

DEED OF DONATION AND AGREEMENT TO INSTALL

**SMART CITY SOLAR SECURITY LIGHTING
DONATION**

YIRAY TECHNOLOGIES PTY LTD

AND

GLEN EIRA CITY COUNCIL

THIS DEED is made on

PARTIES

Yiray Technologies Pty Ltd

ABN: 88 664 111 871
Level 1 33-39 Centreway
Mount Waverley VIC, 3149

Glen Eira City Council (Council)

ABN: 65 952 882 314
PO Box 42
Caulfield South 3162

BACKGROUND

- A. Yiray Technologies wishes to donate to GECC and install Smart City Solar Security Lights.
- B. Council accepts the donation and both parties agree to the donation of the lights and their installation on the terms of this Deed.

THE PARTIES AGREE THAT:

1 ACTIVITIES BY THE PARTIES

- 1.1 **Donation of Smart City Solar Security Lights:** Yiray Technologies will make a donation of 14 smart city solar security lights, which it values in total at \$175,000, to be installed at Pawfield Park, Caulfield East.
- 1.2 **Installation:** The installation of the lights will be undertaken by Yiray Technologies without cost to Council and will be overseen by Council staff.

Yiray Technologies shall be responsible for the safe installation of the lights including obtaining the necessary building permits, complying with job safety requirements, ensuring public safety and the security of surrounding Council property and ensuring all contractors used in connection with the installation are licensed where required by law and have public liability insurance with a reputable insurer for an amount of not less than \$20 million per event. Yiray Technologies will obtain copies of contractors' certificates of insurance evidencing insurance is in place and will provide these to Council on request. Yiray Technologies shall be responsible for meeting all relevant Australian standards and industry standards in connection with the installation. The installation process is estimated to take 3-5 days and will commence on a date agreed by the parties.

Location: Council will determine the location of the installation of each light within Pawfield Park and will work with Yiray Technologies to determine the timing of the installation.

- 1.3 **Hours of Operation:** The lights will operate from sunset to 10 pm initially, with the potential for sensor activation to extend their operation later into the evening or early morning, subject to change based on usage and mitigating issues.

- 1.4 **Cost to Council:** The lights, upon installation, shall become a Council asset, both from a liability perspective and asset management. Council shall cover any costs associated with the repair or replacement of lights due to vandalism or unforeseen damage.

Each light is valued by Yiray Technologies at approximately \$12,500. Full replacement would only be likely in the event of serious vandalism or weather-related incidents (e.g., a tree falling on them).

Council is under no obligation to replace or repair lights after installation and may determine in its sole discretion, not to repair or replace damaged lights or may determine to replace lights with alternative light fixtures of its choosing.

Council may also determine in its sole discretion to remove one or more lights at any time after installation and will determine how the lights will be managed and operated, including whether the functionality associated with CCTV camera operation or other additional functionality will be used.

If Council determines to remove lights, it will advise Yiray Technologies and explain its reasons. Yiray Technologies may suggest solutions to any concerns Council has, but ultimately, Council may act in its sole discretion. If the system is to be removed, it will be offered to Yiray Technologies in the first instance.

- 1.5 **Data Management:** Inclusion of CCTV cameras in the smart light system necessitates compliance with Council's Closed Circuit Television Policy (CCTV). The CCTV element shall be captured through a secure platform, and its activation shall occur only with Council approval after meeting Council's data management, security, and privacy requirements.

In the event of a data security breach or unauthorised access compromising the security or privacy of any person, or the integrity of the lighting system or other data, Yiray Technologies will provide such assistance to Council as it requires, and Council reserves the right to temporarily or permanently deactivate or remove the smart lights or disable the CCTV function for this or any reason. Council can provide feedback on the systems to other potential clients to ensure security and data remain secure.

- 1.6 **Additional Features:** Yiray Technology's smart lights offer additional features for potential future use, including proximity media to provide Council messages or promote local events to park visitors, and Wi-Fi capability for users to connect to the internet via LED lights. Council signage could also be installed on the poles using specific brackets.

Any future utilisation of these features shall be aligned Council's Smart Cities Roadmap and subsequent policy regarding data management, privacy and security. Council will determine in its sole discretion whether any additional features of the lights will be used.

- 1.7 **Acknowledgment:** Council and Yiray Technologies acknowledge that the donation is a significant contribution to Pawfield Park. As such, Council will formally acknowledge the donation, including on-site recognition, likely in the form of a small plaque, acknowledgement on Council's website, and a formal opening event to acknowledge Yiray Technology's contribution to Pawfield Park.

- 1.8 **Term:** This Deed shall commence on the date of this Deed and continue until the smart city solar security lights have reached the end of their lifecycle or until terminated as provided herein.

2 PRIVACY AND CONFIDENTIALITY

- 2.1 Subject to the right to share information to acknowledge the donation as set out in clause 1.7, each party will protect the confidentiality of information provided and passed to each other under this Deed.
- 2.2 Unless otherwise agreed in writing, neither party will disclose any information provided to it by the other party unless the information is in the public domain or required to be provided by law or in accordance with this Deed.
- 2.3 The parties agree to comply with the Council's privacy policy and the Privacy and Data Protection Act 2014 (Vic) with respect to the collection, security and management of personal information as that expression is defined in that Act.

3. LIABILITY AND INDEMNITY

- 3.1 **Glen Eira City Council Liability:** Council will assume liability for the operation and maintenance of the smart lighting system within open space areas, including any claims, demands, actions, liabilities, losses, costs, charges, and expenses sustained, consistent with the approach taken across other parks and open spaces in the municipality except to the extent such claims, demands, actions, losses or liabilities arise due to the acts or omissions of Yiray Technologies or its contractors, sub-contractors, agents or personnel.
- 3.2 **Manufacturing and Defect-Related Issues:** Claims related to the manufacturing, defects, or performance of the smart lighting system or the installation of the lights shall be subject to the normal warranties and defect periods provided by Yiray Technologies as notified to Council or available at law or in accordance with general industry standards.

4 NOTICES

In accordance with Council's Philanthropic Partnership Policy this Deed will be made public on Council website.

5 APPLICABLE LAW

This Deed is governed by and construed in accordance with the laws of the State of Victoria.

EXECUTED as a Deed.

SIGNED by MORDECHAI FIXLER
on behalf of Yiray Technologies
in the presence of:

)
)
) 
)



Witness

SIGNED by
Glen Eira City Council
in the presence of:



, Niall McDonagh - Director Sustainability, Assets and Leisure
)



Witness