INTERESTED PARTY NAME and ABN***] in accordance with section 127 of the *Corporations Act 2001* (Cth):

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Director Signature |  | Director/Secretary Signature |
|  |  |  |
| Print Name |  | Print Name |

|  |  |  |
| --- | --- | --- |
| oR  SIGNED, SEALED AND DELIVERED AS A DEED POLL by [***INSERT INTERESTED PARTY and ABN***] under power of attorney in the presence of: | | |
|  |  | Signature of attorney |
|  |  |  |
| Signature of witness |  | Name |
|  |  |  |
| Name |  | Date of power of attorney |

# Attachment 3 – User Access Request Form

|  |  |
| --- | --- |
|  | Company or Consortium name |
| **Interested Party** |  |

The Interested Party may nominate up to two individuals who will be its Primary Contacts for the WSA Data Room. These Primary Contacts can, but do not have to, be the same individuals as the contacts nominated in the Registration Application.

|  |  |  |  |
| --- | --- | --- | --- |
| Primary Contacts | | | |
| Full Name | Company Name | Phone number | Email address |
|  |  |  |  |
|  |  |  |  |

For each user for whom access is being sought, please provide the following information.

**Note**: Each user must have read and understood the WSA Data Room Conditions of Use for the WSA Data Room as detailed in Appendix A to this User Access Request Form and read and accept any other documents governing access to the WSA Data Room issued by WSA from time to time.

|  |  |  |
| --- | --- | --- |
| Users | | |
| Full Name | Company | Email address |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

# Attachment 3 - Appendix A: WSA Data Room Conditions of Use

**WSA Data Room –** Airside Civils and Pavement Works

This data room (**WSA Data Room**) has been established to facilitate communications between WSA and the Interested Parties.

Access to the WSA Data Room is limited to Interested Parties and their authorised or permitted representatives (collectively, **Permitted Users**) for the duration of the procurement process for the Airside Civil and Pavement Works package for Western Sydney International project.

To access the WSA Data Room, please read the Conditions of Use, below. If you agree to accept the Conditions of Use, select “I have read, understood and agree to the above” and click on the "Submit" button and you will proceed to the WSA Data Room. If you do not agree to accept the Conditions of Use, select “I do NOT agree to the above” and click on the "Submit" button and you will not be permitted access to the WSA Data Room.

**Conditions of Use**

Access to and use of the information contained on this website is subject to and conditional upon the following terms and conditions:

1. The information contained on this website is "Confidential Information" for the purposes of the “Confidentiality and Disclaimer Deed Poll” executed by the Interested Party and delivered to WSA in accordance with the ROI which applies to the whole procurement process for the Airside Civil and Pavement Works package. The information is only available to Permitted Users and is subject to the terms contained in:

the WSA Data Room, including these Conditions of Use;

the Confidentiality and Disclaimer Deed Poll, the terms of which you have read and understood;

any guide which applies to the use of the WSA Data Room and is provided to you by WSA (Airside Civil and Pavement Works package Data Room User Guide);

the Registration of Interest; and

any other terms of which WSA advises you from time to time.

1. You agree to comply with the terms of any Airside Civil and Pavement Works package Data Room User Guide.
2. You acknowledge that you have executed or have agreed to comply with the terms of the Confidentiality and Disclaimer Deed Poll and will take all necessary precautions to protect the confidentiality of the Confidential Information.
3. WSA has provided Permitted Users with access to the WSA Data Room. You agree to:

protect your username and password from being lost, stolen or disclosed;

not record or provide your username or password electronically or physically in a manner that will allow someone else (other than an authorised representative or a permitted representative) to obtain or use them;

notify WSA as soon as you think or suspect that someone (other than an authorised representative or a permitted representative) knows your username or password or they have been lost or stolen; and

notify WSA immediately of any change to the identity of your employer.

1. WSA is not responsible for the operation of any computer or communication system that you use to access the WSA Data Room. WSA does not represent that access to the WSA Data Room will always be available. You agree that WSA cannot be held responsible for delays, errors, inaccuracies, or omissions due to computer viruses, a failure in a computer system or ancillary equipment or any other circumstances beyond WSA’s direct control.
2. You agree that WSA may at any time choose to cease providing you with access to the WSA Data Room.
3. WSA and the Commonwealth make no representations or warranties about the accuracy, adequacy, fitness for purpose, currency, reasonableness, reliability, completeness or suitability for any particular purpose of the information contained in the WSA Data Room or that the information is free of infection by computer viruses. Neither WSA nor the Commonwealth will be liable for any loss or damage suffered by you, caused by any error, inaccuracy, incompleteness or other similar defect in the information or the existence of any computer virus.
4. For the purposes of improving and monitoring use of the WSA Data Room, WSA may collect information about your use of and access to the WSA Data Room and the information available on it. You agree to WSA’s use of such information for this purpose.
5. All material in the WSA Data Room, including (but not limited to) text, graphics, information architecture and coding, is subject to copyright as well as other intellectual property rights. Other than as expressly permitted by the Confidentiality and Disclaimer Deed Poll, no part of the material may be reproduced, adapted or transmitted without the prior written permission of the copyright owner.
6. You agree to notify WSA immediately upon becoming aware of any suspected or known non-compliance with these Conditions of Use.

# Attachment 4 – Project fact sheet

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Project Fact Sheet [INSERT PROJECT NAME] | | | | |
|  | |  |  | |
| INSERT PHOTO | |  | Summary Data | |
|  | Project Value: | $ |
|  | Contract Value | $ |
|  |  |  |
|  | Award Date: | DD-MMM-YYYY |
|  | Completion Date: | DD-MMM-YYYY |
|  |  |  |
|  | Client: |  |
|  | Project Address: | [City] |
|  |  | [Country] |
|  | WHS Statistics | |
|  | Fatalities: |  |
|  | LTIFR: |  |
|  | Hours Worked (total): |  |
|  | |  |  |  |
| Overview of Scope and Role | | | | |
|  | | | | |
|  | | | | |
| Designers / Consultants / Subcontractors / Suppliers | | | | |
| Civil Engineer |  | | | |
| Aviation systems |  | | | |
| Asphalt works |  | | | |
| Concrete works |  | | | |
| Drainage |  | | | |
| Electrical |  | | | |
| Fuel systems |  | | | |