

# MEMORANDUM OF UNDERSTANDING

## in relation to the development of CLOCS-A

(Approved 3/2/2021)

### 1. Preamble

Infrastructure projects significantly increase the number of heavy vehicle construction related movements within the existing road networks. Within a city environment, the increased heavy vehicle movements also increase the risk for interactions between these vehicles and vulnerable road users. As a result, the additional vehicle movements and often complex transport related logistics for these projects can increase the risks for vulnerable road users if not managed well.

Within the United Kingdom (**UK**), between 2008 and 2013, 55 per cent of cyclist fatalities in London involved a heavy goods vehicle. A disproportionate number of these were construction vehicles. In 2012 Transport for London (**TfL**) commissioned an independent review of the construction sector's transport activities to understand the causes of these collisions and how they might be prevented.

The resulting 'Construction Logistics and Cyclist Safety' (**CLOCS**) report was published in February 2013 by Transport Research Laboratory. In response to this report, the construction logistics industry demonstrated its commitment to change and identified actions in order to improve road safety which led to the establishment of a single standard, known as the "**CLOCS Standard**".

Since the launch of the CLOCS Standard, the program and single code of practice has been identified as a world leading approach. The CLOCS Standard has expanded beyond London and across the United Kingdom (UK) due to its recognised benefits and evaluated success. The quality and standards of vehicles within the CLOCS Standard is maintained through TfL's Fleet Operators Recognition Scheme (**FORS**).

Within Australia a number of major city-based infrastructure projects are underway and those responsible for these projects are equally concerned about the risk of heavy vehicle and vulnerable road user (**VRU**) interactions. Currently Sydney Metro and Victoria's Major Transport Infrastructure Authority (**MTIA**) are leading Australian examples that have both individually applied portions of the CLOCS Standard to city projects.

The National Road Safety Partnership Program (**NRSPP**) commenced the leadership of bringing CLOCS to Australia in 2015 when the program was hosted by the Australian Road Research Board (**ARRB**) who developed the initial draft standard. The NRSPP has since shifted to Monash University Accident Research Centre (**MUARC**) where it formed a Steering Group (**SG**) to adapt the CLOCS Standard to the Australian environment and provide a consistent approach for infrastructure construction projects to mitigate VRU risks.

There would be a number of benefits arising from the establishment of a CLOCS Standard locally (known as "**CLOCS-A**"), including:

- a) infrastructure projects that identify an increase in risks to VRU arising from their projects would only have to refer to the local CLOCS-A standard, within contract specifications;
- b) learnings would be able to be shared as they occur;
- c) collaboration on key issues would occur; and
- d) CLOCS-A would remain aligned with global best practice through biannual video conferences between the CLOCS Standard and CLOCS-A. For example, without such an approach, contracts relating to heavy vehicle specifications would be locked at the time of signing whereas a CLOCS-A standard would ensure that safety specifications can evolve with the project.

The SG seeks to be a catalyst that will guide the establishment of CLOCS-A and will operate nationally benefiting industry, the community and Government. To achieve this, the SG will first identify an organisation

that is suitable to deliver CLOCS-A; and will then transfer the management of CLOCS-A and the Memorandum of Understanding (**MoU**).

## 2. Purpose

CLOCS-A will be based on the CLOCS Standard but will focus on specific to issues in Australia.

This Memorandum of Understanding (**MoU**) records the agreement between the Parties (as listed in clause 13 or as subsequently amended from time to time) to form a relationship to work together in improving road safety and the operational efficiency relating to the logistics of the construction of infrastructure projects.

To this end, each Party:

- acknowledges the origins of the CLOCS Standard which underlies the development of CLOCS-A;
- agrees to aligning, collaborating, and sharing in relation to the development of CLOCS-A;
- will be recognised for their contribution;
- agrees that this collaboration is in good faith and that the intention is that the activities in relation to the development of CLOCS-A will continue irrespective of who hosts CLOCS-A;
- agrees to align with the FORS Standard as an auditing guideline when CLOCS-A is specified for relevant projects; and
- agrees that CLOCS-A will be developed in conjunction with industry and key stakeholders and with the ultimate aim of it being adopted industry-wide in Australia.

This MoU includes a Supporting Party (**SP**) tier which includes the ability for other stakeholders to express their support for the establishment of CLOCS-A. A SP must provide a Letter of Commitment (Please refer to **Appendix 1** for a template letter) which is reviewed by the SG prior to approval.

## 3. Mechanism

The Parties enter into this MoU in good faith and with the goal that the MoU provides direction and collaboration between the Parties and the SPs in relation to the development of CLOCS-A.

To this end:

- a) This MoU represents a common understanding of alignment, collaboration and sharing between FORS, the CLOCS Standard and CLOCS-A.
- b) This MoU is made in good faith between the Parties.
- c) Each Party recognises that the development of CLOCS-A is currently being led by the Parties.
- d) Each Party agrees to provide a technical point of contact to help facilitate the exchange of knowledge, who will be proactive, grow the local knowledge base and seek to help establish CLOCS-A.
- e) Each Party agrees to explore opportunities for sharing and collaboration including but not limited to:
  - i. Personnel exchange / secondment
  - ii. Direct communications
  - iii. Provision of documents
  - iv. Technical support
  - v. Sharing of innovation
  - vi. Stakeholder contacts and feedback
  - vii. Projects
  - viii. Research
  - ix. Evaluation mechanisms
- f) Each Party will provide formal letters of support for CLOCS-A which will be posted on the NRSPP and CLOCS-A website.
- g) An SP may become a Party to this MoU if the SP:
  - i. formally applies to become a Party to the MoU by providing a Letter of Commitment to the SG for approval;
  - ii. is approved by the SG and the current Parties to the MoU; and

- iii. agrees in writing to the terms of this MoU.

## 4. Operation

- a) This MoU is effective as of the date of execution by the appropriate officer of each Party, and will remain in force until a decision by the majority of the SG not to continue is agreed.
- b) A Party may withdraw at any time by written notice to the other Parties, from which time, they will no longer be a Party to the MoU.
- c) This MoU is governed by the law in force in Victoria, Australia.
- d) All Parties must bear their own costs in the preparation of this MoU.
- e) SG members cost and expenses of participation are at their own costs.

## 5. Enforceability

- a) Each Party agrees to comply with all applicable federal, state, territory and local laws and regulations, including the *Competition and Consumer Act 2010* (Cth) and privacy laws.
- b) It is understood that this MoU merely constitutes a statement of the Parties' mutual intentions with respect to the contents of the MoU and each Party represents to the other Parties that the MoU:
  - i. does not constitute an obligation binding on any Party;
  - ii. creates no rights in favour of any Party.
- c) Nothing in this MoU commits a Party to insure or otherwise protect another Party. Issues of liability, intellectual property (other than as described in clause 10) and similar legal matters are to be subjects of project or case specific agreements.

## 6. Governance

- a) The SG is responsible for the governance of the implementation of this MoU, including setting priority for specific tasks, making decisions regarding the development of CLOCS-A and all other things necessary to oversee and manage the activities undertaken by the Parties under this MoU.
- b) Each Party will nominate [a representative] to participate in the SG who has the authority to make any decisions necessary to usefully participate on the SG (**Representative**).
- c) Each Party may, by notice to the SG, change their nominated Representative to the SG at any time.
- d) A Representative from the NRSPP shall be the chairperson unless the SG decide otherwise by majority vote.
- e) In the event of a tied vote during a SG meeting, the chairperson will have the casting vote.
- f) The SG will have regular meetings, once per month or some other frequency as agreed by the Parties.
- g) SG meetings may be held in person, by telephone, video conferencing or other electronic means.
- h) A quorum for a SG meeting is 50% of SG Representatives.
- i) Unless otherwise stated in this MoU, any decision of the SG must be either:
  - i. majority vote of all the SG Representatives present and recorded in the minutes of the relevant SG meeting; or
  - ii. passed without a meeting if all of the SG Representatives sign a document (or separate documents in identical terms) containing a statement that they are in favour of the resolution set out in the document.
- j) This MoU may be amended at any time by mutual consent of the majority of the Parties and recorded in writing signed by all Parties.
- k) This MoU shall be reviewed by the Parties on an annual basis.

## 7. Auditing

The parties that enter this MoU agree that CLOCS-A must meet an auditing requirement at least equal to that of the FORS Standard. FORS is a voluntary accreditation scheme that promotes best practice for commercial vehicle operators. FORS includes all aspects of safety, efficiency, compliances and environment protection through encouraging and training fleet operators to measure, monitor and

improve performance. FORS provides accreditation pathways for operators of any type, and for those organisations that award contracts and specify transport requirements. Its purpose is to raise the level of road safety and quality with fleet operations, and to demonstrate which operators are achieving the standard. Issue resolution

- a) Any dispute, difference or issue (**Dispute**) between the Parties in connection with this MoU must be resolved in accordance with the process set out in this clause 8.
- b) Where a Dispute arises that cannot be resolved at the SG Representative level, a Party may by written notice to the other Parties refer the Dispute for resolution between senior level officers (**Dispute Representatives**) of the Parties to the Dispute.
- c) Within 5 Business Days after a Dispute is referred for resolution under clause 8(b) the Dispute Representatives must meet in good faith in an endeavour to resolve the Issue in a mutually satisfactory and timely manner, having regard to the purpose of the MoU described in clause 2.
- d) Where a Dispute cannot be resolved between the Dispute Representatives, a Party may by written notice to the another Party refer the Dispute for resolution between the relevant Deputy Secretaries or equivalent chief executive officers of the Parties to the Dispute or their delegate.

## 8. Publicity

The Parties may not make any public announcements about this MoU or the development of CLOCS-A without first obtaining the consent of the other Parties, unless required by law to disclose this MoU. The SG will establish agreed language and talking points in reference to CLOCS-A, its activities, purpose and objectives. The SG members will each provide clear guidance on how they are referred to and their supporting role.

## 9. Disclosure

The Parties acknowledge that they may disclose this MoU and where relevant, the terms of this MoU:

- a) under or in accordance with any Government information disclosure laws which apply to a Party, including the *Freedom of Information Act 1982* (Vic) and the *Government Information (Public Access) Act 2009* (NSW); or
- b) to satisfy the disclosure requirements of a Party's Government or requirements of a Party's Parliamentary accountability.

## 10. Intellectual Property

- a) The provisions of this clause 10 apply in relation to Intellectual Property unless the Parties agree otherwise in writing.
- b) All rights in Existing IP remain the property of the party that created it or owns it.
- c) All rights in Project IP vest in the Party that created it, or jointly by the Parties as tenants in common, if created by more than one Party.
- d) To the extent that a Party (**Licensee**) requires the use of any Intellectual Property owned by another Party (**Licensor**) for the purposes of carrying out its obligations under this MoU then the Licensor grants to the Licensee a non-transferable, non-exclusive, royalty-free licence to use that Intellectual Property for that purpose subject to such terms (if any) as the Licensor might reasonably impose (including the execution of a written agreement).
- e) The Licensor warrants that to the best of its knowledge the IP that is the subject of the licence to the Licensee will not infringe the Intellectual Property rights of any third party if used for the Project.
- f) In this clause, the following terms have the following meanings:
  - i. **"Existing IP"** means Intellectual Property created prior to this MoU or which is developed independently of the project under this MoU;
  - ii. **"Intellectual Property"** means all present and future industrial and intellectual property rights conferred by statute, common law or equity and includes copyright, trade marks, patents, designs, circuit layout rights, trade secrets, inventions and other results of intellectual activity

- in the industrial, commercial, scientific, literary and artistic fields whether non-registrable, registered or patentable; and
- iii. **“Project IP”** means all Intellectual Property created by a party in the course of the project the subject of this MoU (but excludes Existing IP).

## 11. Confidentiality and privacy

- a) A Party must not disclose to third parties, or use for any purpose (other than under this MoU) any Confidential Information of another Party or any information about this MoU unless that disclosure or use is:
  - i. specifically authorised in writing by the relevant Party;
  - ii. required by law; or
  - iii. to a Party’s legal advisers for the purpose of obtaining legal advice.
- b) In this clause **“Confidential Information”** is any information not in the public domain (otherwise than through a breach of an obligation of confidence).
- c) The Parties must comply with all applicable privacy laws.

## 12. Agreement

The Parties to this MoU are:

<b>Amy Gillett Foundation</b>	80 Turner Street, Port Melbourne Vic 3207 Contact person: Amelia Cavanagh Email: <a href="mailto:acavanagh@amygillett.org.au">acavanagh@amygillett.org.au</a>
<b>ARTSA Institute (ARTSA-i)</b>	PO BOX 413 Sandringham, VIC, 3191 Contact person: Martin Toomey, MAICD, MBA Email: <a href="mailto:martin@Transportequip.com.au">martin@Transportequip.com.au</a>
<b>Australian Road Research Board (ARRB)</b>	80 Turner Street, Port Melbourne Vic 3207 Contact person: Tia Gaffney Email: <a href="mailto:Tia.Gaffney@arrb.com.au">Tia.Gaffney@arrb.com.au</a>
<b>Australian Trucking Association</b>	Minter Ellison Building, 25 National Circuit, Forrest ACT 2603 Contact person: Melissa Weller Email: <a href="mailto:Melissa.Weller@truck.net.au">Melissa.Weller@truck.net.au</a>
<b>Bicycle Queensland</b>	16/43 Lang Parade Milton Qld 4064 Contact person: Patrick Trowse Email: <a href="mailto:p.trowse@bq.org.au">p.trowse@bq.org.au</a>
<b>Major Transport Infrastructure Authority</b>	121 Exhibition St, Melbourne VIC 3000 Contact person: Ian McLeod Email: <a href="mailto:ian.mcleod@mtia.vic.gov.au">ian.mcleod@mtia.vic.gov.au</a>
<b>Monash University Accident Research Centre</b>	Room G24, Building 70, Ground Floor 21 Alliance Lane Contact person: Associate. Professor. Sharon Newnam Email: <a href="mailto:Sharon.Newnam@monash.edu">Sharon.Newnam@monash.edu</a>
<b>National Road Safety Partnership Program (NRSPP)</b>	Monash University Accident Research Centre Room G24, Building 70, Ground Floor 21 Alliance Lane Clayton Campus Contact person: Jerome Carslake Email: <a href="mailto:Jerome.carslake@monash.edu">Jerome.carslake@monash.edu</a>
<b>Transport for NSW ABN 18 804 239 602</b>	231 Elizabeth Street, Sydney, NSW 2000 Contact person: Greg Dikranian Email: <a href="mailto:Greg.Dikranian@transport.nsw.gov.au">Greg.Dikranian@transport.nsw.gov.au</a>
<b>Sydney Metro</b>	7 Harvest Street Macquarie Park, NSW, 2113 Contact person: Michael Holmes Email: <a href="mailto:Michael.Holmes@transport.nsw.gov.au">Michael.Holmes@transport.nsw.gov.au</a>
<b>Transport for London</b>	4th Floor, Palestra, 197 Blackfriars Road, London SE1 8NJ Contact person: Peter Binham Email: <a href="mailto:PeterBinham@tfl.gov.uk">PeterBinham@tfl.gov.uk</a>
<b>Truck Industry Council</b>	PO Box 5350, Kingston ACT 2603 Contact person: Chris Loose Email: <a href="mailto:c.loose@truck-industry-council.org">c.loose@truck-industry-council.org</a>
<b>Victorian Department of Transport</b>	Level 10, 1 Spring Street, Melbourne VIC 3000 Contact person: Michael Chan Email: <a href="mailto:michael.x.chan@roads.vic.gov.au">michael.x.chan@roads.vic.gov.au</a>

This MoU may consist of a number of copies each signed by one or more parties to the MoU. If so, the signed copies are treated as making up the one document.

The MoU is agreed between the Parties, each of which have provided letters of commitment:

**NRSPP Independent Chair – currently leading SG**

Date Signed ...8 February 2021.....  
By Name of Officer Prof. Barry Watson.....  
Position Held ...Independent Chair.....  
Link to Letter ...[NRSPP SG Letter](#).....

**Amy Gillett Foundation**

Date Signed .....8 February 2021..  
By Named of Officer .....Dan Kneipp.....  
Position Held .....CEO.....  
Link to Letter .....[AGF SG Letter](#).....

**Australian Road Research Board**

Signed .....31 March 2021.....  
By Name of Officer ...Mark Steidle.....  
Position Held .Chief Commercial Officer  
Link to Letter ...[ARRB SG Letter](#).....

**Australian Trucking Association**

Signed .....20 January 2021..  
By Named of Officer ... Bill McKinley.....  
Position Held ... A/Chief Executive Officer  
Link to Letter .....[ATA SG Letter](#)..

**ARTSA-I**

Signed .....8 February 2021.....  
By Name of Officer .....Martin Toomey.....  
Position Held ...Chair Person.....  
Link to Letter .....[ARTSA-I SG Letter](#).....

**Bicycle Queensland**

Signed .....28 April 2021.....  
By Named of Officer ... Rebecca Randazzo..  
Position Held ...Chief Executive.....  
Link to Letter ...[Bicycle Qld SG Letter](#)....

**Major Transport Infrastructure Authority Monash University Accident Research Centre**

Date Signed .....12 February 2021...  
By Name of Officer ..... Corey Hannett.....  
Position Held ..... Director-General ...  
Link to Letter .....[MTIA SG Letter](#).....

Date Signed ...15 February 2012.....  
By Named of Officer ...Prof. Judith Charlton..  
Position Held .....Director.....  
Link to Letter .....[MUARC SG Letter](#)..

**Sydney Metro**

Date Signed ...9 February 2021.....  
By Name of Officer ... Jon Lamont.....  
Position Held ...Chief Executive.....  
Link to Letter [Sydney Metro GP Letter](#)

**Transport for London**

Date Signed .....1 February 2021...  
By Named of Officer ..... Peter Binham.....  
Position Held ..... Transport Planner  
Link to Letter .....[TfL SG Letter](#).....

**Transport for NSW**

Date Signed .....10 March 2021.....  
By Named of Officer ... Tara McCarthy .....  
Position Held ..... Deputy Secretary.....  
Link to Letter .....[TfNSW SG Letter](#).....

**Truck Industry Council**

Date Signed ...10 February 2021.....  
By Name of Officer ...Dr Anthony McMullan....  
Position Held .....CEO.....  
Link to letter ...[TIC SG Letter](#).....

**Victorian Department of Transport**

Date Signed .....  
By Named of Officer .....  
Position Held .....  
Link to Letter .....

## Supporting Partners – Updated 2 May 2021

The following lists the MoU Supporting Partners as at the commencement date:

### Bingo Industries Limited

Date Signed .....22 January 2021.....  
By Name of Officer ...Jim Sarkis.....  
Position Held Chief SEQ Officer.....  
Link to letter [BINGO Industries SP Letter](#)

### Laing O'Rourke

Date Signed ...22 January 2021.....  
By Named of Officer ...Richard Coleman.....  
Position Held General Manager HSE....  
Link to Letter [Laing O'Rourke SP Letter](#)

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### 3M

Date Signed .....8 February 2021.....  
By Name of Officer ...Andrew King.....  
Position Held Division Manager, ANZ Region  
Link to letter ...[3M SP Letter](#).....

### Grasshopper Environmental

Date Signed ...15 February 2021.....  
By Named of Officer ... Gavin Stewart.....  
Position Held ... Regional Manager....  
Link to Letter [Grasshopper Env SP Letter](#)

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### Bicycle Queensland

Date Signed .....18 February 2021.....  
By Name of Officer .....Rebecca Randazzo.....  
Position Held ...Chief Executive.....  
Link to letter [Bicycle Queensland SP Letter](#)

### Baw Baw Shire Council

Date Signed ...3 March 2021..  
By Named of Officer ...Ram Kamalan.....  
Position Held Coordinator Civil Asset Planning  
Link to Letter [Baw Baw Shire Council SP Letter](#)

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### Chartered Institute of Logistics Australia

Date Signed .....12 March 2021.....  
By Name of Officer .....Dr Kim Hassall.....  
Position Held ...National Chair .....

### Bicycle NSW

Date Signed ...14 April 2021..  
By Named of Officer ... Alistair Ferguson .....

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### Sutherland Shire Council

Date Signed .....16 April 2021.....  
By Name of Officer ..... Mark Mills.....  
Position Held Manager Fleet and Logistics  
Link to letter [Sutherland Shire Council SP Letter](#)

### SCESCO-MAX

Date Signed ...19 April 2021..  
By Named of Officer ... Scott McPherson.....  
Position Held Managing Director  
Link to Letter [SGESCO-Max SP Letter...](#)

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### Hanson

Date Signed ...26 April 2021.....  
By Name of Officer ...Peter Brownsdon..  
Position Held General Manager Logistics  
Link to letter [Hanson SP Letter.....](#)

# Appendix 1 – Supporting Partner Application

## **Preamble**

This MoU will be a live document to reflect the growth of Supporting Partners (SP).

To be included in the MoU a SP organisation must provide a Letter of Commitment which will be reviewed by the SG. Once approved, the organisation will be added as a SP to the MoU. A template Letter of Commitment is located on the next page.

SPs may highlight in the Letter of Commitment how they wish to contribute to the project such as providing feedback on content provided, attending CLOCS-A forums, making a commitment to implement CLOCS-A when it comes on line, sharing stories and lessons learned, acting as champions, etc.

## **What are our expectations of SPs – use it or lose it.**

*Criteria to become a Supporting Partner:*

- *Organisations engaged in related activities of major construction projects*
- *Groups representation VRUs*

*If you fail to play you can be dropped off if determined by the SG partners.*

SPs are recognised as stakeholders that support the SG in seeking to implement CLOCS-A in Australia.

An SP will:

- receive regular digital progress updates of CLOCS-A commencing once the MoU has been finalised by the SG;
- be invited to CLOCS-A related events;
- be invited to join technical groups; and
- be acknowledged as part of CLOCS-A collaboration.

***The following is a letter template for CLOCS-A Supporting Partners to help guide their application which should be sent to the Director of the National Road Safety Partnership Program (NRSPP), Jerome Carslake via email***

***[Jerome.carslake@monash.edu](mailto:Jerome.carslake@monash.edu)***

**[To be submitted on organisation letterhead]**

Ass. Prof. Barry Watson  
Independent Chairperson of the NRSP  
Monash University Accident Research Centre (MUARC)  
Room G24, Building 70, Ground Floor  
21 Alliance Lane  
Clayton Campus

**[Date]**

Dear Ass. Prof. Watson,

**Re: Construction Logistics and Community Safety - Australia (CLOCS-A) Memorandum of Understanding Confirmation as a Supporting Partner**

I am delighted to confirm that **[insert your organisation name]** is proud to apply to the join the CLOCS-A Memorandum of Understanding (MoU) Finalised Version dated [insert] as a Supporting Partner (SP).

The MoU records the agreement between the Steering Group Partners (the Parties) and the SPs to form a relationship to work together in improving road safety and the operational efficiency relating to the logistics of the construction of infrastructure projects. The MoU will act as a catalyst for CLOCS-A Parties and SPs to champion and guide the establishment of CLOCS-A.

- **Include a description or context of how this relates to your organisation and areas of interest as listed in the MoU Association – area of interest**
- **Community Group**
- **Construction**
- **Engineering**
- **Logistics**
- **Traffic Management**
- **Government**
- **Heavy vehicle operator**
- **Industry**
- **Infrastructure project**
- **Vulnerable Road User – Cyclist**
- **Vulnerable Road User – Pedestrian**
- **Vulnerable Road User – Motor Cyclist**
- **Other please define**

As a SP of CLOCS-A, we commit to **[include examples of how organisation will support, champion, case studies, etc]**

In line with the MoU, **[insert your organisation name]** agrees to enter into the MoU in good faith and will actively support and participate in CLOCS-A activities. We nominate **[insert person name and their contact point]** as our CLOCS-A contact.

Yours sincerely,

\_\_\_\_\_  
Signature of [Insert official's name]  
[Name of Organisation]

\_\_\_\_\_  
Date signed