

Deed of Agreement and Amendment

Transport for New South Wales (ABN 18 804 239 602) of 7 Harvest Street, Macquarie Park New South Wales 2113

Mott MacDonald Australia Pty Limited (ABN 13 134 120 353) of Level 10, 383 Kent Street, Sydney New South Wales 2000

and

SMEC Australia Pty Limited (ABN 47 065 475 149) of 20 Berry Street, North Sydney New South Wales 2060,
trading as

Mott MacDonald Australia Pty Limited & SMEC Australia Pty Limited (ABN 50 780 189 689) of 22 King William Street, Adelaide South Australia 5000

Deed of Agreement and Amendment

Details

Parties	<p>Transport for New South Wales (ABN 18 804 239 602) of 7 Harvest Street, Macquarie Park New South Wales 2113</p> <p>("TfNSW")</p> <p>and</p> <p>Mott MacDonald Australia Pty Limited (ABN 13 134 120 353) of Level 10, 383 Kent Street, Sydney New South Wales 2000</p> <p>SMEC Australia Pty Limited (ABN 47 065 475 149) of 20 Berry Street, North Sydney New South Wales 2060 ,</p> <p>trading as</p> <p>Mott MacDonald Australia Pty Limited & SMEC Australia Pty Limited (ABN 50 780 189 689) of 22 King William Street, Adelaide South Australia 5000</p> <p>("Professional Services Contractor")</p>
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Recitals	<p>A On 9 July 2019, TfNSW and the Professional Services Contractor entered into the Original Agreement.</p> <p>B The parties have agreed to amend the Original Agreement on the terms and conditions of this deed.</p>
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Deed of Agreement and Amendment

General terms

1 Interpretation

1.1 Definitions

- (a) In this deed (including the recitals), unless the contrary intention appears, the following terms have the following meanings:

Date of this Deed means the date that the last party executes this deed.

Original Agreement means the Standing Offer Deed dated 9 July 2019 between TfNSW and the Professional Services Contractor (contract reference: ISD-18-7725).

1.2 Interpretation

In this deed, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) an obligation or liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
- (c) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to this deed;
- (f) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (g) a reference to a statute or statutory provision includes a statutory modification or re-enactment of it or a statutory provision substituted for it, and each ordinance, by-law, regulation, rule and statutory instrument (however described) issued under it;
- (h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) "**includes**" in any form is not a word of limitation;

- (k) unless stated otherwise, a reference to \$ or dollar is a reference to Australian currency, and all monetary amounts are exclusive of GST; and
- (l) no term or provision of this deed shall be construed against a party on the basis that the deed or the term or provision was put forward or drafted by that party.

2 Amendments to the Original Agreement

- 2.1** From 9 July 2022, the Original Agreement is varied as set out in schedule 1 and the Original Agreement and this Deed are to be read together.

3 Confidentiality

- (a) Subject to clause 3(b), each party must treat as confidential information the provisions of this deed and any information provided by the other party under this deed.
- (b) A party must not disclose the information referred to in clause 3(a) to any person except:
 - (i) for the purpose of enforcing this deed;
 - (ii) to its employees, contractors, professional advisors and auditors if necessary and provided those persons first agree in writing to observe the confidentiality of the information;
 - (iii) with the other party's prior written consent;
 - (iv) if required by law, any stock exchange or for any legitimate government purpose or process; or
 - (v) if it is in the public domain, other than through a breach of this deed.

4 General

4.1 Notices

Any notice given by the parties under or in connection with this deed must be given and received in accordance with the terms applying to notices under the Original Agreement.

4.2 Governing law and jurisdiction

This deed is governed by and must be construed according to the laws of New South Wales. Each party irrevocably submits to and accepts, generally and unconditionally, the non-exclusive jurisdiction of the courts and appellate courts of New South Wales with respect to any legal action or proceedings that may be brought at any time relating in any way to this deed.

4.3 Conflicts

If there is an inconsistency between a term in the Original Agreement and this deed, then the terms of this deed prevail to the extent of the inconsistency.

4.4 Continuity, Validity and Enforceability of the Original Agreement

The parties acknowledge and agree that the amendments to the Original Agreement set out in this deed do not affect the validity or enforceability of the Original Agreement.

4.5 References to Agreement

From the Effective Date, references in the Original Agreement to the Original Agreement are to be interpreted as a reference to the Original Agreement as amended by this Deed.

4.6 Further acts

Each party will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by any other party to give effect to this deed.

4.7 Costs and expenses

Each party must bear its own legal and other costs incurred in relation to or in connection with the preparation, negotiation, execution and completion of this deed and any other related documentation, including any taxes, duties, registration and other fees payable on or in connection with this deed or such other documentation.

4.8 Severance

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

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

4.9 Entire agreement

To the extent permitted by law, in relation to the subject matter of this deed, this deed and the Original Agreement:

- (a) embody the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersede any prior written or other agreement of the parties.

4.10 Amendments

This deed may only be varied by a deed signed by or on behalf of each party.

4.11 Waiver

- (a) 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 by a party 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.

- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

4.12 Counterparts

- (a) This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this deed, all of which together constitute this deed.
- (b) A party who has executed a counterpart of this deed may exchange that counterpart with another party by faxing or emailing the counterpart executed by it to that other party and, upon request by that other party, will thereafter promptly deliver by hand or post to that party the executed counterpart so exchanged by fax or email, but delay or failure by that party to so deliver a counterpart of this deed executed by it will not affect the validity of this deed.

4.13 Consents

A consent or approval required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

4.14 Assignment

- (a) The Professional Services Contractor must not assign, novate or otherwise transfer any right or interest under this deed without TfNSW's prior written consent, which may be given or withheld at TfNSW's absolute discretion.
- (b) TfNSW may at any time, without notice and in its absolute discretion, assign, novate or otherwise transfer its rights and obligations under this deed to any third party and the Professional Services Contractor must execute any document reasonably required to give effect to the assignment, novation or transfer.

Deed of Agreement and Amendment

Amendments

1.1 Amendments to Original Agreement

- (a) Clause 1.1 of Schedule 2 of the Original Agreement will be amended as set out below:

“**Portion Fee**” means in respect of each Portion:

- (a) if the relevant Provisional Portion Fee is less than or equal to the relevant Upper Limiting Fee, the relevant Provisional Portion Fee; or
- (b) if the relevant Provisional Portion Fee is greater than the relevant Upper Limiting Fee, the aggregate of:
- (i) the relevant Upper Limiting Fee;
- (ii) ██████████ of that part of the relevant Provisional Portion Fee that exceeds the relevant Upper Limiting Fee by an amount that is less than or equal to ██████████ of the relevant Upper Limiting Fee; and
- (iii) ██████████ of that part of the relevant Provisional Portion Fee that exceeds the relevant Upper Limiting Fee by an amount that is greater than ██████████ of the relevant Upper Limiting Fee.

“**Upper Limiting Fee Incentive Payment**” means, ~~in respect of each Portion for which the final Provisional Portion Fee is less than the final Upper Limiting Fee, ██████████ of the difference between that Upper Limiting Fee and that Provisional Portion Fee.~~ in respect of each Portion for which the final Provisional Portion Fee is less than the Upper Limiting Fee, either:

- (i) where the difference between the final Provisional Portion Fee and Upper Limiting Fee is an amount that is less than ██████████ of the Upper Limiting Fee, the Professional Services Contractor may claim ██████████ of the difference between that Upper Limiting Fee and that Provisional Portion Fee; or
- (ii) where the difference between the final Provisional Portion Fee and Upper Limiting Fee is an amount that is greater than ██████████ of the Upper Limiting Fee, the Professional Services Contractor may claim ██████████ of the sum that is ██████████ of the Upper Limiting Fee.”

- (b) Clause 17.5(e) of the Original Agreement will be amended as set out below:
- (e) any amount payable (or which the Principal’s Representative believes will in future become payable) by the Professional Services Contractor to the Principal in accordance with ~~Schedule 5~~ Schedule 4 of the Standing Offer Deed.
- (c) Schedule 4 of the Original Agreement is replaced with KRA Plan v3, as detailed in Annexure A.
- (d) Schedule 5 of the Original Agreement will be amended to read ‘Not Used’.

Deed of Agreement and Amendment

Annexure A Schedule 4 KRA Plan v3

Standing Offer Deed ISD-18-7725

Schedule 4 – KRA Plan

Infrastructure & Place

Ref No. 6675099

Document History

Version	Date of approval	Doc. control no.	Summary of change
1	10/02/19	6228686	Issued for Approval
2	21/02/19	6228686	Updated following meeting 21/02/19 (version in the executed Deed)
3	19/07/2022	6675099	Updated to apply from 9 July 2022, supersedes Schedules 4 & 5 in the executed Deed

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1. Introduction

1.1. Background

This Schedule outlines the Key Performance Indicators (KPIs) and the methods of measurement for the Key Result Area (KRA) Gainshare/Painshare framework for Professional Services Contracts (PSCs) developed under Standing Offer Deed ISD-18-7725 (Deed).

The objective of the PSCs is to provide technical advisory Services to the Principal including (but not limited to):

- Various business cases, include Strategic Business Cases (SBC) and Final Business Cases (FBC); and
- Support for other projects in development or delivery which require designs, feasibility assessments, cost estimates and project support.

In completing the Services, the key objectives are to:

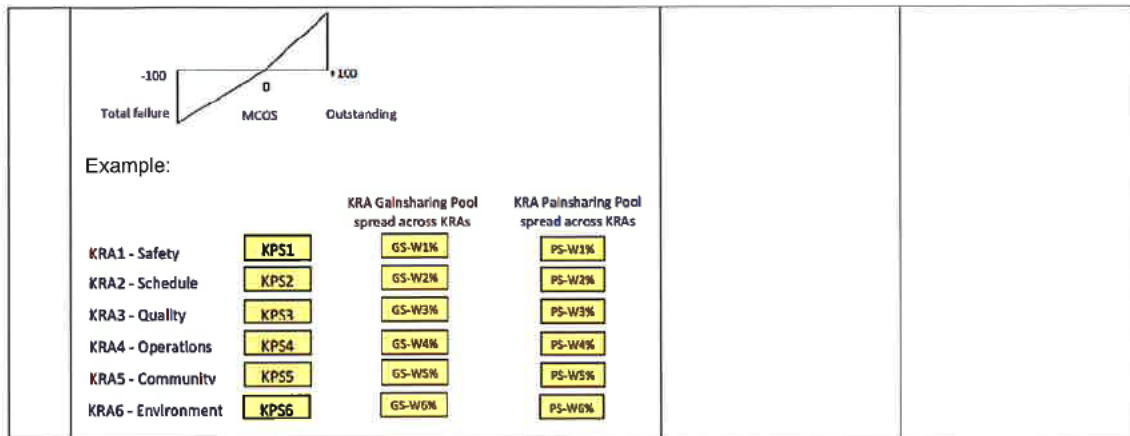
- Ensure value for money though focus on scope, time, and subcontract management;
- Meeting all key milestone dates for Contract Material and Completion of Portions/Services;
- Ensure quality of Contract Material, and other documents to be submitted under the PSCs; and
- Ensure retention of key staff; and compliance with resourcing plans.

In view of this the Principal has, through this plan, provided an incentive to the Professional Services Contractor to successfully achieve the Completion of Services under individual PSCs, whilst also including potential Painshare associated with poor performance should the Services not be achieved in full, on time, and in accordance with the PSC. For the avoidance of doubt, Gainshare/Painshare is calculated on Portions that have achieved Completion during the applicable annual Measurement Period.

The different elements of the Gainshare/Painshare mechanisms under Standing Offer Deed ISD-18-7725 (the Deed) applicable to PSCs developed under the Deed and as set out in this KRA Plan, are shown diagrammatically in Table 1 below:

Table 1 – Overview of Gainshare/Painshare mechanism under the Deed and PSCs

#	Description of Gainshare/Painshare Component	Gainsharing	Painsharing
1	Sharing of under/overruns to the Upper Limiting Fee i.e. where the 'Provisional Portion Fee' (i.e. actual amounts claimed and paid) is less than the Upper Limiting Fee (underrun), or exceeds the Upper Limiting Fee (overrun).	Underruns are managed in the PSCs as detailed under the definition of 'Upper Limiting Fee Incentive Payment'	Overruns are managed in the PSCs as detailed under the definition of 'Portion Fee'
2	KRA Performance Scores (KPSs) Performance of Completed Portions are measured by a KRA Performance Score (KPS) – a number between -100 (total failure) and +100 (outstanding/breakthrough)	KRA Gainsharing Pool (calculation detailed in section 2.3 below)	KRA Painshare Pool (calculation detailed in section 2.3 below)



These mechanisms are a key element in the Principal’s commercial framework that is intended to reward (gain) the Professional Services Contractor for exceptional performance against objectives and share in the downside (pain) of poor performance. The Gainshare/Painshare mechanism comprises both payments of Gainshare by the Principal to the Professional Services Contractor or the recompense of Painshare by the Professional Services Contractor, as the case may be.

1.2. Definitions

Capitalised terms have the same meaning defined in the Standing Offer Deed and PSC, unless otherwise defined in this section.

Deed means Standing Offer Deed ISD-18-7725 dated 9 July 2019.

Gainshare means the total amount of additional compensation earned by the Professional Services Contractor through better than MCOS performance in the KRAs for which Gainshare applies.

Key Performance Indicators (KPIs) are specific targets of performance for each KRA. Each KPI sets out the specific measure of performance for Portions that have achieved Completion during the applicable Measurement Period, the value or weighting of each measure, and a spectrum of measured performance. While specific targets are different for each KPI, performance is measured as a KPS. KPIs are detailed in sections 2.2 (weighting) and 2.6, 2.7 & 2.8 (target and scoring).

Key Result Areas (KRAs) represent the non-cost areas that TfNSW holds as fundamentally important to performance of the Services. The KRAs are detailed in section 2.1.

KRA Gainshare Pool is a pool established to fund Gainshare payments for superior performance in KRAs. This is further detailed in section 2.2, with a sample calculation provided in Attachment 1.

KRA Painshare Pool is a pool established to recover Painshare payments for unacceptable levels of performance in KRAs. This is further detailed in section 2.2, with a sample calculation provided at Attachment 1.

KRA Performance Scores (KPSs) means the KRA scores as measured against each KPI, used to calculate Gainshare or Painshare amounts to be included in the net

Gainshare/Painshare allocation to the Professional Services Contractor. The amount of Gainshare (reward) or Painshare (risk) for KRA/KPI performance is measured along a scale from Outstanding (+100 points), to MCOS (0 points), to Fail (-100 points) as set out in Table 2 below:

Table 2 – Characteristics of KRA/KPI performance levels

KRA/KPI Performance Score	Characteristic
+100 (Outstanding)	<ul style="list-style-type: none"> • Aspirational performance not achieved before in the delivery of rail infrastructure. • Cannot be done using past practices – requires a paradigm shift/new ways of thinking. • Professional Services Contractor does not know how to do it, but nonetheless believes it can be done and is 100% committed to achieving it.
+50 (Stretch)	<ul style="list-style-type: none"> • Has been done before, but only rarely. • Professional Services Contractor can see a way to do it; can use previous practices, but will have to stretch resources/people to the limit to achieve it. • Not a paradigm shift/does not require a new way of thinking.
Zero (MCOS)	<ul style="list-style-type: none"> • Neutral-point targets that comprise the Principal's minimum conditions of satisfaction (MCOS). • Consistent with the performance that would be expected of best-in-class resources working in an integrated team to achieve TfNSW's requirements as set out in the Services Brief (including TfNSW Standard Requirements).
-100 (Failure)	<ul style="list-style-type: none"> • Level of performance that is totally unacceptable to the Principal and/or other relevant stakeholders.

KPS calculation is further detailed in Table 6 in section 2.2, with a sample calculation in Attachment 2.

KRA Plan Commencement Date (for the purposes of v3) means 9 July 2022.

MCOS means the Principal's Minimum Conditions Of Satisfaction, represented by a KPI score of 0 points.

Measurement Period means sequential 12 month periods commencing from the KRA Plan Commencement Date. For the avoidance of doubt, KRA Plan version 3 will apply from the beginning of the 1 year Term extension of the Deed from 9 July 2022.

Painshare means the total amount payable by the Professional Services Contractor for performance which is less than MCOS stated in the KRAs.

PSCs means Professional Services Contracts (ISD-18-7725/Bxx) that are created via Services Order Acceptances under the Deed.

Services Brief means a document detailing the Services to be performed by the Professional Services Contractor, that is issued by the Principal with a Services Order proposal request under clause 3.1 of the Deed, or with a variation proposal request under clause 16.1 of the PSC.

1.3. Monitoring and Reporting

The Professional Services Contactor is responsible for collecting and collating all information required to evidence KRA performance, to be reported in accordance with the Services Brief for PSC ISD-18-7725/B26.

The Professional Services Contractor's Monthly Report for PSC ISD-18-7725/B26 PMO Activities must report the periodic and cumulative performance metrics for all KPIs and KRAs in the current Measurement Period, in the format detailed in the Services Brief for PSC ISD-18-7725/B26.

KPI scoring may be validated by the Principal periodically (nominally on a six monthly basis) and audited at the end of the Measurement Period.

1.4. KRA Review and Assessment

The Principal may undertake a review of KRA results at any time. These reviews are generally aimed at assessing the adequacy of records maintained by the Professional Services Contractor and to provide a "snapshot" of current KRA performance.

The Principal may engage external third parties to assess KRA supporting documentation and provide a report assessing the KPS. The draft report will be provided to the Professional Services Contractor for comment prior to finalisation. The Principal will consider the content of the report in addition to any relevant additional information provided by the Professional Services Contractor when determining the KPS.

Failure of the Professional Services Contractor to provide sufficient information to facilitate an independent third party to determine a KRA outcome will result in a score of -100 (Failure) for the relevant KRA/KPI.

Following the end of each Measurement Period, the Principal will assess the Professional Services Contractor's performance in accordance with this KRA Plan, and issue a notice detailing the outcome (i.e. gainshare or painshare) for that Measurement Period.

1.5. Review and Amendment of KRA Plan

The Principal may undertake an annual review of the KRA Plan in conjunction with the Professional Services Contractor to:

- Address any errors, omissions or issues associated with the KRA Plan requiring resolution to ensure clarity of interpretation of the contents of the KRA Plan; and
- Assess and, if necessary, amend performance targets defined under the KRA Plan in order to support the performance of the Services by the Professional Services Contractor.

Following the review, TfNSW may, acting reasonably, issue an updated KRA Plan including updated performance targets.

2. KRA Gainshare/Painshare for Measurement Periods from 9 July 2022

2.1. Key Result Areas (KRAs)

The Principal has developed objectives outlining in general terms the performance goals for each of the three KRAs as outlined in Table 3 below. These KRAs represent the non-cost areas that the Principal holds as fundamentally important to project delivery performance.

Table 3 –KRAs and associated Objectives

KRA	Objectives
Schedule	<ul style="list-style-type: none"> • Meeting all key completion dates for Contract Material, and Completion of the Services
Quality	<ul style="list-style-type: none"> • No outstanding comments in the final submission of Contract Material(s) • Timely and accurate submission of Payment Claims and Monthly Reports
Staff Retention and Resourcing	<ul style="list-style-type: none"> • Retention of Key People • Compliance with resourcing plan outlined in Proposal

2.2. KRA Performance Score (KPS)

Performance is measured for each KRA in terms of a KPS – a number between -100 (total failure) and +100 (outstanding/breakthrough), whereby the midpoint (0 points) represents the Principal's MCOS.

The maximum sum available for Gainshare in relation to the KRA Gainshare Pool and the maximum value of Painshare under the KRA Painshare Pool will be calculated in accordance with section 2.3 . A sample calculation detailing how the annual earned value of Services is calculated is included in Attachment 1:

Table 4 – Allocation of weightings to the KRA Gainshare Pool and KRA Painshare Pools

KRA	share of KRA Gainshare Pool	share of KRA Painshare Pool
Schedule	■	■
Quality	■	■
Staff Retention	■	■
Total	■	■

Each KRA is measured by one or more KPIs, with each KPI given proportional sub-weightings by the Principal according to their relative importance to the successful delivery of the Services.

Table 5 –Allocation of sub-weightings to each KPI

KRA	KRA Gainshare weighting	KRA Painshare weighting	KPI	KPI Gainshare weighting	KPI Painshare weighting
Schedule	■	■	Completion of draft Contract Material by the time stated in the Services Brief	■	■
			Completion of all final Contract Material by the time stated in the Services Brief	■	■
			Completion of Portions by the date for Completion	■	■
Quality	■	■	No outstanding review comments in the final Contract Material (i.e. compliance with PSC terms and Services Brief)	■	■
			Timely and accurate submission of Payment Claims	■	■
			Timely and accurate submission Monthly Reports	■	■
Staff Retention	■	■	Retention of Key People detailed in the Services Order Acceptance for the duration of each PSC	■	■
			Compliance with resourcing plan detailed in the Services Order Proposal for each PSC	■	■

From 9 July 2022 until the end of the Term of the Deed, the performance in each of the KRAs will be measured for Portions that have achieved Completion in accordance with the methodologies set out in this KRA Plan.

In summary, one or more KPIs will be used to measure the performance in each of the KRAs on a scale of -100 to +100 using the three performance levels as follows:

- A score of -100 corresponds to a complete performance failure in that KPI;
- A score of zero corresponds to a performance which matches TfNSW's MCOS; and
- A score of +100 corresponds to an outstanding performance in that KPI.

A KPS in respect of each KRA will be a number between -100 and +100 calculated as detailed in Table 6:

Table 6 – KPS calculation

Item	Description
Calculation	$KPS = \Sigma (\text{KPI weight} \times \text{KPI score})$, where
$\Sigma =$	The total of the bracketed terms for each KPI used to measure performance in the relevant KRA.
KPI weight =	The weighting of a KPI used to measure performance in the relevant KRA, being a number between [redacted] [redacted] (with the sum of such KPI weightings applicable to each KRA being [redacted]).
KPI score =	The score between -100 and +100 (or -100 and 0 for Nil-Gainshare KPIs) determined in accordance with this plan (with a score of zero representing MCOS).

Gainshare/Painshare payable for performance in KRAs will be calculated as detailed in sections 2.3 to 2.8 inclusive.

2.3. KRA Gainshare/Painshare Pools

The value of the KRA Gainshare/Painshare Pools differs according to whether the respective KPS are positive or negative.

If the KPS is positive (i.e. better than MCOS), the value of the maximum sum available for the KRA Gainshare Pool is [redacted] of the finalised Provisional Portion Fee (excluding the Upper Limiting Fee Incentive Payment, and excluding any Portion Fee which exceeds the Upper Limiting Fee) for each Portion that achieved Completion during the Measurement Period.

Conversely, if the KPS is negative (i.e. less than MCOS), the value of the maximum sum available for the KRA Painshare Pool is [redacted] of the finalised Provisional Portion Fee (excluding the Upper Limiting Fee Incentive Payment, and excluding any Portion Fee which exceeds the Upper Limiting Fee) for each Portion that achieved Completion during the Measurement Period.

Where a Portion has had Gainshare or Painshare applied prior to achieving Completion, the value previously awarded will be offset from the Gainshare/Painshare Pool calculated upon Completion of that Portion.

An example illustrating the method of calculation of the KRA Gainshare/Painshare Pool is included in Attachment 1.

If the KPS is zero (i.e. MCOS), neither Gainshare nor Painshare will be applied to that KRA.

Any part of the KRA Gainshare/Painshare Pool not utilised in the current Measurement Period will not be carried through to any future Measurement Period.

2.4. Calculating Gainshare/Painshare for each KRA

Gainshare will be a positive dollar amount payable by the Principal to the Professional Services Contractor in respect of a KRA for which the KPS is between zero and +100. Painshare will be a negative dollar amount payable by the Professional Services Contractor to the Principal in respect of a KRA for which the KPS is between zero and -100.

Gainshare/Painshare is calculated as:

$$\text{\$KRA} = \text{KRA Gainshare/Painshare Pool} \times \text{KRA Share of KRA Gainshare Pool} \times \text{KPS}/100$$

where:

- a) KRA Gainshare/Painshare Pool = the sum calculated in accordance with section 2.3;
- b) KRA Share of KRA Gainshare/Painshare Pool = the applicable percentage of KRA Gainshare or Painshare allocated to that KRA in accordance with Table 5 in section 2.2; and
- c) KPS = the KRA Performance Score determined for that KRA in accordance with section 2.2.

Details of KPIs, their weightings within each KRA, performance measurement methodologies, and performance targets are as detailed in sections 2.6 to 2.8.

The combined KRA Gainshare/Painshare result is the sum of the KRA Gainshare/Painshare dollar figures from the aggregated KRA Performance Scores for each of the three KRAs.

2.5. Criteria for selecting Key Performance Indicators

KPIs for the measurement of performance against each KRA have been selected on the basis that they are:

- Aligned with the Principal's expectations of activities and actions that enhance and evidence Value for Money to the Principal and/or the State;
- Closely related to the desired end result, rather than the processes or intermediate results needed to achieve these outcomes;
- Practical and cost-effective to measure – comprehensive measurement of the full set of attributes associated with the project outcomes would require a large number of indicators and extensive quantitative and qualitative data collection methods at a considerable cost to the parties. As such, the indicators have been restricted to a small sub-set of KPIs that will be most closely related to the project outcome that will be relatively practical and cost-effective to measure; and
- Simple to understand – priority has been given to indicators that are straight-forward to interpret and do not leave open the possibility of the measured results being contested.

The following Sections 2.4 to 2.6 detail the KPIs and their parameters for measurement against each of the KRAs.

2.6. Schedule KRA

<p>Objectives: For Portions that have achieved Completion in the Measurement Period:</p> <ul style="list-style-type: none"> • Achieving on-time completion of draft Contract Material; and • Achieving on-time completion of final Contract Material; and • Achieving on-time Completion of the Services 			
KPIs	<p>KPI 1 On-time Completion of draft Contract Material Achievement of on-time completion of draft Contract Material for Completed Portions as defined in the Services Brief.</p> <p>KPI 2 On-time Completion of final Contract Material Achievement of on-time completion of final Contract Material for Completed Portions as defined in the Services Brief.</p> <p>KPI 3 On-time Completion of Services On-time Completion of the Services by the date detailed in the PSC.</p>		
Score	Failure (-100 pts)	MCOS (0 pts)	Outstanding (+100 pts)
	-100 to <0	0	>0 to +100
KPIs, targets and scoring:			
KPI 1 On-time completion of draft Contract Material	<p>█ of draft Contract Material completed by the date stated in the Services Brief.</p> <p>Pro rata between █ and █</p>	<p>█ of draft Contract Material completed by the date stated in the Services Brief.</p>	<p>█ of draft Contract Material completed by the date stated in the Services Brief.</p> <p>Pro rata between █ and █</p>
KPI 2 On-time completion of final Contract Material	<p>█ of final Contract Material completed by the date stated in the Services Brief.</p> <p>NB If final Contract Material fails (-100 pts) to achieve Quality KPI 1 it will automatically equal a failure (-100 pts) under Schedule KPI 2.</p>	<p>█ of final Contract Material completed by the date stated in the Services Brief.</p> <p>NB If final Contract Material fails (-100 pts) to achieve Quality KPI 1 it will automatically equal a failure (-100 pts) under Schedule KPI 2.</p>	<p>█ of final Contract Material completed by the date stated in the Services Brief.</p> <p>NB If final Contract Material fails (-100 pts) to achieve Quality KPI 1 it will automatically equal a failure (-100 pts) under Schedule KPI 2.</p> <p>Pro rata between █ and █</p>

	Pro rata between ■■■■ ■■■■		
KPI 3 On-time Completion of Services	■■■■ of Services Completed by the date for Completion Pro rata between ■■■■ ■■■■	■■■■ of Services Completed by the date for Completion	■■■■ of Services Completed by the date for Completion Pro rata between ■■■■ ■■■■
Weighting	Total KRA Performance Score = ■■■■ x KPI 1 (On-time completion of draft Contract Material) + ■■■■ x KPI 2 (On-time completion of final Contract Material) + ■■■■ x KPI 3 (On-time Completion of the Services).		
Aggregation	<p>KPI 1 (On-time completion of draft Contract Material) KPI is scored based on the date of completion of the draft Contract Material as stated in the Services Brief.</p> <p>KPI 2 (On-time completion of final Contract Material) KPI is scored based on the date of completion of the final Contract Material as stated in the Services Brief, noting that if final Contract Material fails (-100 pts) to achieve Quality KPI 1 it will automatically equal a failure (-100 pts) under this KPI.</p> <p>KPI 3 (On-time Completion of Services) KPI is scored based on achievement of Completion of the Services by the date for Completion detailed in the PSC.</p>		
Methods of Data Collection	<p>KPI 1 (On-time Completion of draft Contract Material) Date for completion of draft Contract Material will be the actual dates documents are received in TeamBinder, or as confirmed by the Principal's Project Manager, compared with the dates detailed in the Services Brief (as varied).</p> <p>KPI 2 (On-time Completion of final Contract Material) Date for completion of final Contract Material will be the actual dates documents are received in TeamBinder, or as confirmed by the Principal's Project Manager, compared with the dates detailed in the Services Brief (as varied).</p> <p>KPI 3 (On-time Completion of Services) Date of Completion of the Services will be the date confirmed by the Principal's Representative in a notice under clause 18.8(d), compared with the date for Completion of the PSC.</p>		
Notes	<p>KPI 1 (On-time Completion of draft Contract Material)</p> <ul style="list-style-type: none"> KPI 1 refers to on-time completion of draft Contract Material according to the dates outlined in the Services Brief, as varied by Variation or extension of time under the PSC. Calculation is based on draft Contract Material for Portions completed in the Measurement Period for which KRA performance is being determined. <p>KPI 2 (On-time Completion of final Contract Material)</p>		

	<ul style="list-style-type: none"> • KPI 2 refers to on-time completion of final Contract Material according to the dates outlined in the Services Brief, as varied by Variation or extension to the Date for Completion under the PSC. • Calculation is based on final Contract Material for Portions completed in the Measurement Period for which KRA performance is being determined. • If final Contract Material fails (-100 pts) to achieve Quality KPI 1 it will automatically equal a failure (-100 pts) under Schedule KPI 2. <p>KPI 3 (On-time Completion of Services)</p> <ul style="list-style-type: none"> • KPI 3 refers to on-time Completion of Services for a Portion • Calculation is based on the date of Completion of the Services (all Portions) under each PSC, as notified by the Principal's Representative under clause 18.8(d), compared with the date for Completion specified in the PSC.
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2.7. Quality KRA

Objectives:			
For Portions that have achieved Completion in the Measurement Period:			
<ul style="list-style-type: none"> • Ensuring final Contract Material complies with the relevant Services Brief and has no outstanding review comments; and • Timely and accurate submission of monthly reports; and • Timely and accurate submission of payment claims. 			
KPIs	<p>KPI 1 Compliant final Contract Material with No outstanding review comments Compliance with the Services Brief and no outstanding review comments.</p> <p>KPI 2 Timely and accurate submission of Monthly Reports Compliance with requirements in B26 Services Brief, no TfNSW request for corrections.</p> <p>KPI 3 Timely and accurate submission of Payment Claims Compliance with requirements in B26 Services Brief; no TfNSW request for corrections.</p>		
Score	Failure (-100 pts)	MCOS (0 pts)	Outstanding (100 pts)
	-100 to < 0	0	> 0 to +100
KPIs, targets and scoring:			
KPI 1 Compliant final Contract Material with No outstanding	█ of final Contract Material compliant with the Services Brief and review comments	█ of final Contract Material compliant with the Services Brief and review comments	█ of final Contract Material compliant with the Services Brief and review comments

<p>review comments in final Contract Material</p>	<p>addressed and closed out.</p> <p>Pro rata between [REDACTED] [REDACTED]</p> <p>NB Failure (-100 pts) of final Contract Material to achieve this KPI will automatically equal a failure (-100 pts) under Schedule KPI 2.</p>	<p>addressed and closed out.</p> <p>NB Failure (-100 pts) of final Contract Material to achieve this KPI will automatically equal a failure (-100 pts) under Schedule KPI 2.</p>	<p>addressed and closed out.</p> <p>Pro rata between [REDACTED] [REDACTED]</p> <p>NB Failure (-100 pts) of final Contract Material to achieve this KPI will automatically equal a failure (-100 pts) under Schedule KPI 2.</p>
<p>KPI 2 Timely and accurate submission of Monthly Reports</p>	<p>[REDACTED] of monthly report submissions are:</p> <ul style="list-style-type: none"> received on time (no later than the 7th Business Day of the month), complete according to the requirements in the Services Brief for ISD-18-7725/B26, with no corrections required (e.g. missing or incorrect information). <p>Pro rata between [REDACTED] [REDACTED]</p>	<p>[REDACTED] of monthly report submissions are:</p> <ul style="list-style-type: none"> received on time (no later than the 7th Business Day of the month), complete according to the requirements in the Services Brief for ISD-18-7725/B26, with no corrections required (e.g. missing or incorrect information). 	<p>[REDACTED] of monthly report submissions are:</p> <ul style="list-style-type: none"> received on time (no later than the 7th Business Day of the month), complete according to the requirements in the Services Brief for ISD-18-7725/B26, with no corrections required (e.g. missing or incorrect information). <p>Pro rata between [REDACTED] [REDACTED]</p>
<p>KPI 3 Timely and accurate submission of Payment Claims</p>	<p>[REDACTED] of payment claims submissions meet the criteria of PSC clause 17.1 as modified by the Services Brief for ISD-18-7725/B26, including:</p> <ul style="list-style-type: none"> Individual claims per PSC, received on time (by 5th Business Day of the following month), 	<p>[REDACTED] of payment claims submissions meet the criteria of PSC clause 17.1 as modified by the Services Brief for ISD-18-7725/B26, including:</p> <ul style="list-style-type: none"> Individual claims per PSC; received on time (by 5th Business Day of the following month), 	<p>[REDACTED] of payment claim submissions meet the criteria of PSC clause 17.1 as modified by the Services Brief for ISD-18-7725/B26, including:</p> <ul style="list-style-type: none"> Individual claims per PSC, received on time (by 5th Business Day of the following month),

	<ul style="list-style-type: none"> • all calculations correct to 2 decimal places • expenses tax invoices attached, • signed statutory declarations, and • insurance certificates of currency provided. <p>Pro rata between [REDACTED] [REDACTED]</p>	<ul style="list-style-type: none"> • with all calculations correct to 2 decimal places, • expenses tax invoices attached, • signed statutory declarations, and • insurance certificates of currency provided. 	<ul style="list-style-type: none"> • with all calculations correct to 2 decimal places, • expenses tax invoices attached, • signed statutory declarations, and • insurance certificates of currency provided. <p>Pro rata between [REDACTED] [REDACTED]</p>
Weighting	<p>Total KRA Performance score =</p> <p>[REDACTED] x KPI 1 (Compliant final Contract Material with no outstanding review comments) +</p> <p>[REDACTED] x KPI 2 (Timely and accurate submission of monthly reports) +</p> <p>[REDACTED] x KPI 3 (Timely and accurate submission of payment claims).</p>		
Aggregation	<p>KPI 1 (Compliant final Contract Material with No outstanding review comments)</p> <p>KPI is scored based on Principal’s review of final Contract Material against the Services Brief.</p> <p>KPI 2 (Timely and accurate submission of Monthly Reports)</p> <p>KPI is scored based on:</p> <ol style="list-style-type: none"> 1) Timely receipt of Monthly Reports no later than the 7th Business Day of the following month; 2) Principal’s review of the Monthly Report against the requirements stated in the Services Brief for PSC ISD-18-7725/B26. <p>KPI 3 (Timely and accurate submission of Payment Claims)</p> <p>KPI is scored based on:</p> <ol style="list-style-type: none"> 1) Timely receipt of payment claims in accordance with clause 17.1 of the PSC; and 2) Principal’s review of the payment claims against the requirements of the PSC and the Services Brief for PSC ISD-18-7725/B26. 		
Methods of Data Collection	<p>KPI 1 (Compliant final Contract Material with No outstanding review comments)</p> <p>The Principal’s review of final Contract Material against the requirements of the Services Brief (as varied) and will be evidenced by any rejection of Contract Material, including review comments made by the Principal leading to re-performance of the Services (which will be a failure (-100 pts) under this KPI).</p> <p>KPI 2 (Timely and accurate submission of Monthly Reports)</p> <p>The Principal’s:</p> <ol style="list-style-type: none"> 1) receipt of Monthly Reports will be based on the dates they are received in TeamBinder; 		

	<p>2) review of the Monthly Report will be based on the requirements stated in the Services Brief for PSC ISD-18-7725/B26.</p> <p>KPI 3 (Timely and accurate submission of Payment Claims)</p> <p>The Principal's:</p> <ol style="list-style-type: none"> 1) receipt of payment claims will be based on the dates they are received in TeamBinder; 2) review of payment claims will be based on the requirements of the PSC and the Services Brief for PSC ISD-18-7725/B26;
<p>Notes</p>	<p>KPI 1 (Compliant final Contract Material with No outstanding review comments)</p> <ul style="list-style-type: none"> • KPI 1 refers to completion of final Contract Material according to the scope outlined in the Services Brief (as varied). • Calculation is based on all final Contract Material for Completed Portions or PSCs that is completed in the relevant Measurement Period of which KRA performance is being determined. • If final Contract Material fails (-100 pts) to achieve this KPI it will automatically equal a failure (-100 pts) under Schedule KPI 2. <p>KPI 2 (Timely and accurate submission of Monthly Reports)</p> <ul style="list-style-type: none"> • KPI 2 refers to timely and accurate submission of monthly reports. • Calculation is based on the methods of data collection outlined above for monthly reports submitted in the Measurement Period of which KRA performance is being determined. <p>KPI 3 (Timely and accurate submission of Payment Claims)</p> <ul style="list-style-type: none"> • KPI 3 refers to timely and accurate submission of payment claims. • Calculation is based on the methods of data collection outlined above for payment claims submitted in the Measurement Period of which KRA performance is being determined.

2.8. Staff Retention KRA

<p>Objectives:</p> <p>For Portions that have achieved Completion in the Measurement Period:</p> <ul style="list-style-type: none"> • Demonstrating retention and engagement of Key People; and • Compliance with resourcing plan outlined in Services Order Proposal 	
<p>KPIs</p>	<p>KPI 1 Retention of Key People detailed in the Services Order Acceptance for the duration of each PSC</p> <p>Key People identified in each PSC retained until the Services (all Portions) have achieved Completion, or the PSC has been terminated.</p> <p>KPI 2 Compliance with resourcing plan detailed in the Services Order Proposal for each PSC</p> <p>Roles identified in the Services Order Proposal (other than for Key Roles identified in the PSC) are fulfilled as proposed, with any changes to PSC Personnel (including any change in rate to a specified role) to be notified to the Principal in advance.</p>

Score	Failure (-100 pts)	MCOS (0 pts)	Outstanding (100 pts)
	-100 to <0	0	>0 to +100
KPIs, targets and scoring:			
<p>KPI 1 Retention of Key People for each Portion (i.e. Services Order Acceptance, Variation, notice under clause 18.11)</p>	<p>█ of Key People for each Portion are retained and engaged for the duration of the Portion, and all changes to Key People are notified to the Principal in accordance with clause 11.2 of the PSC</p> <p>NB TfNSW request to remove Key Personnel under clause 11.2(c) due to poor performance will automatically equal a failure (-100 pts) under this KPI.</p>	<p>█ █ of Key People for each Portion are retained and engaged for the duration of the Portion, and all changes to Key People are notified to the Principal in accordance with clause 11.2 of the PSC.</p> <p>NB TfNSW request to remove Key Personnel under clause 11.2(c) due to poor performance will automatically equal a failure (-100 pts) under this KPI.</p>	<p>█ of Key People for each Portion are retained and engaged for the duration of the Portion.</p> <p>NB TfNSW request to remove Key Personnel under clause 11.2(c) due to poor performance will automatically equal a failure (-100 pts) under this KPI.</p>
<p>KPI 2 Compliance with resourcing plan (PSC Personnel, Roles and Rate level) detailed in the Services Order Proposal for each PSC to have achieved Completion in the Measurement Period</p>	<p>█ compliance with the resourcing plan, to apply to PSC Personnel at rate/level 4 or above excluding:</p> <ol style="list-style-type: none"> Key Personnel captured under Staff Retention KPI 1 above; and PSC Personnel who have died, become unable to continue in their position due to illness, resigned from employment or taken long term leave (e.g. parental leave) where the replacement PSC Personnel: <ol style="list-style-type: none"> are approved as PSC Personnel under the Deed; have at least equivalent experience, ability, knowledge and 	<p>█ █ compliance with the resourcing plan, to apply to PSC Personnel at rate/level 4 or above excluding:</p> <ol style="list-style-type: none"> Key Personnel captured under Staff Retention KPI 1 above; and PSC Personnel who have died, become unable to continue in their position due to illness, resigned from employment or taken long term leave (e.g. parental leave) where the replacement PSC Personnel: <ol style="list-style-type: none"> are approved as PSC Personnel under the Deed; have at least equivalent 	<p>█ compliance with the resourcing plan, to apply to PSC Personnel at rate/level 4 or above excluding:</p> <ol style="list-style-type: none"> Key Personnel captured under Staff Retention KPI 1 above; and PSC Personnel who have died, become unable to continue in their position due to illness, resigned from employment or taken long term leave (e.g. parental leave) where the replacement PSC Personnel: <ol style="list-style-type: none"> are approved as PSC Personnel under the Deed; have at least equivalent experience, ability,

	<p>expertise to the PSC Personnel being replaced;</p> <p>c) may be of a higher Rate level than the PSC Personnel being replaced (with no adjustment to the Upper Limiting Fee being applicable), or maximum 1 Rate level lower than the existing PSC Personnel being replaced; and</p> <p>d) is to be approved/ onboarded in advance of being deployed as detailed in section 3.2.2 of the Services Brief for ISD-18-7725/B26.</p>	<p>experience, ability, knowledge and expertise to the PSC Personnel being replaced,</p> <p>c) may be of a higher Rate level than the PSC Personnel being replaced (with no adjustment to the Upper Limiting Fee being applicable), or maximum 1 Rate level lower than the existing PSC Personnel being replaced; and</p> <p>d) is to be approved/ onboarded in advance of being deployed as detailed in section 3.2.2 of the Services Brief for ISD-18-7725/B26</p>	<p>knowledge and expertise to the PSC Personnel being replaced,</p> <p>c) may be of a higher Rate level than the PSC Personnel being replaced (with no adjustment to the Upper Limiting Fee being applicable), or maximum 1 Rate level lower than the existing PSC Personnel being replaced; and</p> <p>d) is to be approved/ onboarded in advance of being deployed as detailed in section 3.2.2 of the Services Brief for ISD-18-7725/B26</p>
<p>Weighting</p>	<p>Total KRA Performance score =</p> <p>█ x KPI 1 (Retention of Key People for each Portion (i.e. detailed in Services Order Acceptance, Variation, notice under clause 18.11) to have achieved Completion in the Measurement Period) +</p> <p>█ x KPI 2 (Compliance with resourcing plan detailed in the Services Order Proposal for each PSC)</p>		
<p>Aggregation</p>	<p>KPI 1 (Retention of Key People for each Portion (i.e. detailed in Services Order Acceptance, Variation, notice under clause 18.11) to have achieved Completion in the measurement Period)</p> <p>KPI is scored based on:</p> <p>a) Retention and engagement of Key Personnel listed in the Services Order Acceptance, Variation, notice under clause 18.11 for each Portion; and</p> <p>b) Compliance with clause 11.2 of the PSC.</p> <p>KPI 2 (Compliance with resourcing plan detailed in the Services Order Proposal for each PSC)</p> <p>KPI is scored based on:</p> <p>a) Compliance with the PSC Personnel, roles and rates detailed in the resourcing plan (which accompanies the Services Order Proposal), excluding:</p> <p>i. Key Personnel captured under KPI 1, and</p>		

	<p>ii. Personnel who have left for the reasons stated in KPI 2 and have been replaced with replacement PSC Personnel.</p>
<p>Methods of Data Collection</p>	<p>KPI 1 (Retention of Key People for each Portion (i.e. detailed in Services Order Acceptance, Variation, notice under clause 18.11) to have achieved Completion in the measurement Period)</p> <ul style="list-style-type: none"> a) Comparison of Key People listed in the Services Order Acceptance to payment claims; and b) Notices received from the Professional Services Contractor under clause 11.2 of the PSC. <p>KPI 2 (Compliance with resourcing plan detailed in the Services Order Proposal for each PSC)</p> <ul style="list-style-type: none"> a) Comparison of named PSC Personnel, roles and rates detailed in the resourcing plan (which accompanies the Services Order Proposal, as modified by Variation) to payment claims; and b) Replacement PSC Personnel meet the criteria stated for KPI 2, including that they have been approved/ onboarded in advance of being deployed as detailed in section 3.2.2 of the Services Brief for ISD-18-7725/B26.
<p>Notes</p>	<p>KPI 1 (Retention of Key People for each Portion (i.e. detailed in Services Order Acceptance, Variation, notice under clause 18.11) to have achieved Completion in the measurement Period)</p> <ul style="list-style-type: none"> • KPI 1 refers to retention and engagement Key People detailed in the Services Order Acceptance for the duration of each Portion or PSC (as applicable). • Calculation is based on the methods of data collection outlined above to ensure stable and ongoing retention and engagement of named Key People. • TfNSW request to remove Key Personnel under clause 11.2(c) due to poor performance will automatically equal a failure (-100 pts) under this KPI. <p>KPI 2 (Compliance with resourcing plan detailed in the Services Order Proposal for each PSC)</p> <ul style="list-style-type: none"> • KPI 2 refers to compliance with the resourcing plan excluding any: <ul style="list-style-type: none"> ○ PSC Personnel listed as Key People under KPI 1; and ○ PSC Personnel that have died, become unable to continue in their position due to illness, resigned from employment or taken long term leave (e.g. parental leave) who are replaced according to the criteria stated in KPI 2. • Calculation is based on the methods of data collection outlined above to ensure stable and accurate compliance to the resourcing plan provided in the Professional Services Contractor's Services Order Proposal.

Attachment 1 Sample Calculation of KRA Gainshare/Painshare Pools

The KRA Gainshare/Painshare Pool dollar value is equal to [redacted] of the finalised Provisional Portion Fee (excluding the Upper Limiting Fee Incentive Payment), and excluding any Portion Fee which exceeds the Upper Limiting Fee) for each Portion that achieved Completion during the Measurement Period.

PSC/ Portion #	Did the Portion achieve Completion during the Measurement Period?	Portion ULF	Provisional Portion Fee	Under/ overspen d	Finalised Provisional Portion Fee Subtotal (A)	[redacted] (A x [redacted])
B1X	Yes	[redacted]	[redacted]	Under	[redacted]	[redacted]
B2X	No	[redacted]	-	-	-	-
B3X	Yes	[redacted]	[redacted]	Under	[redacted]	[redacted]
B4X	Yes	[redacted]	[redacted]	Under	[redacted]	[redacted]
B5X Portion 1	Yes	[redacted]	[redacted]	Over [#]	[redacted] [#]	[redacted]
B5X Portion 2	No	[redacted]	-	-	-	-
Total KRA Gainshare/ Painshare Pool						[redacted]

[#] due to overspend, Gainshare/Painshare Pool calculation is based on Upper Limiting Fee, and not the finalised Provisional Portion Fee

Total KRA Gainshare Pool for the Measurement Period is [redacted]

Total KRA Painshare Pool for the Measurement Period is [redacted]

The Gainshare/Painshare Pool is then applied to each KRA in accordance with section 2.4. See Attachment 2 for sample calculations.
















Attachment 2 Sample Calculation of Gainshare/Painshare for each KRA, and sample KPS calculation







This Attachment details a sample calculation of Gainshare/Painshare for each KRA (detailed in section 2.4), and a sample KPS calculation (detailed in sections 2.6, 2.7 & 2.8).









Sample KPI scores (sections 2.6, 2.7 & 2.8)





Schedule KRA: Required % Achievement and Score per KPI			
	Failure (-100 pts)	MCOS (0 pts)	Outstanding (+100 pts)
Schedule KPI 1 - Draft Contract Material received on time	█ Pro rata between █ █	█	█ Pro rata between █ █ █
Schedule KPI 2 - Final Contract Material received on time	█ NB Failure (-100 pts) of Quality KPI 1 = automatic failure (-100 pts) for this KPI. Pro rata between █ █ █	█	█ Pro rata between █ █ █
Schedule KPI 3 - Services completed on or before date for Completion	█ Pro rata between █ █ █	█	█ Pro rata between █ █ █

Sample KPI Scores for Schedule KRA (section 2.6)				
PSC/ Portion #	Did the Portion achieve Completion during the Measurement Period?	KPI 1 Draft Contract Material received on time	KPI 2 Final Contract Material received on time	KPI 3 Services completed on or before date for Completion
B1X	Yes	All draft Contract Material received on time	All final Deliverables received on time	Services completed by date for Completion
B2X	No	n/a	n/a	n/a
B3X	Yes	All draft Contract Material received on time	All final Deliverables received on time	Services completed by date for Completion
B4X	Yes	All draft Contract Material received on time	All final Deliverables received on time	Services completed by date for Completion
B5X Portion 1	Yes	All draft Contract Material received on time	All final Deliverables received on time NB, Quality KPI 1 failure = automatic failure for this KPI	Services completed by date for Completion
B5X Portion 2	No	n/a	n/a	n/a
% Achievement		█%	█%	█%
KPI Score		█ █	█ █	█ █

Quality KRA: Required % Achievement and Score per KPI			
	Failure (-100 pts)	MCOS (0 pts)	Outstanding (+100 pts)
Quality KPI 1 - Final Contract Material compliant with Services Brief and no outstanding review comments	 NB Failure (-100 pts) on this KPI = automatic failure (-100 pts) for Schedule KPI 2. Pro rata between 	 NB Failure (-100 pts) on this KPI = automatic failure (-100 pts) for Schedule KPI 2.	 NB Failure (-100 pts) on this KPI = automatic failure (-100 pts) for Schedule KPI 2. Pro rata between 
Quality KPI 2 - Timely and accurate submission of Monthly Report	 Pro rata between 		 Pro rata between 
Quality KPI 3 - Timely and accurate submission of Payment Claims	 Pro rata between 		 Pro rata between 

Sample KPI Scores for Quality KRA (section 2.7)				
PSC/ Portion #	Did the Portion achieve Completion during the Measurement Period?	KPI 1 Final Contract Material compliant with Services Brief and no outstanding review comments	KPI 2 Timely and accurate submission of Monthly Report	KPI 3 Timely and accurate submission of Payment Claims
B1X	Yes	All final Contract Material has no outstanding review comments	Timely and accurate Monthly Report received 11 out of 11 months	Timely and accurate Payment Claim received 11 out of 11 months
B2X	No	n/a	n/a	n/a
B3X	Yes	All final Contract Material has no outstanding review comments	Timely and accurate Monthly Report received 8 out of 8 months	Timely and accurate Payment Claim received 8 out of 8 months
B4X	Yes	All final Contract Material has no outstanding review comments	Timely and accurate Monthly Report received 8 out of 8 months	Timely and accurate Payment Claim received 8 out of 8 months
B5X Portion 1	Yes	Final Contract Material has outstanding review comments	Timely and accurate Monthly Report received 7 out of 7 months	Timely and accurate Payment Claim received 7 out of 7 months
B5X Portion 2	No	n/a	n/a	n/a
% Achievement				
KPI Score				

Staff Retention: KRA Required % Achievement and Score per KPI			
	Failure (-100 pts)	MCOS (0 pts)	Outstanding (+100 pts)
Staff Retention KPI 1 - Retention of Key People listed in Services Order Acceptance	 NB Failure (-100 pts) if TfNSW requests to remove Key Personnel due to poor performance.		
Staff Retention KPI 2 - Compliance with resourcing plan (PSC Personnel, Roles and Rates) detailed in the Services Order Proposal	 Pro rata between 		 Pro rata between 

Sample KPI Scores for Staff Retention (section 2.8)			
PSC/ Portion #	Did the Portion achieve Completion during the Measurement Period?	KPI 1 Retention of Key People listed in Services Order Acceptance	KPI 2 Compliance with resourcing plan (PSC Personnel, Roles and Rates) detailed in the Services Order Proposal
B1X	Yes	8 out of 8 Key People retained to Completion of Portion	Compliance with resourcing plan (name, role and rate) for 7 out of 12 PSC Personnel
B2X	No	n/a	n/a
B3X	Yes	10 out of 10 Key People retained to Completion of Portion	Compliance with resourcing plan (name, role and rate) for 12 out of 17 PSC Personnel
B4X	Yes	13 out of 13 Key People retained to Completion of Portion	Compliance with resourcing plan (name, role and rate) for 14 out of 16 PSC Personnel
B5X Portion 1	Yes	9 out of 9 Key People retained to Completion of Portion	Compliance with resourcing plan (name, role and rate) for 10 out of 10 PSC Personnel
B5X Portion 2	No	n/a	n/a
% Achievement			
KPI Score			

Sample Gainshare/Painshare calculation (section 2.4)				
KRA Description	Gainshare/Painshare Pool (from sample calculation in Attachment 1)	KRA percentage	KPS	Calculation
KRA Schedule	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
KRA Quality		[REDACTED]	[REDACTED]	[REDACTED]
KRA Staff Retention		[REDACTED]	[REDACTED]	[REDACTED]
			Result	[REDACTED]

Allocation of Gainshare/Painshare award to individual PSCs			
PSC/ Portion #	KRA Gainshare/Painshare Pool Contribution	% Contribution	% Contribution applied to Gainshare/Painshare result
B1X	[REDACTED]	[REDACTED]	[REDACTED]
B2X	-	-	-
B3X	[REDACTED]	[REDACTED]	[REDACTED]
B4X	[REDACTED]	[REDACTED]	[REDACTED]
B5X Portion 1	[REDACTED]	[REDACTED]	[REDACTED]
B5X Portion 2	-	-	-
	[REDACTED]	[REDACTED]	[REDACTED]

EXECUTION

11 Oktober 2022

Signed as a deed on ~~August 2022~~

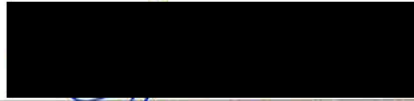
Executed for and behalf of Transport for NSW ABN 18 804 239 602 by its authorised representative:



Signature of Authorised Representative



Name of Authorised Representative (print)



Signature of witness



Name of witness (print)

Executed by Mott McDonald Australia Pty Limited ABN 13 134 120 353, by its attorney and company director:



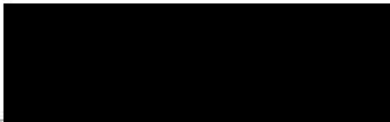
Signature of attorney

13/10/22
Date

By executing this document, the attorney states that the attorney has received no notice of revocation of power of attorney



Name of attorney pursuant to power of attorney dated 19 September 2021:



Signature of witness



Name of witness

Executed by SMEC Australia Pty Limited ABN 47 065 475 149 in accordance with s127 of the *Corporations Act 2001* (Cth) by:




Signature of director/company secretary



Print name



Signature of director



Print name