

## Schedule 7 – Completion Criteria

### 1 TECHNICAL COMPLETION CRITERIA

The criteria set out below constitute the Technical Completion Criteria for the purposes of this Agreement. Unless stated otherwise, Project Co must satisfy each of the Technical Completion Criteria to the satisfaction of the Independent Certifier.

Technical Completion Criteria		
Item	Subject Matter	Technical Completion Criteria
1	Technical Completion Plan	Project Co must have successfully carried out all activities in accordance with and otherwise complied with its obligations in respect of Technical Completion as set out in the approved Technical Completion Plan submitted in accordance with Clause 18.2 of this Agreement.
2	Technical Completion Tests	Project Co must have successfully completed all of the Technical Completion Tests in accordance with Clause 18.3 of this Agreement.
3	Initial Technical Completion Report	Project Co must have submitted to the State and the Independent Certifier the initial Technical Completion Report in accordance with Clause 18.5 of this Agreement.
4	DBFM Works in accordance with For Construction Documentation	Project Co must have completed the DBFM Works in accordance with the For Construction Documentation, the Design Requirements and other requirements of this Agreement, such that the Independent Certifier is satisfied that the Off-Site Infrastructure, Stadium and Sports Precinct will be Fit For Purpose.
5	Project Co FF&E and Group 3 FF&E	Project Co must have procured, installed (or set in their correct locations) and commissioned all Project Co FF&E, and installed (or set in their correct locations) Group 3 FF&E to the extent that Project Co is responsible for the location and installation of the Group 3 FF&E, as set out in Schedule 12 (Design Specifications) in the DBFM Works in accordance with the Design Requirements.
6	Authorisations	<p>Project Co must have obtained all Authorisations and certificates of compliance required to be obtained in accordance with this Agreement to achieve Technical Completion and have provided copies of those Authorisations and certificates of compliance to the Independent Certifier and the State Representative other than for the Authorisations and certificates in respect of the Commercial Opportunities.</p> <p>To the extent that such Authorisations contain conditions, those conditions must not prevent the Stadium Activities or the activities in the State Operational Commissioning Plan from being carried out and, in the opinion of the Independent Certifier, must not impact on the ability of the Stadium, Sports Precinct and Off-Site Infrastructure to be Fit For Purpose and for Project Co to otherwise satisfy the FFP Warranty.</p> <p>Satisfaction of this Technical Completion Criteria is independent of and will not affect the ability of the State to challenge any of the conditions on an Authorisation.</p>
7	Off-Site Infrastructure Works	Project Co must have ensured that the Off-Site Infrastructure has been completed in accordance with the Output Specifications and evidence is provided to the State

<b>Technical Completion Criteria</b>		
<b>Item</b>	<b>Subject Matter</b>	<b>Technical Completion Criteria</b>
		Representative and to the Independent Certifier of that fact and that all Authorisations required in connection with the Off-Site Infrastructure Works have been obtained.
8	State Works	Project Co must have fulfilled its obligations regarding State Works in accordance with Clause 16 and Schedule 21 of this Agreement.
9	State Operational Commissioning and integration with Commercial Acceptance Plan	Project Co must have complied with its obligations in respect of Clause 19.2(d) of this Agreement by ensuring that Project Co's Commercial Acceptance Plan is integrated with the activities described within the State's Operational Commissioning Plan.
10	Annual Operating Documents	Project Co must have submitted final drafts of Annual Operating Documents (as defined in Annexure E of Schedule 13 (Services Specifications) of this Agreement), as required by and otherwise in accordance with Part F, Schedule 13 (Services Specifications) of this Agreement and received approval of those final versions in accordance with Schedule 3 (Review Procedures) of this Agreement.
11	Minor Modification Running Schedule	Project Co must provide to the State and the Independent Certifier the final and complete Minor Modification Running Schedule.
12	Damage	Project Co must have repaired or rectified any property damage, including damage on or to property adjoining the Site, arising in the course of carrying out the DBFM Works.
13	Door and lock schedule	Project Co must have provided to the State Representative: <ul style="list-style-type: none"> <li>• a completed and final door and lock schedule; and</li> <li>• all keys and access cards required by the State or the Stadium Operator (or both) for the State Access Periods (and Operating Phase),</li> </ul> for the DBFM Works in accordance with Schedule 12 (Design Specifications) of this Agreement.
14	Safety	Project Co must have done all that is required to ensure that in using the DBFM Works (or any part of them), all Stadium Users are safe from any construction activities that are continuing at the Site.
15	Removed construction machinery	Project Co must have removed all relevant construction machinery, equipment and materials from the Site.
16	Clean	Project Co must have cleaned the DBFM Works so that the Site is free of construction debris and rubbish.
17	Stadium Operator capable of obtaining Authorisations to perform Stadium Activities	The DBFM Works must be such that the State, the Stadium Operator and State Associates will not be prevented from obtaining any Authorisation or State Obtained Authorisation (and which Project Co is not required by this Agreement to obtain) necessary to enable the State, the Stadium Operator and any relevant State Associates, to perform the Stadium

<b>Technical Completion Criteria</b>		
<b>Item</b>	<b>Subject Matter</b>	<b>Technical Completion Criteria</b>
		Activities from the Date of Commercial Acceptance.
18	Consumables	Project Co must have delivered to the Site all Consumables necessary for the provision of Services by Project Co during the State Access Period in accordance with this Agreement.
19	No Defects	Except for any Outstanding Items, the DBFM Works must be free from all Defects.
20	BIM	The DBFM Asset Information must have been issued to the State reflecting the "as built" status of the DBFM Works in accordance with Schedule 12 (Design Specifications) of this Agreement and include the necessary information for maintenance and operation of the Stadium, Sports Precinct and Off-Site Infrastructure.
21	Miscellaneous	Project Co must have done all other things required by this Agreement to achieve Technical Completion.

## 2 COMMERCIAL ACCEPTANCE CRITERIA

The criteria set out below constitute the Commercial Acceptance Criteria for the purposes of this Agreement. Unless stated otherwise, Project Co must satisfy each of the Commercial Acceptance Criteria to the reasonable satisfaction of the State (with the Independent Certifier certifying those tests set out below specifically stated to be the responsibility of the Independent Certifier).

<b>Commercial Acceptance Criteria</b>		
<b>Item</b>	<b>Subject Matter</b>	<b>Stage 1 Commercial Acceptance Criteria</b>
1	Fit For Purpose	<p>Each of Project Co and the Builder must have provided the State and the Independent Certifier with a certification in the form attached to this Schedule 7:</p> <ul style="list-style-type: none"> <li>• on a monthly basis from Financial Close;</li> <li>• at each of Design Stage 1, 2 and 3; and</li> <li>• at Technical Completion,</li> </ul> <p>warranting that the DBFM Works, including all Group 1 FF&amp;E and Group 2 FF&amp;E and, to the extent that Project Co is responsible for its installation or location in accordance with Schedule 12 (Design Specifications), Group 3 FF&amp;E, have been, or are being, designed and constructed to ensure that they are Fit For Purpose, or will be Fit For Purpose as at the Date of Commercial Acceptance. The State will determine that the required certifications have been provided.</p>
2	Compliance with Commercial Acceptance Plan	Project Co must have successfully carried out all activities in accordance with and otherwise complied with its obligations in respect of Commercial Acceptance as set out in the Commercial Acceptance Plan submitted in accordance with Clause 20.4(a) of this Agreement which requirement will be determined by the State (acting reasonably).
3	Final Technical Completion	Project Co must have submitted to the State and the Independent Certifier a final Technical Completion Report in

<b>Commercial Acceptance Criteria</b>		
<b>Item</b>	<b>Subject Matter</b>	<b>Stage 1 Commercial Acceptance Criteria</b>
	Report	accordance with Clause 18.9 of this Agreement.
4	Certificate of Technical Completion	The Independent Certifier must have issued to Project Co a certificate of Technical Completion in accordance with Clause 18.7 of this Agreement.
5	Commercial Acceptance Tests	Project Co must have successfully completed all of the Commercial Acceptance Tests in accordance with Clause 20.5 of this Agreement.
6	Initial Commercial Acceptance Report	Project Co must have submitted to the State and the Independent Certifier the initial Commercial Acceptance Report in accordance with Clause 20.7 of this Agreement.
7	Outstanding Items	The Independent Certifier must have provided written confirmation to the State that all Outstanding Items required to be completed prior to Commercial Acceptance have been completed (including all Outstanding Items identified from time to time in the Commissioning Period).
8	Annual Operating Documents	Project Co must have submitted final versions of Annual Operating Documents (as defined in Annexure E, Schedule 13 (Services Specifications) of this Agreement), as required by and otherwise in accordance with Part F, Schedule 13 (Services Specifications) of this Agreement and received approval to those final versions in accordance with Schedule 3 (Review Procedures) of this Agreement and have otherwise demonstrated that it is prepared for the immediate delivery of the Services.
9	Operating Phase Site Plan and Operational Handover Plan	Project Co must have received approval for the Operating Phase Site Plan and Operational Handover Plan in accordance with Clause 7.5 of this Agreement.
10	Operating Phase Licence	Project Co has complied with its obligations under Clause 7.6(b) of this Agreement in respect of the Operating Phase Licence.
11	State Access Periods	Project Co must have fulfilled all of its obligations under Clause 19 of this Agreement which requirement will be determined by the State (acting reasonably).
12	Training and Induction	Project Co must have fulfilled all of its obligations under Clause 24 of this Agreement which requirement will be determined by the State (acting reasonably).
13	FF&E Title and responsibility for risk	Project Co must have fulfilled its obligations under Clause 25.1(b) of this Agreement.
14	Asset Register	Project Co must have provided to the State the Asset Register with up to date information, including barcoding of all Group 1 FF&E, Group 2 FF&E, Group 3 FF&E and Group 4 FF&E (subject to the State providing the relevant information in relation to Group 3 FF&E and Group 4 FF&E) in accordance with Schedule 13 (Services Specifications) of this Agreement.

<b>Commercial Acceptance Criteria</b>		
<b>Item</b>	<b>Subject Matter</b>	<b>Stage 1 Commercial Acceptance Criteria</b>
15	Commercial Opportunities	The Independent Certifier must have certified that the Commercial Opportunities are safe, appear complete when viewed externally, have completed façades and are weather proof.
16	No Defects	Except for any Outstanding Items that are not required to be rectified prior to Commercial Acceptance, the DBFM Works must be free from all Defects.
17	Damage	Project Co must have repaired or rectified any property damage including damage on or to property adjoining the Site, or to the DBFM Works, arising in connection with the DBFM Project during the Commissioning Period.
18	Consumables	Project Co must have delivered to the Site all Consumables necessary for the provision by Project Co of the Services in accordance with Schedule 13 (Services Specifications) of this Agreement.
19	BIM	All final DBFM Asset Information must have been provided to the State in accordance with Schedule 12 (Design Specifications) of this Agreement.
20	Other documents	<p>Project Co must have provided all documents and information Project Co is required to supply to the State or the Independent Certifier under this Agreement at a time before or as part of Commercial Acceptance (as determined by the State acting reasonably), that are reasonably required for:</p> <ul style="list-style-type: none"> <li>• the operation of the Stadium, Sports Precinct and Off-Site Infrastructure;</li> <li>• the provision of the Stadium Activities; or</li> <li>• the provision of the Services.</li> </ul> <p>The State must notify Project Co of all documents and information Project Co is required to provide to the State or the Independent Certifier as part of this Commercial Acceptance Criteria, providing the State has provided sufficient notice for the document or information such that this test can be satisfied by the Date for Commercial Acceptance (but with such notice to be at least 30 Business Days prior to the Date for Commercial Acceptance).</p>
21	Clean	<p>After the conclusion of the last Test Event Project Co must have thoroughly cleaned the DBFM Works including by:</p> <ul style="list-style-type: none"> <li>• cleaning external façades and exteriors;</li> <li>• completing a final clean of the Seating Bowl;</li> <li>• cleaning all floors (as appropriate to the surface);</li> <li>• cleaning all windows and glazing; and</li> <li>• cleaning and scanning with metal detectors the Playing Surface and any external soft landscaped areas,</li> </ul> <p>so that the DBFM Works are safe for Stadium Users, clean, tidy and free from rubbish, construction waste, dust, metal and scrap.</p> <p>The State and Stadium Operator are responsible for cleaning</p>

<b>Commercial Acceptance Criteria</b>		
<b>Item</b>	<b>Subject Matter</b>	<b>Stage 1 Commercial Acceptance Criteria</b>
		associated with the performance of Scenario Testing and Test Events.
22	Insurances	Project Co must have provided evidence that it has procured all Insurances required in Clause 40.2 of this Agreement.
23	Miscellaneous	Project Co must have otherwise done all other things required by this Agreement to achieve Commercial Acceptance.
24	Handover of Environmental Management Plan data and documentation	Without limiting Project Co's obligations in respect of environmental management and monitoring during the Operating Phase, Project Co must have fulfilled its obligations under the Environmental Management Strategy documents to ensure any environmental management and monitoring data is handed over to the State.
25	Authorisations	<p>Project Co must have obtained all Authorisations that it is obliged to obtain and certificates of compliance required for the occupation and operation of the Stadium, Sports Precinct and Off-Site Infrastructure in accordance with this Agreement and provided copies of those Authorisations and certificates of compliance to the Independent Certifier and the State Representative.</p> <p>To the extent that such Authorisations contain conditions, those conditions must not prevent the Stadium Activities from being carried out and must not, in the opinion of the State Representative (acting reasonably), impact on the ability for the Stadium, Sports Precinct and Off-Site Infrastructure to be Fit For Purpose and for Project Co to otherwise satisfy the FFP Warranty. This Commercial Acceptance Criteria does not include the Authorisations which were certified by the Independent Certifier as having been satisfactorily obtained for the Operating Phase as at the Date of Technical Completion, except for those Authorisations which have been obtained or changed since Technical Completion.</p> <p>Satisfaction of this Commercial Acceptance Criteria is independent of and will not affect the ability of the State to challenge any of the conditions on an Authorisation.</p>
26	Removed construction machinery	Project Co must have removed all relevant temporary site accommodation, construction machinery, equipment and materials from the Construction Site (as determined by the State acting reasonably).
27	Stadium Operator capable of obtaining Authorisations to perform Stadium Activities	<p>The DBFM Works must be such that the State, the Stadium Operator and any other State Associates will not be prevented from obtaining any Authorisation necessary (and which Project Co is not required by this Agreement to obtain) to enable the State, the Stadium Operator and any other relevant State Associates, to perform the Stadium Activities (as determined by the State acting reasonably).</p> <p>For the purposes of this criteria, the State must notify Project Co of any issues with the DBFM Works that the State believes may prevent it from obtaining any Authorisations within such time that the criteria can reasonably be expected to be satisfied by the Date for Commercial Acceptance (and with such notice to be at least 30 Business Days prior to the Date for Commercial Acceptance).</p>

## Annexure A – Form of certification

**[Project Co/Builder Letterhead]**

**[To be addressed to the State Representative]**

For and on behalf of **[Project Co/the Builder]** it is warranted and agreed that:

- 1 subject to paragraph 4 below, for the month of **[insert month and year]**, the DBFM Works, including all Group 1 FF&E and all Group 2 FF&E, which are on the Site have been, or are being, designed, procured, constructed, commissioned and completed (as applicable to the relevant Project Co FF&E, including as set out in Schedule 12 (Design Specifications) of the DBFM Project Agreement), to ensure they are Fit For Purpose or will be Fit For Purpose as at the Date of Commercial Acceptance;
- 2 all relevant Group 3 FF&E has been installed (or set in its correct locations) to the extent that Project Co is responsible for its location and installation, as set out in Schedule 12 (Design Specifications);
- 3 I have made due investigation on behalf of **[Project Co/the Builder]** to satisfy myself that the DBFM Works, including all Group 1 FF&E and all Group 2 FF&E meet the requirements of this certification (subject to paragraph 4 below); and
- 4 the only non-conformances in the Design Documentation and the DBFM Works are set out below.

It is acknowledged that the State is relying on this certificate.

\_\_\_\_\_  
Signed for and on behalf of **[Project Co/the Builder]** by the **[Builder/Project Co]** Representative

\_\_\_\_\_  
Dated

***Non-conformances in the Design Documentation and DBFM Works to date (paragraph 4):***

**[insert details]**