

# TIPES Guide for Applicants and Terms and Conditions



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3.0	Section 11 - Clarification of ARRB's ownership Section 12 – Introduction of a royalty free licence Section 16A - Removed		

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## 1. Introduction

The Transport Infrastructure Product Evaluation Scheme (TIPES) is administered by ARRB. Applications for registration of products under TIPES must be made on the application form in Attachment A.

Applications are subject to the terms and conditions set out in this Guide and in the attached terms. ARRB reserves the right to amend the terms from time to time as it sees fit.

Intending applicants should read the terms to familiarise themselves with the requirements and procedures before making an application.

FURTHER INFORMATION CAN BE OBTAINED FROM:

**ARRB Group Limited**

123 Sandgate Road

Albion, QLD 4010

Phone: (07) 3260 3500

[TIPES@arrb.com.au](mailto:TIPES@arrb.com.au)

[www.arrb.com.au/TIPES](http://www.arrb.com.au/TIPES)

## 2. Background of the scheme

TIPES is designed for the technical evaluation of Products that fall outside the scope of established standards and specifications. In its current form, TIPES is intended for the assessment of road pavement construction Products. Products in the context of this Guide may refer to innovative technologies, products, equipment and processes.

The scheme is administered by ARRB on a full cost recovery basis through the fees paid by applicants. At this stage, the scheme is a mechanism by which applicants can obtain an independent evaluation and an expert technical opinion of new Products. This information can be provided to various state road agencies with the potential to reduce the need for separate evaluations of an Applicant's Product for multiple agencies.

The Queensland Department of Transport and Main Roads commenced using TIPES in 2013-14, with the first Products already being evaluated. The pilot for a national scheme being administered by ARRB commenced in October 2013.

TIPES is a national scheme endorsed by all Australian State and Territory road agencies as well as IPWEA (Qld) and the Queensland Local Roads Alliance.

The applicant acknowledges and agrees that ARRB does not make any representation that endorsement of TIPES by any state road authority or body, or by any other government or semi-government authority or by any other entity, or that evaluation and/or certification under TIPES of a Product will gain acceptance of that Product for any particular authority or body or any particular market or purchaser.

### 3. Definitions

The following are definitions of key terms used throughout this Guide:

**Application:** The form of application in Attachment A.

**Application Fee:** The non-refundable fee listed in Attachment B.

**Independent Technical Expert:** A person who:

- a. has expert knowledge in the particular field
- b. is not at the date of this Application, and has not ever been involved in any way with the invention, design, production, manufacture, sale or distribution of the Product
- c. has no present or past pecuniary or other interest in the manufacture or sale of the Product or any relationship, direct or indirect, with the supplier or manufacturer of the Product.

**Initial Assessment Fee:** The non-refundable fee listed in Attachment B.

**Intellectual Property** means all copyright, patents, and industrial and intellectual property rights of whatever nature, including without limitation all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered designs, confidential information, circuit layouts, and all other rights resulting from intellectual activity.

**Product:** Technologies, products, equipment or processes submitted for evaluation under the Transport Infrastructure Product Evaluation Scheme administered by ARRB.

**Product Evaluation Panel:** The persons appointed by ARRB to make an initial assessment of a Product.

**Register:** The register of Technical Opinions maintained by ARRB for Products evaluated under the Transport Infrastructure Product Evaluation Scheme.

**Registered Product:** A Product in respect of which a Technical Opinion has been placed on the Register.

**Registered Testing Authority:**

- a. an authority registered by the National Association of Testing Authorities (NATA) to test in the relevant field; or
- b. an organisation outside Australia recognised by NATA through a mutual recognition agreement.

**Schedule of Fees:** The Schedule of Fees (Attachment B) for the application, publication, renewal, and the inclusion of information in the Register as determined by ARRB from time to time.

**Technical Assessment:** The Technical Assessment of a Product by a panel of Independent Technical Experts.

**Technical Opinion:** A Technical Opinion by a panel of Independent Technical Experts in relation to a Product that is released by ARRB.

## 4. General

ARRB shall decide if the Technical Opinion for a product will be registered after consideration of recommendations made by the Product Evaluation Panel and Independent Technical Experts.

Until the Technical Opinion for a Product is placed on the Register the Applicant must not claim or imply that the Product is a Registered Product.

The Applicant may only state that a Product is a Registered Product if the Applicant also states, at the same time, the registration certificate number of the Registered Product.

The Applicant may make copies of the complete certificate of registration including all its terms and conditions. Misleading use of the certificate or reference to a Registered Product may result in suspension of the registration.

The Applicant must advise ARRB within 14 days of the occurrence of any material change to a Registered Product including, but not limited to, material supply changed, quality control method altered, technical data altered or ownership of the Registered Product transferred. Upon such advice, ARRB shall determine if, and to what extent, review of the Registration is necessary. The cost of such a review shall be borne by the Applicant.

If a Product may only be installed under licence granted by the owner of the Product, or by any person authorised by the owner to licence the Product, the Application must include a list of licensees. The Applicant must inform ARRB in writing of all changes to this list within 30 days of a change occurring.

## 5. Technical assessment process

There are three separate phases in the assessment process, with a hold point at the end of each phase. Work on each successive stage shall not proceed beyond the hold point without written confirmation from the Product Evaluation Panel and the Applicant.

During the assessment should there be the need to modify the system defined by the Applicant (for example as a result of failure of the system to meet the requirements) the content of the assessment and additional work required shall be reconsidered by ARRB.

**A flowchart outlining the TIPES process is shown in Figure 1.**

### PHASE 1: APPLICATION

The Application is submitted using the form in **Attachment A** with payment of the Application Fee.

The Application and supporting documentation is reviewed and assessed by ARRB.

The Applicant is advised if the Application and supporting documentation is adequate and the application can progress to Phase II.

## PHASE 2: INITIAL ASSESSMENT

The Applicant pays the Initial Assessment Fee listed in **Attachment B**.

ARRB appoints a Product Evaluation Panel. The Product Evaluation Panel members assess the application and documentation provided by the Applicant and specify any additional testing required (laboratory or otherwise). The Applicant is informed of any additional testing requirements.

The Applicant supplies the test results for the required additional tests to the Product Evaluation Panel.

Based on the information provided by the Applicant, the Product Evaluation Panel provides a written opinion, as to whether the Product has sufficient potential to be considered by road agencies for inclusion in a Field Performance Trial. The opinion of the Product Evaluation Panel will include a description of the requirements for the Field Performance Trial.

The Applicant is to negotiate a field trial with a road authority and inform the Product Evaluation Panel of a proposed suitable trial. The Product Evaluation Panel determines if the proposed trial site is suitable to commence Phase III.

## PHASE 3: FIELD PERFORMANCE TRIAL

The Product Evaluation Panel develops an evaluation plan for the Field Performance Trial and assesses the amount of the Field Performance Trial Assessment Fee having regard to the specific evaluation plan.

The Applicant pays the Field Performance Trial Assessment Fee. The amount of the fee is Product specific and will depend on the particulars of the trial.

An indicative cost is provided in the Schedule of Fees in **Attachment B**.

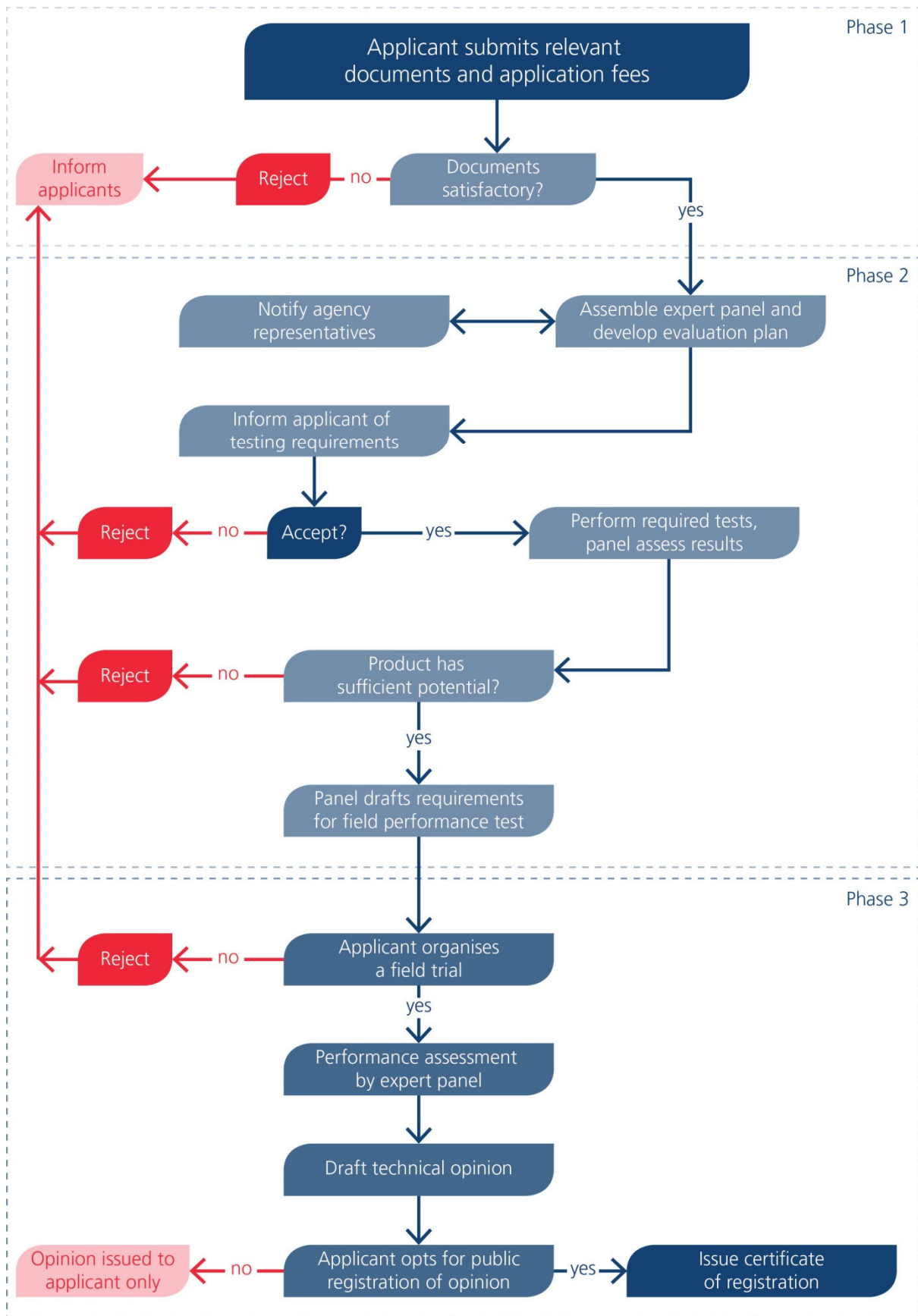
The Product Evaluation Panel observes the use/installation of the Product at the Field Performance Trial.

The Product Evaluation Team monitors the Field Performance Trial as required over its agreed duration, where possible long enough to understand a product life-cycle.

At the end of the Field Performance Trial, the Product Evaluation Team assesses the performance of the Product based on the outcomes and all data gathered during the evaluation process.

A Technical Opinion on the performance of the Product is prepared. The Technical Opinion is registered and a certificate of registration is issued to the Applicant





**Figure 1: TIPES process**



## 6. Application for product evaluation

The following information shall be provided by each Applicant on or attached to the Application:

- a. the Applicant's legal entity name including Australian Company Number and/or Australian Business Number, as appropriate, the number of years in business operation and the name of a contact person, the Applicant's business address and full contact details, telephone, fax and email
- b. the Product name and any other name(s) commonly used to refer to it
- c. full details of the ownership of all intellectual property in the Product including, if applicable, details of patent, trademark, or design registrations
- d. if the Applicant is not the owner of any intellectual property in the Product, details of the right/entitlement of the Applicant to use the Product, including licences or sub-licences
- e. the name and address of the manufacturer or supplier of the Product and the location(s) where the Product is produced/manufactured
- f. a current valid Australian materials Safety Data Sheet (SDS) issued for the Product (where applicable). If the product or components of the product are imported, the applicant is responsible to ensure that the SDS of the imported product complies with Australian SDS requirements. If an overseas SDS is not compliant, the applicant must prepare one in accordance with the relevant Australian regulations, such as: the Code of Practice for the Preparation of Safety Data Sheets for Hazardous Chemicals
- g. a full description of the Product, including details of the composition and/or components, properties and tolerances, and process details as applicable
- h. the intended purpose and use for the Product
- i. details of the use of the Product and where appropriate, suggested instructions or conditions for its transportation, use and maintenance
- j. specific applications and benefits of use of the Product in respect of which registration is sought and which are to be evaluated. Claimed performance of the product is to be substantiated with evidence from laboratory/bench testing and/or field trials
- k. details on the range of traffic and environmental conditions (e.g. traffic, loading and/or environmental) for which the Product is deemed suitable and in respect of which registration is sought
- l. copies of all original test results identified by author and date in evidence of the claimed performance of the Product
- m. copies of all original data on past performance of the Product in Australia and/or overseas identified by author and date
- n. an original signed statement by the author of any supporting documentation prepared for or used in connection with the Application by an expert adviser,

- verifying the information supplied and providing full particulars of the qualifications and experience to qualify that person as an expert
- o. a description of the design/implementation process to enable the suitability of the product for specific design/implementation situations to be assessed and to customise/optimize the application of the Product for site-specific parameters
  - p. a business case outlining the economic or socio-economic benefits of the Product compared to conventional alternatives
  - q. a schedule listing all documentation supplied with the Application
  - r. additional copies in electronic media of all supporting documentation including specification and data sheets for the Product
  - s. suggested experts to be considered by ARRB in selecting a Product Evaluation Team and any preferences regarding the location of field trials, having regard to their proximity to sources of supply and potential markets and other relevant factors
  - t. the level of quality assurance in place for the manufacture and installation of the Product being either:
    - Level A Quality Assurance – where the Applicant supplies a Certificate of Audit of Quality Assurance from a Joint Accreditation System – Australia and New Zealand (JAS-ANZ) accredited Quality System Auditor, which confirms that an appropriate and effective Quality Assurance System as detailed in the ISO 9000 series standards was and is in place during the manufacture and installation of the Product.
    - Level B Quality Assurance – where the Applicant presents documented and other evidence to the satisfaction of ARRB that an acceptable unaudited quality system or procedure was and is in place during the manufacture and installation of the Product. As a guideline, such a Quality Assurance System should meet the requirements for ISO 9000 series certification, or equivalent scheme.

The application and supporting documentation is to be submitted in the form of an electronic copy to [tipes@arrb.com.au](mailto:tipes@arrb.com.au). It is also requested that the Applicant supply five (5) hard copies of the application, containing all the information listed above as well as any applicable supporting documentation. Where supporting documentation exceeds a reasonable size and/or length, electronic copies on each of five (5) USB flash drives may be included.

## 7. Payment of fees

The Applicant shall pay the applicable fees plus GST to ARRB for each phase in the technical assessment process. ARRB will issue a tax invoice for each fee payable.

All payments are to be made into the nominated ARRB bank account listed in the Schedule of Fees in Attachment B or as subsequently advised by ARRB.

The Application Fee is non-refundable. The nominated Application Fee may be increased by an amount that ARRB considers reasonable having regard to the additional administrative costs where all the required information is not submitted with the Application.

## 8. Review of application

ARRB shall promptly acknowledge receipt of an Application and payment of the Application Fee.

Within 28 days of the receipt date, ARRB shall:

- a. review the Application and supporting documentation
- b. where there is any deficiency in the Application or in the required documentation, ARRB will advise the applicant of the deficiency
- c. where applicable, specify any additional fee to cover increased administrative costs arising from such deficiency
- d. identify suitably qualified and experienced independent technical experts to comprise the Product Evaluation Panel
- e. advise the Applicant that ARRB is satisfied that the Application can proceed to the Initial Assessment Phase
- f. advise the Applicant of the composition of the Product Evaluation Panel and issue an invoice for the Initial Assessment Fee.

The Product Evaluation Panel shall comprise of persons having expert technical training, experience and knowledge in the relevant fields as determined by ARRB. ARRB will attempt to identify one qualified person representing potential users of the Product; depending on availability, this will typically be a representative of a state road agency, and two other expert persons from academic institutions, or from ARRB.

The Product Evaluation Team may, in appropriate circumstances, co-opt other experts as necessary and utilise resources of a Registered Testing Authority. The number and composition of the Product Evaluation Panel and the identity of the team leader, are to be determined by ARRB acting reasonably.

ARRB will establish the qualifications and independence of nominated experts prior to their appointment. Each member of the Product Evaluation Team must sign the declaration form in Attachment C prior to commencing the evaluation of the Product.

## 9. Initial assessment

The Applicant shall pay the Initial Assessment Fee in the Schedule of Fees in Attachment B.

ARRB shall assess the Applicant's production processes, material controls, records etc. to ensure that a consistent product is offered for sale. Where applicable, it is required that the Applicant's quality assurance system covers the manufacturing process as well as the installation process. The Applicant shall, where applicable, identify the approved manufacturer(s) as well as the approved installer(s) and ensure compliance with the quality system.

The scope of the initial assessment is limited to evaluation of the information submitted by the Applicant and laboratory evaluation. The aim of the initial assessment is to evaluate, and advise upon, whether the Product has sufficient potential to be recommended for further assessment in a Field Performance Trial. The technical evaluation plan for the product will be submitted to nominated representatives of participating state road agencies for comment.

As a guide, the evaluation should be completed within three to six months of the commissioning date, but this is dependent on the Applicant promptly submitting additional test results where required.

If desired, the Applicant may make a short presentation to the Product Evaluation Panel about the Product.

If any additional testing is considered necessary for the initial assessment, an evaluation plan will be submitted to the Applicant for consideration and response with any desired modifications accompanied by supporting documentation.

In finalising the evaluation plan, the Product Evaluation Panel will take the response of the Applicant and road agency representatives into account. Its decision is final and binding on the Applicant.

Additional required testing shall be performed by a Registered Testing Authority. ARRB shall advise the Applicant of the cost of additional testing and the Applicant must pay such costs promptly. Testing will not commence until the Applicant has made payment for the testing.

The Product Evaluation Panel will prepare a written advice on whether to recommend the Product for a Field Performance Trial including generic requirements for the trial.

Where the Product Evaluation Panel considers a Product to have a strong historical track record of performance as well as promising laboratory results, interim registration may be granted. Under this arrangement, it is a requirement that the field trial be constructed within six months of the issuing of interim registration. At the completion of the field trial, Products with interim registration will be issued a Technical Opinion as for any other Product, with a favourable opinion moving the Product to the final register and an unfavourable opinion leading to the removal of the interim certification.

## 10. Field performance trail

### FEE

The Field Performance Trial can commence once the Field Performance Trial Assessment fee has been paid. The amount of the fee depends on the particulars of the trial. An indicative fee is provided in the Schedule of Fees in Attachment B. The indicative fee estimate excludes the cost for any physical testing or construction.

### SITE

The Field Performance Trial shall be conducted at a site where the conditions are representative of the typical intended application of the Product.

## EVALUATION PLAN

An evaluation plan for the Field Performance Trial will be prepared by the Product Evaluation Panel and will be submitted to the Applicant for response with any desired modifications accompanied by supporting documentation.

In finalising the evaluation plan, the Product Evaluation Panel will take the response of the Applicant into account. Its decision is final and binding on the Applicant.

The evaluation of the performance of the Product at the trial will be monitored by the Product Evaluation Panel over an agreed period of time.

The evaluation will include observing the installation of the Product during the construction of the Field Performance Trial and periodic condition monitoring (e.g. visual inspections). Compliance with quality assurance procedures in the installation of the Product may also be assessed. Quality assurance data from the trial shall be submitted to the Product Evaluation Panel.

## 11. Technical opinion

When the Field Performance Trial is completed, the Product Evaluation Team will produce a draft Technical Opinion. The Technical Opinion shall comprise of four parts as follows:

- a. the name and address of the Applicant and the name and address of the manufacturer or originator of the Product
- b. a representation of the Product supplied by the Applicant with a description of the Product, its characteristics, reference to details or specifications for use, any precautions in handling, storage or use and benefits; where relevant, details of registered intellectual property rights in the Product and details of available licensing rights
- c. an objective technical evaluation based on laboratory and/or field measurements or tests relating to the performance of the Product. The report shall include (where applicable) details of: the standard test methods and standard specifications used in the assessment of the Product, the test conditions, the trials and inspections undertaken, the traffic loading and environmental conditions for which the Product was assessed, relevant details of local materials used, and a summary of other evidence examined
- d. a Technical Opinion of the suitability of the Product to transport infrastructure design, construction and maintenance activities including comments on likely applications and usage, as well as any known limitations of the Product and the conditions to which the Technical Opinion is subject.

The Technical Opinion shall be prepared in a format determined by ARRB and all evidence shall be referenced.

The draft Technical Opinion shall be submitted to the Applicant for comment and response. The Applicant must sign and return a copy of the draft Technical Opinion in acknowledgement

of receipt. Any modifications requested by the Applicant are to be provided in a marked-up and signed copy of the draft Technical Report accompanied by supporting documentation.

In addition, the draft Technical Opinion shall be submitted to all participating road agency representatives. Authorities are encouraged to submit comments with respect to the draft Technical Opinion. Any proposed modifications are to be provided in a marked-up and signed copy of the draft Technical Opinion accompanied by supporting documentation. Road agency representatives are not required to return signed copies of the draft, however there will be a minimum period of 21 days allowed before publishing the final Technical Opinion to allow for comments.

The comments and any requests made by the Applicant and road agency representatives will be considered by the Product Evaluation Panel. The final format and text of the Technical Opinion shall be decided by the Product Evaluation Panel whose decision is final and binding on the Applicant.

The Applicant must sign and return a copy of the final Technical Opinion in acknowledgement of receipt.

All data, information and writings (in any format) generated created or made by ARRB, alone or together with one or more others, as a result of Product Evaluation, Technical Assessment or Technical Opinion arising from or in connection with the Application and in relation to the technical evaluation of the Applicant's Product, including comments, notes, plans, proposals, outlines, design elements, forms, images, photos, sketches, drawings, text, works of art, ideas, source codes and any other work product of any kind, all edits and modifications to the foregoing and derivative works therefrom remain the property of ARRB.

## 12. Registration of technical opinion

Where the Technical Opinion is favourable to the Product, then, in such a case, following receipt of the signed Technical Opinion from the Applicant, ARRB shall approve the issue of a certificate of registration for the Technical Opinion. On payment of the Publication Fee ARRB will grant the Applicant a royalty free licence to use the Technical Opinion for the promotion or sale of the product but only for so long as the product is registered.

The Technical Opinion is expressly restricted to the Product having the composition, features and characteristics submitted for TIPES evaluation or as varied by the Applicant (and accepted by the panel) prior to the date of the Technical Opinion.

The Technical Opinion is not applicable to, or valid in respect of, any subsequent modification, variation, enhancement or redevelopment of the Product and any representation that the Technical Opinion is referable to any other product is expressly forbidden.

Where the Technical Opinion is not favourable to the Product, ARRB shall not approve a certificate of registration for the Technical Opinion, and its publication and distribution shall be restricted to persons within ARRB and the Product Evaluation Team. The Applicant must not

indicate that the Technical Opinion has been approved for registration, or that a certificate of registration has been issued in respect of the Technical Opinion.

**Note:** If a Product does not receive a favourable Technical Opinion, the Applicant may resubmit the Application for further evaluation. To authorise further evaluation, the Applicant must prove to ARRB that change(s) made to the Product are significant, address the issues raised in the unfavourable Technical Opinion and better substantiate the claims made by the Applicant for the Product in the Application. ARRB may agree to further evaluation of the Product on such terms and conditions as it determines in its absolute discretion.

## 13. Disclaimer

ARRB and its employees or agents involved in assessing the data and in the preparation and publication of a Technical Opinion do not accept any contractual, tortious or other form of liability (including negligence) for its contents or for consequences arising from its use.

Individuals or organisations using the information contained in the Technical Opinion should apply their own skill and judgement to any particular issue(s) which they are considering.

## 14. The register

The Register shall be maintained by ARRB and will be accessible on the ARRB website: [www.arrb.com.au/TIPES](http://www.arrb.com.au/TIPES).

The Register shall contain a copy of every current certificate of registration together with a schedule, listing all current certificates.

The schedule of current certificates shall be updated every three months, generally on the first (working) day of January, April, July and October of each year.

## 15. Deregistration

ARRB shall have authority to remove a Product from the Register if:

- a. changes to the Product are such that it no longer complies with applicable regulations
- b. there are changes to regulatory requirements for the Product
- c. the Product specifications have changed or support documentation has changed so as to render the documentation inapplicable
- d. changes to the Product are such that it no longer fits the description or composition of the registered Product
- e. ARRB is made aware of serious deficiencies in the performance of the Product over time.



ARRB shall have the authority to temporarily suspend the registration of a Product with immediate effect. Before a Product is permanently removed from the register, ARRB shall first provide written notification to the Applicant setting out the grounds on which it has come to that decision and the evidence on which it has relied, including where permitted, the source of the evidence, and giving the Applicant a period, reasonable in all of the circumstances, in which to respond.

The notice shall provide the Applicant with the opportunity to provide a written response with supporting evidence.

The notice shall also indicate if, in the reasonable opinion of ARRB, there are any actions that the Applicant can take to remedy the facts, matters or circumstances on which ARRB relies in deciding to deregister the Product.

ARRB will consider the response of the Applicant and any supporting documentation supplied and may seek additional response or material from the Applicant, or conduct further enquiries of its own, before making a final decision to deregister the Product.

The final decision, with reasons, will be provided in writing to the Applicant.

## 16. Dispute resolution

- a. This clause 16 shall survive despite the fact that the Application has been completed or has been withdrawn or terminated for any reason.
- b. If a dispute arises in connection with this agreement a party may give the other party a written notice specifying the dispute.
- c. Within 7 days after the notice is given, the parties (each represented by its chief executive officer or other person authorised by the party to bind it in connection with the dispute) must confer to resolve the dispute or to decide the method of resolving the dispute.
- d. Unless the parties otherwise agree, the dispute must be referred to a mediation if not resolved within 14 days after the notice is given.
- e. The parties must appoint a mediator within 21 days after the notice is given. If they fail to agree, the mediator must be nominated by the then current President of the Law Institute of Victoria or nominee. The mediation must be conducted in Victoria in accordance with the mediation rules of the Law Institute of Victoria no later than 30 days after the notice is given.
- f. The mediator assists in negotiating a resolution of the dispute. The mediator may not make a decision binding on the parties, unless the parties have so agreed in writing.
- g. The mediation ends if the dispute is not resolved within 10 days after the mediator's appointment.
- h. Each party must keep confidential:
  - i. any information or documents disclosed in the course of the mediation
  - ii. any discussions between the parties in the course of the mediation.

These may be used only to resolve the dispute.

- i. Unless disclosure is required by law:
  - i. each party must keep confidential all information about the existence, conduct, status or outcomes of the mediation and the terms of any mediation settlement agreement
  - ii. this information and these terms may be published or announced only with the consent of the parties and in terms agreed by them in writing.
- j. This clause 16 shall not apply to the following provisions:
  - i. all matters pertaining to the Product Evaluation Panel's expert technical opinion including, but not limited to, the details of the final specific evaluation plan and any decisions made in relation to it
  - ii. the number, composition and expert skill set of the Product Evaluation Panel
  - iii. the adequacy of the Applicant's supporting materials
  - iv. the final format and text of the expert technical opinion
  - v. the decision to register or deregister a Product
  - vi. all decisions in relation to whether the Product should proceed to subsequent phases of assessment
  - vii. all specified costs including non-refundable amounts
  - viii. all Terms and Conditions stipulated in this document as being at the absolute discretion of ARRB and/or the Technical Evaluation Panel or where the decision is final and binding on the Applicant.

## 17. Confidential information

The Confidential Information of the parties includes, but is not limited to:

- a. For the Applicant: All information submitted by the Applicant to ARRB in support of its Application including but not limited to technical material and user manuals, ingredients, methodology, know-how, methods of manufacture and all other information which is necessary to procure and produce the Applicant's Product.
- b. For ARRB: All data, information and writings (in any format) generated created or made by ARRB, alone or together with one or more others, as a result of Product Evaluation, Technical Assessment or Technical Opinion arising from or in connection with the Application and in relation to the technical evaluation of the Applicant's Product, including comments, notes, plans, proposals, outlines, design elements, forms, images, photos, sketches, drawings, text, works of art, ideas, source codes and any other work product of any kind, all edits and modifications to the foregoing and derivative works therefrom.
- c. Each party mutually covenants and agrees with the other that:
  - i. at no time prior to, during, or after the submission of the Applicant's Application will it divulge to any person any Confidential Information other than for the strict purpose of completing the Product assessment
  - ii. it will use its best endeavours to prevent the unauthorised dissemination, publication or disclosure of any Confidential Information including, if necessary, requiring assessment team members to sign declarations of confidentiality; and
  - iii. it will at all times keep all Confidential Information in a suitably safe and secure location and mark all such documents with the word Confidential or similar term.

## Attachment A – Application form

### Applicant details:

Product Name:		
Applicant's legal entity name:		
Applicants ACN/ABN:		
Business address:		
Contact person:		
Phone / Fax:		
Email:		
Manufacturer's name:		
Address:		
Phone / Fax:		
Email:		
QA level (refer Clause 6(t)):		
<i>Please attach all relevant supporting information as listed in section 6.</i>		

## Supporting information – checklist:

TIPES product application form – checklist		
1.	Entered all details on application form?	Y N
2.	Details of intellectual property ownership?	Y N
3.	If not IP owner, details of right/entitlement?	Y N
4.	Current valid Australian materials Safety Data Sheet (SDS)?	Y N
5.	Provided full description of the Product (composition, properties and tolerances, process details)?	Y N
6.	Outlined the intended purpose and use for the Product?	Y N
7.	Details of use and suggested instructions for transportation, use and maintenance?	Y N
8.	Specific applications and benefits of the Product to be evaluated?	Y N
9.	Details on range of traffic and environmental conditions for which the Product is deemed suitable?	Y N
10.	Attached copies of all original test results?	Y N
11.	Attached copies of original data on past performance of Product?	Y N
12.	Original signed statement by authors of supporting documentation?	Y N
13.	Provided description of design process to enable product assessment?	Y N
14.	Provided business case outlining economic benefits compared to alternatives?	Y N
15.	Provided schedule listing all documentation in application?	Y N
16.	Sent electronic copies of all supporting documentation?	Y N
17.	Provided suggested experts to be considered for Evaluation Panel?	Y N
18.	Level of Quality Assurance in place and evidence provided?	Y N

***By executing this Application, I warrant, agree and acknowledge:***

1. That I am fully authorised to do so by the Applicant and that the Applicant will thereby become bound by the terms and conditions, requirements and procedures contained in the Guide for the Transport Infrastructure Product Evaluation Scheme
2. Each of the statements in this Application and each of the statements contained in the supporting documentation supplied with this Application are true.
3. That, except as set out in this agreement ARRB/TIPES (specify which) has not made any and excludes all warranties, terms, conditions or undertakings, whether express or implied, written or oral, statutory or otherwise including any implied warranty of merchantability or of fitness for a particular purpose in respect of the Product. To the full extent permitted by the laws of the Commonwealth of Australia or of any State or Territory of Australia having jurisdiction, any conditions or warranties imposed by such legislation are hereby excluded. In so far as liability under or pursuant to legislation may not be excluded, such liability is limited at our exclusive option to resupply of services or the cost of such resupply;
4. Without limiting the generality of clause 3. to the full extent permitted by the laws of the Commonwealth of Australia and any State or Territory of Australia having jurisdiction, ARRB/TIPES will not be liable for any special, indirect or consequential damages arising under or pursuant to this agreement.
5. This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
6. 6 All Intellectual Property in the Product is owned by the Applicant or is otherwise duly licensed and authorised by or through the true the owner thereof to use and apply same in the Product and for the purposes of the Application.
7. The Applicant must satisfy itself through its own enquiries that the production and commercialisation of the Product will not infringe any third party's Intellectual Property rights.

*This Application form is to be signed by a Principal or a Director of a corporate applicant and who warrants he has full authority to execute this Application form and by such signature it shall become binding upon the Applicant.*

	Authorised Person		Witness
Signature		Signature	
Name:		Name:	
Position:		Position:	
Organisation:		Organisation:	
Date:		Date:	

*Please advise if the Applicant is a different legal entity or is a natural person.*

## Attachment B – Schedule of fees

**Note:** The fees shown in this Schedule are for technical assessment and evaluation of Products only. Costs associated with additional laboratory and field testing include, but are not limited to, costs associated with the construction of the Field Performance Trial sections. All such additional testing costs are to be paid by the Applicant in addition to the Application Fee and the Assessment Fees in this Schedule.

All fees shown exclude GST. GST included in a tax invoice for fees and other costs shall be paid on the same date and in the same manner as the fee or cost.

All fees and costs shall be paid by direct deposit into the bank account of ARRB listed below. Payment is not deemed made until the effects of a deposit are cleared.

Work on each of phase of the Product evaluation process shall only commence once all fees associated with the phase have been paid, and have been received by ARRB.

### TIPES SCHEDULE OF FEES

<b>Phase 1</b>	<b>Application Fee (non-refundable)</b>	<b>\$ 3,600.00</b>
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The non-refundable application fee is to be direct deposited into the ARRB nominated bank account. A copy of the remittance advice, together with the completed application form and required accompanying documentation is to be e-mailed to: [tipes@arrb.com.au](mailto:tipes@arrb.com.au).

An additional application fee may be charged and will be payable by the Applicant to cover additional administrative costs for ARRB, occasioned by any deficiency in the completion of the Application, as noted above.

<b>Phase 2</b>	<b>Initial Assessment Fee (non-refundable)</b>	<b>\$10,500.00</b>
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<b>Phase 3</b>	<b>Field Performance Trial Assessment Fee (indicative)</b>	<b>\$30,000.00</b>
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The indicative Field Performance Trial Assessment Fee is estimated based on the typical costs associated with the witnessing of the construction process, the periodic visual inspections of the field trial and the drafting of the final report and Technical Opinion document.

The Field Performance Trial Assessment Fee for a particular Product shall be determined by ARRB in consultation with the Product Evaluation Team and the Applicant.

<b>Phase 4</b>	<b>Publication Fee</b>	<b>\$500.00</b>
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### ARRB GROUP LTD BANKING DETAILS:

Bank	ANZ Ltd 2 Kingsway Glen Waverley VIC 3150
Account name	ARRB Group Ltd
BSB	013 326
Account Number	836 563 129



### CONFIDENTIALITY AND CONFLICT OF INTEREST DEED

#### Member of Expert Product Evaluation Panel

##### APPLICANT

(Owner of Confidential  
Information)

(Applicant)

Name of Applicant \_\_\_\_\_

ABN: \_\_\_\_\_

Authorised person: \_\_\_\_\_

Organisation: \_\_\_\_\_

Product: \_\_\_\_\_ (Product)

ARRB Group Limited (ABN 68 004 620 651) (ARRB)

Authorised person: \_\_\_\_\_

Position: \_\_\_\_\_

##### MEMBER OF EXPERT PRODUCT EVALUATION PANEL

(Recipient of Confidential  
Information)

Name of Member of Expert Production Evaluation Panel (Recipient)

Organisation: \_\_\_\_\_

##### EXECUTED AS A DEED POLL

Signature of

Authorised Person: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Organisation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Organisation: \_\_\_\_\_

Date: \_\_\_\_\_

I, the Recipient enter into this Deed Poll in consideration of my appointment to the Expert Product Evaluation Panel and HEREBY CONFIRM WARRANT AND UNDERTAKE for the benefit and in favour of the Applicant as follows:

- A. ARRB Group Ltd (ARRB) conducts the Transport Infrastructure Evaluation Scheme (TIPES) and in the course of doing so appoints an Expert Product Evaluation Panel (Panel) to assess the application and documentation provided by the Applicant (Application) in respect of the product specified therein (Product) and to provide a Technical Opinion on the performance of the Product.
- B. I have been appointed by ARRB to the Panel to evaluate the Product in reliance upon the warranties and on the obligations of confidentiality set out in this Deed and in the course of my participation as a member of the Panel I will become aware of additional confidential information provided by the Applicant or by third parties.
- C. I am not involved in any way with the development, production, manufacture, sale or distribution of the Product nor have I previously been so involved in any way with any competing product.
- D. I have no present pecuniary or other interest in the manufacture or sale of the Product or any competitive product.

## 1. NON-DISCLOSURE

1.1 I undertake to the Applicant that I will:

- (a) hold, treat and maintain the Confidential Information in full confidence, acknowledging it to be valuable property of the Applicant;
- (b) take all steps as may be necessary to safeguard the confidentiality of the Confidential Information including maintaining electronic security; and
- (c) not directly or indirectly disclose the Confidential Information to any third party without the prior written consent of the Applicant.

1.2 Upon receipt of written notice from the Applicant and/or ARRB:

- (a) I will immediately return to the Applicant all Confidential Information, and all notes, notebooks, lists, templates and all other materials (physical or electronic) containing, revealing, summarising, commenting on or referring to any part of the Confidential Information; and
- (b) I will not retain any copies of any part of the material referred to in Clause 1.2 (a) of this Deed in any form.

## 2. USE

2.1 I:

- (a) confirm that the sole use which I may make of the Confidential Information is to use the Confidential Information in my capacity as a member of the Panel for evaluation of the Product; and
- (b) undertake and agree that I must not use the Confidential Information other than as specified in this clause 2 without the prior written consent of the Applicant.

2.2 Any and all written materials in any form and intellectual property rights created by me in the course of evaluating the Product (Product IP) are to be owned by the Applicant.

2.3 In accordance with clause 2.2 above, I hereby assign all such Product IP to the Applicant. I will perform all such acts and execute all such agreements, assurance and other documents as the Applicant reasonably requires to perfect its rights in the product IP.

2.4 I will take reasonable steps to protect the Confidential Information and keep it secure from unauthorised access.

2.5 I will inform ARRB and the Applicant as soon as possible if:

- (a) I become aware or suspect that there has been any unauthorised disclosure or use; or
- (b) I am required to disclose the information by law.

## 3. LIMITATIONS

3.1 The obligations specified in clauses 1 and 2 do not apply to such part of the Confidential Information:

- (a) which I can establish that I was aware of prior to its receipt from the Applicant;
- (b) which I can establish is in the public domain (other than through a breach by me of my obligations under this Deed);
- (c) which I received from a third party entitled to disclose such information; or
- (d) which I am required by law to disclose and then only and to the extent necessary for such disclosure.

## 4. GENERAL

4.1 The laws of Victoria govern this Deed and I submit to the non-exclusive jurisdiction of the courts of that place.

4.2 This Deed will survive the completion of the evaluation of the Product or termination or expiry of my membership of the Panel.

## DEFINITIONS

In this Deed, unless a contrary intention appears:

**Confidential Information** means any information provided to me or that otherwise comes into my possession in the course of acting as a member of the Panel including, but not limited to, the Application and all other documentation (in any media), intellectual property, trade secrets and techniques of the Applicant, its client information or client names, any commercial or business information about the Applicant and how it operates, including financial information provided by the Applicant, and any further information or documentation provided to me by ARRB or by any third party, or is created by me in my capacity as a member of the Panel.

## Attachment D - TIPES website disclaimer

Except where expressly stated, ARRB/TIPES (ABN 68 004 620 651) ("we", "us" or "our") makes no representations about the currency, accuracy, suitability or reliability of any content and functionality including without limitation any data, information, material, images (moving and still), sound, graphics, software, hyperlinks, logos and trademarks, services and any other material contained in, provided as a result of or in connection with your use of, the Website ("Material"). The Material is provided "as is" and without warranties of any kind, either express or implied including without limitation implied warranties of merchantability and fitness for any particular purpose.

Any Material made available through the [arrb.com.au](http://arrb.com.au) website (Website) whether on the Website, as an email, or any other transmission is provided as general information only and should not be relied upon in place of professional or expert advice. If you place any reliance upon the Material, you do so solely at your own risk.

We, including our employees, officers, agents and contractors and their employees, officers, partners, agents and contractors do not warrant that the function of, or access to, the Website will be uninterrupted or error free, that any defects will be corrected or that any Website or server which stores and transmits any Material will be free of viruses or any other harmful components. We accept no responsibility for or liability in respect of such interruption, errors, defects, viruses or harmful components.

To the full extent permitted by law we exclude any terms, conditions or warranties in relation to the Website and any Material. In so far as liability pursuant to legislation may not be excluded, such liability is limited, at our discretion, to the resupply of any service again or payment of the cost of having the service performed again.

To the full extent permitted by law we shall not be responsible or liable for any loss or damage howsoever caused whether under statute, in contract, tort (including negligence) or otherwise (including without limitation any direct, indirect or consequential loss or damage, loss of profits, loss of data or loss of opportunity) whatsoever connected with, or arising as a result of any person acting or refraining from acting in reliance of the Material, accessing or using the Website or any associated website links.

This Website may display links third party websites or contain material from them. We make no warranties or representations concerning the quality, completeness or accuracy of any such third party material on this Website or accessed through it, or that such third party material does not infringe the intellectual property rights of any person or entity. We do not authorize the reproduction of third party material by any means or in any form. We do not endorse or approve of the content of any third party material or the conduct of third party websites. Accessing third party websites and using or relying upon any third party material is solely at your own risk. We accept no responsibility for, nor will we be liable for, any loss or damage whatsoever suffered or arising from your accessing using or reliance upon third party material