

## **Australian Postal Corporation**

**In the matter of a serious injury motor vehicle collision involving Australia Post's employee, Mrs Marie Scates, at Bundoora, Victoria, on November 12<sup>th</sup> 2004**

**Australia Post's Enforceable Undertaking to Comcare**

**17 December 2007**

## Details of the Parties to the Undertaking

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- Parties**
1. The Undertaking is given by **The Australian Postal Corporation**  
("Australia Post"),
  2. to, and in favour of, **Comcare Australia**  
("Comcare")
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# General terms

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## 1 Purpose

- 1.1 The purpose of this Enforceable Undertaking document is to:
- (a) formalise and record the detail of an Enforceable Undertaking which is being given by the Australian Postal Corporation, through its Managing Director, Mr Graeme John, to the Chief Executive Officer, Comcare Australia;
  - (b) note that the Enforceable Undertaking described in this document is given by Australia Post as an alternative to Comcare pursuing civil proceedings against Australia Post for a breach of the *Occupational Health & Safety Act 1991*, and
  - (c) fully describe all of the elements, timelines, and costs of the Enforceable Undertaking, and describe in detail the actions which are to be taken by Australia Post to give full effect to the Enforceable Undertaking according to its terms.

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## 2 Background - Concerning Australia Post

- 2.1 The Australian Postal Corporation is an Australian Government Business Enterprise, which operates nationally and internationally through a workforce of approximately 34,500 full and part-time employees, and a network of approximately 9,300 agents, Licensees, casual staff, and contractors.
- 2.2 A copy of the Australia Post Annual Report for the financial year ended 30 June 2007 has been attached to this Undertaking (**Attachment A**) in order to provide expanded and current corporate information concerning Australia Post.
- 2.3 Australia Post:
- (a) has a strong corporate-wide commitment to best practice in occupational health and safety;
  - (b) has managed a continuous year on year decline in the incidence of workplace lost-time injuries over the past decade (see page 33 of the 2006-2007 Australia Post Annual Report at Attachment A, which notes in particular that the incidence of work related lost time injuries within Australia Post fell by 20% in 2005-2006 and a further 2.6% in fiscal 2006-07), and

- (c) continues to meet and fulfil all of its commitments under its self-insurance licence granted by the Safety, Rehabilitation and Compensation Commission.
- 2.4 Australia Post's core attitude to occupational health and safety (OHS) is one of constant and continuous improvement.
- 2.5 Notwithstanding the fact that Australia Post believes that its OHS practices are substantially at worlds best practice levels, Australia Post constantly strives to identify and implement improvements and enhancements to promote the safety and well being of employees and contractors at Australia Post workplaces.

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### **3 Background - Concerning Mrs Scates' Incident**

- 3.1 On November 12, 2004, Mrs Marie Scates, a permanent full-time employee of Australia Post engaged in duties as a postal delivery officer attached to the Bundoora Delivery Centre in Melbourne, was involved in a road traffic collision, and suffered serious personal injury.
- 3.2 Investigation into the cause of Mrs Scates' collision indicated that the collision occurred after Mrs Scates lost control of the postal delivery motorcycle she was riding at the time, following a sudden and unexpected "blow out", and pressure loss, in the rear tyre of the motorcycle which she was then riding.
- 3.3 Investigations indicated that the failure of the rear tyre on Mrs Scates' motorcycle:
  - (a) was caused, at least in part, by excessive wear of the tyre;
  - (b) was a preventable occurrence which should have been detected by ensuring that the maintenance and inspection programs were effectively implemented by Australia Post at the workplace level;
  - (c) constituted a failure by Australia Post to observe its duty of care under section 16, sub-section (1) of the Act; and
  - (d) constituted evidence of Australia Post's failure to take all reasonably practicable steps to protect the health and safety at work of its employees.

- 3.4 Subsequent to the collision, Mrs Scates' medical and associated treatment, and her rehabilitation and return to work program, has been fully managed and funded by Australia Post, with the result that Mrs Scates returned to work with Australia Post on about 25 August 2005, initially on a less than full time basis, for 4 hours per day, 2 days per week performing various administrative tasks.
- 3.5 At the time of this undertaking, (17 December 2007) Mrs Scates continues to work with Australia Post performing administrative and operational support tasks at the Epping Delivery Centre, Victoria.

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## **4 Liability**

- 4.1 Australia Post acknowledges the findings of Comcare's investigation into the circumstances of Mrs Scates' collision.
- 4.2 Australia Post concedes that the collision occurred because the rear tyre of Mrs Scates' motorcycle had excessive wear which resulted in a sudden and unexpected loss of pressure due to 'blow out'.
- 4.3 Australia Post further concedes that the failure of the tyre on Mrs Scates' motorcycle arose because of deficiencies on the part of Australia Post in ensuring the effective implementation of Australia Post's motorcycle maintenance and inspection practices at the Bundoora Delivery Centre.
- 4.4 Australia Post accordingly does not deny that it has breached section 16(1) of the Act, and that such breach was a cause of the circumstances resulting in Mrs Scates suffering injury in the course of her employment with Australia Post.

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## **5 Australia Post's Response**

- 5.1 Following Mrs Scates' accident, Australia Post:
- (a) took every reasonable action available to it, in order to ensure that Mrs Scates' course of medical treatment and physical recovery and rehabilitation was properly and appropriately managed;
  - (b) immediately took steps to examine, and rectify where necessary, the fleet of motorcycles at Bundoora Delivery centre. Rectification action included the replacement of rear tyres on 10 motorcycles, to ensure their roadworthiness; and to ensure that no defects were present in the vehicles which could lead to the occurrence of any other injury incident;
  - (c) immediately took steps to examine, and rectify where necessary, motorcycles at other Australia Post delivery facilities, to ensure that no defects were present in the tyres of motorcycles;

- (d) conducted a full and frank investigation into the circumstances of Mrs Scates' accident;
  - (e) fully and completely cooperated with Comcare, and Comcare's contracted investigator, in order that the circumstances leading up to the accident could be fully understood and addressed; and
  - (f) undertook a range of remedial measures to address issues arising from Australia Post's and Comcare's investigation reports and ensure, as far as reasonably practicable, that a similar risk does not arise in future.
- 5.2 Details of the remedial measures implemented by Australia Post – both in response to investigative recommendations and Australia Post's own enquiries are described in this clause.
- 5.3 Many initiatives have been undertaken since Mrs Scates' incident in an integrated, coordinated and whole of company approach to prevent a recurrence of this type of incident, and to address findings made by the Comcare Investigator. These initiatives were aimed at ensuring that the fundamentals of a sound and legislatively compliant OHS management approach to the prevention of injuries associated with motorcycle mail delivery were in place. These initiatives include the following:
- (i) Immediately after the collision on Friday 12 November 2004, Australia Post engaged Mr Greg Snart, National Service Manager, Honda Australia, to undertake roadworthiness assessments of all motorcycles used at the Australia Post Bundoora Delivery Centre. This assessment was undertaken on 13 November 2004 and it was found that twenty-six of the thirty-two motorcycles assessed required corrective repairs. Ten motorcycles required replacement of the rear tyre. The results of these repairs and assessments were reported to Comcare's Mr Sutherland who subsequently opined that the motorcycles were safe to use.
  - (ii) On 13 November 2004, Dr Michael Barbour, Australia Post's Manager Corporate Injury Prevention and Management Unit issued a National Safety Alert to all relevant managers across the Corporation (refer **Attachment 1**). The Safety Alert requested that inspections of all motorcycle tyres be undertaken immediately, with those tyres showing excessive wear to be replaced as a priority.
  - (iii) The motorcycle involved in the Mrs Scates' incident was removed from service.
  - (iv) Australia Post improved the lighting at the Bundoora Delivery Centre by repainting the walls in white colour and cleaning and replacing the luminaries within approximately two weeks of the 12 November 2004 incident.
  - (v) Australia Post issued improved procedures in November 2005 for the use of Postal Delivery Officers (PDOs) and supervisors in inspecting motorcycles at the Bundoora Delivery Centre and all other Delivery Centres in the states of Victoria and Tasmania. The procedures represented a motorcycle inspection system and provided for the

conduct of daily inspection of the Honda CT110 by PDOs and the completion of an inspection checklist signed by the PDO and the relevant supervisor, the use of a tyre pressure and depth gauge, a “tool box talk” with attendance record for training PDOs and supervisors about the safety checks. The procedures comprised the following:

- Australia Post – Motorcycle (M/C) Daily Safety Check List (11 November 2005) (refer to **Attachment 2**). This provided for the PDO to complete the checklist and for the relevant supervisor to countersign the checklist confirming that the PDO’s daily inspection was undertaken;
  - Digital Tyre Pressure and Tread Depth Gauge procedure (11 November 2005) (refer to **Attachment 3**);
  - Motorcycle Safety Tool Box Talk – Motorcycle Pre-Ride Safety Checks (November 2005) (refer to **Attachment 4**). This material described not only the responsibility of PDOs to undertake the daily checks but stated clearly the responsibilities of supervisors in supervising PDOs’ compliance with the daily check requirements; and
  - Tool Box Talk Attendance Record – Motorcycle Pre-Ride Safety Checks (11 November 2005) (refer to **Attachment 5**).
- (vi) Management representatives of Australia Post’s Victorian administration interviewed each of the administration’s eight contracted motorcycle service agents. An interview with the principal of Mark1 Motorcycles (the contracted motorcycle service agent servicing the Bundoora Delivery Centre at the time of the 12 November 2004 incident) occurred on 15 November 2004. Interviews with the other contracted motorcycle service agents took place over the following three weeks. In each instance the interviews were conducted for the purpose of reminding the service providers of their contractual obligations to service and maintain the motorcycles in accordance with their contract with Australia Post, and to ensure that their personnel were suitably qualified to undertake the contract work. Copies of contract personnel’s relevant qualifications were requested and placed on Australia Post files.
- (vii) In June 2006, Australia Post’s National Logistics Group issued upgraded procedures (the “Honda CT110 Motorcycle Maintenance Policy and Operational Support Procedures”) (refer to **Attachment 6**) for the maintenance and inspection of the Honda CT110 motorcycle and which covered, among other things, procedures for the daily inspection of motorcycles by PDOs and the servicing and repair of motorcycles by third party contracted motorcycle maintenance personnel.

In July 2007, Australia Post again upgraded these procedures (refer to **Attachment 7**) which, among other things, described the requirements for scheduled servicing, ad hoc maintenance and repair requirements, and the qualification required of contracted service and repair agents.

(viii) In July 2007, Australia Post commenced implementing revised national procedures enabling PDOs and their supervisors and managers to make sure that motorcycles are inspected each day before a PDO commences delivery duties, that any identified faults are reported and repaired, and that unsafe motorcycles are taken out of service until repaired and approved to re-enter service. These new procedures, developed with the assistance of relevant OHS and management staff, and representatives of the manufacturer, Honda, were trialled successfully with PDOs in two workplaces in June and July 2007 at the Gosford Delivery Facility, NSW, and Preston Delivery Centre, Victoria. The procedures provided for the following features:

- A PDO's daily pre-ride inspection of their motorcycle utilising a checklist with guidance material for applying the checklist. The checklist provides for the PDO to record their finding daily and to report all identified faults. Included at **Attachment 8** is a copy of "Motorcycle Daily Pre-Ride Inspection" kit to be used by PDOs and supervisors. A kit is assigned to each motorcycle. Each PDO has been provided with a tyre tread depth gauge for use in applying the daily checklist. The PDO is required to attach the gauge to their motorcycle key ring.
- The manufacturer's representative in Australia confirmed that a PDO would require about six to seven minutes on average to undertake the pre-ride inspection. Australia Post confirms that the design of the daily work of a PDO and their supervisor provides for sufficient time and flexibility for the inspection and maintenance tasks to be undertaken.
- The supervisor is required to supervise weekly each PDO in applying the checklist and to counter-sign the PDO's checklist. Each week, the supervisor is required to complete and submit to the manager a register ("Motorcycle Pre-ride Inspection Checklist – Weekly Audit Register", refer **Attachment 9**) detailing instances of compliance and non-compliance with procedures and consequential rectification action. The manager is required to review the register and sign-off weekly.
- The checklist is accompanied by a "Delivery Work Instruction: Motorcycle Daily Pre-ride Inspection and Fault Reporting" (refer to **Attachment 10**) that details the respective responsibilities of the PDO, their supervisors and managers in conducting the daily pre-ride inspection prior to commencing mail delivery duties. The instruction also provides for weekly audits of procedural compliance by supervisors and managers and record keeping.
- A further work instruction was developed – "Delivery Work Instruction: Motorcycle Fault Reporting, Repairs and Tag-Out" (refer **Attachment 11**), that details the respective responsibilities of supervisors and managers in reporting and recording faults, "tagging out" unsafe motorcycles using an approved caution tag and arranging for the faults to be repaired by an authorised repair agent. The instruction also provides for identified faults to be

recorded and audited weekly utilising a register (“Motorcycle Fault Reporting/Repair and Tag Out Register for Week Ending ...” refer **Attached 12**). In addition, the instruction provides for the relevant supervisor or manager to verify that the service agent has repaired the fault by reviewing and signing off the requisite “Motor Vehicle Repair Order” (PT35 form) (refer to **Attachment 13**).

- Implementation of the “Motorcycle Daily Pre-Ride Inspection” kit and companion work instructions is accompanied by training of PDO and their supervisors and managers in the application of the inspection procedures and instructions. A national training package is utilised for this training (refer to **Attachment 14**) which covers the following:
    - Daily pre-ride inspection guidelines and checklist
    - Respective responsibilities and accountabilities of PDOs, supervisors and managers
    - The supervisor’s weekly supervised check, including checking for compliance and non-compliance.
    - Record keeping
    - The supervisor’s and manager’s weekly audit check
  - The training approach also has the following components:
    - Briefing notes for Delivery Managers in instructing delivery supervisors in the new procedures (refer to **Attachment 15**)
    - Briefing notes for supervisors in instructing PDOs in the new procedures (refer to **Attachment 16**)
    - Competency assessments of PDOs in the application of the pre-ride inspection procedures:
      - For new PDOs, the competency assessment will be undertaken by the HART trainer (refer to **Attachment 17**)
      - For current PDOs, the competency assessment will be undertaken by a PDO’s supervisor (refer to **Attachment 18**)
- (ix) Australia Post worked with HART to upgrade the Corporation’s training of PDOs in motorcycle delivery operations by modifying the training programme so that PDOs are trained and their competency assessed adequately in motorcycle inspection and maintenance procedures. These modifications, as a new module in the training program, were introduced into the training program from the end of September 2007; a copy of the new module is at **Attachment 19**.

- (x) Additionally, to demonstrate the senior management's commitment to the provision of a safe, healthy and secure work environment for our people, Mr Jim Marshall, General Manager Mail and Networks Division issued two bulletins on 7 May 2007, one addressed to managers in the Division and another addressed to all MND staff, to reinforce the Corporation's expectations of managers, supervisors and staff complying with established safe work practices (refer to **Attachment 20**).
- (xi) Australia Post will arrange an independent national compliance audit of the revised procedures as described in this clause by July 2008. The identity of the audit agency appointed for this purpose will be notified to Comcare. The results of the audit will be delivered to, and considered by, Australia Post's Corporate Audit Group, and reported to the Board of Australia Post (through the Board's Audit and Risk Committee) for subsequent action as required. The results, together with any subsequent action taken by Australia Post will be passed to Comcare for its consideration.

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## 6 The Enforceable Undertaking – preliminary matters

- 6.1 In formulating the Enforceable Undertaking, Australia Post has considered that:
  - (a) Australia Post has a history of compliance with its obligations under the Act, and a longstanding demonstrated commitment to the safe work practices at all of its facilities;
  - (b) Australia Post has taken steps to comply with its statutory duties; and
  - (c) Australia Post has been fully and completely cooperative with Comcare and its agents during all of the investigative processes following Mrs Scates' collision.
- 6.2 Included in the Enforceable Undertaking are:
  - (a) Assurances and evidence that the Enforceable Undertaking is made by Australia Post's most senior executive, and that the Board of Australia Post will be kept informed of the progress of the Undertaking's measures, as they are implemented according to its terms; (**Clause 7**);
  - (b) A clear acknowledgement of the fact that the Enforceable Undertaking is a public statement of Australia Post's position, and that publicity of the Undertaking will occur; (**Clause 8**);
  - (c) A clear acknowledgement and acceptance by Australia Post of the Corporation's obligation to reimburse Comcare for the costs incurred by Comcare arising out of Mrs Scates' incident, including Comcare's costs of investigation, of obtaining and considering legal advice, and Comcare's costs of considering, accepting and monitoring the Enforceable Undertaking being given; (**Clause 9**);

- (d) Clear statements acknowledging the enforceability of the Undertaking which Australia Post is entering into in this document; (**Clause 10**);
- (e) Clear agreement from Australia Post to a rigorous program of monitoring and reporting as the elements of the Enforceable Undertaking unfold; (**Clause 13**); and
- (f) Acknowledgement from Australia Post – as owner of Intellectual Property rights in the research material produced through the Enforceable Undertaking – that a non-exclusive and royalty free licence is granted to Comcare to use, disseminate and reproduce the material in order to maximise public benefit from the work which underpins the Enforceable Undertaking. (**Clause 12**)

6.3 The detail of Australia Post’s Enforceable Undertaking, the elements of it, its monitoring components, its estimated costs, and its benefits to Australia Post employees and to the wider public, is more fully detailed in the material which appears below.

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## 7 Management Commitment

- 7.1 This Enforceable Undertaking is given on behalf of Australia Post, by its Managing Director, **Mr Graeme John**.
- 7.2 Mr John:
  - (a) is Australia Post’s most senior executive;
  - (b) is the only Executive Director on the Australia Post Board of Directors,
  - (c) will report regularly on the implementation of measures outlined in the Enforceable Undertaking to the Board of Australia Post; and
  - (d) will, at the request of Comcare, report on the implementation of measures outlined in the Enforceable Undertaking to the Audit and Risk Committee of the Board of Australia Post including the activities described in clause 5.
- 7.3 Australia Post’s senior management team involved in postal delivery operations wholly endorses the Enforceable Undertaking submitted in this document, and will monitor and support its implementation.

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## 8 Publicity

- 8.1 Australia Post fully acknowledges and undertakes that the Enforceable Undertaking is essentially a public declaration of Australia Post’s position in response to Mrs Scates’ collision and injury, and that detail of the Undertaking will be the subject of agreed publicity.

- 8.2 Australia Post is prepared to extend all reasonable cooperation to Comcare in relation to publicity, and agrees and undertakes, as a minimum, that – if accepted – the Enforceable Undertaking should be publicly declared through:
- (a) an appropriate statement in Australia Post’s Annual Report;
  - (b) a circular to all relevant Australia Post staff and contractors involved in delivery operations concerning the nature and effect of the actions being implemented under the undertaking;
  - (c) a Notice of Acceptance in an appropriate newspaper; and
  - (d) dissemination of a public statement which is to be prepared by Comcare prior to the Enforceable Undertaking being executed, and following execution, published on Comcare’s website along with the Enforceable Undertaking.

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## **9 Costs**

- 9.1 Australia Post agrees and undertakes to reimburse the costs incurred by Comcare.
- 9.2 In particular, and without limitation to the generality of the undertaking given in sub-clause 9.1, Australia Post acknowledges that it is obligated to pay any of the following costs:
- The costs incurred by Comcare or its agents which arise from the investigation of the Scates’ collision and associated matters;
  - The costs incurred by Comcare in seeking and receiving legal advice concerning and subsequent to, Mrs Scates’ collision and injury;
  - The costs incurred by Comcare in receiving and considering the initial Enforceable Undertaking Proposal from Australia Post;
  - The costs incurred by Comcare or other agencies in monitoring compliance with the elements of the Enforceable Undertaking Proposal as it may be implemented;
  - Any costs involved in implementing the agreed terms of a publicity program (either as outlined above or negotiated between Australia Post and Comcare at a later time), and
  - The costs (in the event that any arise) of any enforcement proceedings initiated by Comcare during the term of the Undertaking, of the nature described in clause 10 of this Undertaking.

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## 10 Enforceability

- 10.1 Australia Post fully and freely acknowledges that its Enforceable Undertaking is, and will be, enforceable at law, and that Australia Post may face sanctions if it fails to fully implement the elements of the Enforceable Undertaking which it offers. Without limiting this acknowledgement, Australia Post notes that if Australia Post threatens to breach, or actually breaches a term of any Undertaking accepted by Comcare, Comcare has the ability to institute proceedings against Australia Post in respect of a breach of the Act, and/or directing Australia Post to comply with the Undertaking in the form in which it was proposed and accepted.
- 10.2 Australia Post further acknowledges that any costs of any such proceedings would be borne by Australia Post.

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## 11 The Enhanced Safe Riding Project

### **A study to provide for substantial and sustainable improvements in the safety of motorcycle-delivery operations.**

- 11.1 By way of introduction to this clause, Australia Post submits that its Enhanced Safe Riding Project proposes a course of action, a corporate commitment, a monitoring program, and a degree of expense, which taken collectively is:
- (a) appropriate to the circumstances of the breach of the Act;
  - (b) in addition to Australia Post's remedial actions arising from the occurrence and investigation of the Scates' collision (set out in detail at **Clause 5** above);
  - (c) a proportionate program consistent with the penalties which might otherwise be faced by Australia Post if it is prosecuted for a breach of the Act; and
  - (d) a program which offers significant and long lasting benefits to Australia Post employees and to the public at large which would not automatically flow from any prosecution commenced against Australia Post under the Act.

- 11.2 Australia Post has recently worked with the Monash University Accident Research Centre (“**MUARC**”) to design a significant research study to achieve a major transformational and behavioural change in our motorcycle mail delivery operations, affecting all staff and management levels in the business. The Enhanced Safe Riding Project is expected to lead to large scale and sustainable improvements in the safety of motorcycle facilitated delivery operations, and reduction in the incidence of injuries associated with motorcycle delivery operations.
- 11.3 The Enhanced Safe Riding Project is substantial in terms of its scope, duration, impact and cost.
- 11.4 The Enhanced Safe Riding Project is described in a MUARC proposal which is included at **Attachment 21**.
- 11.5 Key features of the Enhanced Safe Riding Project include the following:
- The Project comprises two phases:
    - **Phase one**, of eight months’ duration and consultancy cost in the order of \$160,000, will involve the Enhanced Safe Riding Project researchers identifying work practice and organisational and safety climate factors that contribute to the incidence of motorcycle-related injuries, and recommending countermeasures;
    - **Phase two**, details of which depend on the outcome of Phase one, will involve the implementation of countermeasures which, as to their scope and timing, will be determined in consultation with Comcare.
- 11.6 Phase one will involve the researches undertaking the following activities:
- Statistical analysis of motorcycle related injury incidence in Australia Post.
  - Observing the work of PDOs, both during the course of indoor work, and during performance of the work of delivering mail by motorcycle. Observations will be undertaken at a number of metropolitan delivery facilities in NSW and Victoria;
  - Conducting a number of focus groups with PDOs in NSW and Victoria and interviews with senior delivery operational managers and senior executive to assist in identifying contributory factors and understanding organisation contexts.
  - Conducting a safety climate survey of approximately 200 PDOs in NSW and Victoria to understand attitudinal and behavioural factors contributing to the risk of injury. The study will involve research of literature to determine a suitable survey tool.
  - Development of countermeasures and a proposed implementation strategy for Phase two.

- Progress reporting at key milestones in each phase and as requested by Comcare from time to time.
  - Publishing findings, methods and other important and relevant matters in peer reviewed journals, other media such as industry journals and at any relevant safety conference.
- 11.7 Phase one will comprise a number of key milestones where the researchers will submit a note of progress. Australia Post will brief Comcare at the milestone stages about the progress in the study. At the conclusion of Phase one MUARC will report its findings and recommendations to Australia Post. Australia Post will provide a copy of the MUARC report to Comcare along with Australia Post's response to the recommendations made by MUARC at the end of Phase one.

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## 12 The Research Material

- 12.1 Australia Post acknowledges that Comcare has a legitimate and keen interest in maximising the utilisation of, and the rider-community benefit to be derived from, Australia Post's Enhanced Safe Riding Project.
- 12.2 In recognition of this fact, Australia Post
- (a) notes that it has retained Intellectual Property rights in the anticipated research material through appropriate contractual agreement with MUARC,
  - (b) will distribute a summary – agreed with Comcare – of the recommendations and findings of the Enhanced Safe Riding Project to motorcycle based delivery providers in Australia (such as courier companies) which may benefit from the research,
  - (c) hereby grants a non-exclusive royalty free licence to Comcare to use, disseminate and reproduce the research material, and
  - (d) undertakes that use and sharing of research material with Comcare will occur during the course of the project at the requests of Comcare, as information is made available to Australia Post.

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## 13 Reporting and Further Consultation

- 13.1 As noted above, Phase one of the Enhanced Safe Riding Project will comprise a number of key milestones where the Project researchers will submit a report on progress.
- 13.2 Australia Post will fully brief Comcare at each of the Project milestone stages concerning the progress in the Project.
- 13.3 At the conclusion of Phase one, MUARC will report its findings and recommendations to Australia Post. Australia Post will provide a copy of the MUARC report to Comcare along with Australia Post's response to the recommendations made by MUARC at the end of Phase one
- 13.4 Comcare will have an opportunity to fully consult with Australia Post concerning Project Phase One outcomes and recommendations, before Project Phase Two begins
- 13.5 Australia Post will not limit its reporting and consultation to these steps. Australia Post remains prepared to consult with Comcare at any time concerning any aspect of the matters addressed in this Enforceable Undertaking, or which arise out of the Project.

In addition, Australia Post recognises and accepts that Comcare will oversee compliance with this Enforceable Undertaking and may require third party verification, the provision of progress reports and the capacity for Comcare initiated auditing. Australia Post will cooperate with Comcare in this process, and will bear the costs of any third party verification or audit process under clause 9.



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