APPROVED SECURITY (UNCONDITIONAL UNDERTAKING)

[FOR USE WITH ECI HEAD CONTRACT ONLY]

**Deed Poll** **made at** ………… **on** ………………………., 20……

**By: *[INSERT NAME AND ABN OF FINANCIAL INSTITUTION]*** ("**Financial Institution**")

**In favour of: Commonwealth of Australia** ("**Commonwealth**")

Recitals

A. The Commonwealth and ***[INSERT NAME AND ABN OF CONTRACTOR]*** ("**Contractor**") have entered into a contract entitled "Early Contractor Involvement Head Contract - Two Contractor Planning Phase Approach" for ***[INSERT BRIEF PROJECT DETAILS]*** dated ***[INSERT DATE OF CONTRACT SIGNING IF AVAILABLE; IF NOT, DELETE "dated"]*** ("Contract").

B. Under the Contract, the Contractor is required to provide this deed to the Commonwealth.

This deed poll provides

1. Unconditional undertaking by financial institution

The Financial Institution unconditionally undertakes and covenants to pay to the Commonwealth any sum or sums which may from time to time be demanded in writing by the Commonwealth to a maximum aggregate sum of $***[INSERT]***:

* + 1. on demand;
    2. without reference to the Contractor; and
    3. notwithstanding any notice given by the Contractor to the Financial Institution not to pay that sum or sums.

1. Continuing liability of financial institution

The Financial Institution's liability under this deed is a continuing liability and will continue until:

* + 1. payment is made under this deed of the maximum aggregate sum; or
    2. the Commonwealth notifies the Financial Institution that this deed is no longer required.

However, the Financial Institution may at any time, without being required to do so, pay to the Commonwealth the maximum aggregate sum less any amounts it may previously have paid under this deed. After such payment, the Financial Institution's liability under this deed will immediately cease.

1. No discharge of liability by variation

The Financial Institution's liability under this deed will not be discharged or impaired by reason of:

* + 1. any variation (with or without the knowledge or consent of the Financial Institution) in:
       1. any of the provisions of the Contract;
       2. the Contractor’s Activities (as defined in the Contract); or
       3. acts or things to be executed, performed and done under the Contract; or
    2. any breach of the Contract by the Contractor or the Commonwealth.

1. Governing law

This deed is subject to and to be construed in accordance with the laws applicable to the Contract.

**Executed** as a deed poll.

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed sealed and delivered** for and on behalf of ***[INSERT NAME AND ABN OF FINANCIAL INSTITUTION]*** by***[INSERT SIGNATORY NAME]*** its Attorney under a Power of Attorney dated and registered Book No. and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of: |  |  |  |
| Signature |
|  |  |  |  |
| Signature of Witness |  |  |  |
| Name of Witness in full |

***[INSERT APPROPRIATE SIGNING BLOCK TO REFLECT MANNER IN WHICH FINANCIAL INSTITUTION SIGNS DEEDS OF THIS TYPE]***