

Schedule 1: General Order Form

PROCURE IT VERSION 3.2

General Order Form to the Customer Contract between:

**The Crown in right of the State of New South Wales
acting through Department of Customer Service
(ABN 81 913 830 179)**

and

**Datacom Systems (AU) Pty Ltd
(ABN 39 135 427 075)**

for the provision of End User Computing Services

Contract Number: GCS/657073

CUSTOMER

Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	The Crown in right of the State of New South Wales acting through Department of Customer Service (ABN 81 913 830 179)

Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's service/delivery address (for service of notices):	Department of Customer Service McKell Building 2-24 Rawson Place Sydney NSW 2000

Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Customer's Authorised Representative:	

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's full legal name:	Datacom Systems (AU) Pty Ltd (ABN 39 135 427 075)

Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's service/delivery address (for service of notices):	Attention: Wayne Forrest, Customer General Manager Datacom 1 Julius Avenue North Ryde NSW 2113

Item 6 Contractor's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Contractor's Authorised Representative:	

Item 7 Head Agreement

This Item 7 must be completed when the Customer Contract is entered into under a Head Agreement.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.1)	Not applicable
Specify the Head Agreement number:	Not applicable
Specify the Head Agreement title:	Not applicable
Specify the Term of the Head Agreement: Start Date: End Date: If the Term of the Head Agreement has expired the Customer must obtain the Contract Authority's approval to enter into a further Customer Contract, and this approval should be attached to this General Order Form.	Not applicable
Insurance (clause 16.2)	Not applicable
Specify the insurances required under the Head Agreement:	Not applicable
The default insurance requirement under the Head Agreement is public liability insurance with an indemnity of at least \$10,000,000 in respect of each claim for the period of cover. Specify any higher limit of cover that is required by the Head Agreement:	Not applicable
The default insurance requirement under the Head Agreement is product liability insurance with an indemnity of at least \$10,000,000 for the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	Not applicable
Specify if professional indemnity/errors and omissions insurance was required under the Head Agreement. If so, the default insurance requirement is for a limit of cover of \$1,000,000 in respect of the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by	Not applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
the Head Agreement:	
Workers' compensation insurance in accordance with applicable legislation:	Not applicable
Specify any other type of insurance required under the Head Agreement and the specified amount:	Not applicable
Performance Guarantee (clause 17.1)	
Specify if the Contractor was required to provide a Performance Guarantee under the Head Agreement:	Not applicable

Item 8 Modules that form part of the Customer Contract

Formation (clause 3.8(a))

Indicate, by marking with an X, the Modules that apply

Module 1 – Hardware Acquisition and Installation	<input type="checkbox"/>	Module 11 – Telecommunications as a Service	<input type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services	<input type="checkbox"/>	Module 12 – Managed Services	<input checked="" type="checkbox"/>
Module 3 – Licensed Software	<input type="checkbox"/>	Module 13 – Systems Integration	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 13A – Major Project Systems Integration Services	<input type="checkbox"/>
Module 5 – Software Support Services	<input type="checkbox"/>		
Module 6 – Contractor Services	<input type="checkbox"/>		
Module 7 – Professional Services	<input type="checkbox"/>		
Module 8 – Training Services	<input type="checkbox"/>		
Module 9 – Data Migration	<input type="checkbox"/>		
Module 10 – As a Service	<input type="checkbox"/>		

Item 9 Schedules that form part of the Customer Contract in addition to the General Order Form

Formation (clause 3.8(b))

Indicate, by marking with an X, the Schedules that apply

Schedule 1 – General Order Form	Applies	Schedule 7 – Statutory Declaration - Subcontractor	<input checked="" type="checkbox"/>
Schedule 2 – Agreement Documents	<input checked="" type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input checked="" type="checkbox"/>
Schedule 3 – Service Level Agreement	<input checked="" type="checkbox"/>	Schedule 9 – Performance Guarantee	<input type="checkbox"/>
Schedule 4 – Variation Procedures	<input checked="" type="checkbox"/>	Schedule 10 – Financial Security	<input type="checkbox"/>
Schedule 5 – Escrow Deed	<input type="checkbox"/>	Schedule 11 – Dispute Resolution Procedures	<input checked="" type="checkbox"/>
Schedule 6 – Deed Poll – Approved Agents	<input checked="" type="checkbox"/>	Schedule 12 – Project Implementation and Payment Plan	<input checked="" type="checkbox"/>

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	The Commencement Date is the day which is 4 weeks from the date both parties sign the Customer Contract.
Specify the end of the Contract Period:	The date which is three (3) years following the Commencement Date.
Specify any period of extension of the Contract Period in days/weeks/years:	None

Item 11 Common Details

Formation (clause 3.4)			
For the Pricing for Transition In Services, see Exhibit 3 to Schedule 12 – Project Implementation and Payment Plan.			
For the Pricing for the Managed Service, see Exhibit 3 to Schedule 12 – Project Implementation and Payment Plan.			

Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	The Sites are any of the sites of the Customer or any other Government Agencies listed in the Contract Specifications or are notified by the Customer in writing from time to time.
Specify any delivery instructions:	The Customer will, from time to time, notify the Contractor of the relevant delivery instructions.
Specify the hours during which delivery may be made to the Site:	<p>For the Transition In period the hours are 9am to 5pm on Business Days.</p> <p>For Deskside Support the hours are for those Services as referred to in Exhibit 1 to Schedule 12 - Project Implementation and Payment Plan</p> <p>For End User Services the Service Hours are 9am to 5pm.</p> <p>For the Field Services the Service Hours are 9am to 5pm.</p> <p>For off site - Service Desk Support is to be provided between the hours of 8am to 6pm on Business Days.</p> <p>Out of hours support (including VIP support) is described in Exhibit 1 to Schedule 12 – Project Implementation and Payment Plan.</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>For on-site support:</p> <p>(1) Each Tech Café with more than one person assigned it will be open from 8am to 5:30pm on Business Days.</p> <p>(2) Subject to paragraph (3) immediately below, each Tech Cafe with only one person assigned to it will be open for an 8 hour period each Business Day except for a half hour for the relevant Contractor Personnel's lunch break. The Customer will notify the Contractor of the actual hours for each such Tech Café (limited to an 8 hour period on each Business Day). The Parties recognise the period must occur on a consecutive 8 hour basis at some time between 8.30am and 5.30pm on Business Days with the actual time to be determined by the Customer from time to time.</p> <p>(3) If a Site has multiple Tech Cafes with only one person assigned to each of them:</p> <p>(a) the opening hours of each individual Tech Café at that Site will be staggered to ensure that, between 8.00am and 5.30pm on Business Days, there is always at least one Tech Café open at that Site; and</p> <p>(b) each individual Tech Café at that Site will be open for a consecutive 8 hour period each Business Day (except for a half hour for the relevant Contractor Personnel's lunch break) between 8.00am and 5.30pm, with the actual opening time to be determined by the Customer from time to time.</p>

Item 13 Contract Specifications

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Formation (clause 3.4)</p> <p>If the Contract Specifications are the User Documentation leave this Item blank.</p> <p>If the Contract Specifications comprise other documents, list those documents in order of priority:</p>	<p>The Contract Specifications are the specifications contained in:</p> <p>(a) this General Order Form (excluding schedules and annexures);</p> <p>(b) Module 12 Order Form;</p> <p>(c) Schedule 12 – Project Implementation and Payment Plan;</p> <p>(d) Annexure A (Item 43 Additional Conditions) to this General Order Form;</p> <p>(e) any exhibits or attachments to the item(s) listed in (a);</p> <p>(f) any exhibits or attachments to the item(s) listed in (b); and</p> <p>(g) any document which is agreed by the parties under a process outlined in this Customer Contract.</p> <p>If there is any conflict between any of the specifications in the documents listed above, the items listed earlier in the list</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	will prevail to the extent of that conflict.
System (clauses 5.11 and 9.3)	
Specify whether the Products and Services comprise a System.	Not applicable

Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clauses 11.1 and 11.2)	
Invoicing (clauses 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	
Specify address to which invoices should be sent:	2-24 Rawson Place, Sydney, 2000 [REDACTED]
Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment. If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.	The Customer must pay the Contractor within 30 days after receipt of a Correctly Rendered Invoice.
Specify when the Contract Price must be paid: E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery". If payment is to be made on more than one occasion then consider using a PIPP under Item 20.	See Exhibit 3 of Schedule 12 - Project Implementation and Payment Plan.
Specify whether the Contract Price is fixed: E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:	See Exhibit 3 of Schedule 12 - Project Implementation and Payment Plan.

Item 15 User Documentation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
User Documentation (clause 5.4(b))	
Specify the Price of any additional copies of the User Documentation:	The Contractor must provide one hard copy of the User Documentation to the Customer and make the User Documentation available to the Customer at all times in electronic format at no cost.

Item 16 Management Committee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Management Committee (clause 6.4)	
List the name/s of the Contractor's project manager, officers or other relevant persons who will sit on the management committee:	See Exhibit 1 (Services) to Schedule 12 – Project Implementation and Payment Plan.
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	See Exhibit 1 (Services) to Schedule 12 – Project Implementation and Payment Plan.
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	See Exhibit 1 (Services) to Schedule 12 – Project Implementation and Payment Plan.
Management Committee (clause 6.8)	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	See Exhibit 1 (Services) to Schedule 12 – Project Implementation and Payment Plan.
Specify any other details:	None

Item 17 Performance Review Procedures

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Reviews (clause 6.10)	
Specify if a service and performance review/s of the Contractor's performance of the Customer Contract is to apply:	See Exhibit 1 (Services) to Schedule 12 – Project Implementation and Payment Plan.
Specify any specific time intervals for service and performance reviews:	See Exhibit 1 (Services) to Schedule 12 – Project Implementation and Payment Plan.

Item 18 Site Preparation and Maintenance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Site Specifications (clause 6.12)	
Specify: <ul style="list-style-type: none"> • Site location; and • whether a Site Specification is required. 	See item 12 for the Site locations. The Parties agree that a Site Specification for each Site is not required.
Access to Customer's Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	The Customer will provide access to the Sites for Contractor Personnel in accordance with the usual procedures that the Customer provides access to its own Personnel.
Specify any requirements for the preparation and maintenance of the Site:	Subject to the previous paragraph, the Customer will comply with the requirements of section 10.4.2 of Exhibit 1 to the PIPP in regards to preparation of the Site for the Contractor.

Item 19 Implementation Planning Study

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Implementation Planning Study (clauses 6.14 to 6.16)	
Specify if the Contractor must provide an implementation planning study:	An implementation planning study is not required.
Specify the implementation planning study objectives and time for provision of study:	
Date for delivery of the implementation planning study to the Customer:	
Specify if the implementation planning study need to undergo Acceptance Tests in accordance with clause 10.1(b):	

Item 20 Project Implementation and Payment Plan (PIPP) and Staged Implementation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Project Schedule (clause 6.17)	The Contractor must perform the Services and provide the Deliverables by the times required in Schedule 12 – Project Implementation and Payment Plan.
Invoicing (clause 11.7)	
Specify if a PIPP has been created. If so, identify the document in this Item and attach as an Annex to this General Order Form: E.g. the PIPP is in a document "PIPP v1 1 27/10/11" and Annexure 1 to the Customer Contract.	Yes, the PIPP is attached at Schedule 12 to this General Order Form.
Staged Implementation (clause 6.20)	
Specify if there is to be Staged Implementation: If so, details of the Deliverables that comprise each Stage must be stated in the PIPP together with the period during which the Customer must give written notice to move to the next Stage (if greater than 10 Business Days):	No.

Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clauses 6.28 to 6.34)	
Specify if Liquidated Damages (LDs) will apply:	Liquidated Damages will apply in accordance with Exhibit 3 of the PIPP.
Specify the Milestones which are LD	Liquidated Damages will apply in accordance with Exhibit 3

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Obligations:	of the PIPP.
Specify the Due Date for completion of each LD Obligation:	Liquidated Damages will apply in accordance with Exhibit 3 of the PIPP.
Specify the calculation and amount of LDs for each LD obligation:	Liquidated Damages will apply in accordance with Exhibit 3 of the PIPP.
Specify the maximum number of days LDs are to be paid for each LD obligation:	Liquidated Damages will apply in accordance with Exhibit 3 of the PIPP.

Item 22 Customer Supplied Items (CSI) and Customer Assistance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Supplied Items (CSI) (clause 6.36)	
Specify each CSI to be provided by the Customer: CSI may be: office access, desks etc (specify location, standards, times of access); Hardware or software (specify equipment, capacity, versions of software and dates of availability); VPN access or other remote access (specify capacity and hours available). [Note: details of any Customer Personnel should be specified in Item 26].	The CSI is provided in Schedule 12 – Project Implementation and Payment Plan.
Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractor's rights of access to any third party support help desk, the hours and service levels to which support and maintenance must be available to the Contractor:	See Schedule 12 – Project Implementation and Payment Plan.
Specify the times when each CSI is to be provided:	See Schedule 12 – Project Implementation and Payment Plan.
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	The verification checks which are outlined in the Schedule 12 – Project Implementation and Payment Plan.
If so, specify the verification check process for each CSI: Include:	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<ul style="list-style-type: none"> a process to manage satisfactory and unsatisfactory verification checks; a process to manage 'reissued' CSI's; a process to manage repeat CSI verification checks; a process to manage 'draft' or 'incomplete' and 'updated' CSI's; a process to manage rejected CSI's; a process to manage previously satisfactory CSI which becomes defective; a list of required verification check forms and/or registers and a corresponding data entry process; a list of Customer and Contractor nominee/s for responsibility to undertake verification checks: 	
Specify any amount payable by the Contractor to the Customer for any item of CSI:	<p>The Contractor must reimburse the Customer for the ServiceNow licences required by the Contractor to conduct the Services (CSI reference CSI004), within 30 days of invoice from the Customer. Such amounts may be set off against amounts owed by the Customer to the Contractor.</p> <p>For all other CSI – No amount is payable.</p>
Customer Assistance (clause 6.41)	
Specify the instructions, information, data, documents, specifications, plans, drawings and other materials that must be provided by the Customer to the Contractor:	The Customer will provide the assistance outlined in Schedule 12 – Project Implementation and Payment Plan and clause 6.41(b) of Part 2 to this Customer Contract.

Item 23 Escrow

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Escrow (clause 6.42)	
Specify if an escrow arrangement is required:	Not applicable
Specify the parties to the escrow arrangement:	Not applicable
Specify the time for the escrow arrangement to endure:	Not applicable

Item 24 Business Contingency Plan

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Business Contingency (clauses 6.45 to 6.47)	
Specify if a business contingency plan is	The Contractor must have in place and maintain its own

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
required:	internal business contingency plan which meets the requirements outlined in this Item 24..
Specify when the business contingency plan is required:	From the Commencement Date.
Specify any information to be included in the business contingency plan including the business contingency services required and the period of the services:	<p>The Contractor must:</p> <p>(a) maintain a business contingency plan that:</p> <p>(i) specifies when the business contingency plan is to be activated;</p> <p>(ii) specifies:</p> <p>(A) the steps to be taken to continued provision of one or more of the Services;</p> <p>(B) the communications to be implemented: and</p> <p>(C) when the business contingency plan is activated; and</p> <p>(iii) includes procedures to reduce the impact of an Event on the Services; and</p> <p>(b) implement the activities set out in the business contingency plan at the times and in accordance with the procedures set out in the business contingency plan.</p>
Specify the periods that the business contingency plan must be reviewed, updated by the Contractor:	Annually.
Specify the time periods that the Contractor is to test the operability of the business contingency plan:	Annually.

Item 25A Transfer of Records outside NSW - Customer Data

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Data (clause 7.5)	
<p>Specify whether any State Records will be transferred to the Contractor's possession under the Customer Contract.</p> <p>If yes, Customer to state whether consent is provided to transfer State Records outside the jurisdiction of New South Wales.</p> <p>If consent is granted, Customer to specify:</p> <ul style="list-style-type: none"> the jurisdiction(s) for which consent is granted the conditions on which such consent is granted. 	<p>The Customer advises that it is possible that State Records may be transferred to the Contractor under this Customer Contract. The Customer acknowledges and agrees that insofar as State Records may be included within Customer Data, the Contractor may be unaware of such inclusion and such State Records will be treated in accordance with the requirements of this Customer Contract applicable to Customer Data generally.</p> <p>The Customer provides its consent:</p> <p>(i) to the extent State Records are included in the Customer Data, to:</p> <p>(a) the transfer and storage of such State</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>[Note: Clause 7.5 of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]</p>	<p>Records to other locations outside New South Wales but which are within Australia; and</p> <p>(b) the Contractor and/or its Related Companies being granted with access to such State Records from locations which may be outside Australia, where required for the purpose of providing support or otherwise facilitating the fulfillment of its obligations under this Customer Contract; and</p> <p>(ii) to the extent State Records are included in information provided to the Contractor in respect of the administration and provision of the Services and the general operation of this Customer Contract, to the transfer of State Records and/or their access from such locations as are customarily used by the Contractor and its Related Companies for the purpose of its standard business operations which may include locations outside Australia.</p> <p>Except as otherwise agreed in writing between the parties (from time to time) prior to the transfer of any State Records by the Customer to the Contractor, no additional conditions are imposed upon Contractor in respect of such consent.</p>

Item 25B Transfer of Records outside NSW – Personal Information

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Privacy (clause 15)</p> <p>Customer to specify whether consent is provided to transfer Personal Information outside the jurisdiction of New South Wales.</p> <p>If consent is granted, Customer to specify:</p> <ul style="list-style-type: none"> • the jurisdiction(s) for which consent is granted • the conditions on which such consent is granted. <p>[Note: Clause 15.1(h) of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]</p>	<p>Personal Information may be transferred to the Contractor in relation to the operation of this Agreement. The Customer acknowledges and agrees that insofar as Personal Information may be included within Customer Data, the Contractor may be unaware of such inclusion and such Personal Information will be treated in accordance with the requirements of this Customer Contract applicable to Customer Data generally.</p> <p>The Customer provides its consent:</p> <p>(i) to the extent Personal Information is included in the Customer Data, to:</p> <p>(a) the transfer and storage of such Personal Information to other locations outside New South Wales but which are within Australia; and</p> <p>(b) the Contractor and/or its Related Companies being granted with access to such Personal Information from locations which may be outside Australia, where required for the purpose of providing support or otherwise facilitating the fulfillment of its obligations under this Customer Contract; and</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>(ii) to the extent Personal Information is included in information provided to the Contractor in respect of the administration and provision of the Services and the general operation of this Customer Contract, to the transfer of such Personal Information and/or access to such Personal Information from such locations as are customarily used by the Contractor and its Related Companies for the purpose of its standard business operations which may include locations outside Australia.</p> <p>Except as otherwise agreed in writing between the parties (from time to time) prior to the transfer of any Personal Information by the Customer to the Contractor, no additional conditions are imposed upon Contractor in respect of such consent.</p>

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer's Site (clause 7.11)	
<p>Specify any secrecy or security requirements that the Contractor and its Personnel must comply with:</p> <p>E.g. insert a reference to any document that includes a security requirement.</p>	<p>The Contractor must comply with the following policies to the extent applicable to the delivery of the Services (which may be updated from time to time):</p> <ul style="list-style-type: none"> (a) 'NSW Cyber Incident Response Plan'; (b) 'NSW Government Cyber Security Policy'; (c) 'Department of Customer Service Information Security Policy'; and (d) all other requirements of the Contract Specifications. <p>The Customer will notify the Contractor of any updates to these policies in writing and in advance (noting that provision of an updated policy via email and provided link is sufficient for this purpose).</p> <p>If compliance with any such updated policies will result in a material change in the Contractor's costs, the parties will negotiate a Change Request to document this requirement provided such increased costs are demonstrated to the Customer's reasonable satisfaction.</p>
Timeframes for response to a Security Issue	
<p>Specify whether Customer agrees to any alternate timeframe for:</p> <ul style="list-style-type: none"> • Notification of actual, alleged or suspected security breach (clause 7.12(a)) <p>[Note: default is immediate notification]</p> <ul style="list-style-type: none"> • Investigation of Security Issue (clause 	<p>In addition to the requirements of clauses 7.11 and 7.12 of Part 2, the Contractor must notify the Customer of any suspected or actual unauthorised access to Customer systems or data within 24 hours.</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>7.12(b))</p> <p>[Note: default is within 48 hours from notification]</p> <ul style="list-style-type: none"> Remedy the Security Breach (clause 7.12(c). <p>[Note: the default is within 24 hours from conclusion of investigation].</p> <p>Any alternate timeframes agreed to in this General Order Form must:</p> <ul style="list-style-type: none"> be approved by the Customer's Chief Information Officer; and comply with the NSW Government Digital Information Security Policy, NSW Government Information Security Event Reporting Protocol, NSW Government Cloud Policy and all other applicable NSW Government policies; comply with applicable security standards; and comply with the Customer's Information Security Management System and other Customer security and policy requirements. 	

Item 26 Customer's Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Personnel General (clause 8.5)</p> <p>Specify the Customer's Personnel who will be available to work with the Contractor and their roles and responsibilities:</p> <p>Also specify the times and duration of their involvement as well as their authority levels:</p>	<p>The Customer will provide access to the Personnel of the Customer listed below which is reasonably required by Contractor to perform its obligations under the Customer Contract, is outlined in the Transition In Plan, and in accordance with normal BAU procedures for the Customer's Personnel taking into account leave arrangements and leave entitlements of the Personnel.</p> <p>Customer Personnel:</p> <ul style="list-style-type: none"> Transition manager Integrator/SIAM role SDM or equivalent Change Manager Incident manager Problem manager Service Desk Manager/ServiceNow Lead

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<ul style="list-style-type: none"> • Operations Manager • Business Manager (for invoicing and governance) • Incumbent representative for each stream • CIO or equivalent or next level down

Item 27 Specified Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specified Personnel (clause 8.8)	
Specify the identity and roles and responsibilities of any of the Contractor's Specified Personnel:	<p>In addition to any Specified Personnel stated in Schedule 12 Project Implementation and Payment Plan, Specified Personnel are as follows:</p> <p>Customer General Manager – Single point of contact with overall responsibility for managing the ongoing relationship with the Customer. Part of Datacom's Customer Advocacy group. Responsible for ensuring current shared business is delivered to the right standard.</p> <p>Service Delivery Manager – Overall responsibility for ensuring services are delivered in accordance with this Customer Contract, that the Service Levels are met and that continued improvement is demonstrated.</p> <p>Transition Manager – Responsibility for managing the Transition In of the Managed Services in accordance with the Transition Plan and Exhibit 2 (Transition In) to Schedule 12 – Project Implementation and Payment Plan.</p> <p>Where no identity has been provided for the roles above as at the date of this Customer Contract, the Contractor is required to provide the identity of the person who will perform the relevant role within 10 Business Days of the Commencement Date.</p>

Item 28 Subcontractors

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Agents and Subcontractors (clause 8.17)	
Specify which subcontractors are required to provide a Statutory Declaration - Subcontractor, substantially in the form of Schedule 7:	If requested by the Customer, all subcontractors working on or providing the Services must provide a Statutory Declaration, substantially in the same form as Schedule 7.

Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(h))	
Specify any quality standard accreditation arrangements the Contractor must hold during the Contract Period:	<p>The Contractor must hold the following quality standards accreditations:</p> <ul style="list-style-type: none"> • ISO 9001:2015; and • ISO/IEC 27001. <p>The Contractor confirms that its business practices comply with ISO 22301:2019.</p>

Item 30 Contractor's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	<p>The Contractor must comply at all times with the following laws:</p> <ul style="list-style-type: none"> • <i>Privacy Act 1988</i> (Cth); and • <i>Privacy and Personal Information Protection Act 1998</i> (NSW) as though it was acting as a New South Wales government agency.
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	Any which are specified after the Commencement Date will be notified to the Contractor in advance and in writing.

Item 31 Customer's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Warranties (clause 9.4(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	None
Specify any codes, policies, guidelines or standards the Customer is to comply with:	None

Item 32 Acceptance Testing

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Part 3 Dictionary (clauses 1.2 to 1.5)	
<p>Acceptance Test Notification Period is the period from the end of the Acceptance Test Period, within which the Customer must provide to the Contractor written notice of the result of the Acceptance Test.</p> <p>Specify this period:</p> <p>If no period is specified, the period is 2 Business Days:</p>	See Schedule 12 – Project Implementation and Payment Plan.
<p>Acceptance Test Data is the data that is provided by the Customer, and agreed by the Contractor that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing.</p> <p>Specify the Acceptance Test Data:</p>	See Schedule 12 – Project Implementation and Payment Plan.
<p>Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable.</p> <p>Specify this period:</p> <p>If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.</p>	See Schedule 12 – Project Implementation and Payment Plan
Acceptance (clause 10.1)	
<p>For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing:</p> <p>If not, the Deliverable will be Accepted under clause 10.1(a)</p>	Acceptance Testing must be conducted on all Deliverables where this Customer Contract specifies that Acceptance Testing must be conducted on that Deliverable.
<p>If a Deliverable is not to undergo Acceptance Tests, specify the period required following delivery of the Deliverable as required by the Order Documents when the Actual Acceptance Date for a Deliverable occurs:</p> <p>If no period is specified, then the period is 2 Business Days.</p>	See Schedule 12 – Project Implementation and Payment Plan
Conducting Acceptance Tests (clause 10.3)	
<p>For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:</p>	See Schedule 12 – Project Implementation and Payment Plan
<p>Specify the identification of the Deliverables or part of the Deliverables to be tested:</p>	See Schedule 12 – Project Implementation and Payment Plan
<p>Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:</p>	See Schedule 12 – Project Implementation and Payment Plan

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify which Party is to provide the test environment, including hardware, software, power, consumables and other resources and when the environment and resources must be ready for use:	See Schedule 12 – Project Implementation and Payment Plan
Specify the methodology and process for conducting Acceptance Tests:	See Schedule 12 – Project Implementation and Payment Plan
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	See Schedule 12 – Project Implementation and Payment Plan
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	See Schedule 12 – Project Implementation and Payment Plan
Specify the Acceptance Test Data required:	See Schedule 12 – Project Implementation and Payment Plan
If an Acceptance Test document has been created that addresses the above points it can be attached to the General Order Form by identifying the document here:	See Schedule 12 – Project Implementation and Payment Plan

Item 33 Credit/Debit Card

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clause 11.3)	
Specify any credit/ debit card or electronic facility that the Customer may use to pay the Contractor:	Not applicable
Specify any fee that is applicable for payment by credit/debit card	Not applicable

Item 34 Intellectual Property

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Existing Material (clauses 13.7, 13.9 and 13.10)	
Specify any terms and condition applicable for granting a licence for Existing Material owned by a third party:	Not applicable
If a perpetual and irrevocable licence to use certain Existing Material cannot be provided (for example because it is licensed under subscription for a defined period), specify: <ul style="list-style-type: none"> the duration of the licence to use 	Not applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>that Existing Material and/or</p> <ul style="list-style-type: none"> the terms on which the licence may be revoked. 	
Specify any fees to be charged for any licence to use any of Contractor's Existing Materials:	Not applicable
Customer Owned New Material (clause 13.11)	
<p>Specify whether clause 13.11 applies ie. whether the Customer owns any New Material.</p> <p>If so, specify:</p> <ul style="list-style-type: none"> which items of New Material are Customer Owned New Material; and whether the Contractor is granted any licence by the Customer to use the Customer Owned New Material, and if so, what licence terms apply to the Contractor's use of the Customer Owned New Material. <p>If clause 13.11 does not apply, state "Not applicable".</p>	Not applicable

Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.4)	
Specify if the Contractor must arrange for its Subcontractors to execute a Deed of Confidentiality substantially in the form of Schedule 8- Deed of Confidentiality:	Any time the Customer requests, the Contractor must procure that Subcontractors execute a Confidentiality Deed in substantially the form of Schedule 8 – Deed of Confidentiality, in favour of the Customer.

Item 36 Insurance Requirements

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Insurance (clause 16.7)	
<p>Level of indemnity of public liability insurance in respect of each claim for the period of cover.</p> <p>The default requirement in the Customer Contract is \$10,000,000</p> <p>[Only specify if a higher limit of cover that is required by the Customer Contract:]</p>	<p>\$10,000,000 for each Event.</p> <p>For the purposes of this General Order Form, an 'Event' means the occurrence of circumstances, which give rise to a claim.</p>
<p>Level of indemnity of product liability insurance for the total aggregate liability for all claims for the period of cover.</p> <p>The default requirement in the Customer</p>	\$10,000,000 for any one Event and in the aggregate in any one annual policy period.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract is \$10,000,000 [Only specify if any higher limit of cover that is required by the Customer Contract:]	
If Services are being provided under the Customer Contract the default level of indemnity of professional indemnity insurance for the total aggregate liability for all claims for the period of cover is \$1,000,000 [Only specify is a higher limit that is required by the Customer Contract:]	\$10,000,000 for any one Event and in the aggregate in any one annual policy period.
Specify any additional insurance that the Contractor is to hold, including the type of insurance, the term of the insurance and the amount of the insurance:	Workers compensation insurance in accordance with the applicable workers compensation legislation and awards. Any other insurance required by applicable Statutory Requirements.

Item 37 Performance Guarantee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Guarantee (clause 17.2)	
Specify if the Contractor must arrange for a guarantor to enter into a Performance Guarantee:	Not applicable
Specify the date by which the Performance Guarantee must be provided to the Customer. If no date is specified the Contractor must provide the Performance Guarantee to the Customer within 30 days of the Commencement Date.	Not applicable

Item 38 Financial Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Financial Security (clause 17.4)	
Specify if the Contractor must provide a Financial Security: If so, specify the amount of the Financial Security:	Not applicable
Specify the date by which the Financial Security must be provided to the Customer: If no date is specified, the Contractor must provide the Financial Security within 14 days of the Commencement Date.	Not applicable

Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Limitation of Liability (clause 18)</p> <p>If the Parties cannot agree the amount that is legally payable under the Customer Contract for the:</p> <ul style="list-style-type: none"> • Non-Recurring Service or Product; and/or • Short Term Recurring Service <p>(as applicable) insert the amount that the Parties agree is the best estimate of the Contract Value for the relevant item (the Estimated Contract Price).</p> <p>Note: It may be necessary to separately identify the amounts payable under a single Customer Contract into separate amounts that are attributable to each of the different types of Product/ Service.</p> <p>(See the definition of Contract Value in Part 3)</p>	<p>The Parties acknowledge and agree that Clause 18.1(b)(i) of Part 2 is replaced with the following (and Clause 18.1(b)(iii) of Part 2 will not apply where this Clause 18.1(b)(i) applies):</p> <p>"(i) any Service, before the date the first amount of the Price for Recurring Services is payable under the Customer Contract: 12 times the estimated monthly Price payable for the Recurring Services for the first six months after Go Live."</p> <p>The Customer's maximum liability in contract (including under an indemnity), tort (including negligence), breach of statutory duty or otherwise in respect of any loss, damage or expense arising out of, or in connection with, the Customer Contract shall not exceed in aggregate for all claims that arise out of, or in connection with, the Customer Contract, the same amount as the Contractor's maximum liability for that type of loss, damage or expense under the Customer Contract.</p> <p>Notwithstanding any other clause in the Customer Contract:</p> <p>(a) subject to clause 18.4 of Part 2, neither Party is liable to the other Party for any Consequential Loss (including under an indemnity).; and</p> <p>(b) for clarity, the exclusion of liability under clause 18.4 of Part 2 does not apply does not apply to exclude the Contractor's liability where that liability arises from any of the circumstances described in clauses 18.5(a) to 18.5(e) (inclusive).</p>

<p>If Services are being provided under any of the following Modules:</p> <ul style="list-style-type: none"> • Module 6 – Contractor Services; • Module 7 – Professional Services; or • Module 8 – Training Services, <p>specify whether the Parties regard the relevant Services as being:</p> <ul style="list-style-type: none"> • the supply of a service of the same type on a periodic basis, and so are to be classified as Recurring Services for the purpose of the limitation of liability; or • provided in respect of a specific project where the Contractor has been engaged by a Customer to produce, create or deliver a specified outcome or solution that may be subject to Acceptance Testing, in which case the Services are to be classified as Non-Recurring Services for the purpose of the limitation of liability. <p>(See definition of Non-Recurring Services and Recurring Services in Part 3)</p>	
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Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the alternative cap of liability (clause 18.3):	Not applicable

Item 40 Performance Management Reports

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Reporting (clause 21.1)	
Specify the reports required, (if any), the time for provision and the agreed format:	The Contractor must provide the reports in the format and by the times required by Schedule 12 – Project Implementation and Payment Plan.

Item 40A Audit

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Alternative Audit Mechanism (clause 23.11)	
<p>If the default audit provisions of clause 23.5-23.8 are to apply, state "Not Applicable".</p> <p>If an alternative audit mechanism is agreed by the Customer and Contractor, specify</p>	<p>The default clause applies. However, the following conditions will apply in addition:</p> <p>(a) nothing prevents the Customer from reconducting investigations into outcomes and Action Plans more than once in any calendar year to follow up and</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>the terms of such alternate audit including the Contractor's obligations to be audited.</p> <p>Note: Any alternate audit mechanism must address compliance with the Contractor's Customer Data, security and privacy obligations and such other obligations required by the Customer and reasonably agreed by the Contractor.</p>	<p>investigate audit outcomes where an audit in the same calendar year reveals a discrepancy in the Contractor's compliance with this Customer Contract;</p> <p>(b) the Customer will use reasonable efforts to ensure that it, its Personnel and any of its nominees complies with the Contractor's reasonable health and safety requirements and confidentiality requirements;</p> <p>(c) where the Customer appoints a Third Party Contractor to conduct the audit, the Contractor may require the Third Party Contractor to sign a confidentiality deed which is reasonably acceptable to the Customer; and</p> <p>(d) nothing in this Customer Contract requires the Contractor to provide the Customer any information relating to:</p> <ul style="list-style-type: none"> (i) the Contractor's internal costs and margins; (ii) internal working papers of the Contractor; (iii) internal employee information; or (iv) information relating exclusively to other customers, <p>unless required by law to be provided.</p>

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Dispute Resolution (clause 24)	
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7-24.8.	Clause 24.11(a) is to apply.
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	Not applicable

Item 42 Termination for Convenience

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Termination for Convenience by the Customer (clause 25.4)	
Specify whether an amount is payable under clause 25.4(b) if the Customer exercises its right of termination for convenience under clause 25.3, and if so, specify that amount:	<p>The Customer agrees that it will not terminate the Contract under clause 25.3 in the first year of the Contract. The Customer can terminate the Customer Contract under clause 25.3 of the Customer Contract by giving 3 months' notice at any time following the date which is 9 months following the Commencement Date of the Customer Contract.</p> <p>If the Customer terminates the Customer Contract under clause 25.3, the Contractor may invoice the Customer for (and, if so, the Customer must pay) any fixed or sunk costs which Contractor has incurred due to that termination, but only to the extent that:</p> <p>(a) they have been reasonably and properly incurred by the</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>Contractor;</p> <p>(b) Contractor would have received the amounts from the fees payable by Customer had the termination not occurred;</p> <p>(c) Contractor has used all reasonable endeavours to mitigate or avoid those costs but has been unable to do so;</p> <p>(d) they do not exceed \$350,000 in total (or, in respect of each type of cost, the applicable sub-cap that applies to that cost below); and</p> <p>(e) they do not relate to periods of service of any personnel that are in excess of the term of the Customer Contract;</p> <p>(f) they are substantiated to Customer's satisfaction within 10 Business Days of the termination taking effect.</p> <p>For the following categories of fixed or sunk costs, the maximum amount the Contractor will be entitled to be paid will be limited to:</p> <ul style="list-style-type: none"> • for software license fees which have not been recovered through payment for the Price for the Managed Services: up to a maximum of \$190,000 (which the parties acknowledge and agree represents the amount that would be payable for a termination taking effect 3 months after the anniversary of the Commencement Date which then reduces on a straight line basis to zero over the following 9 months); • for network set-up costs; up to a maximum of \$7,000; (which the parties acknowledge and agree would be the amount payable for the termination if termination occurred on the Commencement Date and which reduces to zero on a straight line basis over the following 3 years of the Customer Contract); • for personnel redundancy costs: up to a maximum of \$150,000 (sub-capped at an allowance of \$10,000 per resource for 15 resources). All redundancy costs must only be attributable to the period that the personnel worked on provision of the Services under this Customer Contract. For example, a person who worked for the Contractor for 10 years on total with 8 years spent on other work which isn't included in this Customer Contract and 2 years working on this work in this Customer Contract, the Customer will be liable for 20% of the total redundancy payment due from the Contractor to that employee (up to a maximum of \$10,000) The Contractor must use reasonable efforts to redeploy any personnel to ensure minimisation of redundancy payments for the Customer.; • all other categories of costs: \$0 <p>For the avoidance of doubt, any unused portion of the technology fund which has been awarded by the Contractor to the Customer in accordance with the provisions of Section 7 of Exhibit 3 to the PIPP and remains unused at the date of termination, will no longer be available to use by the Customer. Any portions of the technology fund that have been used by the Customer at the date of termination will not</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>form part of the termination for convenience costs payable by the Customer.</p> <p>The Contractor will use all reasonable efforts to avoid, cancel and reduce these costs to the extent possible (including by redeploying assets, licences and personnel to other clients / services) and must be able to demonstrate (with documentary evidence) that these costs have been actually and properly incurred and not previously paid for by the Customer through payment of the Prices.</p>

Item 43 Additional Conditions

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the consent of the Contract Authority and the Secretary of the New South Wales Department of Customer Service where an Additional Condition varies any term or condition of the Procure IT Framework including a Protected Clause.</p>	<p>Please see Annexure to Schedule 1 for the Additional Terms to be included in this Item 43.</p>

This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 as if repeated in full in this General Order Form.

ANNEXURE TO SCHEDULE 1 GENERAL ORDER FORM

ITEM 43 ADDITIONAL CONDITIONS

PART A: AMENDMENTS AND ADDITIONS TO CUSTOMER CONTRACT TERMS

The clauses contained in this Annexure apply to the Customer Contract and are deemed to be incorporated into Item 43 of the General Order Form as if they are stated in that Item.

1. Delay and Liquidated Damages

- 1.1 Clauses 6.24 to 6.35 (inclusive) of Part 2 are deleted and replaced with "Not Used" and all other references to those clauses in the Customer Contract are considered to be references to the corresponding clause in this Clause 1 of Item 43.

NOTIFICATION

- 1.2 Without prejudice to any other obligation of the Contractor under clauses 1.3 to 1.14 of this Item 43, each Party must do all it reasonably can to promptly inform the other of anything that it becomes aware of which is likely to affect the cost, quality or timing of delivery of the Deliverables, and the Parties must then investigate how to avoid or minimise any adverse effect on the Customer Contract.

KEY DATES

- 1.3 The Contractor shall:
- (a) proceed with the performance of the Services and provision of the Deliverables under the Customer Contract with due expedition and without delay; and
 - (b) ensure that the Go Live Milestone and the Final Milestone are each Complete by their respective Agreed Dates.

NOTICE OF DELAY

- 1.4 Within three Business Days of the Contractor becoming aware of a Delay, it shall give the Customer written notice of the cause or probable cause of Delay and the estimated Delay.

CLAIM

- 1.5 The Contractor will be entitled to an extension of time to an Agreed Date (**EOT**), if and only if, and as conditions precedent to such entitlement:
- (a) a Delay Event occurs so as to delay the Contractor in achieving:
 - (i) prior to the Agreed Date, Completion of a relevant Milestone by the Agreed Date; and
 - (ii) after the Agreed Date, Completion of a relevant Milestone;
 - (b) within 5 days after the earlier of the date when the Contractor became aware or should reasonably have become aware of the cause of the Delay, the Contractor gives the Customer a claim, by written notice, for an EOT to the Agreed Date, setting out in detail:
 - (i) the cause of the Delay;
 - (ii) the facts of the Delay;
 - (iii) the extent of the Delay and the number of days EOT claimed;
 - (iv) the date on which the cause of the Delay first arose; and

- (v) the steps taken by the Contractor to prevent the occurrence of the Delay and minimise the consequences of the Delay;
- (c) the Contractor has done all things reasonably within its power to minimise the duration and consequences of the Delay;
- (d) if, when the time for giving the notice in accordance with clause 1.5(b) of this Item 43 arises, the Delay is continuing, the Contractor gives a further written of the Delay to the Customer advising the Customer that the Delay is still continuing every 5 days until the cessation of the Delay; and
- (e) if clause 1.5(d) of this Item 43 applies, within 2 Business Days of the cessation of the delay, the Contractor gives the Customer a claim, by written notice, for an EOT to the Agreed Date, setting out in detail the final number of days EOT claimed.

ASSESSMENT

- 1.6 If the Delay Event is overlapping with another cause of Delay which is not a Delay Event, then, to the extent that the overlapping event causes a Delay, the Contractor shall not be entitled to an EOT.
- 1.7 In determining whether the Contractor is entitled to an EOT:
- (a) the Customer may assess whether the Contractor will be delayed in achieving Completion of the relevant Milestone by the Agreed Date by using all of the information available to it at the time that the determination is made (regardless of when the determination is made) and the Customer is not restricted to considering only that information available at the time of the cause of the Delay or at the time the Contractor's claim for an EOT is submitted; and
 - (b) the Customer shall have regard to whether the Contractor has taken all reasonable steps to prevent the occurrence of the Delay and minimise the consequences of the Delay.
- 1.8 If the Contractor has not strictly complied with the provisions of clauses 1.4 and 1.5 of this Item 43:
- (a) the Customer is required to provide written notice to the Contractor that the Contractor is not entitled to an EOT in respect of the relevant Delay;
 - (b) the Customer shall not be liable upon any claim by the Contractor in respect of the Delay Event or the Delay; and
 - (c) the Contractor releases and waives any entitlement it may have to any claim whatsoever against the Customer, including a claim for an adjustment to the contract sum, an EOT, delay damages or any other costs, in respect of the Delay Event or the delay.
- 1.9 Where the Contractor suffers material additional costs due to the Delay Event, then the Contractor may raise a Change Request for consideration by the Customer.

EXTENSION OF TIME

- 1.10 Within 10 Business Days after receiving the Contractor's claim for an EOT pursuant to clause 1.5(b) or 1.5(e) of this Item 43 (as applicable), the Customer shall give to the Contractor written notice setting out the EOT so assessed.
- 1.11 Without limiting Customer's rights or obligations in respect of the granting of EOTs, an EOT will be granted by Customer to the extent that a Delay is caused by:
- (a) a Force Majeure Event which prevents the Contractor performing the relevant obligations by the Agreed Date; or
 - (b) a wrongful act or omission by the Customer, its Personnel, or any contractor to the Customer identified in the Order Documents as being organised by, or under the direction of, the Customer (other than the Contractor and its contractors),

and the Contractor has strictly complied with the provisions of clauses 1.4 and 1.5 of this Item 43 in respect of that Delay. The Contractor will use commercially reasonable efforts to minimise the effects of the circumstances described in clauses 1.11(a) and (b) of this Item 43 and implement workarounds where possible.

- 1.12 A delay by the Customer or the failure of the Customer to grant an EOT or to grant an EOT within 10 Business Days shall not cause any Agreed Date to be set at large and the EOT claim will be deemed to be rejected.
- 1.13 Notwithstanding that the Contractor is not entitled to or has not claimed an EOT, the Customer may at any time and from time to time, by notice in writing to the Contractor, give written notice of an EOT. This entitlement to extend is for the benefit of the Customer only, and the Customer is not required to act fairly or take into account the interest of the Contractor in deciding whether or not to exercise this right.

TERMINATION

- 1.14 If the Contractor fails to Complete the Go Live Milestone by the Agreed Date, the Customer may issue a Notice in Writing of a breach in respect of such failure, specifying a period during which the Contractor is required to remedy that breach, such period to be the greater of:
 - (c) 10 Business Days; or
 - (d) such longer period stated in the Notice in Writing,

and if the Contractor has not remedied that failure to Complete the Go Live Milestone (by Completing the Milestone) by the end of such period, the Customer may terminate the Customer Contract immediately by Notice in Writing to the Contractor.

LIQUIDATED DAMAGES

- 1.15 Where the Parties have agreed in Item 21 of the General Order Form that liquidated damages will be payable for the late completion of an LD Obligation, clauses 1.16 to 1.19 of this Item 43 apply.
- 1.16 If the Contractor fails to achieve an LD Obligation by the applicable Agreed Date, the Contractor will pay the Customer liquidated damages at the rate set out in Item 21 of the General Order Form (**Liquidated Damages**) per day for each day from the Agreed Date to the date on which the Contractor achieves Completion in respect of the Milestone, inclusive. The Liquidated Damages will accrue on a daily basis as a debt due and owing.
- 1.17 The Parties agree and acknowledge that the Liquidated Damages are a genuine estimate of the costs to be incurred by the Customer in the event that the Contractor fails to achieve Completion in respect of a Milestone by the Agreed Date and is not out of all proportion to those costs.
- 1.18 If the Contractor has paid the Customer Liquidated Damages and subsequently the Customer notifies the Contractor of an EOT then the Customer will reimburse the Contractor the Liquidated Damages paid to the extent of the EOT.
- 1.19 The Parties agree that where the Contractor has not successfully achieved Completion in respect of a Milestone by the date on which any cap on Liquidated Damages that is set out in Item 21 of the General Order Form is reached (**Relevant Date**), the payment of Liquidated Damages by the Contractor under clause 1.16 of this Item 43 is without prejudice to the Customer's right to claim damages at large in respect of loss, damage or expense that arise after the Relevant Date out of or in connection with the Contractor not achieving Completion in respect of the Milestone by the Relevant Date.

2. Personnel

PERSONNEL – GENERAL

- 2.1 Clause 8 of Part 2 is deleted and replaced with "Not Used" and all other references to clause 8 of Part 2 in the Customer Contract are considered to be references to the corresponding clause in this Clause 2 of Item 43.
- 2.2 Neither Party may, without the prior written consent of the other Party, engage, employ or induce or cause a third party to induce the other Party's Personnel engaged in the performance of the Customer Contract to enter into a contract for service or a contract of employment with it.
- 2.3 The restriction in clause 2.2 of this Item 43 shall apply during the Contract Period and for a period of six months after the end of the Contract Period.
- 2.4 A general solicitation for employment which is placed in good faith such as a newspaper advertisement shall not constitute a breach of clause 2.2 of this Item 43.
- 2.5 The Parties agree that the restrictions in clauses 2.1 to 2.4 of this Item 43 are necessary to protect the legitimate interests of each Party.
- 2.6 The Customer must make available its Personnel to work with the Contractor as stated in the Order Documents including Item 26 of the General Order Form. The Parties will identify such Personnel and their roles in the Order Documents.
- 2.7 The Customer must use reasonable efforts to ensure that its Personnel who are made available to work with the Contractor have the requisite authority, qualifications, competencies, skills and experience to perform their tasks.
- 2.8 The Contractor must ensure a safe system of work for any of the Customer's Personnel who the Customer makes available to perform work under the control and direction of the Contractor at the Contractor's premises.

CONTRACTOR PERSONNEL CHECKS

- 2.9 Subject to clause 2.10 of this Item 43, before a member of Contractor's Personnel (**Prospective Person**) is engaged to perform any of the Contractor's obligations under the Customer Contract, the Contractor must, at the Contractor's expense:
 - (a) except to the extent that the Customer directs otherwise, within the three week period before the person is engaged to perform any of the Contractor's obligations under the Customer Contract:
 - (i) check the Prospective Person's personal identification from standard photographic identification documentation (that is, photographic identity proof which is approved as official identity proof by the government of the country in which the Prospective Person resides, for example but not limited to passport or driver's licence);
 - (ii) check that the Prospective Person actually resides at the residential address provided;
 - (iii) verify references of the Prospective Person relevant to the last two years of employment with that Prospective Person's previous employer(s);
 - (iv) verify all details of the highest level of education that the Prospective Person has represented to the Contractor that they have obtained, on their application for employment with the Contractor (including that the relevant certification of the relevant level of education is genuine);
 - (v) verify that the relevant Prospective Person is not listed on any:
 - (A) global terrorism database; or
 - (B) international or national criminal database (based on the country in which the Prospective Person is engaged to perform the Services and Deliverables),

and is not the subject of any Sanctions or listed on the Consolidated List;

- (vi) verify that a trial is not currently underway against the Prospective Person, which could result in a conviction of that Prospective Person for a Relevant Offence;
- (vii) for Contractor Personnel who are resident in Australia, perform or procure:
 - (A) a National Police Check of that person from the Criminal Records Branch of the Australian Federal Police (or such other branch or office of the Australian Federal Police or Law enforcement agency performing the functions of the Criminal Records Branch from time to time); and
 - (B) an Eligibility to Work Check;and provide the results to the Customer; and

for Contractor's Personnel who are resident outside Australia (or have resided outside Australia at any point in the 10 years prior to the Commencement Date), use reasonable endeavours to perform or procure a criminal record search of that person from the relevant police force of the jurisdiction where the Contractor Personnel resides (and any jurisdiction in which that Contractor Personnel has resided at any point in the 10 years prior to the Commencement Date) and provide the results to the Customer; and

- (b) conduct such other investigations as the Customer may reasonably request and must provide the results of those investigations to the Customer.

The Customer will use reasonable measures to securely store the results of the checks described in this clause 2.9. The Customer will destroy such results no later than 12 months after receipt from the Contractor.

2.10 If:

- (a) the Customer requires (in writing) a Prospective Person to commence the performance of any of the Contractor's obligations under the Customer Contract prior to the relevant checks required under clause 2.9 of this Item 43 (**Relevant Checks**) being finalised, then the Contractor must complete the Relevant Checks as soon as reasonably practicable after (but in any event no later than six weeks after) the Prospective Person has commenced performing the relevant obligations; and
- (b) the Relevant Checks return a non-compliant result, then the Contractor must:
 - (i) immediately remove the relevant Contractor Personnel from the performance of any of the Contractor's obligations under the Customer Contract; and
 - (ii) replace that Contractor Personnel with a person who is acceptable to the Customer within a reasonable time of the Customer's request to do so and without inconvenience or cost to the Customer.

2.11 The Contractor acknowledges that:

- (a) the Customer may:
 - (i) carry out the searches referred to in clause 2.9(a) of this Item 43 itself; and
 - (ii) conduct such other investigations as the Customer considers appropriate and the Contractor must provide all such assistance as the Customer may reasonably request; and
- (b) any search or investigation by the Customer in accordance with this clause 2.11 of this Item 43 will not constitute a breach of the Customer Contract nor affect the Contractor's obligations under the Customer Contract.

2.12 The Contractor must obtain all necessary consents from Contractor Personnel to enable:

- (a) the Contractor and the Customer to conduct searches or investigations under and within the timeframes specified in clauses 2.9 and 2.11 of this Item 43; and

- (b) the Contractor to provide the results of its searches or investigations to the Customer in accordance with clause 2.9 of this Item 43.
- 2.13 If the Contractor is unable to obtain a consent required under clause 2.12 of this Item 43 from a person, then, unless the Customer agrees otherwise in writing, the Contractor must not engage that person to perform the Contractor's obligations under the Customer Contract and the Contractor must provide a replacement for that person who is acceptable to the Customer within a reasonable time of the Customer's request to do so and without inconvenience or cost to the Customer.
- 2.14 The Contractor must notify the Customer and not allow any Contractor Personnel to be engaged in performing the Contractor's obligations under the Customer Contract without the Customer's written consent if:
- (a) a search conducted under clauses 2.9 or 2.11 of this Item 43 shows that the person:
- (i) has been convicted of an offence which is or could be a Relevant Offence;
 - (ii) is listed on any:
 - (A) global terrorism database; or
 - (B) international or national criminal database (based on the country in which the Prospective Person is engaged to perform the Services and Deliverables); or
 - (iii) is the subject of any Sanctions or listed on the Consolidated List;
 - (iv) fails the Eligibility to Work Check; or
 - (v) any of the identification, address, prior employment, education or other details provided by the person are false or incorrect;
- (b) the Contractor has reliable evidence that the person has a criminal conviction or has served a custodial sentence and that conviction occurred, or any part of that sentence was served, in the previous 10 years anywhere in the world; or
- (c) the Contractor has reliable information indicating that a trial is currently underway against the person which could result in a conviction of that person for an offence which is or could be a Relevant Offence,
- (each such member of Contractor Personnel being a **Prohibited Contractor Personnel**).
- 2.15 If, after the Contractor has engaged a person to perform the Contractor's obligations under the Customer Contract, the Contractor becomes aware of information of the type referred to in clause 2.14 of this Item 43, then the Contractor must immediately notify the Customer and the Contractor must take such reasonable action as the Customer requests in relation to the person including replacing that person with a person who is acceptable to the Customer within a reasonable time of the Customer's request to do so and with minimal inconvenience and no cost to the Customer.
- 2.16 If, as a result of any investigation referred to above, the Customer is of the reasonable opinion that any member of the Contractor's Personnel is unsuitable to be involved in performing the Contractor's obligations, then the Customer may request the Contractor to remove that person from the performance of the Customer Contract. If the Customer makes such a request, then the Contractor must provide replacement personnel reasonably acceptable to the Customer within a reasonable time of the Customer's request and without inconvenience or cost to the Customer.
- 2.17 The Contractor:
- (a) represents and warrants that, as at the Commencement Date and on every day during the Contract Period, to its knowledge:
- (i) no Contractor Personnel are:
 - (A) the subject of any Sanctions; or
 - (B) listed on the Consolidated List; and

- (ii) it is not:
 - (A) the subject of any Sanctions;
 - (B) controlled by, one or more persons that are the subject of Sanctions; or
 - (C) located, organised or resident in a country or territory that is the subject or target of Sanctions; and
- (b) must:
 - (i) annually during the the Contract Period, within 30 days of the Commencement Date, and each anniversary of the Commencement Date (each, a **Compliance Date**), conduct an assessment of the Contractor's continued compliance with the warranties given by the Contractor under this clause 2.17 of this Item 43; and
 - (ii) provide to the Customer, within 30 days of each Compliance Date during the Contract Period, a report which details the results of the assessment referred to in paragraph (i) above.

SPECIFIED PERSONNEL

2.18 The identity and roles of any Specified Personnel must be stated in Item 27 of the General Order Form.

REQUIREMENTS FOR SPECIFIED PERSONNEL

2.19 The Contractor must:

- (a) dedicate each member of Specified Personnel to the Customer Contract during the times and for the duration of the period specified in Item 27 of the General Order Form and must not redeploy those Specified Personnel without the Customer's prior consent, for the duration of their involvement in the program of work contemplated by the Customer Contract (**Program**);
- (b) ensure that:
 - (i) each member of Specified Personnel:
 - (A) works on the Program during the times and for the duration of the period specified in Item 27 of the General Order Form and otherwise devotes sufficient time and effort to ensure that the Key Position filled by that person is efficiently and effectively discharged; and
 - (B) performs the specified role and responsibilities for their Key Position as specified in Item 27 of the General Order Form and the PIPP; and
 - (ii) the Key Positions are filled and performed by the Specified Personnel at all times during the Contract Period;
- (c) without limiting the Contractor's obligations under clause 2.19(a) of this Item 43, except as may be otherwise specified in Item 27 of the General Order Form:
 - (i) only use in Key Positions members of the Contractor's Personnel who are:
 - (A) identified as Specified Personnel in Item 27 of the General Order Form or the PIPP; or
 - (B) approved by the Customer as new or replacement Specified Personnel in accordance with the procedure set out in clause 2.20 of this Item 43 for appointing or replacing Specified Personnel; and
 - (ii) not replace or appoint a new member of Specified Personnel, or appoint a new person to any Key Position, unless the Contractor has complied with the procedure under clause 2.20 of this Item 43;

- (d) not induce any Specified Personnel to cease to devote all of their time and effort on a full-time basis (or such other basis specified in Item 27 of the General Order Form) in supplying the Services; and
- (e) promptly notify the Customer if any Specified Personnel becomes unable to devote all of their time and effort on a full-time basis (or such other basis specified in Item 27 of the General Order Form) to supplying the Services or gives notice of the termination of their employment or engagement.

APPOINTMENT AND REPLACEMENT

2.20 Before appointing or replacing a member of Specified Personnel, or appointing a new person to any Key Position, the Contractor must:

- (a) notify the Customer of the proposed appointment (if possible, at least 20 Business Days prior to the proposed appointment);
- (b) if required by the Customer:
 - (i) introduce the individual to appropriate Customer representatives (and, upon request, provide such representatives with the opportunity to interview and evaluate the individual); and
 - (ii) provide the Customer with a resume and other information about the individual reasonably requested by the Customer;
- (c) if the Customer objects to the proposed appointment on the reasonable grounds notified to the Contractor, attempt to resolve the Customer's concerns;
- (d) if the Parties are unable to resolve the Customer's concerns within five Business Days, not appoint the individual to that position and, as soon as reasonably practical and within 10 Business Days if possible, propose to the Customer the appointment of another individual of suitable ability and qualifications; and
- (e) not appoint the individual as a member of Specified Personnel until the Customer has approved that person or notified the Contractor that its approval is not required, such approval not to be unreasonably delayed or withheld.

2.21 The Customer's approval of a member of Specified Personnel may be subject to conditions which will be subject to agreement with the Contractor. The Contractor must ensure it complies with all such conditions in appointing that individual as a member of Specified Personnel.

2.22 If a member of Specified Personnel is replaced, the Contractor:

- (a) must not charge the Customer:
 - (i) for the work, tasks or time performed by the replacement Personnel to be trained and briefed and to get up to speed on their role and duties; or
 - (ii) for both the replacement Personnel and the outgoing Personnel during any period that those persons are engaged in training, handover or shadowing of the outgoing Personnel's role and daily duties; and
- (b) must, with each invoice relating to that month's work, notify the Customer as to whether that invoice complies with paragraph (a) above.

NOTICE OF REPLACEMENT

2.23 The Customer may at any time notify the Contractor that it requires on reasonable grounds:

- (a) the Contractor to replace any Specified Personnel; and/or
- (b) the Specified Personnel to undergo any additional training, stating the reasons for the requirement.

2.24 If the Customer notifies the Contractor that it requires replacement of any Specified Personnel under clause 2.23(a), the Contractor must:

- (a) replace that Specified Personnel with another member of the Contractor's Personnel of suitable ability, experience, skills and qualifications for their Key Position; and
- (b) ensure that it immediately withdraws any access the person being removed or replaced may have to any Confidential Information of the Customer or to the Customer's premises, systems or Customer Data.

RETENTION / TURNOVER OF PERSONNEL

- 2.25 The Contractor must put in place and maintain an effective retention strategy and use other commercially reasonable efforts to keep the turnover of Contractor Personnel performing the Services to a level comparable with or better than the industry average for large, well-managed professional services companies providing services that are the same as or substantially similar to the Services.
- 2.26 The Contractor:
- (a) must maintain the resourcing levels of its Personnel at the same number and type (including ability, experience, skills and qualifications) (**Resource Levels**) from the Commencement Date until the end of the Contract Period (including any extensions of such period); and
 - (b) must not reduce or change those Resource Levels during the Contract Period, except with the prior written approval of the Customer.

APPROVED AGENTS AND SUBCONTRACTORS

- 2.27 The Contractor may supply Deliverables to the Customer through Approved Agents.
- 2.28 If a Customer Contract is entered into between the Customer and an Approved Agent, the Contractor is deemed to have entered into a Customer Contract with the Customer.
- 2.29 The Contractor must ensure that its Approved Agents supply the Deliverables only in accordance with the terms of the Customer Contract under which the Approved Agent is to supply the Deliverables.
- 2.30 If requested in writing by the Customer, the Contractor must arrange for its Approved Agents to execute a Deed Poll substantially in the form of Schedule 6 – Deed Poll.
- 2.31 The Contractor must not subcontract the performance or supply of any Services under the Customer Contract without obtaining the prior written consent of the Customer which will not be unreasonably withheld or delayed and which may be given on such conditions as the Customer thinks fit.
- 2.32 Where the Customer believes that any Subcontractor is in breach of its obligations to the Contractor, or its performance of obligations or services is unsatisfactory, so that the Contractor is likely to be in breach of the Customer Contract as a result, the Customer may:
- (a) provide Notice in Writing to the Contractor setting out the details of its concerns; and
 - (b) require the Contractor to meet with the Customer within 3 Business Days of the Contractor's receipt of the Notice in Writing to discuss the concerns.
- 2.33 The Contractor:
- (a) must ensure that each Subcontractor is aware of all the terms and conditions of the Customer Contract that are relevant to the Subcontractor's performance of its work; and
 - (b) is not relieved of its liabilities and obligations arising out of, or in connection with, a Customer Contract by subcontracting any work.
- 2.34 If stated in Item 28 of the General Order Form, the Contractor must obtain from the Subcontractor a signed statutory declaration substantially in the form of Schedule 7 – Statutory Declaration – Subcontractor.

3. Acceptance

ACCEPTANCE

- 3.1 Clause 10.1 of Part 2 is deleted and all references to Clause 10.1 of Part 2 are considered references to this Clause 3 of Item 43.
- 3.2 The Actual Acceptance Date (**AAD**) for a Deliverable occurs:
- (a) unless it is stated in Item 32 of the General Order Form that the Deliverable is required to undergo Acceptance Testing, 2 Business Days or such other period that is stated in Item 32 of the General Order Form following the delivery of the Deliverable as required in the Order Documents; or
 - (b) where it is stated in Item 32 of the General Order Form that the Deliverable is required to undergo Acceptance Tests, on the sooner of:
 - (i) the date the Customer issues a certificate of acceptance; or
 - (ii) on the date the Customer issues a notice that it conditionally accepts the Deliverable in accordance with clauses 10.10(b) or 10.12(c) of Part 2; or
 - (iii) the Customer uses the Deliverable in its live production environment or normal operations other than as part of agreed Acceptance Testing (except where the Contractor deployed the Deliverable and such Deliverable has not been accepted by the Customer under clauses 3.2(b)(i) or 3.2(b)(ii) above).
- 3.3 Clause 10.13 of Part 2 (Customer Contract) is deleted and replaced with the words "Not used."
- 3.4 Acceptance Testing of documentary Deliverables:
- (a) Where a Deliverable is a documentary Deliverable, the following clauses 3.4(a) to 3.4(e) apply to the Acceptance Testing of that documentary Deliverable and clauses 10.3 to 10.16 of Part 2 (Customer Contract) will not apply. All documentary Deliverables are required to follow the procedure set out in the following clauses 3.4(a) to 3.4(e).
 - (b) The Contractor must submit each documentary Deliverable to the Customer for approval on or before the applicable Due Date and before submitting any documentary Deliverable, the Contractor must ensure that the documentary Deliverable meets all applicable Acceptance Criteria and other requirements of the Customer Contract.
 - (c) The Customer must, within 5 Business Days (or any other timeframe agreed between the Parties in writing) of receiving a documentary Deliverable, review that documentary Deliverable and notify the Contractor that either:
 - (i) it approves the documentary Deliverable; or
 - (ii) it rejects the documentary Deliverable and requires amendments to the documentary Deliverable.
 - (d) If the Customer notifies the Contractor that it requires amendments to a documentary Deliverable under clause 3.4(c)(ii), the Contractor must, within 3 Business Days (or any alternative timeframe agreed between the Parties in writing), prepare a revised documentary Deliverable which addresses all of the amendments required by the Customer.
 - (e) The Parties must repeat the process set out in this clause 3.4 until the documentary Deliverable meets all applicable Acceptance Criteria and other requirements of the Customer Contract, unless the Customer terminates that documentary Deliverable in accordance with clause 3.5.
- 3.5 Termination and refund of documentary Deliverables:
- (a) If the Customer rejects a documentary Deliverable on two or more occasions, the Customer may immediately terminate that documentary Deliverable (**Terminated Items**)

by Notice in Writing to the Contractor. Such termination will be considered a termination for cause under clause 6.1(b) of this Item 43.

- (b) If the Customer issues a termination notice under clause 3.5(a), the Contractor must, within 10 Business Days, refund to the Customer all Prices and other amounts paid by the Customer in connection with the Terminated Items.
- (c) The Customer will not be deemed to have accepted a documentary Deliverable under any circumstances.
- (d) The Customer's rights under this clause 3.5 are cumulative with each other and with any other rights the Customer may have under the Customer Contract or otherwise.

4. Intellectual Property Rights – Changes to Part 2

- 4.1 Clause 13 (Intellectual Property Rights) of Part 2 (Customer Contract) is deleted and replaced with the following new clause 13:

13. Intellectual Property Rights

OWNERSHIP

- 13.1 *All Intellectual Property Rights in:*

- (a) *any Existing Material remain vested in the person that owns the Intellectual Property Rights at the Commencement Date (Owner); and*
- (b) *any adaptation, translation or derivative of that Existing Material, vests in, or, is hereby transferred or assigned to the Owner, immediately upon creation.*

CONTRACTOR OWNED NEW MATERIAL

- 13.2 *The provisions of clauses 13.3 to 13.5 apply to New Material, unless clause 13.11 applies.*

- 13.3 *All Intellectual Property Rights in any New Material vest in, or, are hereby transferred or assigned to, the Contractor, immediately upon creation.*

- 13.4 *Immediately on the creation of a Deliverable that incorporates the relevant New Material, the Contractor grants the Customer a non-exclusive, perpetual, irrevocable, royalty free, transferable licence to use, copy, adapt, translate, reproduce and in any way exploit that New Material in connection with, or for the operation, modification, support and/or use of, the Deliverable in which it is incorporated, subject to the restrictions set out in clause 13.5.*

- 13.5 *The licence to New Material in clause 13.4:*

- (a) *does not permit the Customer to disclose the New Material to any other person, except as stated in clauses 13.5(c) to (e);*
- (b) *does not permit the Customer to manufacture, sell, license, transfer, commercialise or otherwise exploit any of the New Material or any Existing Material except as stated in clauses 13.5(c) to (e);*
- (c) *permits the Customer to sublicense any of the rights in clause 13.4 without additional charge to any "Public Service agency" or other "government sector agency" (as defined in the Government Sector Employment Act 2013 (NSW)), any NSW Government agency or statutory body representing the Crown (as referenced in section 13A of the Interpretation Act 1987 (NSW)), any other public authority that is constituted by or under an Act of the State of New South Wales or that exercises public functions, and any "public health organisation" (as defined in the Health Services Act 1997 (NSW));*
- (d) *permits the Customer's subcontractors to access the New Material, without additional charge, for the internal purposes of the Customer provided that, unless otherwise required by the Contractor, the Customer's subcontractor first signs an agreement or undertaking in*

a form reasonably acceptable to the Contractor that protects the use and disclosure of the New Material in the same manner as stated in the Customer Contract; and

- (e) *permits the Customer to sublicense any of the rights in clause 13.4, without additional charge, to a contractor that is providing outsource services to the Customer that include the operation of the New Material, provided that:*
 - (i) *the New Material is used solely for the internal business purposes of the Customer for the period of the outsource arrangement and the sublicense automatically terminates at the end of the period of the outsource arrangement; and*
 - (ii) *unless otherwise required by the Contractor, the contractor first signs an agreement or undertaking in a form reasonably acceptable to the Contractor that protects the use and disclosure of the New Material in the same manner as stated in the Customer Contract.*

EXISTING MATERIAL

- 13.6 *Immediately on the creation of a Deliverable that incorporates the Contractor's Existing Material, the Contractor grants the Customer a non-exclusive, perpetual, irrevocable, royalty-free licence:*
- (a) *if that Existing Material is Licensed Software, to that Existing Material on the terms and conditions of the licence of that Licensed Software under the relevant Module;*
 - (b) *if that Existing Material is an adaptation, translation or derivative of Licensed Software, to that Existing Material on the same terms and conditions as the licence for the Licensed Software stated in clause 13.7(a);*
 - (c) *if that Existing Material is a tool, object library or similar routine that is not included in the Existing Materials stated in clauses 13.7(a) or 13.7(b), to use, reproduce and adapt that Existing Material for the Customer's own internal use in connection with, or for the operation, modification, support and/or use of, that Deliverable;*
 - (d) *if that Existing Material is a Document Deliverable and any adaptation, translation or derivative of that Existing Material, to use that Existing Material for the Customer's internal use; and*
 - (e) *if that Existing Material is an Online Service, the right to use and access that Existing Material on the terms and conditions under the relevant Module.*
- 13.7 *Immediately on the creation of a Deliverable that incorporates Existing Material that is owned by a third party, including third party software, the Contractor grants the Customer a non-exclusive, perpetual, irrevocable, royalty-free licence to that third party Existing Material to:*
- (a) *use, reproduce and adapt that third party Existing Material on the terms and conditions, and for the fees, stated in Item 34 of the General Order Form; or*
 - (b) *if no terms and conditions or fees are stated in Item 34 of the General Order Form; to use, reproduce and adapt that third party Existing Material for the Customer's own internal use in connection with, or for the operation, modification, support and/or use of, that Deliverable.*
- 13.8 *Where the Contractor uses a methodology in providing any Deliverable, the Contractor grants the Customer, immediately on the creation of the relevant Deliverable, a non-exclusive, perpetual, irrevocable, royalty-free licence to use that methodology solely for the purposes of receiving the benefit of the Services under the Customer Contract or assisting the Contractor to perform its obligations under the Customer Contract.*
- 13.9 *Not used.*
- 13.10 *The Contractor may charge for any licence to use any of its Existing Material, provided that any separate fees payable by the Customer for such use are agreed between the Parties prior to the Commencement Date and are stated in Item 34 of the General Order Form.*

CUSTOMER OWNED NEW MATERIAL

13.11 *If it is stated in Item 34 of the General Order Form that this clause 13.11 applies to some or all of the New Materials and subject to clauses 13.13 to 13.15, immediately on the creation of the relevant Deliverable that incorporates the New Material:*

- (a) *any Intellectual Property Rights in the New Material vest in, or are hereby transferred or assigned by the Contractor to, the Customer; and*
- (b) *the Customer may, in its sole discretion and only if stated in the General Order Form, grant the Contractor a:*
 - (i) *non-exclusive, perpetual, irrevocable, royalty-free licence in respect of the Intellectual Property Rights in the New Material to use, copy, adapt, translate, manufacture and in any other way exploit the Intellectual Property Rights in the New Material; or*
 - (ii) *licence in respect of the Intellectual Property Rights in the New Material on such terms as are specified in Item 34 of the General Order Form.*

CUSTOMER MATERIAL

13.12 *The Customer grants the Contractor a non-exclusive, non-transferable licence for the Contract Period for the Contractor and its Personnel to use the Customer's Materials to the extent necessary for the Contractor to perform its obligations under the Customer Contract.*

KNOW HOW ETC

13.13 *Subject to the restrictions on the disclosure of Confidential Information, the Contractor will be free to use the ideas, concepts and know-how that are used, developed or created in the course of performing the obligations under the Customer Contract and may be retained by the Contractor's Personnel in intangible form.*

OPEN SOURCE LICENCE

13.14 *The Contractor must not, without the prior written consent of the Customer:*

- (a) *develop or enhance any Deliverable using Open Source Software; or*
- (b) *insert any Open Source Software into any Deliverable.*

13.15 *Where the Customer provides its consent in relation to the use of any Open Source Software under clause 13.14, the Contractor will ensure that the use of that Open Source Software will not:*

- (a) *result in an obligation to disclose, license or otherwise make available any part of the Customer's environment, data or Confidential Information to any third party; or*
- (b) *diminish the Contractor's obligations under this Customer Contract.*

5. Deletions to Part 2

5.1 Clauses 25.2(b), 25.4(a), 25.6(c) and 25.6(d) of Part 2 (Customer Contract) are deleted and replaced with the words "not used".

6. Substantial Breach

6.1 The Customer may give the Contractor Notice in Writing of termination in respect of all or part of the Customer Contract:

- (a) under clause 1.14 of this Item 43 where the Contractor has failed to remedy a failure to meet the Go Live Milestone;
- (b) if the Contractor breaches any term of the Customer Contract which is not capable of remedy;

- (c) if the Contractor breaches any term of the Customer Contract which is capable of remedy and:
 - (i) fails to remedy the breach within 30 days of receiving notice requiring it to do so; or
 - (ii) fails to propose steps that are reasonably acceptable to the Customer that it will take to remedy the breach and a timeframe within which the Contractor will take them which are reasonably acceptable to the Customer;
- (d) if the Contractor breaches any warranty under clause 9.1;
- (e) if the Contractor breaches a specific Service Level in each month of any consecutive three month period, or in three months of any consecutive six month period, and either:
 - (i) the Contractor fails to develop an Action Plan in respect of this in accordance with the Customer Contract; or
 - (ii) an Action Plan developed in respect of this fails to rectify the situation, or is not implemented in accordance with its terms to rectify the situation;
- (f) if the Contractor or any of its Personnel is guilty of misconduct, or commits any act of fraud or dishonesty in relation to the business of the Customer or the Customer Contract;
- (g) if the Contractor or any of its Personnel, in the Customer's reasonable opinion, acts in a way that injures, or is likely to materially injure the business or reputation of the Customer or the New South Wales Government;
- (h) [Not used];
- (i) if a Step In Issue occurs and the Customer elects (in its sole discretion) to terminate the Customer Contract (in whole or in part) rather than Step In under clause 11.1 of this Item 43;
- (j) pursuant to clauses 1.14, 10.3 or 11.6 of this Item 43;
- (k) in the circumstances (and manner) specified in clause 3.5 of this Item 43;
- (l) where Acceptance Testing is required in order for the Deliverable to achieve AAD (and the obligation to ensure that the Deliverable achieves AAD by a certain date is not an LD Obligation), that Deliverable does not pass its Acceptance Tests on two or more occasions and this results in rejection of that Deliverable by the Customer on those occasions under clause 10.12(e) of Part 2;
- (m) where Acceptance Testing is not required in order for a Deliverable to achieve AAD (and the obligation to ensure that the Deliverable achieves AAD by a certain date is not an LD Obligation), the Contractor fails to deliver that Deliverable by its Due Date required under the Customer Contract and fails to remedy that breach within 10 Business Days of receiving notice requiring it to do so;
- (n) if the Contractor fails to effect and maintain insurance policies as required under clauses 16.1, 16.2, 16.3 or 16.7 of Part 2 (other than to the extent that the Contractor received an exemption under clause 16.8) of Part 2;
- (o) if the Contractor fails to provide a Performance Guarantee as required under clause 17.2 of Part 2;
- (p) if the Contractor fails to provide a Financial Security as required under clause 17.4 of Part 2;
- (q) if a Conflict of Interest exists which in the Customer's reasonable opinion prevents the full and proper performance of the Contract by the Contractor and the Contractor has not complied with clause 20.1(b) of Part 2 within a reasonable period; or
- (r) if there is a change of Control of the Contractor without the consent of the Customer, acting reasonably (where Control has the meaning given to that term in section 50AA of the Corporations Act 2001 (Cth)),

(each, a **Substantial Breach**).

7. **Wrongful Termination**

WRONGFUL TERMINATION

- 7.1 If the Customer issues a termination Notice in Writing under clause 25.2 of Part 2 or Clause 6 of this Item 43 or otherwise purports to terminate all or part of the Customer Contract for cause, and a court determines that it did not have a right to do so or that the purported termination is otherwise wrongful, the Customer's termination Notice in Writing is deemed to be a termination Notice in Writing for convenience validly given under clause 25.3 of Part 2 (even if a requirement for giving that termination Notice in Writing was not complied with and/or the Customer was not entitled to give it). If any wrongful termination by the Customer occurs within the first 12 months of the Customer Contract, the Contractor will be entitled to recover the fixed or sunk costs set out in Item 42 of the General Order Form.

8. **General**

SURVIVAL

- 8.1 The provisions of clauses 2.1 to 2.4, 3.5, 7, 11.7, 12 and 13 of this Item 43, shall survive termination or expiry of the Customer Contract.

9. **ACTION PLANS**

CONTRACTOR TO DEVELOP DRAFT ACTION PLAN

- 9.1 The Contractor is required to develop and implement an Action Plan in the following circumstances:
- (a) a Significant Failure occurs, in which case the Action Plan, which will be developed with reference to the Contractor's Performance Incident Report (PIR), must specify the steps that the Contractor will undertake to:
 - (i) overcome the Significant Failure; and
 - (ii) avoid or minimise any adverse impact on the Customer (including any workaround solutions); or
 - (b) there has been a Recurrence which has been caused by the Contractor or its Personnel, in which case the Action Plan must specify how the Contractor will remedy the Recurrence and avoid the same or similar occurrences subsequently,

(each, an **Action Plan Issue**). If an Action Plan Issue occurs, the Contractor must develop and submit to the Customer a draft Action Plan within 5 Business Days (or such other time as is agreed between the Parties) of becoming aware of the relevant Action Plan Issue.

CONTENTS OF ACTION PLAN

- 9.2 An Action Plan must specify (in detail satisfactory to the Customer):
- (a) the process for identifying, and where applicable must identify, the cause of the Action Plan Issue which the Action Plan is intended to remedy or prevent;
 - (b) if remedy of the Action Plan Issue is possible, the actions that will be implemented by the Contractor to effect that remedy;
 - (c) the actions that will be implemented by the Contractor to prevent the same or a substantially similar Action Plan Issue from occurring in the future;
 - (d) a timeline for the implementation of the Action Plan;
 - (e) any specific content required under clauses 9.1 and 9.2 of this Item 43 to be included in the Action Plan; and
 - (f) any other content that may reasonably be requested by the Customer from time to time.

IMPLEMENTATION OF ACTION PLAN

- 9.3 Each draft Action Plan is subject to acceptance under clause 3.4 of this Item 43 (regardless of whether or not such document is specified as a Deliverable that is required to undergo Acceptance Testing in Item 32 of the General Order Form).
- 9.4 Once an Action Plan is accepted by the Customer in writing under clause 3.4 of this Item 43, the Contractor must implement that Action Plan at no cost to the Customer in accordance with the timeframes and other terms specified in that Action Plan.
- 9.5 The Contractor may only implement an Action Plan:
- (a) if the Customer has approved the Action Plan; and
 - (b) in the form approved by the Customer.

10. RESOLUTION MANAGER

APPOINTMENT OF RESOLUTION MANAGER

- 10.1 Without limiting any other remedies that the Customer may have under this Customer Contract or at law, if:
- (a) a Significant Failure occurs;
 - (b) the Contractor fails:
 - (i) to develop an Action Plan as and when required; or
 - (ii) to implement an Action Plan in accordance with its terms; or
 - (c) the Contractor implements an Action Plan and the Action Plan fails to resolve the Action Plan Issue,
- the Customer may appoint a resolution manager (**Resolution Manager**).

ROLE OF RESOLUTION MANAGER

- 10.2 The Resolution Manager will work with the Contractor to help ensure that a further Action Plan is developed and implemented.
- 10.3 Where the Resolution Manager confirms to the Customer that the further Action Plan has not been able to be developed or implemented within a reasonable time (no less than 10 Business Days after the Resolution Manager's appointment), then the Customer may terminate the Customer Contract for cause by written notice.

11. STEP IN

STEP IN RIGHTS

- 11.1 If:
- (a) a Significant Failure occurs;
 - (b) the Contractor fails:
 - (i) to develop an Action Plan as and when required; or
 - (ii) to implement an Action Plan in accordance with its terms; or
 - (c) the Contractor implements an Action Plan and the Action Plan fails to resolve the Action Plan Issue.
- (each, a **Step In Issue**), then the Customer may, by giving Notice in Writing to the Contractor:
- (d) perform the Services and supply the Deliverables affected by that Step In Issue (**Affected Contracted Items**) itself or procure a third party to perform or supply the Affected Contracted Items; and/or

- (e) take over the implementation of the relevant Action Plan (if applicable) or the rectification of the relevant Step In Issue (or both),
- (each, a **Step In**).

ACCESS AND CO-OPERATION

- 11.2 If the Customer exercises its right to Step In, the Contractor must co-operate with the Customer and its Personnel and provide all assistance reasonably required by the Customer as soon as possible, including:
- (a) providing access to all relevant equipment, premises and software under the Contractor's control as directly relevant to the provision of the Services; and
 - (b) ensuring that the Contractor's Personnel normally engaged in the provision of the Affected Contracted Items are available to the Customer (or its nominee) to provide any assistance which the Customer may reasonably request.
- 11.3 The Customer will ensure that any third party nominated to Step In will comply with the Contractor's reasonable security and confidentiality requirements, including signing a reasonable confidentiality agreement.
- 11.4 The Customer agrees that the Contractor will not be liable for any additional Loss or breach to the extent caused or contributed to by the Customer or its nominated third party performing the Affected Contracted Items.

DURATION OF STEP IN

- 11.5 The Customer's right to Step In under this clause 11 of this Item 43 will end, and the Customer must hand back the responsibility for performing the Affected Contracted Items, when the Contractor is able to demonstrate to the Customer's reasonable satisfaction that:
- (a) the Contractor is capable of resuming provision of the Affected Contracted Items in accordance with the requirements of this Customer Contract; and
 - (b) the Step In Issue giving rise to the right of Step In will not recur.
- 11.6 If the Contractor has not demonstrated its capability in accordance with clause 11.5(a) of this Item 43 within:
- (a) 20 Business Days after a Step In, the Customer may immediately terminate the Customer Contract (in whole or in part) by Notice in Writing. Such termination will be considered a termination for cause under clause 6.1 of this Item 43; or
 - (b) 40 Business Days after a Step In, the Contractor may immediately terminate the Customer Contract (in whole or in part) by Notice in Writing.

COSTS

- 11.7 The Contractor must reimburse the Customer for the following costs (**Step In Costs**) incurred by the Customer in exercising the Step In rights under clause 11.1 of this Item 43:
- (a) any payments the Customer makes to a third party in connection with the provision of the Affected Contracted Items; and
 - (b) the costs and expenses directly incurred by the Customer as a result of the Customer exercising its right to Step In.
- 11.8 The Customer will continue to pay the Contractor the Price (including that portion which relates to the Affected Contracted Items) during a Step In provided that the Contractor reimburses the Customer for the Step In Costs in accordance with clause 11.7 of this Item 43.

12. TRANSITION OUT

TRANSITION OUT PLAN

- 12.1 Within six months following the Completion of the Go Live Milestone (as specified in Schedule 12) or at a later time otherwise requested by the Customer and agreed between the Parties, the Parties must negotiate in good faith to agree as quickly as possible a plan (**Transition Out Plan**) for the Transition Out of the Services and Deliverables supplied under the Customer Contract, including:
- (a) the timetable for Transition Out;
 - (b) the Services and Deliverables that the Contractor no longer has to supply;
 - (c) the time and circumstances in which the Contractor will cease supplying those Services and Deliverables; and
 - (d) the time and circumstances in which the Contractor will cease providing any Specified Personnel in respect of the relevant Services and Deliverables.
- 12.2 Unless otherwise agreed by the Parties, the Transition Out Plan should be based on any draft plan for the Transition Out forming part of the Customer Contract as an Order Document or Agreement Document.
- 12.3 If the Customer does not Accept a Transition Out Plan, then within 15 Business Days after commencement of the Transition Out Period, the Contractor must provide the Transition Out Assistance reasonably directed by the Customer at the times reasonably directed by the Customer and in accordance with this clause 12. The directions issued by the Customer under this clause 12.3 of this Item 43 will collectively constitute the Transition Out Plan.

TRANSITION OUT ASSISTANCE

- 12.4 During the Transition Out Period, the Contractor must perform, and ensure that each of its Personnel performs, all of the services, tasks, functions, activities and responsibilities allocated to the Contractor in the Transition Out Plan and all other assistance required by the Customer to successfully and as seamlessly as is reasonably practical complete Transition Out for the relevant Services and Deliverables, including the following (as applicable):
- (a) supply of any Deliverables specified in the Transition Out Plan as items the Contractor must supply;
 - (b) provision of detailed handover by:
 - (i) each member of Specified Personnel;
 - (ii) each other member of the Contractor's Personnel nominated by the Customer; and
 - (iii) including shadowing of those persons in their daily duties by replacement Customer Personnel;
 - (c) provision of regular status updates on the Contractor's activities; and
 - (d) if specified in the Transition Out Plan, the Contractor must, by the due date specified in the Transition Out Plan or by the Customer procure the novation to the Customer or its nominee of:
 - (i) any subcontracts, or the relevant parts of subcontracts (where those subcontracts are severable); and
 - (ii) any licence agreements or agreements for inputs,
 - (e) to the extent that they relate to the Services and Deliverables to which the Transition Out relates.
- 12.5 The Contractor must provide the Transition Out Assistance to the Customer, or any third party appointed by the Customer, to take over the supply of the Services and Deliverables.

CONTINUATION OF BUSINESS AS USUAL SERVICES

- 12.6 During the Transition Out Period, for the period in respect of which the Customer continues to pay the Contractor the Price in accordance with the Customer Contract, the Contractor must continue, and to the extent required by the Customer must ensure that each Subcontractor continues, to:
- (a) provide the Services and Deliverables in accordance with the Customer Contract and the Transition Out Plan;
 - (b) allocate the Specified Personnel to the performance of the Services and Deliverables as required by this Customer Contract;
 - (c) maintain sufficient other Personnel to perform the obligations under this clause 12 of this Item 43 and the Transition Out Plan; and
 - (d) maintain all of the existing Personnel (including Specified Personnel) involved in the provision of the Services and Deliverables, and must not remove, replace or reallocate any of those Personnel or reduce the existing Resource Levels without the Customer's written consent,

unless and until specified otherwise in the Transition Out Plan or agreed with the Customer in writing.

REDUCTION IN PRICE

- 12.7 During the Transition Out Period, on and from the date that the Transition Out for a particular Service or Deliverable, or part of a Service or Deliverable, has been completed in accordance with the Transition Out Plan (each, a **Transitioned-out Service**):
- (a) the Contractor:
 - (i) acknowledges and agrees that:
 - (A) it must not charge the Customer; and
 - (B) the Customer will not be liable to pay the Contractor, any amounts in relation to that Transitioned-out Service; and
 - (ii) must reduce the total Contract Price (and, if applicable, the individual Prices) payable by the Customer proportionately to reflect the Transition Out of that Transitioned-out Service; and
 - (b) the Customer will not be required to pay any Price or other amount in respect of any such Transitioned-out Service.
 - (c) For the avoidance of doubt, any monthly charges will be payable for as long as a Service or Deliverable is supplied during that month or part of that month. For clarity, if the relevant Service or Deliverable is provided for the first 10 Business Days of a month or less, the Customer will pay a pro rata amount of the monthly charge for the Service or Deliverable. If the Service or Deliverable is used for more than 10 Business Days of a month, the Customer will pay the monthly charge in full for the Service or Deliverable.

PAYMENT OF COSTS FOR TRANSITION OUT ASSISTANCE

- 12.8 The Customer is not liable to pay for Transition Out Assistance to the extent that Transition Out Assistance can be provided by the Contractor using existing Contractor Personnel involved in the provision of the Services and Deliverables, and to the extent Transition Out Assistance can be provided by those existing Contractor Personnel without adversely impacting the provision of the Services and Deliverables and enabling the Contractor to comply with clause 12.6 of this Item 43 or requiring additional resources.
- 12.9 The Customer is also not liable to pay for any Transition Out Assistance unless the Transition Out Period to which the Transition Out relates was triggered by a termination notice issued by the Customer under clause 25.3 of Part 2 or by the Contractor under clause 25.6 of Part 2.

- 12.10 Except as provided under clauses 12.8 and 12.9 of this Item 43, the Customer must pay for any additional Personnel required by the Contractor to provide the Transition Out Assistance (that is in addition to those existing Personnel who are used to provide the Services and Deliverables under the Customer Contract) on a time and materials basis in accordance with the agreed rates as set out in the Customer Contract.

13. NSW GOVERNMENT CONTRACTING

INTERPRETATION

- 13.1 In this clause 13 of this Item 43:
- (a) Claim means any claim, demand or proceeding arising out of any cause of action (including breach of contract (including under an indemnity), tort (including negligence) and any other common law, equitable or statutory cause of action); and
 - (b) Losses means all liabilities, losses, damages, costs and expenses suffered or incurred by any person, whether arising in contract (including under an indemnity), tort (including negligence), under any statute or under any other common law, equitable or statutory cause of action, and Loss has a corresponding meaning.
- 13.2 This clause 13 prevails over any inconsistent clause in the Customer Contract.

BENEFIT AND LIABILITY

- 13.3 The Parties acknowledge and agree that the exclusions and limitations of liability that apply to the Customer's liability under this Customer Contract extend to, and apply to, the liability of all Government Agencies collectively in connection with this Customer Contract.
- 13.4 Despite any other provision of the Customer Contract to the contrary:
- (a) any and all Government Agencies which have been authorised by the Customer to receive the benefit of the Services and Deliverables may make use of the Services and Deliverables provided under the Customer Contract;
 - (b) the Contractor acknowledges that an act or omission of the Contractor, including any breach of the Customer Contract or negligence in relation to the performance or failure to perform the Customer Contract, may result in Loss by a Government Agency;
 - (c) the Customer is not prevented from recovering Losses by the fact that the relevant Losses were suffered by any other Government Agency under or in connection with the Customer Contract, if those Losses would have been capable of being recovered by the Customer from the Contractor had the Customer suffered those Losses itself; and
 - (d) those Losses are deemed to be suffered by the Customer for the purposes of the Customer Contract and the Contractor indemnifies the Customer against those Losses suffered by any Government Agency under or in connection with the Customer Contract.
- 13.5 The Customer enters into the Customer Contract, and holds the benefit of any and all rights and remedies granted or available to the Customer under the Customer Contract, for itself in its own right and on trust for each Government Agency which has been authorised by the Customer to receive the benefit of the Services and Deliverables, and the Customer may enforce the benefit of those rights and remedies on behalf of those other Government Agencies for the purposes of:
- (a) each Government Agency obtaining (and being able to enforce through the Customer) any and all rights and remedies granted or available to the Customer under the Customer Contract (including under clause 19 of Part 2 and clauses 13.3 and 13.4 of this Item 43); and
 - (b) each Government Agency obtaining (and being able to enforce through the Customer) the benefit of any exclusions and limitations on the Customer's liability in the Customer Contract (including under clause 18 of Part 2 and clause 13.3 of this Item 43).

- 13.6 As the contracting party to this Customer Contract, the Customer will be responsible for enforcing this Customer Contract, including bringing any Claim for and on behalf of the other Government Agencies.
- 13.7 The Contractor must not (and must procure that its Related Companies and Personnel do not) make any Claim for Losses against any Government Agency other than the Customer in connection with this Customer Contract, and agrees that any Claim by the Contractor in relation to any other Government Agency must be brought by the Contractor directly against the Customer and not against any other Government Agency.
- 13.8 The Customer will ensure that the Government Agency will comply with the obligations of the Customer to the extent applicable to the Government Agency. The Customer will be responsible for the acts or omissions of each Government Agency.

EXERCISE OF RIGHTS

- 13.9 The Customer may vary, amend, enforce or otherwise act under this Customer Contract without seeking the approval of the NSW Government or any other Government Agency.
- 13.10 Without limiting this clause 13 of this Item 43, the Customer is entitled to exercise all rights, powers, authorities, discretions and remedies conferred on the Customer under this Customer Contract, or any applicable laws, as if the Customer were the sole beneficiary of the rights and obligations under this Customer Contract.

CLAIMS

- 13.11 The Parties acknowledge and agree this clause 13 of this Item 43 does not permit the NSW Government or the Government Agencies to recover twice for the same Loss.

14. Access

- 14.1 The following clauses are added to clause 7 ('Access') of Part 2.

"7.4. Having regard to the COVID-19 pandemic and the fact that, at the date of this Customer Contract, remote working and social distancing measures are required and/or strongly recommended by Australian and NSW government authorities, the parties acknowledge and agree that the following Services and Deliverables are the only Services and Deliverables that the Contractor requires access to the Customer's Site in order to provide:

- a) Onsite Services as described in Exhibit 1 to Schedule 12.

7.5 The parties acknowledge and agree that:

- a) if the Customer or the Contractor cannot lawfully access any of the Customer's Sites, or if the Customer, acting reasonably and in light of the most recent Australian and NSW government guidance in relation to COVID-19 at the relevant time, considers it desirable not to permit such access, then the Customer will provide the Contractor Notice in Writing of the change in access to the Customer Site. The parties will discuss in good faith alternative arrangements which may be implemented to deliver the Services or Deliverables specified in clause 7.4, and the implementation will be subject to a Change Request. If no such alternative arrangement is agreed, the Customer can delay the Services or Deliverables specified in clause 7.4 above (and the payment of any Prices to the extent related to such delayed Services and Deliverables) by providing the Contractor with Notice in Writing; and
- b) some or all of such delayed Services or Deliverables can be resumed by the Contractor if the Customer provides a subsequent Notice in Writing stating that the provision of the relevant Services and Deliverables can be resumed by the Contractor.

2 PART 3 – DICTIONARY OF PROCURE IT FRAMEWORK

2.1 The following definitions are added to Part 3 (Dictionary) in their appropriate alphabetical locations:

Action Plan means a plan prepared by the Contractor under the Customer Contract in accordance with clause 9 of of Item 43 of the Customer Contract to remedy a deficiency or failure in respect of the Services or Deliverables.

Action Plan Issue has the meaning given to that term in clause 9.1 of Item 43 .

Agreed Date means the date by which a Milestone (including an LD Obligation) must be Complete, as specified in the Customer Contract or the PIPP.

Affected Contracted Items has the meaning given to that term in clause 11.1(d) of Item 43.

Complete means, in respect of a Milestone, when the Actual Acceptance Date for all Deliverables forming part of, or associated with, that Milestone has occurred, and **Completion** shall be construed accordingly.

Consolidated List means the list of asset freeze targets (both individuals and companies) designated by the United Nations, Australia, European Union and/or United Kingdom under legislation relating to current sanctions regimes.

COVID-19 means:

- (a) the respiratory virus or illness known as 'COVID-19' or 'severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)'; or
- (b) any present or future states, strains, mutations, antigenic drifts or genetic reassortments of that respiratory virus or illness.

Critical Service Level means a Service Level identified in the SLA as a 'critical service level' for the relevant Services.

Delay means anything which will or will probably cause delay to the Contractor's ability to:

- (a) Complete a Milestone by the Agreed Date; or
- (b) perform or complete any other obligation by the date required by the Customer Contract.

Delay Event means:

- (a) acts or omissions of the Customer except to the extent that the Customer has acted within the period contained in the Customer Contract, or, where no period is specified, a reasonable time;
- (b) any denial or suspension of access to the Customer's Site during Business Hours (including denial or suspension of access under clause 7.3 of the Customer Contract), but only to the extent such access is actually required to perform the Services in accordance with the Customer Contract, and excluding any denial or suspension of access that is due to an adverse finding arising out of a background or other check, an investigation into the conduct of the Contractor or its Personnel or a breach of clause 7.2 or another provision of the Customer Contract; or
- (c) any change to any of the Customer's secrecy or security requirements without reasonable advance notice, provided that the Contractor will mitigate any expenses incurred or delay caused as a result of complying with such changed requirements; or
- (d) a Force Majeure Event.

Directions means directions for the resolution of a deficiency or failure in respect of the Services or Deliverables and the implementation of the applicable Action Plan, which may include a requirement that the Contractor makes available and provides access to leading subject matter experts (as nominated by the Contractor) within its organisation.

Eligibility to Work Check means checks that the Customer may perform, or require to be performed from time to time, to confirm whether a member of the Contractor Personnel is an Australian citizen, permanent resident, or otherwise entitled to work in Australia in the capacity in which they work as a member of Contractor's Personnel.

Final Milestone means the last Milestone set out in the Project Implementation Project Plan.

Go Live means the date when the Contractor takes primary responsibility for the provision of the Managed Services following completion of the Transition In Period.

Go Live Milestone means the Milestone described in the Project Implementation Project Plan as Milestone 5 (Go Live).

IMACD has the meaning given to it by Exhibit 1 (Services) to Schedule 12 – Project Implementaiton and Payment Plan.

Key Position means a key position that is, or that is required to be, filled and performed by the Specified Personnel at all times during the Contract Period, as specified in Item 27 of the General Order Form.

Program has the meaning given to that term in clause 2.19 of Item 43.

Prospective Person has the meaning given to that term in clause 2.9 of Item 43 of the Customer Contract.

Recurrence means two or more occurrences of the same or similar root cause in the previous 18 months which is not part of the standard operation of a Service and leads to:

- (a) a failure to meet Service Levels;
- (b) a critical or severe impairment of the Contractor's performance of a Service; or
- (c) a material impairment of the Contractor's ability to carry out a Service effectively and in compliance with applicable Statutory Requirements.

Relevant Offence means any offence which:

- (a) involves an element of dishonesty or violence;
- (b) involves behaviour which is, in the reasonable opinion of the Customer, inconsistent with the inherent requirements of the roles which the relevant person will be required to perform; or
- (c) is an offence which the Customer reasonably considers is of a nature that if a person who has been convicted of it were to perform the Contractor's obligations under the Agreement, would reflect adversely on the reputation of the Customer or expose the Customer to adverse public comment.

Resolution Manager has the meaning given to that term in clause 10.1 of Item 43.

Resource Levels has the meaning given to that term in clause 2.26(a) of Item 43 of the Customer Contract.

Sanctions means any sanction administered by the:

- (a) Department of Foreign Affairs and Trade of the Commonwealth of Australia;
- (b) Office of Foreign Assets Control of the U.S. Department of the Treasury;
- (c) U.S. State Department; or
- (d) any other agency of the Commonwealth of Australia, U.S. Government, the United Nations, the European Union or Her Majesty's Treasury.

Significant Failure for a Service means any one or more of the following:

- (a) one or more failures to meet any Critical Service Level in any month, or such other measurement period as may be specified in the SLA;
- (b) a Substantial Breach;

- (c) a security failure which resulted in a person being in a position to commit an act which has the potential to have a significant adverse impact on the business, operations or reputation of the Customer or the New South Wales Government;
- (d) any other breach of the Customer Contract by the Contractor which has a significant adverse impact on a critical part of the Customer's business or operations; and
- (e) any other failure, problem or issue which is specified as such in the Customer Contract.

Step In has the meaning given to that term in clause 11.1 of Item 43 of the Customer Contract.

Step In Costs has the meaning given to that term in clause 11.7 of Item 43 of the Customer Contract.

Step In Issue has the meaning given to that term in clause 11.1 of Item 43 of the Customer Contract.

Transition Out means the transfer of responsibility for provision of Services and Deliverables supplied under the Customer Contract from the Contractor to the Customer (or a third party designated by the Customer).

Transition Out Assistance means all of the services, tasks, functions, activities and responsibilities allocated to the Contractor in the Transition Out Plan or otherwise required to be supplied or performed by the Contractor under clause 12.4 of Item 43.

Transition Out Period for Services and Deliverables supplied under the Customer Contract means the period commencing on the earlier of:

- (a) the date a Notice in Writing of termination of the Customer Contract is issued; and
- (b) the date specified in the Customer Contract as the date on which the Transition Out Period is to commence for the relevant Services and/or Deliverables,

and continuing until the earlier of:

- (c) the date on which Transition Out for the relevant Services and/or Deliverables is completed; and
- (d) the date on which the Customer notifies the Contractor in writing that the Customer wishes to end the Transition Out Assistance for the relevant Services or Deliverables.

Transition Out Plan has the meaning given to that term in clause 12.1 of Item 43.

Transitioned-out Service has the meaning given to that term in clause 12.7 of Item 43.

2.2 The following definitions in Part 3 (Dictionary) are deleted and replaced with the new definitions set out below:

1.24 Consequential Loss means any loss, damage or expense recoverable at law:

- (a) which is suffered by a Party as a result of a breach of this Customer Contract that cannot reasonably be considered to arise naturally from that breach; or
- (b) which is a loss of opportunity, goodwill, profits, anticipated savings or business.

1.52 Force Majeure Event means a circumstance beyond the reasonable control of a Party that results in that Party being unable to perform an obligation on time and includes:

- (a) natural events like fire, flood or earthquake;
- (b) widespread disease, epidemic, public health quarantine or travel restrictions;
- (c) national emergency;
- (d) terrorist acts (including Cyberterrorism) and acts of vandalism; or
- (e) war,

but in each case only if and to the extent that that Party is without fault in causing the event, and the event, or its effects, could not have been prevented by reasonable precautions including:

- (f) invoking any relevant disaster recovery plan;
- (g) implementing remote working practices and/or appropriate workload management practices; and
- (h) any other prudent back-up or recovery procedures.

1.66 LD Obligation means an obligation that is stated in Item 21 of the General Order Form as being an obligation for which the late completion by the Contractor may require the payment of liquidated damages in accordance with clauses 1.16 to 1.19 of Item 43.

1.118 Substantial Breach has the meaning given to that term in clause 6 of Item 43.

SIGNED AS AN AGREEMENT

Signed for and on behalf of the Crown in right of the State of New South Wales acting through Department of Customer Service (ABN 81 913 830 179)

[Redacted signature area]

[Redacted signature area]

Print name

Print name

15 June 2020

15 June 2020

Date

Date

Signed by Datacom Systems (AU) Pty Ltd in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:

[Redacted signature area]

12 May 2020 _____

Date

Schedule 3: Service Level Agreement

Begins on next page.



End User Computing Services

Schedule 3 Service Level Agreement

This document contains confidential and proprietary information of Customer. Except with the express prior written permission of Customer, this document and the information contained herein may not be published, disclosed, or used for any other purpose.

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1. Overview and interpretation

- 1.1 This document describes the Service Level framework and methodologies for reporting and measuring service levels, and managing service level exceptions. This document also sets out the guidelines for managing changes to service levels for the term of the Agreement.
- 1.2 In this document, unless the context requires otherwise:
- (a) **CSL** means a Critical Service Level described in Appendix A to this Schedule 3.
 - (b) **Customer Third Party Vendor** means a third party supplier to Customer, but excludes Contractor and its Subcontractors and Personnel.
 - (c) **Incident** has the meaning given in the Information Technology Infrastructure Library (ITIL).
 - (d) **IT Service Management Tool** means ServiceNow, or such other IT service management tool as is used by the Customer from time to time.
 - (e) **KPI** means a Key Performance Indicator described in Appendix A to this Schedule 3.
 - (f) **Monthly Service Level Report** means the report the Contractor is required by this Customer Contract to provide to the Customer each month, outlining the Contractor's performance against Service Levels in the previous month.
 - (g) **Service Level Default** means a failure to meet a Service Level in a month.
 - (h) **SLA Measurement Failure** has the meaning given in clause 4.6 of this document.

2. General

- 2.1 As and from the relevant Service Commencement Date, the Contractor shall perform the Services to which Service Levels apply so that in each month of the Term, its performance meets or exceeds the Service Levels.
- 2.2 The Contractor will deliver Services in accordance with the relevant ITIL v3 framework disciplines and the Customer's Service Level management policies and processes (as amended and notified to the Contractor from time to time).
- 2.3 [Removed]
- 2.4 The Contractor shall provide a Single Point of Contact (**SPOC**) for the prompt resolution of all Incidents and all failures to provide high-quality Services to the Customer, regardless of whether the reason for such Incidents, or failure to provide high-quality Services to the Customer, was caused by the Contractor.

3. Service Levels

- 3.1 The Service Levels applicable to the Customer Contract are set out in Appendix A to this Schedule 3.

4. Service Level Framework

- 4.1 The Contractor will commence measuring and reporting performance against Service Levels (**Service Level Performance**) from Go Live of the Managed Services.

- 4.2 Detailed performance information used to calculate each Service Level will be maintained by the Contractor for the Contract Period.
- 4.3 Upon the Customer's request, and in no event less than monthly, the Contractor shall provide, or provide access to, such performance information to allow the Customer to verify the accuracy of reported Service Level measurements.
- 4.4 Service Level Performance shall be measured and reported by the Contractor on a monthly basis, based on the data provided by the Customer's IT Service Management Tool configuration.
- 4.5 If a tool used for delivery of Services changes, the Parties may, by written agreement, adjust the Service Level measurements as necessary to account for any increased or decreased sensitivity in the new measuring tool. Changes to the tools used for the delivery of the Services, and corresponding adjustments to the Service Level measurements, will be subject to Acceptance by the Customer.
- 4.6 If the Contractor fails to measure Service Level Performance for a Service Level so that it is not possible to confirm whether the Service Level has been achieved, then, unless such failure to measure was previously agreed in writing by the Customer, the Service Level Performance for the Service Level shall be deemed to be a failure to meet the Service Level (**SLA Measurement Failure**).

5. Not used

6. SLA Reporting

- 6.1 The Contractor shall provide to the Customer, as part of the Contractor's Monthly Service Level Report, a set of soft copy reports to verify the Contractor's performance and compliance with the Service Levels. The report will include the Contractor's performance against each Service Level and details of all Service Level Defaults that occurred in the reporting month and Service Credits (if any) applied to the monthly invoice for each Service Level Default. The format and content of the reports to be provided under this Section 6.1 will be determined during the Transition In period, and are subject to Acceptance by the Customer.
- 6.2 The Contractor shall provide detailed supporting information for each Monthly Service Level Report to the Customer in machine-readable form suitable for use on a personal computer, including the Contractor's performance against each Service Level and details of all Service Level Defaults. The data and detailed supporting information shall be the Customer's Confidential Information, and the Customer may access such information online, where technically feasible, at any time during the term of the Customer Contract.
- 6.3 The Customer acknowledges that the Contractor's reporting is dependent on the data received from the Customer's own configuration of its IT Service Management Tool (which, on the Commencement Date, is ServiceNow).
- 6.4 The Customer will configure its IT Service Management Tool, in consultation with the Contractor, to fully underpin the agreed Service Level Framework. That includes all functionality and data points being configured to ensure Service Levels can be measured as per the then-current requirements of this Schedule 3. It also includes data extraction, analytical and reporting capabilities being configured in a way which allows the Contractor, acting reasonably, to meet the applicable reporting requirements.

7. Service Level Default

- 7.1 If a Service Level Default occurs, the following will apply (subject to the rules set out in Section 8 below), except that only clauses 7.1(d) and 7.1(f) apply to a failure to meet a KPI:
- (a) Upon the occurrence of a Service Level Default in respect of a Critical Service Level, a Service Credit calculated as defined in this Section 7 shall be due from the Contractor, subject to paragraph (b) below.
 - (b) Service Credits do not apply to Service Levels described as Key Performance Indicators in this Appendix A to this Schedule 3 (**KPI**).
 - (c) Service Credits shall be calculated and applied by the Contractor prior to generating and sending in the following monthly invoice to the Customer.
 - (d) If the Contractor fails to meet a Critical Service Level or a Key Performance Indicator, the Contractor shall provide the Customer with a written plan for improving the Contractor's performance within fifteen (15) calendar days of the failure to meet the Critical Service Level or Key Performance Indicator. A template for all plans to be issued under this Section 7.1(d) will be prepared by the Parties during the Transition In period, and is subject to Acceptance by the Customer.
 - (e) [Removed]
 - (f) Each plan issued under Section 7.1(d) above shall be subject to Acceptance Testing. The Contractor shall promptly implement such plan when it has received Acceptance from the Customer.
 - (g) In the event of a Service Level Default, the Service Credit will be calculated in accordance with the following formula:

$$\text{Service Credit} = \mathbf{A} \times \mathbf{B} \times \mathbf{C}$$

Where:

A = The total Price payable for the Services under the Customer Contract for the month in which the Service Level Default occurred (**At-Risk Fees**), but excluding any amortised costs for advance analytics (as set out in the PIPP).

B = The At-Risk Percent of 15%.

C = The Service Credit Allocation Percentage for the Critical Service Level for which the Service Level Default occurred as shown in Appendix A (as updated under Section 9.1 below).

For example, assume that the Contractor fails to meet the Critical Service Level. Assume the Contractor's At-Risk Fees for the month in which the Service Level Default occurred was \$1,000,000 and that the At-Risk Percent was 15%.

Additionally, assume that the Service Credit Allocation Percentage for the relevant CSL is ten percent (10%). The Service Credit due to the Customer for such Service Default would be computed as follows:

A = The At-Risk Fees (\$1,000,000);

Multiplied by

B = The At-Risk Percent (15%);

Multiplied by

C = The Service Credit Allocation Percentage for the Critical Service Level for which the Service Level Default occurred as shown in Appendix A; (10%)

= Fifteen thousand dollars (\$15,000) (the amount of the Service Credit)

- (h) Subject to Section 7(i) below, if more than one Service Level Default has occurred in a single month, the sum of the corresponding Service Credits shall be credited to the Customer.
- (i) In no event shall the amount of Service Credits credited to the Customer with respect to all Service Level Defaults occurring in a single month exceed, in total, the At-Risk Amount. The '**At-Risk Amount**' being fifteen (15) percent of an amount equal to the At-Risk-Fees (as defined in Section 7.1(g) above).
- (j) The At-Risk Amount will be allocated across the Critical Service Levels as specified in Appendix A (as updated by the Customer from time to time under section 9.1 of this Schedule 3). In no event will more than 150% be allocated in total across all the Service Levels.
- (k) The total amount of Service Credits – which the Contractor shall be obliged to credit to the Customer, with respect to Service Level Defaults occurring each month – shall be reflected on the invoice that contains charges for the month during which the Service Level Default(s) giving rise to such credit(s) occurred. (For example, the amount of Service Credits for Service Level Defaults occurring in August shall appear as a credit on the Contractor's invoice in September for the August monthly charges.)
- (l) If the Contractor fails to provide a Service Credit that is due, the Customer may set off an amount equal to the Service Credit from payments owed to the Contractor.
- (m) [Not used]
- (n) A Service Level that has a zero volume during a month and does not reflect the performance of the Contractor associated with the relevant Service Level is to be reported as "No Volume".

8. Exceptions

- 8.1 If a Service Level Default occurs, and the Contractor demonstrates that such failure is directly caused by factors, events or circumstances outside of the Contractor's reasonable control (including any of the following factors, events or circumstances) to Customer's reasonable satisfaction, then the relevant Service Level Performances will be recalculated, and such periods in which Service Level Performance was impacted by the relevant factors, events or circumstances shall be disregarded for the purpose of recalculating the relevant Service Level (and shall be excluded from both the numerator and the denominator for the purposes of calculating whether the Service Level has been achieved):
- (a) the Customer's breaches of the Customer Contract;
 - (b) a Customer Third Party Vendor's acts, errors or omissions (except that if such acts, errors or omissions cause an Incident, this does not relieve the Contractor of responsibility for responding to and resolving the Incident in accordance with the Service Levels as part of the Services);

- (c) Service or resource reductions agreed in writing by the Customer, provided that the Contractor has previously notified the Customer in writing so the implementation of such request would result in such failure to meet the Service Level, and the Customer's agreement to this is reflected in its written agreement to the Services or resources reductions;
 - (d) a Force Majeure Event, to the extent the Contractor is relieved from performing the relevant obligations under clause 26 of the Customer Contract; or
 - (e) Services performed during any Transition-In period.
- 8.2 Services performed during the first 30 days following the introduction of a new Service Level or for the first three (3) months after Go Live. However, this exclusion does not apply to any Critical Service Levels set out in the Customer Contract on the Commencement Date.

9. Changes to service levels

9.1 Additions, Deletions, and Modifications

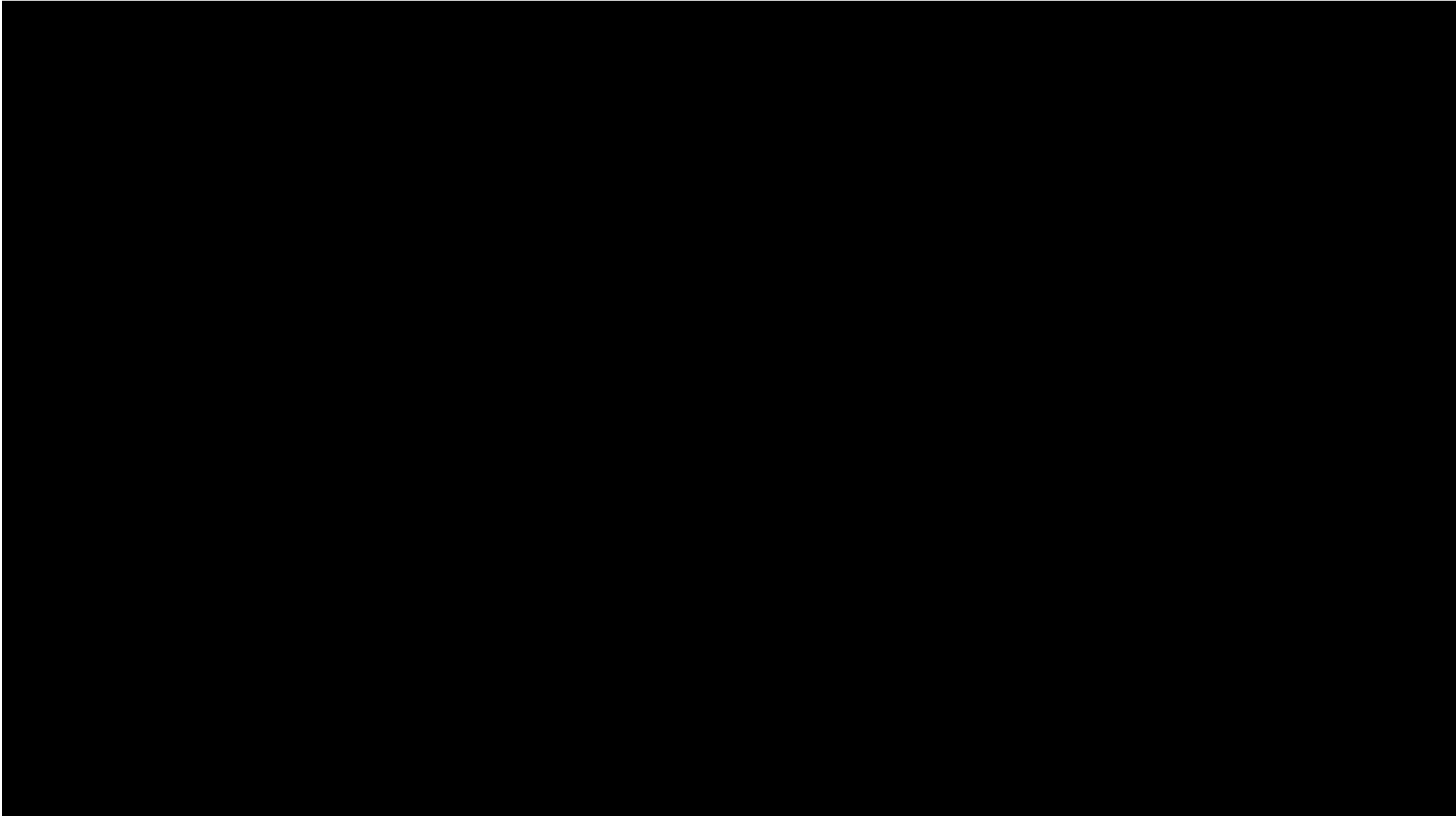
- (a) The allocation of Service Credit Allocation Percentages may be amended on a quarterly basis by the Customer in its discretion, by advance Notice in writing. The Customer will consult the Contractor before making changes to Service Credit Allocation Percentages under this Section 9.1(a).
- (b) In the event the Customer desires to make changes to the Service Levels (other than under Section 9.1(a) above), the Parties will discuss the intended change(s).
- (c) In the event a Customer-proposed change to a Service Level (other than under Section 9.1(a) above) has a material cost and/or time impact to the Contractor, the Contractor may propose a Change Request or Contract Variation to demonstrate such material impact and the Parties will address this via the appropriate governance forums.
- (d) All new Service Levels shall:
 - (i) be quantifiable and measurable; and
 - (ii) be documented in Appendix A.
- (e) Following any change, whether under Section 9.1(a), 9.1(b) or 9.1(c) above:
 - (i) the sum of the Service Credit Allocation Percentages for all Critical Service Levels shall equal no more than 150%; and
 - (ii) if a Service Credit Allocation Percentage has not been defined for a Critical Service Level, then the Service Credit Allocation Percentage for such Critical Service Level shall be zero (0).

9.2 Performance Standards for Additional Service Levels

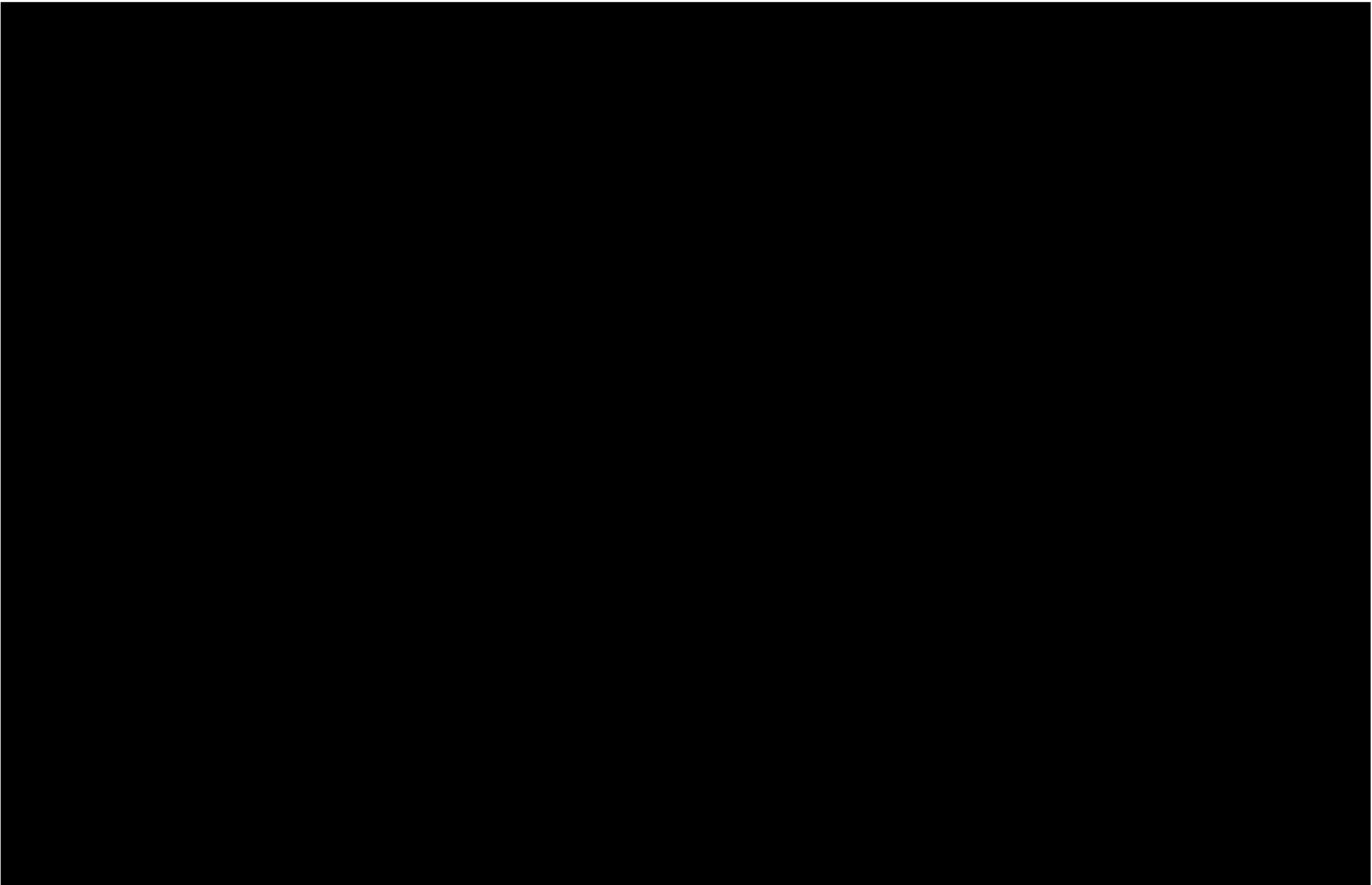
If the Customer adds a new Service Level in accordance with Section 9.1, the expected service level target and minimum service level target for such Service Level shall be agreed by the Parties. Should the Parties not agree, they shall be computed as follows:

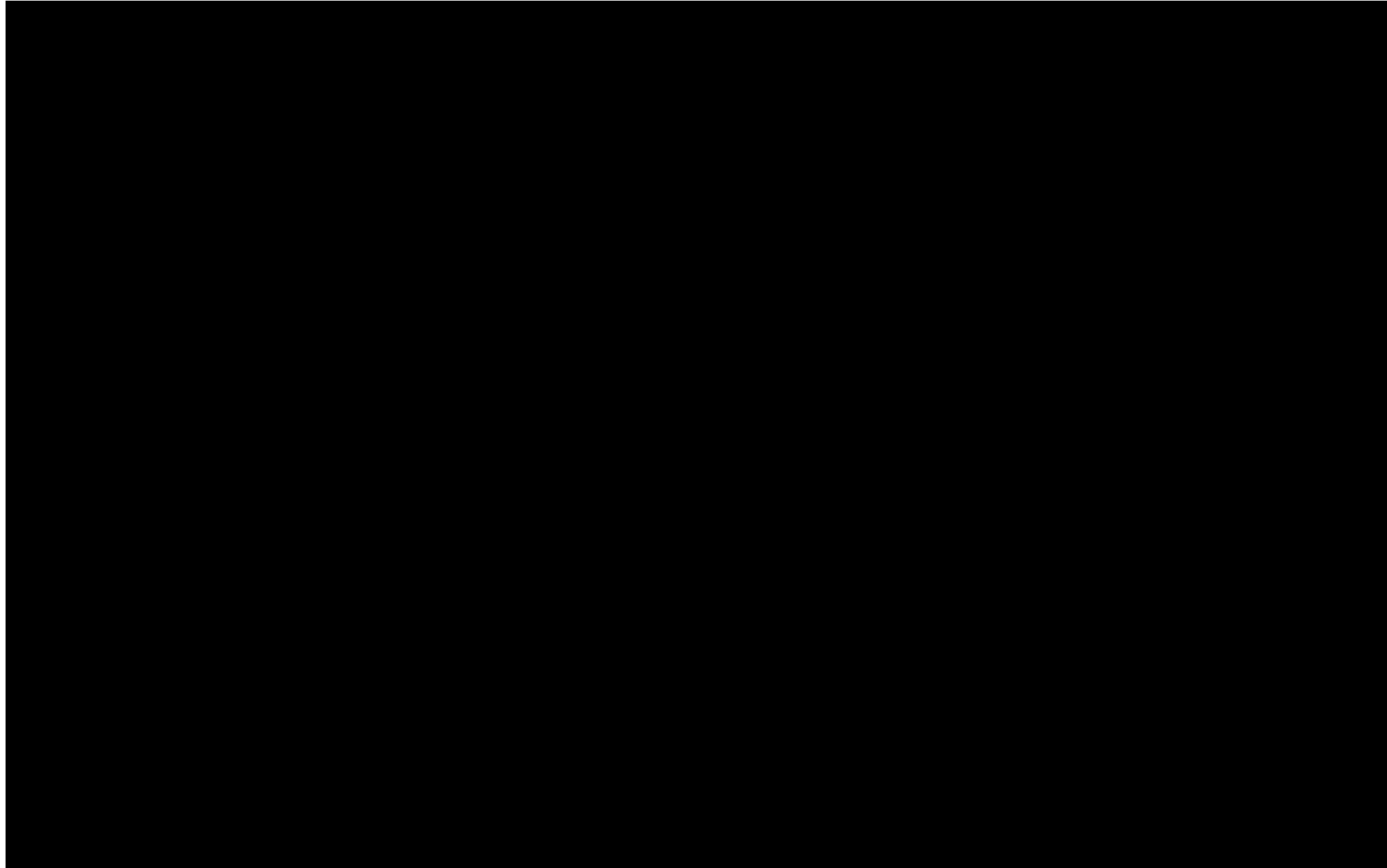
- (a) the Parties shall attempt in good faith to agree on an expected service level target and a minimum service level target using industry-best practice measures or Third-Party Vendor advisory services.
- (b) If the Parties do not agree the details of the Service Level under paragraph 9.2(a), the applicable expected service level target and the minimum service level target will be determined pursuant to the dispute resolution process set out in clause 24 of the Customer Contract.

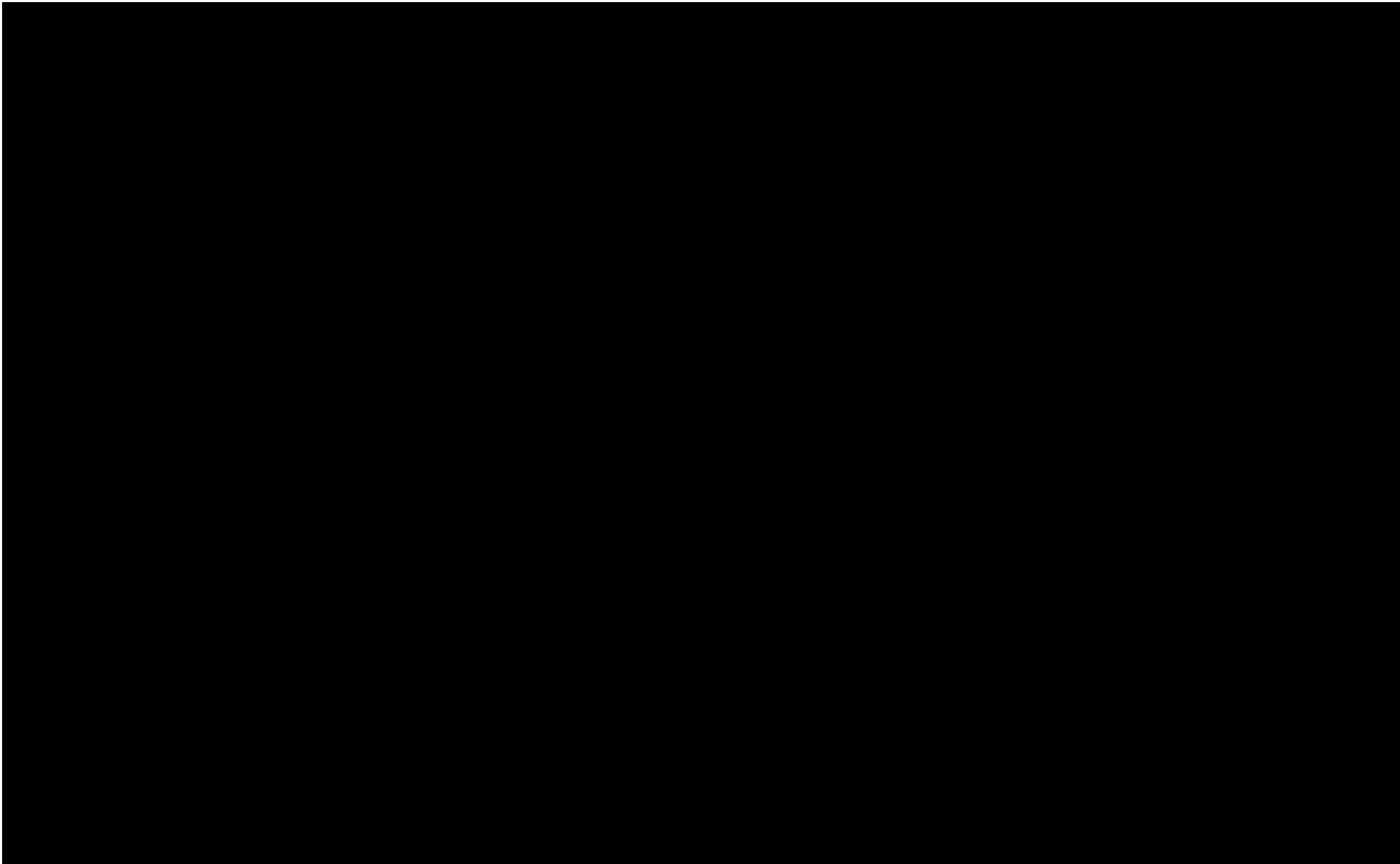
Appendix A – Service Levels and Priority Matrix

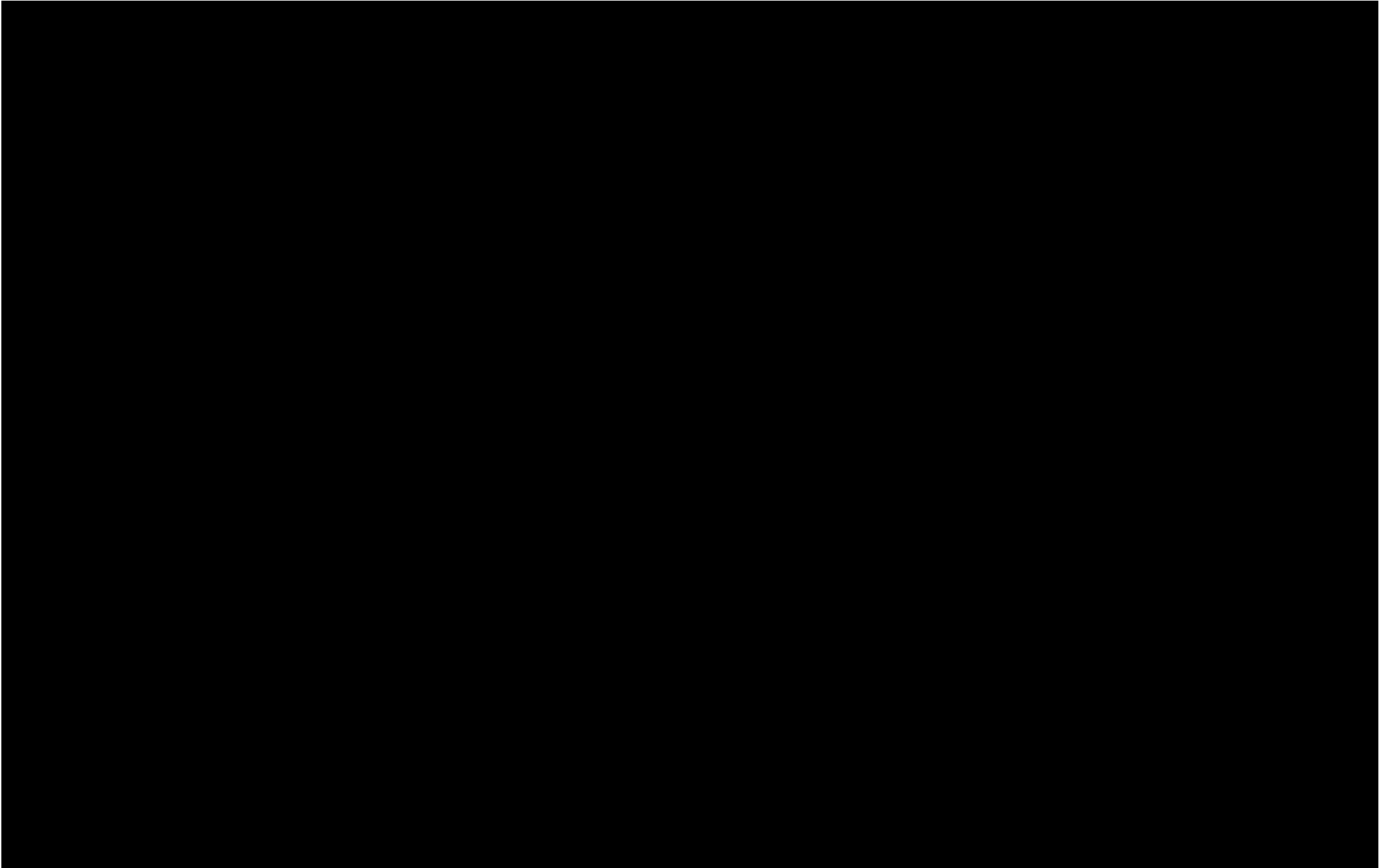


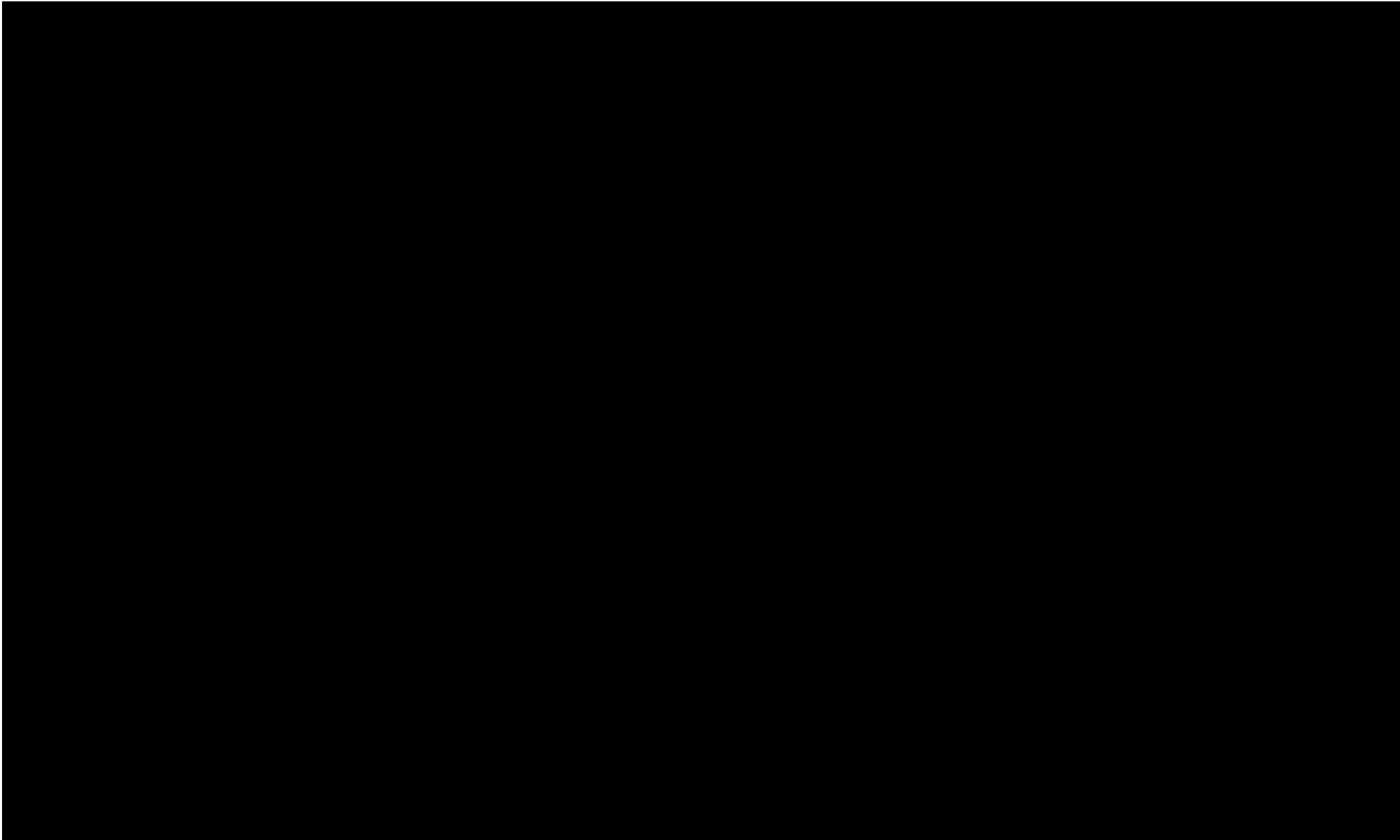












Priority Matrix:

For each Incident:

- (a) The Contractor will initially assign each Incident with the Priority Level that is the best fit from the Priority Level framework below;
- (b) The Customer will authorise certain members of its Personnel to:
 - (i) notify the Contractor of the Customer's assessment of the impact of the relevant Incident on the Customer's business; and
 - (ii) modify, by notice to the Contractor, the Priority Level assigned by the Contractor to the relevant Incident; and
- (c) If a changed Priority Level is requested under paragraph (b), that changed Priority Level will apply to the Incident. Disputes regarding the allocation of Priority Levels are to be addressed, after resolution of the Incident, under clause 24 of the Customer Contract.

Priority	Description	Narrative
1	Critical Incident	<p>Critical Infrastructure failure rendering system unavailable or causing it to operate with seriously degraded performance, affecting multiple users.</p> <p>Indicators of this may include some or all of the following:</p> <ul style="list-style-type: none"> • Full server (production) or a network device unavailable; • Number of people affected (entire department, major sites affected or one site entirely unable to function); • Compliance breach pending; • End users impacted financially or by compliance issues. <p>This priority can also be assigned to otherwise non-critical issues (such as password resets) where there is significant business impact requiring immediate remediation.</p>
2	Priority Incident	<p>An Incident which is not a Priority 1, that severely limits the functionality or availability of production equipment on the network, but the system or application is partially available.</p> <p>Indicators of this may include some or all of the following:</p> <ul style="list-style-type: none"> • Degraded performance (due to partial availability of a system or device); • Number of people affected (more than one person affected unless the one person is completely unable to log on to the PC and is not able to use or log on to another PC at all); • Sites with partial functionality; • Reports (inaccurate, non-arrival, not generated) where compliance/legal breach is not immediately pending but are critical to the business;

Priority	Description	Narrative
		<ul style="list-style-type: none"> Incidents requiring urgent attention, but a work-around is possible. <p>This priority can also be assigned to otherwise non-business impacting events where there is a risk to the business should the Incident not be resolved in a timely fashion.</p>
3	Standard Incident	<p>An Incident that is not a priority 1 or 2 and that allows the application or equipment to be used with limited functions, but is not critical to the overall business (e.g. development or test systems)</p> <p>Indicators of this may include some or all of the following:</p> <ul style="list-style-type: none"> Single user Incident with non-critical impact; A non-critical peripheral device may not be available; User has other applications available; Some of the work the user usually does can be done (partial ability to be productive); Work-around is available or partially available.
4	Non-functional Incident	<p>An Incident that is not a priority 1, 2 or 3 and that allows the application or equipment to be used with no functional limitations, but is not operating as agreed.</p> <p>Indicators of this may include some or all of the following:</p> <ul style="list-style-type: none"> Single user Incident; The look and feel of an application is different to an agreed standard but fully functional; The Incident is more of an inconvenience and should be resolved eventually, maybe by booking a visit or remote support.
4	Request for Service	Covers any case that is not an Incident – i.e. not logging a fault. This comprises a Standard Service Request or higher priority requests for information. This will be treated as a Priority 4.
5	Request for Service	Covers any case that is not an Incident – i.e. not logging a fault. This comprises a Non-Standard Service Request where a resolution time is individually agreed.

Priorities for Onsite Services

The parties agree the following in relation to Service Levels for Onsite Services:

- (a) The default Priority Level for tickets that invoke onsite support at sites outside of cities where there is no permanent Contractor presence (“Onsite Support Call non-Tech Café sites @Other”) is P4. This Priority Level is subject to adjustment on a ticket-by-ticket basis as outlined in paragraphs (b) and (c) above.
- (b) [Not used]

- (c) Support tickets raised via a Tech Cafe channel are aimed to be resolved at first point of contact. However, the agreed Priority Levels remain in place for these tickets and would allow for functional escalation as and if required.

Abbreviations

Abbreviation	Description
AST	Agreed Service Time. Agreed Service Time is the period in each month during which the Customer requires the full functionality of an Application to be available for use in accordance with its specifications, as set out in Table 2 below, excluding any periods of planned outages agreed by the Parties and Force Majeure Events (but only to the extent the Contractor is relieved from performing the relevant obligations under clause 26 of the Customer Contract due to those Force Majeure Events).
CI	Configuration Items
DT	Down Time. Down Time is the period in a month during which the full functionality of an Application is not available for use in accordance with its specifications, excluding any periods of planned outages agreed by the Parties and Force Majeure Events (but only to the extent the Contractor is relieved from performing the relevant obligations under clause 26 of the Customer Contract due to those Force Majeure Events).
FCR	First Contact Resolution. The ability to resolve customer problems, questions or needs the first time they contact, with no follow-up required
PCM	Per Calendar Month
SDM	Service Delivery Manager
SLA	Service Level Agreement

Tiering of Applications:

Table 1 Application Tiers

Tier	Applications
1	The applications identified as Tier 1 in the Customer's service catalogue from time to time.
2	The applications identified as Tier 2 in the Customer's service catalogue from time to time.
3	[The applications identified as Tier 3 in the Customer's service catalogue from time to time.

Agreed Service Time for Applications:

Table 2 Required hours of availability

Tier of Application	Required hours of availability
1	8.30am to 5.30pm on Business Days
2	8.30am to 5.30pm on Business Days
3	8.30am to 5.30pm on Business Days

Schedule 4: Variation Procedures

1. Procedures

- 1.1 Each request or recommendation for a change to the PIPP or any part of the Customer Contract must be submitted in a form substantially similar to the Change Request form attached to this Schedule.
- 1.2 For each draft Change Request submitted:
- (a) the Customer must allocate it with a sequential number; and
 - (b) the draft Change Request must be logged and its progress documented by recording its status from time to time by the Contractor as follows:
 - (i) requested;
 - (ii) under evaluation;
 - (iii) awaiting authorisation;
 - (iv) cancelled;
 - (v) pending
 - (vi) approved/authorised;
 - (vii) expired;
 - (viii) in progress;
 - (ix) applied;
 - (x) delivered;
 - (xi) accepted.
- 1.3 The Party receiving the draft Change Request must within 5 Business Days of receipt (or such longer period set out in the Change Request):
- (a) request further information; or
 - (b) provide written notification to the other Party of its approval or rejection of the Change Request.
- 1.4 If the Customer submits a draft Change Request to the Contractor, and the Contractor believes that there is more than 1 Business Day's work involved in the evaluation of the Change Request, then prior to commencing work on evaluating the draft Change Request the Contractor may request that the Customer pays for the work involved to evaluate the draft Change Request. The Customer may then either revise the draft Change Request to require less than 1 Business Day's work to evaluate it, or agree to pay for the Contractor's work to evaluate the Change Request in an amount agreed by the Parties, or in absence of agreement, at the Contractor's then current commercial rates.

- 1.5** If the Customer Contract has been entered into under a Head Agreement, and the Change Request seeks to vary any terms or conditions of the Customer Contract, including a Protected Clause and the Customer approves of the Change Request, the Customer must submit the Change Request to the Contract Authority and the Secretary of the New South Wales Department of Customer Service, for approval immediately after it has notified the Contractor that it approves the Change Request.

2. Status

- 2.1** A Change Request is binding on the Parties only when both Parties have signed it. Once signed by both parties the Change Request updates the Customer Contract in accordance with the terms of the Change Request. The Contractor must not implement any draft Change Request until the Customer has signed the Change Request form.

3. Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number		<i>Insert Change Request Number (supplied by the Customer)</i>
Date of Change Request		<i>Insert date of draft Change Request</i>
Originator of need for Change Request		<i>Customer or Contractor</i>
Proposed Implementation Date of Change		<i>Insert proposed date of implementation</i>
Date of expiry of validity of Change Request		<i>Insert validity expiry date. The Change Request is invalid after this date.</i>
Contractor's estimated time and cost of evaluation		<i>Insert estimated time and cost of evaluation</i>
Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any (This applies only if the Customer is the Party that originated the need for a Change Request; and the Contractor estimates the cost of evaluating and drafting the Change Request exceeds 2 Business Days)		<i>Insert amount to be paid to the Contractor for evaluating the draft Change Request</i>

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
<i>Insert date</i>	<i>Insert version</i>	<i>Insert status/reason</i>	<i>Insert author</i>

DETAILS OF CHANGE REQUEST

Summary

[Insert a summary of the changes, if required]

SCOPE

[Insert changes to the scope of Products to be provided and/or any Services, including any extensions to the Contract Period.]

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

[Insert any changes to the Contract Specification]

EFFECT OF CHANGE ON PROJECT TIMETABLE

[Insert changes to the project timetable]

New PIPP (annexed)

[Annex new PIPP if required]

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

[Insert new charges and the timing of payment into the new PIPP]

CHANGES TO CSI

[Insert any changes to the CSI]

CHANGES TO CUSTOMER PERSONNEL

[Insert any changes to the Customer's Personnel]

CHANGES TO CUSTOMER ASSISTANCE

[Insert any changes to the Customer's Assistance]

PLAN FOR IMPLEMENTING THE CHANGE

[insert the plan for implementing the change – if any.]

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

[Insert the responsibilities of the respective Parties for implementing the change – if any.]

Responsibilities of the Contractor

[Insert the responsibilities of the Contractor for implementing the change – if any.]

Responsibilities of the Customer

[insert the responsibilities of the Customer for implementing the change – if any.]

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

[Insert if there will be any effect on the Acceptance Testing of any Deliverable – or alternatively insert None.]

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

[Insert if there will be any effect on performance of any Deliverable – or alternatively insert None.]

EFFECT ON USERS OF THE SYSTEM/SOLUTION

[Insert if there will be any effect on users of the system/solution – or alternatively insert None.]

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Changes will be required to the following documents:

[Add any other documents which may be affected.]

EFFECT ON TRAINING

Insert if there will be an effect on training or alternatively insert None.]

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

[insert if there are any other matters.]

ASSUMPTIONS

The plan for implementing the changes outlined in this Change Request is based on the assumptions listed below:

[Insert any assumptions. If none then this section will be deleted].

If the assumptions are or become untrue, the Parties will address the effect of this through a subsequent Change Request.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

[Insert a list of the documents that form part of this Change Request]

CUSTOMER CONTRACT CLAUSES, SCHEDULES AFFECTED BY THE PROPOSAL ARE AS FOLLOWS:

[Insert amendments to clauses in the Customer Contract, relevant Schedules including Service Level Agreement]

Note that variations to any of the terms and conditions of the Procure IT Framework including the Protected Clauses require the Customer to obtain the prior written approval of the Contract Authority and the Secretary, New South Wales Department of Customer Service approval in accordance with directions and policies issued by the Board from time to time. (clause 26.2))

AUTHORISATION

The Contractor must not commence work on the Change Request until it is signed by both Parties. Once signed by both Parties, the Customer Contract is updated by this Change Request and any provisions of the Customer Contract that conflict with this Change Request are superseded.

SIGNED AS AN AGREEMENT

Signed for and on behalf of *[insert name of Customer]*

[Redacted signature area]

By *[insert name of Customer's Representative]* but not so as to incur personal liability

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

[Redacted signature area]

Print name

[Redacted signature area]

Date

Signed for and on behalf of *[insert Contractor's name and ACN/ABN]*

[Redacted signature area]

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

[Redacted signature area]

Date

Schedule 5: Escrow Deed

Not Used.

Schedule 6: Deed Poll – Approved Agents

This Deed Poll is made on [insert date] by [insert full legal name of Approved Agent and ACN/ABN] (**Approved Agent**) in favour of [insert full legal name of Contract Authority] (**Contract Authority**)

1. Definitions

- 1.1 **Customer** means [insert full legal name of the Customer].
- 1.2 **Customer Contract** means the agreement dated [*insert date*] signed by the Customer and the Approved Agent as agent for the supply of the Products and/or Services under that agreement.

By this Deed:

1. The Approved Agent warrants to the Customer that it is the lawful agent of the Contractor to provide the Products and/or Services under the Customer Contract.

Signed, sealed and delivered by [insert full legal name of Approved Agent and ACN/ABN]

[Redacted signature area]

in accordance with s127 of the *Corporations Act 2001* (Cth) by:

[Redacted signature area]

Signature Director

[Redacted signature area]

Signature of Director/Secretary

[Redacted name area]

Print name

[Redacted name area]

Print name

[Redacted date area]

Date

[Redacted date area]

Date

Schedule 7: Statutory Declaration – Subcontractor

Oaths Act (NSW), 1900 Eighth Schedule

I,, do solemnly and sincerely declare that

1. *[insert name of the subcontractor and its ACN/ABN]* (**Subcontractor**) has been selected as subcontractor to, Datacom Systems (AU) Pty Ltd ABN 39 135 427 075 (**Contractor**) under an agreement between the Crown in right of the State of New South Wales acting through Department of Customer Service ABN 81 913 830 179 (**Customer**) and the Contractor dated *[insert date of Customer Contract]*.
2. The Subcontractor will offer to enter into an agreement with the Contractor in connection with the Customer Contract on terms that are not inconsistent with the terms of the Customer Contract in so far as those terms are relevant to the Subcontractor.
3. As at the date of this Statutory Declaration there are no reasons of which I am aware that would prevent the Subcontractor's agreement with the Contractor from being performed in a manner that would allow the satisfactory and timely performance of that subcontract.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1900.

Declared at: on

[place] *[date]*

.....
[signature of declarant]

in the presence of an authorised witness, who states:

I,, a

[name of authorised witness] *[qualification of authorised witness]*

certify the following matters concerning the making of this statutory declaration by the person who made it: *[*please cross out any text that does not apply]*

1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and
 2. *I have known the person for at least 12 months OR *I have confirmed the person's identity using an identification document and the document I relied on was
- [describe identification document relied on].*

.....
[signature of authorised witness]

.....
[date]

Schedule 8: Deed of Confidentiality

Deed of Agreement dated the day of 20

Between The Crown in right of the State of New South Wales acting through Department of Customer Service (ABN 81 913 830 179) (**Customer**)

And [insert name and address of Subcontractor] (**Subcontractor**)

RECITALS

- (A) In the course of the Subcontractor assisting in the supply by the Contractor of certain Deliverables for the Customer under a subcontract agreement between the Subcontractor and the Contractor, the Subcontractor will have access to, and may become aware of, Confidential Information belonging to, or in the possession of, the Customer.
- (B) Improper use or disclosure of the Confidential Information would severely damage the Customer's ability to perform its governmental/statutory functions and would severely damage the commercial interests of the Customer.
- (C) The Customer requires, and the Subcontractor agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Customer's Confidential Information is kept confidential.
- (D) This Deed sets out the terms on which the Subcontractor will have access to the Confidential Information.

WHAT IS AGREED

1. Recitals

The Parties acknowledge the truth and accuracy of the Recitals.

2. Interpretation

DEFINITIONS

- 2.1 In the interpretation of this Deed unless a contrary intention appears the following expressions will have the following meanings:

Agreement means the Customer Contract entered into under the *Procure IT Framework* between the Contractor and the Customer under which the Contractor will supply Deliverables to the Customer dated [insert date].

Business Day means any day that is not a Saturday, Sunday or a public holiday in New South Wales.

Confidential Information means information that:

- (a) is by its nature confidential; or
- (b) is communicated by the Customer to the Subcontractor as confidential; or
- (c) the Subcontractor knows or ought to know is confidential; or
- (d) relates to:
 - (i) the Products and Services;
 - (ii) the financial, the corporate and the commercial information of the Customer;
 - (iii) the affairs of a third party (provided the information is non-public); and
 - (iv) the strategies, practices and procedures of the State and any information in the Subcontractor's possession relating to the State public service,

but excludes any information which the Subcontractor can establish was:

- (v) in the public domain, unless it came into the public domain due to a breach of confidentiality by the Subcontractor or another person;
- (vi) independently developed by the Subcontractor; or
- (vii) in the possession of the Subcontractor without breach of confidentiality by the confidant or other person.

Contractor means [insert name of Contractor].

Deliverables means any product or service and any associated material offered for supply or provided by the Contractor in accordance in the Agreement.

Express Purpose means the Subcontractor performing the obligations under its subcontract agreement with the Contractor.

Intellectual Property Rights means all intellectual property rights including:

- (a) copyright, patent, trademark, design, semi-conductor or circuit layout rights, registered design, trademarks or trade name and other protected rights, or related rights, existing worldwide; and
- (b) any licence, consent, application or right, to use or grant the use of, or apply for the registration of, any of the rights referred to in (a),

but does not include the right to keep confidential information confidential, moral rights, business names, company names or domain names.

Notice means notice in writing given in accordance with this Deed.

State means the State of New South Wales.

GENERAL

2.2 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Deed, except where the context makes it clear that a rule is not intended to apply

2.3 A reference to:

- (a) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (b) a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
 - (d) anything (including a right, obligation or concept) includes each part of it.
- 2.4 If this Deed expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.
- 2.5 A singular word includes the plural, and vice versa.
- 2.6 A word which suggests one gender includes the other gender.
- 2.7 The words “include(s)” and “including” are not words of limitation.
- 2.8 If a word is defined, another part of speech of that word has a corresponding meaning.

3. Non disclosure

- 3.1 The Subcontractor must not disclose the Confidential Information to any person without the prior written consent of the Customer.
- 3.2 The Customer may grant or withhold its consent in its discretion.
- 3.3 If the Customer grants its consent, it may impose conditions on that consent, including a condition that the Subcontractor procures the execution of a Deed in these terms by the person to whom the Subcontractor proposes to disclose the Confidential Information.
- 3.4 If the Customer grants consent subject to conditions, the Subcontractor must comply with those conditions.
- 3.5 Despite clause 3.1, the Subcontractor may disclose the Confidential Information:
- (a) to its directors, officers, employees and contractors;
 - (b) to the Contractor and its directors, officers, employees and the Contractor’s other contractors who are engaged in the supply of the Deliverables and their directors, officers, employees,
- each referred to as **permitted recipients**, where such disclosure is essential to carrying out their duties in respect of the Express Purpose.
- 3.6 Despite clause 3.1, the Subcontractor may disclose the Confidential Information:
- (a) to its lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the performance under this Deed; or
 - (b) if the Subcontractor is required to disclose by law, order of a court or tribunal of competent jurisdiction or the listing rules of an applicable securities exchange.

- 3.7 Before disclosing the Confidential Information to a permitted recipient, the Subcontractor will ensure that the permitted recipient is aware of the confidentiality requirements of this Deed and is advised that it is strictly forbidden from disclosing the Confidential Information or from using the confidential information other than as permitted by this Deed.
- 3.8 The Confidential Information must not be copied or reproduced by the Subcontractor or the permitted recipients without the expressed prior written permission of the Customer, except as for such copies as may be reasonably required for the Express Purpose.
- 3.9 If any person, being any director, officer, contractor or employee of the Subcontractor, who has had access to the Confidential Information in accordance with this clause 3 leaves the service or employ of the Subcontractor then the Subcontractor will procure that that person does not do or permit to be done anything which, if done or permitted to be done by the Subcontractor, would be a breach of the obligations of the Subcontractor under this Deed.

4. Restriction on use

- 4.1 The Subcontractor must use the Confidential Information only for the Express Purpose and must not without the prior written consent of the Customer use the Confidential Information for any purpose other than the Express Purpose.
- 4.2 The Subcontractor must, unless otherwise authorised by the prior written consent of the Customer:
- (a) treat as confidential and secret all of the Confidential Information which the Subcontractor has already acquired or will acquire from the Customer;
 - (b) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;
 - (c) not directly or indirectly use, disclose, publish or communicate or permit the use disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed;
 - (d) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed; and
 - (e) ensure that the permitted recipients comply with the terms of this Deed and keep the Confidential Information confidential and not use or disclose the Confidential Information other than as permitted by this Deed.

5. Survival

- 5.1 This Deed will survive the termination or expiry of the Agreement for a period of 6 years.

6. Rights of the Customer

PRODUCTION OF DOCUMENTS

- 6.1 The Customer may demand the delivery up to the Customer of all documents in the possession or control of the Subcontractor containing the Confidential Information.
- 6.2 The Subcontractor must immediately comply with a demand under this clause 6.

- 6.3** If the Customer makes a demand under this clause 6, and documents containing the Confidential Information are beyond the Subcontractor's possession or control, then the Subcontractor must provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose possession or control they lie.
- 6.4** In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

LEGAL PROCEEDINGS

- 6.5** The Customer may take legal proceedings against the Subcontractor or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Indemnity and release

- 7.1** The Subcontractor is liable for, and agrees to indemnify and keep indemnified the Customer in respect of, any claim, damage, loss, liability, cost, expense, or payment which the Customer suffers or incurs as a result of:
- (a) a breach of this Deed (including a breach of this Deed which results in the infringement of the rights of any third party); or
 - (b) the disclosure or use of the Confidential Information by the Subcontractor or the permitted recipients other than in accordance with this Deed.

8. No exclusion of law or equity

This Deed does not exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

9. Waiver

- 9.1** No waiver by the Customer of one breach of any obligation or provision of this Deed will operate as a waiver of another breach of any other obligation or provision of this Deed.
- 9.2** None of the provisions of this Deed will be taken to have been varied waived discharged or released by the Customer unless by its express consent in writing.

10. Remedies cumulative

CUMULATIVE

- 10.1** The rights and remedies provided under this Deed are cumulative and not exclusive of any other rights or remedies.

OTHER INSTRUMENTS

- 10.2** Subject to the other covenants of this Deed, the rights and obligations of the parties pursuant to this Deed are in addition to and do not derogate from any other right or obligation between the parties under any other Deed or agreement to which they are parties.

11. Variations and amendments

No term or provision of this Deed may be amended or varied unless reduced to writing and signed by the parties in the same manner as this instrument.

12. Applicable law

This Deed will be governed and construed in accordance with the laws of the State.

13. Notices

- 13.1 Notices must be sent to the other party at the address shown in this Deed, or the address last notified to the other party in writing, or in the case of the Subcontractor, at the Subcontractor's registered office.
- 13.2 All notices must be in writing and signed by the relevant party and must be given either by hand delivery, post, email or facsimile transmission.
- 13.3 If delivery or receipt of a notice is not made on a Business Day, then it will be taken to be made on the next Business Day.
- 13.4 If delivery of a notice is made by email, the notice will be taken to have been received when the sender's system registers that the email has passed the internet gateway of the sender's system (and no delivery failure or out of office message is received by the sender within 24 hours of sending).

EXECUTED AS A DEED

Signed, sealed and delivered by The Crown in right of the State of New South Wales acting through Department of Customer Service (ABN 81 913 830 179) (Customer)

[Redacted signature line]

By [insert name of Customer Representative] but not so as to incur personal liability

[Redacted signature line]

In the presence of: [insert name of witness]

[Redacted signature line]

[Redacted signature line]

Signature of Customer

[Redacted signature line]

Signature of Witness

[Redacted signature line]

Print name

[Redacted signature line]

Print name

[Redacted signature line]

Date

[Redacted signature line]

Date

Signed, sealed and delivered by [Insert] ABN [insert]

[Redacted signature line]

in accordance with s127 of the *Corporations Act* 2001 (Cth) by:

[Redacted signature line]

Signature Director

[Redacted signature line]

Signature of Director/Secretary

[Redacted signature line]

Print name

[Redacted signature line]

Print name

[Redacted signature line]

Date

[Redacted signature line]

Date

Schedule 9: Performance Guarantee

Not used.

Schedule 10: Financial Security

Not Used.

Schedule 11: Dispute Resolution Procedures

1. Dispute Resolution

- 1.1 In the event of a dispute arising under or in relation to this Agreement or any Statement of Work (a Dispute), a party may give the other party notice of that Dispute, specifying the basis of the Dispute (a Dispute Notice). The parties will attempt to settle the Dispute through good faith negotiations.
- 1.2 If the Dispute is not resolved within 10 Business Days of date that the Dispute Notice was delivered, then by written notice to the other party, either party may refer the Dispute to their respective Chief Executive Officers or other senior officers to attempt resolution. The parties may also agree to refer the Dispute to mediation.
- 1.3 If the Dispute is not resolved under clause 1.2 within a further 10 Business Days, then by written notice to the other party, either party may refer the Dispute to be resolved by arbitration. The arbitration will be before a single arbitrator agreed by the parties or, failing agreement within 10 Business Days, by the arbitrator appointed in accordance with the Schedule. The arbitration will be conducted in accordance with legislation or rules described in the Schedule. The parties reserve the right to appeal to the relevant court on any question of the law arising out of an award.
- 1.4 Nothing in this clause will prevent a party from seeking urgent relief (such as an injunction) before a court of competent jurisdiction.

2. Confidentiality

- 2.1 Each Party involved in the expert determination process, including the expert, the Parties, their advisors and representatives shall maintain the confidentiality of the expert determination process and may not use or disclose to anyone outside of the expert determination process, the expert's determination, or any information received or obtained, in the course of the expert determination process, including the existence of that information, except to the extent:
 - (a) the Parties have otherwise agreed in writing;
 - (b) the information is already in the public domain;
 - (c) disclosure is required to a Party's insurers, auditors, accountants or other professional advisers;
 - (d) disclosure is required for the purposes of any legal proceedings relating to the dispute or the expert's determination; or
 - (e) disclosure is otherwise required by law.

Schedule 12: Project Implementation and Payment Plan (PIPP)

This Schedule 12 – Project Implementation and Payment Plan consists of:

- Main Body
- Exhibit 1 - Services
- Exhibit 2 – Risk and Resilience Framework
- Exhibit 3 – Payment Plan

Schedule 12 : Project Implementation and Payment Plan (PIPP)

1. Introduction

DOCUMENT SCOPE

This Project Implementation and Payment Plan (PIPP) outlines the various activities to be undertaken by the Contractor to enable it to undertake the continuous management of the end user computing services for the Customer, with particular emphasis on the project aspects of this service evident during the Transition-In Period.

This Schedule 12 - PIPP forms part of the Customer Contract and defines the scope of the delivery, the deliverables, the project resources, the implementation methodology, the project schedule and the pricing details for this project.

This Schedule 12 consists of:

- (a) These terms and conditions,
- (b) Exhibit 1 (Services);
- (c) Exhibit 2 (Risk and Resilience Framework); and
- (d) Exhibit 3 (Payment Plan).

2. Project Overview

The objective of this project is for the Contractor to transition-in for the purpose of assuming responsibility for the provision of end user computing services.

In order for this project to achieve this objective, the Contractor must achieve the following:

1. Engagement in knowledge transfer and shadowing sessions attended by the Customer, the Incumbent(as that term is use in section 5 below). and any other relevant parties for the purpose of increasing capability and understanding of the Customer's core end user computing environment
2. Engagement in other discovery activities as required to develop a robust understanding of the Customer's core end user computing environment, including but not limited to:
 - a. Architectural review
 - b. Artefact review
 - c. Review of operational procedural documentation
3. Establishment of necessary governance frameworks, committees and forums
4. Recruitment of capable resources so as to ensure optimal and consistent delivery of end user computing services in accordance with the Contract Specifications
5. Engagement in significant training activities so as to provide sufficient understanding of the Customer's environment and empower Contractor subject matter experts to ensure delivery of service

6. Design and build of service management including the ITIL and all other required processes and procedure documentation required to support the provision of end user computing services , based on the Customer's policies and processes in these areas.
7. Documentation of all designed and required processes so as to ensure consistent delivery of services and minimal onboarding delay for new resources
8. Design and configuration of core tools to ensure fit for purpose, including:
 - a. TeamViewer;
 - b. Advanced Analytics; and
 - c. Others as required
9. Organisational change management activities including the engagement of stakeholders and establishment of a robust change management strategy in partnership with the Customer who owns the relationships.
10. Engagement in meetings, activities and early life support so as to plan and execute a seamless cut-over of the provision of services from incumbent service provider
11. Establishment of reporting capability and ability to produce key reports in the format and frequency as detailed in Exhibit 1 of this Schedule 12 – Project Implementation and Payment Plan. The Contractor will use the Customer's ITSM tool reporting facility as necessary to produce the reports.
12. Thorough post-implementation review activities designed to assess the success of the project against defined objectives and the potential need for any remedial activities.

PROJECT MILESTONES

In order to facilitate the achievement of the above project objectives, the Contractor will undertake a variety of activities, broken down into six key Milestones:

- (a) Milestone 1 – Mobilisation and Knowledge Acquisition;
- (b) Milestone 2 – Service Design (Phase 1);
- (c) Milestone 3 – Service Design (Phase 2);
- (d) Milestone 4 – Training and Readiness;
- (e) Milestone 5 – Go Live; and
- (f) Milestone 6 – Post Go-Live activities.

3. Scope of Work

PRODUCTS AND SERVICES

The Contractor is responsible for providing the Deliverables in accordance with the Contract Specifications.

The Contractor is reliant on the Customer to provide the required output from CSI006, for the Contractor to use, base and build their support documentation to enable the Deliverables to be

delivered. The Contractor's documentation is a subset of the Customer's overall ITIL service management and operational documentation.

Deliverables requiring CSI006 data and documentation input are marked with ++ as such in the below table. All end user computing services are to be considered and developed as required for all end user devices specified, including laptops and mobile devices.

The below scope of work must cover both the interim stage environment, featuring a Service Desk offering managed by the Contractor and future state environment with Customer managed service desk as the service desk is described in the Contract Specifications.

OVERVIEW OF DELIVERABLES

The Contractor must achieve AAD for the following Deliverables by the Due dates indicated below.

List of Deliverables

Deliverable ID	Deliverable Name	Format	Due date for AAD of the Deliverable
D1001	Detailed Risk Register	Excel Spreadsheet	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1002	Communications Plan	Word Document	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1003	Initial Transition Status Report	Word Document	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1004	Workshop Schedule	Excel Spreadsheet	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1005	Detailed Training Schedule++	Excel Spreadsheet	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1006	Detailed Knowledge Acquisition Plan++	Word Document	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1007	Gap Analysis Report++	Word Document	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.

Deliverable ID	Deliverable Name	Format	Due date for AAD of the Deliverable
D1008	Escalation Matrix	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1009	Incident Management Process Design++	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1010	Service Request Process Design++	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1011	Change and Release Management Process Design++	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1012	Problem Management Process Design++	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1013	Configuration Management Process Design (including CMDB management)++	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1014	Service Delivery Management Process++	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1015	Continuous Service Improvement Process	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1016	Deskside Support Process Design	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1017	Tech Café Process Design	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.

Deliverable ID	Deliverable Name	Format	Due date for AAD of the Deliverable
D1018	Decommissioning and Disposal Process Design++	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1019	Equipment Refresh Process Design++	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1020	Privileged Access Management Process Design++	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1021	Procedures Manual	Word Document	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1022	Cut-over/Go-live Runsheets	Excel Spreadsheet	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1023	Run State Financials and Invoicing Process	Word Document	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1024	Go Live Criteria	Word Document	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1025	Go Live Acceptance	Signoff	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1026	Lessons Learned Review	Word Document	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1027	Initial SLA Report	Word Document	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1028	Initial Correctly Rendered Invoice	Standard Invoice	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.

Deliverable ID	Deliverable Name	Format	Due date for AAD of the Deliverable
D1029	Install, Move, Add, Change and Disposal (IMACD) Process Design++	Word Document (or agreed alternative)	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1030	IMACD Go Live Formal Signoff	Signoff	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1031	IMACD Go Live Acceptance	Signoff	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.
D1032	IMACD Post Implementation Review	Word Document	5 Business Days after the Due Date for the Deliverable as outlined in the Project Plan below.

Where Contractor wishes to provide a Deliverable in a format other than that designated above, it must first obtain written approval to do so from the Customer.

Timing for delivery of the above is as per Project Plan detailed in this PIPP.

ACCEPTANCE TESTING OF DELIVERABLES

Acceptance Testing must be conducted on all of the Deliverables included in the table above.

The requirements for all Deliverables which undergo Acceptance Testing are as follows:

- The Contractor shall conduct reasonable acceptance testing and quality assurance for the Deliverables prior to their submission to the Customer for review.
- The Customer will review each Deliverable in accordance with the Acceptance Testing procedures in clause 10 of Part 2 or Clause 3 of Item 43 of the General Order of the Customer Contract (as applicable).

CONTRACT PERIOD

The Contract Period is as per Item 10 of the General Order Form.

The Contractor must complete the Transition-In Services in accordance with the timeframes outlined in the Project Plan detailed in this Schedule 12 – Project Implementation and Payment Plan.

Transition-in for services other than IMACD is to be completed within 45 Business Days of the Commencement Date.

Transition-in for remaining IMACD services is to be completed within 14 weeks of the Commencement Date.

CONTRACT SPECIFICATIONS

Contract Specifications are as defined in Item 13 of the General Order Form.

4. Implementation

ROLES AND RESPONSIBILITIES

The Contractor is to provide the Services related to the Transition In and ongoing provision of the Managed Services as required by the Customer and detailed within this PIPP and the Customer Contract. The roles and responsibilities of the parties in relation to Transition-In are as set out in the following table.

In the following table:

R = Responsible = Party who performs the activity / function. Where 2 parties are allocated this role for an item, the demarcation of responsibilities will be as per the other provisions of this PIPP and Customer Contract.

A = Accountable = Party who has the decision making authority for the activity / function and has capacity to veto / make key 'Go / No' decisions.

C = Consulted = Party who provides feedback and contributes to the activity / function.

I = Informed = Party who is informed of the key decisions related to the activity / function.

For the purposes of the table below, the Incumbent is Cics and Unisys as the context requires.

Activity	Incumbent(s)	Customer	Contractor
Recruitment	-	I	R
Stakeholder Engagement and Communication	I	R	C
Knowledge Acquisition	C	A	R
Risk and Issue Management	C	A	R
Shadowing	C	A	R
Process Design	-	A	R
Process Documentation	-	C	R
Training	-	A	R
Tool Configuration	-	C	R

Activity	Incumbent(s)	Customer	Contractor
Go Live Criteria Development	I	A,R	C
Go/No Go Meeting	I	A	R
Go Live Delivery	C	A	R
Early Life Support	A	I	R
Post Implementation Review	-	A	R
Provision of input data for SLA Reporting	-	R	C
SLA Reporting	-	C	R
Other Reporting	-	C	R
Invoicing	-	A	R

5. Project Management

ISSUES LOG

The Customer will maintain and update the Issues Register on a monthly basis in accordance with the requirements contained in the Contract Specifications and under any reasonable directions of the Customer.

RISK MANAGEMENT PLAN

The Customer will maintain and update the Risk Register on a monthly basis as per reporting requirements under the Contract Specifications.

The Risk Log is Deliverable (D1001)

Risk reporting and management should be conducted in accordance with Exhibit 2 of this PIPP (DCS Risk and Resilience Framework v6.0).

REPORTING REQUIREMENTS

Reporting requirements are outlined in Exhibit 1.

6. Customer Supplied Items (CSI)

CSI ID No.	Name	Timing of Delivery	Description
CSI001	Project site access	Commencement Date	Access to the primary project site as per Item 2 of the General Order Form for all identified Contractor resources
CSI002	Desks and network user identity provision	Commencement Date + 5 days	<p>The provision of a desk with physical internet connectivity, a monitor, keyboard, mouse, laptop, as well as provision of User IDs and Admin accounts, (enabling VPN Access to Contractor's systems and Infrastructure) for 15 Contractor Personnel across the Sites. As at the date of this Customer Contract, the Contractor had not notified the Customer of the number of desks required at each Site, as such the Customer will use reasonable efforts to provision such desks within a reasonable time after being notified of the Sites at which the Contractor requires these desks (up to the maximum number of 15 desks across all Sites).</p> <p>The Customer will also use reasonable efforts to provide Customer email and network access for 15 on-shore Personnel of the Contractor and a reasonable number of off-shore service lead Personnel of the Contractor which are required to enable the Contractor to provide the Services.</p> <p>In addition, the Customer may provide a number of 'Hot-Desks' for other Contractor resources.</p>
CSI003	Remote connectivity	Commencement Date	The provision of remote access to the Customer's systems to enable the Contractor perform its obligations under the terms of this Customer Contract. Remote Access will be required by all Contractor resources irrespective of their physical location but will only be provided in accordance with all safety and security requirements in this Customer Contract. Contractor's personnel will only use Customer-authorized laptops, systems and servers and will at all times comply with the confidentiality, safety and security requirements of this Customer Contract.

CSI ID No.	Name	Timing of Delivery	Description
CSI004	ServiceNow Instance	Within 5 Business Days of the Commencement Date	The Customer to provide an instance of ServiceNow which Datacom will use for testing and training purposes to determine the instance provided is fit for purpose to deliver the contracted services. Customer will arrange train the trainer style training, updates and support for this ServiceNow instance as reasonably requested by Datacom. The Customer will use reasonable efforts to ensure the provided Service Now instance is able to support, be useable and be available at times reasonably required for Contractor to conduct training and testing. Contractor also will test and review the production instance of ServiceNow to ensure it can provide ongoing service delivery.
CSI005	Connectivity between Customer and Contractor networks.	Within 5 Business Days of the Commencement Date	Contractor is to provide a single 100 mbps connection between Contractor and Customer networks. Customer must provide the connectivity at their site to allow this network to connect into the Customer network. Customer must provide Contractor with temporary VPN access to their network until the date which is 35 Business Days following the Commencement Date (ie, the date which the Contractor is obligated to provide the 100 mbs connection in accordance with Activity A1028) .
CSI006	Supply of requested documentation	Commencement date + 5 days	<p>The Customer is to use best efforts to supply all documentation which is it able to provide, which is reasonably requested by the Contractor and required by the Contractor to enable the Contractor to provide the Deliverables, or, respond back within 1 Business Day as to why the requested documentation cannot be provided.</p> <p>The documentation may be, for example and not limited to, ServiceNow User and Reporting guides, Operations documentation in place and in use for support from Incumbents and relevant third parties, Security Policies, ITIL and ITSM policies, procedures and processes, WHS policies and other relevant induction policies, etc</p>

7. Specified Personnel

The Specified Personnel are those referred to in Item 27 of the General Order Form.

8. Subcontractors

The Contractor will use as a subcontractor, **Greenlight Australia (ABN 25 123 518 829)** to deliver some of the contracted IMACD services.

9. Project Plan

HIGH LEVEL PROJECT PLAN

9.1 The delivery of the project can be split into several key phases, each a collection of key activities and Deliverables. The Contractor must conduct the following activities and provide the Deliverables by the due dates indicated in the following high level Project Plan.

DELIVERABLES

9.2 A Deliverable in the below table will not be considered to have passed AAD until:

- (a) all activities for that Deliverable and those appearing earlier in the Project Plan have been conducted and have been accepted by the Customer; and
- (b) all Deliverables required to be provided prior to the relevant Deliverable in the Project Plan have achieved AAD.

Activity ID	Activity	Start Date (where N is Commencement Date)	Due Date (where N is Commencement Date)	Deliverable ID	Dependency
Activities for Completion of Milestone 1 (Mobilisation and Knowledge Acquisition)					
A1001	Kickoff meeting with Customer and Contractor	N+1 Business Day	N+1 Business Day		Signed contract with DCS, CSI001, CSI002, CSI003,
A1002	Recruitment to commence	N+1 Business Day	N+1 Business Day		Signed contract with Customer , A1001
A1003	Transition meeting schedule agreed with Customer	N+1 Business Day	N+1 Business Day		Signed contract with Customer , A1001
A1004	Establish Contractor access and onboarding	N+1 Business Day	N+1 Business Day		CSI001, CSI002,

Activity ID	Activity	Start Date (where N is Commencement Date)	Due Date (where N is Commencement Date)	Deliverable ID	Dependency
					CSI003, CSI006
A1005	Conduct risk workshop	N+4 Business Days	N+4 Business Days	D1001	
A1006	Develop communications plan	N+1 Business Day	N+5 Business Days	D1002	A1003
A1007	Creation of document repositories	N+1 Business Day	N+5 Business Days		CSI002, CSI003,
A1008	Commence transition status reporting	N+5 Business Days	N+5 Business Days	D1003	A1001
A1009	Schedule workshops	N+5 Business Days	N+6 Business Days	D1004	A1012
A1010	Establish a temporary VPN link to enable remote access between Contractor and Customer networks	N+1 Business Day	N+7 Business Days		CSI005
A1011	3rd party engagement (for both incumbents and any subcontractors of the Customer)	N+7 Business Days	N+8 Business Days		Customer to arrange introductions and meetings
A1012	Conduct Artefact and other documentation review	N+2 Business Days	N+10 Business Days		CSI006
A1013	Develop training schedule	N+10 Business Days	N+12 Business Days	D1005	A1012
A1014	Develop knowledge acquisition schedule and approach	N+10 Business Days	N+12 Business Days	D1006	A1012
A1015	Prepare gap analysis report	N+12 Business Days	N+13 Business Days	D1007	CSI006, A1014
Activities for Completion of Milestone 2 (Service Design - phase 1)					
A1016	Engage in knowledge acquisition activities	N+12 Business Days	N+17 Business Days		A1012 CSI006
A1017	Develop escalation matrix	N+16 Business Days	N+17 Business Days	D1008	
A1018	Develop 'Service Management' process designs, including: <ul style="list-style-type: none"> Incident Management Service Request Change and Release Management 	N+12 Business Days	N+21 Business Days	D1009 D1010 D1011 D1012 D1013	CSI006, A1015, , A1016

Activity ID	Activity	Start Date (where N is Commencement Date)	Due Date (where N is Commencement Date)	Deliverable ID	Dependency
	<ul style="list-style-type: none"> • Problem Management • Configuration Management 				
A1019	Conduct shadowing activities	N+17 Business Days	N+21 Business Days		A1011, A1016
A1020	Develop 'Account Management' process designs, including: <ul style="list-style-type: none"> • Service Delivery Management Process Continuous Service Improvement Process Management	N+10 Business Days	N+25 Business Days	D1014 D1015	
A1021	Develop 'Field Services' process designs, including: <ul style="list-style-type: none"> • Deskside Support • Tech Café 	N+21 Business Days	N+25 Business Days	D1016 D1017	CSI006, A1011, A1016, A1018, A1019
A1022	Develop 'End User Device Support' process designs, including: <ul style="list-style-type: none"> • Decommissioning and Disposal • Equipment Refresh 	N+21 Business Days	N+25 Business Days	D1018 D1019	CSI006, A1011, A1016, A1018, A1019
A1023	Develop privileged access management process designs	N+21 Business Days	N+25 Business Days	D1020	CSI006, A1011, A1016, A1017, A1018, A1019,
Activities for Completion of Milestone 3 – (Service Design - Phase 2)					
A1024	Develop operational reporting capability	N+10 Business Days	N+ 28 Business Days		CSI004, CSI005, CSI006, A1020

Activity ID	Activity	Start Date (where N is Commencement Date)	Due Date (where N is Commencement Date)	Deliverable ID	Dependency
A1025	Develop 'Advanced Analytics' capability	N+5 Business Days	N+30 Business Days		CSI002, CSI003, CSI005
A1026	Develop and design procedures manual(s)	N+10 Business Days	N+ 30 Business Days	D1021	
A1027	Develop Run State governance	N+28 Business Days	N+30 Business Days		A1020
A1028	Establish a permanent single 100 mbps connection between Contractor and Customer networks	N+1 Business Day	N+35 Business Days		CSI005 CSI006
A1029	Install, configure required tools including TeamViewer	N+5 Business Days	N+35 Business Days		CSI002, CSI003, CSI005
A1030	Develop training materials	N+31 Business Days	N+35 Business Days		
Activities for Completion of Milestone 4 – Training and Readiness					
A1031	Conduct Service Management training	N+36 Business Days	N+36 Business Days		
A1032	Conduct Field Services training	N+37 Business Days	N+37 Business Days		
A1033	Conduct End User Device Support training	N+37 Business Days	N+37 Business Days		
A1034	Conduct Advanced Analytics training	N+39 Business Days	N+39 Business Days		
A1035	Develop and test runsheets	N+39 Business Days	N+39 Business Days	D1022	
A1036	Develop run state financials and invoicing process	N+40 Business Days	N+40 Business Days	D1023	
A1037	Implement run state governance	N+40 Business Days	N+40 Business Days		
A1038	Develop go live criteria	N+40 Business Days	N+40 Business Days	D1024	
Activities for Completion of Milestone 5 – Go Live					
A1039	Go/No go meeting	N+41 Business Days	N+41 Business Days		
A1040	Go Live stakeholder communication	N+42 Business Days	N+42 Business Days		
A1041	Formal Go Live	N+45 Business Days	N+45 Business Days	D1025	
Activities for Completion of Milestone 6 (Post Go Live Activities)					
A1042	Lessons Learned meeting	N+50 Business Days	N+50 Business Days	D1026	

Activity ID	Activity	Start Date (where N is Commencement Date)	Due Date (where N is Commencement Date)	Deliverable ID	Dependency
A1043	Early Life Support	N+45 Business Days	N+55 Business Days		
A1044	Commence SLA reporting	At end of first calendar month after A1042	At end of first calendar month after A1042	D1027	
A1045	Commence services invoicing	At end of first calendar month after A1042	Within 15 Business Days of end of first calendar month after A1042	D1028	
A1046	Review and acceptance of first ongoing services invoice (D1027)	Upon receipt of D1027	Within 5 Business Days of receipt of D1027		
A1047	Develop IMACD process design	N+26 Business Days	N+ 30 Business Days	D1029	
A1048	Conduct IMACD training	N+38 Business Days	N+38 Business Days		
A1049	Go/No go meeting for IMACD	N+66 Business Days	N+66 Business Days	D1030	
A1050	Go Live stakeholder communication for IMACD	N+67 Business Days	N+67 Business Days		
A1051	Formal Go Live for IMACD	N+70 Business Days	N+70 Business Days	D1031	
A1051	Commencement of Early Life Support for IMACD	N+70 Business Days	N+80 Business Days		
A1052	Post Implementation Review (PIR) for IMACD	N+75 Business Days	N+75 Business Days	D1032	

MILESTONES

9.3 Completion of a Milestone occurs when:

- (a) All previous Milestones have been Completed;
- (b) All activities in the Project Plan for the Milestone have been conducted; and
- (c) All Deliverables for the Milestone have passed AAD.

9.4 The Contractor must Complete the Milestones by the following Agreed Dates:

Milestone	Agreed Date
Milestone 1 (Mobilisation and Knowledge Acquisition)	**15 Business Days after the Commencement Date.
Milestone 2 (Service Design – Phase 1) – <i>Payment Milestone (see Exhibit 3 – Payment Plan)</i>	**25 Business Days after the Commencement Date.
Milestone 3 (Service Design – Phase 2)	**35 Business Days after the Commencement Date.
Milestone 4 (Training and Readiness)	**45 Business Days after the Commencement Date, taking into account the Customer's 5 Business Day review period.
Milestone 5 (Go Live) – <i>Payment Milestone and LD Obligation (see Exhibit 3 – Payment Plan)</i>	**50 Business Days after the Commencement Date, taking into account the Customer's 5 Business Day review period.
Milestone 6 (Post Go Live Activities)	**80 Business Days after the Commencement Date.

** Note: For the avoidance of doubt the above Agreed Dates take into account a 5 Business Day timeframe for the Deliverables to undergo the Acceptance Testing procedure required by Clause 10 of Part 2 and Clause 3 of Item 43 of the General Order.

LIQUIDATED DAMAGES

See Exhibit 3 - Payment Plan.

GO LIVE ACCEPTANCE CRITERIA

Formal Go Live criteria is considered a key deliverable within the requirements of this project (D1027) and is to be developed jointly between the Customer and the Contractor.

Any development of Go Live criteria must include a consideration of the following:

1. Delivery of the Contract Specifications as outlined in Exhibit 1 which are required for the Contractor to achieve Go Live.
2. Completion of sufficient resourcing activities so as to ensure continuous delivery of service to quality as agreed upon in Schedule 3 (SLAs).
3. Satisfactory completion of all required training activities, with all staff resources having reviewed the prepared training materials.

4. Achievement of AAD of all Deliverables outlined earlier in the Project Plan and documentation of all processes.
5. Completion of all activities outlined earlier in the Project Plan.

10. Payment Plan

The payment plan for the purposes of this Customer Contract is contained Exhibit 3 – Pricing to this Schedule 12.

11. Governance

AUTHORISED REPRESENTATIVE

Customer's Authorised Representative

Refer to Item 3 of the General Order Form.

Contractor's Authorised Representative

Refer to Item 6 of the General Order Form.

MANAGEMENT COMMITTEE

Contractor's management committee membership

Wayne Forrest – Customer General Manager

Alexandra Coates - Managing Director

Any others to be notified to Customer by the Contractor.

Customer's management committee membership

Steve Forgeson – Project Evolve Lead

Jennifer Kazangi – End User Computing Product Owner

Any others to be notified to Contractor by the Customer.

Management committee functions

The management committee must, at a minimum:

- (a) review and monitor progress under the Customer Contract; and
- (b) carry out any other functions stated in Item 16 of the General Order Form. **(Clause 6.6 Customer Contract).**

Management committee meetings

Management committee must meet weekly for the duration of the transition in period at the Customer's offices as per Item 2 of the General Order Form, or as otherwise specified by the Customer.

Management committee progress report

The Contractor's project manager is to produce a management committee progress report prior to each meeting of the management committee, which must, at a minimum, include:

- (a) details (including dates) of Deliverables and Milestones commenced, completed or accepted;
- (b) any delays or issues arising from the project, including any known reasons for the delay or issue arising, and plans for the management of such delays and issues;
- (c) a review of any:
 - (i) minutes and actions from the last meeting;
 - (ii) issues logs;
 - (iii) risk management plan, which must be prepared and maintained in accordance with AS/NZS ISO 31000 Risk Management Standard or equivalent, unless agreed in writing;
 - (iv) details of any outstanding invoices and any payments that are about to become due;
- (d) draft updates of relevant parts of the Contract Specifications;
- (e) any new Change Requests or Contract Variations (if applicable); and
- (f) reviewing progress of any draft Change Requests or Contract Variations (if applicable). **(Clause 6.8 Customer Contract)**



End User Computing Services

Schedule 12 - Exhibit 1

Services

PROCURE IT VERSION 3.2 Customer Contract between

**The Crown in right of the State of New South Wales acting
through Department of Customer Service
(ABN 81 913 830 179)**

and

**Datacom Systems (AU) Pty Ltd
(ABN 39 135 427 075)**

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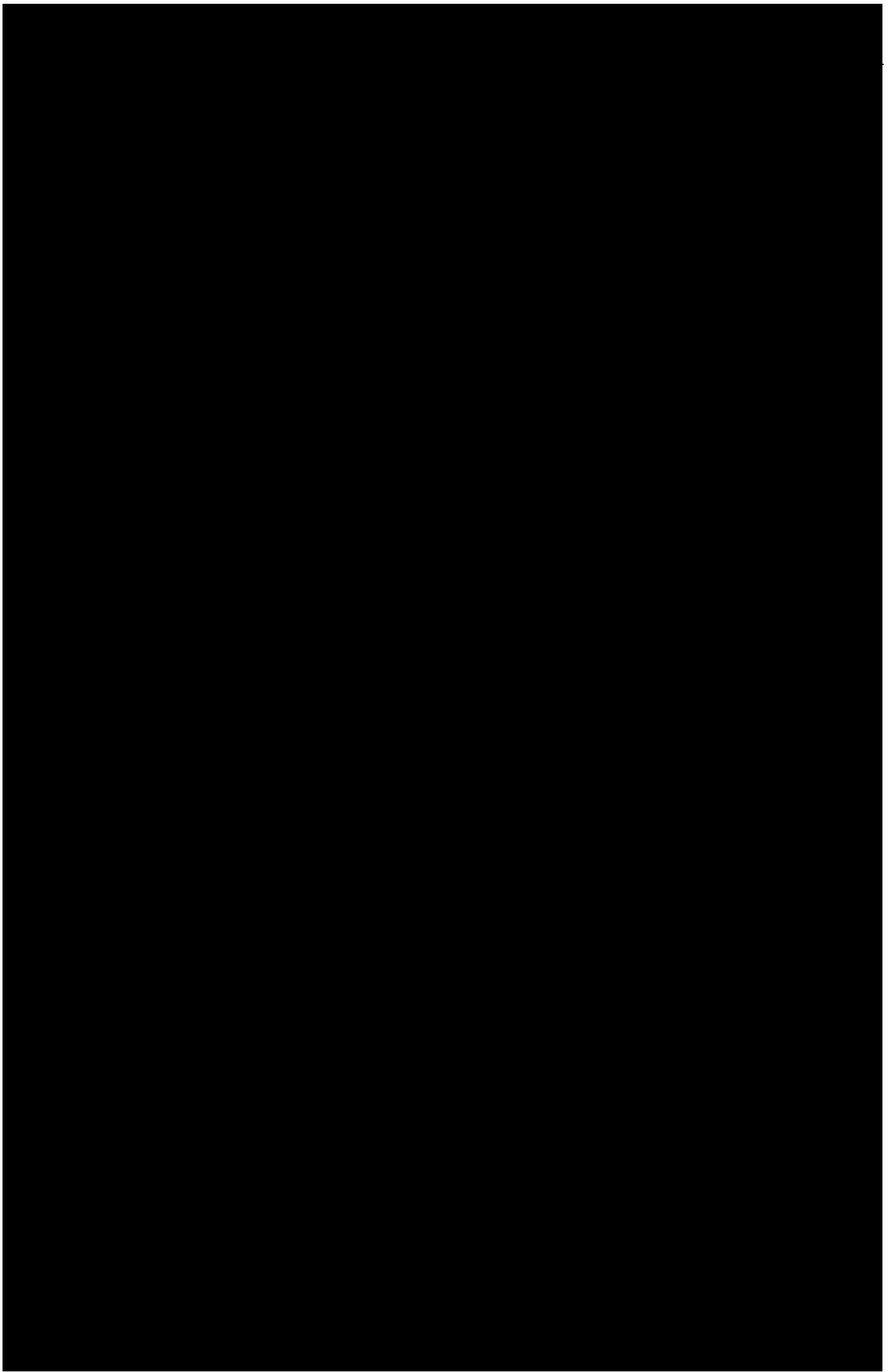
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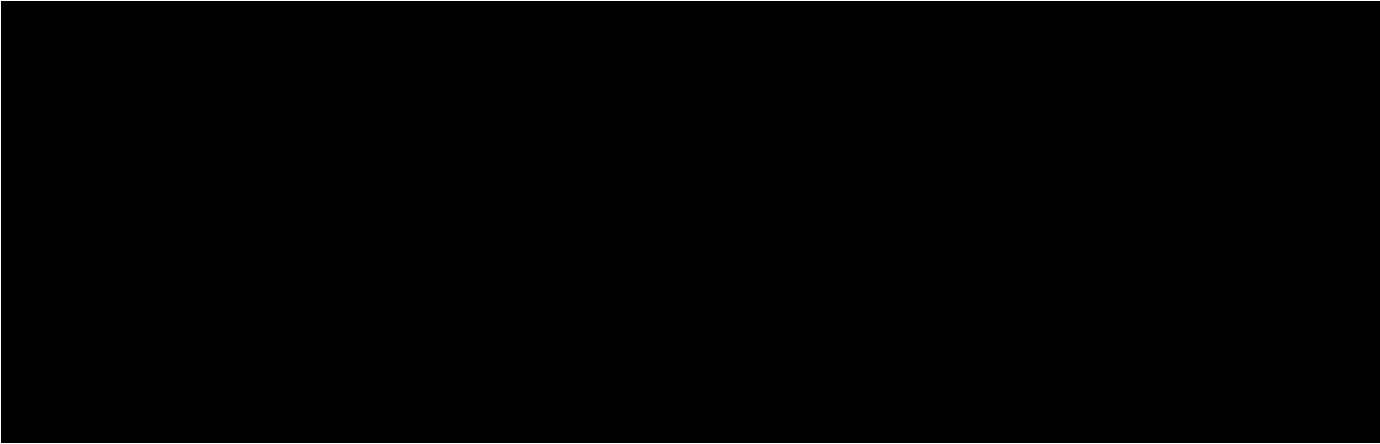
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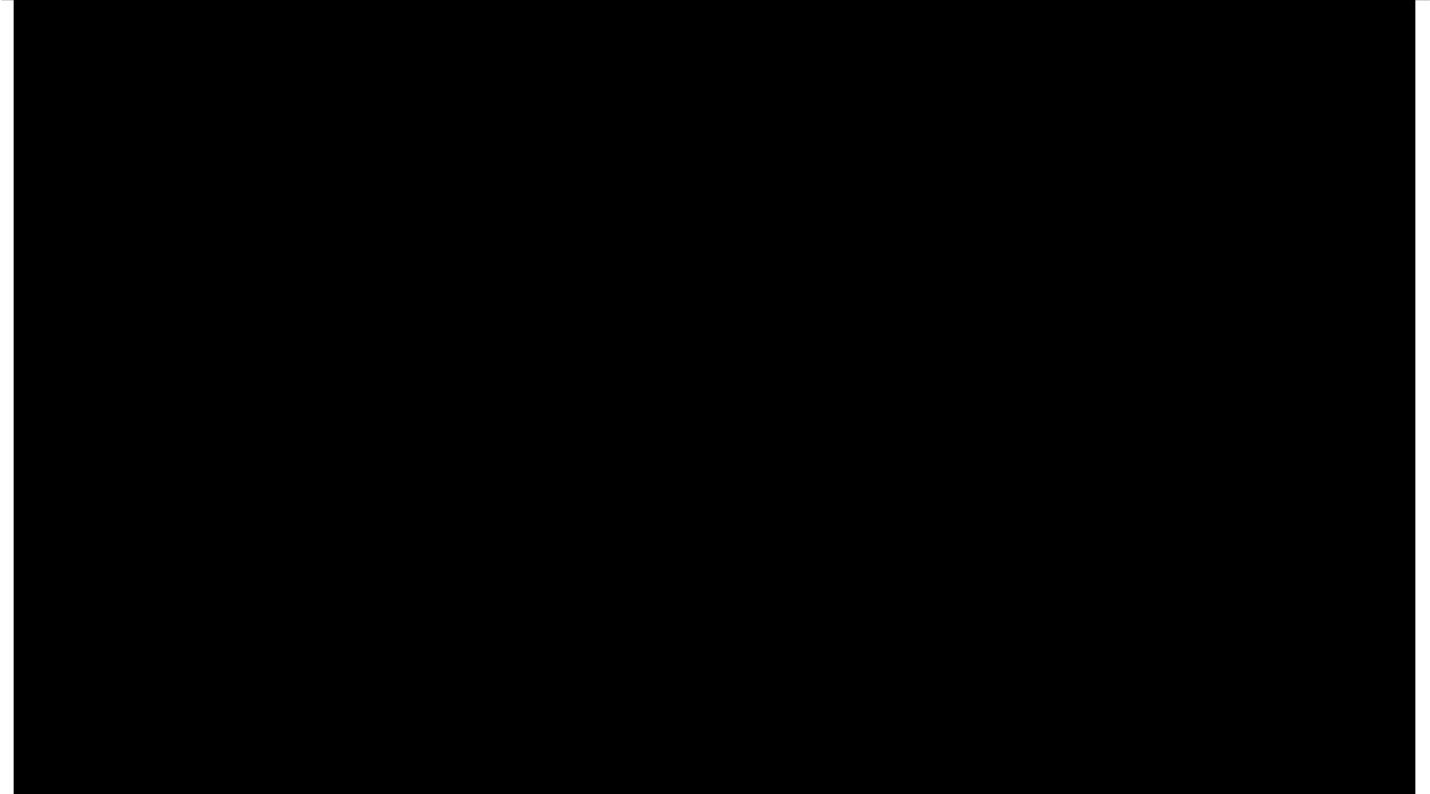
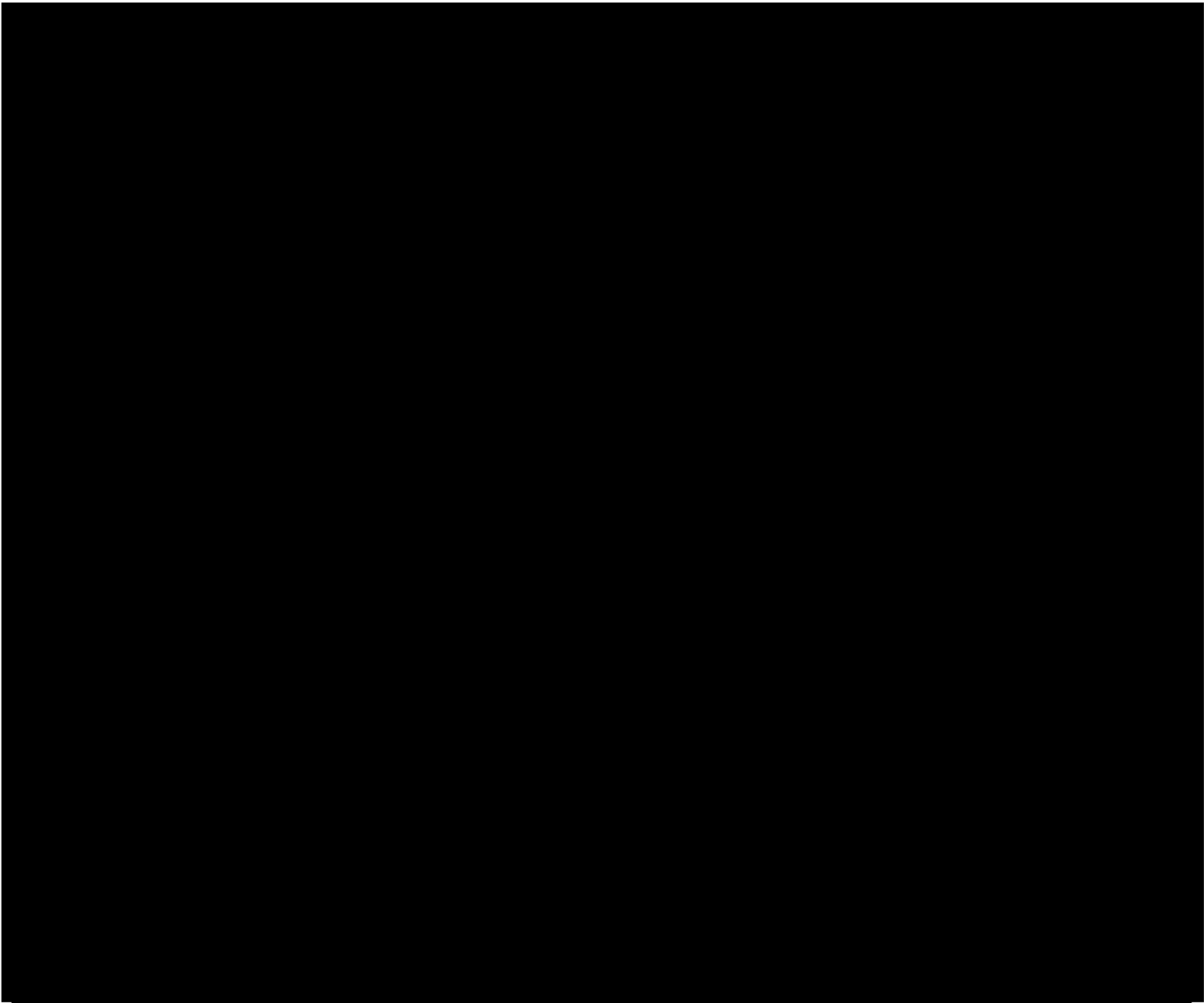
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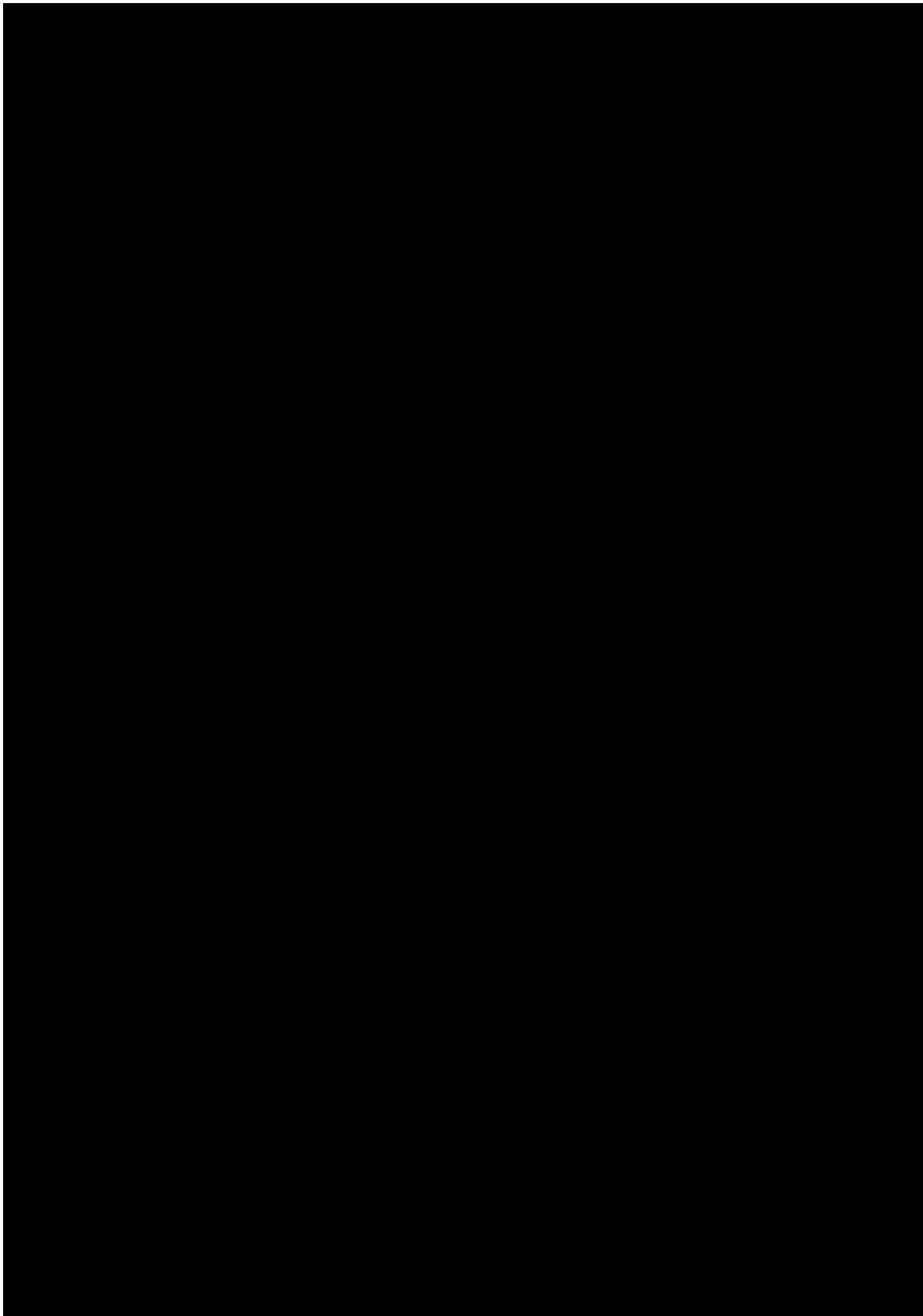
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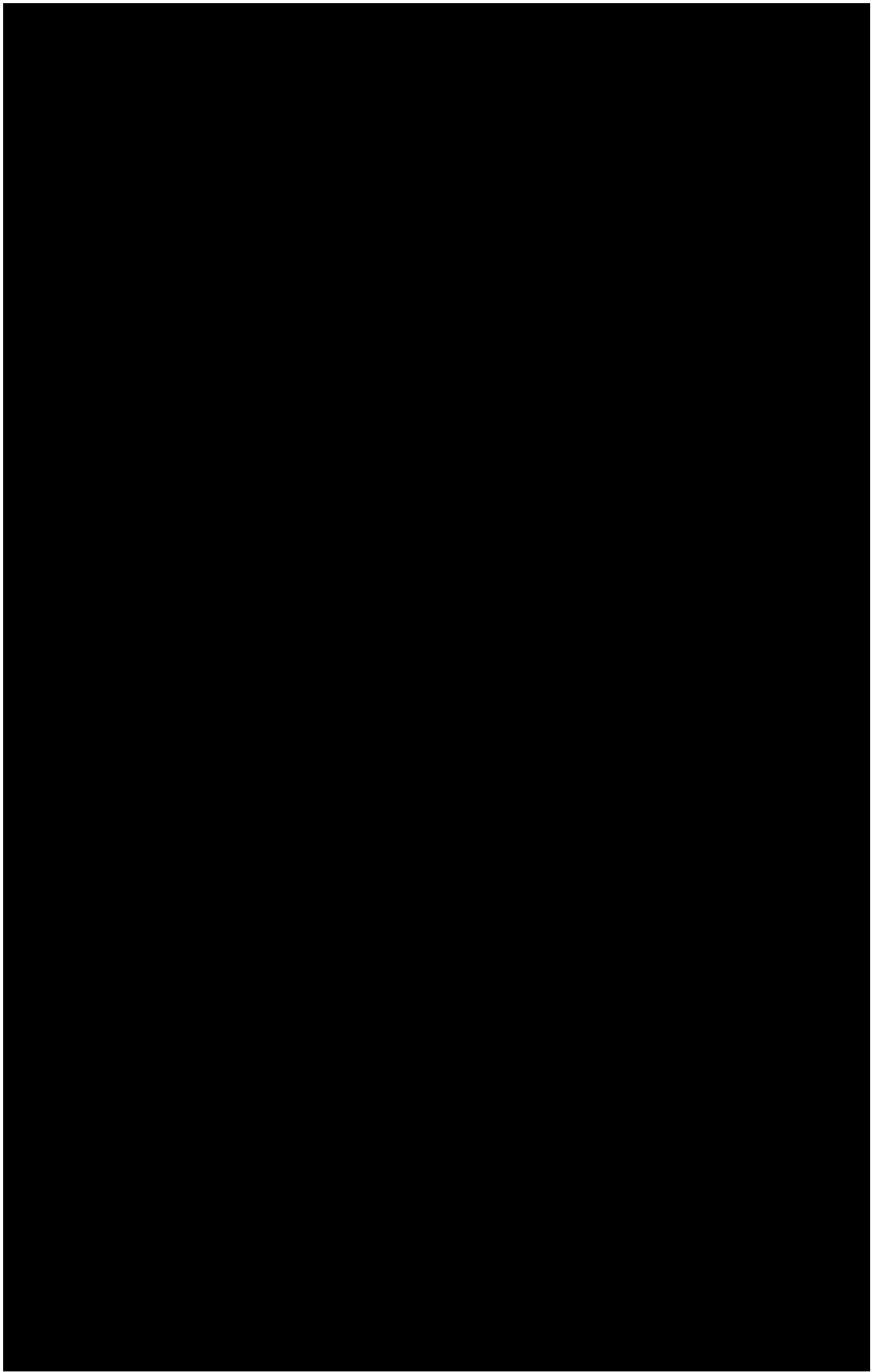
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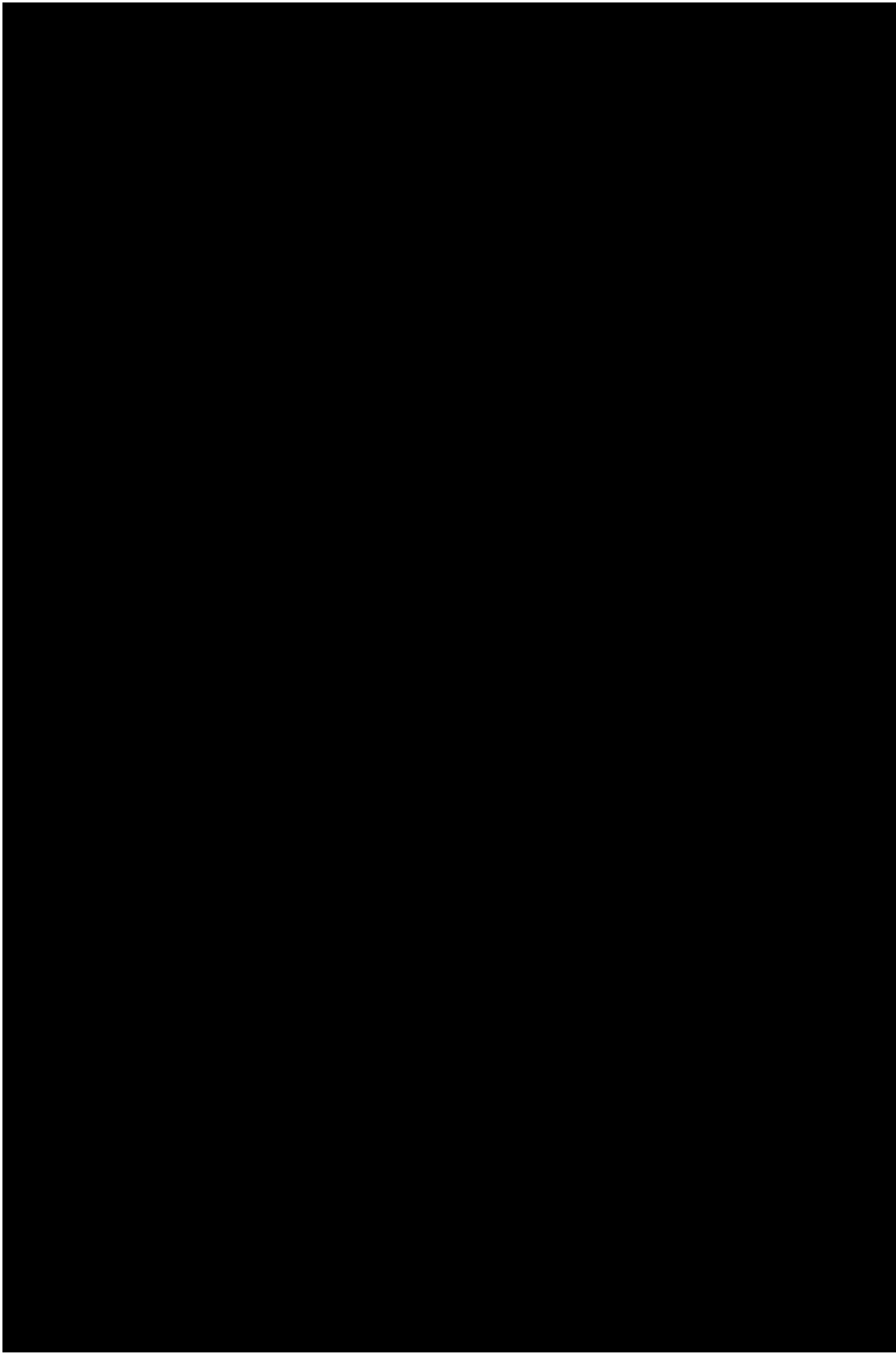
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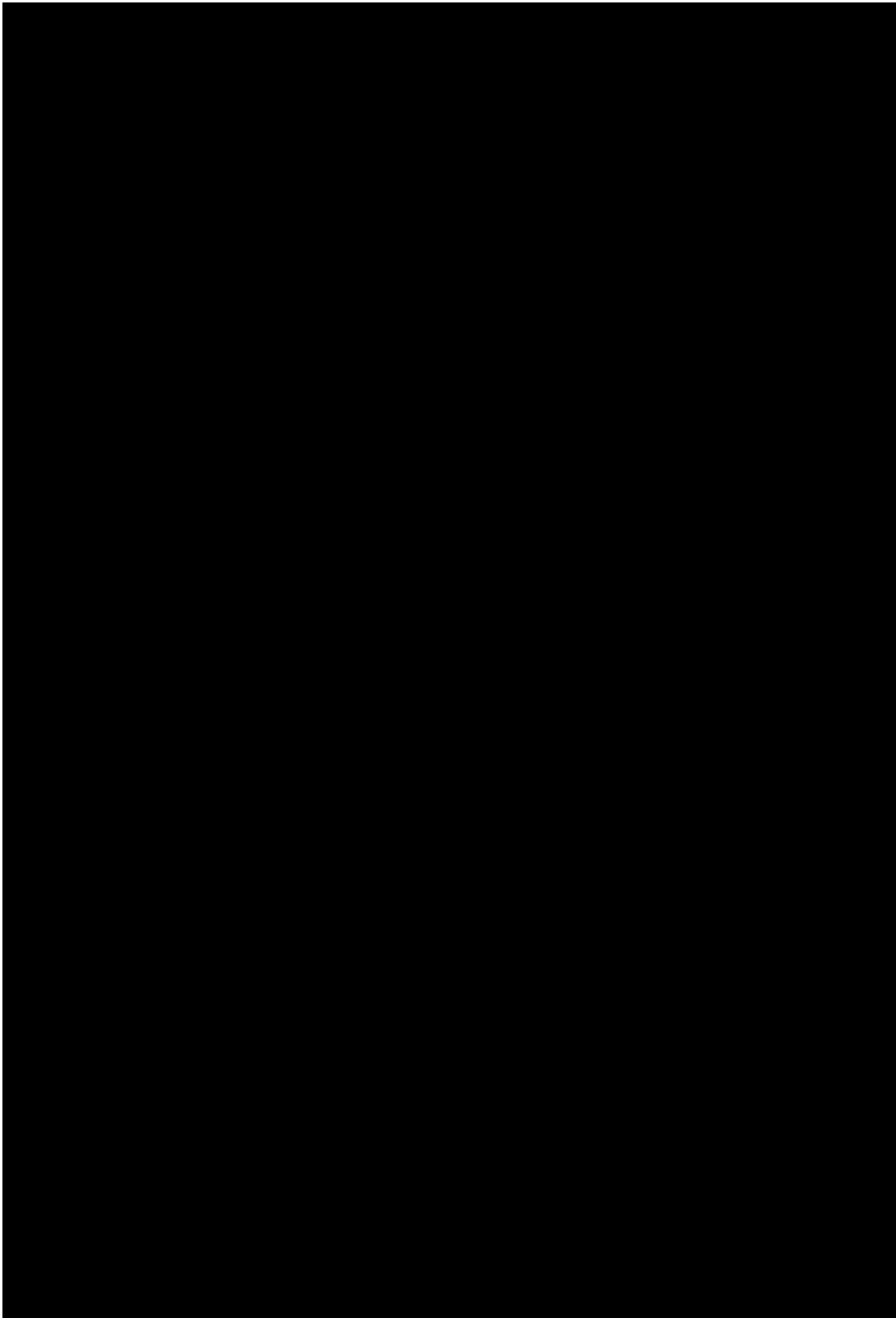
The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses, income, and any other financial activities that occur within the organization.

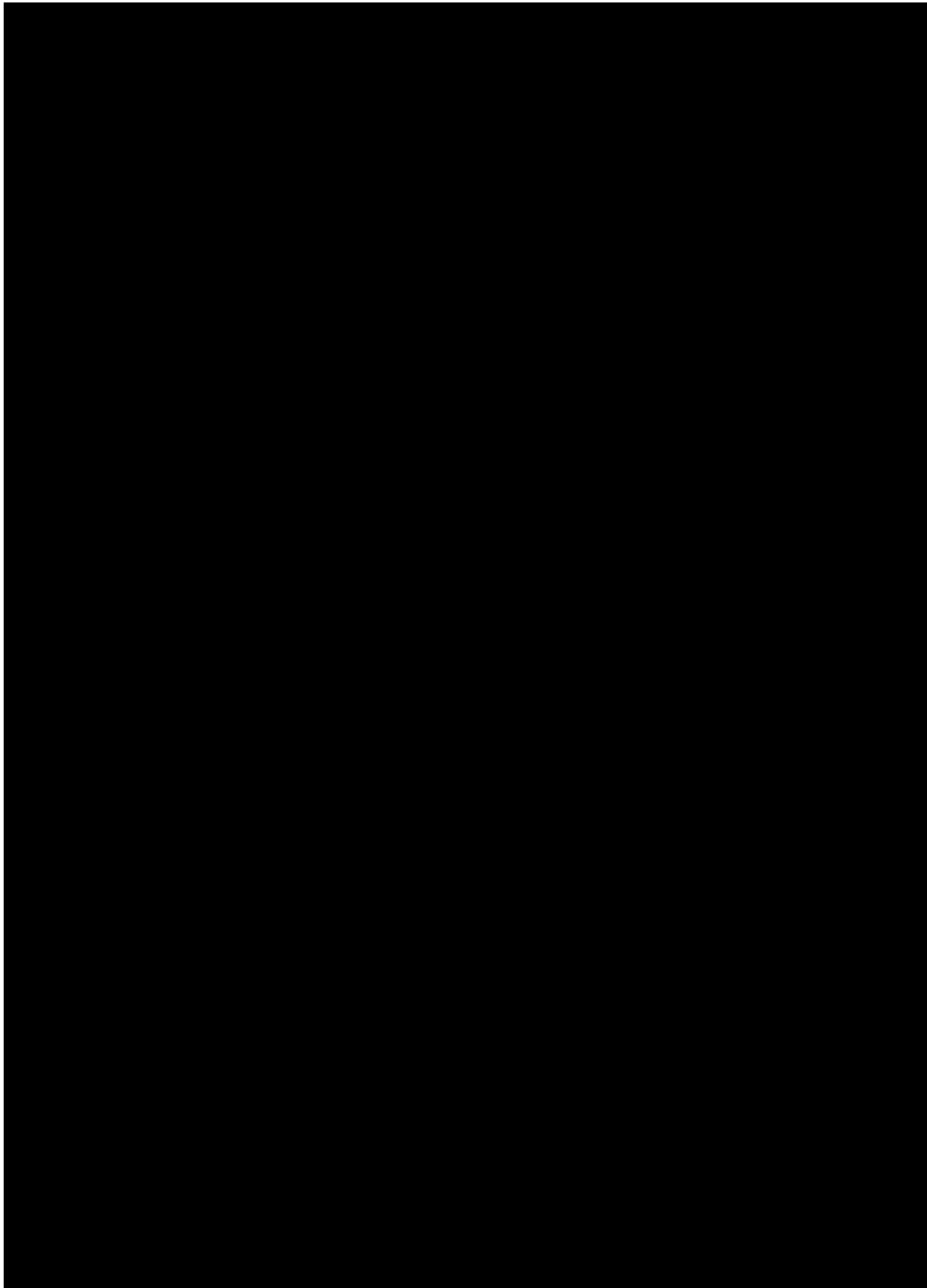
Secondly, the document highlights the need for regular reconciliation of accounts. By comparing the internal records with external statements, such as bank statements or supplier invoices, discrepancies can be identified and corrected promptly. This process helps to prevent errors from accumulating and ensures that the books are balanced at all times.

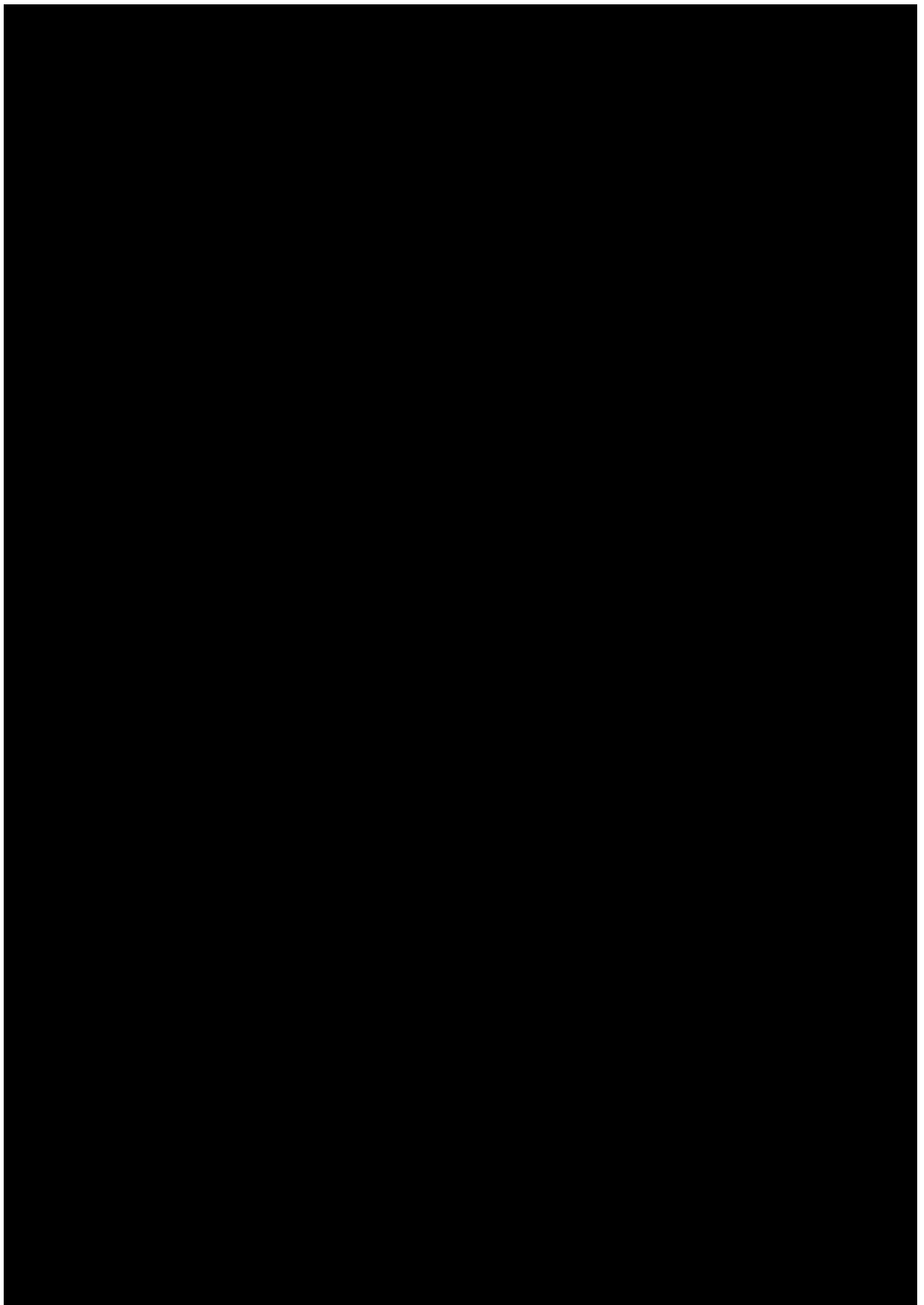
Another key aspect mentioned is the importance of transparency and accountability. All financial decisions should be documented and approved by the appropriate authorities. This not only helps in preventing fraud but also builds trust among stakeholders and provides a clear audit trail for future reference.

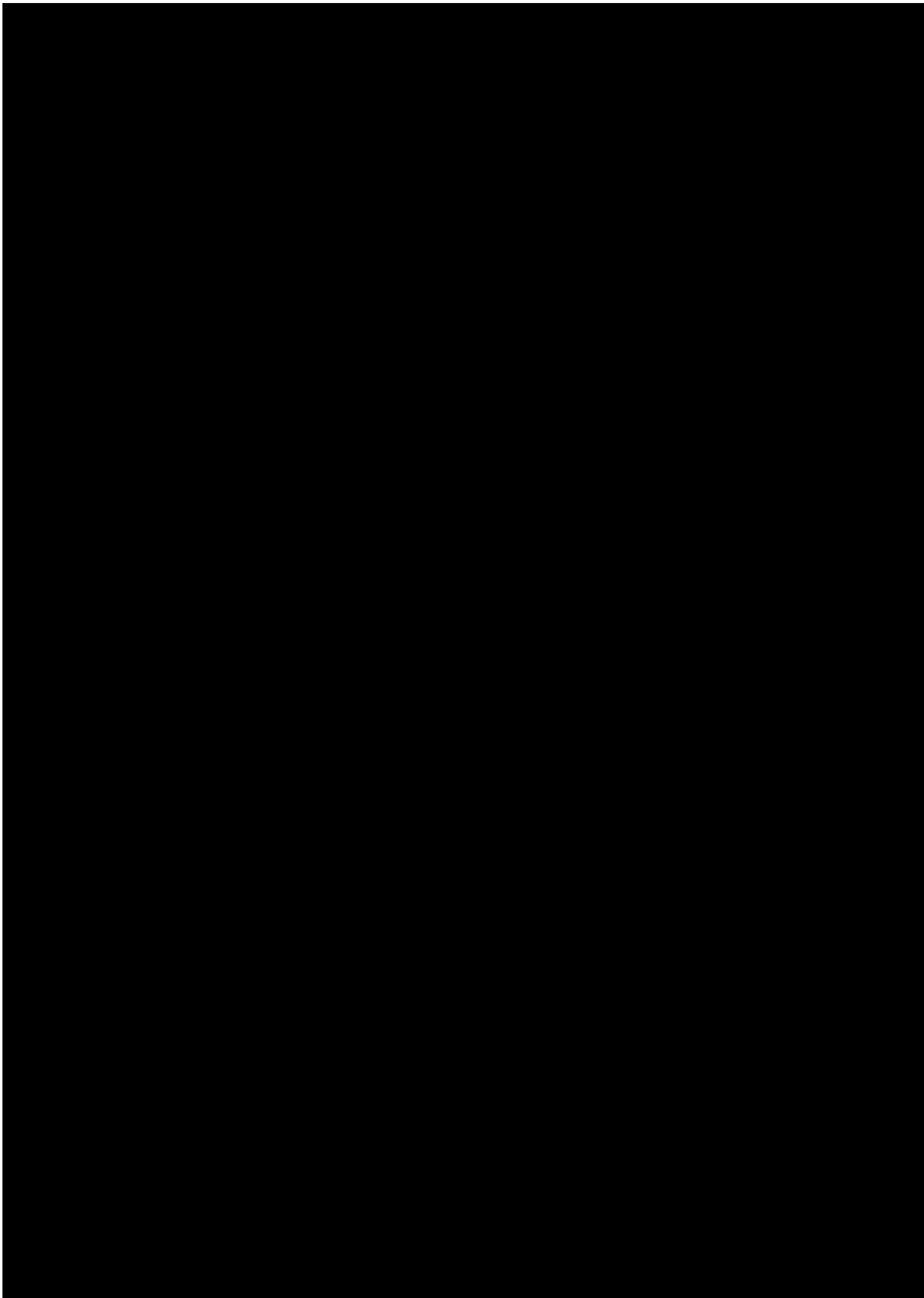
The document also touches upon the role of technology in modern accounting. It suggests that utilizing accounting software can significantly streamline the process, reduce the risk of human error, and provide real-time insights into the financial health of the organization. However, it also cautions that technology should be used responsibly and that data security remains a top priority.

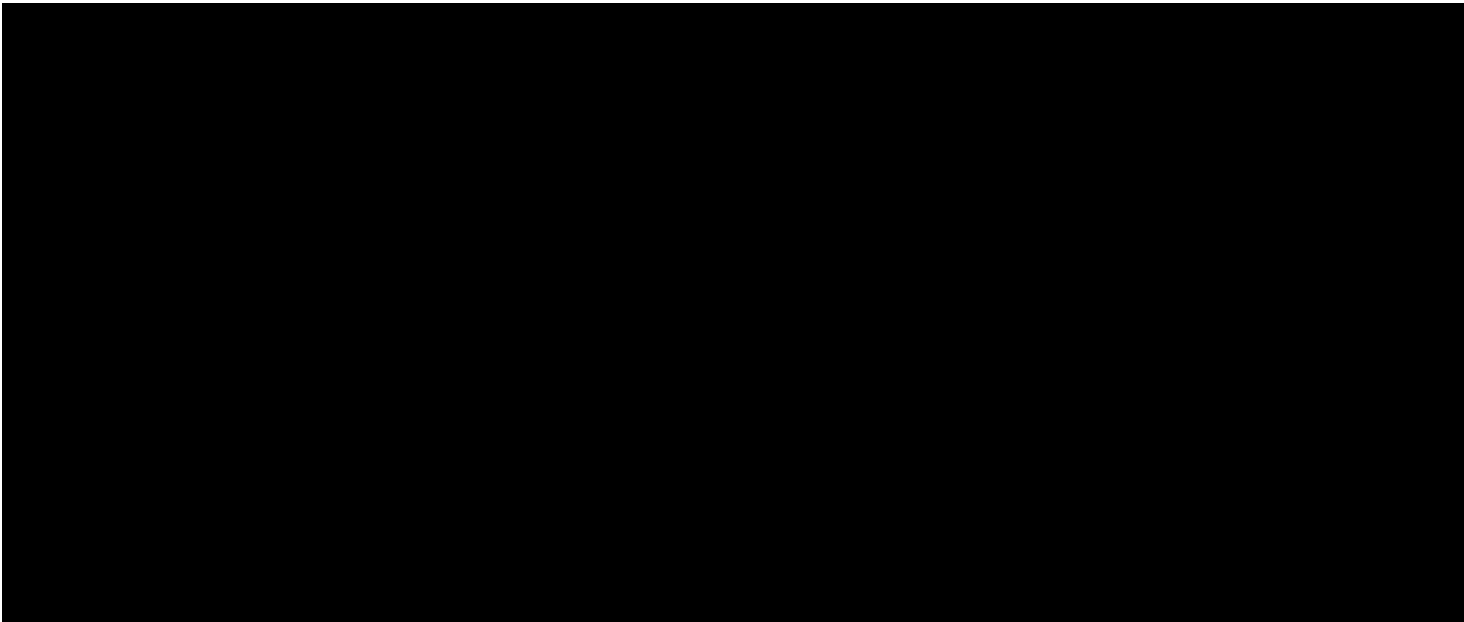
In conclusion, the document serves as a comprehensive guide for anyone involved in financial management. It provides practical advice and best practices that can help organizations maintain accurate and reliable financial records, ultimately leading to better decision-making and long-term success.









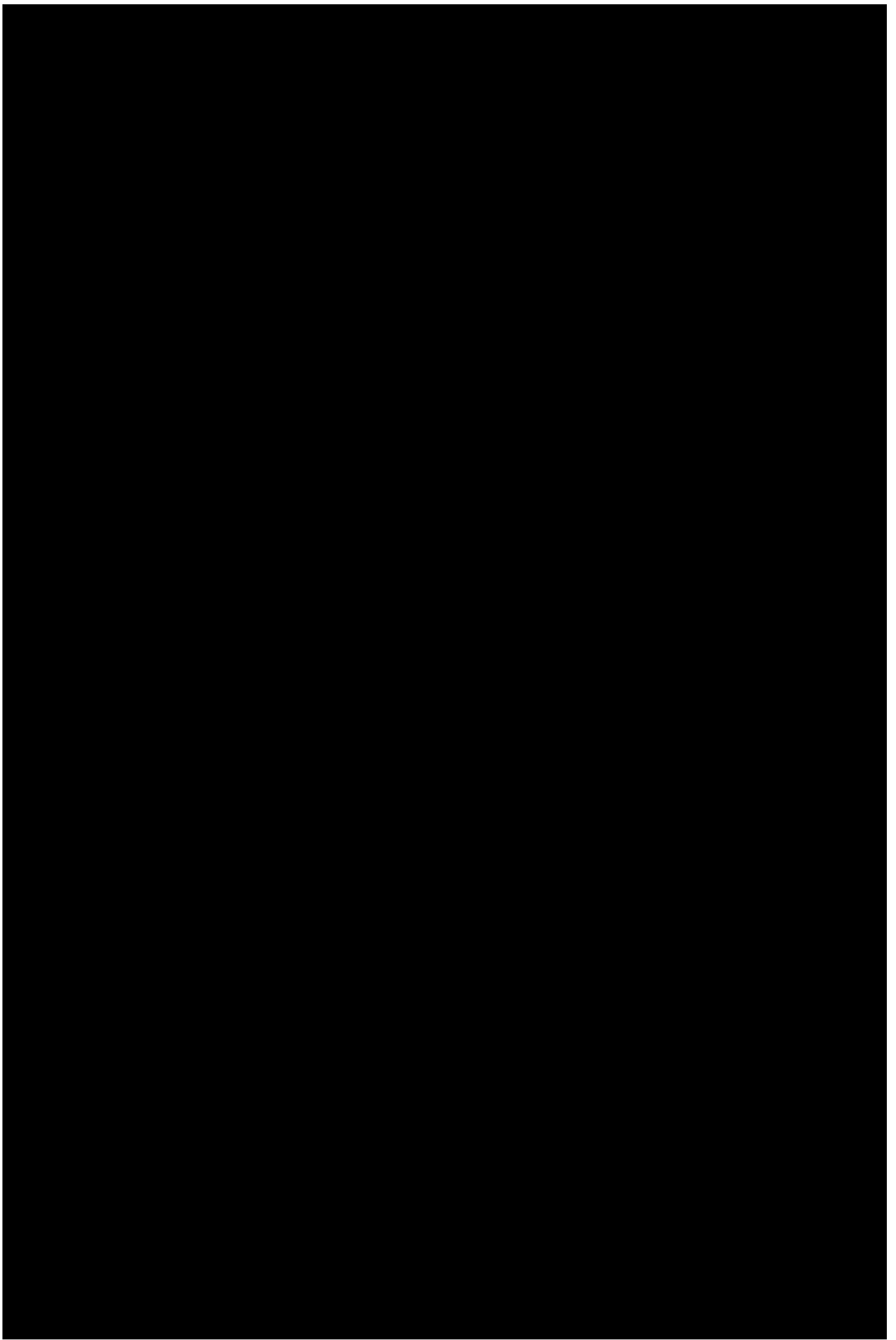


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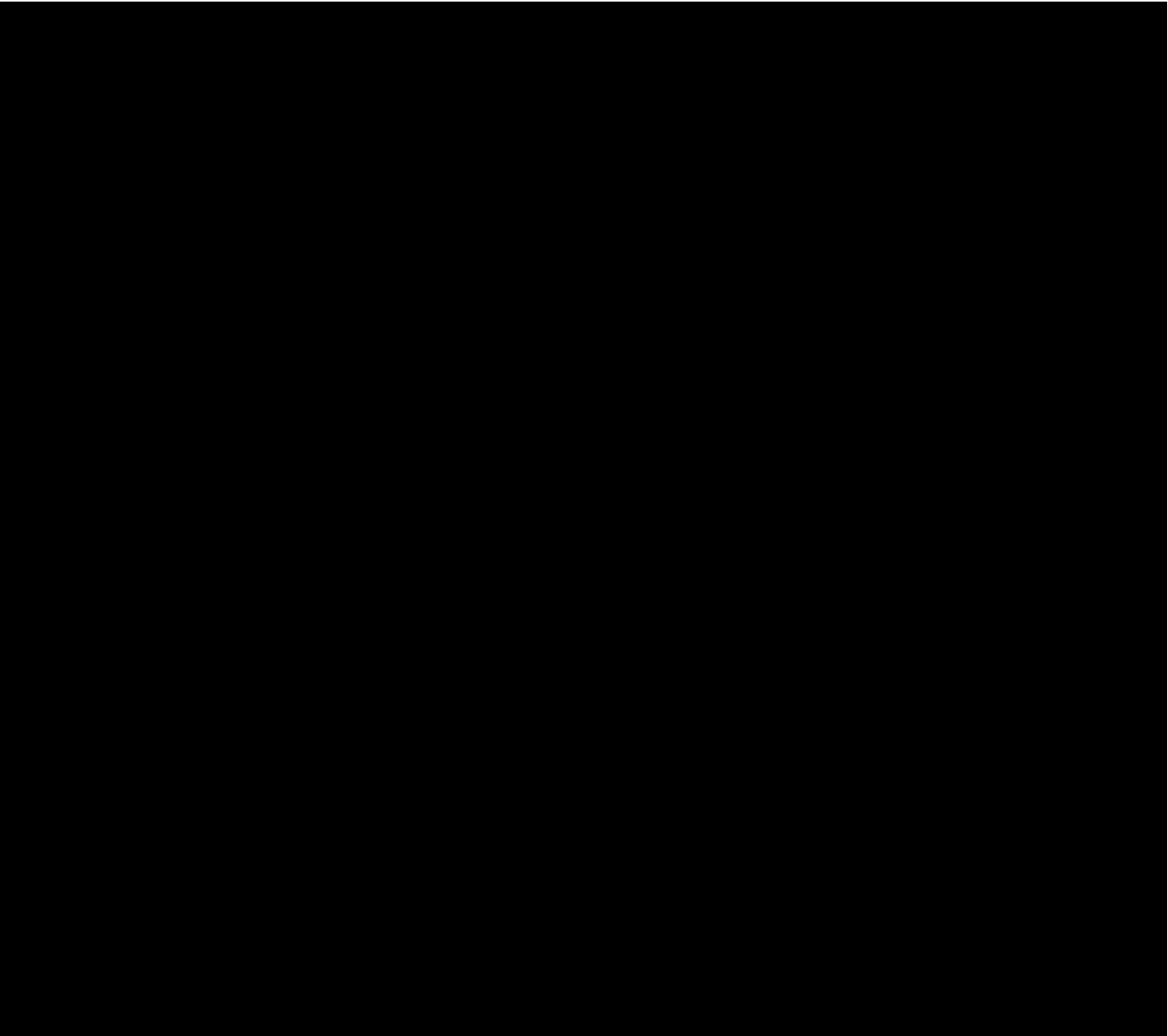
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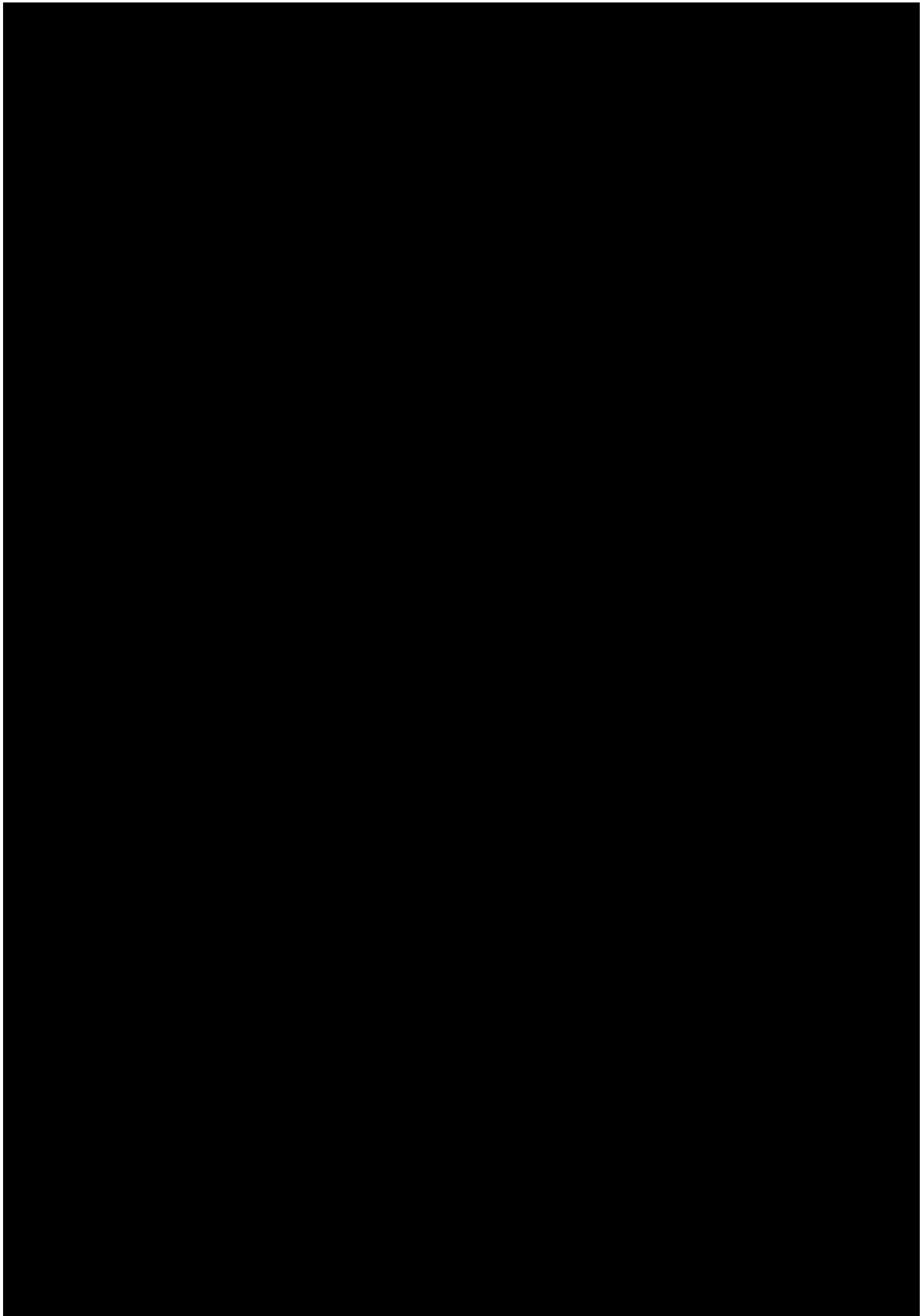
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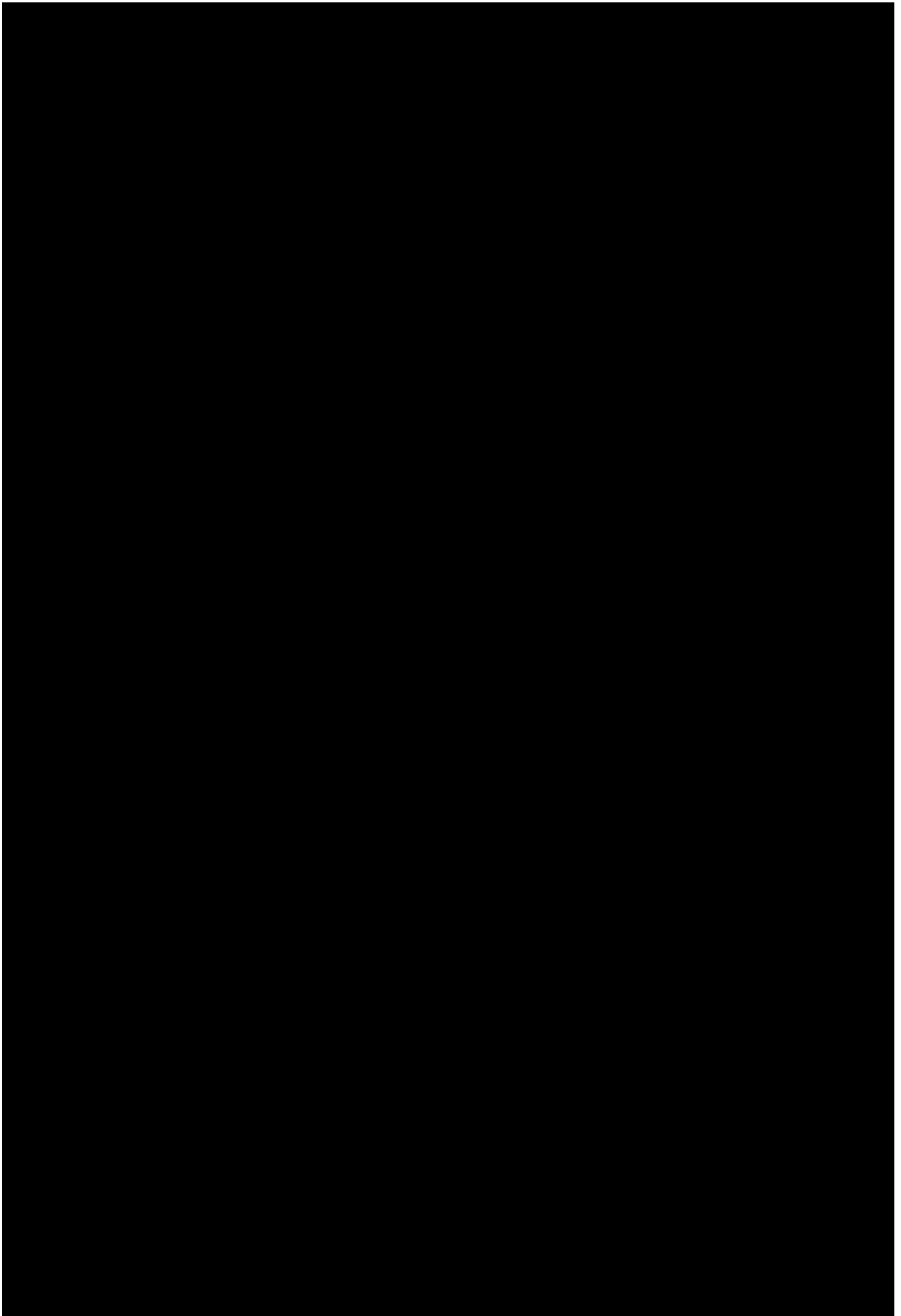


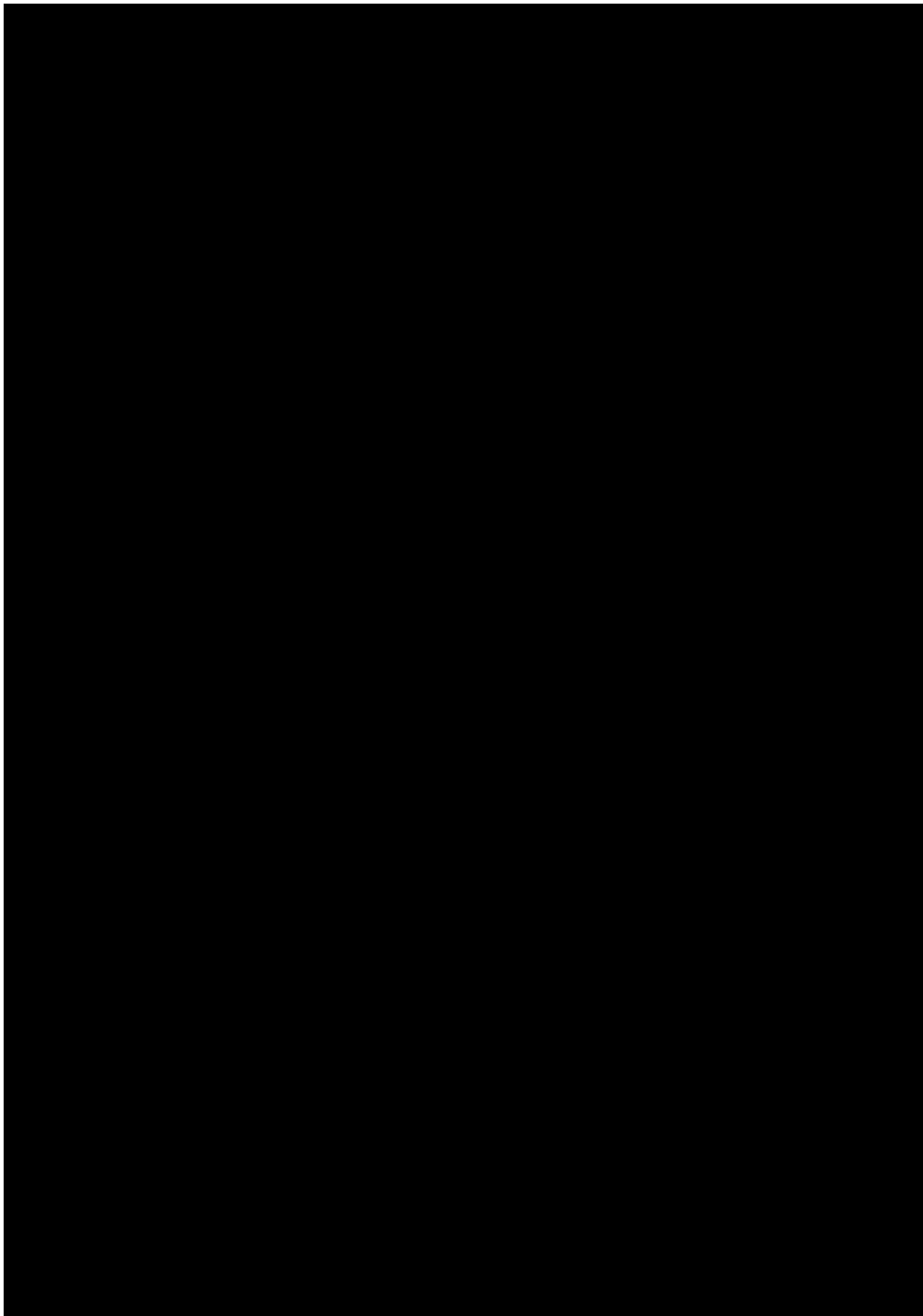
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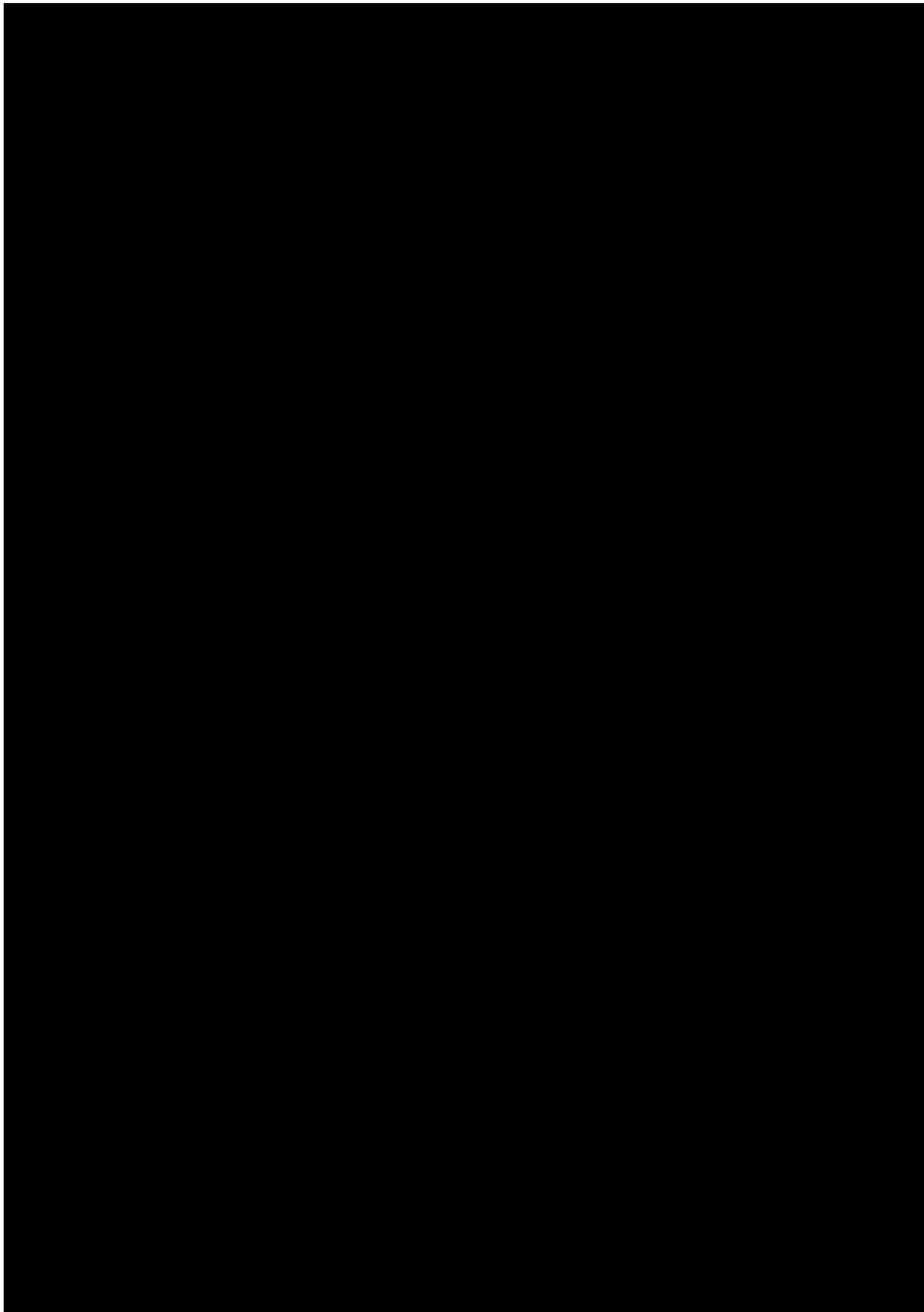
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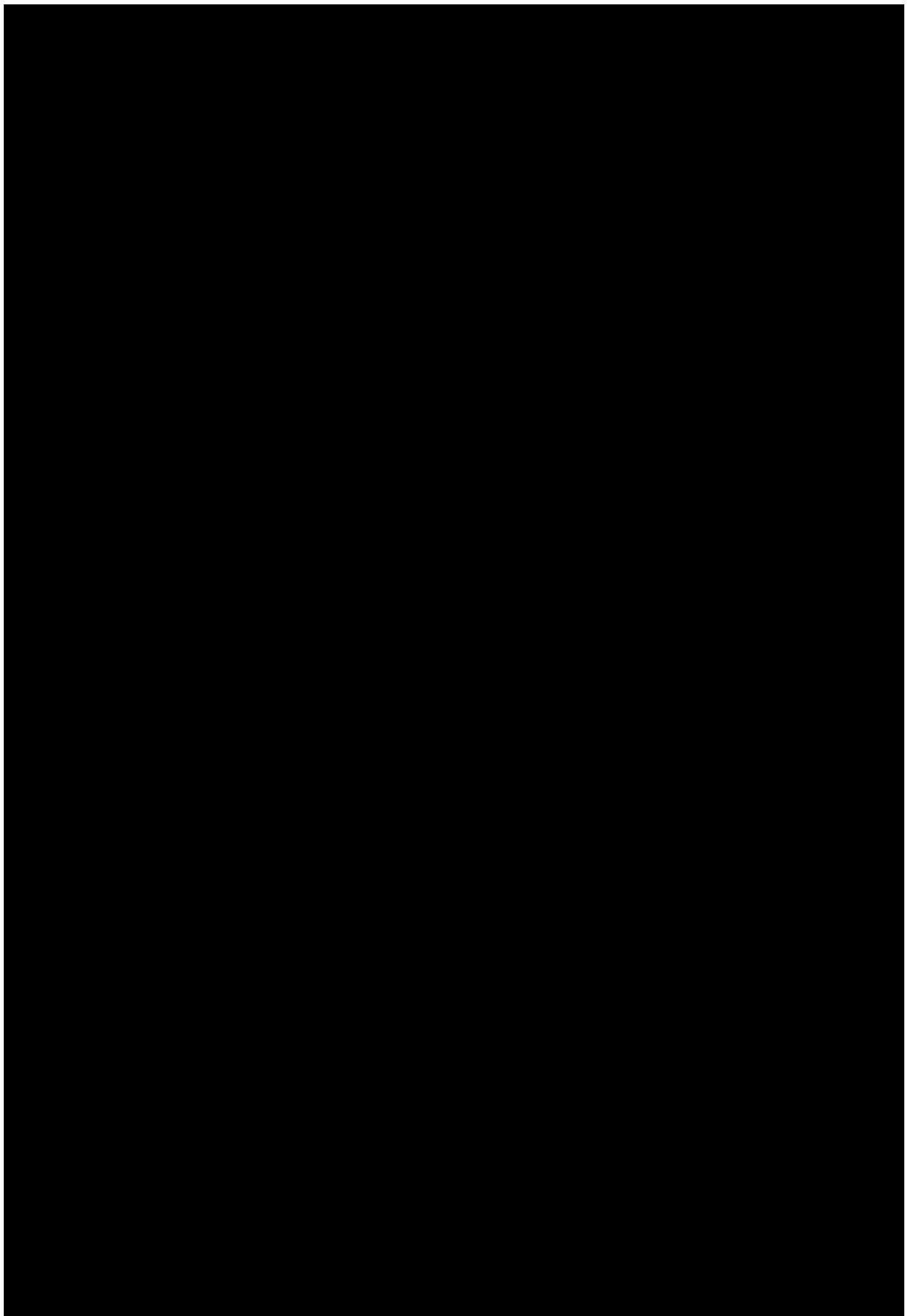
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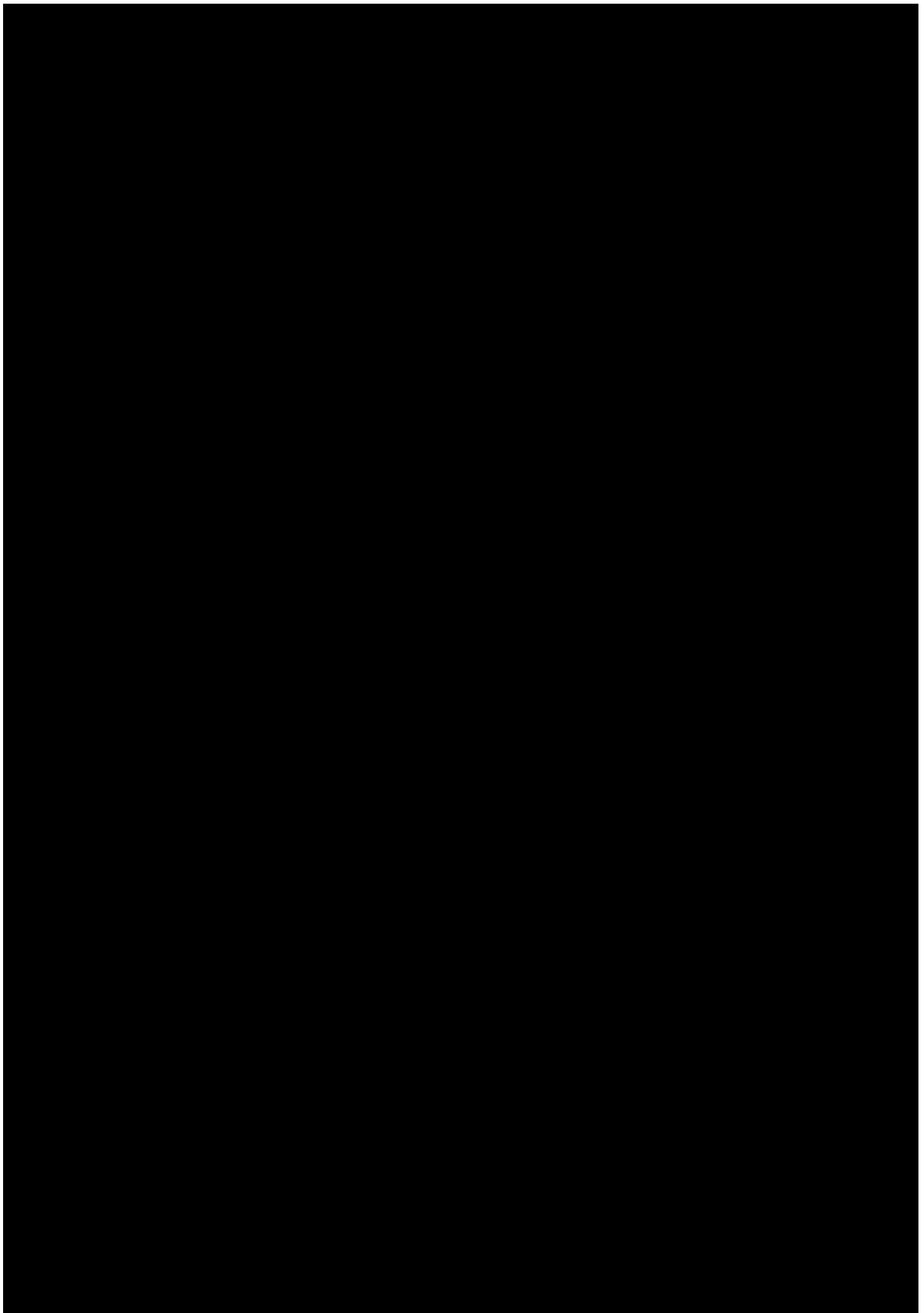








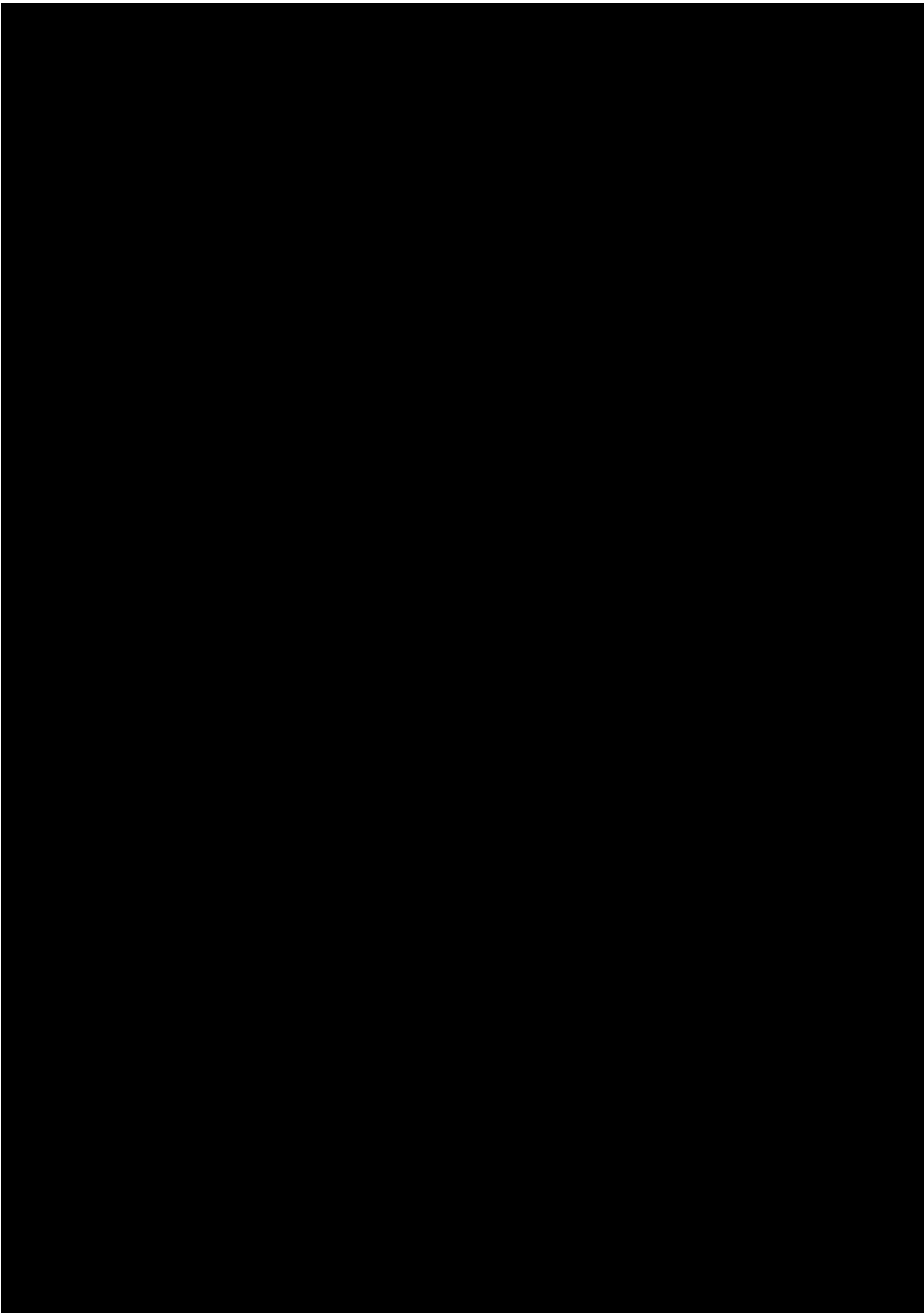


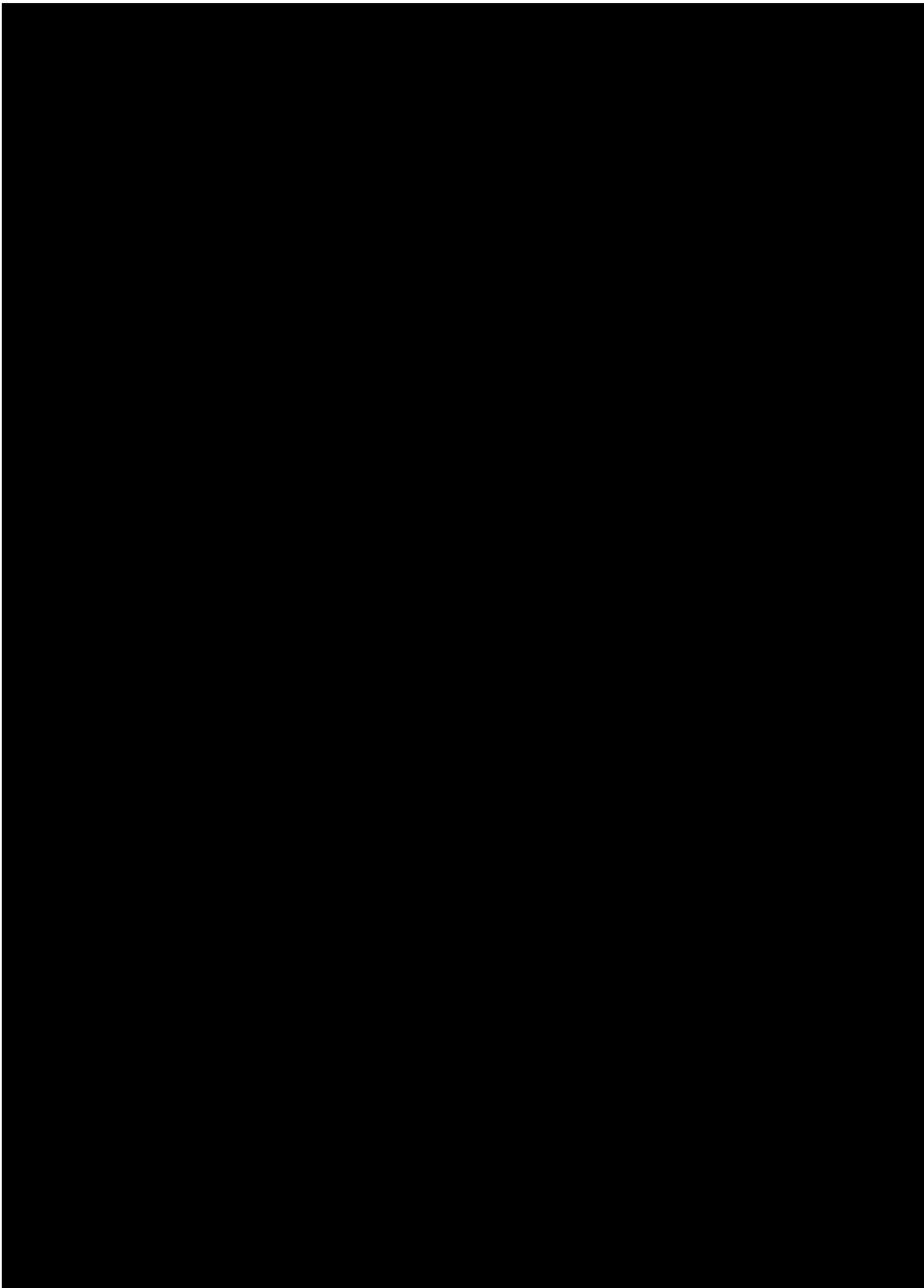


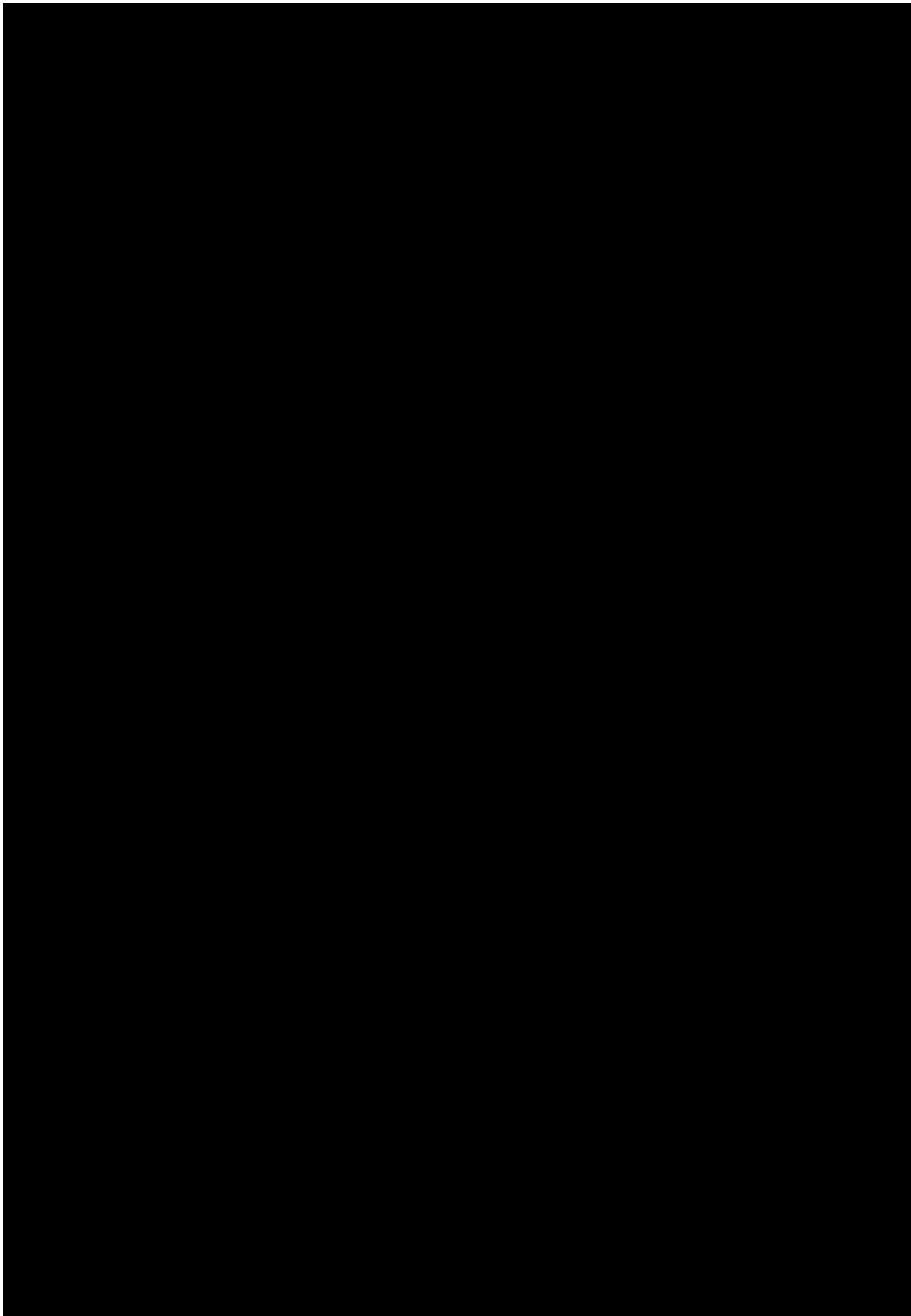
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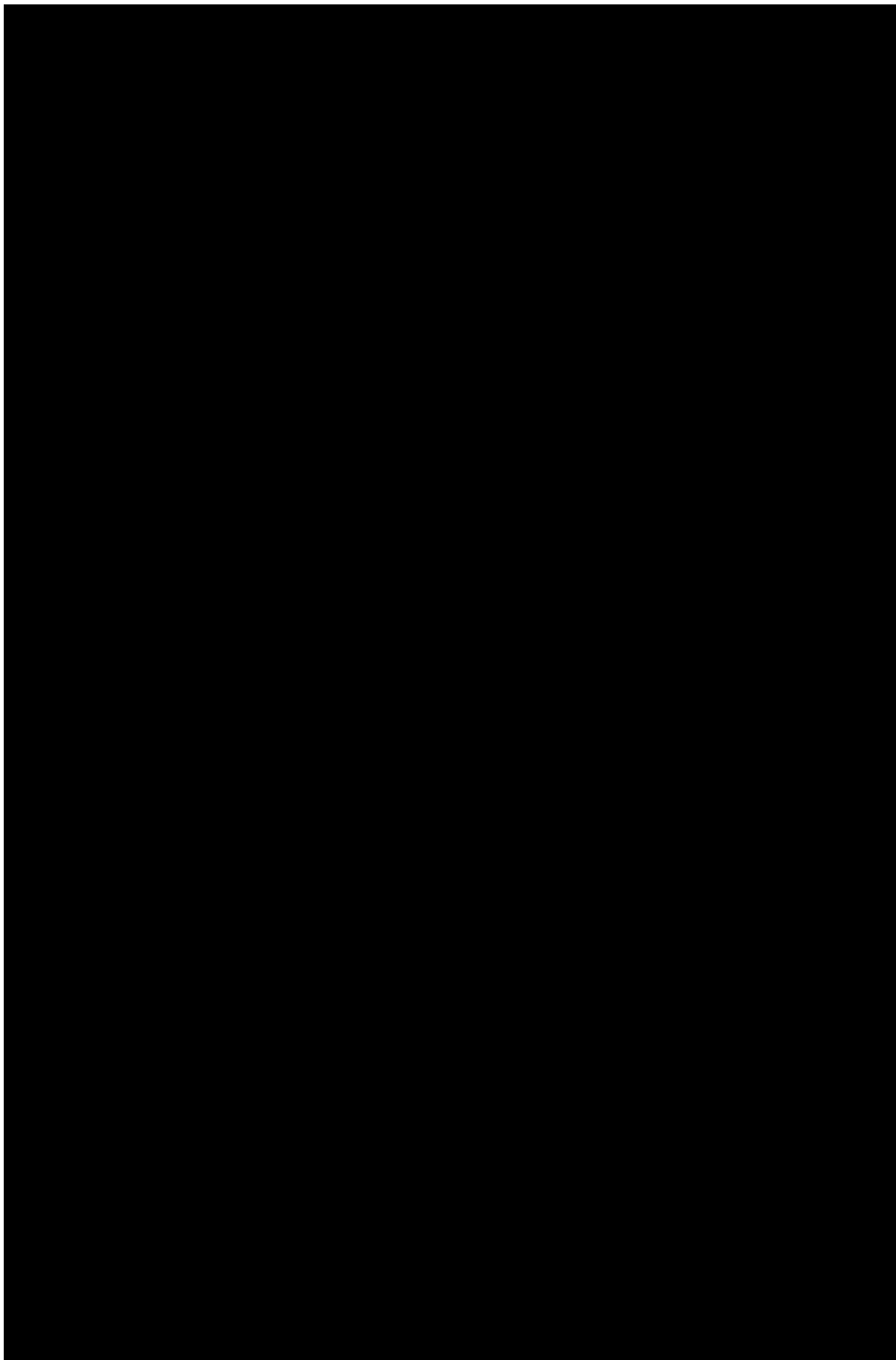


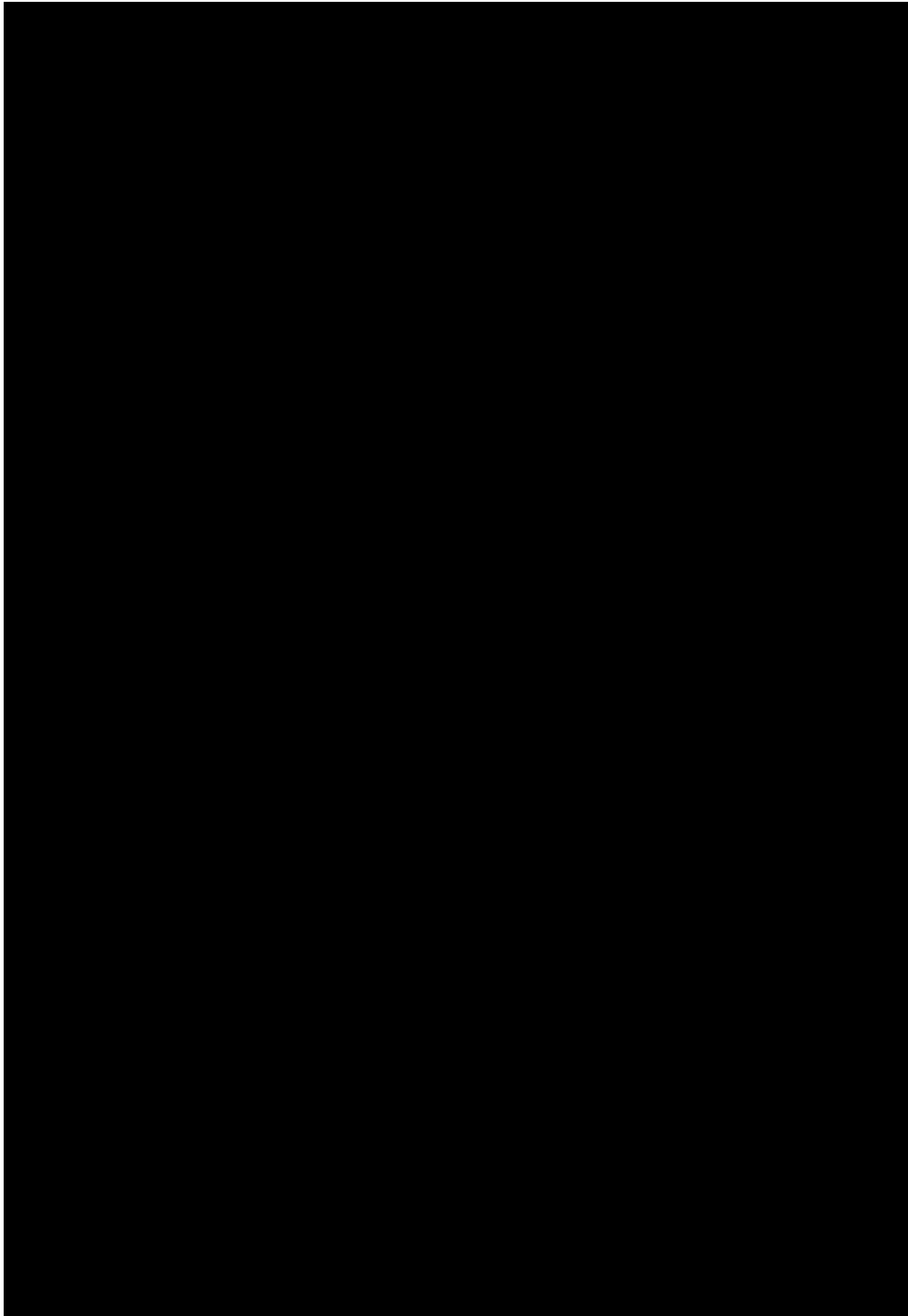
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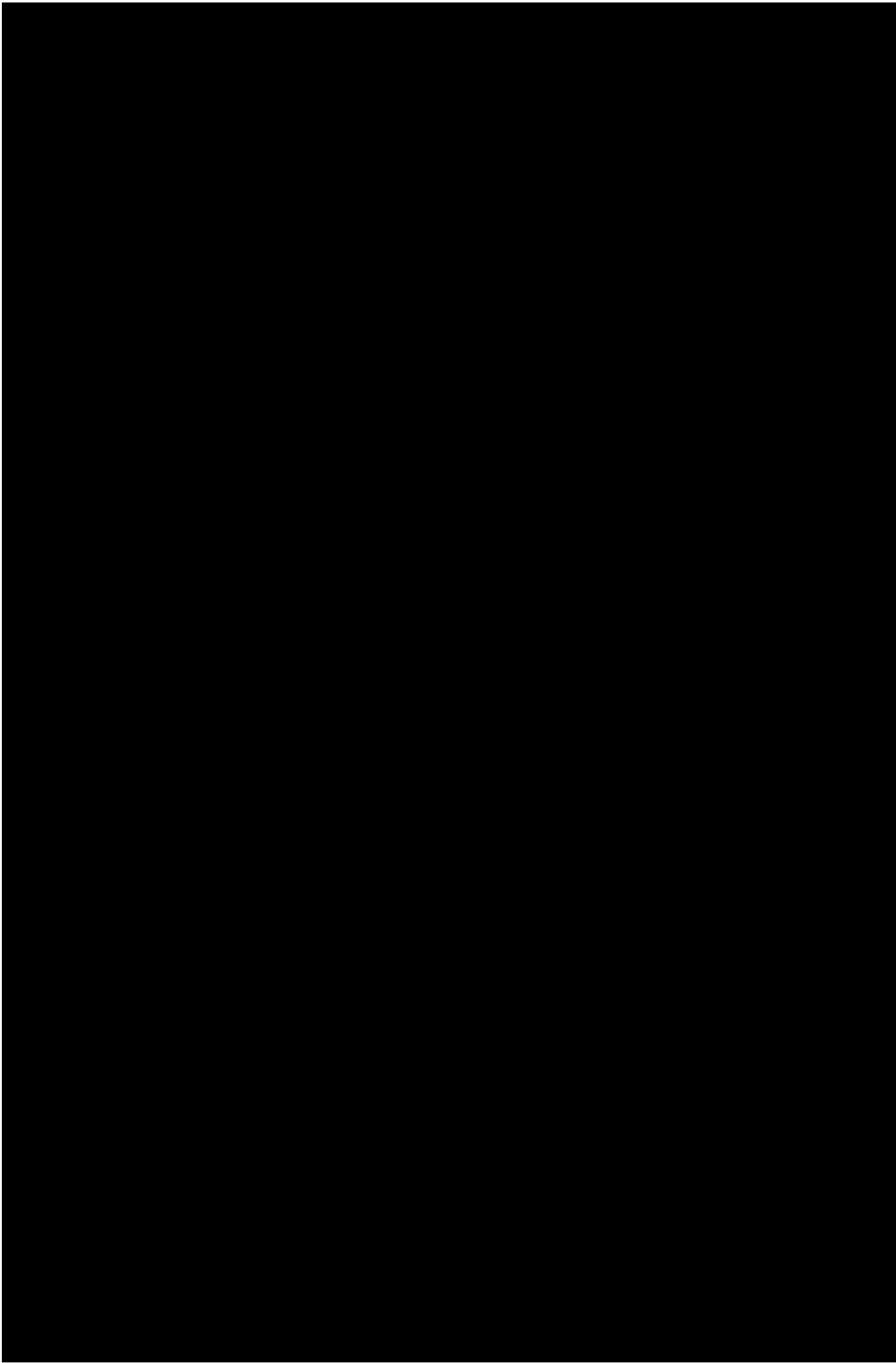
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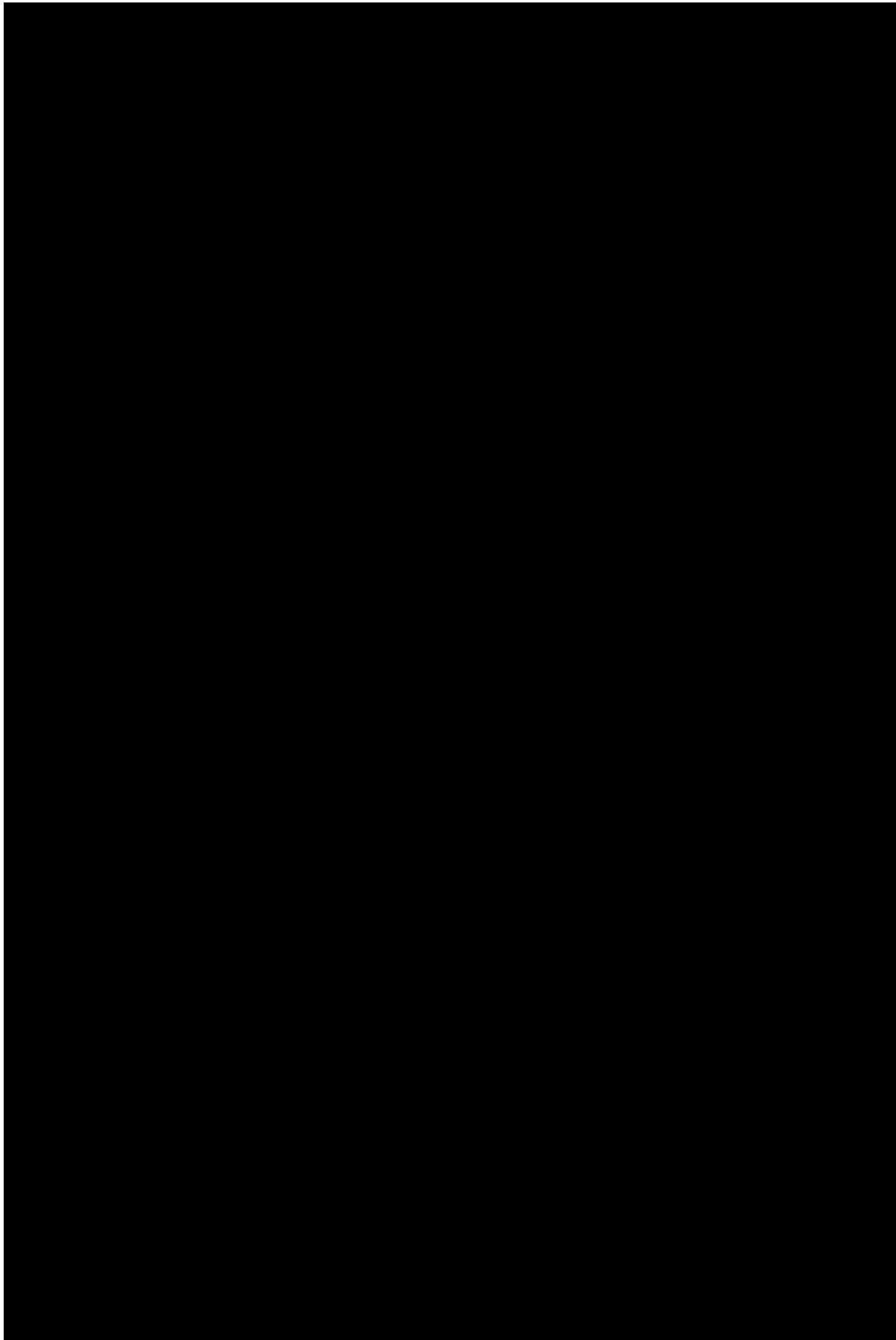
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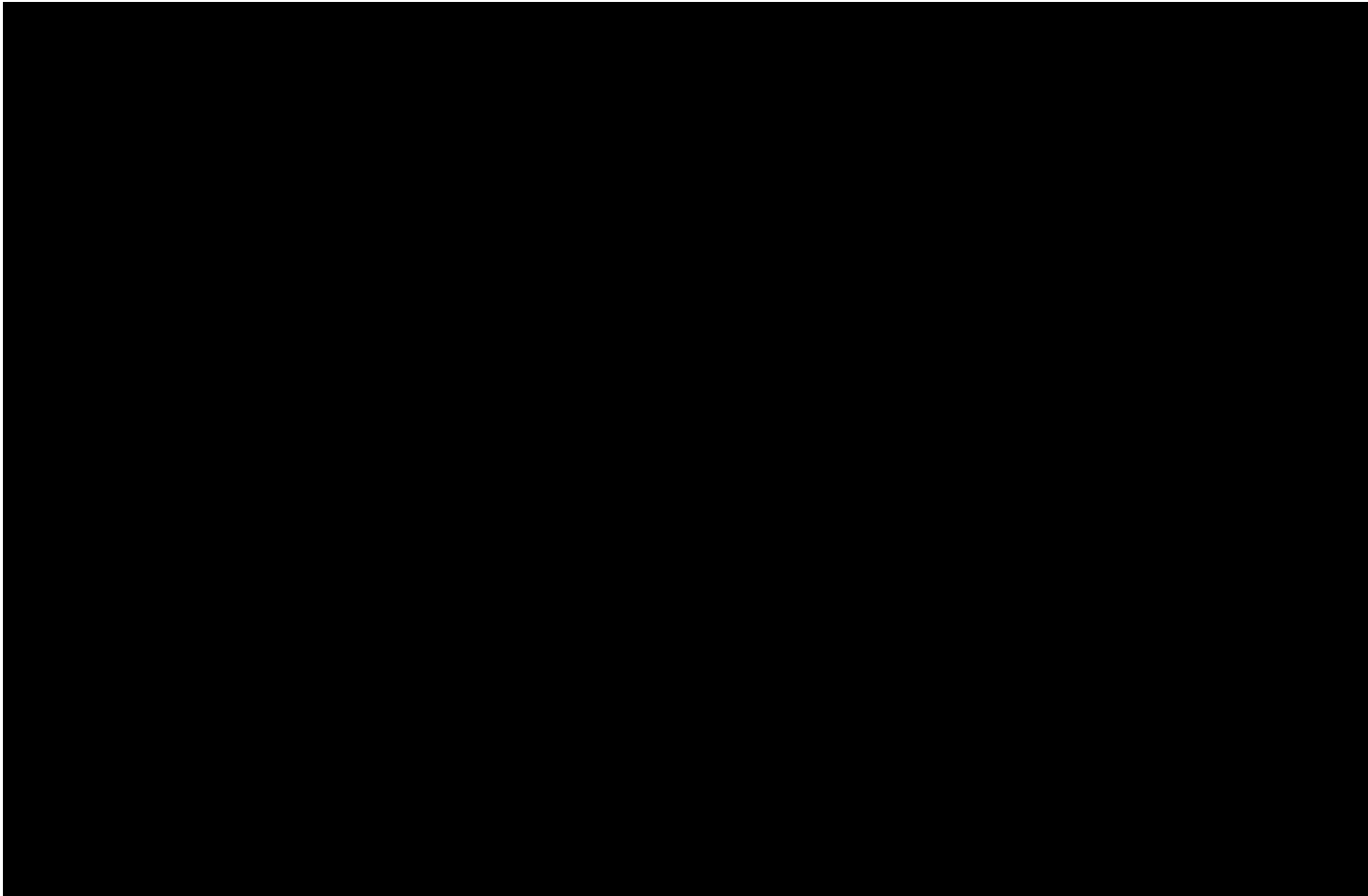
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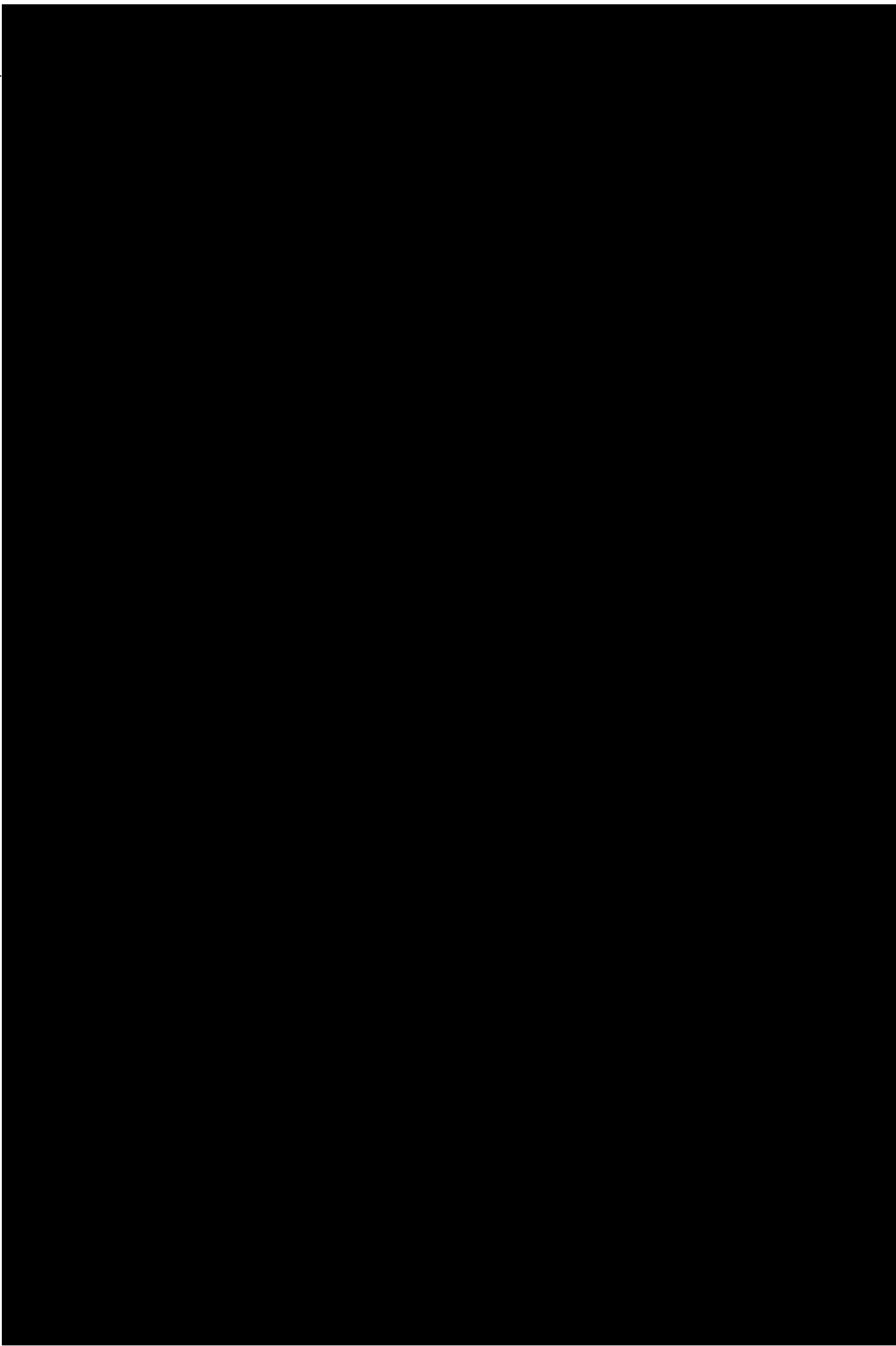


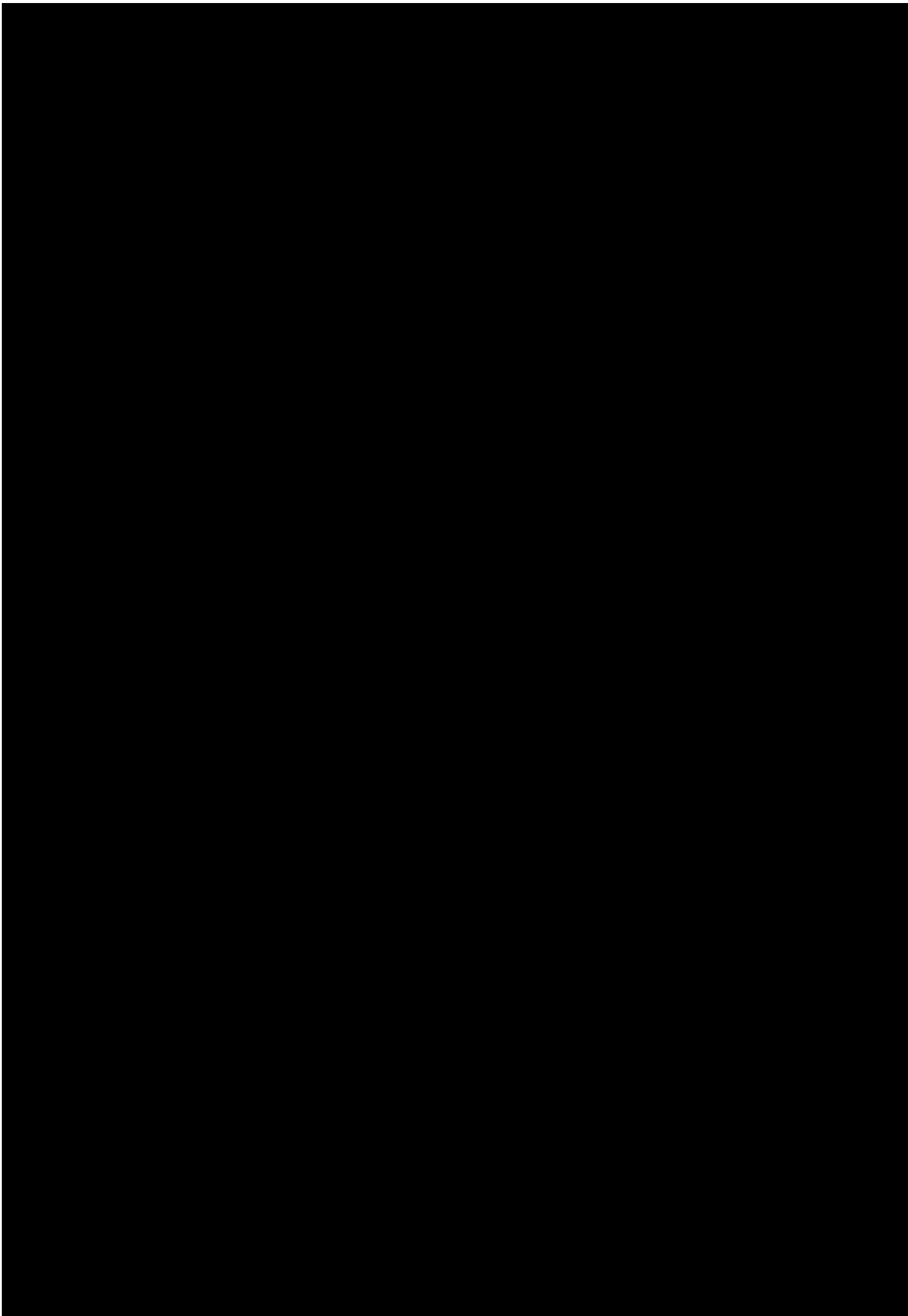
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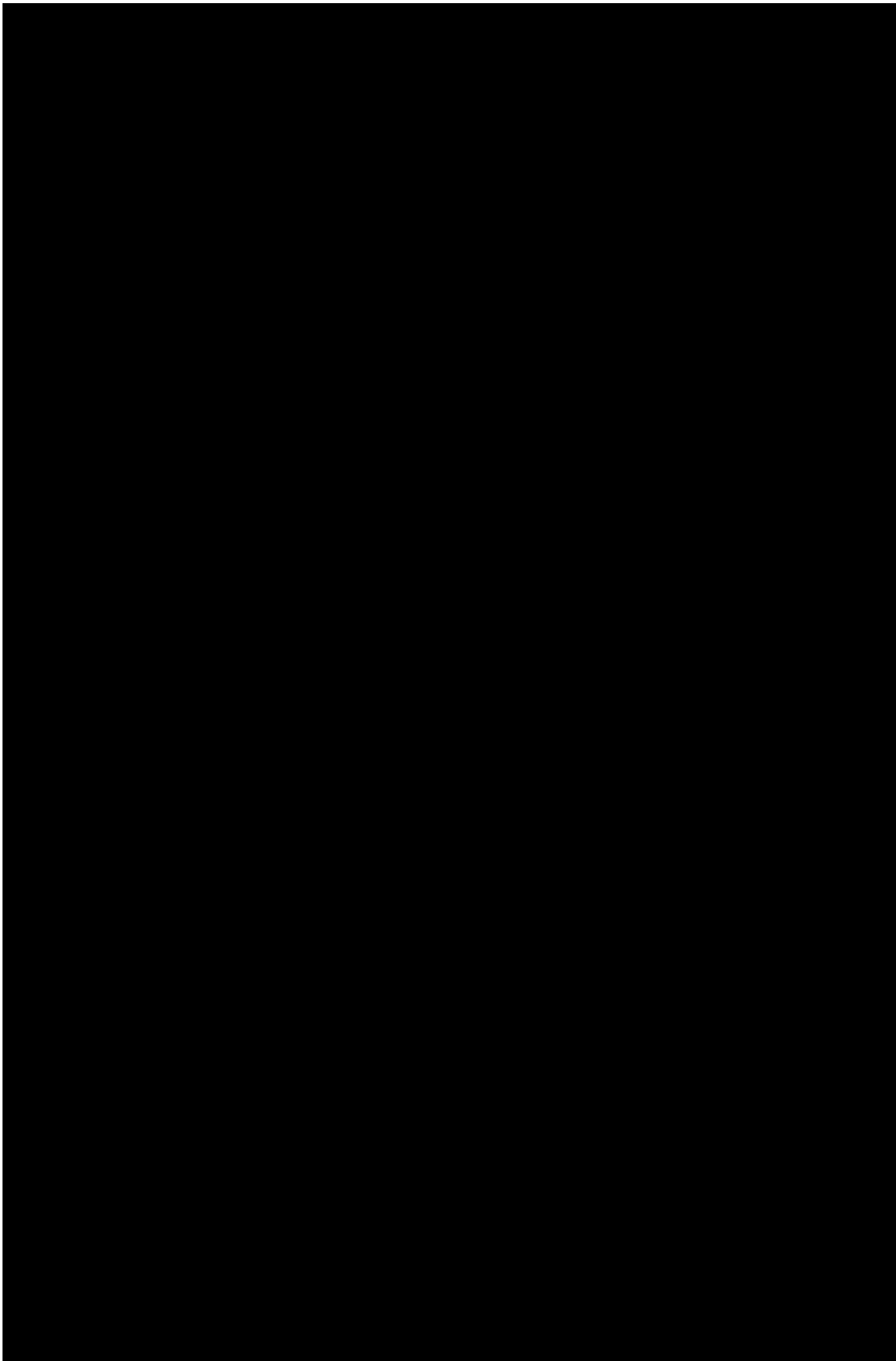
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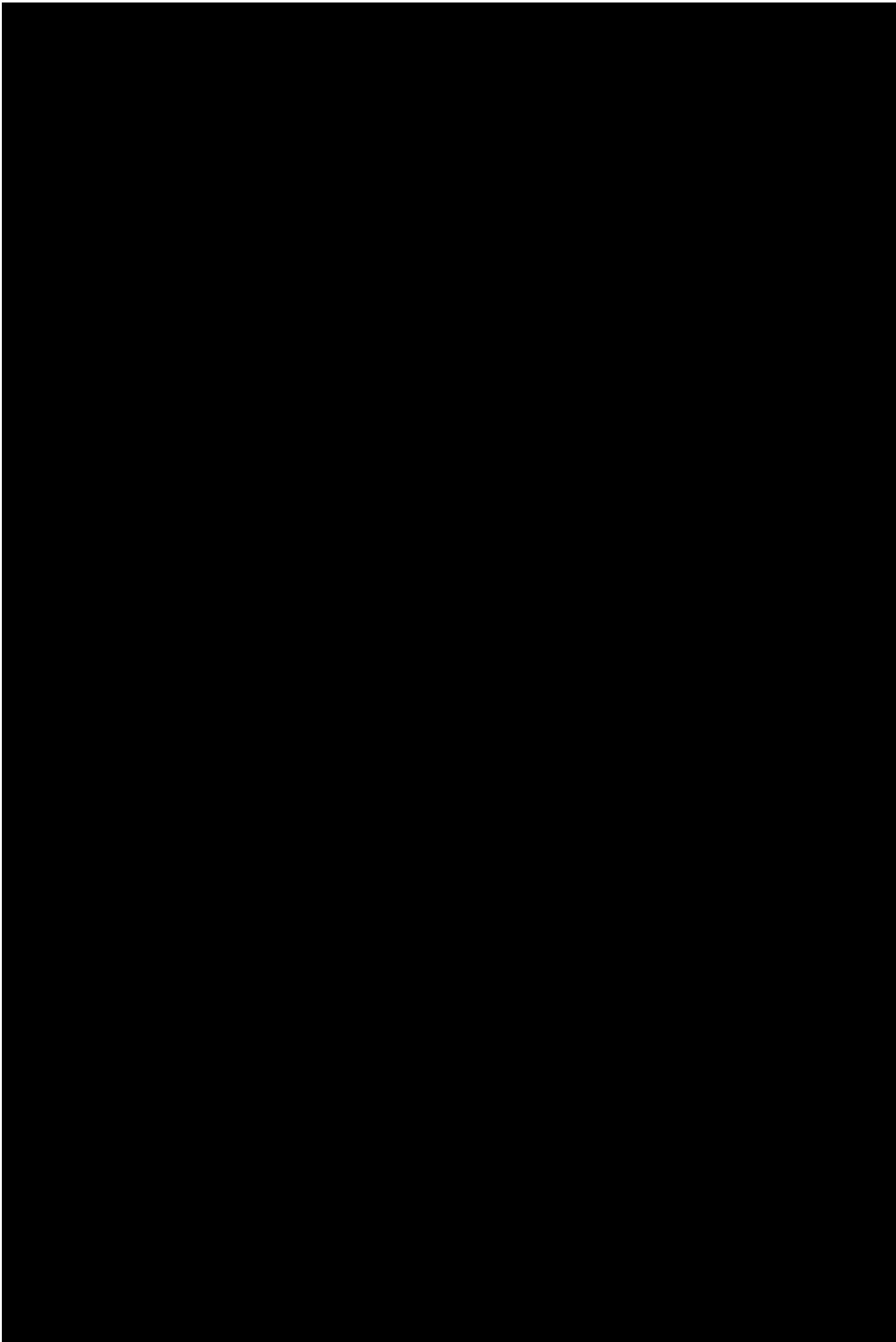
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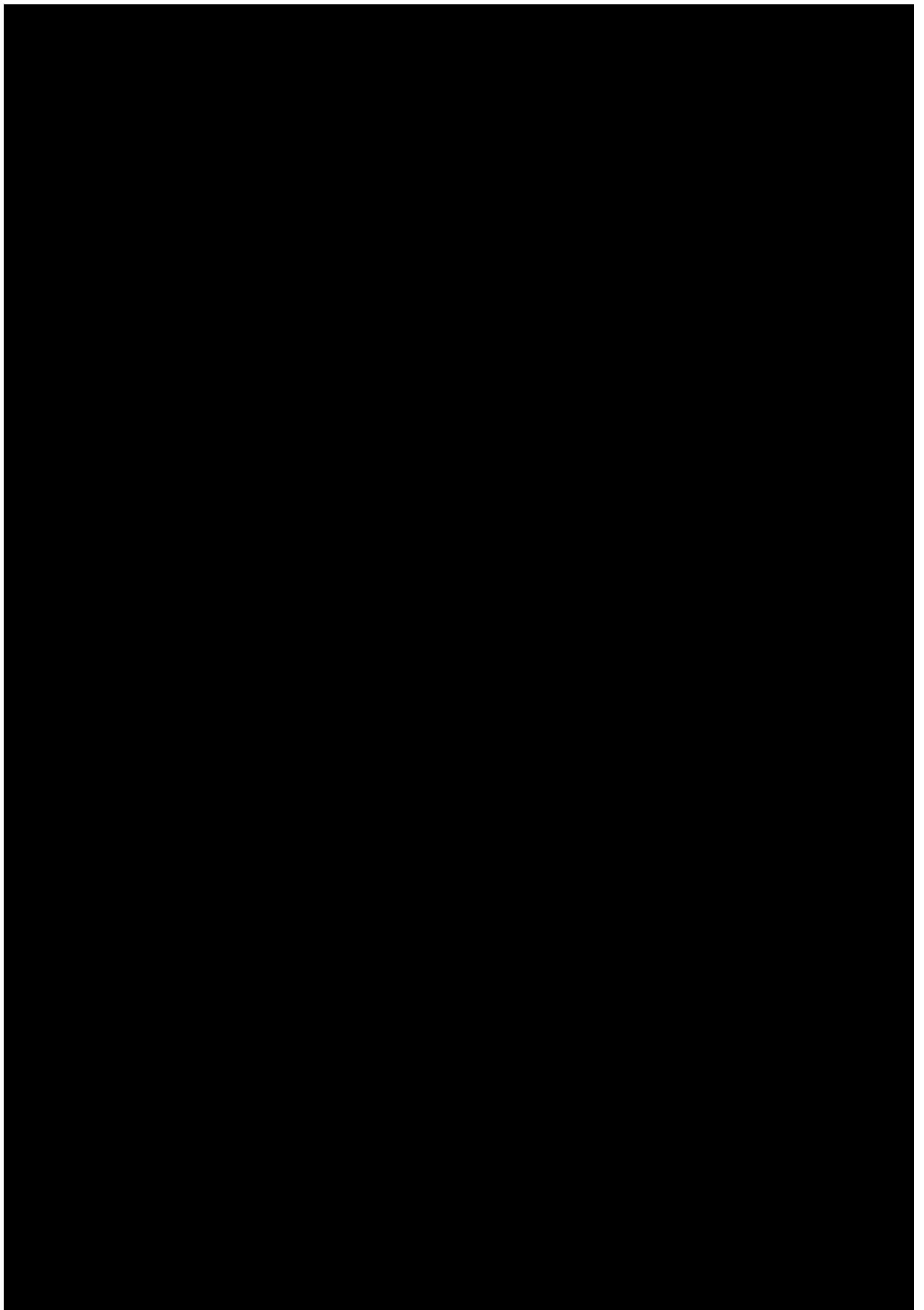
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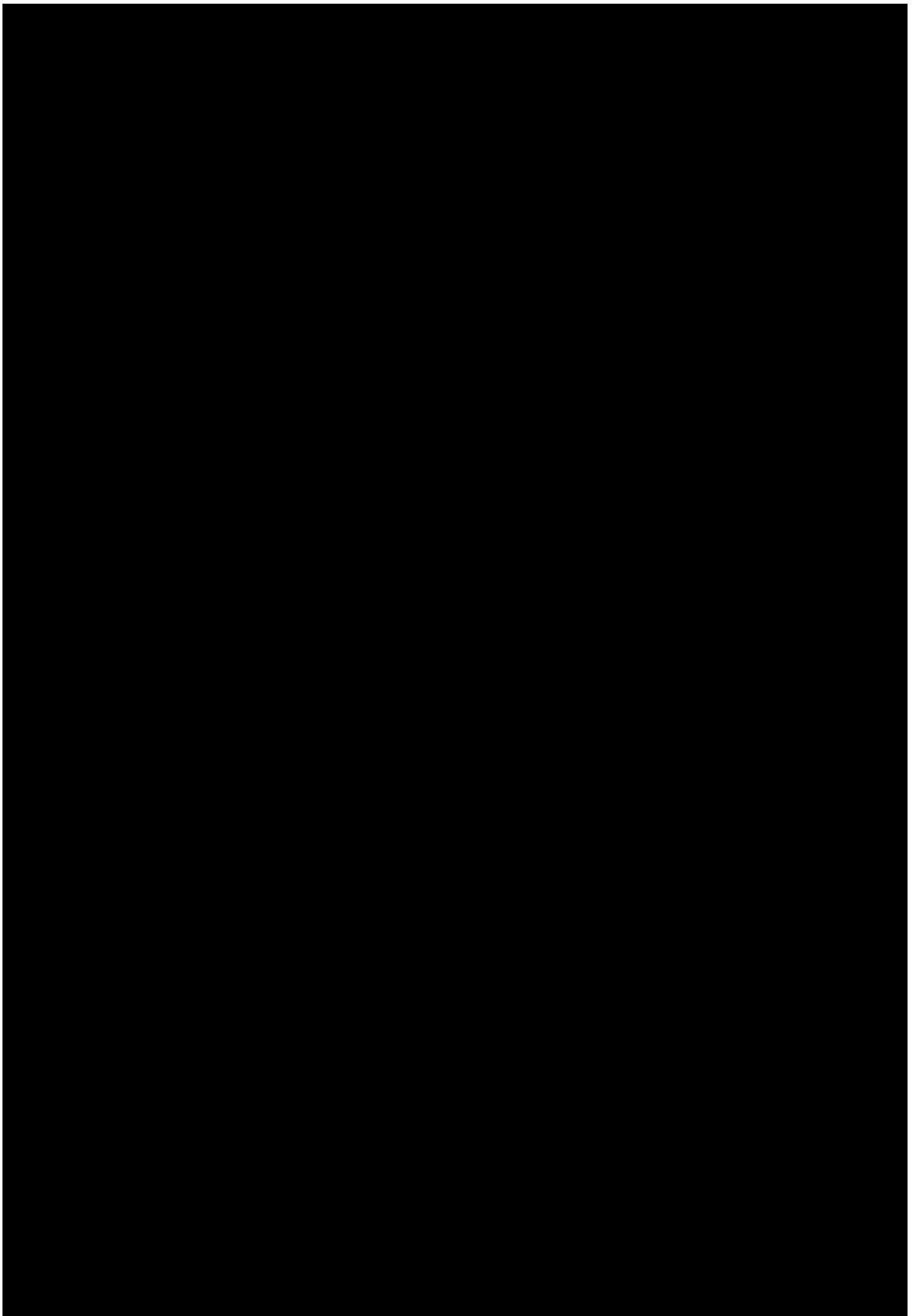
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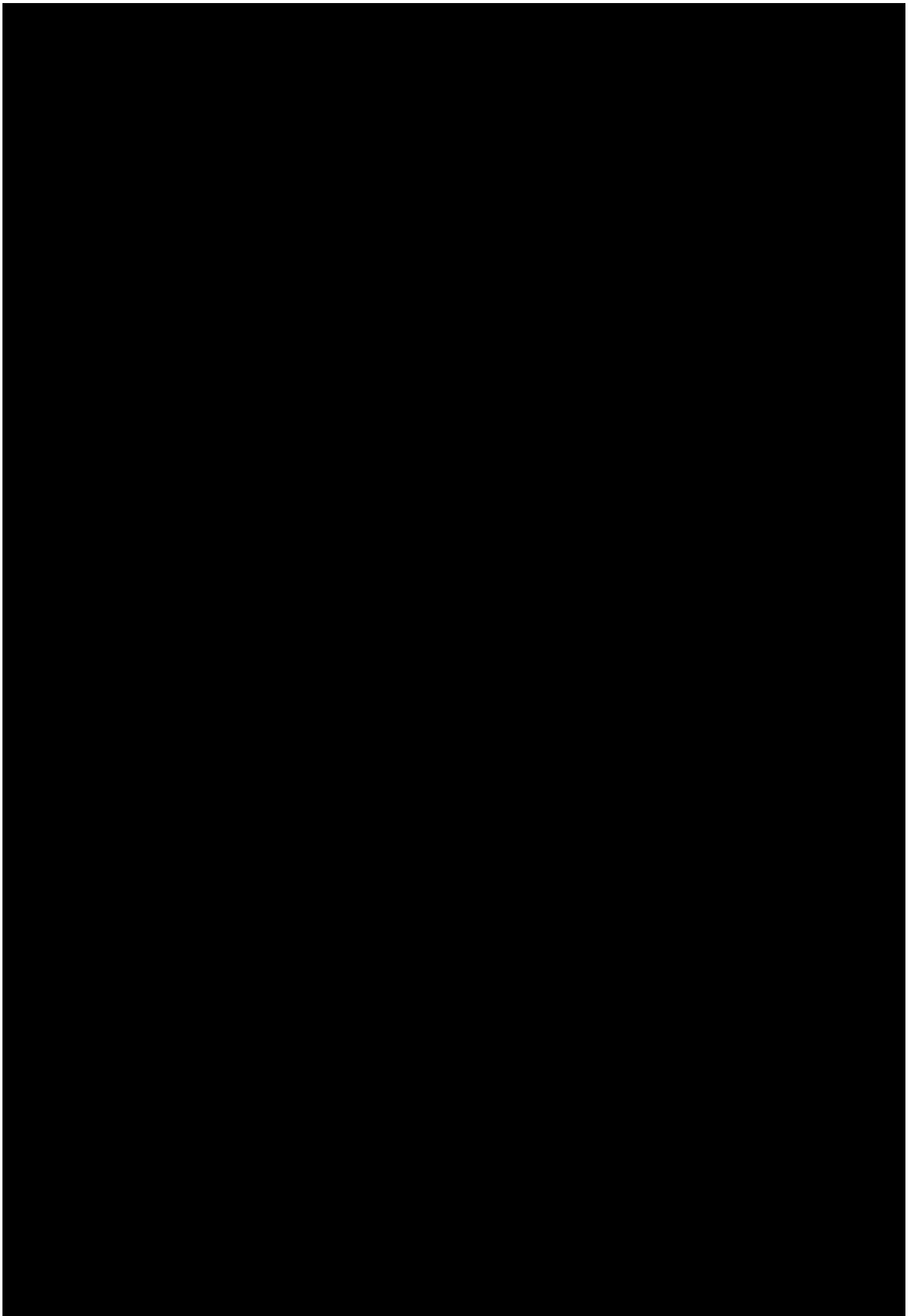
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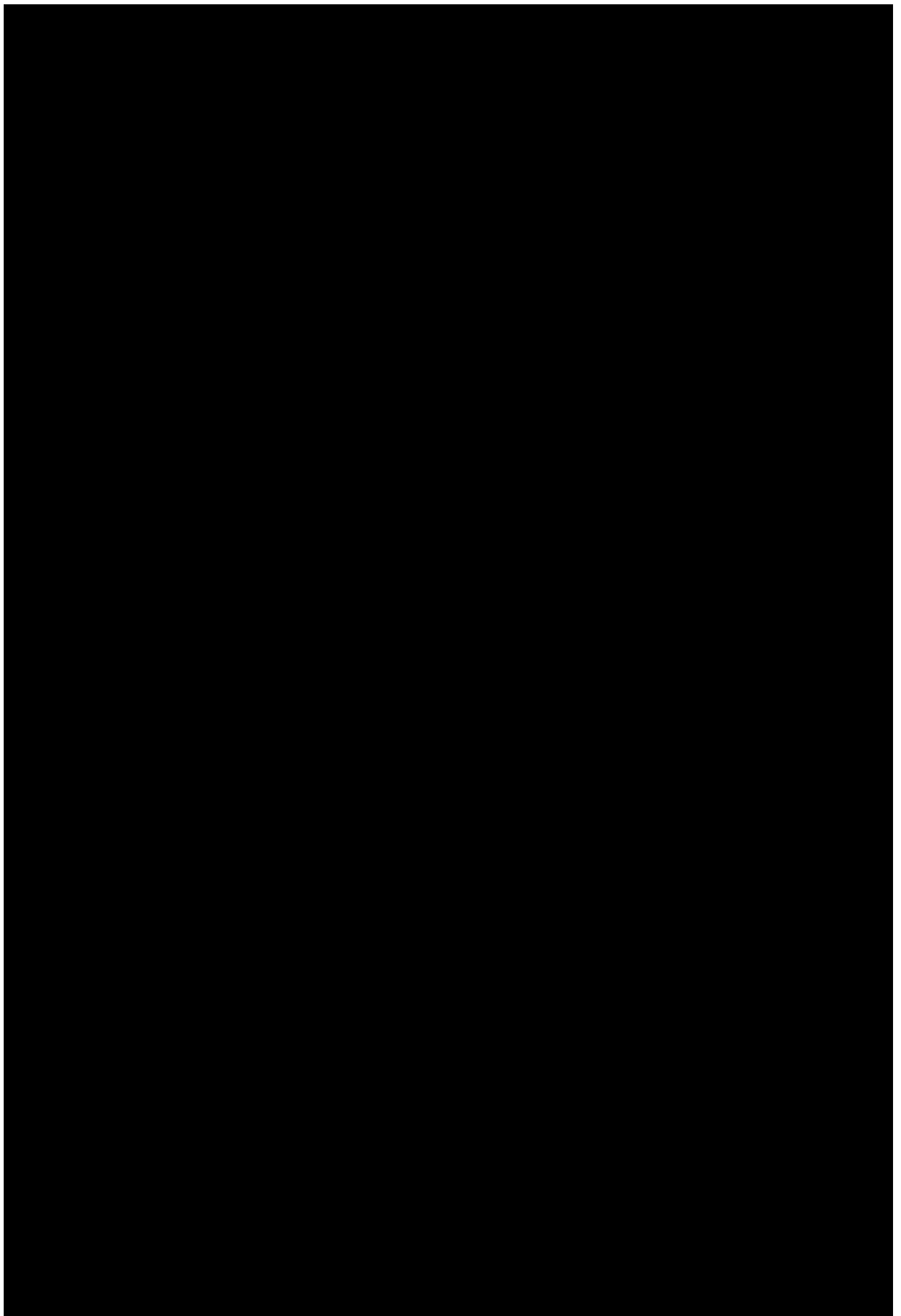


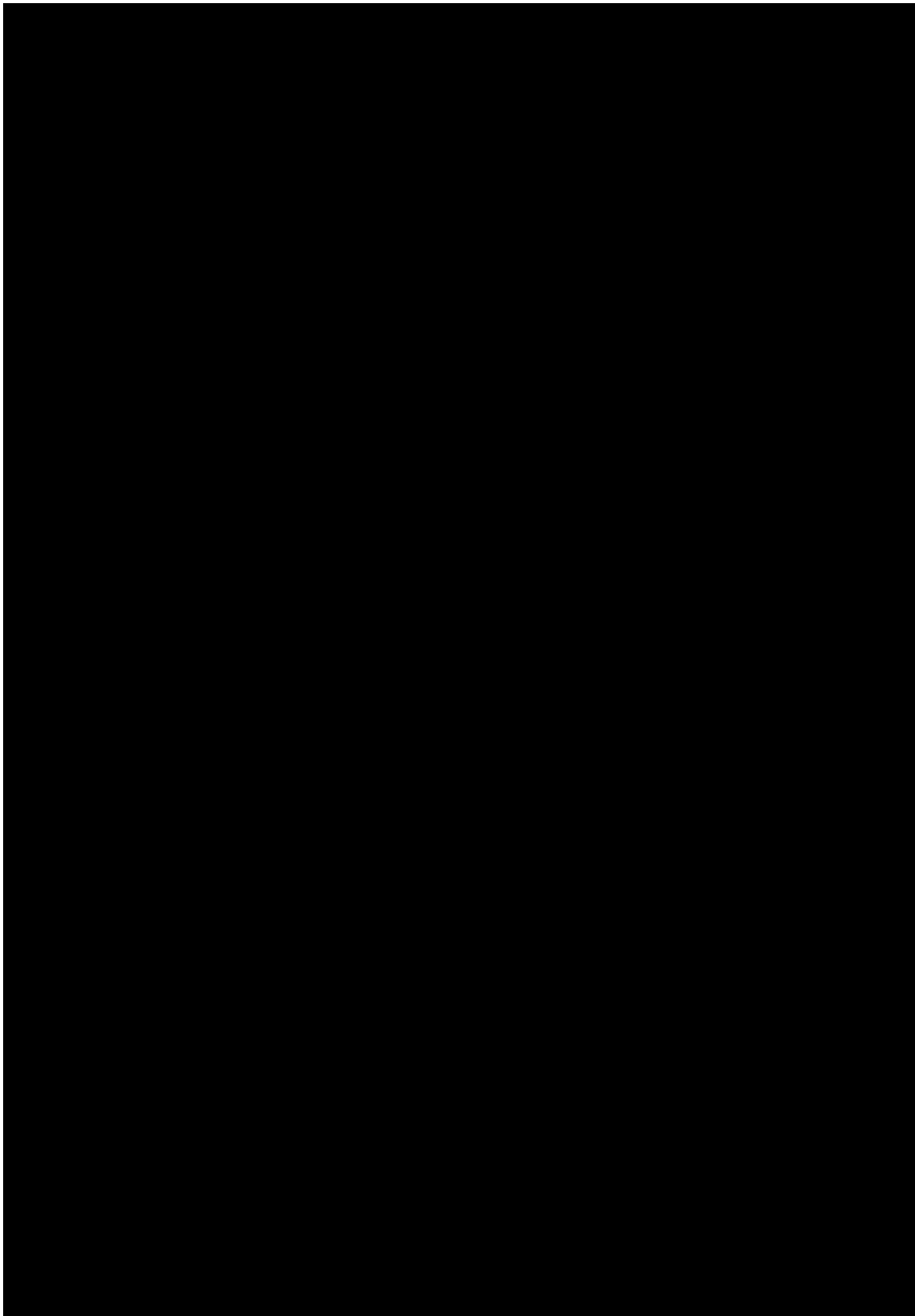


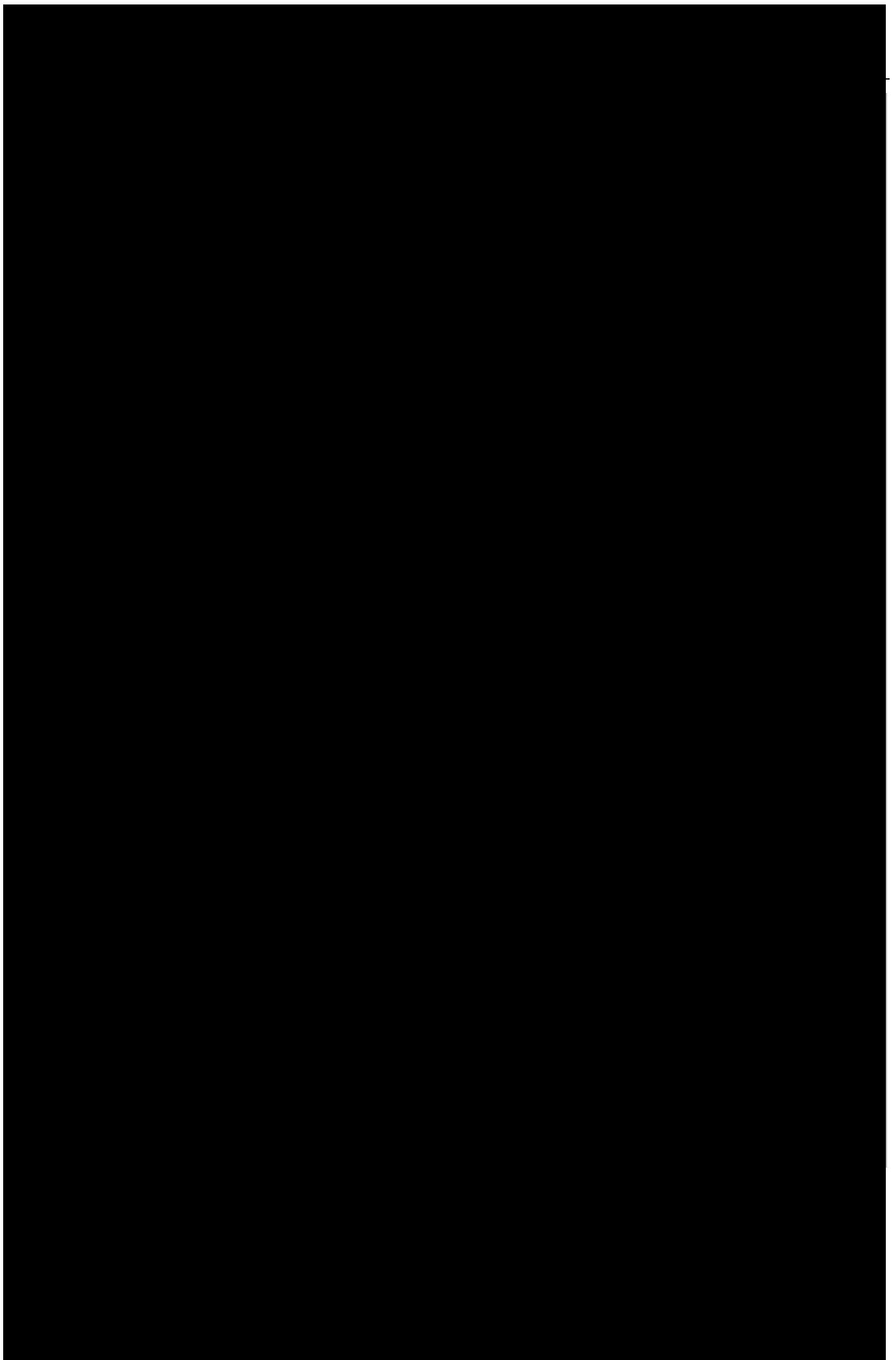


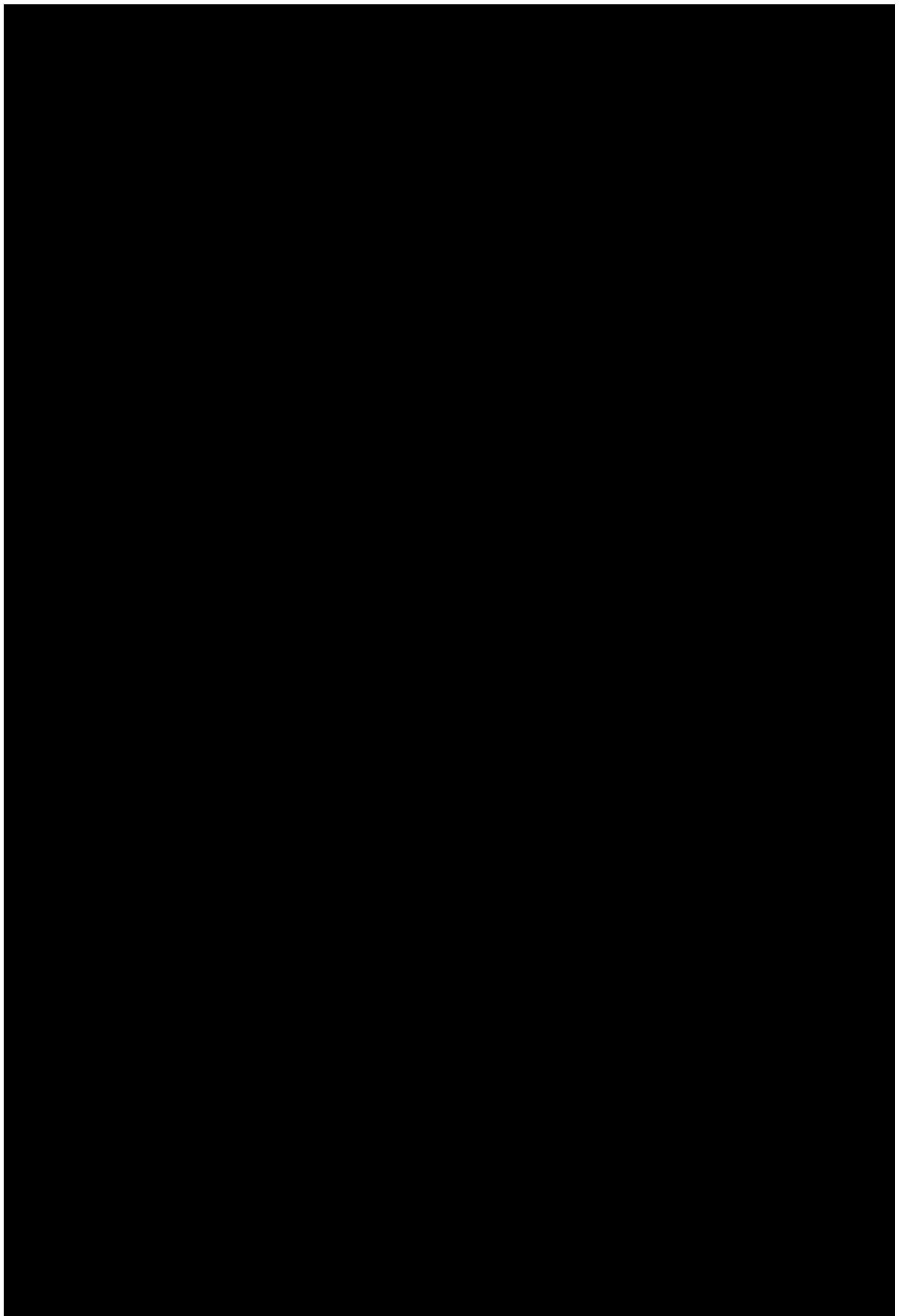


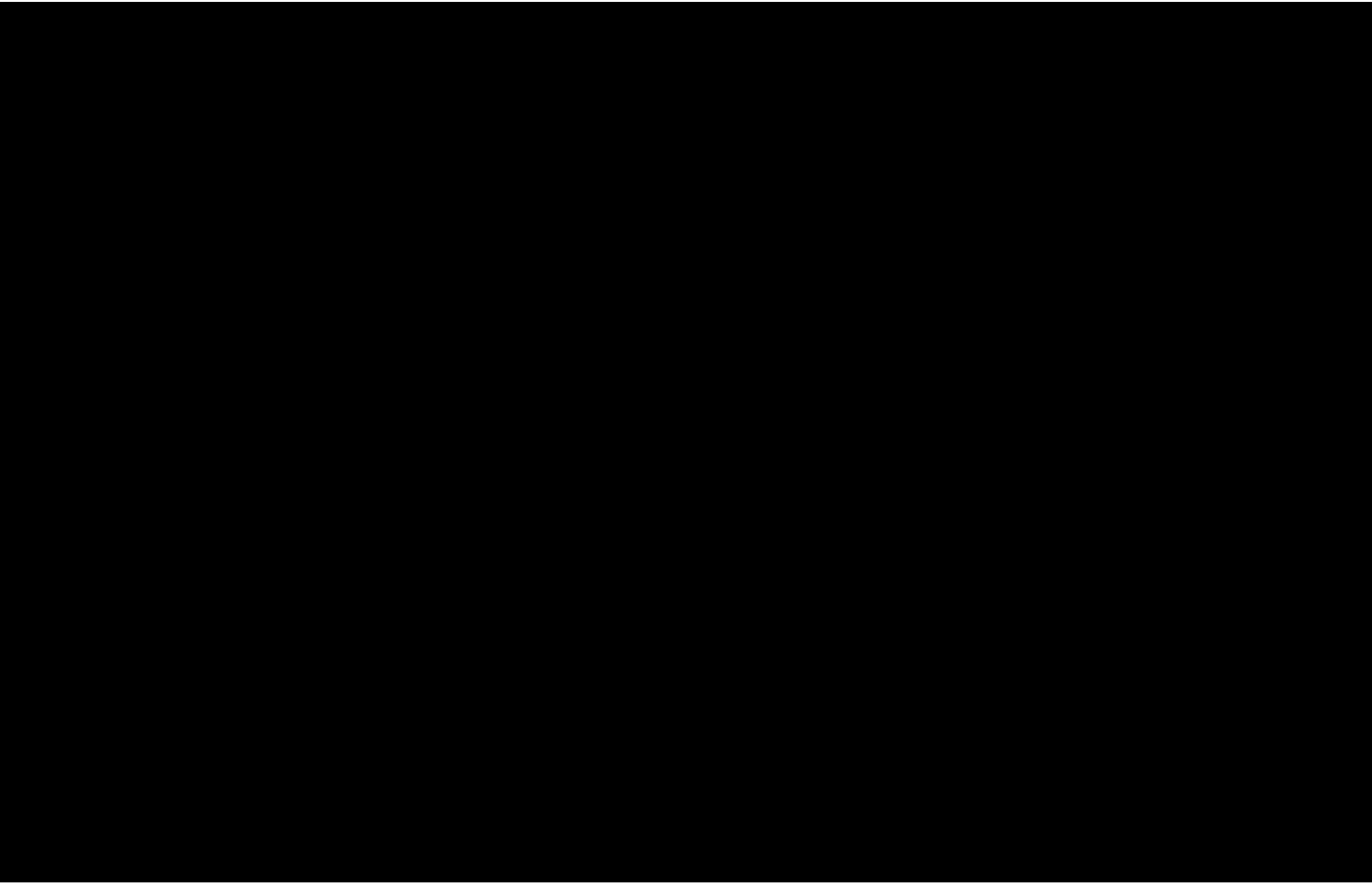




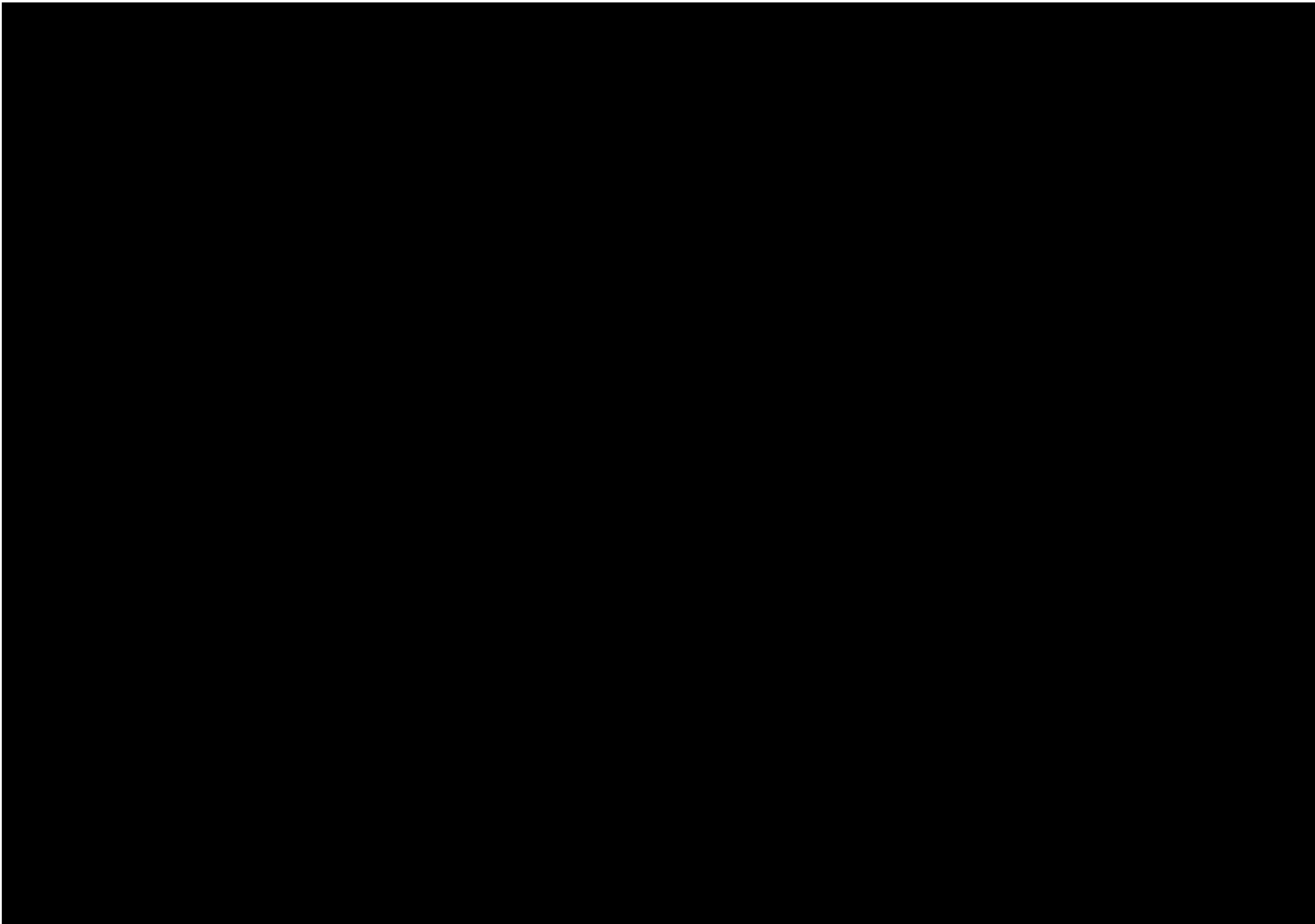


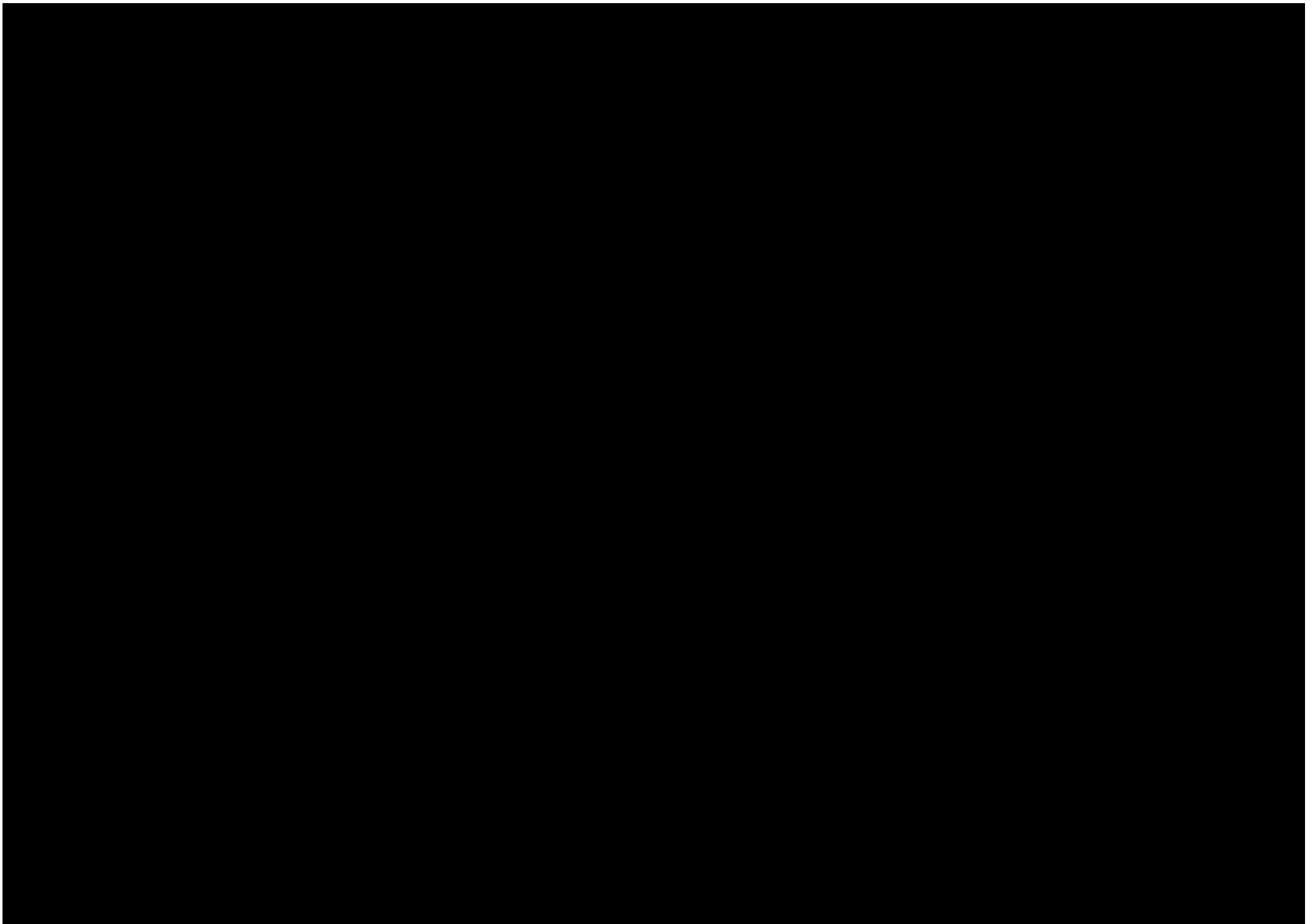


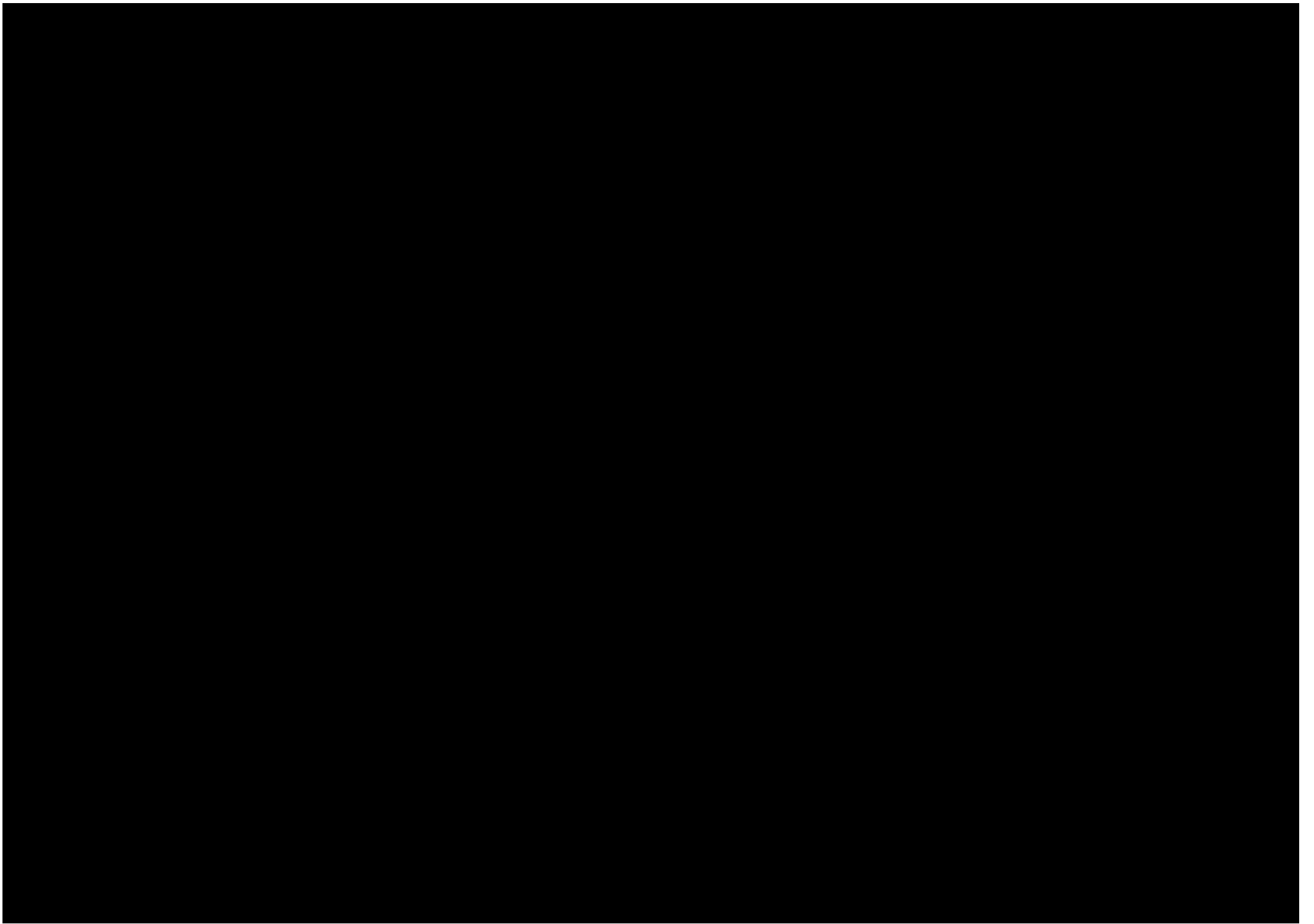


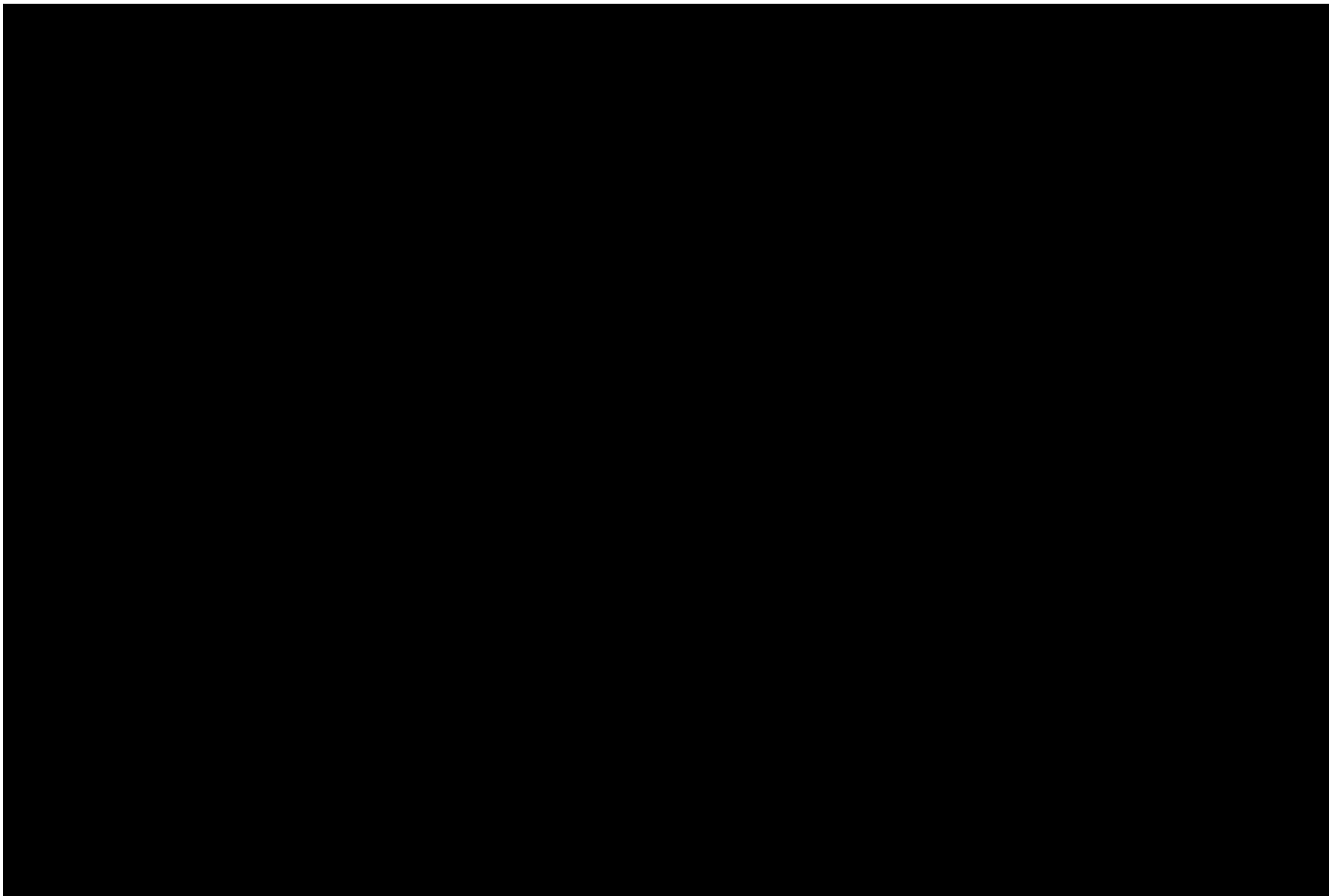












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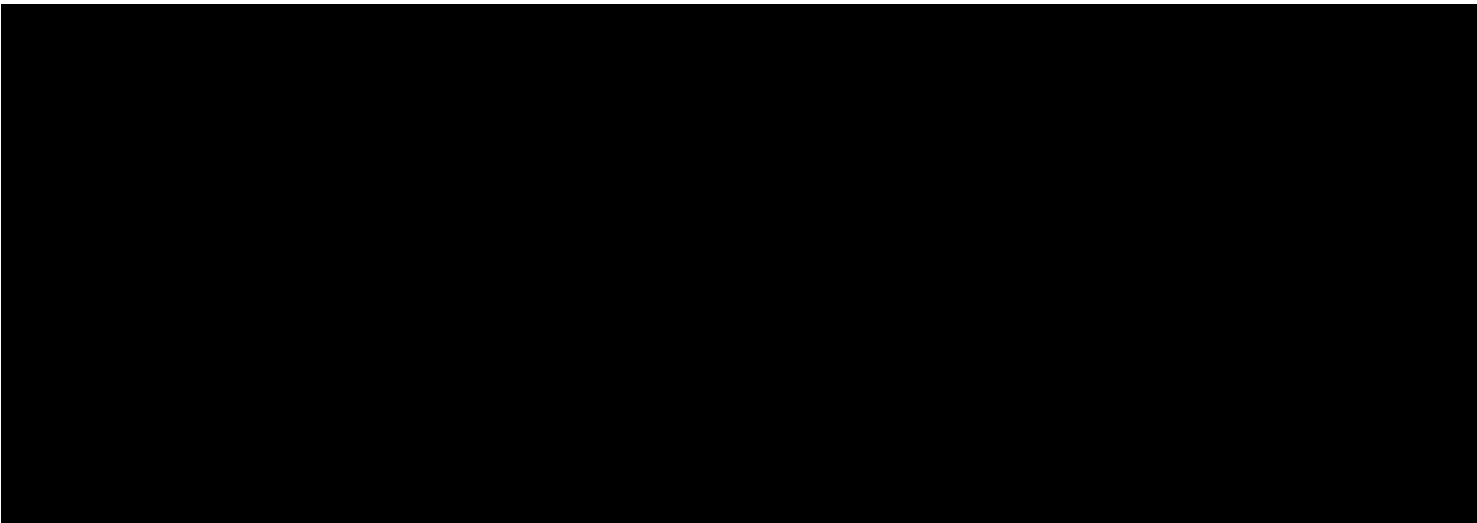
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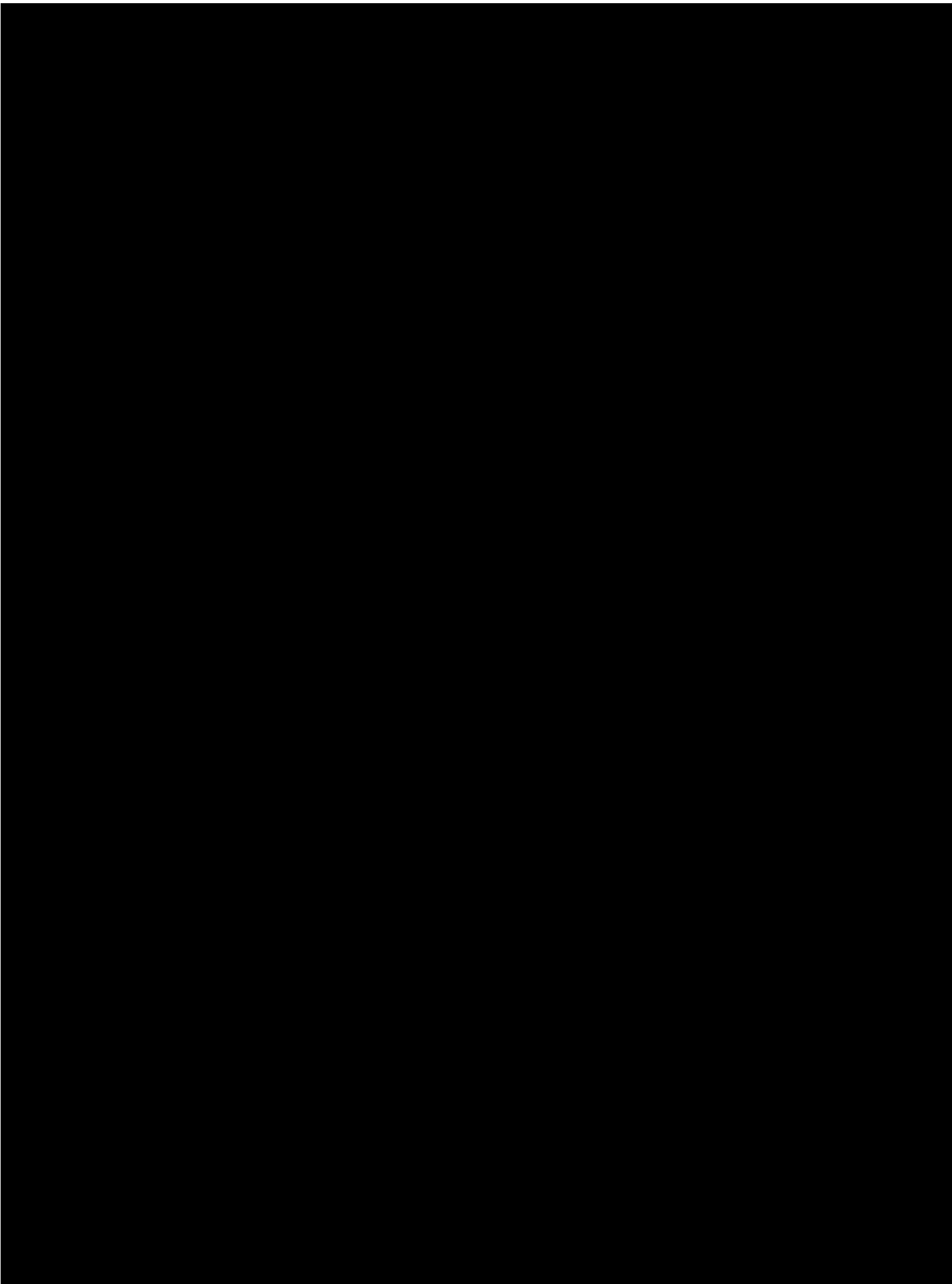
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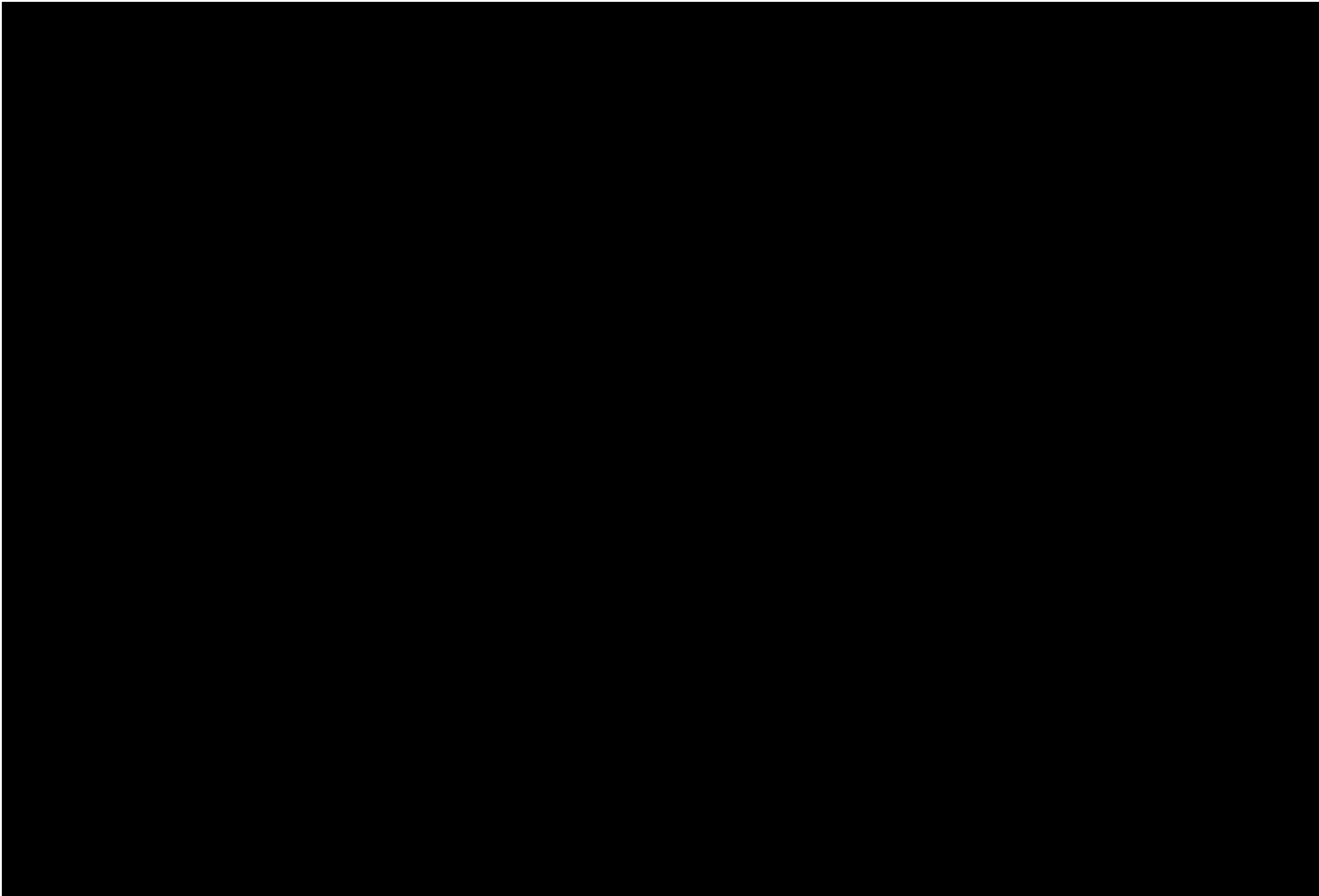
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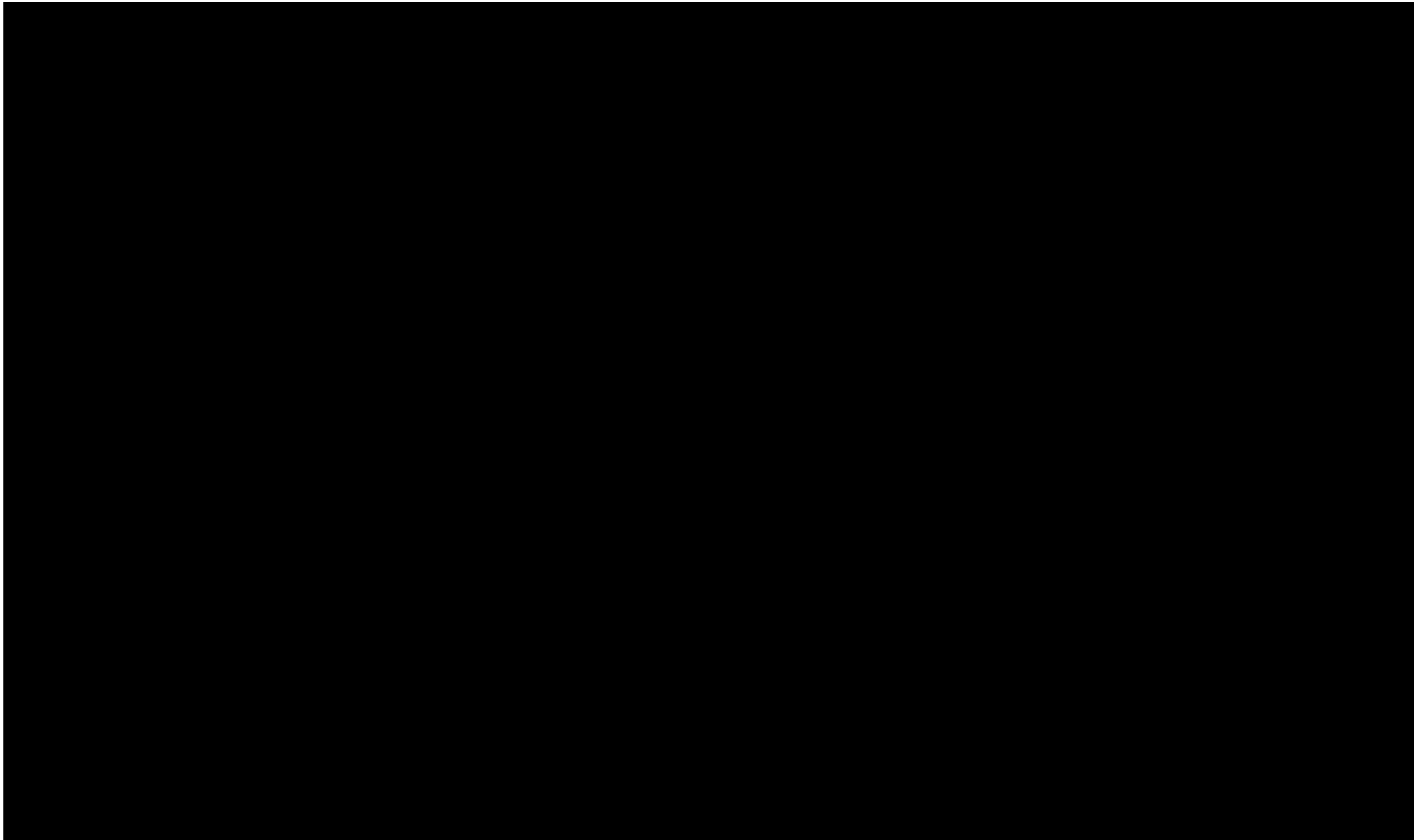


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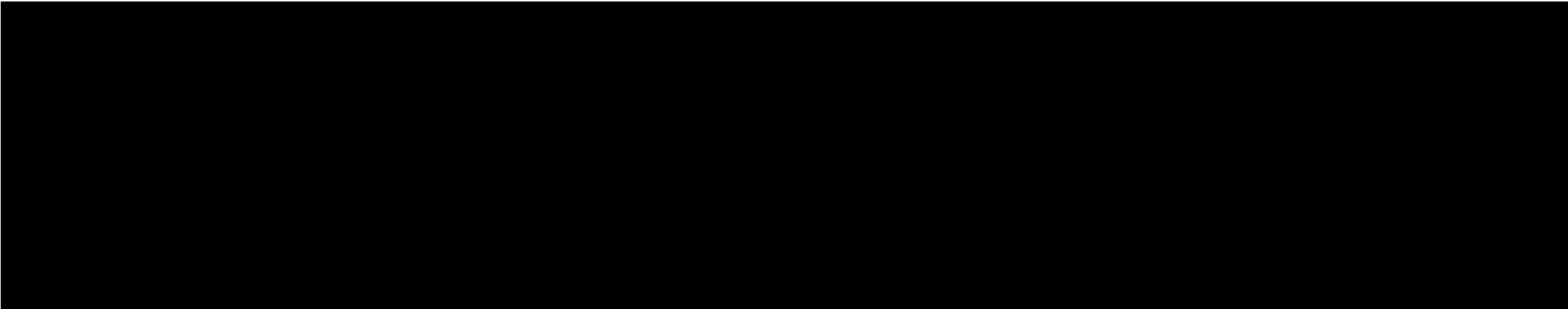






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End User Computing Services

Schedule 12 - Exhibit 2

Risk and Resilience Framework

PROCURE IT VERSION 3.2 Customer Contract between

**The Crown in right of the State of New South Wales
acting through Department of Customer Service
(ABN 81 913 830 179)**

and

**Datacom Systems (AU) Pty Ltd
(ABN 39 135 427 075)**



Risk and Resilience Framework

Document number: DR1643	Version number: 6.0
Date: December 2015	

Contact details

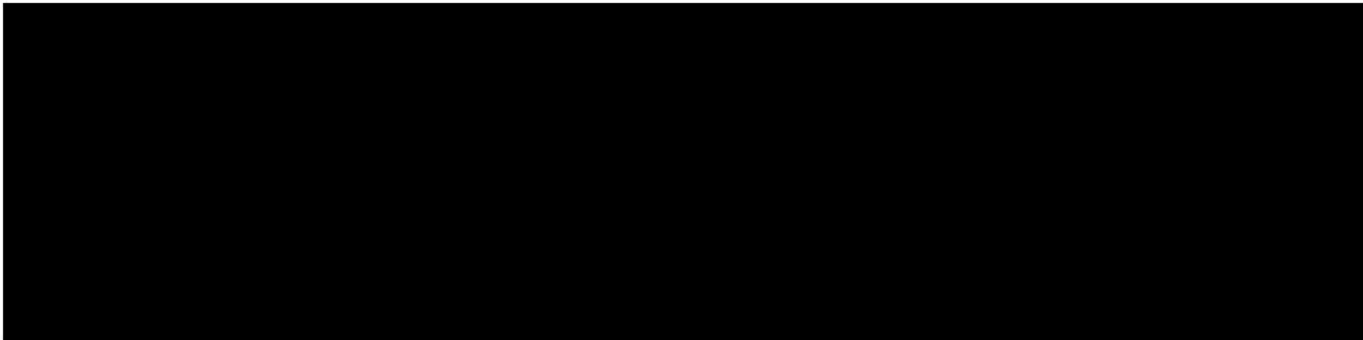


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1. Risk and Resilience Framework

1.1 Framework Intent

The effective management of risk is central to the continued efficient management of the Department of Finance, Services and Innovation (DFSI). Risk management is an integral part of good management practice and an essential element of good corporate governance.

Risk management is part of the DFSI culture, and it is embedded into the DFSI operating philosophy, practices and business processes rather than being viewed or practised as a separate activity.

The Risk and Resilience Framework (the Framework) forms the basis of how risk management is to be conducted throughout DFSI. Divisions and Related Entities are to use the Framework as either their risk framework or as the basis of a framework for their particular requirements. Changes to this framework by Divisions or Related Entities must be discussed with and approved by the DFSI Director Risk Services.

All managers and staff (including temporary staff) are responsible for the management of risk in accordance with the DFSI Risk and Resilience Policy.

1.2 Risk and Resilience Framework Objectives

DFSI has established the Framework for the management of risk across all parts of the organisation. DFSI has adopted the definition of risk used in AS/NZ ISO 31000:2009:

“The effect of uncertainty on objectives”

Risk can be applied in a strategic context including positive and negative impacts. The Framework enables risk management to be embedded across DFSI, through a strategic decision making process, for the purpose of evaluating and managing the negative uncertainties the organisation faces.

The aim is to ensure that:

- the Secretary, the DFSI Executive Team and all managers can confidently make informed business decisions
- change opportunities and initiatives can be pursued with greater speed, robustness and confidence for the benefit DFSI and its stakeholders
- there is greater certainty in achieving strategic objectives

- daily decisions at the operating level are made within the context of DFSI's capacity to accept risk
- the organisation manages the risk of intangible assets – reputation, regulatory, intellectual and knowledge capital, processes and systems – just as fully as it manages physical and financial assets.

This means that risk management is linked with strategic and business planning, initiative planning, value drivers and the performance measurement process.

1.3 Scope

The Framework covers DFSI, and all DFSI Divisions, Related Entities and Business Units.

1.4 Approach and Methodology

The approach and methodology of the DFSI Risk and Resilience Framework has been developed in alignment with the generally accepted better practice approaches outlined by the current standards and NSW Government guidelines in risk management, including:

- **AS/NZS/ISO 31000:2009 Risk Management in identifying, assessing, monitoring and reviewing risks:** Is a globally accepted standard for managing all forms of risk. It advocates that all risks should be managed in an integrated way which is supported by an effective framework that sets policy, demonstrates commitment, provides resources, allocates responsibilities and constantly checks progress.
- **Treasury Policy: Internal Audit and Risk Management Policy for the NSW Public Sector (TPP 15-03):** Outlines the NSW Treasury requirements for internal audit and risk management in NSW Departments and statutory bodies.
- **Other related acts, regulations, policies, standards or guidelines** relating to Work Health and Safety, Information Security, Business Continuity Management, Fraud and Probity, Financial Internal Controls Certification, legislation pertaining to DFSI Divisions, Related Entities and Business Units.

1.5 Responsibility

As an integral part of DFSI management systems, covering all aspects of the business, the custody of this Framework rests with the Secretary who is responsible for ensuring the Framework is implemented, tested, maintained and updated. The Secretary is assisted in this process by the DFSI Director Risk Services. In practice, however, ownership of the Framework rests with the entire DFSI Executive.

Accountability is central to an effective risk and resilience framework. Table 1 Responsibilities identifies the key responsibilities in regard to risk management throughout DFSI.

Table 1 Responsibilities

DFSI Risk and Resilience Framework Responsibilities	
Secretary	<p>The Secretary is responsible for:</p> <ul style="list-style-type: none"> • governance • risk management • legal compliance.
<p>Audit and Risk Committees (ARC)</p> <ol style="list-style-type: none"> 1) DFSI Principal Led Shared Arrangement ARC 2) Property and Housing Group Collaborative Shared Arrangement ARC 3) State Insurance Regulatory Authority ARC 	<p>Audit and Risk Committees oversee the operation of the DFSI Risk and Resilience Policy and Framework, and assesses their adequacy. The Committees monitor the internal policies for identifying and determining the risks to which DFSI is exposed:</p> <ul style="list-style-type: none"> • whether management has in place a current and appropriate enterprise risk management process, and associated procedures for effective identification and management of DFSI's financial and business risks, including fraud and corruption • whether a sound and effective approach has been followed in developing strategic risk management plans for major projects or undertakings • the impact of DFSI's risk management process on its control environment and insurance arrangements. <p>This is done in accordance with Treasury Policy <i>Internal Audit and Risk Management for the NSW Public Sector</i> (TPP 15-03).</p>
DFSI Executive Team	<p>Members of the DFSI Executive Team are responsible for the management and monitoring of the identified risks across DFSI and the effective implementation of the DFSI Risk and Resilience Policy.</p> <p>Key requirements are:</p> <ul style="list-style-type: none"> • ensuring the completion, accuracy and updating of risk management plans • championing risk management • monitoring and reviewing the risks for completeness, continued relevance, and effectiveness of risk controls and treatment plans while taking into account changing circumstances • members of the DFSI Executive Team may be assigned strategic risks to manage, and they may delegate responsibility for monitoring controls and/or treatment plans to managers and/or specialist staff where appropriate • advising other agencies who have shared risk with DFSI when the residual risk rating determined by DFSI is rated as high or extreme.

DFSI Risk and Resilience Framework Responsibilities	
Divisional Executive Teams	<p>Members of the Divisional Executive Team are responsible for the monitoring of the identified risks within their area of responsibility. Key requirements are:</p> <ul style="list-style-type: none"> • ensuring the completion and updating of their area of responsibility's risk management plans • championing risk management within their area of responsibility • monitoring and reviewing their area of responsibility's risks for completeness, continued relevance, effectiveness of risk controls and treatment plans, taking into account changing circumstances.
DFSI Director Risk Services	<p>The DFSI Director Risk Services is responsible for managing DFSI's enterprise risk management function including:</p> <ul style="list-style-type: none"> • frameworks for risk management • business continuity • legal compliance • audit and risk committees • governance and • insurance. <p>The DFSI Director Risk Services is also responsible for:</p> <ul style="list-style-type: none"> • providing expert advice and assistance on risk management to the Executive, Divisions, Related Entities, Business Units and project teams • reporting regularly on Enterprise Risk Management and strategic risks to the Executive and Audit and Risk Committees • managing the online risk management system including provision of specialist support to DFSI in the use of the system • ensuring that each head of authority provides an annual attestation that the entity complies with TPP 15-03. • Ensure that there is communication to other agencies where a risk which is shared with DFSI is rated as being high or extreme at the residual rating
Related Entities / Business Unit Managers	<p>Related Entity / Business Unit Managers are responsible for the management of the risks within their area of responsibility. Key requirements are:</p> <ul style="list-style-type: none"> • completing and updating the Related Entity / Business Unit risk registers, including risks associated with outsourced activities • monitoring and reviewing the risks within the Related Entity / Business Unit for completeness, continued relevance, and effectiveness of risk controls and treatment plans while taking into account changing circumstances • may be assigned operational risks to manage, and they may delegate responsibility for monitoring controls and/or treatment plans to managers and/or specialist staff where appropriate.

DFSI Risk and Resilience Framework Responsibilities	
Risk Champions	<p>The Risk Champions are nominated managers from the Divisions, Related Entities and Business Units. Each representative is responsible for:</p> <ul style="list-style-type: none"> • providing feedback and assistance to the DFSI Director Risk Services in the implementation and maintenance of risk management within their area of responsibility • embedding risk management processes into key business processes, including strategic and business plan development • coordinating reporting within their area of responsibility • participating in the DFSI Risk Network.
Internal Audit	<p>Internal Audit reviews the efficiency, effectiveness and compliance of priority programs/processes as well as the adequacy of internal controls. It is responsible for:</p> <ul style="list-style-type: none"> • directing internal audit activity which relates to the critical controls for high-level corporate and strategic risks within the business • independently reviews selected controls as part of the Internal Audit plan to provide assurance that key controls are in place and effective.
Strategic, Program and Performance Management Office (SPPMO)	<p>The SPPMO is responsible for:</p> <ul style="list-style-type: none"> • monitoring risks at the program level, including interdependencies between major projects, and advise the DFSI Executive Team as required • assisting major project sponsors and managers to manage risk effectively and efficiently.
Risk Owners	<p>Risk Owners are responsible for:</p> <ul style="list-style-type: none"> • ensuring that the assessments of their risks are up-to-date and are properly recorded and managed in the appropriate risk register/s using the online risk management system • conducting periodic assurance reviews to check that the controls that they are relying on are in place, effective and for possible improvements • monitoring the progress and effectiveness of any treatment plans that are in place to further reduce the risk rating.
Risk Control Owners	<p>Risk Control Owners are responsible for:</p> <ul style="list-style-type: none"> • ensuring that the risk control/s they are responsible for are effective • conducting periodic assurance to check that the controls they are relying on are in place and effective • reviewing controls to identify cost-effective improvements.

DFSI Risk and Resilience Framework Responsibilities	
Risk Treatment Owners	Risk Treatment Plan Owners are responsible for ensuring that: <ul style="list-style-type: none"> • risk treatment plans allocated to them are completed by an agreed date • the risk owner is advised of the progress of the treatment plan, particularly if there are delays or issues.
All Staff	All staff are required to understand and act on their responsibility to report new risks or increases in risk in a timely way.

1.6 Control Assurance

The Risk and Resilience Framework is largely self-regulating. Control assurance is principally through the use of control self-assessment, practised by risk and control owners. Control assurance is focused on validating this measure in terms of both the adequacy and effectiveness of controls. See also section 2.3.2 Risk Controls and Effectiveness. Where it is required, Internal Audit will review specific controls as part of the annual Internal Audit program.

1.7 Risk and Resilience Maturity Evaluation

A formal system has been implemented to measure and report risk and resilience maturity and its improvement over time in DFSI. The evaluation is conducted using a protocol in TPP 15-03 to provide the Audit and Risk Committees with an accurate representation of the maturity across DFSI and within Divisions, Related Entities and Business Units.

An annual maturity evaluation plan has been developed by DFSI's Risk Services Branch to ensure that DFSI and all Divisions, Related Entities, Business Units and projects are regularly evaluated.

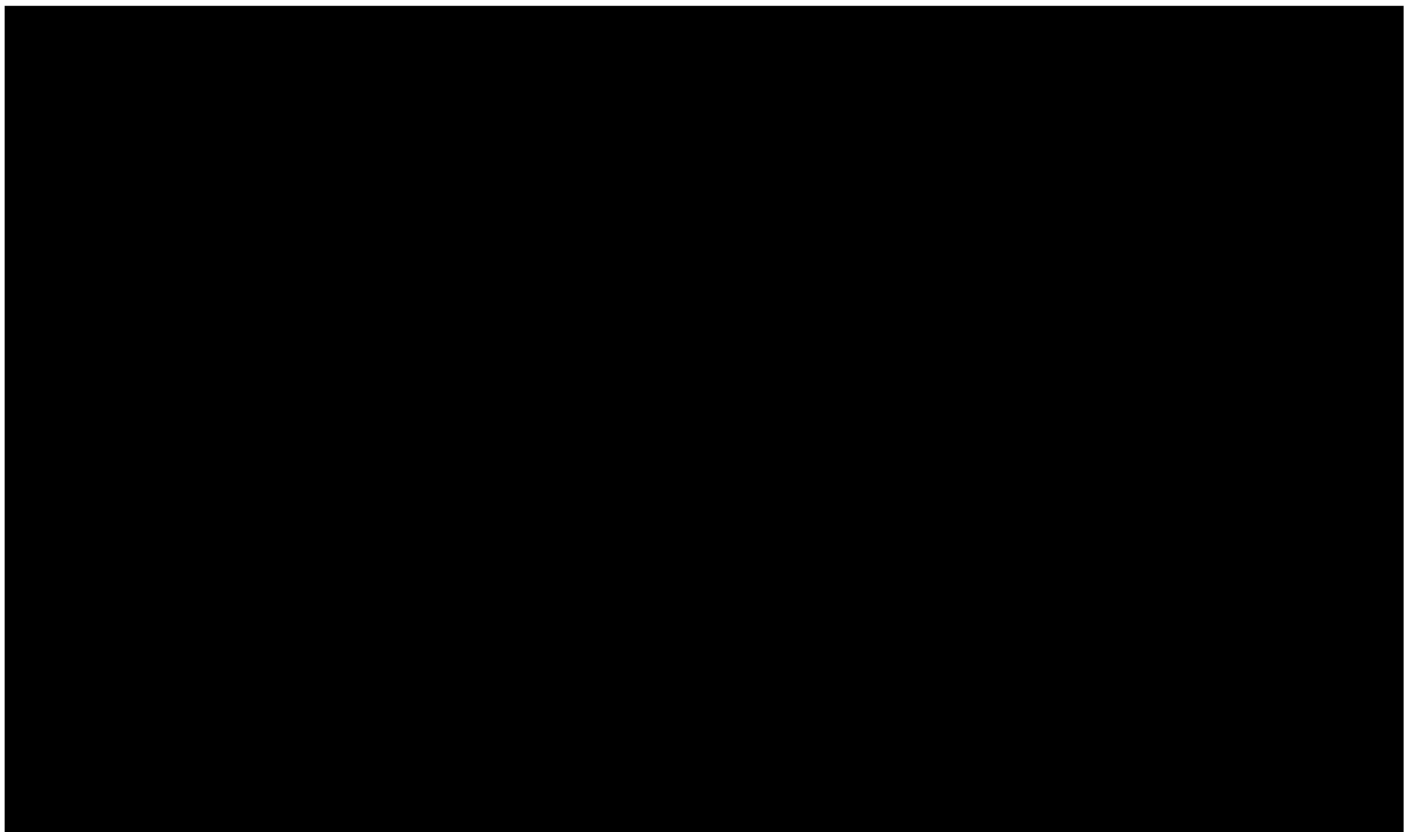
1.8 Benchmarking

This Framework is based on a distillation of current best practice. Once the Framework becomes established, it is important that occasional benchmarking take place to maintain the Framework's currency.

2. Risk and Resilience Requirements

Figure 1 Risk and Resilience Requirements (below) shows the general structure of the Framework DFSI has deployed. The figure shows seven key requirements. This is how, on a day-to-day basis, DFSI is managing risk.

Figure 1 Risk and Resilience Requirements



Source – ASNZS/ISO 31000:2009

2.1 Requirement 1: Establish the Context

The risk management standard, ASNZS/ISO 31000:2009, separates risk into two types – strategic risk and operational risk.

2.1.1 Types of Risk

a) Strategic Risks

Strategic risks relate directly to an organisation's strategic planning and management processes. Strategic risks are those which could significantly impact on the achievement of the organisation's vision and strategic objectives as documented in the DFSI Corporate Plan.

These are high-level risks which require identification, treatment, monitoring and management by the DFSI Executive Team. Each strategic risk has a nominated DFSI Executive Team member as the Risk Owner, who manages the risk and reports as required to the Secretary.

The DFSI Executive Team conducts formal reviews of strategic risks at least every three months, including the progress of risk controls and treatment plans. These reviews also involve identifying any new or emerging risks that might affect the achievement of strategic and business plan objectives and budgets.

b) Operational Risks

Operational risks generally require oversight by the Divisional Executive Team, or by the relevant program or project steering committee.

Operational risks are those which may have a significant impact on achieving the:

- organisation's strategic objectives (as documented in the strategic plan) from the perspective of the actions undertaken by a particular Division, Related Entity, Business Unit or project
- individual programs or project management objectives.

Each operational risk has a nominated Risk Owner who manages the risk and reports as required to the responsible Divisional Executive Team member. In some instances, these risks may require escalation to the DFSI Executive Team.

All Divisions, Related Entities, Business Units and projects conduct formal reviews of operational risks at least every three months, including the progress of risk controls and treatment plans. The reviews also involve identifying any new or emerging risks that might affect the achievement of plan objectives and budgets of the respective Division, Related Entity, Business Unit or project.

2.1.2 Risks Associated with Changes

A change, event or decision is significant if it could potentially have a material adverse impact on the achievement of the DFSI objectives or could lead to a breach of legal, fiduciary or contractual requirements.

The rigour of the risk assessment is determined by the following considerations for:

- simple risks where the consequences are likely to be insignificant or moderate, a simple form of risk assessment that can be applied by most managers, after training, is used
- complex risks with the potential for significant adverse consequences, a more rigorous approach is used that is facilitated by a person with experience in the area of the potential consequences (i.e. Legal, Risk, Finance, HR, ICT Systems, Information Security, Procurement, WHS).

Wherever practicable, a change, event or decision driven risk assessment process is integrated and embedded in applicable DFSI processes and procedures.

2.1.3 Risks Associated with Major Projects

Major projects¹ will normally constitute significant change, so they require application of this framework process and compliance with the Strategic Program and Performance Management Office (SPPMO) requirements. A major project should have significant risks managed at the DFSI Executive Team or Division / Related Entity / Business Unit area level depending on DFSI's exposure.

In particular:

- all major projects are planned using a suitable risk assessment to focus their execution plan on the major sources of uncertainty – the risks
- the financial justification and business case for the project are subjected to suitable risk assessment
- the project risk management plan is to be reviewed at least at each phase of the project life cycle:
 - pre-project
 - project initiation
 - project delivery

¹ Levels 3-5 as determined by the DFSI Enterprise Performance and Portfolio Management Decision Support Tool.

- project close - for lessons learned, and for passing any remaining risks to business as usual management
- and if major changes are made to the business case, scope, timeframe or budget.

During the project delivery phase of a project the critical controls should be subjected to assurance in accordance with section 2.3.2.

2.1.4 Learning from Successes and Failures

After any significant event or change, a suitable analysis should be conducted to learn from both successes and failures. The learning should be recorded and action should be taken to ensure that the causes are treated such that subsequent issues are prevented and successes are repeated.

Wherever practicable, post-event or post-change analysis are integrated and embedded in applicable DFSI processes and procedures.

2.2 Requirement 2: Identifying Risks

2.2.1 Identify the Risk

A list of risks is identified, based on those risk events that might prevent, degrade, or delay the achievement of DFSI's business objectives. Key areas to consider when identifying risks to the business objectives include people, clients, customers, service delivery, financial, regulatory, external events (e.g. natural disasters, man-made disasters, and security), ICT, health and safety, government requirements, fraud and stakeholders.

2.2.2 Identify the Causes

It is important that the potential causes of each risk are identified and recorded. In some cases, a cause may become a risk where it is considered that it requires its own controls and possibly its own risk treatment plan. As an example, a cause of the strategic risk '*Fraud or corruption*' could be '*risk and benefits register not kept up to date and requirements not understood*'. This cause may also need to be dealt with as a risk at the operational level (Division / Related Entity / Business Unit), as it requires its own controls and treatments to manage.

2.2.3 Identify the Impacts

It is also important to identify the potential impacts of a risk, particularly when determining the consequence and risk rating. It is quite possible for the impacts to occur in a number of areas of Table 3 Consequence Criteria, but also several times within an area of consequence. For example, an impact of risk around '*Fraud or corruption*' may be rated highest as a '*regulatory non-compliance*' consequence but the impacts on the organisation

could include ‘a reputation, financial, media interest/reporting, client/stakeholder negative feedback, etc’.

2.3 Requirement 3: Analyse the Risk

To analyse a risk to determine its severity, a risk matrix is used to identify the highest impact consequence with the likelihood of it happening.

A consequence rating is chosen from Table 3 on the basis of the highest potential adverse impact on DFSI and its stakeholders. Where there is more than one type of consequence possible, the one that gives the most severe adverse consequences is chosen as the basis for the rating.

Once the risk has been identified, a likelihood rating is chosen from Table 4 on the basis of the corresponding likelihood that DFSI and its stakeholders could be affected.

2.3.1 Risk Rating

The risk rating is the outcome of the combination of consequence and likelihood using Table 5. To determine the overall risk rating, (expressed as Extreme, High, Medium and Low), the consequence and likelihood are combined in the risk matrix. The final overall risk rating is reviewed by the appropriate manager, based on the DFSI risk appetite and reporting requirements.

The risk ratings are expressed as follows:

- the **inherent risk** is the rating of the risk **before** existing controls and its effectiveness are taken into account
- the **residual risk** is the rating of the risk **after** existing controls and its effectiveness are included in the assessment
- the **target risk** is the rating of the risk **after** any treatment plan outcomes, are applied to the residual risk rating.

2.3.2 Risk Controls and Effectiveness

Any controls listed as a mitigating factor must then be assessed for their control effectiveness when determining the residual risk. This determines how the residual risk is rated compared to the inherent risk rating. Refer to Table 2 Control Effectiveness for ratings and explanations.

The assessment of control effectiveness requires a robust and defensible assessment of controls. A quantitative assessment technique can be used to determine the adequacy of existing controls to mitigate a particular risk.

For example, a control to mitigate the risk of 'Fraud or corruption' occurring, could be 'gift and benefits register in place', but as an example, the control may only be rated 'needs improvement' on Table 2: Control Effectiveness. The reason for the control effectiveness being rated as 'needs improvement' may be because a survey of staff has been undertaken which indicates that whilst there is a gifts and benefits register in place, the 'requirement to complete the gift register is not understood by all staff, particularly temporary staff'. As a result, the control is determined to be weak and does not adequately mitigate the risk. In this example the recommended action would be that management implements further controls/actions to manage the risk and improve the standard of control effectiveness.

Table 2 Control Effectiveness

Control Effectiveness	Internal Audit Rating	Guide
Effective	5	Controls are well designed for the risk, are largely preventative and address the root causes The controls are effective and reliable
Mainly Effective	4	Well controlled with some control weaknesses / areas for improvement identified
Adequate	3	Reasonable level of controls, however, some control weaknesses of concern identified
Needs Improvement	2	Adequate level of control in some areas, however, significant control weaknesses in a number of areas
Non-Effective	1	Poorly controlled. Significant weaknesses in internal controls <u>OR</u> The controls that can be put in place are very limited due to the type of risk (beyond control of DFSI)

Table 3 Consequence Criteria

The following table is a generic table for use within DFSI Divisions, Related Entities, Business Units or projects. Variations to this generic table in Divisions', Related Entities', Business Units' or projects' risk frameworks can occur; however, any variation to the consequence table needs to be reviewed and agreed with the DFSI Director Risk Services.

DFSI Risk Consequence Table					
Scale	Negligible (1)	Minor (2)	Moderate (3)	Major (4)	Severe (5)
Criteria	Risk has negligible consequences and can be managed within existing resources and budget.	Risk has minor short-term impact on the achievement of objectives and can be resolved within existing resources and budget.	Risk may affect the achievement of some objectives and can be resolved through the reassignment of resources.	Major impact that would disrupt business activities and may threaten DFSI's ability to achieve organisational objectives.	Significant threat to DFSI's functions and ability to fulfil its purpose and organisational objectives.
Budget, Revenue and Capital Spend²	Negligible increased costs by, whichever is lowest, <\$100K or <2% of full year total expenses budget Revenue leakage <3% of total revenue budget Capital under or over-spend <3%	Minor increased costs by whichever is lowest \$100K to <\$500k or 2% to <5% of full year total expenses budget, with minor impacts Revenue leakage 3% to <10% of total revenue budget Capital under or over-spend 3% to <10%	Moderate increased costs by, whichever is lowest, > \$500K to <\$5m or >5% to 8% of full year total expenses budget, with significant impacts Revenue leakage >10% to <15% of total revenue budget Capital under or over-spend > 10% to <15%	Major increased costs by, whichever is lowest, \$5m to <\$10m, or 8% to <12% of full year total expenses budget, with major DFSI wide impact Revenue leakage 15% to <20% of total revenue budget. Capital under or over-spend >15% to <20%	Severe increased costs by, whichever is lowest, \$10m+ or 12%+ of full year total expenses budget, with severe DFSI wide impact Revenue leakage 20%+ of total revenue budget Capital under or over-spend 20%+

² Consequence criteria for Budget, Revenue and Capital Spend are to be reviewed annually and adjusted as required by the CFO.

DFSI Risk Consequence Table					
Scale	Negligible (1)	Minor (2)	Moderate (3)	Major (4)	Severe (5)
Criteria	Risk has negligible consequences and can be managed within existing resources and budget.	Risk has minor short-term impact on the achievement of objectives and can be resolved within existing resources and budget.	Risk may affect the achievement of some objectives and can be resolved through the reassignment of resources.	Major impact that would disrupt business activities and may threaten DFSI's ability to achieve organisational objectives.	Significant threat to DFSI's functions and ability to fulfil its purpose and organisational objectives.
Reputation, Stakeholders and Clients	No media attention No loss of client or stakeholder confidence Negligible impact on reputation	Minor level adverse publicity in local media and no broader media reporting May create some short-term, temporary concern amongst clients or stakeholders Readily controlled negative impact on reputation	Limited adverse publicity May create temporary loss of credibility to clients or stakeholders Ministerial enquiries Verbal advice required to Minister's office or Treasury	State-wide and/or national adverse publicity Lead and/or major story in media, with potential for lasting damage to reputation of DFSI Serious loss of credibility with clients, Ministers office and key stakeholders Written advice and follow up with Treasury or Minister's office	Repeated lead and/or major story in media Prolonged negative ministerial attention Critical long-term loss of credibility with clients, Ministers office and key stakeholders Royal Commission inquiry, or Major ICAC investigation/hearing, or adverse and published Auditor General findings
Our People	Very limited/transient staff engagement problems No threat to critical skills or business knowledge Little or no effect on operations	Minor staff engagement problems Short-term loss of skills and business knowledge, effect absorbed within routine operations	Key person loss Loss of a critical skill, or some loss of skills and corporate knowledge with programs/strategies compromised Some industrial disputes	Loss of critical skills and key people, programs/strategies cannot be delivered Capacity to attract quality staff is compromised Major industrial disputes	Significant loss of critical skills, key people and business knowledge, programs/strategies are not delivered Significant long-term industrial disputes involving multiple unions/large staff numbers

DFSI Risk Consequence Table					
Scale	Negligible (1)	Minor (2)	Moderate (3)	Major (4)	Severe (5)
Criteria	Risk has negligible consequences and can be managed within existing resources and budget.	Risk has minor short-term impact on the achievement of objectives and can be resolved within existing resources and budget.	Risk may affect the achievement of some objectives and can be resolved through the reassignment of resources.	Major impact that would disrupt business activities and may threaten DFSI's ability to achieve organisational objectives.	Significant threat to DFSI's functions and ability to fulfil its purpose and organisational objectives.
Service Delivery Internal	Minimal disruption to services Short infrequent disruptions to IT Services (<4 hours)	Some disruption to services provided by a business unit(s) or at a site IT Services not available for <1 day	Disruption to services provided by an operational unit or site, and affecting other operational units IT Services not available for >1 day and <3 days	Key DFSI operations / service provision disrupted Access to a Divisional office or several building levels/floors denied >3 days and <5 days IT services not available DFSI wide for >3 working day and <5 working days	Total shut down of operations and or access to premises denied >5 day IT Services not available DFSI wide for >5 days

DFSI Risk Consequence Table					
Scale	Negligible (1)	Minor (2)	Moderate (3)	Major (4)	Severe (5)
Criteria	Risk has negligible consequences and can be managed within existing resources and budget.	Risk has minor short-term impact on the achievement of objectives and can be resolved within existing resources and budget.	Risk may affect the achievement of some objectives and can be resolved through the reassignment of resources.	Major impact that would disrupt business activities and may threaten DFSI's ability to achieve organisational objectives.	Significant threat to DFSI's functions and ability to fulfil its purpose and organisational objectives.
Service Delivery External	Minimal or no impact on service delivery or operations	Minor disruption to service delivery and operations (1 to 2 hours)	Moderate disruption to operations due to restricted supply or services, requiring some alternate arrangements by management Client group dissatisfaction	Major disruption to operations due to significant loss of supply or services Some alternate arrangements difficult or unavailable Medium/short-term loss of business capability Major community or client dissatisfaction and high levels of complaints	Long-term loss of business capability Very significant and long-term disruption to supply or services Very few or no alternate arrangements available Significant level of community, client and executive dissatisfaction Significant Ministerial and/or Secretary intervention and dissatisfaction

DFSI Risk Consequence Table					
Scale	Negligible (1)	Minor (2)	Moderate (3)	Major (4)	Severe (5)
Criteria	Risk has negligible consequences and can be managed within existing resources and budget.	Risk has minor short-term impact on the achievement of objectives and can be resolved within existing resources and budget.	Risk may affect the achievement of some objectives and can be resolved through the reassignment of resources.	Major impact that would disrupt business activities and may threaten DFSI's ability to achieve organisational objectives.	Significant threat to DFSI's functions and ability to fulfil its purpose and organisational objectives.
Regulatory (Compliance, Legislation and Environment)	Minor non-compliance with minimal impact on operational business processes Rare legislative non-compliance, little or no effect on business operations Negligible impact on local environment	Regulatory non-compliance requiring local staff effort to rectify Isolated legislative non-compliance, effect managed at operational level Minimal impact on local environment	Regulatory non-compliance requiring management effort to rectify Control failures resulting in frequent legislative non-compliance Significant effect on DFSI business operations requiring changes to business processes Some impact on local environment	Regulatory non-compliance resulting in notification by a regulating authority Grossly negligent breach of legislation Formal investigations, disciplinary action, ministerial involvement Substantial impact on local and surrounding environments	Significant non-compliance which may result in fine to agency and/or prosecution Widespread serious or wilful breach Prosecutions, dismissals and Parliamentary scrutiny Severe impact on local and surrounding environments
Work, Health and Safety (Our people and the public)	Minor injury, first aid treatment, minimal or no lost work time	Moderate injury, medical treatment and lost work time resulting in compensation claim	Serious injury resulting in hospitalisation and/or significant compensation or public liability claim	Potential for multiple injuries Dangerous occurrence requiring notification to WorkCover	Catastrophic event involving multiple injuries or fatalities and/or dangerous occurrence from extensive/catastrophic damage to property and infrastructure

DFSI Risk Consequence Table					
Scale	Negligible (1)	Minor (2)	Moderate (3)	Major (4)	Severe (5)
Criteria	Risk has negligible consequences and can be managed within existing resources and budget.	Risk has minor short-term impact on the achievement of objectives and can be resolved within existing resources and budget.	Risk may affect the achievement of some objectives and can be resolved through the reassignment of resources.	Major impact that would disrupt business activities and may threaten DFSI's ability to achieve organisational objectives.	Significant threat to DFSI's functions and ability to fulfil its purpose and organisational objectives.
Major Projects (For use by Strategic Program and Performance Management Office Major Projects)	No threat to overall timeframe Negligible cost increase <5% Scope increase/decrease barely noticeable Quality degradation barely noticeable Insignificant impact on benefits	Delay <5% of original timeframe <5% cost increase or <\$100k, whichever is less Minor areas of scope affected Objective achieved but slight reduction in quality 5% to <10% benefits not delivered	Delay 5% to <10% of original timeframe 5% to <10% cost increase or \$100k to <\$250k, whichever is less Major areas of scope affected Objective achieved but quality reduced significantly 10% to <20% benefits not delivered	Delay 10% to <20% of original timeframe 10% to <20% cost increase or \$250k to <\$500k, whichever is less Scope increase/decrease unacceptable Quality reduction unacceptable with major impact on objectives 20% to <30% benefits not delivered	Delay 20%+ of original timeframe 20%+ cost increase or \$500k+, whichever is less Product or services does not meet key requirements Quality issues lead to non-achievement of objectives and outcomes are not delivered 30%+ benefits not delivered

Table 4 Likelihood Rating

The following table is a generic table for use within DFSI, and includes control effectiveness in the rating.

Likelihood Rating	Description	Frequency	Probability
Almost Certain (5)	<p>The event will almost certainly occur within next twelve months</p> <ul style="list-style-type: none"> Complex process with non-effective / no controls in place Impacting factors are outside of DFSI control 	Risk event could occur up to several times within the next twelve months or during project life, whichever is shorter.	>95%
Likely (4)	<p>The event is likely to occur within next twelve months</p> <ul style="list-style-type: none"> Previous audits/reports/reviews indicate a level of non-compliance Controls are inadequate to mitigate the risk and require improvement Impacting factors are outside of DFSI control 	Risk event is likely to occur once in the next twelve months or during project life, whichever is shorter.	70% to <95%
Possible (3)	<p>The event could occur in some circumstances</p> <ul style="list-style-type: none"> Previous audits/reports/reviews indicate a level of non-compliance Controls are reasonable/adequate to mitigate the risk but may still require improvement Some impacting factors may be outside of DFSI control 	Risk event may occur during the next twelve months or during project life, whichever is shorter.	30% to <70%
Unlikely (2)	<p>The event is not expected to occur during normal operations.</p> <ul style="list-style-type: none"> The event may occur but is unlikely to occur within next twelve months Process is non-complex Controls are in place and are mostly effective 	Risk event is unlikely to occur in the next twelve months or during project life, whichever is shorter.	5% to <30%
Rare (1)	<p>The event may occur only in exceptional circumstances.</p> <ul style="list-style-type: none"> No previous incidence of non-compliance Controls are effective and are being monitored regularly 	Risk event is not expected to occur for some time or during project life, whichever is shorter.	<5%

Table 5 Risk Rating Matrix

	Almost Certain	14	15	22	24	25	Risk Ratings Extreme (23-25) High (16-22) Medium (7-15) Low (1-6)
LIKELIHOOD	Likely	6	13	20	21	23	
	Possible	5	11	12	18	19	
	Unlikely	3	4	9	10	17	
	Rare	1	2	7	8	16	
		Negligible	Minor	Moderate	Major	Severe	
		CONSEQUENCE					

2.4 Requirement 4: Evaluating Risk

The results of risk analysis are subjected to risk evaluation to make decisions about whether further treatment is required, which risks need treatment, treatment priorities and whether the risk must be escalated to the next level of management for review (refer to Table 6 Residual Risk Rating Review Requirements).

Generally, a risk review involves four distinct steps, these being:

- comparison with similar risks
- escalation to the next level of management for review and acceptance, and then reporting and managing by an appropriate manager
- where required, the development of treatment plans to further reduce the residual risk rating
- regular review as required by the residual risk rating.

Table 6 Residual Risk Rating Review Requirements

Residual Risk Rating	Impact	Reporting and Review Requirements	Authority for Continued Tolerance of Risk or Changing Review Frequency
Extreme	Extreme adverse effect on DFSI Immediate Secretary / DFSI Executive Team action required	Reported immediately to the next level of management, then reviewed weekly until resolved or the risk rating changes to “high” Treatment action plans are required to reduce the risk rating	Secretary
High	Potential for high adverse effect on DFSI Action required by DFSI Executive Team member	Reviewed by the next level of management when initially rated and then every month unless approved by the appropriate authority and then to be reviewed no less than quarterly Treatment action plans should be considered to reduce the risk rating further Consideration of escalation of the risk to the Secretary; or to be managed at Division level	Responsible DFSI Executive Team member
Medium	Potential for medium adverse effect on DFSI Action required by responsible manager	Reviewed by the next level of management when initially rated and then every three months Treatment action plans could be used to reduce the risk rating further	Responsible Manager
Low	Low potential for adverse effect on DFSI	Ongoing control as part of a business as usual management, review no less than every six months	Risk Owner

The decision to tolerate a risk and continue the exposure should be based on a consideration of the:

- cost-effectiveness to further treat the risk
- willingness of DFIS to tolerate risks of that type and risk rating
- need to escalate the risk to the next level of management to manage.

Low risks may be accepted with minimal further treatment. They are to be monitored and reviewed periodically to ensure they remain tolerable.

2.5 Requirement 5: Treating Risks

Risk treatment is the activity of selecting and implementing appropriate treatment measures to modify and reduce the risk. Risk treatment includes, as its major element, risk controls and includes the treatment options below. Any system of risk treatment should provide efficient and effective internal controls. Additional treatments, in the form of treatment plans may be required if the residual risk rating is unacceptable, refer to Table 6 Residual Risk Rating Review Requirements.

Treatment options, which are not necessarily mutually exclusive or appropriate in all circumstances, should be considered in the order below:

- (1) **Risk avoidance:** to avoid a risk with a detrimental consequence by deciding not to proceed with the activity likely to create risk (where this is practicable).
- (2) **Changing the likelihood of the risk:** to enhance the likelihood of beneficial outcomes and reduce the likelihood of negative outcomes.
- (3) **Changing the consequences:** to increase the gains and reduce the losses, this may include emergency response, business continuity plans and disaster recovery plans.
- (4) **Risk transfer:** this may include taking the appropriate insurances or the requirement for a warranty as part of a contract.
- (5) **Risk tolerance without further treatment:** this involves an explicit decision to accept the risk.

Selecting the most appropriate treatment option involves comparing the cost of implementing each option against the benefits derived from it. In general, the cost of treating risks will need to be commensurate with the benefits obtained. Divisions and Entities are to determine if costs for treatment of risks can be met from within their budgets or if a corporate or Treasury funding request is required.

A number of treatment options should be considered and applied, either individually or in combination. Decisions should take account of the need to consider carefully rare but severe risks that may warrant risk treatment actions that are not justifiable on strictly economic grounds. Legal, reputational and reporting requirements may require more detailed analysis.

Additional risk treatments to reduce the residual risk rating may be resolved into either a treatment plan or a number of specific treatment plans and these are to be allocated to nominated individuals who are accountable for their completion. Once treatment plans have been completed they may, if appropriate as ongoing mitigation for a risk, become a control.

2.6 Requirement 6: Monitoring and Reviewing Risks

The DFSI Executive Team reviews all Strategic Risks on a quarterly basis, which includes:

- a risk management report for all DFSI risks rated 'extreme' and 'high'
- any significant changes in the risk profile (including emerging risks) since the last report and the reasons for the changes
- any other specific risk issues or concerns.

The DFSI Director Risk Services reports to the DFSI Executive Team every quarter on the following:

- all strategic risks
- any emerging strategic-level risks
- all risks that are rated 'extreme' or 'high'
- progress of the risk and resilience implementation within DFSI including any issues or concerns.

The DFSI Director Risk Services reports to the DFSI Audit and Risk Committee, and other Audit and Risk Committees as agreed, on:

- all strategic risks rated 'High' or 'Extreme'
- emerging risks
- risk and resilience program implementation progress.

Divisional / Related Entities / Business Unit risk champions (or nominated managers) need to ensure that prior to reports being provided to the DFSI Executive, DFSI Director Risk Services or Audit and Risk Committees that:

- risk, control and treatment owners have updated their risk, control, treatment plan in the risk register
- the Divisional / Related Entity / Business Unit risks register has been reviewed and approved by the relevant DFSI or Divisional Executive Team member or manager.

2.6.1 Recording Risks

All risks are to be recorded in risk registers. The outputs from each stage of the risk management process will be recorded appropriately and specifically. The DFSI Risk Services Branch will develop risk resources which align to ISO 31000:2009 *Risk*

Management Principles and Guidelines and best practice principles to assist Divisions / Related Entities / Business Units to develop consistent process for the capture and recording of risk and this information will be available via a 'knowledge bank' on the DFSI intranet.

These registers contain information about the relied-upon controls in terms of a description of the control and the control owner. Risk treatment plans are to be recorded in the appropriate section. The reports generated from the risk registers are defined as strategic, operational or project risk management plans.

Risk management plans are to contain for each risk, the:

- risk owner
- causes
- impacts
- inherent risk (*risk rating before controls are considered*)
- existing controls being relied upon, including the:
 - outline of the control in-place
 - name of the control owner for each control
 - review requirements.
- residual risk rating (*risk rating after controls and their effectiveness are considered*)
- treatment plans (if required) containing for each plan:
 - an outline of the treatment plan, the owner and expected completion date
 - the target risk rating (*risk rating after treatment plans are completed*).

2.6.2 Risk Register Review

Risk owners are to regularly review their risks, ensure that control owners and, where applicable, treatment plan owners are monitoring and reporting on their control and/or treatment plans.

Before reports are made to the DFSI Executive Team, DFSI Director Risk Services and Audit and Risk Committees, Divisions / Related Entities / Business Units are to ensure that risk registers, controls and treatment plans are up-to-date.

2.7 Requirement 7: Communication and Consultation Plan

The DFSI Risk Services Branch provides a risk management communication plan to provide general information for staff and specific information for those users of risk management within DFSI. The communication plan includes how information from users is to be obtained to ensure feedback is included in the ongoing review of risk management.

2.7.1 DFSI Risk Network

Division / Related Entity / Business Unit risk champions for risk management across the organisation meet informally as a risk network to share learning, mentor development and to assist with communicating risk management across their respective areas.

Information is shared within the risk network electronically and during individual or risk network meetings. A system is provided to manage the information flow and capture learning from the group. Further details on the risk champion's responsibilities are available in section 1.5.

2.7.2 Training Strategy

Training of all relevant managers and staff (those identified as being users of the system) about the risk management processes and the online risk management system is a major element of the implementation of the Framework. A training plan has been prepared that covers:

- awareness briefings for all relevant managers and staff
- competency training for both the DFSI and Divisional Executive Team members and nominated persons from Divisions, Related Entities, Business Units and projects on the risk and resilience documentation and the online risk management system
- periodic re-training and continuing professional development for nominated managers and/or project managers.

After the initial training program, regular refresher and new-starter training are conducted on a regular basis to ensure that existing users and new users are familiar with risk management within DFSI.

The DFSI Principal Officer Risk is responsible for administering the training plan.

Email contact is riskdfs@finance.nsw.gov.au.

3. Glossary of Terms

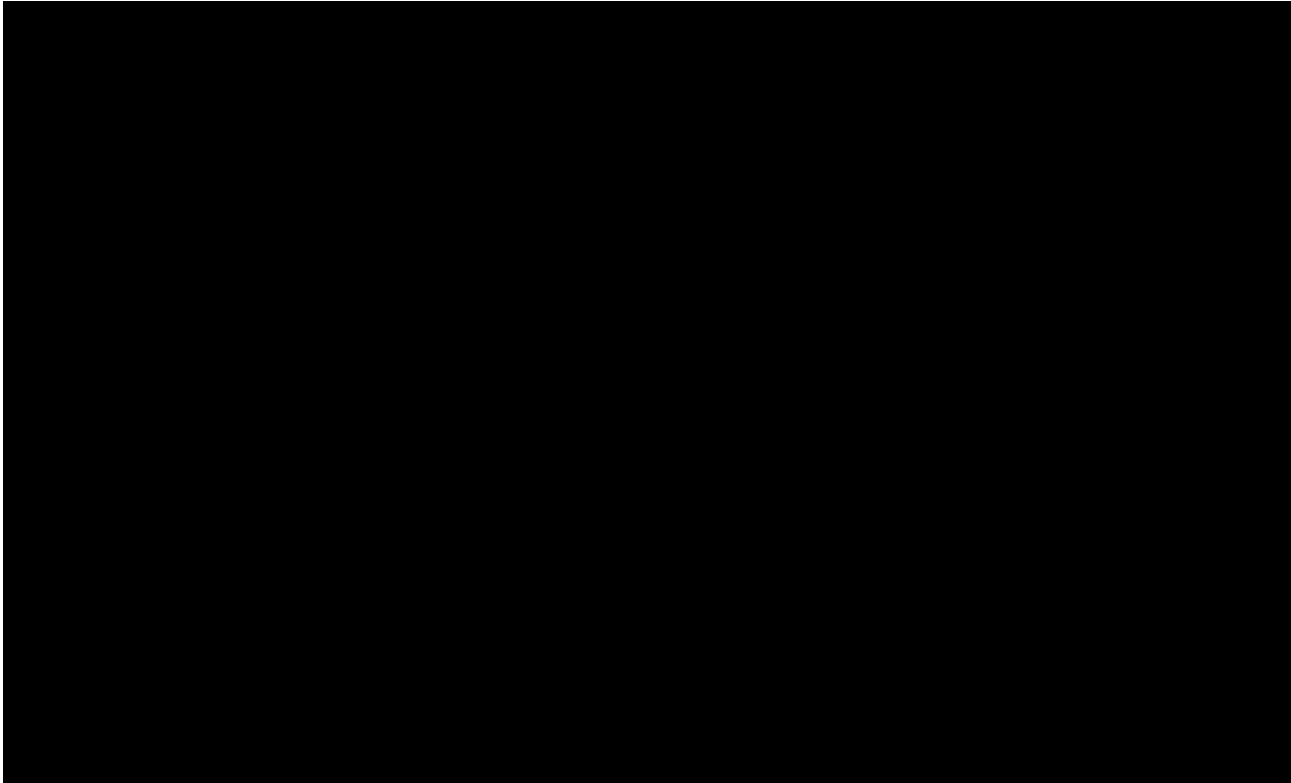
The following definitions are used throughout DFSI. All staff and contractors working for DFSI are to use these definitions. The definitions are consistent with ASNZS/ISO 31000:2009.

Term	Definition
Cause	Something that gives rise to or creates a risk.
Consequence	Positive or negative impact on an objective.
Control	Currently existing processes, policy, procedures or other actions that act to minimise negative risks and/or enhance opportunities.
Control Assessment	The periodic and systematic review of processes to ensure that controls are still effective and appropriate.
Control Effectiveness	A quantitative assessment of actual level of control that is currently present and effective compared with that which is reasonably achievable for a particular risk.
Control Owner	The person nominated as accountable for the assurance of the control to ensure that both the design and the operation of the control are effective.
ICT Risk Management	Information Communication Technology (ICT). The NSW Digital Information Security Policy mandates a risk-based approach to securing information, based on the ISO 27001 standard. DFSI has implemented a framework in line with the policy, with ICT risks being managed through an Information Security Management System (ISMS).
Inherent Risk	Initial assessment of the consequence and likelihood of the risk. Does <u>not</u> take into account the impact of existing controls or their effectiveness.
Issue	An issue is when something has gone or is going wrong and will affect the organisation.
Likelihood	The chance of something happening. May be defined, measured or determined objectively or subjectively and described verbally or mathematically.
Operational Risk	Risks associated with business-as-usual activities at the Division / Business Unit / Related Entity level that is normally managed within that area, unless the level of risk requires a review by the DFSI Executive and/or Secretary.
Project Risk	A risk which may significantly affect the likelihood of a projects being completed to planned time, quality and/or budget.
Risk Rating	Magnitude of a risk expressed in terms of the combination of consequences and their likelihood.

Term	Definition
Residual Risk	Risk rating remaining after controls are in place and effectiveness reviewed.
Resilience	Adaptive capacity of an organisation in a complex and changing environment.
Risk	Effect of uncertainty on objectives. (This may be a positive or negative impact)
Risk Appetite	The level of risk exposure and type of risk which is considered tolerable and justifiable should it be realised.
Risk Analysis	Process to comprehend the nature of risk and to determine the level of risk.
Risk Assessment	The overall process of identifying, analysing and evaluating risks and its controls. May involve qualitative or quantitative assessment.
Risk Avoidance	Decision not to be involved in, or to withdraw from, an activity based on the level of risk.
Risk Management	The culture, processes, coordinated activities and structures that are directed to realising potential opportunities or managing adverse effects. It includes communicating, consulting, establishing context, identifying, analysing, evaluating, treating, monitoring and reviewing risks.
Risk Management Framework	Set of components that provide the foundations and organisational arrangements for designing, implementing, monitoring, reviewing and continually improving risk management processes throughout the organisation.
Risk Management Plan	A plan which takes the Risk Register further, considering DFSI's appetite for the risk, any gaps between existing controls and appetite, and proposing treatments for any remaining risks, which are assigned to owners, given deadlines and monitored.
Risk Matrix	Tool for ranking and displaying risks by defining ranges for consequence and likelihood.
Risk Owner	The person with the accountability and authority for managing the risk and any associated risk controls or treatment plans.
Risk Register	Record of information about identified risks and management.
Risk Tolerance	The amount of risk the organisation is willing to accept based on the level of residual risk and effectiveness of controls.
Risk Treatment	Actions planned and undertaken to deal with any gaps between existing controls and the agreed appetite for the risk.
Risk Treatment Plan	Documents the risk treatment actions to be taken; includes details of separate tasks to address any gaps between existing controls, (see Table 6 Residual Risk Rating Review Requirements), and the risk appetite.

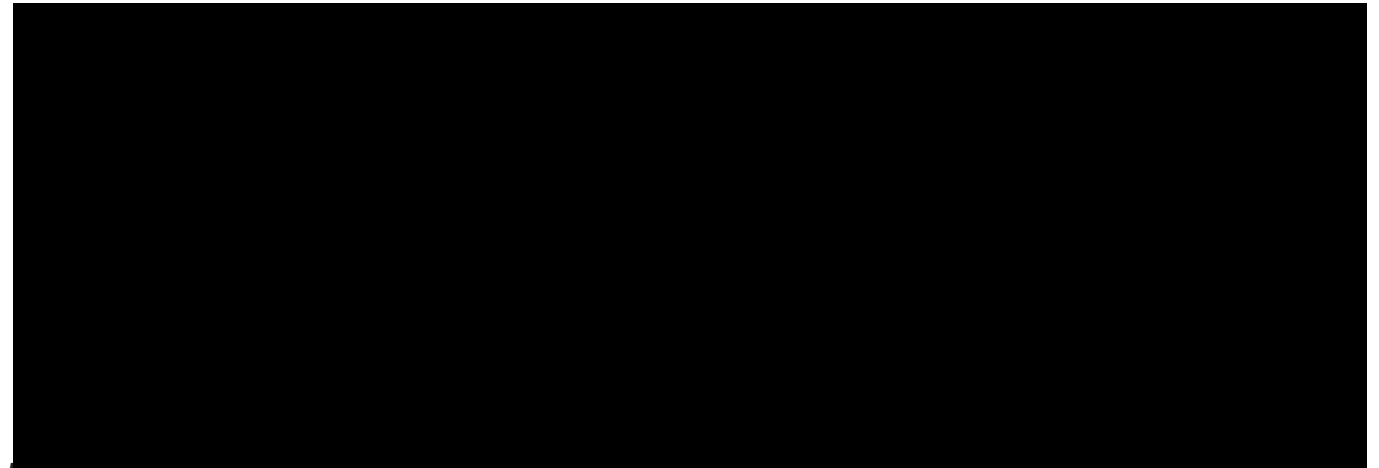
Term	Definition
Shared Risk	Is a risk which is shared with another DFSI Division/Entity and/or another external government agency/service provider/s; where both parties have a responsibility for the mitigation activities to manage/reduce the level of risk.
Strategic Risk	Internally or externally generated forces that may have a significant impact on the achievement of the DFSI strategic objectives and is managed by a DFSI Executive Team member.
Target Risk	The risk rating after any treatment plan outcomes are added to the residual risk assessment.
Treatment Owner	The person nominated as accountable for the completion of a risk treatment action plan.

4. Related Policies and Documents

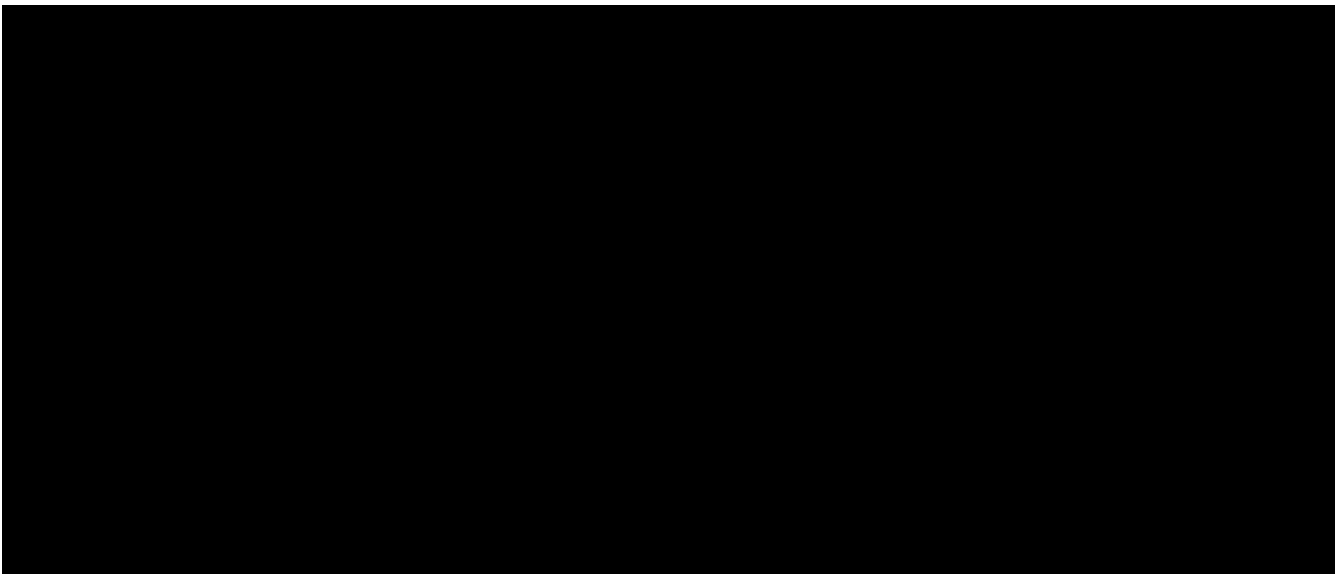


5. Document Control

5.1 Document Approval



5



5.3 Review Date

This policy will be reviewed in November 2016.

It may be reviewed earlier in response to post-implementation feedback from Business Units.



End User Computing Services

Schedule 12 – Project Implementation and Payment Plan Exhibit 3 Payment Plan

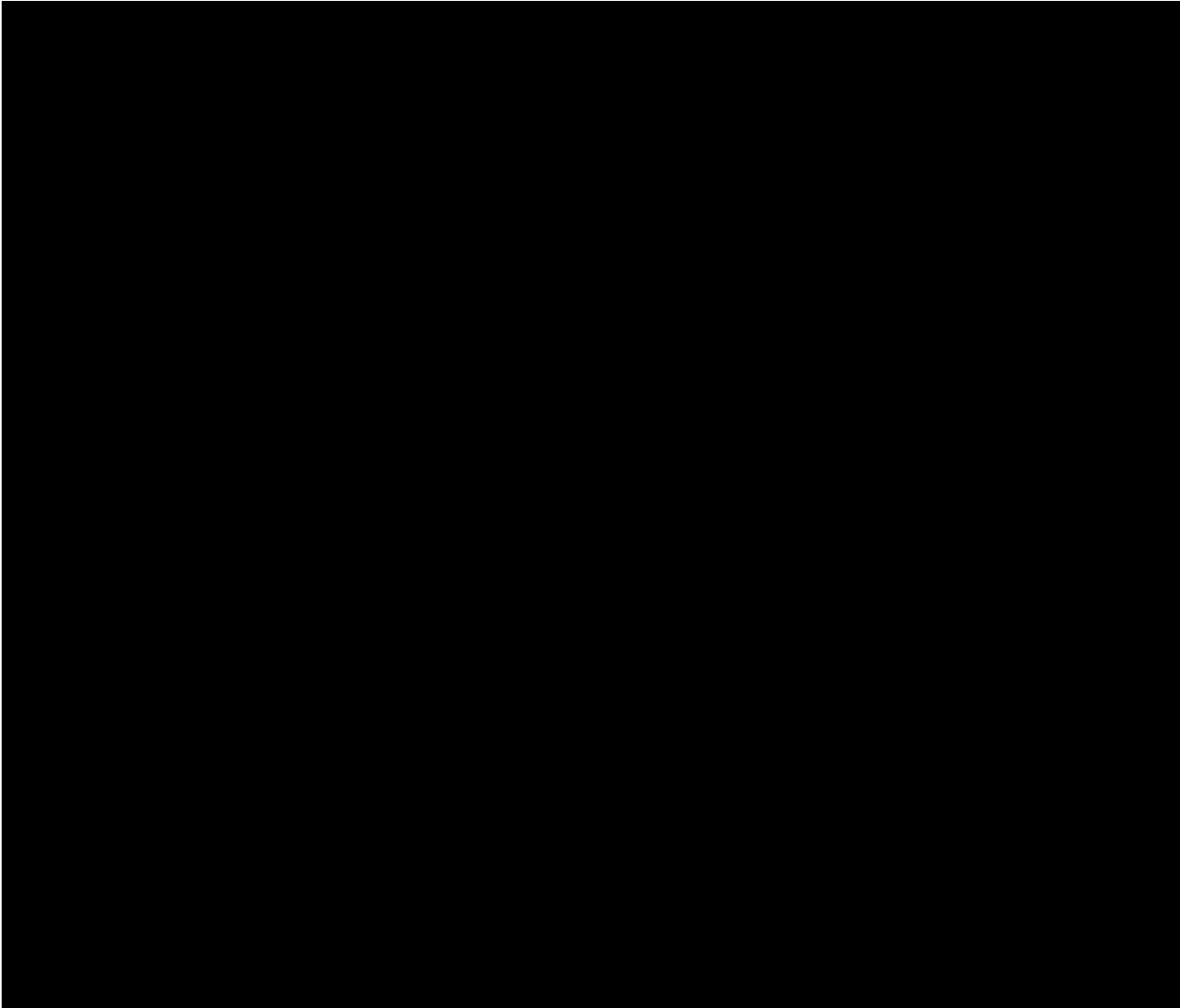
PROCURE IT VERSION 3.2 Customer Contract between

**The Crown in right of the State of New South Wales acting
through Department of Customer Service
(ABN 81 913 830 179)**

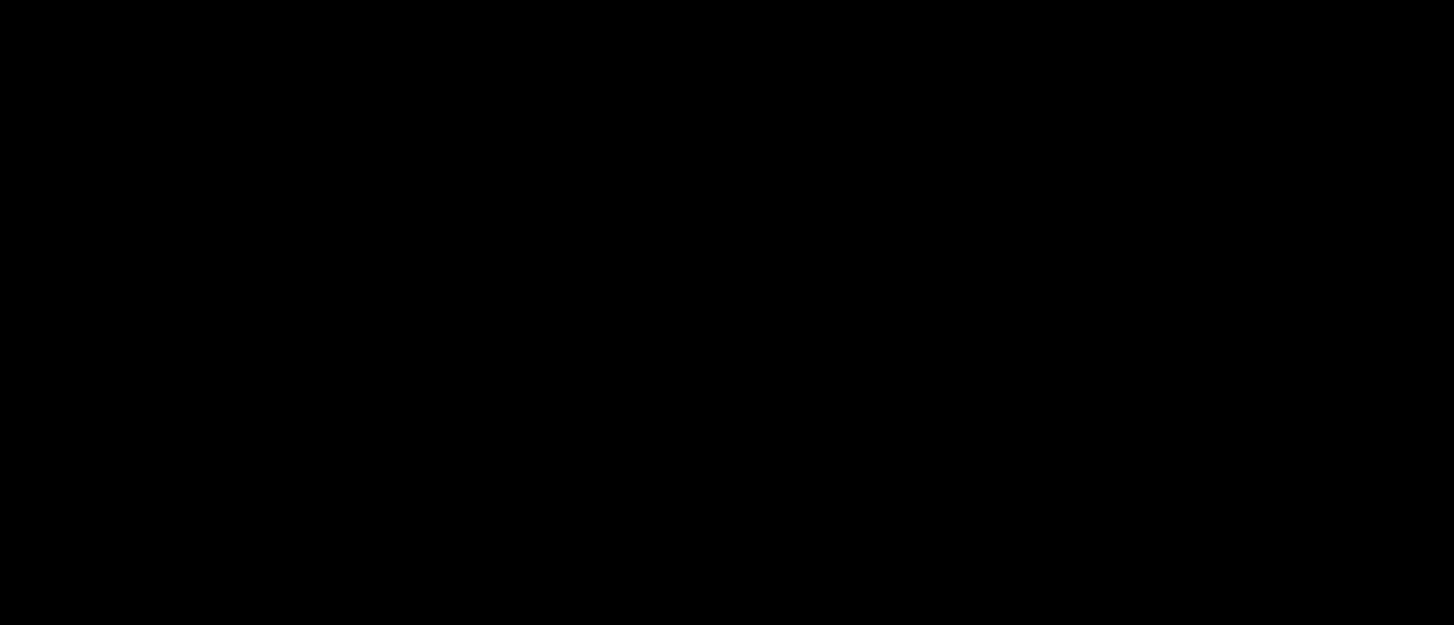
and

**Datacom Systems (AU) Pty Ltd
(ABN 39 135 427 075)**

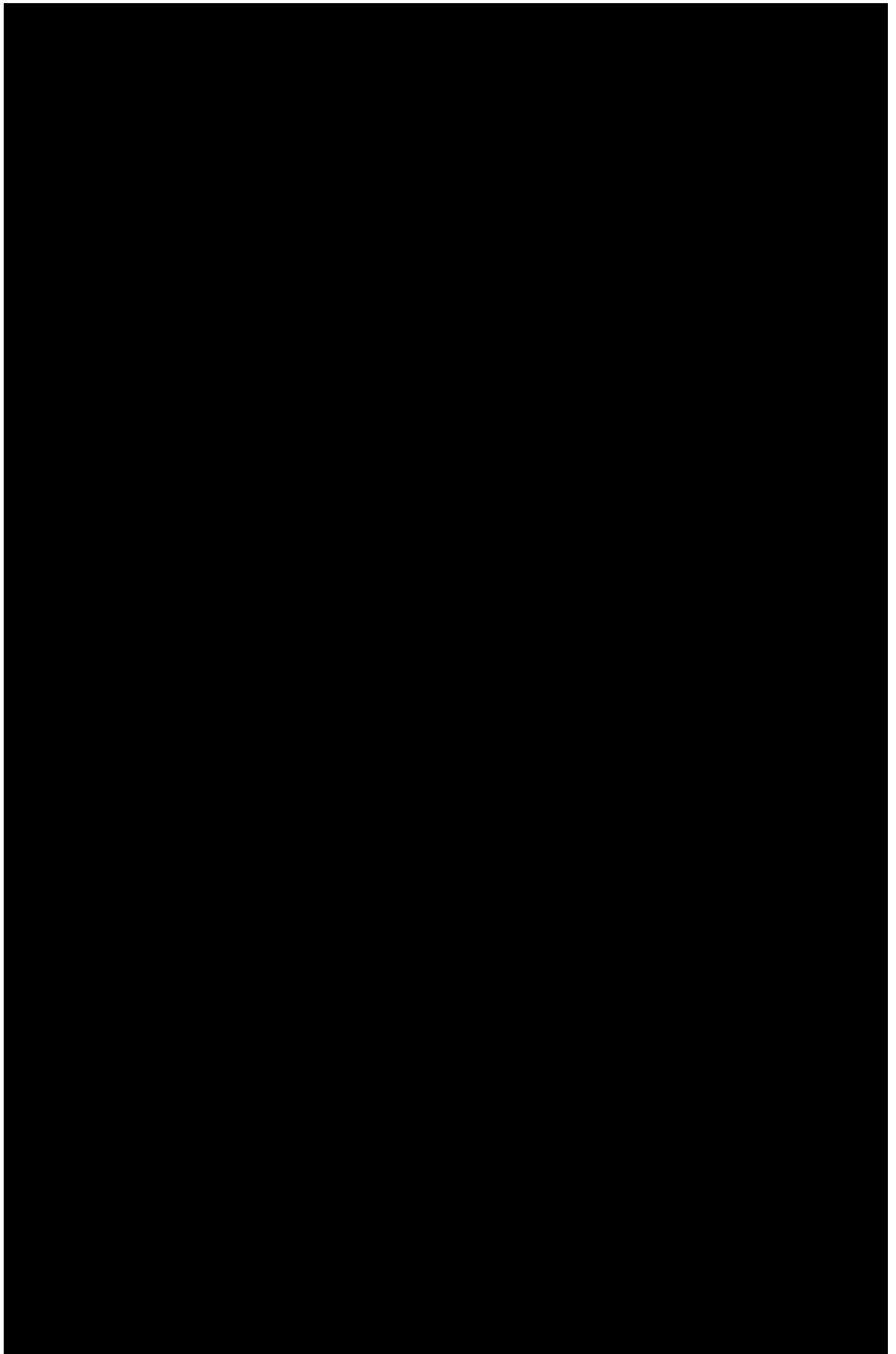
This document contains confidential and proprietary information of DCS. Except with the express prior written permission of Customer, this document and the information contained herein may not be published, disclosed, or used for any other purpose.



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Exhibit 3 – Pricing

Customer will need to provide Contactor with access to the Customer's Active Directory, for billing purposes. Customer will need to provide Contractor with access to the Customer's cloud instance of Intune for billing purposes.

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Exhibit 3 – Pricing

2.4 Managed Services Pricing Table

In the table below:

- (a) YR1 – means the period of 12 months after the Commencement Date;
- (b) YR2 – means the period of 12 months after the first anniversary of the Commencement Date; and
- (c) YR3 – means the period of 12 months after the second anniversary of the Commencement Date.

	Estimated Volume of Resource Units (subject to clause 2.6)	YR1 (first 6 months from the Go Live) Monthly Price Per Resource Unit (subject to clause 2.6)	YR1 (period from 6 months after Go Live to the 1st anniversary of the Commencement Date) Monthly Price Per Resource Unit	YR2 Monthly Price Per Resource Unit	YR3 Monthly Price Per Resource Unit	Monthly Price (YR1 - First 6 Months following Go Live)
End User Services (Except Advanced Analytics and Mobile Device Management)	8020	\$8.14	\$8.14	\$7.29	\$7.02	\$65,282.80
Mobile Device Management	1700	\$8.93	\$8.93	\$8.57	\$8.39	\$15,181.00
Advanced Analytics	8020	\$2.61	\$2.61	\$2.61	\$2.61	\$20,932.20
Service Desk Services	N/A	\$110,402.06	\$71,751.86	Not applicable	Not applicable	\$110,402.06
Onsite Services	8020	\$26.02	\$26.02	\$25.35	\$24.16	\$208,680.40
Tech Café Uplift	N/A	\$11,346.20	\$11,546.71	\$11,249.72	\$11,249.72	\$11,346.20
Total (per month for first 6 months following Go Live)						\$431,824.66

Unless stated otherwise, all Resource Unit Rates specified in this Schedule are monthly Resource Unit Rates.

2.5 Volumes

Baseline Volumes as at the Commencement Date are:

End Users	8020
Mobile Devices	1700

Should the volumes for End Users and Mobile Devices vary by more than 40% of these Baseline Volumes or reduce to less than 40% of these Baseline Volumes, then the Contractor and the Customer will meet and negotiate in good faith on any adjustment to the Price to account for any increased costs or savings to the Contractor which result from the variation in volumes from the Baseline Volumes. If the Parties are unable to reach agreement on a variation to the Unit Price, there is no change to the Price of the Managed Services and the Price will continue to be the Price in the above table.

Service Desk Tickets for the first 6 months from Go Live are estimated at 4650 per month, and for the second 6 months from Go Live Tickets are estimated at 3000 per month. Should volumes increase by more than 5% in each of 2 consecutive months, then the Contractor and the Customer will meet and negotiate in good faith an adjustment to the Price.

The price for increasing the Tickets is as follows:

First 6 months	Increase on the 4650 Tickets per month	\$5,520.10 per month for each 5% increase from 4650
Second 6 months	Increase on the 3000 Tickets per month	\$3,587.59 per month for each 5% increase from 3000

For the purposes of the above, **Ticket** means an individual Incident or Service Request in the Customer's Service Management Tool that is assigned to Contractor for resolution, but excluding:

- (a) any amendment, re-opening or re-issuing of an existing ticket;
- (b) any follow-up on an existing ticket or any ticket in relation to the same Incident or Service Request as an existing ticket, whether or not submitted by a different end user; and
- (c) tickets that are reassigned for resolution to groups other than Contractor (other than by any Level 1 service desk function performed by Contractor),

and the parties acknowledge and agree that any escalation or referral of a ticket will not be treated as a separate ticket.

2.6 First six months after Go Live

The Price for the first six months following Go Live will be invoiced (using the prices in the sixth column of the table in clause 2.4 of this Schedule) as though the Customer consumed the volumes indicated in the second column in the above table, regardless of the volume of Resource Units actually consumed. For example, the Price per month for End User Services in this period will be \$65,282.80, whether the volume of Resource Units consumed in this periods is 8020, or a higher or lower amount.

2.7 Other Periods

The Price for all other periods will be invoiced in accordance with the actual volume of Resource Units consumed by the Customer in accordance with the definition in section 2.3 above.

2.8 Price breakdown

End User Services includes the following Services (as per the Contract Specifications including – Schedule 12 (PIPP) Exhibit 1 - Services):

- Image Management
- Application Packaging
- Electronic Software Distribution
- Patch Management
- Desktop Security Management
- Windows 7 Device Support

Mobile Device Management is constructed of the Services as per the Contract Specifications including – Schedule 12 (PIPP) Exhibit 1 – Services.

Onsite Services is constructed of the Services as per the Contract Specifications including – Schedule 12 (PIPP) Exhibit 1 – Services. This excludes the Pop Up Tech Cafes.

Tech Café Uplift is the price to provide only the Pop Up Tech Cafes, not the permanent Tech Cafes, at the locations specified in the Customer Location table in Exhibit 1.

3. CPI Increases

On each anniversary of the Commencement Date, all Prices may be adjusted by the Contractor by giving the Customer 30 days' notice in writing prior to the anniversary of the Commencement Date. Such adjustment must be no greater than the percentage increase in CPI (All Groups Weighted Average of 8 Capital Cities) over the preceding 12 months from the date of notification.

4. Invoicing

4.1 Introduction

(a) The Contractor must invoice Customer in the manner specified in this section and clause 11 of the Customer Contract.

(b) All payments are subject to receipt by the Customer of a Correctly Rendered Invoice.

(c) The Customer will not pay the Service Provider any amount under the Customer Contract unless it receives a Correctly Rendered Invoice for the applicable Services.

4.2 Commencement

The obligation to pay for the Managed Services will commence from the Go Live of the Managed Services. No amounts are payable before this date and the Contractor may not invoice the Customer for the Managed Services prior to this date. For the avoidance of doubt, this does not apply to the payments of \$95,264.71 for the Transition In Services as outlined in clause 2.1 of this Exhibit.

4.3 Requirements for Invoicing

(a) The Contractor must provide a single monthly Correctly Rendered Invoice to the Customer in electronic format within fifteen Business Days of the end of the month in which the Services were provided. Subject to clause 2.6 of this Exhibit, the Price must be invoiced monthly in arrears based on the actual number of Resource Units consumed by the Customer during the month.

(b) Each Correctly Rendered Invoice must provide details on all the Service Categories provided including:

- The total volume of Services consumed and the unit price;
- Any pass-through charge (**Expenses**) incurred by the Contractor and approved by the Customer in writing prior to the Expenses being incurred by the Contractor;
- any amounts which are payable by the Contractor to the Customer for the costs of the Customer providing licences for the Contractor; and
- Service Credits payable by the Contractor.

(c) Each Correctly Rendered Invoice will specify the GST amount to be applied per line item (if applicable, in addition to the requirements of a Correctly Rendered Invoice as outlined in Part 3 of this Customer Contract).

4.4 Contractor assistance

The Contractor must make appropriate Contractor Personnel available to provide information to clarify or verify an invoice, as reasonably requested by the Customer.

5. Liquidated Damages

5.1 LD Obligation

The LD Obligation is the Completion of Milestone 5 (Go Live).

5.2 Agreed Date

The Agreed Date for achievement of the LD Obligation is Due Date for Go Live including as that date is extended in accordance with clause 1 of Part A of Item 43 to the General Order Form.

5.3 Amount and Cap

The Contractor will pay the Customer an amount of \$600 for each day the Contractor fails to achieve the LD Obligation by the Agreed Date up to a maximum of 60 days (after which no further Liquidated Damages is payable).

6. Term Incentive

6.1 Term Incentive

At the first anniversary of the Commencement Date, the Contractor will:

- Credit Customer with a sum of \$95,264.71 (ex GST). These funds will be allocated to a technology fund for Customer to use on any additional Services from the Contractor (which are not included in the scope of this Customer Contract) during the second year of the term of the Customer Contract. These exclude services that the Contractor is required to obtain from a sub-contractor because they cannot be performed using the personnel of the Contractor.
- Host a 2-day #thinksmash workshop (at no cost to the Customer) to assist Customer with defining how the technology fund can be utilised.

At the second anniversary of the Commencement Date, the Contractor will:

- Credit Customer with \$95,264.71 (ex GST) . This amount will be allocated to a technology fund for the Customer to use on any additional Services from the Contractor (which are not included in the scope of this Customer Contract) during the period from the second anniversary of Commencement Date to the third anniversary of the Commencement Date. These exclude services that the Contractor is required to obtain from a sub-contractor and because they cannot be performed using the personnel of the Contractor.
- Host a 2-day #thinksmash workshop (at no cost to the Customer) to assist the Customer with defining how the technology fund can be utilised.
- Any outstanding allocations in the technology fund from the previous year will be cancelled.

Any Services which are performed and charged against the above technology fund, but should have properly been performed as part of the Services provided for under this Customer Contract, will be reallocated back to the technology fund to be used in any period during the term of this Customer Contract. The labour rates that apply to work undertaken from the technology fund are as per Table 1.

At the end of the agreement:

- Any outstanding allocations in the technology fund will be cancelled.

7. Field Services

There are Prices payable for IMACS, these are outlined in **Table 2 IMAC Pricing Table**. There are no other additional Prices or charges for IMACS except for those included in the IMAC Pricing Table 2. IMAC are also as specified in Exhibit 1.

8. Rate Table

8.1 Daily rates

The Prices apply to Services which are not included in the initial Contract Specifications of the Customer Contract, where the Customer and the Contractor agree in writing that the Contractor will provide those Services for additional fees at the time and materials rates.

Table 1 Labour Rates

Role	Per Day - Rate Ex GST
Desktop Support (Level 1)	\$1,013
Desktop Support (Level 2)	\$1,050
Desktop Support (Team lead)	\$1,200
SOE management	\$1,200
Senior SOE Management	\$1,350
Application Packager	\$1,050
Desktop On-call	\$1,200
Wintel Server Level 1	\$1,125
Wintel Server Level 2	\$1,275
Wintel Server Level 3	\$1,500

8.2 Standard day

The above day rates are based on a standard 7.5 hour day. Contractor may not charge a higher amount in respect of any day unless agreed in writing in advance with the Customer.

9. Field Services IMAC Table

Table 2 IMAC Pricing Table

Field Services	IMACD Category	Price	Inclusions	Exclusions
Per onsite Support Call for non-Tech Café sites within Sydney Metropolitan area or within 30 minutes travel time of a site with a Tech Café For the first iMAC in site visit	@ CBD, City or Suburban	\$165.00	Services provided during Business Hours only and all travel time to and from location	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).
Per onsite Support Call for non-Tech Café sites within Sydney Metropolitan area or within 30 minutes travel time of a site with a Tech Café For 2nd to 9th onsite support call in same site visit	@ CBD, City or Suburban	\$125.00	Services provided during Business Hours only and all travel time to and from location	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).
Per Onsite Support Call non-Tech Café sites @ Other. For the first onsite support call in same site visit	@ Other	\$600.00	During business hours; includes travel time	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).
Per Onsite Support Call non-Tech Café sites @ Other. For 2nd to 9th onsite support call in same site visit	@ Other	\$165.00	During business hours;	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).

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Schedule 12 – Project Implementation and Payment Plan - Exhibit 3 – Pricing

			Services provided during Business Hours; individual IMAC requests up to a grouping of 10 individuals (or other requests for which a project is not agreed as per next column)	Any requests for IMACS>10 may be treated as a larger billable project by agreement between the Customer and the Contractor; Work required outside of Business Hours approved by Customer in advance are charged in accordance with the Rates table above
iMAC New EUD on a site with a Tech Café	@ Onsite	\$0.00		
iMAC New EUD for non-Tech Café sites within Sydney Metropolitan area or within 30 minutes travel time of a site with a Tech Café. For the first iMAC in site visit	@ CBD, City or Suburban	\$240.00	Includes all travel time of Contractor Personnel	
iMAC New EUD for non-Tech Café sites within Sydney Metropolitan area or within 30 minutes travel time of a site with a Tech Café. For 2nd to 9th iMAC in same site visit	@ CBD, City or Suburban	\$125.00	Includes all travel time of Contractor Personnel	
iMAC New EUD outside of the Sydney Metropolitan area and a greater travel distance than 30 minutes from a Tech Café site. For the first iMAC in site visit	@ Other	\$600.00	Includes all travel time of Contractor Personnel	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).
iMAC New EUD outside of the Sydney Metropolitan area and a greater travel distance than 30 minutes from a Tech Café site. For 2nd to 9th iMAC in same site visit	@ Other	\$165.00	Includes all travel time of Contractor Personnel	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).

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Schedule 12 – Project Implementation and Payment Plan - Exhibit 3 – Pricing

			Services provided during Business Hours; individual IMAC requests up to a grouping of 10 individuals (or other requests for which a project is not agreed as per next column)	Any requests for IMACS>10 may be treated as a larger billable project by agreement between the Customer and the Contractor; Work required outside of Business Hours approved by Customer in advance are charged in accordance with the Rates table above
iMAC Decom EUD on a site with a Tech Café	@ Onsite	\$0.00		
iMAC Decom for non-Tech Café sites within Sydney Metropolitan area or within 30 minutes travel time of a site with a Tech Café. For the first iMAC in site visit	@ CBD, City or Suburban	\$240.00	Includes all travel time of Contractor Personnel	
iMAC Decom for non-Tech Café sites within Sydney Metropolitan area or within 30 minutes travel time of a site with a Tech Café. For 2nd to 9th iMAC in same site visit	@ CBD, City or Suburban	\$125.00	Includes all travel time of Contractor Personnel	
iMAC Decom EUD outside of the Sydney Metropolitan area and a greater travel distance than 30 minutes from a Tech Café site. For the first iMAC in site visit	@ Other	\$600.00	Includes all travel time of Contractor Personnel	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).
iMAC Decom EUD outside of the Sydney Metropolitan area and a greater travel distance than 30 minutes from a Tech Café site. For 2nd to 9th iMAC in same site visit	@ Other	\$165.00	Includes all travel time of Contractor Personnel	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).

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Schedule 12 – Project Implementation and Payment Plan - Exhibit 3 – Pricing

iMAC Refresh for non-Tech Café sites within Sydney Metropolitan area or within 30 minutes travel time of a site with a Tech Café. For the first iMAC in site visit	@ Onsite	\$0.00	Services provided during Business Hours; individual IMAC requests up to a grouping of 10 individuals (or other requests for which a project is not agreed as per next column)	
iMAC Refresh for non-Tech Café sites within Sydney Metropolitan area or within 30 minutes travel time of a site with a Tech Café. For the first iMAC in site visit	@ CBD, City or Suburban	\$250.00	If new/decom done at the same time; Includes travel time	
iMAC Refresh for non-Tech Café sites within Sydney Metropolitan area or within 30 minutes travel time of a site with a Tech Café. For 2nd to 9th iMAC in same site visit	@ CBD, City or Suburban	\$130.00	If new/decom done at the same time; Includes travel time	
iMAC Refresh EUD outside of the Sydney Metropolitan area and a greater travel distance than 30 minutes from a Tech Café site. For the first iMAC in site visit	@ Other	\$600.00	Includes all travel time of Contractor Personnel	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).
iMAC Refresh EUD outside of the Sydney Metropolitan area and a greater travel distance than 30 minutes from a Tech Café site. For 2nd to 9th iMAC in same site visit	@ Other	\$165.00	Includes all travel time of Contractor Personnel	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).
iMAC Move EUD on a site with a Tech Café	@ Onsite	\$0.00	Services provided during Business Hours; individual IMAC requests up to a grouping of 10 individuals (or other requests for which a	Any requests for IMACS>10 may be treated as a larger billable project by agreement between the Customer and the Contractor; Work required

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Schedule 12 – Project Implementation and Payment Plan - Exhibit 3 – Pricing

			project is not agreed as per next column)	outside of Business Hours approved by Customer in advance are charged in accordance with the Rates table above
iMAC Move for non-Tech Café sites within Sydney Metropolitan area or within 30 minutes travel time of a site with a Tech Café. For the first iMAC in site visit	@ CBD, City or Suburban	\$150.00	Includes all travel time of Contractor Personnel	
iMAC Move for non-Tech Café sites within Sydney Metropolitan area or within 30 minutes travel time of a site with a Tech Café. For 2nd to 9th iMAC in same site visit	@ CBD, City or Suburban	\$80.00	Includes all travel time of Contractor Personnel	
iMAC Move EUD outside of the Sydney Metropolitan area and a greater travel distance than 30 minutes from a Tech Café site. For the first iMAC in site visit	@ Other	\$600.00	Includes all travel time of Contractor Personnel	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).
iMAC Move EUD outside of the Sydney Metropolitan area and a greater travel distance than 30 minutes from a Tech Café site. For 2nd to 9th iMAC in same site visit	@ Other	\$165.00	Includes all travel time of Contractor Personnel	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).
iMAC Upgrade EUD on a site with a Tech Café	@ Onsite	\$0.00	Services provided during Business Hours; individual iMAC requests up to a grouping of 10 individuals (or other requests for which a project is not agreed as per next column)	Any requests for IMACS>10 may be treated as a larger billable project by agreement between the Customer and the Contractor; Work required outside of Business Hours approved by Customer in

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Schedule 12 – Project Implementation and Payment Plan - Exhibit 3 – Pricing

				advance are charged in accordance with the Rates table above
iMAC Upgrade for non-Tech Café sites within Sydney Metropolitan area or within 30 minutes travel time of a site with a Tech Café. For the first iMAC in site visit	@ CBD, City or Suburban	\$75.00		
iMAC Upgrade for non-Tech Café sites within Sydney Metropolitan area or within 30 minutes travel time of a site with a Tech Café. For 2nd to 9th iMAC in same site visit	@ CBD, City or Suburban	\$40.00		
iMAC Upgrade EUD outside of the Sydney Metropolitan area and a greater travel distance than 30 minutes from a Tech Café site. For the first iMAC in site visit	@ Other	\$600.00	Includes all travel time of Contractor Personnel	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).
iMAC Upgrade EUD outside of the Sydney Metropolitan area and a greater travel distance than 30 minutes from a Tech Café site. For 2nd to 9th iMAC in same site visit	@ Other	\$165.00	Includes all travel time of Contractor Personnel	Any pass through travel expenses to be paid by Customer (which Supplier must ensure are in accordance with NSW State government travel policy and approved in advance by Customer).

Notes applying to the above table:

- All travel expenses must be approved in advance by the Customer before they are incurred and must only include expenses from the nearest Tech Café to the relevant Site.
- The Customer will not pay for any time taken for the Contractor's Personnel to travel to or from the sites.

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Schedule 12 – Project Implementation and Payment Plan - Exhibit 3 – Pricing

- Where a particular action can be categorised into one or more of the above listed iMAC services, the Contractor will only charge for the less expensive of the two iMAC services in the above table.
- Where Contractor is visiting a Site to perform multiple iMAC on a single visit, Contractor will charge only once for the first iMAC in the visit, and then for the 2th to 9th iMAC rate for the remaining number of iMAC.
- The iMACs relevant to each location are listed in the Customer Locations table in Exhibit 1.

Contractor covers the shipping costs, except for equipment sent from Customer's warehouse to the Contractor's offices, or from the Customer's warehouse to the Customer's own locations.

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PROCURE IT VERSION 3.2

MODULE ORDER FORM

MODULE 12 – MANAGED SERVICES

Box 1 Managed Services

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
Service Description (clause 1.11)	
<p>Specify the Managed Services to be provided, such as management of:</p> <ul style="list-style-type: none"> a. Hardware, desktop Environments, server Environments or mainframes; b. telephony services; c. software, databases or applications (excluding SaaS, IaaS and PaaS); d. help desk or support services; e. printers, copiers or print related services; f. any combination of the above; or g. any other technology or Environment that is agreed by the Parties. 	<p>The Managed Services to be provided by the Contractor are as follows:</p> <ul style="list-style-type: none"> a) end user services as set out in section 3 of Exhibit 1 (Services) of Schedule 12 – Project Implementation and Payment Plan; b) service desk services as set out in section 4 of Exhibit 1 (Services) of Schedule 12 – Project Implementation and Payment Plan; c) onsite services as set out in section 5 of Exhibit 1 (Services) of Schedule 12 – Project Implementation and Payment Plan; d) advanced analytics services as set out in section 6 of Exhibit 1 (Services) of Schedule 12 – Project Implementation and Payment Plan; e) any other Services described in the Contract Specifications which are intended to be part of the Managed Services; f) any services, functions and responsibilities not specifically identified above but are inherently required for the proper performance and provision of the services to be provided or other obligations and responsibilities identified as the Contractor's obligations or responsibilities in the Customer Contract
Contract Period (clause 2.1)	
Specify the Commencement Date	The Services Commencement Date is the date of Go-Live of the Managed Services (as that term is defined in Schedule 12 Project Implementation and Payment Plan – Exhibit 3 Payment Plan).
Specify the Contract Period (if different from default period)	The period commencing on Commencement Date until a date that is 3 years from the

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
<i>Note: default period under Module 12 is three years</i>	Commencement Date of this Customer Contract.
Specify the Consolidation Period <i>Note: the default Consolidation Period is the first month of the Managed Services</i>	90 days from Go Live of the Managed Services.
Performance and Pricing Assumptions (clause 1.4)	
Assumptions as agreed between the Parties regarding performance of the Managed Services and Price	No assumptions are incorporated into the Customer Contract.
Supplementary Processes (clause 4.13)	
Specify any supplementary processes and terms that apply to the Managed Services	None
System (clause 1.16)	
Specify the Contractor's information technology facilities dedicated to the provision of the Managed Services (unless set out in the PIPP)	Not applicable

Box 2 Transition In Plan

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
<p>Completion Date (clause 3.31)</p> <p>Specify the completion date for Transition In Services</p> <p><i>Note: the Transition In Plan is to be annexed to this Order Form. The completion date may be set out in the PIPP</i></p>	<p>The date which is 45 Business Days from the Commencement Date of this Customer Contract as that date is defined by Item 10 of the General Order Form.</p> <p>The Parties acknowledge that for the purposes of this Module 12 – The Transition Plan is Schedule 12 – Project Implementation and Payment Plan and all references in the Customer Contract to the Transition In Plan are references to Schedule 12 Project Implementation and Payment Plan.</p>
<p>Specification of Transition In Services (clause 3.3)</p> <p>Specify whether the Contractor is required to perform due diligence</p> <p><i>Note: ‘due diligence’ may include assessment and definition of the:</i></p> <ul style="list-style-type: none"> a. <i>Customer’s goals, requirements and expectations in respect of the Managed Services;</i> b. <i>Contractor’s understanding of the Customer’s and/or user’s experience and requirements in relation to the Managed Services;</i> c. <i>objectives to be met by the Contractor;</i> d. <i>nature and scope of the Managed Services, including Environment, the Assets, Client Contracts and Third Party Contracts (and any requirement to novate or assign any of them);</i> e. <i>end users who will be supported by the Managed Services;</i> f. <i>necessary Assets and Additional Items and how they may need to be procured;</i> g. <i>migration of Customer Managed Services Data;</i> h. <i>Transition In Plan;</i> i. <i>required Deliverables;</i> j. <i>resources required (including any Customer Supplied Items or Customer assistance);</i> k. <i>complexity of the project; and</i> l. <i>any Transition Out Plan.</i> 	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>For the avoidance of doubt clauses 3.3 to 3.10 of Module 12 (Managed Services) will not apply.</p>

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
Additional Assets or Additional Items to be acquired by the Contractor? (Clause 3.11)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, what are the Additional Items/Assets?
Valuation of Assets and Additional Items (clause 3.12)	
Specify the method of valuation for the Assets and Additional Items (unless set out in the PIPP)	Not applicable
Title and Risk to Assets and Additional Items (clause 3.14)	
Specify when Title to the Assets and Additional Items passes to the Contractor <i>Note: the default position is that Title passes on the Services Commencement Date</i>	Not applicable
Specify when Risk to the Assets and Additional Items passes to the Contractor <i>Note: the default position is that Risk passes on the date the Contractor takes possession of the Assets and Additional Items</i>	Not applicable
Client and Third Party Contracts (clause 3.15)	
Client Contracts or Third Party Contracts transferred to the Contractor?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, list the Client Contracts/Third Party Contracts
Party who bears the costs associated with novation of a Client Contract/Third Party Contract, procurement of management rights or the performing of obligations under clauses 3.16 and 3.17 <i>Note: the default position is Customer bears the associated costs</i>	Customer <input type="checkbox"/> Contractor <input type="checkbox"/>
Data migration (clause 3.23)	
Specify if the Managed Services require migration of the Customer Managed Services Data	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, list the Parties' obligations in relation to the migration of Customer Managed Services Data

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
Payment (clause 8.1)	
Specify the payment details for the Transition In Services	See Exhibit 3 of Schedule 12 – Project Implementation and Payment Plan.

Box 3 Transition Out

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
Specification of Transition Out Plan (clause 7.1)	
Specify if the Contractor must develop a Transition Out Plan	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<p><i>Note: the Transition Out Plan must include</i></p> <ul style="list-style-type: none"> a. Price payable for Transition Out Services; b. costs associated with selling, transferring, assigning or relocating assets exclusively used in the provision of the Managed Services; c. costs associated with winding down or stranded assets; and d. how and when the Price and any other sums are due and payable. 	<p>The Contractor must provide a Transition Out Plan that (at a minimum) meets the requirements of:</p> <ul style="list-style-type: none"> (a) clause 30.1 of the Customer Contract; (b) clause 7.1 of Module 12 (Managed Services) to the extent that the Transition Out Plan will set out that the Price to be paid by the Customer for the Contractor performing the Transition Out Services will be in accordance with the rates contained in the rate table in Exhibit 3 to Schedule 12 (PIPP); and (c) clause 7.2 of Module 12 (Managed Services).
Specify the Transition Out Services provided by the Contractor	The Transition Out Services required to be provided by the Contractor must:
<p><i>Note: Transition Out Services may include:</i></p> <ul style="list-style-type: none"> a. selling, transferring, assigning or relocating assets exclusively used in the provision of the Managed Services and the amount payable to the Contractor for such items; b. providing reasonable assistance in procuring novations or assignments of the Client Contracts/Third Party Contracts to a new services provider or to the Customer; c. returning or destroying documents or materials containing the Customer's Confidential Information together with any 	<ul style="list-style-type: none"> (a) address the matters set out in clause 7.2 of Module 12 (Managed Services); and (b) comply with the requirements and form as agreed in the Transition Out Plan(s). <p>The Parties agree that the Transition Out Plan will include the applicable resource rates. The method that is used to calculate the Price will be set out in the Transition Out Plan.</p>

<p><i>reproduction of those documents or materials;</i></p> <p>d. <i>transitioning the Managed Services to a new service provider or to the Customer; and</i></p> <p>e. <i>granting or assisting the Customer (or new service provider) to procure a licence to continue using any generally commercially available software in the Australian market which is the same as that being used in the System and any software owned by the Contractor which is integral to the ongoing provision of the Managed Services, subject to payment of licence fees by the Customer (or new service provider).</i></p>	
Specify the Transition Out Period (if different from the default period of 3 months)	

Box 4 Services

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
Security measures (clause 4.6)	
<p>Specify the level of security and encryption required for the Customer Managed Services Data</p> <p><i>Note: Contractor should provide security measures that are in line with best practice industry standards. Any access to the Customer Managed Services Data is subject to these measures</i></p>	See Item 25 (Secrecy and Security) of the General Order.
Additional Services (clause 6.2)	
<p>Specify the rates at which any Additional Services will be charged</p> <p><i>Note: if there is no rate specified, Additional Services will be charged as the Contractor's then current rates for government</i></p>	See Exhibit 3 of Schedule 12 – Project Implementation and Payment Plan.

Box 5 Service Levels

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
Personnel (clause 5.3)	
Specify any person/s who is/are organised by, or under the direction of the Customer	There are no persons being organised by or under the direction of the Customer who are relevant to the Contractor's ability to meet or

exceed the Service Levels.

Box 6 Payment

Details to be included from Module 12	Order Details agreed by the Contractor and the Customer
Payment for Services (clause 8.2)	
Specify how the Customer will pay the Contractor <i>Note: default position is Customer pays monthly in arrears</i>	See Exhibit 3 of Schedule 12 – Project Implementation and Payment Plan.
Payment for Assets and Additional Items (clause 8.4)	
Specify the period in which the Contractor must pay the Customer the purchase price for the Assets and Additional Items <i>Note: default position is within 30 days of receipt of a tax invoice, such invoice to be provided on or after the Services Commencement Date</i>	Not applicable
Licence fees for Contractor Services Data (clause 9.8)	
Specify any licence fees that must be paid by the Customer to the Contractor for the Contractor's Services Data	No such fees are payable.