



Accessing the Austroads Temporary Traffic Management and Victoria specific training materials

This form is to be completed by a Registered Training Organisation (RTO) seeking access to training materials to support its application to become an Approved Training Provider (ATP) in Victoria for any one or more of the following **Temporary Traffic Management National Training Programs**:

- a. Traffic Controller (TC1)
(RIISS00058 - Traffic Controller - Urban Streets and Low Volume Rural Roads);
- b. Traffic Controller (TC2)
(RIISS00059 - Traffic Controller - High Volume Roads);
- c. Combined TC1 (RIISS00058 - Traffic Controller - Urban Streets and Low Volume Rural Roads) and TMI1 (RIISS00060 - Traffic Management Implementer - Urban Streets and Low Volume Rural Roads) course
- d. Combined TC2 (RIISS00059 - Traffic Controller - High Volume Roads) and TMI2 (RIISS00061 - Traffic Management Implementer for High Volume Roads) course
- e. Traffic Management Implementer (TMI1)
(RIISS00060 - Traffic Management Implementer - Urban Streets and Low Volume Rural Roads);
- f. Traffic Management Implementer (TMI2)
(RIISS00061 - Traffic Management Implementer for High Volume Roads);
- g. Traffic Management Implementer (TMI3)
(RIISS00062 - Traffic Management Implementer for Motorways and Freeways);
- h. Traffic Management Designer (TMD1)
(RIISS00063 - Traffic Management Designer for Urban Streets and Low Volume Rural Roads);
- i. Traffic Management Designer (TMD2)
(RIISS00064 - Traffic Management Designer for High Volume Roads); and
- j. Traffic Management Designer (TMD3)
(RIISS00065 - Traffic Management Designer for Motorways and Freeways).

The training materials to be provided to the RTO will include:

1. the training and assessment material, resources and documentation for each of the Temporary Traffic Management National Training Programs prepared and owned by Austroads Ltd; and
2. any material or content developed and owned by the Department of Transport and Planning for the purposing of adapting the Austroads Temporary Traffic Management National Training Material to local laws, rules or other requirements in Victoria, together referred to as the **Training Materials**.

Access to the Training Materials is subject to the execution of the Non-Disclosure Agreement contained at Appendix 1.

1. Applicant details

RTO applicant name

RTO registration number

ABN

Web address

Business address

Postal address

Austroads Ltd.

Contact name **Patsy Thomas**

Contact email address **ttmtraining@austrroads.com.au**

2. Select training materials

Please indicate which Temporary Traffic Management National Training Program/s training materials you are seeking to access:

Seek access
(please tick)

- | | |
|---|--------------------------|
| a. Traffic Controller (TC1)
(RIISS00058 - Traffic Controller - Urban Streets and Low Volume Rural Roads) | <input type="checkbox"/> |
| b. Traffic Controller (TC2)
(RIISS00059 - Traffic Controller - High Volume Roads) | <input type="checkbox"/> |
| c. Combined TC1 (RIISS00058 - Traffic Controller - Urban Streets and Low Volume Rural Roads) and TMI1 (RIISS00060 - Traffic Management Implementer - Urban Streets and Low Volume Rural Roads) course | <input type="checkbox"/> |
| d. Combined TC2 (RIISS00059 - Traffic Controller - High Volume Roads) and TMI2 (RIISS00061 - Traffic Management Implementer for High Volume Roads) course | <input type="checkbox"/> |
| e. Traffic Management Implementer (TMI1)
(RIISS00060 - Traffic Management Implementer - Urban Streets and Low Volume Rural Roads) | <input type="checkbox"/> |
| f. Traffic Management Implementer (TMI2)
(RIISS00061 - Traffic Management Implementer for High Volume Roads) | <input type="checkbox"/> |
| g. Traffic Management Implementer (TMI3)
(RIISS00062 - Traffic Management Implementer for Motorways and Freeways) | <input type="checkbox"/> |
| h. Traffic Management Designer (TMD1)
(RIISS00063 - Traffic Management Designer for Urban Streets and Low Volume Rural Roads) | <input type="checkbox"/> |
| i. Traffic Management Designer (TMD2)
(RIISS00064 - Traffic Management Designer for High Volume Roads) | <input type="checkbox"/> |
| j. Traffic Management Designer (TMD3)
(RIISS00065 - Traffic Management Designer for Motorways and Freeways) | <input type="checkbox"/> |

3. Forward to Department of Transport and Planning

Return this executed form and Appendix 1 – Non-Disclosure Agreement to
ttmtraining@ustrroads.com.au

Name

Position

Signature

Date

Appendix 1

Non-Disclosure Agreement



Non-Disclosure Agreement

Department of Transport and Planning

Head, Transport for Victoria (ABN 97 481 088 949), a body corporate established under the Transport Integration Act 2010 of Level 21, 1 Spring Street Melbourne, Victoria 3000 (Head, TfV).

RTO

(Insert full legal name of RTO)

ABN

ACN

Table of Contents

1	Definitions and Interpretation	6	8	No Transfer of Rights	9
2	Receipt of Information	7	9	No Assignment or Novation	9
3	Notice to Austroads	7	10	Return or Destruction of Confidential Information	9
4	Confidentiality	8	11	Termination	10
5	Purpose and Other Activities	8	12	General	10
6	Breach and Remedies	8			
7	No Liability	9			

This Non-Disclosure Agreement is made on

Parties:

1. Department of Transport and Planning
Head, Transport for Victoria (ABN 97 481 088 949), a body corporate established under the Transport Integration Act 2010 of Level 21, 1 Spring Street Melbourne, Victoria 3000 (Head, TfV)

2. RTO

ABN

ACN

RTO address

Recitals:

- a. The RTO has requested access to the Confidential Information (including the Training Materials) for the Permitted Purpose.
- b. Austroads owns the Austroads Temporary Traffic Management National Training Material.
- c. The Jurisdiction and Austroads are parties to a licensing deed dated 3/7/2023.
- d. Austroads has granted the Jurisdiction a licence to sub-licence the Austroads Temporary Traffic Management National Training Material to the RTO.
- e. The Jurisdiction has agreed to provide the Confidential Information to the Recipient.
- f. The Recipient agrees that it will return or destroy (as applicable) the Confidential Information in accordance with the terms of this Agreement.
- g. This Agreement sets out the terms upon which the Parties agree to provide, hold, utilise and return the Confidential Information.

1 Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the contrary intention appears:

Address for Service means the contact details listed in the attached Application for access to the Austroads Temporary Traffic Management National Training Material and Jurisdictional Localised Content in respect of each Party.

Agreement refers to this agreement as amended in accordance with the terms of this agreement from time to time.

Associated Persons means all of the directors, officers, employees, agents and consultants a Party.

Austroads means Austroads Ltd ACN 136 812 390.

Austroads Temporary Traffic Management National Training Material means the training and assessment material, resources and documentation, as amended or replaced by Austroads from time to time for each of the Temporary Traffic Management National Training Programs.

ATP means an approved training provider.

ATP Application means an application by an RTO to the Jurisdiction to become an ATP.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, New South Wales and concludes at 5.00pm on that day.

Confidential Information means all information that has been made available to a Recipient or its Associated Persons for the Permitted Purpose by or on behalf of the Jurisdiction, Austroads or their Associated Persons in connection with the RTO's application to become an ATP, including, but not limited to:

- a. the Training Material; and
- b. the existence or terms of this Agreement and any instruments entered into in connection with or ancillary to this Agreement,
- c. but excludes Information that:
- d. becomes generally available to the public other than as a result of breach of this Agreement by the Recipient;
- e. was known to the Recipient or an Associated Person of the Recipient on a non-confidential basis before the date of this Agreement and such prior knowledge can be proven by written records in the Recipient's possession prior to such disclosure; or

- f. becomes available to the Recipient on a non-confidential basis from another source entitled to make that disclosure other than where the Recipient is aware or should reasonably be aware that the third party is bound by a duty of confidentiality to the Jurisdiction, Austroads or their Associated Persons in respect of that information.

Government Agency means any government or governmental, semi-governmental, regulatory, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and any person who is charged with the administration of a law (whether autonomous or not). It also includes a self-regulatory organisation established under law or a stock exchange.

Indemnified Persons has the meaning given to it in clause 6.3.

Localised Content means any material or content developed by the Jurisdiction for the purpose of adapting the Austroads Temporary Traffic Management National Training Material to local laws, rules, or other requirements in Victoria.

Notice has the meaning given to it in clause 12.13.

Party means a party to this Non-Disclosure Agreement.

Permitted Purpose means the purpose of the RTO preparing an application to become an ATP of the Temporary Traffic Management National Training Program.

Recipient means the RTO and its Associated Persons that receive Confidential Information under this Agreement.

RTO Access Application means an application made by an RTO to the Jurisdiction for access to the Austroads Temporary Traffic Management National Training Material and Jurisdictional Localised Content.

Training Materials means the Austroads Temporary Traffic Management National Training Material and the Localised Content provided to the RTO, in relation to the relevant programs as selected by the RTO in section 2 of the RTO Access Application.

Temporary Traffic Management National Training Program means any one of the Austroads Temporary Traffic Management National Training Material and the Localised Content listed on the RTO Access Application form.

1.2 Interpretation

In this Agreement headings are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- a. a reference to this Agreement or another document means this Agreement or that other document and any document which varies, supplements, replaces, assigns or novates this Agreement or that other document;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- e. a reference to anything (including any right) includes a part of that thing;
- f. including and includes are not words of limitation;
- g. the words at any time mean at any time and from time to time;
- h. a reference to a time is to that time in Sydney, New South Wales, Australia;
- i. a word that is derived from a defined word has a corresponding meaning;
- j. if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.
- k. any acknowledgement, covenant, undertaking, obligation or the like provided by a Party under this Agreement is provided by the Party on its own behalf and also on behalf of (and is deemed to bind) each of its Associated Persons, is provided for the benefit of the other Party;
- l. a reference to a Party is to a party to this Agreement;
- m. a reference to a clause is a reference to a clause of this Agreement.
- n. a reference to a law, regulation, proclamation, ordinance or by-law includes all laws, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a law includes all regulations, proclamations, ordinances and by-laws issued under that law; and
- o. a reference to a party to a document includes that party's successors and permitted assigns.

2 Receipt of Information

2.1 Acknowledgment

By requesting and being granted the Confidential Information, the Recipient acknowledges and agrees that the Confidential Information which it receives is received subject to terms of this Agreement.

2.2 Confidential Information

By requesting and being granted the Confidential Information, the Recipient acknowledges and agrees that the Confidential Information which it receives is confidential to the Jurisdiction and Austroads.

3 Notice to Austroads

3.1 Obligation to provide Agreement to Austroads

The Parties acknowledge and agree that within five (5) Business Days of the RTO completing the RTO Access Application and executing this Agreement the Jurisdiction must provide Austroads with an executed copy of the RTO Access Application, the Agreement and any related documents.

3.2 Obligation to Notify Austroads

The Parties acknowledge and agree that if the Parties are considering amendments to this Agreement, the Jurisdiction must provide a Notice in accordance with clause 12.13 to Austroads setting out the proposed amendments to this Agreement to seek prior written approval to such amendments from Austroads. Austroads may agree to approve or withhold its approval to any proposed amendments at its sole discretion.

3.3 Access to Confidential Information

The Parties acknowledge and agree that the RTO's access to the Confidential Information is granted only after the Parties have complied with clause 3.1.

4 Confidentiality

4.1 Obligations of Confidentiality

The Recipient must:

- a. keep the Confidential Information confidential and must ensure that it does not disclose or permit the disclosure of or allow access to the Confidential Information to any person other than to its Associated Persons for the Permitted Purpose;
- b. ensure that, as a condition to providing the Confidential Information to an Associated Person, each Associated Person receiving the Confidential Information is aware of the terms of this Agreement, acknowledges that the Confidential Information is provided on the terms of this Agreement and agrees in writing to be bound by the terms of this Agreement (as if named as a party to this Agreement);
- c. on written request from the Jurisdiction, deliver to the Jurisdiction the written acknowledgment referred to in clause 4.1(b);
- d. ensure that no Confidential Information is photocopied, reproduced or recorded in any manner except as may be reasonably necessary for the Permitted Purposes or as provided in this Agreement or with the prior written consent of the Jurisdiction; and
- e. take all steps and do all things that are reasonably necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information.

4.2 Associated Persons

This clause 4 extends to, and binds all, Associated Persons of a Recipient and each Recipient must procure that each of its Associated Persons comply with this clause 4.2 as if it had been a party to this Agreement.

If any Associated Person of a Recipient breaches clause 4, that breach is deemed to be a breach by the Recipient and the Jurisdiction is entitled to all remedies available to it under this Agreement or at law as if that breach of clause 4.2 was a breach by the Recipient.

5 Purpose and Other Activities

5.1 Purpose

The Recipient and its Associated Persons must not use the Confidential Information for any purpose other than the Permitted Purposes.

The Recipient and its Associated Persons must not make any inquiries of or hold any discussions with any employees, contractors, or Associated Persons of the Jurisdiction or Austroads in connection with the Confidential Information without the prior written consent of the Jurisdiction and Austroads.

Each Recipient must limit access to the Confidential Information to Associated Persons who reasonably require access to the Confidential Information in order for the Permitted Purpose to be achieved.

5.2 Contact by Receiving Party

The Recipient agrees that it will not, without the prior written approval of the Jurisdiction, in consultation with Austroads:

- a. discuss the Confidential Information or any opinion regarding the Confidential Information with any other third party regardless of whether the other third party is party to a document which is similar to this Agreement; or
- b. make contact with, or in any way discuss the Confidential Information or the Permitted Purpose with any public authority.

6 Breach and Remedies

6.1 Disclosure of Suspected Breach

The Recipient must immediately, and ensure that its Associated Persons immediately:

- a. notify the Jurisdiction if it becomes aware of a suspected, actual, threatened or potential breach of this Agreement; and
- b. take all reasonable steps, at its own expense, necessary to prevent or stop the suspected, actual, threatened or potential breach of this Agreement and notify the Jurisdiction of the actions that it is taking under this clause.

6.2 Remedies

The Recipient acknowledges that:

- a. a breach of this Agreement may cause the Jurisdiction and/or Austroads immediate and irreparable damage;
- b. as damages may be an inadequate remedy, the Jurisdiction and/or Austroads has the right to obtain an injunction against the Recipient and its Associated Persons for an actual or suspected breach of this Agreement;
- c. Austroads, as the owner of the Austroads Temporary Traffic Management National Training Material, has a right to enforce this Agreement, benefit from the rights granted to the Jurisdiction under this Agreement, bring claims and seek damages in its own right under this Agreement or in relation to this Agreement as if it was a party to this Agreement; and
- d. Austroads may at its sole discretion take control over, and conduct of, any claims and proceedings and brought by the Jurisdiction under this Agreement or in relation to this Agreement.

6.3 Indemnity

- a. The Recipient indemnifies the Jurisdiction, Austroads and their Associated Persons (Indemnified Persons) against, and must pay the Indemnified Persons on demand, the amount of all liabilities suffered or incurred by the Indemnified Persons in connection with:
 - i. a breach by the Recipient or any of its Associated Persons of this Agreement; or
 - ii. an act or omission of a person to whom any Confidential Information is disclosed by or because of an act or omission of the Recipient or any of its Associated Persons which, if done or omitted by the Recipient or any of its Associated Persons, would be a breach of obligations under this Agreement.
- b. The indemnity in this clause survives the termination or expiry of this Agreement.

7 No Liability

To the extent permitted by law, the Jurisdiction, Austroads, nor any of their Associated Persons is liable in any way for any liability arising from:

- a. any error, inaccuracy, incompleteness or other similar defect in the Confidential Information;
 - i. the use, disclosure or reliance by any person on any of the Confidential Information,
- b. whether or not the liability results from or arises out of or in connection with any negligence, misrepresentation or default of the Jurisdiction or Austroads or any of their Associated Persons.

The Recipient unconditionally and irrevocably releases the Jurisdiction, Austroads and their Associated Persons from all liability in connection with the matters stated in clause 7.

8 No Transfer of Rights

The Recipient acknowledges and agrees that:

- a. the Confidential Information disclosed to it or its Associated Persons under this Agreement constitutes valuable and proprietary information of the Jurisdiction and Austroads;
- b. rights, including intellectual property rights, in the Austroads Temporary Traffic Management National Training Material are the exclusive property of, and will remain the exclusive property of, Austroads; and
- c. rights, including intellectual property rights, in the Localised Content are the exclusive property of, and will remain the exclusive property of, the Jurisdiction.

9 No Assignment or Novation

No Party may assign or novate all or any part of its rights or obligations under this Agreement without the prior written consent of the other Party that the other Party may withhold at its sole discretion.

10 Return or Destruction of Confidential Information

10.1 Return or Destruction of Documents

- a. Without limiting clause 10.1(b), the Parties acknowledge and agree that the Jurisdiction and/or Austroads may request in writing that the Confidential Information be returned or destroyed by the Recipient under clause 10.1(b) where:
 - i. the RTO has determined that it will not proceed with the ATP Application;
 - ii. the RTO has had access to the Confidential Information for a reasonable period of time (in the discretion of the Jurisdiction and/or Austroads) and has not submitted an ATP Application; or
 - iii. the RTO's ATP Application is not successful.
- b. The Recipient must, and must ensure that each of its Associated Persons, within five (5) Business Days of a written request from the Jurisdiction or Austroads or immediately upon one Party notifying the other Party in writing that it does not wish to continue with the ATP Application:
 - i. cease using, or accessing, the Confidential Information; and
 - ii. at the Jurisdiction's option, but at the Recipient's cost, return to the Jurisdiction or destroy (and certify to the Jurisdiction's satisfaction the destruction of) the Confidential Information.
- c. The Recipient must use best endeavours to ensure that its Associated Person also complies with any request of the Jurisdiction and/or Austroads in accordance with clause 10.1(a).
 - i. Notwithstanding clauses 10.1(a) and 10.1(c), the Recipient or its Associated Person may retain any Confidential Information to fulfil legal, regulatory or reporting obligations or for the purposes of any professional standards or practices or insurance policies applicable to the Recipient or its Associated Person;
 - ii. that is included in the directors' papers or board committee papers of the Recipient or its Associated Person; and
 - iii. that is stored electronically pursuant to an existing routine data back-up as long as the relevant Confidential Information is deleted from local hard drives and no attempt is made to recover it other than as required by law,

provided that the Recipient or its Associated Person adopts and maintains reasonable security arrangements to minimise the risk of disclosure and loss of the confidential nature of the Confidential Information.

10.2 Release

Return or destruction of the documents and other materials referred to in clause 10.1 does not release that Recipient or its Associated Persons from their obligations under this Agreement.

10.3 Rights

The Jurisdiction and Austroads reserve all rights in the Confidential Information and no rights or obligations other than those expressly contained in this Agreement are granted or to be implied from this Agreement or from the provision of the Confidential Information to the Recipient. In particular, no licence is granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right now or in the future held, made, obtained or licensable by the Jurisdiction or Austroads.

11 Termination

11.1 Termination

Any Party may terminate this Agreement at any time with immediate effect by giving written notice to the other Party. The Parties acknowledge and agree that the Jurisdiction must notify Austroads of termination within five (5) Business Days of the notice being given to a Party under this clause 11.1.

11.2 Effect of Termination

- a. On termination of this Agreement:
 - i. the Recipient's right, and the right of its Associated Persons, to use Confidential Information ceases immediately; and
 - ii. clause 10 applies in respect of the Confidential Information.
- b. The obligations of confidentiality under this Agreement survive termination of this Agreement and clauses 1, 4, 6, and 12 survive termination of this Agreement.

12 General

12.1 Public Announcements

There must be no public announcement in relation to this Agreement except with the prior written agreement of each Party and Austroads or as otherwise permitted by this Agreement.

12.2 Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements between the parties, whether orally or in writing.

12.3 Variation

This Agreement must not be varied except by a later written document executed by all parties.

12.4 Waiver

A right created by this Agreement cannot be waived except in writing signed by the Party entitled to that right. Delay by a Party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a Party of a right operate as a subsequent waiver of the same right or of any other right of that Party.

12.5 Joint and Several Agreements

Unless the context clearly indicates otherwise, an agreement by or in favour of 2 or more people binds or is for the benefit of all of them jointly and each of them severally.

12.6 Consent

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a Party or is within the discretion of a Party, the consent or approval may be delayed, conditioned or withheld at that Party's absolute discretion unless otherwise provided for in this Agreement. Any consent or approval must be given in writing at the Address for Service.

12.7 Obligations

Each obligation in this Agreement is a continuing obligation, separate and independent from the other obligations of a Party and survives termination of this Agreement.

12.8 Governing Law and Jurisdiction

- a. This Agreement is governed by the law for the time being in force in the State of New South Wales.
- b. The Parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales.

12.9 Severability

If any covenant or provision contained in the Agreement is determined to be void or unenforceable in whole or in part, it will be severable from and will not be deemed to affect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part of it.

12.10 No Merger

On completion or termination of this Agreement, the rights and obligation of the parties set out in this Agreement will not merge and any provision that has not been fulfilled remains in force.

12.11 Counterparts

This Agreement may be executed in any number of counterparts and all counterparts taken together will be taken to constitute one agreement.

12.12 Costs

Each Party must bear its own costs arising out of the preparation of this Agreement.

12.13 Notices

- a. Any notice, demand, consent, approval, request or other communication (Notice) to be given under this Agreement must be in writing and must be given to the recipient at its Address for Service by being:
 - i. hand delivered;
 - ii. sent by email; or
 - iii. sent by prepaid ordinary mail within Australia.
- b. A Notice is given if:
 - i. hand delivered, on the date of delivery;
 - ii. sent by email and the sending Party's electronic equipment reports that the email has been sent:
 - (A) before 5pm on a Business Day, on that day;
 - (B) after 5pm on a Business Day, on the next Business Day after it is sent; or
 - (C) on a day that it is not a Business Day, on the next Business Day after it is sent,
 - (D) and the sender does not receive a delivery failure notice; or
 - iii. sent by prepaid mail within Australia, on the date that is 2 Business Days after the date of posting.

Executed by as an agreement:

Signed on behalf of the Head, Transport for Victoria
by its delegate in the presence of:

Delegate
signature

Delegate
name (print)

Delegate
title (print)

Date

Signed by
(name of RTO)

ABN

ACN

in accordance with section 127 of
the Corporations Act 2001 (Cth):

Signature of
Director

Name of
Director

Date

Signature of
Director/Secretary

Name of
Director/Secretary

Date
