



**Trade &
Investment**
Mine Safety

Revised WHS undertaking

Revised undertaking to the Director General,
Department of Trade and Investment, Regional Infrastructure and Services (DTI)
given for the purposes of Part 11 of the *Work Health and Safety Act 2011*

by

Donaldson Coal Pty Ltd (Company)

ACN 073 088 945

ABN 87 073 088 945



Section 1 - General information

GI(a) details of the person proposing the undertaking

Street address Level 26, 363 George Street Sydney, NSW 2000

Mailing address As above

Telephone [REDACTED]

Email address [REDACTED]

Legal structure At the time of the incident (7 December 2011), the Company was a wholly owned subsidiary of Gloucester Coal Ltd, having been acquired by Gloucester Coal in July 2011, approximately 5 months before the incident.

The current owners of the Company, Yancoal Australia Ltd (**Yancoal**), acquired the Company (through the merger with Gloucester Coal) in July 2012, approximately 7 months after the incident.

There were changes to the Board of Directors of the Company as a result of each of these transactions.

Type of business Coal mining enterprise

Commencement date The Company was registered in February 1996 and the Tasman Mine (**Mine**) commenced operation in 2006.

Production at the Mine ceased in July 2013 – the Mine has been shut down and rehabilitated.

Workers In circumstances where the Mine has been shut down, no workers work at the Mine.

As at 31 January 2015, the Company engaged 313 workers at its sole operating mine, Abel.

Products and services The Company currently produces coking and thermal coal from one underground mine, Abel. Production at the Company's other coal mines, Tasman and the Donaldson open cut mine, has now ceased.

Raw coal is transported to the established coal washing and loading facilities at Bloomfield Colliery where it is washed under contract to export specification. Washed coal is transported by rail and exported through the Port of Newcastle.

Comments

GI(b) the details of the alleged contravention

The DTI has alleged that the Company failed to ensure, so far as is reasonably practicable, that people (other than employees of the Company) are not exposed to risks to their health or safety arising from the conduct of the Company's undertaking while at the Company's place of work, contrary to section 8(2) of the *Occupational Health and Safety Act 2000* (NSW) (**OHS Act**).

GI(c) details of the events surrounding the alleged contravention, e.g. incident details

GI(d) an acknowledgement that NSW Trade & Investment alleged a contravention has occurred

Without admitting that it has breached the OHS Act or any other Act, it is acknowledged that the DTI has alleged that the Company has contravened section 8(2) of the OHS Act.

GI(e) the details of any injury that arose from the alleged contravention



GI(f) the details of any enforcement notices issued that relate to the alleged contravention

Notices received:

Yes (provide details)

No

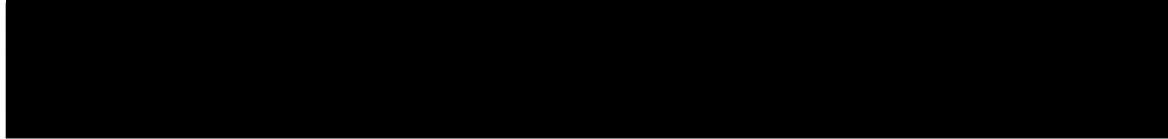
Date issued	Notice type	Notice number	Likely Contravention	Action taken to respond to notice
8/12/11	Prohibition, s.93 OHS Act	n/a	s.8(1)(c) OHS Act	<p>The Company took various steps, including:</p> <ul style="list-style-type: none"> conducting a risk assessment of delivery, loading and unloading procedures across sites developing (through consultation) and implementing a written safe work procedure (SWP 09-004) for Unloading and Loading of Delivery Vehicles establishing safe standing zones around loading/unloading activities improving its systems to better ensure that only workers who receive site-specific training in the written safe work procedure and safe standing zones undertake unloading/loading of delivery vehicles revising the access procedure for delivery drivers to ensure they are aware of their safety responsibilities when on site, including signing an acknowledgement of these responsibilities testing the telehandler involved in the incident (no defects found) ensuring that no loading/unloading of delivery trucks/vans took place until the above steps had taken place.
9/12/11 (nb, this notice superseded non-disturbance notice of 8/12/11)	Non-disturbance, s.89 OHS Act	n/a	n/a	<p>The Company took various steps, including:</p> <ul style="list-style-type: none"> removed the telehandler from service until arrangements were made to test it removed the three bundles of Mesh until accurate weighing was undertaken.
16/12/11 (rescinded on Monday 19/12/11)	Non-disturbance, s.89 OHS Act	n/a	n/a	<p>The Company had previously removed the telehandler from service and this notice was rescinded the following business day after it was issued.</p>

GI(g) a statement of assurance about future work health and safety behaviour

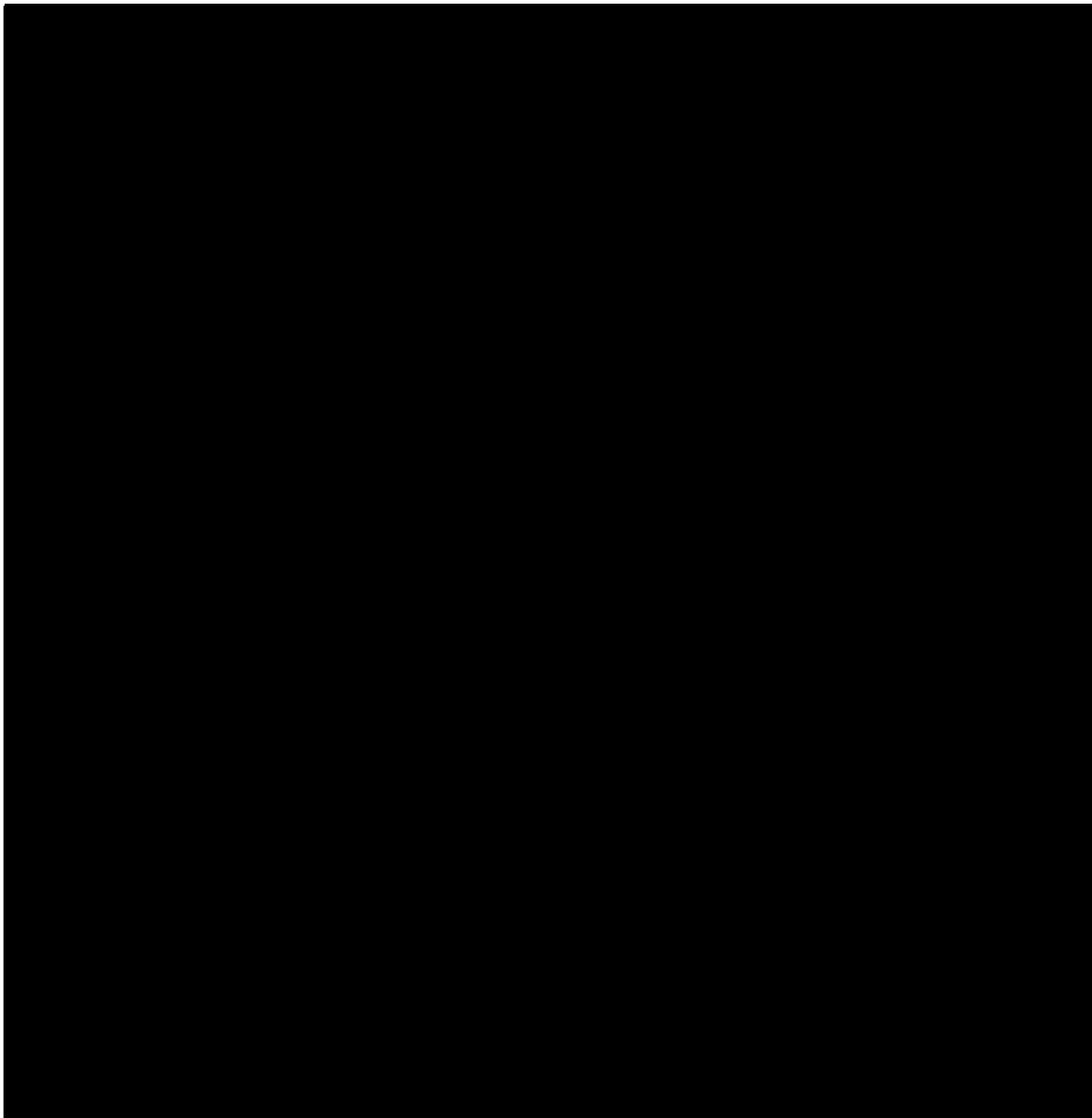
The Company takes work health and safety seriously and is committed to ensuring, so far as is reasonable practicable, the health and safety of its workers and other persons who attend its mine site.

When an alleged contravention is associated with an injury or illness

GI(h) the details of the type of workers compensation provided (if the injured person(s) is a worker of the person)

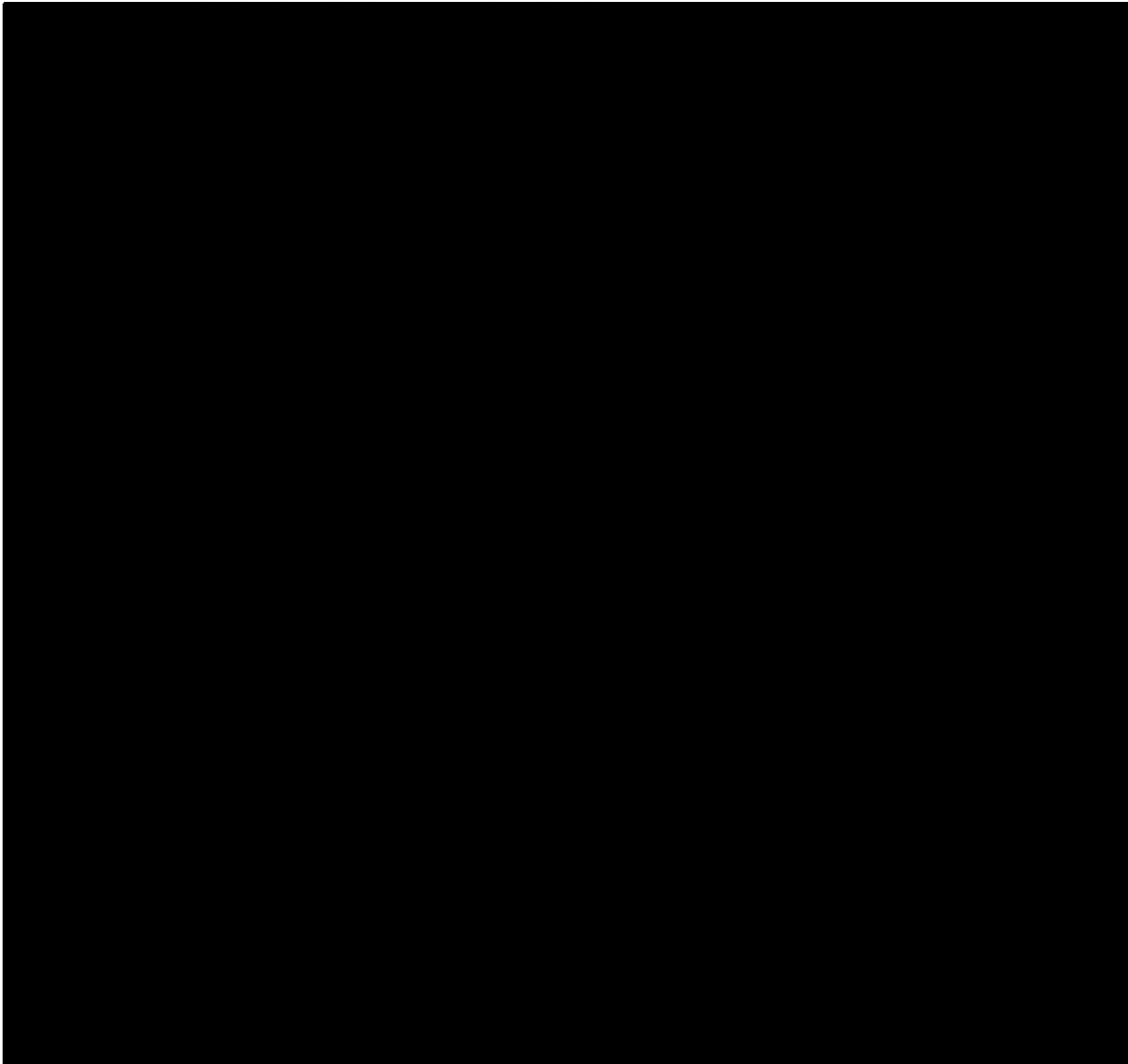


GI(i) details of the support provided, and proposed to be provided, to the injured person(s) to overcome the injury/illness





GI(j) if the matter involves a fatality or very serious injury¹, a claim to demonstrate that exceptional circumstances exist that the WHS undertaking is a more appropriate response than pursuing prosecution



Gl(k) the details of any existing safety management systems at the workplace including the level of auditing currently undertaken

As set out above, the Mine has been shut down and no workers work at the Mine.

Accordingly, the workplace at which the incident occurred is no longer a workplace and the Company's safety management system for the Mine no longer has any application.

While the Mine's safety management system no longer has any application, we note that the safety management system included:

- the Tasman Health and Safety Management System (HSMS), which includes an overview umbrella document under which various management plans and work procedures set - relevant responsibilities were set out in these documents; and
- its WHS policy, which outlined a health and safety vision, obligations, strategy and accountabilities.

In terms of auditing:

- an internal auditing/review programme was detailed in each management plan included in the site HSMS;
- while the Mine was in operation, external audits had been conducted by external WHS consultants, SP Solutions, on the Mine's HSMS. These audits were conducted on the site HSMS elements from December 2010 to November 2011;
- the Company also has an annual external audit into its insurances (by Hawcroft). As part of this, the auditors considered Tasman's HSMS;
- external audits had also been conducted by Inspectors of Mines under the CMHS Act and Regulation, during which particular management plans were audited; and
- internal systems audits have been conducted across Yancoal sites – this was conducted at Tasman Mine in February 2013.

Gl(l) the details of any consultation undertaken within the workplace regarding the proposal of a WHS undertaking

There has been consultation within the workplace about this undertaking, including with the Company's Safety Manager Underground Operations, the Company's Health, Safety and Training Superintendent and senior management.

Gl(m) a statement of regret that the incident occurred (ie, not an admission of guilt)

The Company regrets that the incident occurred. The Company and its management are committed to ensuring, so far as is reasonably practicable, the health and safety of all workers and other persons in its workplace.

Remedial measures have been implemented, including conducting a risk assessment of delivery, loading and unloading procedures across sites, developing and implementing a written safe work procedure, establishing safe standing zones, improving the Company's systems to ensure only workers who receive site-specific training in the written safe work procedure and safe standing zones undertake unloading/loading of delivery vehicles and revising the access procedure for delivery drivers to ensure they are aware of their safety responsibilities when on site.

Gl(n) any rectifications made as a result of the contravention

The Company took various remedial action in response to the incident, including:

- carrying out an investigation into the incident, including inspecting the telehandler's attachments/tynes;
- conducting a risk assessment of delivery, loading and unloading procedures across sites;
- developing (through consultation) and implementing a written safe work procedure (SWP 09-004) for Unloading and Loading of Delivery Vehicles;
- establishing safe standing zones around loading/unloading activities for telehandler and forklift operations;
- improving its systems to better ensure that only workers who receive site-specific training in the written safe work

procedure and safe standing zones undertake unloading/loading of delivery vehicles;

- revising the access procedure for delivery drivers to ensure they are aware of their safety responsibilities when on site, including signing an acknowledgement of these responsibilities;
- auditing training records across the Company's sites; and
- improving signage for delivery drivers arriving onto site and providing new barriers to designate unloading areas.

Total amount spent on rectifications: approximately \$68,000 (including consultancy fees, investigation fees, equipment purchase costs) – these costs are separate from, and do not include, management/workforce time, which is estimated to amount to in excess of 200 hours.

GI(o) an acknowledgement that the WHS undertaking may be published and publicised

The Company acknowledges that the undertaking may be published on the departmental internet site, referenced in departmental material, and in newspapers.

GI(p) a statement of ability to comply with the terms of the undertaking

The Company has the financial ability to comply with the terms of this WHS undertaking.

GI(q) statement regarding relationships with beneficiaries

n/a

GI(r) intellectual property licence

The Company grants the Department of Trade and Investment, Regional Infrastructure and Services (NSW Trade & Investment) a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence to use, reproduce, publish, distribute, electronically transmit, electronically distribute, adapt and modify any materials developed as a result of this WHS undertaking.

GI(s) the person may be required to provide a statutory declaration

NSW Trade & Investment has requested a statutory declaration outlining details of any prior work health and safety convictions or findings of guilt under work health and safety legislation or work health and safety related legislation?

- Yes No

The statutory declaration is attached (if applicable)

- Yes No

GI(t) acknowledgment of WHS undertaking overview and guidelines

I have read and understood:

Enforceable undertakings—overview version 'Draft' dated June 2013.

Section 2 – Enforceable Terms

ET(a) A commitment that the behaviour that led to the alleged contravention has ceased and will not reoccur

The Company commits that to the extent any fallings on its part led to the alleged contravention, those have been rectified and will not reoccur.

ET(b) A commitment to the ongoing effective management of WHS risks

The Company is committed to ensuring, so far as is reasonably practicable, the ongoing effective management of WHS risks arising from its undertaking.

ET(c) A commitment to disseminate information about the undertaking to workers, and other relevant parties (which may include work health and safety representatives), and in the annual report (if applicable)

Dissemination will be achieved by implementing the following:

- while the undertaking is being implemented, the Company will provide periodic updates on the progress of the Project as appropriate to:
 - the Company's Senior Management Team;
 - the Company's Work Health & Safety Committee; and
 - crew members through toolbox talks; and
- after the conclusion of the Project, a member of the Company's Senior Management Team will communicate the outcome of the undertaking to the Company's employees.

Dissemination will occur by: periodically as appropriate and then within 1 month of the finalisation of the Project.

ET(d) A commitment to participate constructively in all compliance monitoring activities of the undertaking

It is acknowledged that responsibility for demonstrating compliance with this undertaking rests with the person who has given this undertaking. Evidence to demonstrate compliance with the terms will be provided to NSW Trade & Investment by the due date for the term.

It is acknowledged that NSW Trade & Investment may undertake other compliance monitoring activities to verify the evidence that is provided and compliance with the relevant term. The evidence provided to demonstrate compliance with the undertaking will be retained by the person who has given this undertaking until advised by NSW Trade & Investment that the undertaking has been completely discharged.

It is acknowledged that NSW Trade & Investment may initiate additional compliance monitoring activities, such as inspections, as considered necessary at NSW Trade & Investment's expense.

ET(e) (f) & (g) Strategies that will deliver worker, industry & community benefits

The Company agrees to undertake or procure to be undertaken the Project activities set out in the **Attachment**, which the parties agree will deliver benefits to workers, the mining industry, the transport industry and the community, including as outlined below.

Mesh is used in high volumes at mine sites (particularly at underground coal mines) and is regularly delivered. The aim of the Project is to increase industry awareness and focus on Mesh unloading hazards and also to improve Mesh packaging, loading, transportation and unloading practices throughout the industry. It is envisaged that the Project will take up to 13 months to complete.

The Project will allow for the development of a risk-based tool, populated with identified hazards and potential controls associated with the packaging, loading, transportation and unloading of Mesh based on input from relevant Industry participants including a Mesh supplier, transport company and NSW mines which receive and use Mesh in large quantities, and, to the extent possible, research from industry.

Focus on the Project will include the whole chain of responsibility in respect of the dispatch, carriage and unloading of Mesh including input from NSW mine operations, Mesh suppliers and transport companies.

The Project will facilitate a process between suppliers, industry and transportation representatives to develop standard safe systems of work for the processes surrounding the packaging, loading, transportation and unloading of Mesh.

The parties believe that the undertaking:

- will enhance industry awareness and knowledge of hazards and risk events associated with the packaging, loading, transportation and unloading of Mesh;
- through the use of a generic risk-based tool, will assist Mesh suppliers, transport companies and NSW mines to improve their safety systems and procedures in relation to the packaging, loading, transportation and unloading of

Mesh and will reduce the likelihood and severity of Mesh loading and unloading injuries; and

- will benefit workers by promoting safer Mesh packaging, loading, transportation and unloading practices across the mining and transport industries and by reducing the likelihood and severity of Mesh loading, transportation and unloading injuries.

ET(h) A commitment regarding linking the promotion of benefits to the WHS undertaking

The Company commits that any promotion of benefits arising from the undertaking will clearly link the benefit to the undertaking and that the undertaking was entered into as a result of an alleged contravention.

Where appropriate

ET(i) A commitment to establish and maintain (or maintain if a system already exists) a safety management system (SMS)

n/a

ET(j) A commitment to ensure the SMS is audited by third party auditors

n/a

ET(k) A commitment to provide a copy of each finalised SMS audit report to NSW Trade & Investment

n/a

It is acknowledged that audit reports received from the auditor will be sent to the regulator, within **30** days of the audit along with a letter certifying that the report has not been altered from the copy provided to the person by the auditor.

It is acknowledged that within **30** days of receipt of the auditor's written report NSW Trade & Investment, will be advised of the intended action in addressing each of the report's recommendations.

ET(l) A commitment to implement the recommendations from these audits (unless otherwise negotiated with NSW Trade & Investment)

n/a

Section 3 - Offer of undertaking

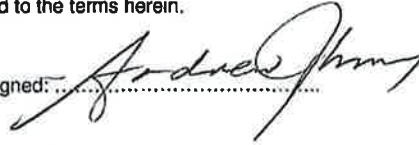
I offer this undertaking and commit to the terms herein.

OR

As a duly authorised person of Donaldson Coal Pty Ltd, I offer this undertaking and commit Donaldson Coal Pty Ltd to the terms herein.

Signed:
[Person]

Signed:



Name:
[Print name]

Name: Andrew Thrum

Position:

Position: Group Counsel

Dated at this

Dated at Sydney this 26th day of March, 2015

.....day of, 20.....

Section 4 - NSW Trade & Investment's acceptance of undertaking

I accept this undertaking as an enforceable undertaking under section 216 of the *Work Health and Safety Act 2011*.

Signed:



Position: delegate of the Director-General,

SECRETARY

Department of Trade and Investment, Regional Infrastructure and Services (NSW Trade & Investment)

Dated at Sydney this

13 day of May, 2015

ATTACHMENT

1. The Project

1.1 Project activities

The Company agrees to undertake or procure to be undertaken the following Project activities:

- (a) Conduct a review of current industry practices, risk assessments and safe work procedures associated with the packaging, dispatch, transport and unloading of Mesh. Input will be obtained from at least one Mesh supplier and one transport company engaged by the Company for the Project. Input will also be obtained, to the extent of their co-operation, from the owners and/or operators of the various NSW underground coal mines and major underground metalliferous mines in NSW which receive and use Mesh in large quantities (**NSW Mines**).
- (b) Consult with the Mesh supplier, transport company and NSW Mines to identify hazards and safety improvements to the way in which Mesh is packaged, dispatched, transported and unloaded.
- (c) Develop a populated risk-based tool for the packaging, dispatch, transport and unloading of Mesh, available to Mesh suppliers, Mesh transporters and NSW Mines, based on the above input, research of identified hazards and their documented control measures as well as the compilation of the above data.
- (d) Develop a process whereby standard safe systems of work for the packaging, dispatch, transport and unloading of Mesh can be produced by individual Mesh suppliers, transport companies and NSW Mine sites which use the above populated tool.
- (e) Consult on a confidential basis with the Mesh supplier and transport company and to the extent of their co-operation, other NSW Mines to develop a generic safe system of work for packaging, loading transportation and unloading of Mesh.
- (f) Communication of outcomes of the Project to NSW Mines as well as to Mesh suppliers and delivery companies.

1.2 Project Personnel and Project Manager

- (a) The Company agrees to appoint Project Personnel to carry out the Project activities as detailed above who are suitably qualified, skilled & experienced.
- (b) The Project Personnel will:
 - (i) survey and consult with the Mesh supplier referred to above in relation to current risk management processes and tools used at their sites for the management of packaging and dispatch of Mesh used in NSW Mines;
 - (ii) survey and consult with the transport company referred to above in relation to current risk management processes and tools used at their sites for the management of loading, haulage and unloading of Mesh used in NSW Mines;
 - (iii) survey NSW Mines in relation to current risk management processes and tools used at their sites for the management of unloading Mesh;
 - (iv) develop a risk-based tool that is suitably referenced with NSW legislative requirements and other relevant material – eg, Australian Standards, codes of practice, National Safety Alerts, Mining Design Guidelines;
 - (v) factor the surveyed data into the risk tool;

- (vi) develop an automated process that establishes a standard / safe system of work;
 - (vii) coordinate the consultative process between industry, suppliers and delivery companies;
 - (viii) arrange for the reviewed risk-based tool to be piloted at one of the Company's or the Company's related entities' underground coal operations to ensure its adequacy;
 - (ix) provide the risk-based tool to industry for use by individual NSW Mine sites for their development / enhancement of their Mesh unloading processes; and
 - (x) table a draft safe work procedure for wider review and implementation with DTI involvement.
- (c) The Company agrees to appoint a Project Manager who will be responsible for managing and co-ordinating the activities of the Project Personnel and who will be responsible for ensuring the Project activities are carried out.

1.3 Project Deliverables

The Company must provide or procure the following deliverables from the Project (**Deliverables**):

- (a) A communication strategy for the Project implementation and outcomes.
- (b) An action plan for the Project.
- (c) The development of a survey calling for information from the Mesh supplier, transport company and NSW Mines regarding their current documented processes managing the packaging, dispatch, transport and unloading of Mesh.
- (d) The development of a risk-based tool covering specified requirements and industry provided data.
- (e) A set of consultative committee objectives for the development of the draft standard safe system of work for the packaging, dispatch, loading, transportation and unloading of Mesh at NSW Mine sites.
- (f) The development of a draft safe work procedures for the packaging, loading, transportation and unloading of Mesh to be used across industry, as a minimum standard, including Mesh suppliers and delivery drivers to NSW Mine sites.

1.4 Timing of the Project

The Project is proposed to be conducted in 7 stages over 13 months from the date of the undertaking.

- (a) **Stage 1 – Project commissioning & developing industry survey:**

This will include:

- (i) selecting and appointing the Project Personnel;
- (ii) developing a Project brief / action plan and communicating it at a high level to industry;
- (iii) considering the Company's procedures developed after the incident for the unloading of Mesh; and
- (iv) developing an industry survey tool in light of the above to seek relevant information from NSW Mines, and at least one Mesh supplier and transport company about

current management practices and procedures relevant to unloading Mesh at NSW Mine sites (**industry survey**).

This stage will take approximately 2 months.

(b) **Stage 2 – Implementing industry practice survey:**

This will include:

- (i) conducting the industry survey;
- (ii) liaising with industry about the survey including through site visits; and
- (iii) compiling the information/data provided from industry.

This stage will take approximately 4 months.

(c) **Stage 3 – Development of a risk-based tool:**

This stage will include:

- (i) considering the information/data provided through the industry survey; and
- (ii) developing, in light of that information/data, a risk-based tool (incorporating potential hazards and controls) which can be used to generate a site-specific standard / safe system of work document.

This stage will take approximately 2 months.

(d) **Stage 4 – Formation of a consultative group:**

A consultative group of relevant stakeholders will be formed to ensure there is adequate review of the key outcomes of the industry survey and appropriateness of the risk-based tool. This stage will take approximately 2 weeks.

(e) **Stage 5 – Development of draft safe systems of work for the packaging, loading, transportation and unloading of Mesh at NSW Mine sites:**

This will include input and review of drafts from industry representatives, the Mesh supplier and transport company. The draft will be delivered to the DTI for further application and implementation. This stage will take approximately 4 months.

(f) **Stage 6 – Provision of a risk-based tool and safe system of work template:**

The tool and template can be used by industry to incorporate site-specific requirements for the unloading of Mesh. The tool is proposed to be made available to industry through the DTI. This stage will take approximately 2 weeks.

2. Management of Project

2.1 Reporting Requirements

- (a) The Company will nominate a Project Manager for the Project with which the DTI can communicate as necessary.
- (b) The Project Manager will report on a regular basis to nominated personnel from the DTI on progress.

2.2 Role of the Company

The Company agrees to:

- (a) provide approximately \$376,500 (inclusive of GST) in funds for the Project, broken up as follows (figures are estimated/approximate):
- (i) \$203,500 – external WHS consultants' fees for project management, coordination and performance of the projects activities;
 - (ii) \$100,000 – cost of WHS superintendent seconded for the 13 month project on a part-time (half-time) basis to assist the external consultants in managing the project and delivering actions required of the Company by the project;
 - (iii) \$50,000 – costs of engaging a Mesh supplier and a transport company for their input into the project;
 - (iv) \$5,000 – legal fees;
 - (v) \$5,000 – IT fees;
 - (vi) \$3,000 – the Company's travel costs; and
 - (vii) \$10,000 – external WHS consultants' travel costs.

The estimated costs of the undertaking are significantly in excess of any likely penalty ordered by a court in the event of a conviction, in the following circumstances:

- (viii) the Company has a sound safety record, having no prior WHS convictions;
 - (ix) the maximum penalty for the alleged offence under the *Occupational Health and Safety Act 2000* (NSW) (OHS Act) is \$550,000;
 - (x) any conviction of the Company would, in the Company's submission, and despite the Truck Driver's injuries, be considered to be at the lower end of the scale, including in circumstances where:
 - (A) the worker who operated the telehandler on the day of the incident has acknowledged that he:
 - (I) knew that the Company required the mesh unloading task to be performed only by a worker who held a site-appointment for that task / to operate the telehandler;
 - (II) was not site-appointed for the task / to operate the telehandler; and
 - (III) was asked if he could do the task, not directed to do the task; and
 - (B) it is the Company's position that the actions or omissions of third parties (ie, the Truck Driver and his employer) contributed to the incident;
 - (xi) there is no need for specific deterrence in the circumstances, including the substantial remedial measures implemented by the Company following the incident, as outlined above; and
 - (xii) the Company has, throughout the investigation, co-operated fully with the DTI's investigation;
- (b) identify or nominate a Project Manager, who will manage and co-ordinate the Project and be the point of contact for liaising with the DTI; and

- (c) engage qualified, skilled and experienced persons to conduct the work and manage the Project and carry out the Project Deliverables.

3. General

3.1 Variations

- (a) Variations to any aspects of the Project or this undertaking may be sought, in writing, to the Deputy Director General by the Company.
- (b) The Deputy Director General will respond to the application for variation within 21 days of receipt with a determination.
- (c) If unsatisfied with the determination the Company may seek a review of the determination by the Deputy Director General within 21 days of receipt.

3.2 Notices

- (a) A notice under this undertaking must be in writing and sent to the address of the relevant party as set out below.
- (b) The particulars for delivery of notices under this undertaking are:
 - (i) If to the Company:
Address: Level 25, 363 George Street, Sydney NSW 2000
Email: [REDACTED]
Attention: Group Counsel.
 - (ii) If to the DTI:
Address: 516 High Street, Maitland NSW 2320
Fax: 02 4914 0089
Email: mark.freeman@industry.nsw.gov.au
Attention: Mark Freeman, Investigation Unit.
- (c) A notice under this undertaking will be deemed to be served:
 - (i) in the case of delivery in person – when delivered to the recipient's address for service and a signature received as evidence of delivery;
 - (ii) in the case of delivery by post – within four Business Days of posting;
 - (iii) in the case of delivery by email – at the time of transmission of the email printed as a 'sent item', provided no 'bounce back' email is subsequently received; and
 - (iv) in the case of delivery by facsimile – at the time of dispatch if the sender received a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient.
- (d) Notwithstanding the provisions of this **clause 3.2**, if delivery or receipt of a communication is on a day which is not a Business Day in the place to which the notice is sent or is later than 5pm (local time in that place), it will be deemed to have been duly given at 9am (local time in that place) on the next Business Day in that place.

3.3 Entire Agreement

This undertaking records the entire agreement between the parties and supersedes all any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, with respect to the subject matter of this undertaking.

3.4 Counterparts

This undertaking may be executed in any number of counterparts which together will constitute one instrument. A party may execute this undertaking by signing any counterpart.

3.5 Governing law and jurisdiction

This undertaking is governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and of the courts having jurisdiction in appeal from them.

3.6 Definitions

Unless the context requires otherwise, in this undertaking the following definitions apply (in addition to the definitions defined throughout the undertaking):

Business Day means a day on which banks are open for general banking business, other than a Saturday, Sunday or a public holiday in New South Wales or Queensland.

Deliverables means the Project deliverables as set out in **clause 1.3**.

Deputy Director General means the Deputy Director General Resources and Energy of the DTI or his or her delegate as notified to the Company.

DTI and **NSW Trade & Investment** each mean the Department of Trade and Investment, Regional Infrastructure and Services (these terms are used interchangeably in the undertaking).

OHS Act means the *Occupational Health and Safety Act 2000* (NSW).

Mesh means steel mesh used for the purpose of rib and roof support for underground coal and metalliferous mines.

Project means the industry review of Mesh packaging, dispatch, transport and unloading procedures at NSW Mines to identify key areas of concern and develop a standard safe system of work, as more particularly described in this undertaking.

Project Manager means the person appointed under **clause 1.2**.

Project Personnel means the persons appointed by the Company to undertake the Project.