



Rapid Prototyping, Development and Evaluation Program
2016 Relationship Agreement
Schedule 3
Part 6 – Work Health and Safety (WHS) Policy
Version 1.0

Approved By

A handwritten signature in blue ink, reading "M. Huffield.", is written over a horizontal black line.

This Policy may be amended from time to time by the Commonwealth Board Member

Change History

VERSION	DATE	DESCRIPTION OF CHANGE
1.0		Initial document

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1 REFERENCES

A. RPDE 2016 Relationship Agreement and Standing Offer

2 INTRODUCTION

1.1. Purpose

This purpose of this policy is to describe the manner in which the RPDE Program complies with:

- (a) the *Work Health and Safety Act 2011* (Cth) and the *Work Health and Safety Regulations 2011* (Cth); and
- (b) any corresponding work health and safety law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).

1.2. Objectives

The objectives of the Work Health and Safety Policy is to provide guidance to Members on the rights and obligations of all Parties.

3 DEFINITIONS

TERM OR ABBREVIATION	MEANING
Asbestos Containing Material or ACM	has the meaning given in regulation 5(1) of the Work Health and Safety Regulations 2011 (Cth).
Authorisation	means a licence, accreditation, permit, registration, regulatory approval or other documented authority (however described), required by law and necessary for the provision of Services or work to be performed under either the Standing Offer or a Services Contract.
Commonwealth Personnel	means the Commonwealth's employees, contractors, officers, agents and consultants.
Commonwealth Premises	means any of the following that is owned or occupied by the Commonwealth: <ul style="list-style-type: none">(a) an area of land or any other place (whether or not it is enclosed or built on)(b) a building or other structure; or(c) a vehicle, vessel or aircraft.
Contractor	means a Contractor under a Services Contract
Dangerous Goods	has the meaning given in the Australian Code for the Transport of Dangerous Goods by Road and Rail (extant edition and as amended).
Equipment	means either Transportable Equipment, or Non-Transportable Equipment, or both (as the case may be), and any associated operating manuals.
Facilities	has the same meaning as that term has in the Standing Offer.
General Manager	means the person appointed by the Commonwealth to manage the RPDE Program
Hazardous Chemical	has the meaning given in regulation 5(1) of the Work Health and Safety Regulations 2011 (Cth).
Member	means a member under the Relationship Agreement.
Member Personnel	means the Member's employees, contractors, officers, agents and consultants.
Non-Transportable Equipment	means fixtures, and includes structures, and objects permanently attached to those structures.

Notifiable Incident	has the meaning given in sections 35 to 37 of the Work Health and Safety Act 2011 (Cth).
Ozone Depleting Substance	means any substance identified as having ozone depleting potential in the Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth) or any regulations made under that Act.
Policy	means any policy or policies relating to the operation of the RPDE Program endorsed by the Board from time to time.
Problematic Source	means a source of ionising or non-ionising radiation, from a material or apparatus that is required to be licensed with the Australian Radiation Protection and Nuclear Safety Authority.
Problematic Substance	means an Ozone Depleting Substance, Synthetic Greenhouse Gas, Dangerous Good or Hazardous Chemical.
Relationship Agreement	means the deed titled '2016 Relationship Agreement' (including and schedule or annexure to that deed) , as amended from time to time
RPDE Program	means the Rapid Prototyping, Development and Evaluation Program.
Services	means the services to be provided to the RPDE Program.
Services Contract	means a contract for Services formed under the Standing Offer.
Standing Offer	means the deed of standing offer as agreed and executed by the Commonwealth and each Member setting out the terms on which Services will be provided.
Synthetic Greenhouse Gas	means any gas identified as a Synthetic Greenhouse Gas in the Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth) or in any regulations made under that Act.
Transportable Equipment	means equipment which is not a fixture, or permanently attached to a structure, and includes machinery, software, hardware and other movable articles.
WHS Legislation	means: (a) the <i>Work Health and Safety Act 2011 (Cth)</i> and the <i>Work Health and Safety Regulations 2011 (Cth)</i> ; and (b) any corresponding work health and safety law as defined in section 4 of the <i>Work Health and Safety Act 2011 (Cth)</i> .
Working Day	in relation to the doing of an act in a place, means any day other than: (a) a Saturday, Sunday or public holiday in that place; or (b) any day within the two-week period that starts on: (i) the Saturday before Christmas Day; or (ii) if Christmas Day falls on a Saturday, Christmas Day.

4 WORK HEALTH AND SAFETY POLICY

4.1 Each Member and the Commonwealth must:

- (a) comply with, and the Member must ensure that all subcontractors comply with, the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with the Commonwealth, the Member, or a subcontractor (as the case may be), and any other person who, concurrently with the Commonwealth, the Member, or a subcontractor (as the case may be), has a work health and safety duty under the WHS Legislation in relation to the same matter; and
- (b) in carrying out work under either the Standing Offer and any Services Contract, ensure, so far as is reasonably practicable, the health and safety of:
 - (i) Commonwealth Personnel;
 - (ii) Member Personnel and subcontractor personnel; and
 - (iii) other persons,in connection with the Services.

4.2 Each Member represents and warrants that:

- (a) it has given careful, prudent and comprehensive consideration to the work health and safety implications of the work to be performed by it under both the Standing Offer and any Services Contract; and
- (b) the proposed method of performance of that work complies with, and includes a system for identifying and managing work health and safety risks which complies with, all applicable legislation relating to work health and safety, including the WHS Legislation.

4.3 Each Member must:

- (a) provide the Services under the Standing Offer and any Services Contract in such a way that the Commonwealth and Commonwealth Personnel are able to undertake any roles or obligations in connection with the Services provided under the Standing Offer and any Services Contract (such as in relation to testing or auditing); and
- (b) ensure that the Commonwealth and Commonwealth Personnel are able to make full use of the Services for the purposes for which they are intended, and to maintain, support and develop them,

without the Commonwealth or Commonwealth Personnel contravening any applicable legislation relating to work health and safety including the WHS Legislation, any applicable standards relating to work health and safety or any Commonwealth or Defence policy relating to work health and safety.

4.4 Without limiting the Member's obligations under either the Standing Offer or any Services Contract at law, the member must:

- (a) provide, and must use its best endeavours to ensure a subcontractor provides, to the General Manager, or his or her authorised representative, within 10 Working Days of a request by the General Manager, or his or her authorised representative, any information or copies of documentation requested by the General Manager, or his or her authorised representative, and held by the Member, or subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation in relation to both the Standing Offer and any Services Contract;

- (b) provide copies of:
- (i) all notices and communications issued by a regulator, agent of the regulator or a health and safety representative to the member or a subcontractor relating to work health and safety matters; and
 - (ii) all notices, communications and undertakings given by the Member or a subcontractor to the regulator, agent of the regulator or a health and safety representative,

in connection with or related to the Services to the General Manager, or his or her authorised representative, within 10 Working Days of receipt or submission of the notice, communication or undertaking by the Member or subcontractor (as the case may be); and

- (c) provide, and must use its best endeavours to ensure that a subcontractor provides, to the General Manager, or his or her authorised representative, within 10 Working Days of a request by the General Manager, or his or her authorised representative, written assurances specifying that to the best of the Member's or subcontractor's (as the case may be) knowledge that it, Member personnel, subcontractors and subcontractor personnel are compliant with:
- (i) the WHS Legislation; and
 - (i) any relevant or applicable standards or codes of practice under a *Work Health and Safety Act 2011 (Cth)* except where the Member complies with the WHS Legislation in a manner that is different from the relevant code of practice but provides a standard of work health and safety that is equivalent to or higher than the standard required by the code of practice,
- and that the Member or subcontractor(as the case may be) has made reasonable enquiries before providing the written assurances.

- 4.5** Subject to the requirements of Defence security, the Commonwealth must provide to the Member in a timely manner any information or copies of documentation reasonably requested by the member and held by the Commonwealth to enable the Member to comply with its obligations under the applicable WHS Legislation in relation to either the Standing Offer or a Services Contract.
- 4.6** If the Member becomes aware of any intention on the part of a regulatory authority to cancel, revoke, suspend or amend an Authorisation relating to work health and safety, it shall immediately notify the Commonwealth giving full particulars (so far as they are known to it).
- 4.7** To the extent not inconsistent with the express requirements of the Standing Offer or a Services Contract (as relevant), the Commonwealth may direct the Member to take specified measures that the Commonwealth considers reasonably necessary to comply with applicable legislation relating to work health and safety including the WHS Legislation in relation to the performance of the work under the Standing Offer or a Services Contract. The Member must comply with the direction unless the Member demonstrates to the reasonable satisfaction of the General Manager, or his or her authorised representative, that it is already complying with the WHS Legislation in relation to the matter to which direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation.
- 4.8** The Member must not use ACM in providing the Services and must not take any ACM onto Commonwealth Premises in connection with providing Services.

- 4.9** Unless the Commonwealth otherwise agrees in writing, the Member must:
- (a) ensure that any deliverable provided to the Commonwealth in connection with the Services does not contain a Problematic Substance; and
 - (b) not use, handle or store Problematic Substance on Commonwealth Premises in connection with the Services.
- 4.10** Where the Commonwealth agrees that a deliverable may contain a Problematic Substance or that the Member may use, handle or store a Problematic Substance on Commonwealth Premises, the Member must ensure that:
- (a) Full details of the approved Problematic Substances are provided to the General Manager, or his or her authorised representative, in the form of a Safety Data Sheet (SDS) prescribed by the Commonwealth, except where the applicable SDS exists within the Australian ChemAlert database and the Member identifies that SDS to the General Manager, or his or her authorised representative, by reference to its unique record within that database; and
 - (b) The approved Problematic Substance is correctly labelled and packaged (including to clearly identify the nature of the substance and its associated hazards) in accordance with Australian legislative and regulatory requirements, and that all documentation supporting the Services clearly identifies the nature of the substance and its associated hazards.
- 4.11** Where the Services provided under the Standing Offer and a Services Contract involve, or require the use of, a Problematic Source, the Member must:
- (a) only use the Problematic Source:
 - (i) for a purpose that is approved by the Commonwealth in writing; and
 - (ii) in accordance with the applicable source licence; and
 - (b) where not covered by a Defence source or facility licence, provide evidence of the Authorisations (eg the Members licence) to the General Manager, or his or her authorised representative, before commencing any work that involves a Problematic Source.
- 4.12** Without limiting the Member's obligations under the Standing Offer or a Services Contract, the Member must ensure that Services involving a Problematic Source at Commonwealth Premises are performed in accordance with Volume 2 Part 3C, and Volume 3 Part 3C of the Defence WHS Manual.
- 4.13** Where a change in the Services under a Services Contract requires the introduction of a new Problematic Source or a change in the use or location of an existing Problematic Source, the member must:
- (a) unless otherwise agreed by the Commonwealth, within 20 Working Days of becoming aware of the proposed change, provide a proposed change to the Services Contract (as the case may be) in writing; and
 - (b) where a change to the Authorisation(s) presented under paragraph 4.11(b) is required, provide with the proposed change required by paragraph 4.13(a) supporting evidence that the Member has, or will obtain in a timely manner, the required changes to the Authorisation(s).
- 4.14** The Member must report, in accordance with the Defence WHS Manual, Volume 2, Part 5, Chapter 1, any Notifiable Incident that involves any of the following:

- (a) Member Personnel or subcontractor personnel on Commonwealth Premises;
 - (b) Commonwealth Personnel on subcontractor premises; or
 - (c) Member Personnel or subcontractor personnel on Member or subcontractor premises where the incident arises out of the conduct of the Commonwealth's business or undertaking (including connection with Facilities and Transportable and Non-Transportable Equipment provided by the Commonwealth, and Commonwealth-specified systems of work).
- 4.15** The report provided under paragraph 4.14 must include the provision of a completed Department of Defence Form AE527 (as amended or replaced from time to time), or be provided using the DRN Sentinel Kiosk (if applicable).
- 4.16** The Member must, in respect of any Notifiable Incident arising in connection with either the Standing Offer or a Services Contract:
- (a) immediately provide the General Manager, or his or her authorised representative, with a copy of the notice required to be provided to the relevant Commonwealth, State or Territory regulator;
 - (b) promptly provide the General Manager, or his or her authorised representative, with a copy of any investigation report relating to the Notifiable Incident;
 - (c) promptly provide the General Manager, or his or her authorised representative, with copies of any notice(s), and any other documentation issued by the relevant Commonwealth, State or Territory regulator; and
 - (d) within 10 Working Days of the date of notification to the relevant Commonwealth, State or Territory regulator, provide the General Manager, or his or her authorised representative, with a summary of the related investigations, actions to be taken and any impact on the Standing Offer or any Services Contract that may result from the Notifiable Incident.
- 4.17** The Commonwealth shall immediately inform the Member of any Notifiable Incident involving Member Personnel on Commonwealth Premises in relation to work performed under either the Standing Offer or a Services Contract of which it is aware, and provide the Member with a copy of the notice that is provided by the Commonwealth to the Commonwealth regulator about the Notifiable Incident.
- 4.18** The Member must ensure that all subcontracts contain equivalent provisions to those set out in this policy.