

Agreement Synopsis, Context and Review

Sector:	Water
Name of Agreement:	Master Rights Agreement
Type of Agreement:	Master Rights Agreement
Year of Agreement/ Draft:	2009
Principal Author(s) Reviewed by:	Clayton Utz Victoria Rigby Delmon, LEGPS, World Bank; Luiz Alcoforado, LEGPS, World Bank
Purpose and Context:	This Master Rights Agreement (<i>MRA</i>) was developed as part of the State of Victoria's decision to grant, or procure the grant of, the rights to use the Desalinated Water Supply System (<i>DWSS</i>) for the purpose of performing the Operation & Maintenance (<i>O&M</i>) Activities to the Project Company (<i>Project Co.</i>), for which the Project Co. has agreed to pay the relevant Fee Payments in accordance with this agreement.
Drafted for common law/ civil law jurisdiction:	Common Law
Main Features:	<p>This MRA was drafted by the Law Firm of Clayton Utz to be entered by and between the State (Minister for Water of the State of Victoria) and the Project Co. (AquaSure Pty Ltd). The governing Law is that applicable in the State of Victoria.</p> <ul style="list-style-type: none">• Certain clauses of the Project Deed (on, e.g., interpretation; representations and warranties; confidentiality and disclosure; assignment; notices) apply to this MRA (clause 1.3)• Grant to the Project Co. of the non-exclusive rights to use the DWSS for the purpose of performing the O&M Activities is made on a personal basis, and does not create a landlord-tenant relationship, nor does it impede the State from using the DWSS (clause 2)• Project Co. must pay the Fee Payment on each Fee Payment Date until the end of the Project Term, failure of which, however, does not give the State the right to terminate any State Project Document (clause 3.1)• Project Co. must deliver duly completed Promissory Notes to the State for each Fee Payment payable in respect of all Promissory Notes on or about the due date for payment of the first Fee Payment (clause 3.2)• Fee Payments will be adjusted (i) if the State is required to pay additional Construction Payments under the Project Deed, or if it varies the scope so as to decrease the Works; or (ii) if there is a refinancing according to the terms of the Project Deed (clause 4.1)• This MRA terminates on the expiry or earlier termination of the Project Deed (clause 4.2(a))• If Project Deeds terminates in accordance with clause 65.2 of the Project Deed (failure to remedy by the Project Co.), the Fee Payments are accelerated and Project Co must procure that the State is paid an amount

equal to the Default Termination Amount (***DTA***) on the date on which the DTA is paid (clause 4.2(b))

- All consideration to be provided under this MRA are exclusive of the Goods and Services Tax (***GST***) (clause 6.3)
- This MRA further contains:
 - A Fee Payments schedule (Schedule 1)
 - A standard form of Promissory Note (Schedule 2)
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Possible additional provisions that it might be appropriate to include:

N/A

Experience Since Coming Into Force (including any amendments)/ if draft form, whether it has been applied:

N/A

Tracking Number:

Ref #: Master Rights Agreement (September, 2009)