



# LICENCE

BETWEEN

**AUSTRALIAN CAPITAL TERRITORY**

AND

**GOOGLE AUSTRALIA PTY LTD**



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**PARTIES:**           **AUSTRALIAN CAPITAL TERRITORY** established under the Australian Capital Territory (Self-Government) Act 1998 (Cth) as represented by the Justice and Community Safety Directorate ("Licensor").

**GOOGLE AUSTRALIA PTY LTD (ACN 102 417 032)**  
                          ("Licensee").

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**IT IS AGREED** by the parties as follows.

## **1. Interpretation**

### **1.1 Definitions**

The following definitions apply in this licence, unless the context otherwise requires.

<b>Contact Officer</b>	means, in relation to each party, the representatives whose names and contact details are specified in <b>Item 10</b> , or as notified in writing from time to time by one party to the other.
<b>GST Act</b>	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (C'with).
<b>GST</b>	has the same meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (C'with).
<b>Item</b>	means an item in the Schedule to this licence.
<b>Land</b>	means the land specified in <b>Item 3</b> .
<b>Leases Act</b>	means the <i>Leases (Commercial and Retail) Act 2001</i> (ACT).
<b>Licence</b>	means this agreement and all Schedules and attachments.
<b>Licence Fee</b>	means the fee specified in <b>Item 6</b> .
<b>Licensee's Improvements</b>	means all fixtures and fittings on the Land installed by the Licensee.
<b>Outgoings</b>	means any levy, rate, land tax (on a single holding basis only) or other statutory charge imposed on or in respect of the Land.



<b>Purpose</b>	means that purpose to which the Land is to be put as specified in <b>Item 4</b> .
<b>Service Charges</b>	means all charges for services provided in respect of the Land or Building and includes but is not limited to charges for electricity, and water.
<b>Site</b>	means the land comprised in Volume 1499 Folio 6 being Tuggeranong Block 1553 on Deposited Plan 8954.
<b>Special Conditions</b>	means the special conditions at <b>Item 10</b> .
<b>Term</b>	means the period specified at <b>Item 5</b> .
<b>Territory</b>	means: <ul style="list-style-type: none"> <li>(1) when used in a geographical sense, the Australian Capital Territory; and</li> <li>(2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (C'wlth).</li> </ul>

## 1.2 General

In this licence, unless a contrary intention is expressed:

- (1) references to "Licensee" includes any employees, agents or subcontractors of the Licensee;
- (2) references to legislation or to any provision of it include any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (4) "include" and "including" are not to be construed as words of limitation;
- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this licence on more than one person binds them jointly and severally.

## **2. Licence**

Except for the private road on the Site, the Licensor grants to the Licensee the exclusive right for the Licensee to occupy the Land for the Term, at the Licence Fee, and for the Purpose.

For the private road on the Site only, the Licensor grants to the Licensee the non-exclusive right to access the Land via the private road on the Site.

## **3. Term of Licence**

This licence will commence and expire on those dates specified in **Item 5**.

## **4. Purpose**

The Licensee will use the Land only for the Purpose.

## **5. Licence Fee and GST**

5.1 The Licensee must pay the Licence Fee in the manner described in **Item 6** or as the Licensor otherwise directs in writing.

5.2 Notwithstanding any other provision of this licence, the Licensee must pay to the Licensor from time to time in addition to any other payment under this licence, amounts equivalent to the GST payable by the Licensor in respect of anything which is a supply for the purposes of the GST Act under or in connection with this licence.

## **6. Licence Only**

Nothing contained in this licence will create, or is to be construed as creating, any estate or interest in the Land in favour of the Licensee and the rights granted by this licence are personal to the Licensee.

## **7. Sub-licence or Assignment**

7.1 Subject to **clause 7.3**, the Licensee must not sublicense, assign, transfer or mortgage its rights granted by this licence.

7.2 If the Licensee seeks the consent of the Licensor to sub-licence part or all of the Land the Licensee may make a written application to the Licensor and the Licensor may grant its consent, withhold its consent or grant its consent subject to conditions in its absolute discretion.

7.3 The Licensee may grant a sub-licence for part or all of the Land only in accordance with the prior written consent of the Licensor.



## **8. Obligation to Maintain and Repair**

### **8.1 Licensee must Maintain and Repair**

Subject to **clause 8.3**, the Licensee must at all times during the term of this licence and at no cost to the Licensor:

- (1) maintain and repair and keep in repair the Land to the satisfaction of the Licensor (fair wear and tear excepted); and
- (2) keep the Land clean and tidy and free from debris, dry herbage, rubbish and other unsightly or offensive matter.

### **8.2 End of Licence**

Subject to **clause 8.3**, when this licence expires or is terminated, the Licensee must leave the Land and give it up in good repair and clean condition (fair wear and tear excepted) to the satisfaction of the Licensor (acting reasonably) having regard to its condition at the date of commencement of this licence.

### **8.3 Private Road**

Despite anything in **clause 8.1** and **clause 8.2**, the Licensee is under no obligation to maintain or repair the private road forming part of the Land. The Licensor will maintain and repair the private road.

## **9. Failure to Maintain and Repair**

### **9.1 Licensor may give Notice to Repair**

If the Licensee breaches its obligations under **clause 8.1** or **clause 8.2** the Licensor may by written notice to the Licensee require the Licensee to effect the necessary work in accordance with the notice.

### **9.2 Failure to Comply**

If the Licensee fails to comply with either **clause 8.1**, **clause 8.2** or the notice under **clause 9.1**, the Licensor may, at the cost of the Licensee, have the necessary works done and recover the cost of those works from the Licensee as if such cost were arrears in the Licence Fee.

## **10. Nuisance or Danger**

Excluding activities inherent to the Purpose, the Licensee must not do or permit to be done any act or omission with respect to the Land that may be or become a nuisance or danger.

## **11. Insurance**

### **11.1 Public Liability**

The Licensee, during the Term and any holding over under this Licence, must keep current a liability policy for an amount for any single occurrence of not less than the amount referred to in **Item 8**. The policy must indemnify the Licensor against all actions and demands of any kind arising from the use as set out in the Activity Schedule in Attachment "B" to this licence agreement and occupation by the Licensee and the Licensee's employees, agents, contractors and invitees of the Land.

### **11.2 Other Insurance**

The Licensee will be responsible for insuring the Licensee's Improvements and all other property of the Licensee in the Land.

### **11.3 Fire regulations**

In relation to any Licensee's Improvements, the Licensee must comply with the terms of any insurance policy and any sprinkler and fire regulations.

### **11.4 Production of policy**

The Licensee, in respect of any policy of insurance to be taken out by the Licensee, must, promptly following a request, produce to the Licensor a certificate of currency for the policy.

## **12. Services to Land**

The Licensor may, at its own expense, and following consultation with the Licensee, relocate any pipes, wires, and other site services to the Land.

## **13. Obstructions and Hazards**

The Licensee must ensure, as far as is practicable, that all footpaths and roadways on the Land are kept free from obstruction at all times.

## **14. Signs**

The Licensee must not display or permit to be displayed on the Land any sign, hoarding, or advertisement without the prior written approval of the Licensor (which must not be unreasonably withheld or delayed).

## **15. Compliance with Legislation**

The Licensee must comply with all laws applicable to its use of the Land for the Purpose.

## **16. Termination**

### **16.1 Breach of Licence**

If the Licensee breaches any provision of this licence, and that breach:

- (1) is not capable of remedy; or
- (2) is capable of remedy and the Licensee fails to remedy that breach after the expiry of greater of (i) the time frame specified by the Licensor in a written notice or (ii) 30 business days,

the Licensor may terminate this licence in whole or in part.

### **16.2 Termination for Reason Other Than Breach**

This licence may be terminated by any party giving the other party two (2) months' notice in writing, or such earlier termination as agreed by the parties in writing. No party will have any action against any other in respect of termination of this licence pursuant to this clause. The right to terminate early will not prejudice a claim by a party in respect of any breach of this licence arising prior to termination.

### **16.3 No Repayment on Termination**

The Licensee will not be entitled to repayment of the Licence Fee, or any part of it, or any other fee paid under this licence in the event of termination of this licence.

## **17. Compensation**

At the expiration or termination of this Licence, the Licensee will not be entitled to receive any form of compensation from the Licensor in respect of any Licensee's Improvements or other property of the Licensee on the Land.

## **18. Indemnity**

The Licensee indemnifies the Licensor, its employees and agents against liability in respect of all claims, costs and expenses in relation to: all loss, damage, injury or death to persons or property caused by the Licensee, which were:

- (1) in connection with the use of the Land for the Purpose; and
- (2) as a result of any breach or non-observance by the Licensee of any of the covenants and terms in this Licence.

## **19. Special Conditions**

In the event of any inconsistency between any Special Condition and any other provision of this licence then, to the extent of any inconsistency, the Special Condition will prevail.

## **20. Leases Act**

If:

- (1) the Leases Act applies to this licence; and
- (2) there is an inconsistency between the provisions of the Leases Act and the provisions of this licence,

then, to the extent of any inconsistency, the provisions of the Leases Act will prevail.

## **21. Notices**

Any notice, including any other communication, required to be given or sent to either party under this licence must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

## **22. Survival of clauses**

**Clause 18** (Indemnity) will survive the expiration or earlier termination of this Licence.

## **23. Limitation of liability**

Except for:

- (1) breaches of **clause 25** (Confidentiality and Publicity);
- (2) death or personal injury resulting from the negligence of either party or their servants, agents or employees;
- (3) fraud or fraudulent misrepresentation;



- (4) matters for which liability cannot be excluded or limited under applicable law; or
- (5) obligations under **clause 18** (Indemnity),

neither party will be liable to the other for any indirect, special, incidental, consequential, exemplary or punitive damages, losses or expenses and neither party's liability arising out of this licence will exceed \$1,000,000 AUD.

## **24. Compliance with Laws**

- (1) Under this Licence, the Licensor will comply with all applicable laws, regulations, and administrative procedures.
- (2) The Licensor represents and warrants that entering into this Licence does not breach any applicable laws, regulations, or administrative procedures.

## **25. Confidentiality and publicity**

### **25.1 Definition**

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Licence or discovered by a party in connection with this Licence, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, discloser has marked or notified, in writing, to the recipient as not being confidential, or becomes public through no fault of the recipient.

### **25.2 Confidentiality obligations**

The recipient will not disclose the discloser's Confidential Information to any person without the prior written consent of the discloser (which consent will not be unreasonably withheld) except to the extent that Confidential Information:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of criminal law;
- (3) is disclosed to employees, affiliates, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential;
- (4) is generally available to the public;
- (5) is disclosed by the Licensor to the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (6) is disclosed to the ombudsman or for a purpose in relation to the protection



of public revenue.

The recipient will use the Confidential Information only to exercise rights and fulfil obligations under this Licence. To the extent permitted by law, the recipient will promptly provide the discloser with sufficient notice of all available details of the legal requirement and reasonably cooperate with the discloser's efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the discloser may deem appropriate. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

### 25.3 No Rights

Neither party acquires any right, title, or interest in the other party's Confidential Information.

### 25.4 No Publicity

Each party will take all reasonable steps to ensure that any public statement regarding this licence, including its existence, is first discussed with and is approved by the other party (such approval shall not be unreasonably withheld). This requirement does not apply to disclosure that:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of criminal law;
- (3) is disclosed to employees, affiliates, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential;
- (4) is generally available to the public;
- (5) is disclosed by the Licensor to the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (6) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

## 26. Licensor's Covenants

The Licensor:

- (1) must give the Licensee, its agents, employees or invitees access to the Land at all times during the operating hours set forth in **Item 10**; and
- (2) must not itself nor will it permit any third party to do anything on the Land which is likely to unreasonably and significantly interfere with, obstruct, interrupt or impede the Licensee's use and operations conducted from the Land.



## **27. Governing Law**

This Licence is governed by the laws of the Australian Capital Territory. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

## **28. Further assurances**

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Licence and the transactions contemplated by it.

## SCHEDULE 1

### LICENCE DETAILS

<b>Item 1. Licensee</b>	<b>GOOGLE AUSTRALIA PTY LTD (ACN 102 417 032)</b>
<b>Item 2. Licensor</b>	<b>AUSTRALIAN CAPITAL TERRITORY</b> , the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (C'wlth) represented by the Justice and Community Safety Directorate ("Territory").
<b>Item 3. Land</b>	That part of the Site shown in yellow on the plan in Attachment A together with the airspace over the remainder of the Site.
<b>Item 4. Purpose</b>	To use the Land to serve as a temporary base of operations for the trialling and demonstration of the use of drones in an emergency services environment, including trialling the use of drones to deliver products to the rural areas surrounding the Land.
<b>Item 5. Term of Licence</b>	From the date of this Licence until 31 March 2018.
<b>Item 6. Licence Fee</b>	AUD \$4,960.00 per month (including GST).
<b>Item 7. Manner of Payment</b>	To be paid as and when requested by the Licensor.
<b>Item 8. Insurance Amount</b>	\$10 million – (\$10,000,000.00) public (general liability); \$10 million – (\$10,000,000.00) excess liability; and All insurance required of it by law.



**Item 9. Contact Officer**

*For the Licensor*

**ACT Rural Fire Services  
ACT Emergency Services Agency  
Justice and Community Safety Directorate  
9 Amberley Avenue  
Fairbairn ACT 2609**

**Rohan Scott**

**Acting Manager, Operations, ACT Rural Fire  
Service**

Telephone: (02) 6205 0544

rohan.scottRFS@act.gov.au

*For the Licensee*

[REDACTED]  
Project Wing Business Lead  
1600 Ampitheatre Pkwy  
Mountain View, CA 94304  
USA



## Item 10. Special Conditions

### Emergency services and rural fire fighting drone trialling program

1. During the Term of the Licence, the Licensee will undertake the Purpose, which will include the delivery of the following deliverables. The Licensor will provide reasonable assistance to the Licensee, including the contribution of in-kind staff resourcing, to deliver the following deliverables.

Deliverable
Presentation to Emergency Services staff on the potential uses of delivery drones in emergency and rescue situations.
Demonstration of the use of a drone to deliver emergency supplies to frontline staff in a controlled environment.
Providing a written report highlighting the learnings and future potential of drones.

2. The Licensee will also demonstrate the use of drones to deliver supplies in a variety of conditions and locations, including to deliver products to rural areas surrounding the Land.

### Operating hours

3. The Licensee may operate between 06:00 and 22:00, up to seven days a week. Any extension of operating hours will be at the approval of the Licensor.

### Event of fire emergency

4. In the event of a fire emergency, the Licensee will comply with all directions from the Licensor relating to ensuring the unhindered operation of fire emergency services out of Guises Creek Fire Brigade station.

### Air space approval

5. The Licensee must operate within the framework prescribed by the Civil Aviation Safety Authority Advisory Circular AC 101-10: Remotely piloted aircraft system – operation of excluded RPA (other than model aircraft).

### Temporary buildings

6. The Licensee may construct up to five temporary buildings or trailers on the site for the conduct of drone delivery flight trials and the conduct of commercial drone deliveries. Any additional buildings will be subject to the approval of the Licensor.

### Temporary fencing

7. The Licensee may erect temporary fencing around selected buildings to enable access control and security.

### Screening

8. The Licensee may erect temporary screening material along boundary fences.

### Merchant accommodation

9. The Licensee may locate up to five mobile outlets on the site selling food, groceries and other convenience items for delivery only. The Licensee will not provide general consumer access to the site. Any additional mobile outlets will be subject to the approval of the Licensor.



Preparation of food

10. The Licensee or merchants may prepare fresh food on the site. All prepared food must be prepared by licensed merchants.

Vehicle storage

11. The Licensee may store up to four vehicles overnight. Any additional vehicles will be at the approval of the Licensor.

Licensor Equipment

12. The Licensee may bring onto the Land any equipment relating to the Purpose, including box trucks or Conex steel storage boxes (approximately 3 metres x 2 metres), pick-up trucks (SUVs), portable offices and storage, passenger vehicles, food trucks, water supply for the food truck, portable toilets, generators, aircraft landing pads (approximately 1 metre x 1 metre), and EZ-up tents (approximately 3 metres x 3 metres).

## ATTACHMENT A

Land highlighted on Block 1553



Land highlighted on Block 1553



DATE OF THIS LICENCE 21 September 2017

**SIGNED** for and on behalf of the  
**AUSTRALIAN CAPITAL TERRITORY**  
in the presence of:

[Redacted Signature]

Signature of Witness

ANNA MITCHELL

Print Name

[Redacted Signature]

Signature of Authorised Officer

DOMINIC LANE

Print Name

**SIGNED** for and on behalf of  
**GOOGLE AUSTRALIA PTY LTD**

in the presence of:

Signature of Witness

Print Name

[Redacted Signature] 2017.09.2

Signature of Authorised Officer

[Redacted Signature] 10:50:47

Print Name and Position 10'00'

Signature of Second Authorised Officer\*  
\*see note below

Print Name and Position



Note:

Date: Must be dated on the date the last party signs the Licence or, if signed counterparts of the Licence are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual Licensee and witnessed.

Incorporated Association: Must be signed in accordance with the association's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the company's constitution.



## **Project Wing - RFS Drone Demonstration & Discussion**

20 January 2018

Project Wing conducted a demonstration of drone delivery capability on the 20th of January 2018. The purpose of the demonstration was to provide the local Rural Fire Service (RFS) Command with insights into drone technology, and to present an opportunity for a discussion regarding in which scenarios a drone delivery could be useful to RFS.

Approximately 25 RFS personnel attended the demonstration. The activity commenced at approximately 9:20am and concluded at 11:00am.

The activities conducted were:

- Static display with a Project Wing aircraft and package
- Discussion group on drone technology and RFS scenarios
- Demonstration of drone delivery using the Project Wing Android App

### Static display

Project Wing provided a static display of its latest aircraft and package version. Project Wing personnel answered questions for RFS personnel relating to the operation and customizability of Project Wing's drone delivery system.

### Discussion group outcomes and scenarios

The discussion group prior to the demonstration explored a number of drone delivery use cases. These included:

- Delivery of emergency (prescription medication) to stranded communities during flood or when local roads are impassable after heavy storms.
- Delivery of emergency mechanical parts to RFS personnel during a fire emergency.
- Delivery of radio batteries, water and food items to RFS personnel.
- Use of a larger drone aircraft to assist in the movement of fire hoses and equipment during fire situations.

During the discussion group identified a number of non RFS use cases, including:

- Delivery of palliative care medication to nurses and medical practitioners (especially during outside of business hour times).
- Transfer of blood samples between pathology labs and local hospitals.
- Hospital-to-hospital transfer of critical items such as organs, plasma and other blood products.
- Delivery of meals, small consumables, and medications to special communities, such as the aged or disabled.



**RFS staff view drone departure at Guises Creek Station**

Drone delivery demonstration overview

The demonstration provided insight into Project Wing's full "end-to-end" capability, including using its current mobile app to request a delivery, attaching a package to the Wing aircraft, and proper guidelines for receiving delivery. A demo delivery route of approximately 650m enabled the spectators to view the entire delivery route at once, from pickup and delivery point. Project Wing used a simulated radio battery to demonstrate its capability to allow RFS personnel to request specialist items and have these delivered rapidly to first responders in need of the equipment.

### **RFS staff view drone loading operations at Guises Creek Station**

#### Conclusions

RFS personnel provided early feedback on what use cases could benefit them as first responders in addition to ancillary uses that could benefit rural communities. In turn, Project Wing encouraged the RFS to continue to communicate other anticipated use cases and notional requirements for drone delivery technology as it continues to evolve.

Subject to service availability, Project Wing remains open to collaborating with RFS in the future on further proof-of-concept demonstrations.



Chief Minister Andrew Barr MLA  
Chief Minister, Treasurer, Minister for Economic Development, Tourism and Major Events  
ACT Government  
GPO Box 158  
Canberra ACT 2601

cc Minister Mick Gentleman MLA, Minister for Police and Emergency Services, Environment and Heritage, Planning and Land Management, Urban Renewal

Nov 13th 2017

Dear Chief Minister Barr

As you know, Project Wing has been testing its drone delivery service in the Canberra area for the past 5 months. A lot of progress has been made and I thought it would be helpful to share with you a digest of our activities.

Although it is still early days and we have much more to learn, we're very excited about the future for Project Wing in Canberra and pleased with the community support we've received to date. I hope you are as enthusiastic as we are about the opportunities for ACT to partner with X and Project Wing.

If you have the time to meet to discuss the progress we have made or our plans for the future, I would be happy to share more details. I will be in Canberra on 20 21 November, and if it is convenient for you I would be happy to meet with you then. In addition, I will be on site early in the New Year and happy to host you to see our operations live at that stage.

Best wishes

James Ryan Burgess  
Co Lead, Project Wing



## **About Project Wing and X**

X (formerly Google X) is the “moonshot factory” for Alphabet. We are committed to finding technology solutions to some of the world’s biggest problems. We have worked in a wide range of sectors, from self driving cars to biotech. Project Wing is our moonshot using drones to solve the problem of lack of fast and efficient local delivery options.

## **Early testing and research**

### **History**

Project Wing has been at X for 5 years. Australia was the home for our very first deployment in 2014, where we did a handful of flights with one Queensland farmer to prove out the initial case for drone delivery. Since then, we have been testing at two facilities in California, running many hundreds of flights a day to reach the levels of reliability needed for public deployment. In September 2016 we ran a 2 week food delivery service at Virginia Transportation Technology Institute (VTTI) where we delivered food to hundreds of people on campus. At that stage, we decided to expand our testing internationally to countries with highly respected and innovative aviation authorities interested in working with industry on new technologies.

### **Wing in Canberra**

Australia has a strong history of safely using and welcoming drones in a wide range of settings. The Civil Aviation Safety Authority (CASA) is one of the most innovative aviation regulators in the world. We initiated a conversation with CASA in early 2017 to provide them with information demonstrating the safety of our system and operations and started deploying our drone service in July 2017.

We identified Canberra and its surrounding areas as an excellent location to launch our Australian operations. As well as the proximity to CASA, we were attracted by the ACT Government’s commitment to evolving Canberra into a smart and connected digital city and Canberrans’ enthusiasm as early adopters of new technology.

We have so far used two sites: one in the Queanbeyan area of New South Wales, where we delivered to a semi rural neighborhood and one on Monaro Highway in Royalla where we are currently situated. We are hoping to move in early 2018 to a new site in a non residential area of Greenway in Tuggeranong at approximately 60 Pine Island Road. From the new site, we would be able to reach new customers spread across the greater Tuggeranong area. Throughout our time in Australia, we’ve operated fully in compliance with applicable noise regulations and all applicable state and federal aviation, consumer, product liability and privacy laws and regulations.

### **Safety**



Safety is a top priority for X and the team at Project Wing. We firmly believe that automated flights of lightweight drones will quickly become the safest mode of small package delivery. If we reduce the need for cars and trucks to deliver small packages, we will also reduce the numbers of people injured on our roads every day.

We have worked closely with CASA to ensure that our service met the required standards for drone operation by providing them data, regular updates, and full access to our site. Their regulations require us to have safety procedures for our team, our customers, and any other bystanders who might be affected by our service. In developing our service, we have focused on safety at every stage; from the time a drone is deployed to pick up a package to the time it has finished its mission.

### **Community feedback**

Our initial activities were designed to understand the community needs that a drone service could address, so we developed a 'trusted tester' programme, offering a small number of residents a range of household goods from aspirin to hot food, delivered for free. In the Queanbeyan area, we served 6 homes, flying an average of 3 flights per day. In Royalla we are serving a growing number of homes and we fly an average of 7 flights per day.

We were very aware that community engagement would have to extend beyond the small number of 'trusted testers' using our service so we have also hosted two community events, one in the Queanbeyan area and one in Royalla, to personally introduce ourselves to residents and answer any questions they have about the technology. Through these in person conversations and via email feedback, we have found that residents are keen to understand how drone delivery works (for example: how high the drones fly and how packages are delivered), and how drone delivery might affect their animals (particularly horses). We have been delighted by the community response to our presence: local residents have embraced the idea that drones can improve their ability to access local commerce and save them time and money in the process. In Royalla, over 100 community members have expressed interest in participating in the trial.

We also receive verbal and email feedback from our trusted testers on a daily basis. In addition to testing our app and delivery service, they have provided input on the items they would value having delivered by drone. Their suggestions range from fresh morning pastries to toiletries and batteries.



[REDACTED]

**From:** [REDACTED]

**Sent:** Friday, 8 September 2017 9:35 AM

**To:** Konovalov, Alexander <Alexander.Konovalov@act.gov.au>; [REDACTED]

**Subject:** Site plan for Guises Creek RFS Site and Project Wing

Alexander,

Thanks very much for your excellent support in arranging the meeting yesterday regarding the RFS and the use of the Guises Creek.

Please find enclosed two documents: one with a diagram of the proposed layout and another with a description of the site requirements.

Please let me know if there are any issues. Apologies in advance that the site map is not to scale, but I have tried to place items in the location where these should be suitable based upon the discussion yesterday.

As we discussed we have tried to design the layout to reduce any impact on the RFS team should they need to come and take vehicles in and out of the complex.

Feel free to contact me at any time for clarification.

Thanks

[REDACTED]

*Flight Operations Lead (AUS)*

Unmanned Systems Australia, contractor to Project Wing

[REDACTED]





Swipe Card Access  
For toilets and power

Proposed Merchant  
Containers  
(6mx 3m)

Proposed Merchant  
Pick-up area  
(40 mx 10m)

Guises Creek RFS

Proposed Launch  
+Landing  
area  
(40 mx 16m)

Existing RFS  
Container  
(6mx 3m)

Proposed Wing  
Containers  
(6mx 3m)

Existing  
Carpark  
Area

Access Control Point

52m

49.3m

## **Site Requirements for Project Wing – Guises Creek RFS Site**

Project Wing requests access to the Guises Creek RFS site for the purpose of undertaking drone delivery trial operations.

Access to the site is requested from Monday 11 Sep to commence the site preparation and delivery of temporary building to the site. Flight operations from the site are requested to commence from 13 September 2017, with the site remaining active for the period defined in the temporary site applications.

### **Site requirements**

The following site requirements are requested:

- Access to the Guises Creek Rural Fire Service building to enable access to Toilet and Water Facilities and access to existing power outlets.
- The ability to connect to existing mains power, power points.
- The ability to connect external container/building to the existing mains power via the power distribution switch board – this would be undertaken at our own expense and involve the use of a licensed electrician. (Note: prior to this access the power points noted above would be utilized.
- Where the onsite power or toilet facilities may not be suitable, the ability to supplement onsite power and sanitation facilities with portable generators, toilets, etc. If used, these would be placed and removed at Project Wing's expense.
- The option to connect to existing telephone cables for internet access – any cost incurred for this access as well as data plans from local telephone companies would be at our expense.
- The ability to place up to 5 temporary building/trailers on site for the conduct of drone delivery flight trials and the conduct of commercial drone deliveries
- The ability to locate up to 5 merchant food trucks or trailers on site.
- The ability to expand into the overflow area as necessary with additional buildings/ trailer depending upon the operational tempo
- The option to erect temporary fencing around selected buildings to enable access control and additional security.
- The option to place screening material along the Old Cooma road side boundary fence to prevent any distraction to local drivers. Any material erected would be fully removed at the end of the period.
- The ability to use the existing industrial waste bin on site: any cost for waste removal would be at our own expense and arranged through existing water removal contractors.
- The option to store vehicles inside the existing vehicle compound area overnight. (up to 3 vehicles) These vehicles would be removed should the RFS need access to the truck storage area.

### **Site Activity**

During normal operations it is expected that the following number of personnel would be on site:

- Project Wing: up to 5 personnel
- Merchant: 2 personnel per merchant.

Additional personnel may be on site during certain periods such as site setup and initial launch of operations.

Up to 8 vehicles could be expected to use the existing car-park area during normal operations. These vehicle would be mainly used for the staff to transit to and from the site. In addition to the 8 temporary vehicles, up to 3 vehicles would remain overnight during normal operations. These three vehicles are associated with the daily operations of the drone operation and include the following:

- Stores Vehicle,
- Emergency response vehicle
- Spotter/Observer vehicle

### **Hours of Site Activity**

Flight operations would be entirely inside of the 0800 to 1800 window and then extending to 2000 during daylight savings. Flight operations are personnel and weather dependent and may not be operated during this entire period. Brief setup/shutdown periods are expected to commence prior to/following these hours.



# LICENCE



<b>Date</b>	<b>25 JANUARY 2018</b>
<b>Parties</b>	<b>PLANNING AND LAND AUTHORITY AUSTRALIAN CAPITAL TERRITORY  GOOGLE AUSTRALIA PTY LTD ACN 102 417 032</b>
<b>Title</b>	<b>SECTION 303 LICENCE FOR USE OF UNLEASED TERRITORY LAND  SDMS LICENCE ID NUMBER: 3002</b>
<b>Prepared by</b>	Act Government Solicitor Level 6, 12 Moore Street Canberra City ACT 2601 Ph: (02) 6207 0666 Fax: (02) 6207 0630 Ref: HTE:633370
<b>Version</b>	25 January 2018



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**PARTIES:** **PLANNING AND LAND AUTHORITY**, the body corporate established by section 10 of the *Planning and Development Act 2007* (ACT) for and on behalf of the Commonwealth of Australia (“Authority”)

The entity specified in **Item 2** (“Custodian”)

The person specified in **Item 1** (“Licensee”)

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## BACKGROUND

- A. The Licensee has applied to the Authority pursuant to section 302 of the *Planning and Development Act 2007* (ACT) for a licence to occupy and use the Land.
- B. The Custodian is the custodian of the Land pursuant to section 333 of the *Planning and Development Act 2007* (ACT).
- C. The Custodian of the Land has given its written consent to the issue of such a licence and has requested the Authority to grant the licence to the Licensee.
- D. The Authority has agreed to grant this licence on the terms and conditions of this licence and the Licensee has agreed to these terms and conditions.
- E. The Authority and the Custodian have agreed that the Custodian will be responsible for the management of this licence.

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IT IS AGREED by the parties as follows.

## 1. Interpretation

### 1.1. Definitions

The following definitions apply in this licence, unless the context otherwise requires.

**Commencement Date** means 25 January 2018

**Contact Officer** means, in relation to each party, the representatives whose names and contact details are specified in **Item 9**, or as notified in writing from time to time by one party to the other.

**Encumbrance** means any mortgage, charge, lien, title retention, trust, power or other security interest (including, without

limitation, any security interest as defined in the *Personal Properties Securities Act 2009* (Cth)).

**Insolvency Event**

means:

in respect of a natural person:

- (1) any orders or agreements made in respect of the affairs of the person in accordance with the *Bankruptcy Act 1966*; or
- (2) in the reasonable opinion of the Custodian the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

in respect of all other entities:

- (1) any of the events listed in s459C of the *Corporations Act 2001* occur in respect of the entity; or
- (2) any other event occurs which, in the reasonable opinion of the Custodian has resulted in the:
  - (a) insolvency;
  - (b) winding up; or
  - (c) appointment of a controller (as that term defined in the *Corporations Act 2001*) in respect of part or all of the assets.

<b>Item</b>	means an item in the Schedule 1 to this licence.
<b>Land</b>	means the land specified in <b>Item 3</b> .
<b>Licence</b>	means this licence, including all schedules, attachments, annexures, and appendixes.
<b>Licence Fee</b>	means the fee specified in <b>Item 6</b> .
<b>Outgoings</b>	means any levy, rate, land tax (on a single holding basis only) or other statutory charge imposed on or in respect of the Land.
<b>Purpose</b>	means that purpose to which the Land is to be put as specified in <b>Item 4</b> .



<b>Service Charges</b>	means all charges for services provided in respect of the Land and includes but is not limited to charges for electricity, and water.
<b>Special Conditions</b>	means the special conditions at <b>Item 10</b> .
<b>Site Description</b>	means the document in Attachment B.
<b>Term</b>	means the period specified at <b>Item 5</b> .
<b>Territory</b>	means: <ul style="list-style-type: none"> <li>(1) when used in a geographical sense, the Australian Capital Territory; and</li> <li>(2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (C'wlth).</li> </ul>

## 1.2. General

In this Licence, unless a contrary intention is expressed:

- (1) references to "Licensee" includes any employees, agents, contractors, and sublicensees (which for the avoidance of doubt includes subcontractors, consultants and sub-consultants) of the Licensee;
- (2) references to legislation or to any provision of it include any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (4) "include" and "including" are not to be construed as words of limitation; and
- (5) headings have no effect on the interpretation of the provisions.



## **2. Licence**

### **2.1. Grant**

The Authority grants the Licensee a licence under section 303 of the *Planning and Development Act 2007 (ACT)* to occupy and use the Land on the terms and conditions contained in this Licence.

### **2.2. Section Intentionally Left Blank**

## **3. Term of Licence**

This Licence will commence and expire on those dates specified in **Item 5**.

## **4. Purpose**

4.1.1 The Licensee will use the Land only for the Purpose.

4.1.2 Subject to this Licence, the Licensee agrees to comply with its obligations specified in the Site Description.

## **5. Licence Fee**

### **5.1. Licence Fee**

5.1.1 The Licensee must pay the Licence Fee by equal monthly instalments in advance from the Commencement Date and on the first day of every month for the Term, or as the Custodian otherwise directs in writing.

5.1.2 If an instalment is for a period of less than one month, then that instalment is equal to the amount calculated by dividing the Licence Fee by the number of days in the month in which the period commences and multiplying the result by the number of days in the period.

## **6. Licence Only**

### **6.1 Licence only**

6.1.1 Nothing contained in this License will create, or is to be construed as creating, any estate or interest in the Land in favour of the Licensee (other than a license) and the rights granted by this License are personal to the Licensee.

6.1.2 The parties agree and acknowledge that this Licence:

- (1) is a license granted under section 303 of the *Planning and Development Act 2007 (ACT)*;



- (2) does not constitute any approval, consent, waiver, exemption, agreement by the Authority or the Custodian in connection with any legislation, regulation, policies, or law; and
- (3) for the avoidance of doubt, this Licence does not constitute any approvals necessary for development(s) under the *Planning and Development Act 2007 (ACT)*.

6.1.3 The Licensee agrees and acknowledges that it has made and relied on its own enquiries in relation to all matters relevant to its decision whether or not to enter into this Licence (including environmental, regulatory, trade and fit for purpose enquiries) and no warranty is provided by the Authority or the Custodian in relation to the same. The Licensee must satisfy itself in respect to the use to which the Land may be put and by acceptance of this Licence by the Licensee the Licensee acknowledges full knowledge of any prohibitions or restrictions on the use of the Land, including any imposed by law.

6.1.4 Where the Purpose requires the consent of any authority, the Licensee must obtain that consent at its own expense. The Licensee must keep current the licenses and permits required to carry on its activities from the Land.

## **7. Legal Costs and Disbursements**

### **7.1. Cost of Licence preparation**

The Authority, Custodian and Licensee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of this Licence.

### **7.2. Assignment**

7.2.1 Subject to clause 7.2.3, the Licensee must not sublet, sublicense, assign, transfer or mortgage its rights granted by this licence.

7.2.2 If the Licensee seeks the consent of the Custodian to sub-licence part or all of the Land the Licensee may make a written application to the Custodian and the Custodian may grant its consent, withhold its consent or grant its consent subject to conditions in its absolute discretion.

7.2.3 The Licensee may grant a sub-licence for part or all of the Land only in accordance with the prior written consent of the Custodian.

7.2.4 For the avoidance of doubt, the Licensee is liable to the Custodian and the Authority for the acts, defaults and omissions of its sub-licensees and employees, agents or contractors of the sub-sub-licensees as if they were those of the Licensee.



## **8 Alterations and Fitout**

### **8.1. No alterations without consent**

8.1.1 The Licensee will not, without the prior written consent of the Custodian, erect any improvements or make any alterations or additions to any improvement located on the Land or permit or suffer the same to be made. The Custodian may, in its absolute discretion, refuse to consent to the erection of improvements or the making of alterations or additions by the Licensee.

8.1.2 The Licensee must, in the course of erecting any improvements or making any alterations or additions:

- (1) comply with the reasonable requirements of the Custodian and all relevant authorities; and
- (2) obtain all necessary consents and approvals from all relevant authorities.

8.1.3 Subject to the Licensee's compliance with clause 8.1.2, for the purposes of clause 8.1.1, the Custodian consents to the improvements specified in the Site Description to be made on the Land.

## **9. Obligation to Maintain and Repair**

### **9.1. Licensee must Maintain and Repair**

The Licensee must at all times during the term of this licence and at no cost to the Authority or the Custodian:

- (1) maintain and repair and keep in repair, the Land to the satisfaction of the Custodian (fair wear and tear excepted); and
- (2) keep the Land clean and tidy and free from debris, dry herbage, rubbish and other unsightly or offensive matter.

### **9.2. End of Licence**

9.2.1 Unless otherwise agreed to by the Custodian, when this Licence expires or is terminated, the Licensee must return the Land having regard to the condition it was in at the date the Licensee was first granted a licence over the Land (fair wear and tear excepted), including to:

- (1) remove all of the improvements on the Land erected by the Licensee and make good any damage arising as a result of the removal;
- (2) remove all signs, notices, advertisements, ornaments or other things placed by the Lessee on the Land; and
- (3) give it up in clean condition (fair wear and tear excepted).



9.2.2 The Licensee warrants that title free of any Encumbrance will pass to the Custodian upon the earlier of the termination or expiration of this Licence in relation to all improvements, fixtures or items which are not removed by the Licensee at the expiry or earlier termination of this Licence.

9.2.3 The Custodian agrees that the alterations and improvements specified in the Site Description which need not be removed or made good, will not need to be removed or made good in accordance with clause 9.2.1.

## **10. Failure to Maintain and Repair**

### **10.1. Custodian may give Notice to Repair**

If the Licensee breaches its obligations under **clause 10.1** or **clause 10.2** the Custodian may by written notice to the Licensee require the Licensee to effect the necessary work in accordance with the notice.

### **10.2. Failure to Comply**

If the Licensee fails to comply with either **clause 10.1**, **clause 10.2** or the notice under **clause 11.1**, the Custodian may, at the cost of the Licensee, have the necessary works done and recover the cost of those works from the Licensee as if such cost were arrears in the Licence Fee.

## **11. Nuisance or Danger**

Subject to this Licence, the Licensee must not do or permit to be done any act or omission with respect to the Land that may be or become a nuisance or danger.

## **12. Insurance and Indemnity**

### **12.1. Public Liability**

The Licensee, during the Term and any holding over under this Licence, must keep current a public risk liability policy with an Australian insurer for an amount for any single occurrence of not less than the amount referred to in **Item 8**. The policy must indemnify the Authority and the Custodian against all actions and demands of any kind arising from the use and occupation by the Licensee and the Licensee's employees, agents, contractors and invitees of the Land.

### **12.2. Other Insurance**

The Licensee will be responsible for insuring the Licensee's improvements and all other property of the Licensee in the Land.



### **12.3. Production of policy**

- 12.3.1 The Licensee, in respect of any policy of insurance to be taken out by the Licensee with respect to the Land, must promptly following a request, produce to the Custodian either a certificate of currency for the insurance policy.

### **12.4. Indemnity**

The Licensee indemnifies the Authority and/or the Custodian, and their employees and agents against liability in respect of all claims, damages, cost, damage, injury or death to persons or property caused by or arising in connection with the use of the Land (whether for the Purpose or otherwise) except to the extent caused or contributed to by the act, omission, negligence or default of:

- (a) the Authority, the Custodian, and their employees, agents and contractors; or
- (b) any entity (other than the Licensee) exercising its rights under applicable law to access or use the Land (including, without limitation, any utility or telecommunications provider), provided that the entity is not doing so in connection with any request from, invitation of, or requirement of the Licensee..

## **13. Outgoings and Service Charges**

### **13.1 Outgoings**

The Authority and/or the Custodian must pay all Outgoings in respect of the Land, other than Outgoings associated with any improvement made by the Licensee. During the Term, the Licensee must pay all Outgoings in respect of any improvements made by it on the Land.

### **13.2 Service Charges**

During the Term, the Licensee must pay all Service Charges in respect of the Land or any part thereof.

## **14. Services to Land**

- (1) The Licensee acknowledges that the Custodian will not be conducting any works or incurring any costs to provide any services (including water, gas, electricity) to the Land. Any works or improvements on the Land to obtain services may be carried out by the Licensee at its costs, and in compliance with clause 9.
- (2) The Custodian may, at its own expense, and following consultation with the Licensee, relocate any pipes, wires, and other site services to the Land.



## **15. Obstructions and Hazards**

The Licensee must:

- (1) provide adequate signage and hazard protection on the Land to the satisfaction of the Custodian (acting reasonably), and ensure all hazards on the Land are illuminated between sunset and sunrise;
- (2) ensure that every stormwater channel on the Land is kept clear of obstruction at all times; and
- (3) ensure, as far as is practicable, that all footpaths and roadways on the Land are kept free from obstruction at all times.

## **16. Signs**

The Licensee must not display or permit to be displayed on the Land any sign, hoarding, or advertisement without the prior written approval of the Custodian or where required by law the prior written consent of the Authority. Approval by the Custodian or Authority must not be unreasonably withheld or delayed.

## **17. Management and Compliance with Legislation**

The Licensee must:

- (1) take all necessary actions to minimise fire hazards (including ensuring there is no overgrown grass or weeds by undertaking regular mowing) on the Land to the satisfaction of the Custodian; and
- (2) must comply, at its expense, with all laws and the requirements of any authority applicable to the Land and in connection with the Licensee's use or occupation of the Land.

## **18. Statutory Notices**

- 18.1.1 If the Licensee receives a notice from any authority in respect of the Land, the Licensee must promptly notify the Custodian in writing.
- 18.1.2 The Licensee must comply promptly with all notices received from any authority in respect of the Land except such notices as would have been given irrespective of the Licensee's use and occupation of the Land.

## **19. Termination**

### **19.1. Breach of Licence**

If the Licensee breaches any provision of this Licence, and that breach:

- (1) is not capable of remedy and the Licensee has failed to pay reasonable compensation to the Authority within 10 business days after written

notice from the Authority of the breach and requesting compensation;

- (2) is capable of remedy and the Licensee fails to remedy that breach after the expiry of the greater of:
  - (a) the time frame specified by the Authority or Custodian in a written notice; or
  - (b) 30 business days;
- (3) the Licensee:
  - (a) becomes bankrupt or is subject to an Insolvency Event; or
  - (b) makes any assignment for the benefit of creditors, or makes any arrangement with creditors for liquidation of the debts of the Licensee by composition or otherwise

the Authority or Custodian may terminate this licence in whole or in part.

#### **19.2. Termination for Reason Other Than Breach**

This licence may be terminated by any party giving the other party 14 days notice in writing, or such earlier termination as agreed by the parties in writing. No party will have any action against any other in respect of termination of this licence pursuant to this clause. The right to terminate early will not prejudice a claim by a party in respect of any breach of this licence arising prior to termination.

#### **19.3. No Repayment on Termination**

The Licensee will not be entitled to repayment of the Licence Fee, or any part of it, or any other fee paid under this licence in the event of termination of this License.

### **20. Essential Terms**

#### **20.1. Essential Terms**

Each of the following covenants by the Licensee is an essential term of this Licence:

- (1) clause 4 relating to use of the Land;
- (2) clause 5 relating to payment of Licence Fee;
- (3) clause 7 relating to assignment, sublicensing, and mortgaging;
- (4) clause 8.1 relating to alterations;
- (5) clauses 9.1 and 9.2 relating to repair, maintenance and make good;



- (6) clauses 12.1 relating to insurance
- (7) clause 25 relating to personal information; and
- (8) clause 23.2 relating to payment of GST.

#### **20.2. Acceptance of arrears**

The acceptance by the Custodian of arrears or the late payment of Licence Fee or other monies does not constitute a waiver of the essential and continuing obligation of the Licensee to pay Licence Fee and other moneys during the Term on the dates specified in the Licence.

#### **20.3. Breach of an essential term**

The Licensee must compensate the Custodian in respect of any breach of an essential term of this Licence and the Custodian is entitled to recover damages from the Licensee in respect of such breaches. The Custodian's entitlement under this clause is in addition to any other remedy or entitlement (including the right to terminate this Licence).

#### **20.4. Loss on repudiation or breach**

Where the Licensee's conduct (whether acts or omissions) constitutes:

- (1) a repudiation of the Licence; or
- (2) a breach of any obligation contained in the Licence,

the Licensee will compensate the Custodian for the loss or damage suffered by reason of the repudiation or breach.

#### **20.5. Quantum of damages recoverable**

The Custodian is entitled to recover damages against the Licensee in respect of repudiation or breach of any obligation for the damage suffered by the Custodian during the entire Term.

#### **20.6. Certain events of no effect**

The Custodian's entitlement to recover damages is not affected or limited by any of the following:

- (1) if the Licensee abandons or vacates the Land;
- (2) if the Custodian elects to re-enter or to terminate the Licence;
- (3) if the Custodian accepts the Licensee's repudiation; or
- (4) if the party's conduct constitutes a surrender by operation of law.



## 21. Compensation

At the expiration or termination of this Licence, the Licensee will not be entitled to receive any form of compensation from the Authority or Custodian in respect of any Licensee's improvements or other property of the Licensee on the Land.

## 22. Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Licence then, to the extent of any inconsistency, the Special Condition will prevail.

## 23. GST

### 23.1. GST definitions

In this clause:

**Act** means the A New Tax System (Goods and Services Tax) Act 1999 (as amended) and any regulation made under that Act;

**GST, Taxable Supply, Input Tax Credit, Supply and Tax Invoice** have the same meaning as in the Act;

**GST Rate** means 10%, or if the rate at which GST is calculated under the Act changes, the rate applicable at the relevant time.

**Payment** includes consideration in the form of money given or received and in a form other than money given or received.

### 23.2. Payment of GST

A party making Payment to another party for a Taxable Supply under this Licence must pay to the other party at the same time, an additional amount equal to the amount of the Payment multiplied by the GST Rate.

### 23.3. Reimbursements

When calculating the amount of:

- (1) any reimbursement to a party under this Licence; and
- (2) the indemnification under this Licence of an expense, loss or liability incurred or to be incurred by that party,

the other party may include the GST paid or payable on the Supply giving rise to the amount, but if that party includes the GST that party must deduct the amount of any Input Tax Credit from the amount paid.

#### 23.4. Tax invoice

A party receiving a Payment of GST under this clause must provide a Tax Invoice to the party making the Payment either before or at the same time as the Payment is received.

#### 24. Notices

Any notice, including any other communication, required to be given or sent to either party under this licence must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

#### 25. Personal information

- (1) In this clause:
  - (a) **Privacy Act** means the *Privacy Act 1988* (Cth) (as amended) and any regulation made under that Privacy Act; and
  - (b) **APP Code, APP Entity, Australian Privacy Principle, Information Commissioner, 'interference with the privacy of an individual', Small Business Operator, and Organisation** have the same meaning as in the Privacy Act.
- (2) The Licensee agrees to:
  - (a) comply with the Privacy Act as if it were an Organisation;
  - (b) not do an act or practice that is an 'interference with the privacy of an individual'; and
  - (c) ensure that all of its employees, agents, contractors, consultants and sublicensees not do an act or practice which, if that act or practice were done by an APP Entity, would be an 'interference with the privacy of an individual'.
- (3) The Licensee agrees that if it is a Small Business Operator for the purposes of the Privacy Act, then the Licensee must make a choice and maintain that choice (for as long as it is considered a Small Business Operator under the

Privacy Act) to be treated as an Organisation under section 6EA of the Privacy Act.

- (4) If and when requested by the Custodian, the Licensee must provide evidence of compliance with clause 25(3) to the satisfaction of the Custodian (acting reasonably).
- (5) The Licensee must promptly notify the Custodian of any complaints, any assessments or investigations conducted by the Information Commissioner, and any court proceedings brought, under the Privacy Act in relation to the Licensee of which it becomes aware.

## **26. Survival of clauses**

Clauses 9.2, 10, 12.4, and 27 will survive the expiration or earlier termination of this Licence.

## **27. Confidentiality and Publicity**

### **27.1. Definition**

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Licence or discovered by a party in connection with this Licence, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient - by a third party without confidentiality obligations, discloser has marked or notified, in writing, to the recipient as not being confidential, or becomes public through no fault of the recipient.

### **27.2. Confidentiality Obligations**

The recipient will not disclose the discloser's Confidential Information to any person without the prior written consent of the discloser (which consent will



not be unreasonably withheld) except to the extent that Confidential Information:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of criminal law;
- (3) is disclosed to employees, affiliates, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential;
- (4) is generally available to the public;
- (5) is disclosed by the Custodian to the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (6) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

To the extent that none of the exceptions above apply:

- (1) the recipient will use the Confidential Information only to exercise rights and fulfil obligations under this Licence; and
- (2) to the extent permitted by law, the recipient will promptly provide the discloser with sufficient notice of all available details of the legal requirement and reasonably cooperate with the discloser's efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the discloser may deem appropriate. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

### **27.3. No Rights**

Neither party acquires any right, title, or interest in the other party's Confidential Information.

### **27.4. No Publicity**

Each party will take all reasonable steps to ensure that any public statement regarding this licence, including its existence, is first discussed with and is approved by the other party (such approval shall not be unreasonably withheld). This requirement does not apply to disclosure that:



- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of criminal law;
- (3) is disclosed to employees, affiliates, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential;
- (4) is generally available to the public;
- (5) is disclosed by the Custodian to the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (6) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

## **28. Obligations of the Custodian and Authority**

The Custodian and the Authority must give the Licensee, its agents, employees or invitees access to the Land at all times.

## **29. Governing Law**

This Licence is governed by the laws of the Australian Capital Territory. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.



**SCHEDULE 1**  
**LICENCE DETAILS**

<b>Item 1. Licensee</b>	Google Australia Pty Ltd ACN 102 417 032
<b>Item 2. Custodian</b>	The Australian Capital Territory, the body public established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (C'wlth) represented by the Environment, Planning and Sustainable Development Directorate ("Territory").
<b>Item 3. Land</b>	SDMS Licence ID number 3002 being the vacant land located on part of Block 16 Section 46 Greenway as per the shaded area on the plan at "Attachment A", which is the area identified in Figure 2 of the Site Description.
<b>Item 4. Purpose</b>	Access, use, occupy, and make improvements to the Land to establish a temporary base of operations for a trial for the use of drones to deliver products. For the avoidance of doubt, no flying or drone operations are permitted.
<b>Item 5. Term of Licence</b>	From the date of this Licence until 1 month after the date of this Licence.
<b>Item 6. Licence Fee</b> (Note: The Licence Fee is additional to the fee charged for applying for the Licence which the Minister determines under the <i>Planning and Development Act 2007</i> (ACT).)	A\$1,300 per month (including GST).
<b>Item 7. Manner of Payment</b>	To be paid as and when requested by the Custodian.
<b>Item 8. Insurance Amount</b>	A\$20 million - (A\$20,000,000.00) All insurance required of it by law.



**Item 9. Contact Officer**

*For the Planning and Land Authority*

Senior Manager  
Lease Administration  
Planning Delivery Division  
Environment, Planning and Sustainable Development  
Directorate  
16 Challis Street  
DICKSON ACT 2602

GPO Box 158  
CANBERRA ACT 2601

Telephone: (02) 6207 1923

*For the Custodian*

Alexander Konovalov  
Senior Manager  
Land Release and Economics  
Land Supply and Policy Division  
Environment, Planning and Sustainable Development  
Directorate  
16 Challis Street  
DICKSON ACT 2602

GPO Box 158  
CANBERRA ACT 2601

Telephone: (02) 6205 2634

*For the Licensee*

  
Wing City Manager – Canberra  
Level 3, 490 Northbourne Avenue  
Dickson ACT 2602





**Item 10. Special Conditions**

**1. Site access for planning studies**

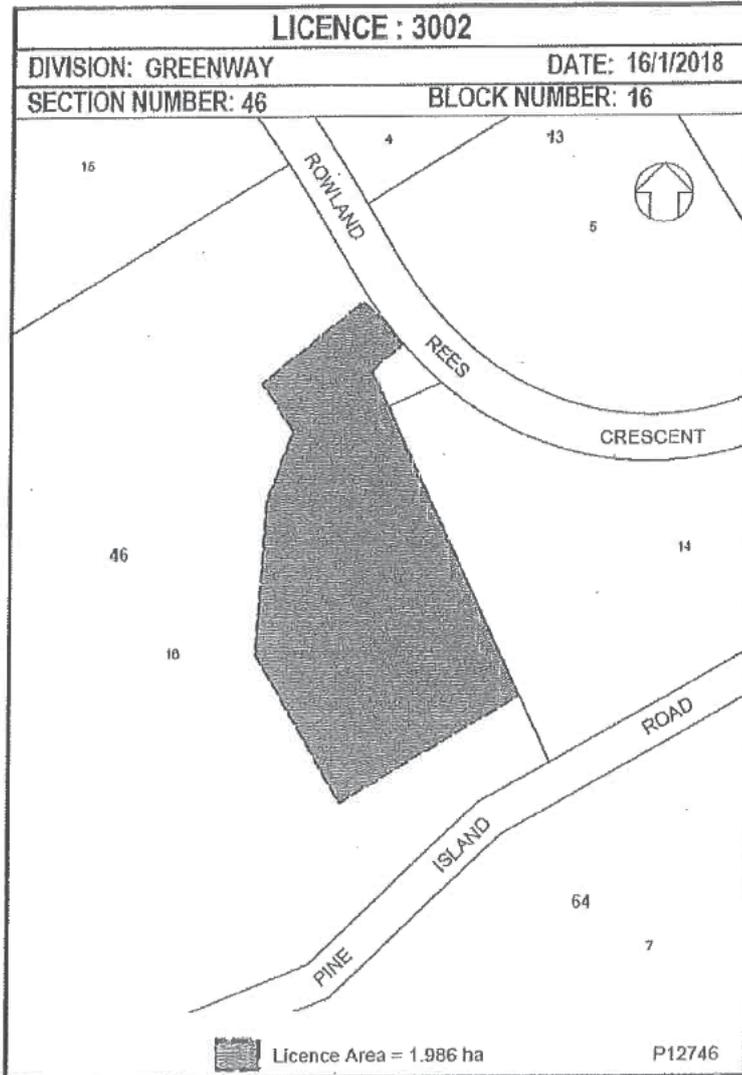
- 1.1 The Custodian maintains a right of access for its employees, agents, contractors and consultants to enter the Land for the purposes of undertaking planning and environmental investigations and studies.
- 1.2 The Custodian must provide reasonable notice before requesting access to the Land.
- 1.3 The Licensee must facilitate access to the Land for the Custodian after the period of reasonable notice.



# ATTACHMENT A

SDMS: 3002

SDMS Plan



**ATTACHMENT B**



















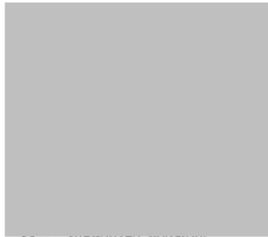








SIGNED for and on behalf of  
GOOGLE AUSTRALIA PTY LTD ACN )  
102 417 032 in accordance with section )  
127 of the *Corporations Act 2001* (Cth) )



2018.02.)

01.)

13:59:34.)

+11'00'.)

.....  
Signature of Director/Secretary

.....  
Print Name and Position

Print Name  
Signature  
Google Australia Pty Ltd





**ACT**  
Government

# LICENCE

<b>Date</b>	<b>February 20, 2018</b>
<b>Parties</b>	<b>PLANNING AND LAND AUTHORITY</b> <b>AUSTRALIAN CAPITAL TERRITORY</b> <b>GOOGLE AUSTRALIA PTY LTD ACN</b> <b>102 417 032</b>
<b>Title</b>	<b>SECTION 303 LICENCE FOR USE OF</b> <b>UNLEASED TERRITORY LAND</b> <b>SDMS LICENCE ID NUMBER: 3002</b>
<b>Prepared by</b>	ACT Government Solicitor Level 6, 12 Moore Street Canberra City ACT 2601 Ph: (02) 6207 0666 Fax: (02) 6207 0630 Ref: HTE: 633370



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**PARTIES:** **PLANNING AND LAND AUTHORITY**, the body corporate established by section 10 of the *Planning and Development Act 2007* (ACT) for and on behalf of the Commonwealth of Australia (“Authority”)

The entity specified in **Item 2** (“Custodian”)

The entity specified in **Item 1** (“Licensee”)

---

## BACKGROUND

- A. The Licensee has applied to the Authority pursuant to section 302 of the *Planning and Development Act 2007* (ACT) for a licence to occupy and use the Land.
- B. The Custodian is the custodian of the Land pursuant to section 333 of the *Planning and Development Act 2007* (ACT).
- C. The Custodian of the Land has given its written consent to the issue of such a licence and has requested the Authority to grant this Licence to the Licensee.
- D. The Authority has agreed to grant this Licence on the terms and conditions of this Licence and the Licensee has agreed to these terms and conditions.
- E. The Authority and the Custodian have agreed that the Custodian will be responsible for the management of this Licence.
- F. The Custodian consents to the Licensee granting a sub-licence over the Land (or part of the Land) to the Approved Sublicensee upon satisfaction of the relevant Conditions Precedent.

---

**IT IS AGREED** by the parties as follows.

### 1. Interpretation

#### 1.1. Definitions

The following definitions apply in this licence, unless the context otherwise requires.



<b>Approved Sublicensee</b>	means the entity specified in Item 2A and all other entities that become an Approved Sublicensee in accordance with <b>clause 8.3.3</b> .
<b>Business Day</b>	means any day other than a Saturday, Sunday, public holiday in the Australian Capital Territory.
<b>CASA</b>	means Civil Aviation Safety Authority established by section 8 of the <i>Civil Aviation Act 1998</i> (Cth).
<b>Commencement Date</b>	means the date identified as such in <b>Item 5 of Schedule 1</b> .
<b>Conditions Precedent</b>	Are satisfaction of each of the following conditions: <ul style="list-style-type: none"> <li>(1) Prior to consent of the proposed Approved Sublicensee being granted: provision of a signed Letter of Authorisation (see Attachment C) from the proposed Approved Sublicensee to the Custodian, to remain current and enforceable during the Term.</li> <li>(2) Following consent of the Approved Sublicensee: continuing maintenance and enforceability of the Letter of Authorisation provided by the Approved Sublicensee during the Term.</li> </ul>
<b>Contact Officer</b>	means, in relation to each party, the representatives whose names and contact details are specified in <b>Item 9</b> , or as notified in writing from time to time by one party to the other.
<b>Encumbrance</b>	means any mortgage, charge, lien, title retention, trust, power or other security interest (including, without limitation, any security interest as defined in the <i>Personal Properties Securities Act 2009</i> (Cth)).
<b>Insolvency Event</b>	means: <p>in respect of a natural person:</p> <ul style="list-style-type: none"> <li>(1) any orders or agreements made in respect of the affairs of the person in accordance with the <i>Bankruptcy Act 1966</i>; or</li> <li>(2) in the reasonable opinion of the Custodian the person is likely to be declared bankrupt or lose</li> </ul>



control of the management of their financial affairs; or

in respect of all other entities:

- (1) any of the events listed in s459C of the Corporations Act 2001 occur in respect of the entity; or
- (2) any other event occurs which, in the reasonable opinion of the Custodian has resulted in the:
  - (a) insolvency;
  - (b) winding up; or
  - (c) appointment of a controller (as that term defined in the Corporations Act 2001) in respect of part or all of the assets.

<b>Item</b>	means an item in <b>Schedule 1</b> to this Licence.
<b>Land</b>	means the land specified in <b>Item 3</b> .
<b>Licence</b>	means this licence, including all schedules (which for the avoidance of doubt includes the Operational Conditions), attachments, annexures, and appendixes.
<b>Licence Fee</b>	means the fee specified in <b>Item 6</b> .
<b>Operational Conditions</b>	means the operational conditions set out in <b>Schedule 2</b> .
<b>Outgoings</b>	means any levy, rate, land tax (on a single holding basis only) or other statutory charge imposed on or in respect of the Land.
<b>Proposed Sublicensee</b>	has the meaning provided in <b>clause 8.3.3</b> .
<b>Purpose</b>	means that purpose to which the Land is to be put as specified in <b>Item 4</b> .
<b>Service Charges</b>	means all charges for services provided in respect of the Land and includes but is not limited to charges for electricity, and water.
<b>Special Conditions</b>	means the special conditions at <b>Item 10</b> .
<b>Site Description</b>	means the document in <b>Attachment B</b> .



<b>Term</b>	means the period specified at <b>Item 5</b> .
<b>Territory</b>	means: <ul style="list-style-type: none"> <li>(1) when used in a geographical sense, the Australian Capital Territory; and</li> <li>(2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cwth).</li> </ul>

## 1.2. General

In this Licence, unless a contrary intention is expressed:

- (1) references to "Licensee" includes any employees, agents, contractors, and sublicensees (which for the avoidance of doubt includes any Approved Sublicensee, subcontractors, consultants and sub-consultants) of the Licensee;
- (2) references to legislation or to any provision of it include any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (4) "include" and "including" are not to be construed as words of limitation; and
- (5) headings have no effect on the interpretation of the provisions.

## 2. Licence Grant

The Authority grants the Licensee a licence under section 303 of the *Planning and Development Act 2007* (ACT) to occupy and use the Land on the terms and conditions contained in this Licence.

## 3. Term of Licence

This Licence will commence and expire on those dates specified in **Item 5**.

## 4. Purpose

- 4.1.1 The Licensee will use the Land only for the Purpose.



- 4.1.2 Subject to this Licence, the Licensee agrees to comply with its obligations specified in the Site Description.

## **5. Licence Fee**

### **5.1. Licence Fee**

- 5.1.1 The Licensee must pay the Licence Fee by equal monthly instalments in advance from the Commencement Date and on the first day of every month for the Term, or as the Custodian otherwise directs in writing.
- 5.1.2 If an instalment is for a period of less than one month, then that instalment is equal to the amount calculated by dividing the Licence Fee by the number of days in the month in which the period commences and multiplying the result by the number of days in the period.

## **6. Licence Only**

### **6.1 Licence Only**

- (1) Nothing contained in this License will create, or is to be construed as creating, any estate or interest in the Land in favour of the Licensee (other than a license) and the rights granted by this License are personal to the Licensee.
- (2) The Licensee agrees and acknowledges that this Licence:
  - (a) is a licence granted under section 303 of the *Planning and Development Act 2007* (ACT);
  - (b) does not constitute any approval, consent, waiver, exemption, agreement by the Authority or the Custodian in connection with any legislation, regulation, policies, or law; and
  - (c) for the avoidance of doubt, this Licence does not constitute any approvals necessary for development(s) under the *Planning and Development Act 2007* (ACT).
- (3) The Licensee agrees and acknowledges that it has made and relied on its own enquiries in relation to all matters relevant to its decision whether or not to enter into this Licence (including environmental, regulatory, trade and fit for purpose enquiries) and no warranty is provided by the Authority or the Custodian in relation to the same. The Licensee must satisfy itself in respect to the use to which the Land may be put and by acceptance of this Licence by the Licensee the Licensee acknowledges full knowledge of any prohibitions or restrictions on the use of the Land, including any imposed by law.
- (4) Where the Purpose requires the consent of any authority, the Licensee must obtain that consent at its own expense. The Licensee must keep



current the licenses and permits required to carry on its activities from the Land.

## **7. Legal Costs and Disbursements**

The Authority, Custodian and Licensee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of this Licence.

## **8. Assignment**

### **8.1. No assignment, transfer or mortgage**

The Licensee must not assign, transfer or mortgage its rights granted by this Licence.

### **8.2. Approved Sublicensee**

8.2.1 Upon satisfaction of the Conditions Precedent in paragraph (1) of the definition, the Authority and the Custodian consent to the Licensee granting a sub-licence for part or all of the Land to the Approved Sublicensee. The Authority and/or the Custodian may withdraw their consent should the Approved Sublicensee fail to comply with the Conditions Precedent set out in paragraph (2) of the definition during the Term. Where consent is withdrawn the Licensee must immediately ensure the Approved Sublicensee vacates the Land and conducts no further activity on or from the Land. Failure to comply with this provision will be a breach of an essential term of this Licence which will not be capable of remedy by payment of compensation and the Authority or the Custodian may immediately terminate this Licence.

8.2.2 The Licensee must ensure the Approved Sublicensee complies with the Conditions Precedent during the Term. When requested by the Authority or the Custodian the Licensee must provide reasonable evidence (as determined by the Authority or the Custodian in their absolute discretion) of the Approved Sublicensee's compliance with one or more of the Conditions Precedent, to the satisfaction of the Authority or the Custodian (as applicable) acting reasonably, and in accordance with their stated reasonable timeframe.

### **8.3. Sublicensees**

8.3.1 Subject to **clause 8.2.1** and **clause 8.3.3**, the Licensee may grant a sub-licence for part or all of the Land without the prior written consent of the Custodian.

8.3.2 If and when requested by the Custodian, the Licensee must provide, within 7 days of request:

- (1) information about all the entities which have been granted sublicenses, or which are using or occupying the Land;
- (2) information about the use of the Land by each entity;



- (3) information and confirmation of any licenses and approvals obtained by each entity in relation to the use of the Land by each entity; and
- (4) any other information which the Custodian reasonably requires.

8.3.3 The Licensee agrees that prior to any entity (**Proposed Sublicensee**) commencing activities in connection with the Land which requires the Proposed Sublicensee to obtain or hold approvals, permits licenses, or certifications from CASA, that:

- (1) the Custodian's prior written consent for the Proposed Sublicensee to carry out such activities must be obtained;
- (2) the Proposed Sublicensee must comply with the Conditions Precedent in paragraph (1) of the definition; and
- (3) the Custodian may grant its consent, withhold its consent or grant its consent subject to conditions in its absolute discretion.

If the Custodian consents to allowing the Proposed Sublicensee to carry out such activities, such entity shall be deemed an Approved Sublicensee under this License.

For the avoidance of doubt if there are more than one Approved Sublicensee at any given time, the Approved Sublicensees are not jointly and severally liable.

8.3.4 For the avoidance of doubt, the Licensee is liable to the Custodian and the Authority for the acts, defaults and omissions of its sublicensees (including any Approved Sublicensee) and employees, agents or contractors of the sub-sublicensees as if they were those of the Licensee.

## **9. Alterations and Fitout**

### **9.1. No alterations without consent**

9.1.1 The Licensee will not, without the prior written consent of the Custodian, erect any improvements or make any alterations or additions to any improvement located on the Land or permit or suffer the same to be made. The Custodian may, in its absolute discretion, refuse to consent to the erection of improvements or the making of alterations or additions by the Licensee.

9.1.2 The Licensee must, in the course of erecting any improvements or making any alterations or additions:

- (1) comply with the reasonable requirements of the Custodian and all relevant authorities; and
- (2) obtain all necessary consents and approvals from all relevant authorities.

9.1.3 Subject to the Licensee's compliance with **clause 9.1.2**, for the purposes of **clause 9.1.1**, the Custodian consents to the improvements specified in the Site Description to be made on the Land.



## 10. Obligation to Maintain and Repair

### 10.1. Licensee must Maintain and Repair

The Licensee must at all times during the term of this licence and at no cost to the Authority or the Custodian:

- (1) maintain and repair and keep in repair, the Land to the satisfaction of the Custodian (fair wear and tear excepted); and
- (2) keep the Land clean and tidy and free from debris, dry herbage, rubbish and other unsightly or offensive matter.

### 10.2. End of Licence

10.2.1 Unless otherwise agreed to by the Custodian and subject to **clause 10.2.3**, when this Licence expires or is terminated, the Licensee must return the Land having regard to the condition it was in at the date the Licensee was first granted a licence over the Land (fair wear and tear excepted), including to:

- (1) remove all of the improvements on the Land erected by the Licensee and make good any damage arising as a result of the removal;
- (2) remove all signs, notices, advertisements, ornaments or other things placed by the Licensee on the Land; and
- (3) give it up in clean condition (fair wear and tear excepted).

10.2.2 The Licensee warrants that title free of any Encumbrance will pass to the Custodian upon the earlier of the termination or expiration of this Licence in relation to all improvements, fixtures or items which are not removed by the Licensee at the expiry or earlier termination of this Licence.

10.2.3 The Custodian agrees that the alterations and improvements specified in the Site Description which need not be removed or made good, will not need to be removed or made good in accordance with **clause 10.2.1**.

## 11. Failure to Maintain and Repair

### 11.1. Custodian may give Notice to Repair

If the Licensee breaches its obligations under **clause 10.1** or **clause 10.2** the Custodian may by written notice to the Licensee require the Licensee to effect the necessary work in accordance with the notice.

### 11.2. Failure to Comply

If the Licensee fails to comply with either **clause 10.1**, **clause 10.2** or the notice under **clause 11.1**, the Custodian may, at the cost of the Licensee, have the necessary works done and recover the cost of those works from the Licensee as if such cost were arrears in the Licence Fee.



## **12. Nuisance or Danger**

Subject to this Licence, the Licensee must not do or permit to be done any act or omission with respect to the Land that may be or become a nuisance or danger.

## **13. Insurance and Indemnity**

### **13.1. Public Liability**

The Licensee during the Term and any holding over under this Licence, must keep current a public risk liability policy for an amount for any single occurrence of not less than the amount referred to in **Item 8**. The policy must include as additional insured the Authority and the Custodian with respect to the use and occupation by the Licensee and the Licensee's employees and agents of the Land under this License and include coverage for any activity conducted both on and from the Land.

### **13.2. Other Insurance**

The Licensee will be responsible for insuring the Licensee's improvements and all other property of the Licensee in the Land.

### **13.3. Production of policy**

The Licensee, in respect of any policy of insurance to be taken out by the Licensee with respect to the Land, must promptly following a request, produce to the Custodian a certificate of currency for the insurance policy.

### **13.4. Indemnity**

The Licensee indemnifies the Authority and/or the Custodian, and their employees and agents against liability in respect of all claims, damages, cost, damage, injury or death to persons or property caused by or arising in connection with the use of the Land (whether for the Purpose or otherwise, and, for the avoidance of doubt, including any liability arising from any activity conducted on or from the Land) except to the extent caused or contributed to by the act, omission, negligence or default of:

- (a) the Authority, the Custodian, and their employees, agents and contractors; or
- (b) any entity (other than the Licensee) exercising its rights under applicable law to access or use the Land (including, without limitation, any utility or telecommunications provider), provided that the entity is not doing so in connection with any request from, invitation of, or requirement of the Licensee.

## **14. Outgoings and Service Charges**

### **14.1 Outgoings**



The Authority and/or the Custodian must pay all Outgoings in respect of the Land, other than Outgoings associated with any improvement made by the Licensee. During the Term, the Licensee must pay all Outgoings in respect of any improvements made by it on the Land.

#### **14.2 Service Charges**

During the Term, the Licensee must pay all Service Charges in respect of the Land or any part thereof.

#### **15. Services to Land**

- (1) The Licensee acknowledges that the Custodian will not be conducting any works or incurring any costs to provide any services (including water, gas, electricity) to the Land. Any works or improvements on the Land to obtain services may be carried out by the Licensee at its costs, and in compliance with **clause 9**.
- (2) The Custodian may, at its own expense, and following consultation with the Licensee, relocate any pipes, wires, and other site services to the Land.

#### **16. Obstructions and Hazards**

The Licensee must:

- (1) provide adequate signage and hazard protection on the Land to the satisfaction of the Custodian (acting reasonably);
- (2) ensure that every stormwater channel on the Land is kept clear of obstruction at all times; and
- (3) ensure, as far as is practicable, that all footpaths and roadways on the Land are kept free from obstruction at all times.

#### **17. Signs**

The Licensee must not display or permit to be displayed on the Land any sign, hoarding, or advertisement without the prior written approval of the Custodian or Authority or where required by law. Approval by the Custodian or Authority must not be unreasonably withheld or delayed.

#### **18. Management and Compliance with Legislation**

The Licensee must:

- (1) take all necessary actions to minimise fire hazards (including ensuring there is no overgrown grass or weeds by undertaking regular mowing) on the Land to the satisfaction of the Custodian; and
- (2) must comply, at its expense, with all laws and the requirements of any



authority applicable to the Land and in connection with the Licensee's use or occupation of the Land.

## **19. Statutory Notices**

**19.1.** If the Licensee receives a notice from any authority in respect of the Land, the Licensee must promptly notify the Custodian in writing.

**19.2.** The Licensee must comply promptly with all notices received from any authority in respect of the Land except such notices as would have been given irrespective of the Licensee's use and occupation of the Land.

## **20. Termination**

### **20.1. Breach of Licence**

The Authority or Custodian may terminate this Licence in whole or in part:

- (1) If the Licensee breaches any provision of this Licence and that breach:
  - a. is not capable of remedy and the Licensee has failed to pay reasonable compensation to the Authority within 10 Business Days after written notice from the Authority of the breach and requiring compensation;
  - b. is not capable of remedy and cannot, in the reasonable opinion of the Authority, be the subject of compensation;
  - c. is capable of remedy and the Licensee fails to remedy that breach after the expiry of the greater of:
    - i. the time frame specified by the Authority or Custodian in a written notice; or
    - ii. 30 Business Days; or
- (2) If the Licensee:
  - a. becomes bankrupt or is subject to an Insolvency Event; or
  - b. makes any assignment for the benefit of creditors, or makes any arrangement with creditors for liquidation of the debts of the Licensee by composition or otherwise.

### **20.2. Termination for Reason Other Than Breach**

This Licence may be terminated by the Custodian, the Authority or the Licensee giving the other parties 14 days' notice in writing, or such earlier termination as agreed by the Custodian, the Authority and the Licensee in writing. No party will have any action against any other in respect of termination of this Licence pursuant to this clause. The right to terminate early will not prejudice a claim by a party in respect of any breach of this Licence arising prior to termination and any breach arising in respect of an obligation which survives termination.



### **20.3. No Repayment on Termination**

The Licensee will not be entitled to repayment of the Licence Fee, or any part of it, or any other fee paid under this licence in the event of termination of this License.

## **21. Essential Terms**

### **21.1. Essential Terms**

Each of the following covenants by the Licensee is an essential term of this Licence:

- (1) **clause 4** relating to use of the Land;
- (2) **clause 5** relating to payment of Licence Fee;
- (3) **clause 8** relating to assignment, sublicensing, and mortgaging;
- (4) **clause 9.1** relating to alterations;
- (5) **clauses 8.2.1 and 8.2.2** relating to Approved Sublicensees;
- (6) **clauses 10.1 and 10.2** relating to repair, maintenance and make good;
- (7) **clauses 13** relating to insurance;
- (8) **clause 26** relating to personal information;
- (9) **clause 24.2** relating to payment of GST;
- (10) **clause 2** of the Operational Conditions relating to the operational requirements;
- (11) **clause 3** of the Operational Conditions relating to Adverse Findings;
- (12) **clause 4** of the Operational Conditions relating to information and authorisation; and
- (13) **clause 6** of the Operational Conditions relating to privacy.

### **21.2. Acceptance of arrears**

The acceptance by the Custodian of arrears or the late payment of Licence Fee or other monies does not constitute a waiver of the essential and continuing obligation of the Licensee to pay Licence Fee and other moneys during the Term on the dates specified in the Licence.

### **21.3. Breach of an essential term**

The Licensee must compensate the Custodian in respect of any breach of an essential term of this Licence and the Custodian is entitled to recover damages



from the Licensee in respect of such breaches. The Custodian's entitlement under this clause is in addition to any other remedy or entitlement (including the right to terminate this Licence).

#### **21.4. Loss on repudiation or breach**

Where the Licensee's conduct (whether acts or omissions) constitutes:

- (1) a repudiation of the Licence; or
- (2) a breach of any obligation contained in the Licence,

the Licensee will compensate the Custodian for the loss or damage suffered by reason of the repudiation or breach.

#### **21.5. Quantum of damages recoverable**

The Custodian is entitled to recover damages against the Licensee in respect of repudiation or breach of any obligation for the damage suffered by the Custodian during the entire Term.

#### **21.6. Certain events of no effect**

The Custodian's entitlement to recover damages is not affected or limited by any of the following:

- (1) if the Licensee abandons or vacates the Land;
- (2) if the Custodian elects to re-enter or to terminate the Licence;
- (3) if the Custodian accepts the Licensee's repudiation; or
- (4) if the party's conduct constitutes a surrender by operation of law.

### **22. Compensation**

At the expiration or termination of this Licence, the Licensee will not be entitled to receive any form of compensation from the Authority or Custodian in respect of any Licensee's improvements or other property of the Licensee on the Land.

### **23. Special Conditions**

In the event of any inconsistency between any Special Condition and any other provision of this Licence then, to the extent of any inconsistency, the Special Condition will prevail.

### **24. GST**

#### **24.1. GST definitions**

In this clause:



**Act** means the A New Tax System (Goods and Services Tax) Act 1999 (as amended) and any regulation made under that Act;

**GST, Taxable Supply, Input Tax Credit, Supply and Tax Invoice** have the same meaning as in the Act;

**GST Rate** means 10%, or if the rate at which GST is calculated under the Act changes, the rate applicable at the relevant time.

**Payment** includes consideration in the form of money given or received and in a form other than money given or received.

#### **24.2. Payment of GST**

A party making Payment to another party for a Taxable Supply under this Licence must pay to the other party at the same time, an additional amount equal to the amount of the Payment multiplied by the GST Rate.

#### **24.3. Reimbursements**

When calculating the amount of:

- (1) any reimbursement to a party under this Licence; and
- (2) the indemnification under this Licence of an expense, loss or liability incurred or to be incurred by that party,

the other party may include the GST paid or payable on the Taxable Supply giving rise to the amount, but if that party includes the GST that party must deduct the amount of any Input Tax Credit from the amount paid.

#### **24.4. Tax Invoice**

A party receiving a Payment of GST under this clause must provide a Tax Invoice to the party making the Payment either before or at the same time as the Payment is received.

#### **25. Notices**

Any notice, including any other communication, required to be given or sent to a party under this Licence must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:



- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two Business Days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the receiving party's acknowledgment of receipt by any means.

## 26. Personal information

- (1) In this clause:
  - (a) **Privacy Act** means the *Privacy Act 1988* (Cth) (as amended) and any regulation made under that Privacy Act; and
  - (b) **APP Code, APP Entity, Australian Privacy Principle, Commissioner, 'interference with the privacy of an individual', Personal Information, Small Business Operator, and Organisation** have the same meaning as in the Privacy Act.
- (2) To the extent that the Licensee collects or holds Personal Information in relation to the License, the Licensee agrees to:
  - (a) comply with the Privacy Act as if it were an Organisation;
  - (b) not do an act or practice that is an 'interference with the privacy of an individual'; and
  - (c) ensure that all of its employees, agents, contractors, consultants and sublicensees not do an act or practice which, if that act or practice were done by an APP Entity, would be an 'interference with the privacy of an individual'.
- (3) The Licensee agrees that if it is a Small Business Operator for the purposes of the Privacy Act, then the Licensee must make a choice and maintain that choice (for as long as it is considered a Small Business Operator under the Privacy Act) to be treated as an Organisation under section 6EA of the Privacy Act.
- (4) If and when requested by the Custodian, the Licensee must provide evidence of compliance with **clause 26(3)** to the satisfaction of the Custodian (acting reasonably).
- (5) The Licensee must promptly notify the Custodian of any complaints, any assessments or investigations conducted by the Commissioner, and any court proceedings brought, under the Privacy Act in relation to the Licensee of which it becomes aware.



## 27. Survival of clauses

Clauses 10.2, 11, 13.4, and 28 will survive the expiration or earlier termination of this Licence.

## 28. Confidentiality and Publicity

### 28.1. Definition

“Confidential Information” means information that one party (or an affiliate) discloses to the other party under this Licence or discovered by a party in connection with this Licence, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, discloser has marked or notified, in writing, to the recipient as not being confidential, or becomes public through no fault of the recipient.

### 28.2. Confidentiality Obligations

The recipient will not disclose the discloser’s Confidential Information to any person without the prior written consent of the discloser (which consent will not be unreasonably withheld) except to the extent that Confidential Information:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of criminal law;
- (3) is disclosed to employees, affiliates, agents, or professional advisors (“Delegates”) who need to know it and who have a legal obligation to keep it confidential;
- (4) is generally available to the public;
- (5) is disclosed by the Custodian to the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (6) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

To the extent that none of the exceptions above apply:

- (1) the recipient will use the Confidential Information only to exercise rights and fulfil obligations under this Licence; and

to the extent permitted by law, the recipient will promptly provide the discloser with sufficient notice of all available details of the legal requirement and reasonably cooperate with the discloser’s efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the discloser may deem



appropriate. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

### **28.3 No Rights**

Neither party acquires any right, title, or interest in the other party's Confidential Information.

### **28.4 No Publicity**

Each party will act take all reasonable steps to ensure that any press releases or similar public statement regarding this licence is first discussed with and is approved by the other party (such approval shall not be unreasonably withheld). This requirement does not apply to disclosure that:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of criminal law;
- (3) is disclosed to employees, affiliates, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential;
- (4) is generally available to the public;
- (5) is disclosed by the Custodian to the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (6) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

## **29. Obligations of the Custodian and Authority**

The Custodian and the Authority must give the Licensee, its agents, employees or invitees access to the Land at all times.

## **30. Governing Law**

This Licence is governed by the laws of the Australian Capital Territory. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

## **31. Termination of Previous Licence**

The Custodian, the Authority and the Licensee agree that the licence dated 25 January 2018 over the Land (**Previous Licence**) is terminated on the date of this Licence. The termination of the Previous Licence will not prejudice a claim by a party to the Licence in respect of any breach of the Previous Licence arising prior to termination and any breach arising in respect of an obligation which survives termination.



**SCHEDULE 1**  
**LICENCE DETAILS**

<b>Item 1. Licensee</b>	<b>Google Australia Pty Ltd</b> ACN 102 417 032
<b>Item 2. Custodian</b>	The <b>Australian Capital Territory</b> , the body public established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (C'wlth) represented by the Environment, Planning and Sustainable Development Directorate ("Territory").
<b>Item 2A. Approved Sublicensee</b>	Subject to satisfaction of relevant Conditions Precedent - <b>Unmanned Systems Australia Pty Ltd</b> ACN <b>129 675 770</b> of Accumul8 Accountants Pty Ltd, 'Focal Point' Level 2, 18 Second Avenue, Cotton Tree , Queensland 4558
<b>Item 3. Land</b>	SDMS Licence ID number <b>3002</b> being the vacant land located on part of Block 16 Section 46 Greenway as per the shaded area on the plan at "Attachment A".
<b>Item 4. Purpose</b>	Access, use, occupy, and make improvements to the Land to establish a temporary base of operations for a trial for the use of drones to deliver products in accordance with the Operational Conditions.  No physical/in-person sales of goods to end customers is permitted to occur on the Land.
<b>Item 5. Term of Licence</b>	From the date of this licence until 31 August 2018.
<b>Item 6. Licence Fee</b> (Note: The Licence Fee is additional to the fee charged for applying for the Licence which the Minister determines under the <i>Planning and Development Act 2007</i> (ACT).)	A\$1,300 per month (including GST).
<b>Item 7. Manner of Payment</b>	To be paid as and when requested by the Custodian.
<b>Item 8. Insurance Amount</b>	A\$20 million - (A\$20,000,000.00) All insurance required of it by law.



**Item 9. Contact Officer**

*For the Planning and Land Authority*

Senior Manager  
Lease Administration  
Planning Delivery Division  
Environment, Planning and Sustainable Development  
Directorate  
16 Challis Street  
DICKSON ACT 2602

GPO Box 158  
CANBERRA ACT 2601

Telephone: (02) 6207 1923  
Email address: monica.saad@act.gov.au

*For the Custodian*

Alexander Konovalov  
Senior Manager  
Land Release and Economics  
Land Supply and Policy Division  
Environment, Planning and Sustainable Development  
Directorate  
16 Challis Street  
DICKSON ACT 2602

GPO Box 158  
CANBERRA ACT 2601

Telephone: (02) 6205 2634  
Email address: alexander.konovalov@act.gov.au

*For the Licensee*

[REDACTED]  
Wing City Manager – Canberra  
Level 3, 490 Northbourne Avenue  
Dickson ACT 2602

[REDACTED]



**Item 10. Special Conditions**

1. Site access for planning studies
  - 1.1 The Custodian maintains a right of access for its employees, agents, contractors and consultants to enter the Land for the purposes of undertaking planning and environmental investigations and studies.
  - 1.2 The Custodian must provide reasonable notice before requesting access to the Land.
  - 1.3 The Licensee must facilitate access to the Land for the Custodian after the period of reasonable notice.
  - 1.4 The Custodian (and its employees, agents, contractors, and consultants) must take reasonable steps to minimise interfere with the Licensee's use and occupation of the Land.



## SCHEDULE 2

### OPERATIONAL CONDITIONS

#### 1. Definitions

The following definitions apply in the Operational Conditions, unless the context otherwise requires.

**Adverse Finding** has the meaning provided in **clause 3.1** of this **Schedule 2**.

**Authority** includes any ministry, department, directorate, government, governmental or semi-governmental authority, agency, instrumentality, council, corporation, certifier, regulatory body, law enforcement body, or other legal entity with legislative authority including CASA.

#### 2. Operational Requirements

##### 2.1. Obligations

2.1.1 The Licensee must ensure that the operation of drones connected with the Land or the Licence by it or the Approved Sublicensee:

- (1) is conducted in accordance with all necessary approvals, licenses, rules, policies, administrative procedures, conditions, and permissions of all Authorities;
- (2) is conducted in accordance with any plans (including any emergency management or response plan) approved or endorsed by CASA, or required by CASA to be complied with;
- (3) is conducted only at times between and including 7 am to 8 pm on weekdays, and 8 am to 8 pm on weekends (the Custodian may, at its complete discretion, extend the hours of permitted operations during the Term), provided that if the operation during the stated hours is inconsistent with hours prescribed in any laws or approvals obtained from any Authority, the latter will prevail to the extent of any inconsistency (by way of example if a law or CASA approval exists which permits flying on a weekday only until 7 pm that time will apply notwithstanding the Licence permits flying until 8 pm. If the law or CASA approval exists which permits flying on a weekday until 9 pm – that would permit flying within the stated hours and in that instance flying will only be permitted until 8 pm as prescribed by the Licence);
- (4) are conducted only in the area identified on the map attached hereto as “Attachment D”;
- (5) is conducted only for the Purpose; and



- (5) is conducted in accordance with all laws, including but not limited to:
- (a) *Listening Devices Act 1992* (ACT);
  - (b) *Environment Protection Act 1997* (ACT);
  - (c) *Civil Aviation Act 1988* (Cth);
  - (d) *Civil Aviation Safety Regulations 1998* (Cth);
  - (e) *Airspace Act 2007* (Cth);
  - (f) *Airspace Regulations 2007* (Cth);
  - (g) *Planning and Development Act 2007* (ACT); and
  - (h) *Territory Plan 2008* (ACT).

2.1.2 To the extent Custodian notifies Licensee of an issue or complaint relating to the operation of drones connected with the Land or the Licence, such issues or complaints not constituting a breach of this License, Licensee will work with Custodian to agree on commercially reasonable steps to resolve said issues or complaints to the satisfaction of Custodian, and to take said commercially reasonable steps within 10 Business Days of notification.

## 2.2. Inconsistency

In the event and to the extent of any inconsistency between the obligations set out in **clause 2.1** of this **Schedule 2**, unless otherwise agreed by the Custodian (acting reasonably), the more restrictive, more onerous obligations, and/or higher standard must be complied with by the Licensee and the Approved Sublicensee.

## 3. Adverse Findings

3.1. An Adverse Finding occurs if at any time during the Term:

an Authority has notified the Licensee that the Licensee has committed a non-compliance, breach or an offence in relation to any:

- (1) approvals, licences, rules, policies, administrative procedures, certifications, conditions, or permissions provided by any Authority;
- (2) any plans (including any emergency management or response plan) approved or endorsed by CASA, or required by CASA to be complied with;
- (3) any law which would result in an approval, licence, or certification previously obtained by the Licensee or the being revoked, suspended, or terminated;
- (4) an approval, licence, or certification previously obtained by the Licensee has been revoked, suspended, or terminated; or



- (5) a penalty, order, finding or conviction has been made by any a court, tribunal, board, commission, other entity or Authority has been made against the Licensee,

in connection with this Licence, the Land, or any activity of the Licensee or the Approved Sublicensee conducted on or from the Land.

- 3.2. An Adverse Finding will constitute a breach of this Licence, permitting the Custodian to terminate this Licence; provided, however, the Licenseeshall have 10 Business Days to overturn or reverse the Adverse Finding.
- 3.3. The Licensee must within 10 Business Days of the Adverse Finding notify the Custodian of its occurrence. The failure of the Licensee to provide notification of the Adverse Finding will constitute a breach of this Licence, permitting the Custodian to terminate this Licence immediately.
- 3.4. The remedies under this clause are in addition to and do not limit any other rights or remedies of the Custodian under this Licence or otherwise at law.

#### 4. Information and Authorisation

The Licensee:

- (1) must provide the Custodian with copies of all:
- (a) approvals, licenses, and permissions of all Authorities; and
  - (b) updates, amendments, or variations to the documents in para (a) and (b) above (including when approvals are varied to allow the Licensee to operate drones for extended or reduced hours, or for additional or reduced geographical areas),

in relation to the operation of the drones in connection with the Land, this Licence, the Land or any activity of the Licensee on or from the Land; and

- (2) any Approved Sublicensee must execute and provide to the Custodian the letter of authorisation in **Attachment C** of the License, which must remain current for the Term.

#### 5. Community engagement

- (1) The Licensee must have and implement a community engagement plan which contains plans:
- (a) to educate community members on the drone delivery service being trialled;
  - (b) to provide information to the public on how to interact safely with the drones;
  - (c) to engage with local industry and research stakeholders; and



(d) to implement mechanisms for community members to provide feedback to Licensee about the trials, including to lodge any complaints.

(2) Promptly following request, the Licensee must provide the community engagement plan to the Custodian for the Custodian to provide suggestions, comments and feedback to the Licensee.

## 6. Privacy

(1) In this clause:

(2) **Privacy Act** means the *Privacy Act 1988* (Cth) (as amended) and any regulation made under that Privacy Act; and

(3) APP Code, APP Entity, Australian Privacy Principle, Commissioner, 'interference with the privacy of an individual', Personal Information, Small Business Operator, and Organisation have the same meaning as in the Privacy Act.

(4) The Licensee must promptly notify the Custodian of any complaints, any assessments or investigations conducted by the Commissioner, and any court proceedings brought, under the Privacy Act in relation to the Licensee of which it becomes aware.

## 7. Safety Incidents and complaints handling process

### 7.1. Notification of Safety Incidents

"**Safety Incident**" means any incident caused by flying operations conducted from the Land which results in: (a) personal injury, harm, or death to a person; or (b) material damage to third party property (cost of damage exceeding \$A5,000) not located on the Land.

The Licensee shall notify the Custodian within 24 hours of any Safety Incident.

### 7.2. Complaints handling process

The Licensee must have and implement a complaints handling process.

### 7.3. Updates

The Licensee must provide reports to the Custodian with respect to:

- (1) the handling and outcome of all Safety Incidents required to be reported under **clause 7.1** of this **Schedule 2**;
- (2) the nature, volume and handling of complaints; and
- (3) a summary of the volume of flying operations which occurred on the Land,

on a monthly basis.



**8. Confidentiality and Publicity**

- 8.1.** The Licensee must require any Approved Sublicensees to comply with clause 28 (relating to confidentiality and publicity) of this Licence.
- 8.2.** The Custodian will consider the reports and information it received pursuant to clauses 3, 4, 7, and 8 of this **Schedule 2** as 'Confidential Information' for the purposes of clause 28 of the Licence.

**9. Survival of clauses**

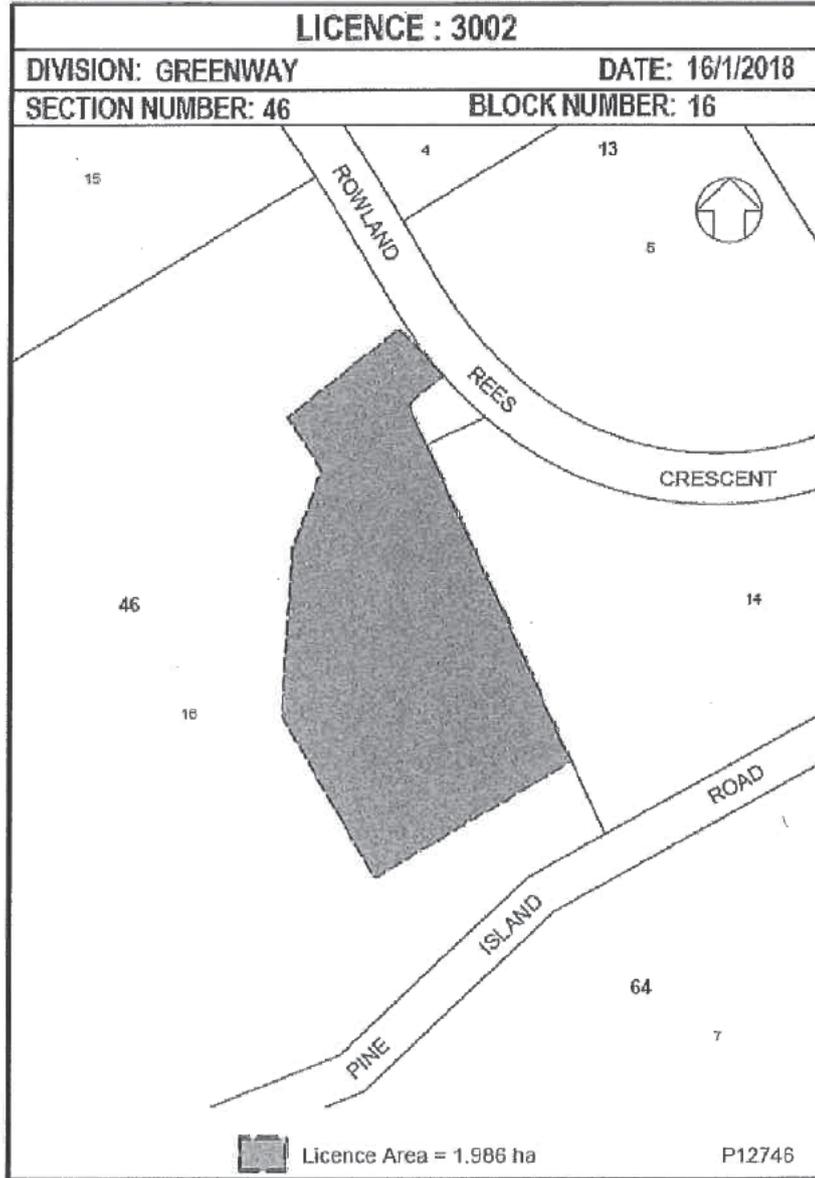
Clauses 4(2), 4(3), and 9 10 of this **Schedule 2** will survive the expiration or earlier termination of this Licence.



# ATTACHMENT A

SDMS: 3002

SDMS Plan



**ATTACHMENT B**























# ATTACHMENT C

## Authorisation and Consent

**To:** Civil Aviation Safety Authority established by section 8 of the *Civil Aviation Act 1998* (Cth) (**Authority**)

I ..... [insert name] of  
..... [insert address] am  
..... [insert position], an  
authorised representative of .....  
(**Entity**) [insert name of company], authorise and consent from the date of this  
Authorisation and Consent, until the earlier of: (a) the Entity ceases to operate  
unmanned aerial vehicles from the land identified by SDMS License ID number  
3002 being the vacant land located on part of Block 16, Section 46, Greenway  
(**Land**); or (b) the license to the Land held by Google Australia Pty Ltd is  
terminated, the Authority to provide the following to the Australian Capital  
Territory (being the body politic established by section 7 of the *Australian Capital  
Territory (Self-Government) Act 1988* (Cth)):

1. Copies of any approvals, licences, and permissions granted or issued to the Entity in relation to the Entity's operation of unmanned aerial vehicles on or from the Land, including any updates, amendments, or variations (including when approvals are varied to allow the Entity to operate unmanned aerial vehicles for extended or reduced hours, or for additional or reduced geographical areas).
2. In relation to the Entity's operation of unmanned aerial vehicles on or from the Land, copies of any revocation, suspension or termination of any approval, licence, or certification previously granted or issued to the Entity.

Date

**SIGNED** for and on behalf of the )  
[insert name of Entity] by its duly )  
authorised representative )

..... )  
Signature of Witness )

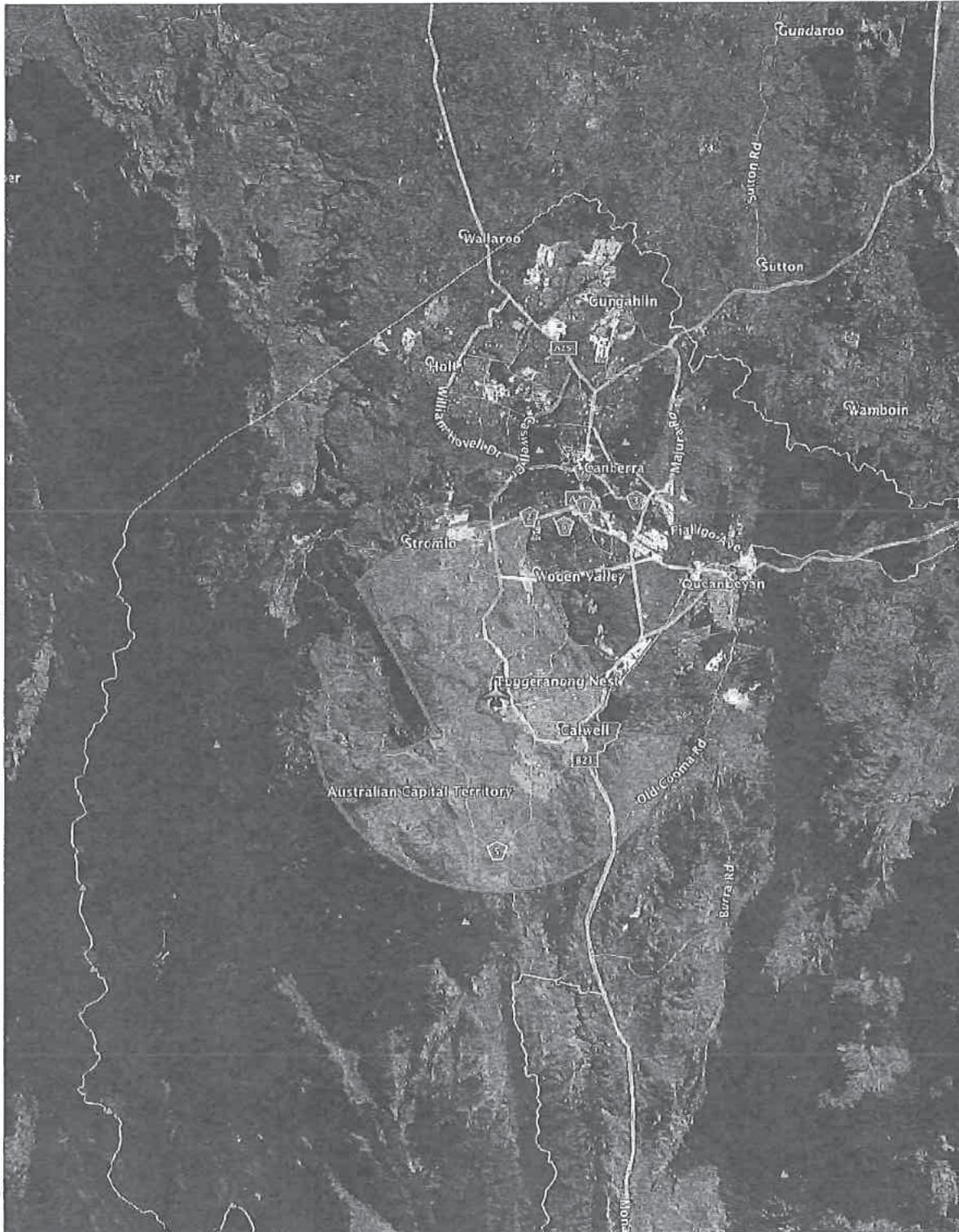
..... )  
Print Name

..... )  
Signature of Authorised Officer )

..... )  
Print Name



**ATTACHMENT D**  
Wing Operating Area



Note:  
Yarra Glen/Yamba Dr/Monaro Hwy form majority of irregularly-shaped NE boundary.

**DATE OF THIS LICENCE**

**SIGNED** for and on behalf of the  
**PLANNING AND LAND AUTHORITY**  
in the presence of:

[Redacted Signature]

Signature of Witness

Alexandra Magee  
Print Name

[Redacted Signature]

Signature of Authorised Officer

Geoffrey Rutledge  
Print Name

**SIGNED** for and on behalf of the  
**AUSTRALIAN CAPITAL TERRITORY**  
in the presence of:

[Redacted Signature]

Signature of Witness

Rebecca McLeod  
Print Name

[Redacted Signature]

Signature of Territory delegate

DIG-LESIA  
Print Name

**SIGNED** for and on behalf of  
**GOOGLE AUSTRALIA PTY LTD ACN**  
**102 417 032** in accordance with section  
127 of the *Corporations Act 2001* (Cth)

[Redacted Signature]

Print Name  
Authorised Signatory  
Google Australia Pty Ltd

2018.02.  
22  
09:26:36  
+11'00'

Signature of Director/Secretary

Print Name and Position





**AUSTRALIAN CAPITAL TERRITORY**

# **DEED OF VARIATION**

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<b>Dated</b>	<b>AUGUST 31, 2018</b>
<b>Parties</b>	<b>PLANNING AND LAND AUTHORITY</b> <b>AND</b> <b>AUSTRALIAN CAPITAL TERRITORY</b> <b>AND</b> <b>GOOGLE AUSTRALIA PTY LTD</b> <b>ACN 102 417 032</b>
<b>Title</b>	<b>VARIATION OF SECTION 303 LICENCE</b> <b>FOR USE OF UNLEASED TERRITORY</b> <b>LAND ON BLOCK 16 SECTION 46</b> <b>DIVISION OF GREENWAY</b>  <b>SDMS Licence ID Number: 3002</b>

**PARTIES:**            **PLANNING AND LAND AUTHORITY**, the body corporate established by Section 10 of the *Planning and Development Act 2007 (ACT)* for and on behalf of the Commonwealth of Australia (“Authority”).

**AUSTRALIAN CAPITAL TERRITORY**, the body politic established by Section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cwlth) (Territory)* represented by the Territory and Municipal Services Directorate.

**Google Australia Pty Ltd**, ACN 102 417 032 in accordance with section 127 of the Corporations Act 2001 (Cth)

---

## **BACKGROUND**

- A.     The Territory and the Licensee executed a Licence (**Agreement**) on 22 February 2018 wherein the Territory agreed to grant a licence in relation to Bock 16 Section 46 Division of Greenway (**Property**) to the Licensee on the terms and conditions contained in the Agreement.
- B.     The parties have agreed to vary the Agreement in accordance with the terms of this Deed.

---

**IT IS AGREED** by the parties as follows.

### **1.     Effective Date**

The variations to the Agreement described in this Deed, take effect from the date of this Deed of Variation.

### **2.     Variation:**

- 1.     Item 5 of the Schedule 1 to the Agreement is deleted and replaced with “From the date of this licence until 15 February 2019”.

SIGNED AS A DEED ON 29 August .....2018

**SIGNED** for and on behalf of the )  
 )  
**PLANNING AND LAND AUTHORITY** )  
in the presence of:

.....  
Signature of witness

.....  
Signature of Authorised Officer

Geoffrey Rutledge  
Print name

KIERAN IVES  
Print name

**SIGNED** for and on behalf of the )  
 )  
**AUSTRALIAN CAPITAL TERRITORY** )  
in the presence of:

.....  
Signature of witness

.....  
Signature of Territory delegate

DIGLESIAS  
Print name

Leanne Kateb-Dumic  
Print name

**SIGNED** for and on behalf of  
**GOOGLE AUSTRALIA PTY LTD ACN 102 417 032** in accordance with section 127 of the Corporations Act 2001 (Cth) in the presence of:

)  
)  
)



Authorized Signatory  
Google Australia Pty Ltd

2018.08.30  
09:49:12  
+08'00'

.....  
Signature of authorised officer\*  
\*delete whichever is not applicable (see note below)

.....  
Signature of witness

.....  
Print name and position

.....  
Print name

.....  
Signature of second authorised officer\*  
\*see note below

.....  
Print name and position



**Note:**

- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Individual: Must be signed by the individual Lessee or Licensee and witnessed.
- Incorporated Association: Must be signed in accordance with the Lessee's or Licensee's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.
- Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Lessee's or Licensee's constitution.

# APPLICATION FOR THE GRANT OF A LICENCE

(3 Party)

## PART 1 – LICENSEE and APPLICANT DETAILS

LICENSEE (*as is to appear on Licence*)

NAME	Google Australia Pty Ltd
A.C.N. or A.B.N.	ACN: 102417032
POSTAL ADDRESS	48 Pirrama Rd, Pyrmont NSW 2009, Australia
PHONE NUMBER	61 2 9374 4000

APPLICANT (*if different from Licensee*)

NAME	
POSTAL ADDRESS	
PHONE NUMBER	

BRIEF DESCRIPTION OF ORGANISATIONS ACTIVITIES/SERVICES

Operation of a commercial drone delivery service, with associated testing and food preparation activities.

## PART 2 - THE PROPOSAL

PROPOSED USE OF LAND

Project Wing will create a fenced in area on which temporary buildings and equipment will be placed. This equipment comprises:

- Drone operations equipment (e.g. small takeoff/landing/charging pads)
- Office & operations spaces
- Storage areas
- Food preparation trailers
- Associated support equipment (e.g. portable toilets, rubbish bins, etc.)

## PART 3 - BLOCK DETAILS

BLOCK \_\_\_\_\_ 16 \_\_\_\_\_

SECTION \_\_\_\_\_ 46 \_\_\_\_\_

DIVISION/DISTRICT \_\_\_\_\_ Greenway \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_



DEVELOPMENT APPLICATION No (If applicable) DA - \_\_\_\_\_

**INSURANCE DOCUMENTS:**

From 1 October 2005, the level of public liability insurance required by a proposed licensee of unleased Territory land is now determined by a legislated process.

Under this legislation in general terms, the licensee will be required to:

1. **Submit a Certificate of Currency of insurance to the custodian department;**  
\*\*Your insurance Policy must be approved by the ACT Insurance Agency (ACTIA) and a copy of that approval is required to be submitted to EPSDD\*\*
2. **Nominate each and all of the proposed activities on Territory land or premises;**  
\*\*EPSDD will incorporate those activities in a schedule to the licence (Activity Schedule)\*\*
3. **If the Public Liability Activities rating is higher than 7, a risk management plan may be required: \*\*EPSDD will let you know about this after submission of the application\*\***

**\*AN APPLICATION FEE IS APPLICABLE\***

SIGNED: \_\_\_\_\_ 2018.01.  
DATE: \_\_\_\_\_ 18  
\_\_\_\_\_ 21:33:40  
\_\_\_\_\_ +11'00'  
Authorized Signatory  
Google Australia Pty Ltd

**REQUIREMENTS & CHECKLIST**

- |  |                              |
|--|------------------------------|
| A letter from the land custodian supporting lodgement of the Application for the Grant of a Licence            | <input type="checkbox"/> Yes |
| A copy of the Companies/Associations Certificate of Incorporation or Registered Trading Name including ABN/ACN | <input type="checkbox"/> Yes |
| A plan showing the area of land and / or building being licensed including: Block boundaries / fences etc.     | <input type="checkbox"/> Yes |
| Public Liability Insurance documentation (Certificate of Currency)   | <input type="checkbox"/> Yes |
| Application fee paid   | <input type="checkbox"/> Yes |



# LICENCE – DEED OF VARIATION

(3 Party)

## PART 1 – LICENSEE and APPLICANT DETAILS

*LICENSEE (as is to appear on Licence Variation – Licensee name cannot change from original Licence approval)*

NAME	Google Australia PTY LTD
A.C.N.	102 417 032
POSTAL ADDRESS	48 Pirrama Road, Level 5, Sydney NSW 2009
PHONE NUMBER	02 93744000

*APPLICANT (if different from Licensee)*

NAME	
POSTAL ADDRESS	
PHONE NUMBER	

### BRIEF DESCRIPTION OF ORGANISATIONS ACTIVITIES/SERVICES

*Trial the use of drones to deliver products.*

## PART 2 - THE PROPOSAL

### PROPOSED USE OF LAND

*Access, use, occupy and make improvements to the Land to establish a temporary base of operations for a trial for the use of drones to deliver products.*

## PART 3 – VARIATION DETAILS

### WHAT TYPE OF VARIATION DO YOU SEEK

*Item 5 of the Schedule 1 to the Agreement is deleted and replaced with "From the date of this licence until 15 February 2019". – This will allow for the continued operation of the drone delivery trial to the first quarter of 2019.*

## PART 4 - BLOCK DETAILS

BLOCK: 18

SECTION: 46

DIVISION/DISTRICT: Greenway

STREET ADDRESS access from Rowland Rees Cres, Greenway, 2900

EXISTING LICENCE NUMBER: 3002

DEVELOPMENT APPLICATION No (if applicable): **N/A**

#### INSURANCE DOCUMENTS:

From 1 October 2005, the level of public liability insurance required by a proposed licensee of unleased Territory land is now determined by a legislated process.

Under this legislation in general terms, the licensee will be required to:

1. **Submit a Certificate of Currency of Insurance to the custodian department;**  
\*\*Your insurance Policy must be approved by the ACT Insurance Agency (ACTIA) and a copy of that approval is required to be submitted to EPSDD\*\*
2. **Nominate each and all of the proposed activities on Territory land or premises;**  
\*\* EPSDD will incorporate those activities in a schedule to the licence (Activity Schedule)\*\*
3. **If the Public Liability Activities rating is higher than 7, a risk management plan may be required: \*\* EPSDD will let you know about this after submission of the application\*\***

#### **\*AN APPLICATION FEE IS APPLICABLE\***

SIGNED:



Authorised Signatory

DATE: 1 September 2018

#### REQUIREMENTS & CHECKLIST

A letter from the land custodian supporting lodgement of the Application to vary a Licence:	Yes
A copy of the Companies/Associations Certificate of Incorporation or Registered Trading Name including ABN/ACN:	Yes
A plan showing the area of land and / or building being licensed including: Block boundaries / fences etc:	Not Applicable – As per current licence no. 3002
Public Liability Insurance documentation (Certificate of Currency):	Yes
Application fee paid:	Yes



# LICENCE – DEED OF VARIATION

(3 Party)

## PART 1 – LICENSEE and APPLICANT DETAILS

**LICENSEE** (as is to appear on Licence Variation – Licensee name cannot change from original Licence approval)

<b>NAME</b>	Google Australia PTY LTD
<b>A.C.N.</b>	102 417 032
<b>POSTAL ADDRESS</b>	48 Pirrama Road Sydney, NSW 2009 Australia
<b>PHONE NUMBER</b>	02 9374 4000

**APPLICANT** (if different from Licensee)

<b>NAME</b>	
<b>POSTAL ADDRESS</b>	
<b>PHONE NUMBER</b>	

### BRIEF DESCRIPTION OF ORGANISATIONS ACTIVITIES/SERVICES

*Trial the use of drones to deliver products.*

## PART 2 - THE PROPOSAL

### PROPOSED USE OF LAND

*Access, use, occupy and make improvements to the Land to establish a temporary base of operations for a trial for the use of drones to deliver products.*

## PART 3 – VARIATION DETAILS

### WHAT TYPE OF VARIATION DO YOU SEEK

*Item 5 of the Schedule 1 to the Agreement is deleted and replaced with “From the date of this licence until 15 February 2019”. – This will allow for the continued operation of the drone delivery trial to the first quarter of 2019.*

## PART 4 - BLOCK DETAILS

**BLOCK:** 16

**SECTION:** 46

**DIVISION/DISTRICT:** Greenway

**STREET ADDRESS** access from Rowland Rees Cres, Greenway, 2900

**EXISTING LICENCE NUMBER:** 3002

**DEVELOPMENT APPLICATION No** (If applicable): **N/A**

### **INSURANCE DOCUMENTS:**

From 1 October 2005, the level of public liability insurance required by a proposed licensee of unleased Territory land is now determined by a legislated process.

**Under this legislation in general terms, the licensee will be required to:**

1. **Submit a Certificate of Currency of insurance to the custodian department;**  
\*\*Your insurance Policy must be approved by the ACT Insurance Agency (ACTIA) and a copy of that approval is required to be submitted to EPSDD\*\*
2. **Nominate each and all of the proposed activities on Territory land or premises;**  
\*\* EPSDD will incorporate those activities in a schedule to the licence (Activity Schedule)\*\*
3. **If the Public Liability Activities rating is higher than 7, a risk management plan may be required: \*\* EPSDD will let you know about this after submission of the application\*\***

**\*AN APPLICATION FEE IS APPLICABLE\***

**SIGNED:**

---

**DATE:**

---

### **REQUIREMENTS & CHECKLIST**

A letter from the land custodian supporting lodgement of the Application to vary a Licence:	<b>Yes</b>
A copy of the Companies/Associations Certificate of Incorporation or Registered Trading Name including ABN/ACN:	<b>Yes</b>
A plan showing the area of land and / or building being licensed including: Block boundaries / fences etc:	<b>Not Applicable – As per current licence no. 3002</b>
Public Liability Insurance documentation (Certificate of Currency):	<b>Yes</b>
Application fee paid:	<b>Yes</b>

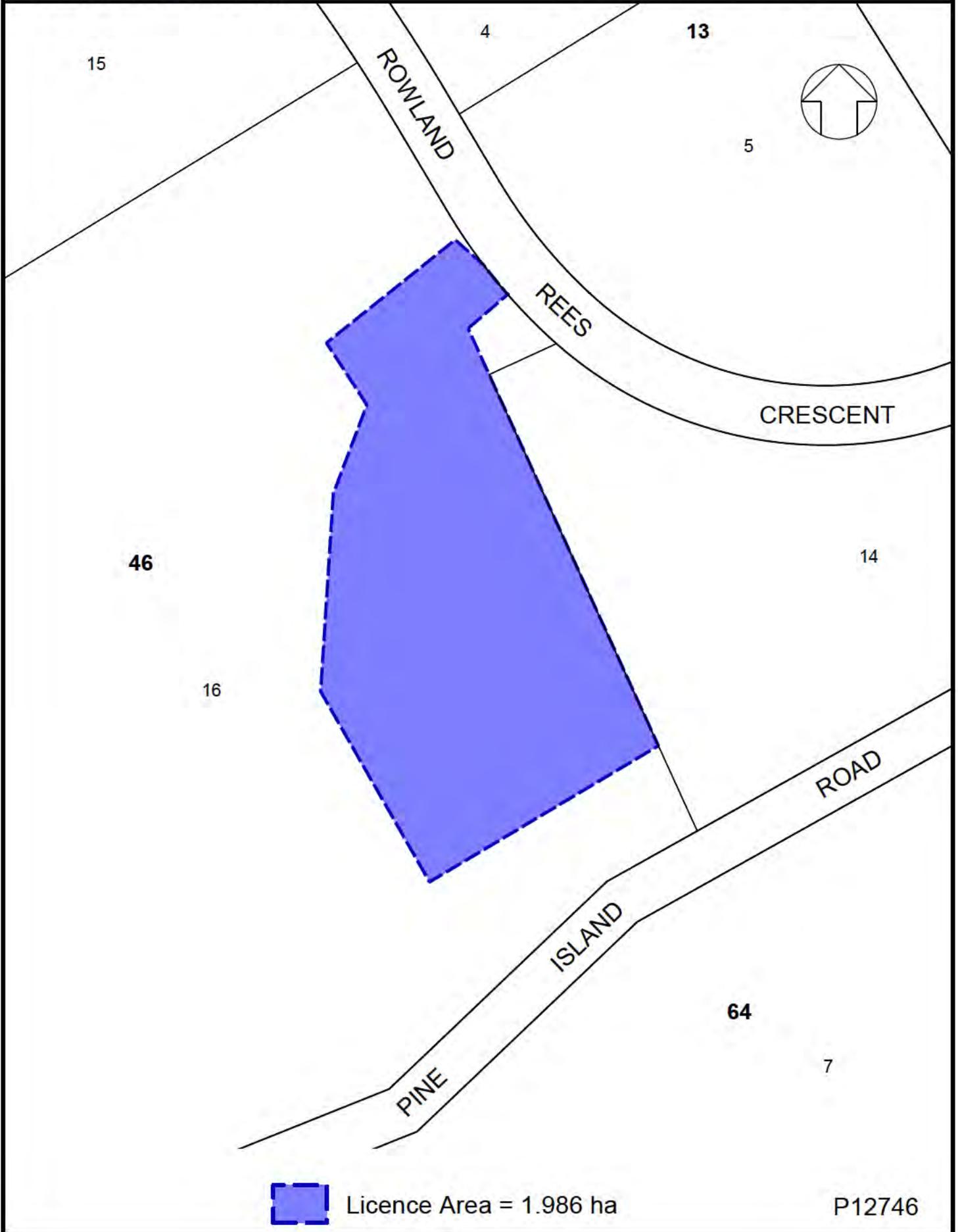
LICENCE : 3002

DIVISION: GREENWAY

DATE: 16/1/2018

SECTION NUMBER: 46

BLOCK NUMBER: 16



**From:** [Ward, Keith](#)  
**To:** [Yule, Kelly-Jane](#)  
**Cc:** [Bradford, James](#)  
**Subject:** RE: CMTEDDFOI2018-0252 - Document Search - Project Wings - Due 25 September 2018 (no se complaints) [SEC=UNCLASSIFIED]  
**Date:** Monday, 24 September 2018 11:53:16 AM  
**Attachments:** [image001.png](#)

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Hi Kelly

In response to the above FOI request I can provide you with the following results / information relating to complaints

**Royalla** – Number of complaints relating to noise 1

Please note that the complainant lodged the same complaint with the Complaints Management Team and the Ministers Office. There are 2 separate incidents in CRM for tracking purposes.

**Bonython** – Number of complaints relating to noise 9

There were a further 11 incidents recorded that are outside the scope of the request but relate to Drones in the ACT.

Keith





Reference No	Date	Date Closed	Status	Suburb	Issue	CMT cat	Subject	Queue	Category	Comment Category	Form Type	Source
150902-000254	02/09/2015	No Value	Forwarded to SME		Permission for use	No Value	Permission for UAV Flight	External Agency	Tourism, Arts & Culture > National Arboretum	Request for Information	Ask a Question	End-User pages
160205-001634	05/02/2016	05/02/2016 02 35 PM	Resolved	Civic	Privacy	No Value	Drone in Civic	AC - Feedback Team	Law & Order > Other	Request for Information	Ask a Question	End-User pages
170314-002079	14/03/2017	14/03/2017 01 29 PM	Resolved		Damage to Roof	No Value	Paul wanted to make a complaint about a drone that fell on his roof and he said it was being flown by a public servant Paul was given the Air Services Australia number for further assistance	EPD - Customer Services	Land, Planning & Building > Other	No Value	EPD Customer Services	CX Console
170820-000007	20/08/2017	No Value	Forwarded to SME		Ban Recreational Use	No Value	Drones - outlaw recreational use	AC - Feedback Team	Law & Order > Other	Complaint	Ask a Question	End-User pages
171002-000477	02/10/2017	10/10/2017 11 09 AM	Resolved		Regulation / Guidelines	No Value	Feedback for Answer ID 4296 (Rated: Not Helpful)	AC - Websites	Law & Order	Request for Information	Website Feedback	End-User pages
180124-002059	24/01/2018	30/01/2018 12 49 PM	Action Not Required		Regulation / Guidelines	No Value	Feedback for Answer ID 4296 (Rated: Not Helpful)	AC - Websites	Access Canberra's Services to You	Suggestion	Website Feedback	End-User pages
180205-001310	05/02/2018	06/02/2018 03 57 PM	Resolved	Tuggeranong	Consultation / Noise	Environmental -> Noise vehicles	Noise Complaint - Commercial Drones - 8686 Monaro Highway Tuggeranong	Complaints management	Environment & Heritage > Air Pollution & Noise	Complaint	CMT - Complaints Management Team	CX Console
180223-000699	23/02/2018	26/02/2018 12 48 PM	Resolved		Regulation / Guidelines	No Value	Use of drones in the ACT	AC - Websites	Government	Request for Information	Website Feedback	End-User pages
180305-002312	05/03/2018	11/04/2018 05 05 PM	Resolved	Bonython	Consultation / Noise	No Value	Pilot drone deliveries	AC - Feedback Team	Access Canberra's Services to You > Other	Request for Information	Ask a Question	End-User pages
180411-002062	11/04/2018	07/05/2018 03 04 PM	Resolved	Tuggeranong	Consultation / Noise	Environmental -> Noise mechanical plants and equipment	2018/001770-J Goodall - Noise Complaint - Commercial Drones - Monaro Highway Tuggeranong	Complaints management Ministerials	Environment & Heritage > Air Pollution & Noise	Complaint	CMT - Mcomplaint	CX Console
180528-000649	28/05/2018	30/05/2018 11 20 AM	Resolved		Regulation / Guidelines	No Value	Drone	AC - Websites	Contact Centre > Project Wing (drone delivery)	Request for Information	Website Feedback	End-User pages
180529-000597	29/05/2018	30/05/2018 05 19 PM	Resolved		Permission for Use	No Value	Flying Drones in Australia	AC - Call Centre	Access Canberra's Services to You > Email	Request for Information	Generic Feedback - Call Centre	CX Console
180808-000856	08/08/2018	13/08/2018 08 51 AM	Resolved	Bonython	Noise	Environmental -> Noise mechanical plants and equipment	Noise Complaint - Drone Trial - Bonython	Complaints management	Environment & Heritage > Air Pollution & Noise	Complaint	CMT - Contact Centre	CX Console
180810-001230	10/08/2018	10/08/2018 02 04 PM	Resolved	Tidbinbilla	Permission	No Value	Use of Drones in Tidbinbilla	External Agency	Environment & Heritage > Tidbinbilla Nature Reserve	Request for Information	Ask a Question	End-User pages
180813-000349	13/08/2018	13/08/2018 11 22 AM	Resolved	Bonython	Noise	Environmental -> Noise mechanical plants and equipment	Noise Complaint - Drone Trial - Bonython	Complaints management	Environment & Heritage > Air Pollution & Noise	Complaint	CMT - Contact Centre	CX Console
180826-000040	26/08/2018	29/08/2018 02 47 PM	Action Not Required	Bonython	Noise	Environmental -> Noise mechanical plants and equipment	Noise Complaint - Wings drone delivery - Trial in Bonython	Complaints management	Environment & Heritage > Air Pollution & Noise	Complaint	Ask a Question	End-User pages
180826-000030	26/08/2018	30/08/2018 07 44 AM	Resolved	Bonython	Noise	Environmental -> Noise vehicles	DRONES - BONYTHON	Complaints management	Fix My Street > Air Pollution & Noise	Request for Service	Fix My Street	End-User pages
180826-000140	26/08/2018	27/08/2018 11 32 AM	Resolved	Bonython	Noise	Environmental -> Noise vehicles	DRONES - BONYTHON	Complaints management	Fix My Street > Air Pollution & Noise	Request for Service	Municipal Services Form - Call Centre	CX Console

<b>Row Labels</b>	<b>Count of Issue</b>
Ban Recreational Use	1
Consultation / Noise	3
Damage to Roof	1
Noise	5
Permission	1
Permission for use	2
Privacy	1
Regulation / Guidelines	4
(blank)	
<b>Grand Total</b>	<b>18</b>

<b>Row Labels</b>	<b>Count of Suburb</b>
Bonython	6
Civic	1
Tidbinbilla	1
Tuggeranong	2
(blank)	
<b>Grand Total</b>	<b>10</b>