

Working with SCE Requirements

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1 SCE Disclaimer for Subcontractors

1.1 Legal Terms

- The Subcontractor (or the subcontractor's representative signing this form) agrees with all the payment clauses cited on the "Subcontractor's Statement" which must be signed and submitted for every completed job.
- The Subcontractor will verify that all workers comply with Visa conditions and work rights requirements for the State they work in.
- The Subcontractor's technical performance, behaviour and procedures on the work site must follow the building industry best practices whilst adhering to all WHS/OHS standard regulations.

1.2 Insurances

- The Subcontractor guarantees to purchase appropriate level of cover for the works they perform and also guarantees the continuity of the cover for all required insurances.
- The Subcontractor will update SCE when any certificate of currency is renewed.
- All the workers employed by the Subcontractor in question will be covered by the Subcontractor's Public Liability, WorkCover Insurance, Professional Indemnity Policies, etc.

1.3 Workers (training, certifications and risk management)

- All the workers under the Subcontractor's supervision will be fully inducted, trained, oriented and supervised in the activities they will perform on site.
- All the workers under the Subcontractor's supervision will be skilled and accredited/compliant to execute every activity they are assigned on site.
- All the workers under the Subcontractor's supervision will follow Safety Procedures and Risk Assessments as per the State they undertake the works in, as well as SCE guidelines and site rules.
 - I.e. NSW Regulations stated by Safe Work Australia (Refer to link below for more information: <https://www.safeworkaustralia.gov.au/construction>).
- The Subcontractor will obtain and retain up-to-date ID documents and emergency contact details for all the workers under the Subcontractor's supervision and will provide them to SCE upon request.

1.4 Workplace Accidents and Incidents

- The subcontractor guarantees that none of their employees, part-time workers or representatives have been convicted of a Workplace Health and Safety or Environmental Offence or been served a notice in the last 3 years.
- The subcontractor guarantees to stop utilising their employees, part-time workers or representatives once the breach has occurred. This breach must be communicated to SCE in writing and a suitable alternative must be provided instantly to prevent any delays to the works.

1.5 Fair Work Terms

Employees:

- If your company subcontracts to another person or entity for any of the services you offer to SCE, you must notify the Company of these arrangements and they must be agreed upon by SCE.
- If your company employs subcontractors, you must monitor their compliance with workplace laws.
- If your company employs any staff (that is not a sole trader) to perform the services provided to SCE and these employees are covered by an award, registered agreement or the national minimum wage you must notify SCE of the details.
- Your company must provide employees with their minimum pay rates (including penalties, allowances and overtime, breaks and leave).

Records and payslips:

- It is preferred that your company keep employee records.
- You must have payslips for your employees.

Fair work Ombudsman:

- If your business ever been investigated by the Fair Work Ombudsman you must immediately notify SCE of this, and if anything changes during your employment with SCE you are required to update them.

1.6 Site Rules

Subcontractors that do not comply with the following work site rules will be appropriately warned or removed from our subcontractor's panel.

- A site attendance log must be used and presented to SCE when requested.
- Site attendance must be confirmed prior to arrival to site. Turning up unannounced will not be tolerated.
- Site attendance must include location, date and time.
- Subcontractors must be punctual, courteous, and polite to all parties involved in the project. Rude or offensive behaviour will not be tolerated.
- In the event of the Subcontractor running late for a job, the Site Contact, Trade supervisor and SCE must be notified. This includes providing a revised arrival time in a prompt manner. No shows will not be tolerated.
- All workers must hold a valid General Construction Induction card. No site access is permitted without this.
- Subcontractors must hold a valid Contractor License through Fair Trading NSW to carry out any residential works above \$5000 (this includes labour and materials). Any un-licensed workers must be supervised at all times by the Subcontractor's authorised supervisor.
- It is the subcontractor's duty to directly supervise these workers, all work performed by these un-licensed workers is the liability of the subcontractors.
- Subcontractors must hold a valid Licence (*As well as providing a copy to SCE for the records*) applicable to the works they undertake issued by relevant state:

- SafeWork NSW
- Worksafe VIC
- WorkCover QLD
- Other accreditations may be and most likely will be required e.g. Police Check. The Subcontractor must provide/gain all accreditations asked for by SCE.
- A site specific risk assessment must be carried out and completed by the subcontractor prior to commencing the works.
- Appropriate PPE must be used on all job sites. It is your responsibility to possess and use required PPE. By signing this document, you acknowledge that you comply with this requirement at all times. If you need any PPE, you need to send an email to info@scecorp.com.au and contact SCE management immediately. PPE can always be picked up from SCE Head Office. Minimum requirements are as follows:
 - Safety Helmets,
 - Safety Vests,
 - Safety Glasses,
 - Safety Gloves,
 - Safety Boots,
 - Sunscreen,
 - First Aid Kit

Note: A risk assessment should first be performed to conclude the risks.

- A Job Safety Analysis (JSA) is required to be completed, prior to every single job no matter how little the risks. No works are permitted to go ahead without first filling out a JSA and implementing it onsite.
- A site specific Safe Work Method Statement (SWMS) is required to be completed, prior to performing high-risk activities. A copy of the SWMS must be provided to SCE or the trade supervisor prior to the commencement of works. The SWMS must be signed and implemented on site.
- If an onsite hazard is identified, which is outside your controls, please notify SCE immediately. No works are to proceed if the activity is deemed unsafe to do so.
- Any accidents/injuries or near misses must be reported to the SCE Trade Supervisor as soon as possible following the event.
- No smoking allowed inside site premises. If a project allows smoking there will be a dedicated smoking area, all smoking must be done in this area. Any littered butts will not be tolerated.
- No fighting. Workers caught fighting will be removed from the site. This also applies to verbal altercations.
- No swearing or playing of music which involves swearing.
- No alcohol or drugs to be consumed on site. Any workers under the influence of drugs or alcohol will not be permitted onsite. Any Subcontractors suspected to be under the influence of drugs or alcohol onsite will be requested to leave at once. SCE reserved all rights to undertake random and "for cause" testing.
- An onsite Portaloo will be provided by SCE on large projects. Where it is not provided onsite toilets are only to be used with the permission of the site contact. Workers must ensure toilet is left in a clean state after each use.

- Portable Electrical Tools must be tested and tagged every 3 months by a suitably qualified person. RCD's are to be tested upon each installation via in-built test function. It is the Subcontractors responsibility to complete these tasks.
- The Subcontractor agrees to ensure that all plant, tools and equipment used will be in a safe and serviceable condition.
- Log books are required for all plant and equipment.
- Mobile phones are not to be used by persons operating plant and machinery.
- Pre-commencement and post completion photos must be taken by the Subcontractor.
- Relevant dust protection, drop sheets, floor protection, etc. are to be installed by the Subcontractor, prior to commencement of site works, unless previously supplied by an alternate trade.
- Any damage caused whilst onsite, must be reported to SCE immediately.
- Unless an onsite skip bin or designated waste location is provided, all associated waste/debris must be removed from site, by the Subcontractor unless otherwise agreed upon. *Failure to comply will result in applicable back-charges.*
- The work areas are to be cleaned by the Subcontractor prior to leaving site. The Subcontractor is responsible to supply your own cleaning services or equipment unless otherwise agreed upon. Usage of the clients cleaning equipment will not be tolerated.
- Do not disturb or remove silt fencing, hay bales or anything else that may cause sedimentation.
- All contamination spills such as oils or chemicals must be reported to the Supervisor and SCE.
- SDS's (Safety Data Sheets) must be available in either soft or hard copy.
- At all times, any reasonable request made by a supervisor must be carried out.
- "Hot Works Permits" are required to be filled out prior to hot works commencing i.e. cutting, grinding, welding (anything that may cause a spark).
- These rules apply unless otherwise authorised. SCE reserves the right to amend these rules anytime. Additional specific site rules may apply.
- You agree to comply with:
 - NSW WHS Act 2011, NSW WHS Regulations 2017
 - VIC OHS Act 2004, VIC OHS Regulations 2017
 - QLD WHS Act 2011, QLD WHS Regulations 2011

1.7 Purchase Orders and Invoicing

- By the subcontractor proceeding with works, it is deemed that the following terms and conditions are accepted and will be adhered to. Failure to comply will render tax invoice submission as non-valid payment claim, which will not be processed. A complying tax invoice would then be required to be submitted by the Subcontractor within 48 hours of completing the works.
- In order to be eligible for payment by SCE, before/after photos of the works as well as a client signature must be provided otherwise the subcontractor may forfeit payment.
- Subcontractors may also forfeit payment if 'Subcontractors statement' is not attached to every invoice.
- The agreed Scope of Works (SOW) will be listed on your Purchase Order (PO). The subcontractor is not authorised to complete any works outside of the SOW.

- If the works do not align with/exceed with costs of the SOW, do not proceed. If the subcontractor proceeds without first discussing with and gaining permission from SCE, the subcontractor will forfeit payment and be liable for any additional costs.
- If there is any uncertainty regarding your PO amount or SOW, discuss directly with SCE. Revised PO to be issued in writing, prior to proceeding.
- Any changes to materials or the SOW, must be approved, in writing by the Insured and SCE, prior to proceeding with ordering of materials or physical works. The subcontractor will be held liable for proceeding with any unauthorised material or SOW changes that arise in dispute, including all applicable cost to rectify.
- All works are to comply with Current National Construction Code series, Australian Standards, NSW, QLD & VIC current guide to standards and tolerances, manufacturer's installation recommendations and the PO's SOW. Where the works being performed are unable to comply, written Instructions outlining the issues, via a Warranty Waiver, must be obtained from SCE, prior to proceeding. Any works that do not comply with these items will be deemed as defective.
- Defective works, which are a result of the Subcontractor's actions, and will be the Subcontractor's liability to rectify. Failure to rectify will result in alternate contractor(s) to be engaged and all applicable cost incurred to rectify the item(s) will be back-charged to the original Subcontractor, via being deducted from this project's PO amount or off-set against any monies owing to the Subcontractor whatever under or in connection with any other PO or contract between the parties.
- Lump Sum PO's nominate the maximum agreed amount that the Subcontractor can invoice. Tax Invoice submissions that exceed the PO amount will be rejected in full and not be deemed as a valid payment claim. A revised Tax Invoice would then be required to be resubmitted for processing.
- Do and Charge/Cost Plus PO's will nominate that the works are to be undertaken on a Do and Charge basis and be issued with an amount of \$1.00 plus GST. The Subcontractor's tax invoice must provide a breakdown of the labour incurred, including date of works, description of works undertaken, name of person(s) who completed the works, hours completed and hourly rate as per agreed rates. This is required for each person and for each day of works. (Note: where no written agreed hourly rates are obtained, the rate is to be consistent with market value). The Subcontractor's invoice must provide a breakdown of the material expenses on a line by line item basis. A copy of the material invoices must also be supplied with the tax invoice, for substantiation. No margin is to be applied to the materials cost by the Subcontractor, unless prior written approval has been obtained by SCE.
- All tax invoice submissions must state Business Name, ABN/CAN (if applicable), contact details, PO number, site address, services rendered, total amount claimed, including applicable GST component, Bank Details and be supplemented by a completed copy of the Subcontractors statement.
- All tax invoices must be submitted to SCE, within 2 business days after you have completed your work's onsite.
- All tax invoices and relevant documentation must be emailed directly to invoice@scebuilding.com.au for uploading onto our system. Invoice receipt dates will only be registered via this email account.

- Deposits, where applicable and only when approved by SCE, will be paid upon receipt of a valid and approved tax invoice will processed.
- One Progress Claim may be submitted, up to midnight on the 26th day of each month. The amount must represent the works completed before the date of the payment claim submission and the aggregate of all progress claims, must not exceed 80% of the PO amount.
- Final Claims may be submitted, up to midnight on the 26th day of each month and upon all works nominated on the PO having been completed in full and satisfactory.
- Payment of valid and approved tax invoice will be within a maximum period of 32 days from the end of month in which the tax invoice was received, or such other time-period, agreed in writing, by both parties.

1.8 Confidentiality and Disclaimer

- All information contained in this document, as well as any Other SCE document or relevant document, appendices, attachments, and addendums incorporated by reference are confidential and may only be used for the purpose of the Trade Partner Services requested and contracted for by SCE.
- The confidentiality and disclaimer clause includes all trade secrets, prices, purchasing data, supply and service data, client information, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which is by its nature confidential, which has been designated as confidential or is derived or produced partly from the confidential Information.

By the Subcontractor proceeding with works, it is deemed that the previous processes will be met, and the sited rules will be applied on the worksite. By signing this document and proceeding with the works the subcontractor is also deeming this information to be true and correct and if any of this information changes the subcontractor will notify SCE immediately.

If you require any assistance, please do not hesitate to contact our administration support staff on (02) 9051 9590 or (02) 9051 9595 or 0450 540 760.

Note: We are unable to issue a Purchase Order until you agree with all SCE statements and work procedures.

2 Subcontractors Tax Invoice Requirements

In order to meet the relevant legislative criteria for a valid 'Tax Invoice', we require Tax Invoices to be completed correctly in accordance with the followings:

1. Your ABN.
2. Date of Issue.
3. Your Full Address.
4. The words "Tax Invoice".
5. Your Trade License Number.
6. Do not invoice the Supervisor.
7. Your Primary Contact Number.
8. A suitable and unique invoice number.
9. Separate invoice for each site address.
10. Faxed Tax invoices will not be accepted.
11. Invoice to SCE.
12. Works must be completed before you submit invoices for payment.
13. GST Statement "total price includes GST", or "not registered for GST".
14. Total price (including GST), GST shown separately. Do not round the GST.
15. Your Full Trading Name (Pty Ltd if required) or if trading name please indicate.
16. All tax invoices must be clear; if we cannot read them we are unable to pay them.
17. Our ABN 77 611 423 799 and Address: Office 1/97 Blaxland Rd, Ryde NSW 2112.
18. Quantity of goods supplied. Copy of receipts for materials supplied for Do & Charge job is required.
19. Description of work carried out and/or supplied or your quotes number. Attach a copy of your approved quote. (NOTE: description of any additional work required if not listed in your quote or PO).
20. Please clearly identify the dates work carried out and the cost break down on the invoice. Please specify labour and material cost separately.
21. Our Purchase Order Number (note: jobs carried out without a purchase order or invoices received different from the amount on purchase order will not be paid, NO VERBAL AUTHORITY BY ANYONE WILL BE ACCEPTED, only make safe jobs can be carried out without purchase order).

22. Full Job Site Address including Unit number and/or House number (this falls under description of works carried out or supplied).
23. Payments are by EFT and released in accordance with the below mentioned criteria.
24. Due to changes with the NSW Payroll Tax Legislation, we will not be able to release payment to subcontractors until we have received a signed Subcontractors Statement.
25. It is your responsibility to get your tax invoice into our office on time, no longer than 7 days after completing the work, otherwise we cannot guarantee the payment. No responsibility is taken for late or lost tax invoices. If you are bringing your invoice into our office, they must be handed directly to accounts payable, not given to the Supervisor.
26. Bi-Monthly Sub-Contractors ONLY: valid invoices that are received between the 1st-15th will be processed on the last day of the month (or the next working day after the end of the month). Invoices that are in our office between the 16th - 31st will be processed on the 15th of the following month.
27. Monthly Sub-Contractors ONLY: valid invoices that are received by the close of business on the last day of the current month, will be processed at the end of the following month.
28. All tax invoices must be accompanied with the signed subcontractor statement form. And MUST be emailed to invoice@scecorp.au.

3 Working with SCE Requirements

3.1 Introduction

This document demonstrates the approved safety and health principles and procedures that **MUST** be evaluated, understood and followed by all SCE’s Direct/Indirect Employees, Contractors, and/or Subcontractors before commencing any building and/or construction activities on any of SCE Job Sites.

All SCE’s Direct/Indirect Employees, Contractors (including their work force, full time/casual employees and visitors) and Subcontractors are required to identify potential hazards in the worksite by evaluating the risk triggers, control measures and agreeing in the safest way to undertake the works. **By signing this document, ‘SCE’ assumes that every subcontractor will follow and apply these procedures appropriately. No Short Cuts.**

“You are always welcome to contact SCE Management Team if you are unsure”

3.2 Subcontractor Information

Trade / Company Legal Name:	
Trade / Company Representative:	
Representative Contact Number:	
Secondary Contact Number:	

3.3 Required Documentation

Although you have successfully demonstrated to be professional in your field of expertise, upon request, SCE is willing to provide you and all your workforce with the appropriate tools, trainings, information and documentation required to assist you with your Risk Evaluation and Control Assessment.

As a minimum, you are required to complete and email the following documentation to info@scecorp.com.au before commencing any site activity:

- ✓ JSA (Job Safety Analysis / Identification) – For every single project / job.
 - ✓ SWMS – For all high-risk activity/s identified in your JSA.
 - ✓ Risk Matrix to be used in all your assessments.
- If any risk is identified as HIGH in your JSA, you should NOT proceed with the job. You MUST first complete your SWMS, and if unsure, discuss the risks and the proposed risk mitigations with SCE management to ensure your risk mitigation is effective.
 - If any risk is identified as Medium in your JSA, you should note your risk mitigation in the JSA, discuss and implement the control measure/s with your team before commencing works.
 - If any risk is Low, you should decide an optional control measure based on your technical point of view.

3.4 PPE AVAILABLE (to you and your team)

Appropriate PPE must be used on all SCE job sites. This is your responsibility to possess and use required PPE. By signing this document, you acknowledge that you comply with this requirement at all times. If you need any PPE, you need to send an email to info@scecorp.com.au and contact SCE management immediately. Spare PPE can always be picked up from SCE Office.

- ✓ Safety Helmets
- ✓ Safety Vests
- ✓ Safety Glasses
- ✓ Safety Gloves
- ✓ Safety Boots
- ✓ Sunscreen
- ✓ First Aid Kit

“SAFETY IS EVERYONE’S RESPONSIBILITY!”

You are responsible to familiarise yourself and your team (including your new team members) with SCE policies, procedures and/or any other instructions given by SCE management team as well as Australian Standards and your state rules and regulations.

By signing this form, you acknowledge the following:

1. Your responsibility towards your safety and the ones around you (work team and clients).
2. Your responsibility to pass this information to your relevant crews.
3. Your responsibility to ensure everyone who is involved in the works have the appropriate training, induction and qualifications to perform the job.
4. Your responsibility to pay all your employees, subcontractors and suppliers.
5. Any breaches for the above requirements may result in the following penalties at the company’s discretion:
 - 1st breach – Verbal warning
 - 2nd breach – Written warning
 - 3rd breach – Termination of employment/contract
 - Any serious offence that concerns safety may result in immediate termination

4 Working with Ventia Requirements (Only for trades who work with Ventia Housing Commission Jobs)

4.1 Introduction

This document demonstrates the approved safety and health principles and procedures that MUST be evaluated, understood and followed by all SCE’s Direct/Indirect Employees, Contractors, and/or Subcontractors before commencing any building and/or construction activities on any of SCE Job Sites for Ventia and Housing Commission.

All SCE’s Direct/Indirect Employees, Contractors (including their work force, full time/casual employees and visitors) and Subcontractors are required to identify potential hazards in the worksite by evaluating the risk triggers, control measures and agreeing in the safest way to undertake the works. **By signing this document, ‘SCE’ assumes that every subcontractor will follow and apply these procedures appropriately. No Short Cuts.**

“You are always welcome to contact SCE Management Team if you are unsure”

4.2 Subcontractor Information

Trade / Company Legal Name:	
Trade / Company Representative:	
Representative Contact Number:	
Secondary Contact Number:	

4.3 Required Documentation

Although you have successfully demonstrated to be professional in your field of expertise, upon request, SCE is willing to provide you and all your workforce with the appropriate tools, trainings, information and documentation required to assist you with your Risk Evaluation and Control Assessment.

As a minimum, you are required to complete **Ventia’s Induction** in addition to SCE’s requirements as stated above before commencing any site activity:

- ✓ Open the registration link.
- ✓ Enter the Code for contractors: CON.
- ✓ Each Contractor is required to enter their first name, last name, phone number and email address.
- ✓ Select which Broadspectrum contract you are working on (LAHC AMS Contract) and then the contracting company you work for. (Sydney Contracting Engineers).
- ✓ Click the ‘Next’ button - an email will be sent containing your login details.
- ✓ Complete all the modules, pass the quiz, and upload all necessary documents on the Pulse Portal.
- ✓ All certificates must be uploaded as the original PDF document. Any rejections will be accompanied with comments stating the reason of rejection.

- ✓ As these works concerns a government organisation, induction must be completed to a satisfactory degree before any works can commence, no exceptions. If you have any troubles/questions regarding the induction, you are welcome to come to SCE's office and we are happy to help you complete the induction.
- ✓ Trade specific documents:
 - Asbestos – Control Plan, SWMS, Letter to Neighbours, Safe Works submission, Clearance Certificate, Air Monitoring
 - Waterproofing certificate for tilers/waterproofers
 - BER report for Electricians/Plumbers (Vacant Works only)
 -

“SAFETY IS EVERYONE’S RESPONSIBILITY!”

You are responsible to familiarise yourself and your team (including your new team members) with Ventia policies, procedures and/or any other instructions given by SCE management team, Ventia Standards as well as Australian Standards and your state rules and regulations.

By signing this form, you acknowledge the following:

1. Your responsibility towards your safety and the ones around you (work team and clients).
2. Your responsibility to pass this information to your relevant crews.
3. Your responsibility to ensure everyone who is involved in the works have the appropriate training, induction and qualifications to perform the job.
4. Your responsibility to pay all your employees, subcontractors and suppliers.
5. Any breaches for the above requirements may result in the following penalties at the company's discretion:
 - 1st breach – Verbal warning
 - 2nd breach – Written warning
 - 3rd breach – Termination of employment/contract
 - Any serious offence that concerns safety may result in immediate termination

5 SCE Confidentiality / Non-Disclosure Agreement

5.1 CONFIDENTIALITY DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into by and between _____ (Business Name) _____ with its principal offices at _____ (Business Address) _____ ("Receiving Party") and SCE, located at Office 1/97 Blaxland Rd, Ryde NSW 2112 ("Disclosing Party") for the purpose of preventing the unauthorised disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.



7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

I acknowledge that I have read, understand and willing to fully accept SCE terms & conditions as mentioned above.

SCE

Frank MANESH
Business Director

Farshid MANESH
Operations Director

_____ (“Receiving Party” Information)

Signature:

Signature:

Name:

Witness:

Role:

Role:

Date:

Date: