Schedule 15 – Adjustment Event Schedule

***[Drafting Note: Bespoke events to be considered on a case by case basis, including entitlements in respect of site conditions such as utilities and contamination (in respect of which there is currently no entitlement).***]

| Item | Event | Adjustment Event (Cost) | Adjustment Event (Time) | Adjustment Event (KRA) |
| --- | --- | --- | --- | --- |
|  | A breach by the Principal of any Project Document. | ✓\* | ✓ | ✓ |
|  | An act or omission of the Principal or any Principal Associate, when acting in connection with the Project, in each case other than any such act or omission which is:   1. a Permitted Act; or 2. contemplated by clause [7.1] where an Authority is acting in accordance with its statutory powers. | ✓\* | ✓ |  |
|  | Cessation or suspension of any part of the Contractor's Activities because of:   1. Commonwealth or Principal direction; 2. an order of a court or tribunal of competent jurisdiction; or 3. a requirement of Law,   in connection with a Heritage Claim or Native Title Claim (as the case may be) in the Site. | ✓\* | ✓ |  |
|  | A material change to the way in which the Contractor's Activities is carried out because of:   1. a Commonwealth or Principal direction; 2. an order of a court or tribunal of competent jurisdiction; or 3. a requirement of Law,   in connection with [the discovery of an Artefact,] a Heritage Claim or Native Title Claim (as the case may be) in the Site unless any such change is the subject of a Variation Order under clause [33].  [***Drafting Note: Inclusion of the reference to Artefacts to be considered on a case by case basis (see clause 12.2 of the ITC Deed).***] | ✓\* | ✓ |  |
|  | Industrial Action which:   1. only occurs at or in the direct vicinity of the Site; and 2. is the direct result of an act or omission of the Principal when acting in connection with the Project or a Principal Associate, in each case other than any such act or omission which:    1. is a Permitted Act;    2. is undertaken as part of any Interface Works; or    3. is contemplated by clause 7.1 where the Authority is acting in accordance with its statutory powers.   [***Guidance note: Entitlements to time and/or cost to be determined on a case by case basis.***] | ✓ | ✓ |  |
|  | A direction by the Principal to accelerate the performance of the Contractor's Activities to the extent described in clause [26.15]. | ✓ |  | ✓ |
|  | A circumstance described in clause [31(f)] in relation to Provisional Sum Work. | ✓ |  |  |
|  | A Scope Variation directed under clause [34.1]. | ✓ | ✓ | ✓ |
|  | A direction to suspend all or any part of the Contractor's Activities, except to the extent the circumstances leading to suspension:   1. are caused or contributed to by a Contractor Act or Omission; or 2. are, or are caused by, a Force Majeure Event. | ✓ | ✓ |  |
|  | [A material change to the policy terms of the Insurances (Principal) to the extent described in clause 41.4(g)]  ***[Drafting Note: Optional provision in relation to Insurances (Principal) to be considered on a project-specific basis.]*** | ✓ | ✓ |  |
|  | A Change in Mandatory Requirements which results in a Scope Variation. | ✓\*\* | ✓ | ✓ |
|  | A Force Majeure Event. |  | ✓ |  |
|  | Any breach of a Direct Interface Deed by a Direct Interface Party.  ***[Drafting Note: Optional provision to be considered on a project-specific basis – including whether the entitlement will be time and/or cost.]*** |  |  |  |
|  | Any act, event or circumstance expressly stated to be an Adjustment Event (Cost) in this Deed. | ✓ |  |  |
|  | Any act, event or circumstances listed as an Adjustment Event (Cost) in the [Adjustment Event Guidelines]. ***[Drafting Note: To be developed on a project-specific basis.]*** | ✓ | ✓ |  |
|  | Any act, event or circumstance expressly stated to be an Adjustment Event (Time) in this Deed. |  | ✓ |  |
|  | Any act, event or circumstances listed as an Adjustment Event (Time) in the [Adjustment Event Guidelines]. ***[Drafting Note: To be developed on a project-specific basis.]*** |  | ✓ |  |
|  | Any act, event or circumstance event expressly stated to be an Adjustment Event (KRA) in this Deed. |  |  | ✓ |
|  | Any act, event or circumstances listed as an Adjustment Event (KRA) in the [Adjustment Event Guidelines]. ***[Drafting Note: To be developed on a project-specific basis.]*** |  |  | ✓ |
|  | A Pandemic Adjustment Event occurs. | ✓ | ✓ | ***[Drafting Note: To be considered on a project-specific basis.]*** |
|  | A Pandemic Change in Law occurs and clause 6A.4(b) applies | ✓ | ✓ | ***[Drafting Note: To be considered on a project-specific basis.]*** |

Note:

\* These acts, events or circumstances will only constitute an Adjustment Event (Cost) where the Contractor has been granted an extension of time to a Date for Completion in accordance with clause [36.4] of this Deed and the adjustment to the TOC will only apply to time related costs.

\*\* These acts, events or circumstances will only constitute an Adjustment Event (Cost) where they also constitute a Scope Variation under this Deed.

\*\*\* These acts, event or circumstances will only constitute an Adjustment Event (Cost) where the events under either, \* above or \*\* above, are satisfied.