



## Deed of Variation

Independent Pricing and Regulatory  
Tribunal of New South Wales (ABN 49 202  
260 878) ("**IPART**")

And

Accenture Australia Pty Ltd (ABN 49 096  
776 895) ("**Supplier**")

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# General Terms

## 1 Preamble

- a. The Supplier and IPART are parties to the ICTA.
- b. Pursuant to clause 39.6 of the ICTA, the Supplier and IPART agree to vary the ICTA as set out in this Deed of Variation.

## 2 Definitions and Interpretation

- a. **Deed of Variation** means this deed.
- b. **ICTA** means the ICT Agreement between the Supplier and IPART with a Commencement Date of 23 December 2021.
- c. All other words and phrases used in this Deed of Variation have the same meaning as, and are to be interpreted in accordance with, the terms of the ICTA.

## 3 Variation to ICTA

- a. The parties agree to vary the Order Form of the ICTA (including by adding an additional Statement of Work) to the terms set out in Attachment A.
- b. For the avoidance of doubt, the full terms of the ICTA, as varied under this Deed of Variation, are set out in Attachment A.
- c. The variation takes effect from the date on which the last party executes this Deed of Variation.

## 4 General

- a. The parties may execute this Deed of Variation electronically (including through an electronic platform) and in one or more counterparts.
- b. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed of Variation.
- c. This Deed of Variation is governed by the Laws applicable in the State of New South Wales, Australia. The Supplier irrevocably and unconditionally submits to the sole and exclusive jurisdiction of the courts of New South Wales, Australia and the courts entitled to hear appeals from those courts.

EXECUTED as a deed.

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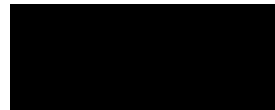
## Signing Page

### Signed as a Deed.

**SIGNED, SEALED AND DELIVERED** for and on behalf of **IPART** by a duly authorised person, in the presence of a witness:



*Signature of witness*



*Signature*

Michelle McIlvenny, Director Corporate Services, IPART

*Name of witness*

Carmel Donnelly PSM, Chairperson IPART

*Name of Signatory*

The document was signed and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000

22 December 2022

*Date*

22 December 2022

*Date*

**SIGNED, SEALED AND DELIVERED** for and on behalf of the **Supplier** by a duly authorised person in the presence of a witness:



*Signature of witness*



*Signature*

Helga Aranda

*Name of witness*

Matthew Ilijic

*Name of signatory*

21 Dec 2022

*Date*

21 Dec 2022

*Date*



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## Attachment A – ICTA (as varied)



# **Digital.NSW ICT Purchasing Framework**

## **ICT Agreement (ICTA)**



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# ICT Agreement (ICTA)

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- Parties**
- The party identified at Item 1 of the Order Form (**Customer**)
  - The party identified at Item 4 of the Order Form (**Supplier**)



**Guidance note:** The parties' names and (where applicable) ABNs should be clearly described in the relevant parts of the Order Form, relevant Schedules and the execution clauses.

## Background

- A. The New South Wales Government's Digital.NSW ICT Purchasing Framework (**ICT Purchasing Framework**) is a suite of template documents which sets out standard terms and conditions to be used by Eligible Customers for the procurement of ICT related goods and services.
- B. The Supplier acknowledges and agrees that the New South Wales Procurement Board has directed that Government Agencies must, subject to applicable New South Wales Procurement Board Directions, use the ICT Purchasing Framework for the procurement of ICT related goods and services.
- C. This Agreement forms part of the ICT Purchasing Framework and contains the terms and conditions on which the Supplier agrees to carry out the Supplier's Activities.
- D. The Supplier has represented to the Customer that it has the relevant skills and experience to provide the Supplier's Activities.
- E. The Customer has agreed to appoint the Supplier, on a non-exclusive basis, to carry out the Supplier's Activities, subject to the Supplier's ongoing compliance with the terms and conditions of this Agreement, and the Supplier has agreed to accept that appointment.

## PART A: PRELIMINARIES

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### 1. Definitions and Agreement documents

#### 1.1 Defined terms and interpretation

In this Agreement the definitions and interpretation provisions set out in Schedule 1 apply.

#### 1.2 Agreement documents

This Agreement comprises the following documents:

- (a) any Additional Conditions;



**Guidance note:** Subject to relevant New South Wales Procurement Board Directions, Additional Conditions may be used to implement special requirements applicable to a particular ICT procurement or to augment or enhance the terms of this Agreement to address bespoke matters or risks. Where Additional Conditions are used, they will take priority over all other Agreement documents.

- (b) these Core Terms and Schedule 1;
- (c) the applicable Module Terms;



- (d) the Order Form and Payment Schedule (excluding any Additional Conditions or Supplier's Documents);
- (e) any other schedule, attachment or annexure to this Agreement (excluding any documents forming part of the Order Form);
- (f) any other document expressly incorporated into this Agreement as set out in the Order Form; and
- (g) any Supplier's Documents.



**Guidance note:** Where the parties agree to incorporate certain terms proposed by the Supplier into this Agreement, these should be clearly identified and introduced as Supplier's Documents pursuant to the process set out in clause 1.5 and not characterised as "Additional Conditions".

### 1.3 Order of precedence

In the event of any conflict or inconsistency between the documents set out in clause 1.2, the document listed higher in the list will prevail over the document listed lower in the list to the extent of such conflict or inconsistency, regardless of anything to the contrary in those documents.

### 1.4 Role of the Master ICT Agreement

Where this Agreement is made under a MICTA, the Supplier acknowledges that its MICTA with the Contract Authority constitutes a standing offer under which it offers to supply the deliverables, services and/or activities specified in the MICTA to Eligible Customers, including the Customer:

- (a) pursuant to the terms of the MICTA and this Agreement; and
- (b) at rates and prices which are the same as or less than those set out in the MICTA (and, upon the commencement of any Renewal Period, at rates and prices which are the same as or less than any reduced rates and prices then applying under the MICTA at the time of such renewal).



**Guidance note:** A Contract Authority may make a standing offer arrangement by agreeing a MICTA with a Supplier for the supply of particular ICT related goods, services and/or other activities by that Supplier to Eligible Customers.

Where a MICTA applies in relation to particular ICT goods, services and/or other activities supplied by a Supplier, all Eligible Customers who purchase ICT goods, services and/or other activities from that Supplier must (subject to the terms of the MICTA) do so pursuant to the terms of the MICTA and this Agreement (which is the contract agreed under that MICTA).

Where the MICTA does not apply, the Customer may acquire Deliverables and Services from the Supplier under this Agreement without reference to the MICTA.

### 1.5 Supplier's Documents

- (a) The parties acknowledge that the intent of incorporating any Supplier's Documents into this Agreement, where so agreed, is to supplement and elaborate the detail and specifications of particular Services and Deliverables and not to amend or contradict the terms set out in any of the documents listed in clauses 1.2(a) to 1.2(f).
- (b) The Supplier represents that the Supplier's Documents:

- (i) set out specific details regarding how the Customer may access, use and interact with particular Services or Deliverables; and
  - (ii) may describe other elements of the Services or Deliverables which the Supplier offers to provide to the Customer, such as technical and functional specifications, service characteristics and performance standards.
- (c) No Supplier's Documents will be incorporated into this Agreement except to the extent expressly specified in, and attached to, Annexure A of the Order Form.
- (d) Notwithstanding the incorporation of Supplier's Documents under clause 1.5(c), those Supplier's Documents do not apply to the extent that they:
- (i) deal with the same or similar subject matter as a provision of the Core Terms, Module Terms or any Additional Conditions (for example, provisions in the Supplier's Documents that deal with limitations of liability will not apply, in whole, as the Core Terms also deal with this subject matter);
  - (ii) are inconsistent, or in conflict, with the Core Terms, Module Terms or any Additional Conditions;
  - (iii) alter, or seek to alter, the legal obligations of, or relationship between, the Customer and the Supplier, as set out in the Core Terms, Module Terms or any Additional Conditions;
  - (iv) impose additional obligations or requirements on the Customer, beyond those set out in the Core Terms, Module Terms or any Additional Conditions; or
  - (v) limit any rights or remedies of the Customer or relieve the Supplier from any of its obligations or responsibilities under the Core Terms, Module Terms or any Additional Conditions.
- (e) Where any of the Supplier's Documents purport to override or otherwise vary the Core Terms, Module Terms or any Additional Conditions those terms will have no legal effect.
- (f) Except to the extent expressly set out in the Module Terms, no subsequent changes, amendments or updates to the Supplier's Documents will have any effect other than where made pursuant to a written variation under clause 39.6.

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## 2. Supplier's acknowledgments

- (a) The Supplier warrants, represents, acknowledges and agrees that it:
- (i) has the expertise to carry out the Supplier's Activities;
  - (ii) has satisfied itself about, and has obtained all information necessary to enable it to understand, the Customer's requirements under this Agreement in so far as they relate to the Supplier's Activities;
  - (iii) has satisfied itself as to the availability and suitability of the Materials, labour and resources necessary to perform its obligations under this Agreement;
  - (iv) has satisfied itself of the nature and extent of the Supplier's Activities and its obligations under this Agreement;

- (v) did not in any way rely on:
    - A. any information, data, representation, statement or document made by the Customer or its Personnel or provided to the Supplier by the Customer or its Personnel; or
    - B. the accuracy, adequacy, suitability or completeness of any such information, data, representation, statement or document,

for the purposes of entering into this Agreement, except to the extent that any such information, data, representation, statement or document forms part of this Agreement;
  - (vi) entered into this Agreement based on its own investigations, interpretations, deductions, information and determinations; and
  - (vii) is aware that the Customer has entered into this Agreement relying upon the warranties given by the Supplier under this Agreement, including in clauses 2(a)(i) to 2(a)(vi), 17.12, 33.2, 33.3 and in the Module Terms.
- (b) The Supplier further acknowledges and agrees that, where this Agreement is entered into under a MICTA, the Customer may appoint or delegate the enforcement of any of its rights from time to time under this Agreement to the Contract Authority.

### 3. Purchasing Services and/or Deliverables by Order

#### 3.1 Order Form

The Supplier must provide all Services and/or Deliverables specified in the Order Form and carry out all other Supplier's Activities on the terms of this Agreement.

#### 3.2 Electronic execution

Subject to applicable Laws, the parties may execute this Agreement and any document entered into under it, electronically (including through an electronic platform) and in one or more counterparts. Notwithstanding the manner in which a document under this Agreement is submitted or accepted, the terms of this Agreement will apply and any click-wrap, "pop-up" or other like terms and conditions of the Supplier appearing in the course of such submittal or acceptance will have no force or effect.



**Guidance note:** Electronic signatures and audio-visual witnessing is an evolving area of law. Where necessary, seek legal advice as to whether there are any legal restrictions that may apply to electronic execution (including through an electronic platform).

#### 3.3 Additional Orders

- (a) This clause applies where it is specified in Item 10 of the Order Form that the Customer may place Additional Orders for Services and/or Deliverables within the scope of this Agreement.
- (b) If, at any time during the Term, the Customer wishes to increase the volume or quantum of Services and/or Deliverables, the Customer may, in its sole discretion, do so by submitting a written notice to the Supplier for those increased Services and/or Deliverables. The written notice will be in the form required by the Customer and will include information relating to the Additional Order, including the number of additional Services and/or Deliverables required.

- (c) Except to the extent agreed by the parties in writing, any increased Deliverables and/or Services will be supplied for the same rates and charges specified in the Payment Particulars.
- (d) The parties agree that each time the Customer submits an Additional Order to the Supplier:
  - (i) that Additional Order forms part of this Agreement, and will not constitute a separate contractual relationship between the parties; and
  - (ii) the Supplier must increase the supply of the Deliverables and/or Services in accordance with that Additional Order, subject to any reasonable qualifications specified in Item 10 of the Order Form.

### 3.4 No exclusivity or minimum commitment

The Supplier acknowledges and agrees that:

- (a) except to the extent expressly set out in the Payment Particulars, the Customer is under no obligation to acquire any minimum volumes of Services or Deliverables or to meet any minimum spend level under this Agreement; and
- (b) the Supplier is not an exclusive provider of the Supplier's Activities (nor activities which are the same as or similar to them) to the Customer, and the Customer is not, by executing this Agreement, restricted in any way from engaging any other person to provide activities which are the same as, or similar to, the Supplier's Activities.

### 3.5 Additional Conditions

The parties agree to comply with any Additional Conditions.



**Guidance note:** Any applicable directions of the New South Wales Procurement Board should be checked and complied with when agreeing Additional Conditions that alter, or are in addition to, those terms and conditions specified in any of the Core Terms or Module Terms. Any Additional Conditions must be consistent with all applicable New South Wales procurement Laws and policies and New South Wales Procurement Board Directions.

### 3.6 Reseller arrangements

Where specified in Item 12 of the Order Form, the parties agree that the Supplier may provide particular Services and/or Deliverables in the Supplier's capacity as a reseller and subject to any Additional Conditions relating to the reseller arrangement.



**Guidance note:** Reseller arrangements take different forms. The terms and conditions that apply to reseller arrangements will differ depending on the Services and Deliverables and the type of reseller arrangement. Each reseller arrangement needs to be considered on a case by case basis and tailored Additional Conditions developed subject to relevant governmental approvals.

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## 4. Relationship and governance

### 4.1 General

The parties must perform their respective roles and responsibilities as set out in the Order Documents.



**Guidance note:** The Order Documents are defined in Schedule 1 and include not only the Order Form but also the Payment Schedule, all applicable Plans and the relevant Module Terms. Please note that certain Order Documents (namely, certain Plans) may come into effect after the Commencement Date.

## 4.2 Nature of relationship

Nothing in this Agreement creates or is intended to constitute a relationship between the parties of employer and employee, principal and agent, partnership or joint venturers, and neither party has authority to bind the other party. Neither party may hold itself out in any manner which is contrary to this clause 4.2.

## 4.3 Governance

- (a) Each party agrees to comply with any governance arrangements specified in the Order Documents, including any governance framework approved by the Customer pursuant to clause 4.3(b) (**Governance Framework**).
- (b) If specified in the Order Form, the Supplier must prepare and submit to the Customer for its approval a Governance Framework that contains the details specified in the Order Form. The Governance Framework must be submitted by the Supplier to the Customer's Representative by the time specified in the Order Form or such other time as reasonably required by the Customer's Representative.

---

## 5. Term

### 5.1 Initial Term

This Agreement begins on the Commencement Date and continues for the Initial Term, unless terminated earlier by agreement in writing between the parties or in accordance with the terms of this Agreement.

### 5.2 Renewal Period

- (a) Where a Renewal Period has been specified in Item 9 of the Order Form, the Customer may, in its sole discretion, extend the Term for a period not exceeding the relevant Renewal Period (up to, if any, the maximum number of renewals specified in that Item), by giving the Supplier a notice in writing at least 15 Business Days prior to the end of the then current Term (or such other notice period as may be specified in Item 9 of the Order Form).
- (b) Subject to clause 1.4(b), any Renewal Period exercised in accordance with clause 5.2(a) will be on the same terms and conditions of this Agreement as in effect at the end of the then current Term, unless the parties agree to amend this Agreement in accordance with clause 39.6.

## PART B: SUPPLIER'S ACTIVITIES

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## 6. Performance of the Supplier's Activities

### 6.1 General

The Supplier must carry out the Supplier's Activities in accordance with the timeframes, Specifications and requirements of this Agreement, including all requirements specified in the Order Documents.

## 6.2 Customer Supplied Items

- (a) Other than any CSI or any items expressly specified in the Order Documents or the Additional Conditions to be provided by an Other Supplier in connection with this Agreement, the Supplier must provide all necessary Materials and resources to carry out the Supplier's Activities in accordance with this Agreement.
- (b) The Supplier acknowledges and agrees that:
  - (i) unless the Customer agrees otherwise in writing, the Supplier will only receive access to the CSI specified in the Order Form;
  - (ii) the Supplier will obtain no title or interest to any CSI;
  - (iii) it is the Supplier's responsibility to inspect and assess any CSI before the Supplier or its Personnel use it to ensure the CSI is suitable and contains no defects; and
  - (iv) the Customer provides no warranty or representation about the suitability or fitness of any CSI for the Supplier's Activities or any other use (except to the extent the Order Form expressly contemplates CSI being put to a particular use or function in relation to this Agreement).
- (c) The following will not be a breach of this Agreement by the Customer, but in relation to Critical CSI, may entitle the Supplier to an extension of time if clause 6.8 applies:
  - (i) the Customer failing to supply the CSI at the times and in accordance with any requirements specified in this Agreement;
  - (ii) the Customer failing to maintain the CSI to any minimum standards specified in the Order Documents; or
  - (iii) any Other Supplier failing to supply items in accordance with any requirements specified in this Agreement.
- (d) The Supplier must:
  - (i) take all reasonable care of all CSI, including accounting for, preserving and handling all CSI in accordance with any requirements in the Order Form;
  - (ii) take reasonable steps to protect the CSI from any loss, destruction or damage;
  - (iii) not use any CSI other than:
    - A. for the purpose for which the CSI was designed and manufactured;
    - B. for the purpose of carrying out the Supplier's Activities in accordance with this Agreement; and
    - C. in accordance with any applicable third party terms and conditions relating to the use of, or dealing with, such CSI;
  - (iv) not modify or adapt any CSI without the prior written consent of the Customer;

- (v) promptly inform the Customer's Representative of any loss, destruction or damage to any CSI and (to the extent known) its cause and comply with any directions of the Customer in relation to such CSI;
  - (vi) not part with possession of any CSI unless the Customer has provided its prior written consent to do so, nor create or allow the creation of any lien, security interest or mortgage over any CSI; and
  - (vii) if specified in the Order Form, pay the costs for the CSI as stated in the Order Form, and pay those costs in accordance with the timeframes for payment set out in the Order Form or otherwise agreed by the Customer.
- (e) Unless other arrangements have been agreed by the Customer in writing, the Supplier must, at its cost, return any CSI to the Customer (or otherwise deal with CSI as directed by the Customer's Representative in writing) once it is no longer required for the purposes of this Agreement.
- (f) The Supplier is liable to the Customer for any loss, destruction or damage to CSI to the extent that any such loss, destruction or damage is caused or contributed to by the Supplier or its Personnel or resulted from the failure of the Supplier to comply with its obligations under this clause 6.2.

### 6.3 ICT Accessibility

- (a) The Supplier acknowledges that the Customer is committed to:
- (i) meeting Accessibility Standard AS EN 301 549 (**Accessibility Standard**); and
  - (ii) ensuring that the Services and Deliverables support access to information and communications technology for all Customer Users, regardless of disability.
- (b) Without limiting any other obligation under this Agreement, the Supplier must ensure that, to the extent reasonably practicable, all Services and Deliverables:
- (i) are available to Customer Users on a non-discriminatory accessible basis and do not infringe anti-discrimination Laws; and
  - (ii) meet the Accessibility Standard and any other accessibility requirements to the extent specified in the Order Documents (unless otherwise required by the Order Form).

### 6.4 Co-operation with the Customer and Other Suppliers

- (a) Each party agrees to reasonably co-operate with the other party and its Personnel to promote the timely progress of the activities contemplated by this Agreement.
- (b) The Supplier acknowledges that the Customer may require the Supplier to co-operate and work collaboratively with any Other Suppliers in connection with the provision of the Supplier's Activities.
- (c) Where stated in the Order Documents or at the reasonable request of the Customer, the Supplier must:
- (i) permit any Other Suppliers to carry out their work;
  - (ii) reasonably co-operate with any Other Suppliers;

- (iii) carefully co-ordinate and interface the Supplier's Activities with the services and work being carried out by any Other Suppliers in a manner that:
  - A. is as efficient and non-disruptive as reasonably practicable;
  - B. integrates, where applicable, with the services, works and deliverables that the Supplier and any Other Suppliers will provide; and
  - C. minimises the need for the Customer to be involved in resolving service problems or managing the tasks that the Supplier and Other Suppliers perform;
- (iv) carry out the Supplier's Activities in a manner that minimises disruption or delay to the work of Other Suppliers; and
- (v) comply with any additional requirements with respect to Other Suppliers or interfacing arrangements as specified in the Order Documents.

## 6.5 Project management

- (a) The parties must perform their obligations in accordance with any initial project plan that is included in the Order Documents or such other project plan that is approved by the Customer pursuant to this clause 6.5 (**Project Plan**).
- (b) Where specified in the Order Form, the Supplier must prepare and submit to the Customer's Representative for the Customer's approval a Project Plan that contains the details specified in the Order Form or in an Order Document.
- (c) The Supplier must submit the Project Plan by the date specified in the Order Documents or, where no date is specified, within 20 Business Days following the Commencement Date.
- (d) The Supplier agrees to update the Project Plan at the times or intervals set out in the Order Documents or at such other times as reasonably required by the Customer, including to reflect any Change Requests.
- (e) For clarity, the Project Plan is a Document Deliverable. Clause 8 therefore applies to the Project Plan, including any updates to it.

## 6.6 Staged implementation

- (a) Where the Order Documents specify that the Supplier's Activities will be carried out in different Stages, the Supplier must:
  - (i) carry out each Stage in accordance with the requirements and staging so specified in the Order Documents; and
  - (ii) not commence work on a Stage until it receives written notice from the Customer to proceed with the work in that Stage. Unless otherwise agreed by the parties in writing, the execution of this Agreement by the Supplier and the Customer is deemed to be sufficient notice to proceed with work on any first Stage described in the Order Documents.
- (b) Without limiting the Customer's rights under clause 6.6(c), at any time during the Term, the parties may:
  - (i) change the order of any Stages; or



- (ii) vary the Supplier's Activities by removing one or more Stages from the scope of the Supplier's Activities,  
  
by following the Change Control Procedure under this Agreement.
- (c) The Customer may, at any time during the Term, and without having to comply with clause 6.6(b) and the Change Control Procedure, by written notice to the Supplier, remove from the scope of this Agreement any future Stages in respect of which approval to commence work has not been given by the Customer under clause 6.6(a)(ii).
- (d) The Customer will have no liability to the Supplier in respect of any Stage(s) that may be removed from the scope of the Supplier's Activities, except for those costs stated in Item 28 of the Order Form (if any) as being recoverable by the Supplier in such circumstance or as otherwise agreed by the parties in writing.
- (e) Nothing in this clause 6.6 will prevent the parties adopting a different project delivery methodology to that described in clause 6.6 (including involving agile, iterative and/or parallel development activities or other project methodology which is not Stage-based). Where an alternative project delivery methodology is specified in the Order Form, the Supplier must carry out the Supplier's Activities in accordance with the requirements for that alternative methodology as specified in the Order Form.

## 6.7 Delays

- (a) The Supplier must manage the Supplier's Activities, including to:
  - (i) anticipate and identify potential failures to meet a Date for Delivery, Key Milestone or other timeframe under this Agreement (**Delay**) (including, to the extent known or able to be reasonably anticipated, those Delays that may arise due to the Customer or an Other Supplier); and
  - (ii) take all necessary steps within its reasonable control to avoid or mitigate those potential Delays.
- (b) The parties must keep each other informed of anything that they become aware of which is likely to cause a Delay.

## 6.8 Extension of time

- (a) If a Delay occurs and that Delay was beyond the reasonable control of the Supplier, the Supplier may request an extension of time on the terms of this clause 6.8.
- (b) To request an extension of time under clause 6.8(a), the Supplier must within five Business Days of the commencement of the occurrence of the Delay, give the Customer's Representative written notice of the:
  - (i) particulars of the Delay and the occurrence causing the Delay; and
  - (ii) extension of time claimed in days, together with the basis for calculating that period.
- (c) The Customer will reasonably consider any Supplier request to extend a Date for Delivery or Key Milestone where the applicable Delay was beyond the reasonable control of the Supplier, could not have been reasonably mitigated or worked around, and the Supplier has given notice as required by clause 6.8(b). The Customer may reduce any extension of time to the extent that the Supplier or its Personnel contributed to the Delay or the Supplier failed to take steps necessary both to preclude the cause of the Delay and to avoid or minimise the consequences

of the Delay. In all other circumstances, the Customer may grant, decline or impose conditions on the granting of such request in its sole discretion.

(d) Where the Supplier requests an extension of time under clause 6.8(b) and that Delay has arisen because of:

- (i) the Customer's breach of this Agreement;
- (ii) a failure to provide any Critical CSI; or
- (iii) the acts or omissions of an Other Supplier,

the Customer must grant an extension of time, of a duration reasonably determined by the Customer having regard to the extent to which the Delay was attributable to the relevant breach, failure, acts or omissions.

(e) Whether or not the Supplier has made, or is entitled to make, a Claim for an extension of time under clause 6.8(a), the Customer may, in its sole discretion, at any time by written notice to the Supplier, unilaterally extend a Date for Delivery or Key Milestone by written notice to the Supplier. For clarity, no extension of time granted by the Customer will result in an increase or decrease to the Price, unless separately agreed pursuant to an agreed Change Request.

(f) Notwithstanding clause 35.1, where:

- (i) any dispute or difference arises between the parties in relation to this clause 6.8 or its subject matter; and
- (ii) a project management committee or other governance forum, which meets at least monthly, is provided for in the Order Documents,

then the party claiming the dispute or difference has arisen must not issue a Dispute Notice pursuant to clause 35.1(b) in relation to that dispute or difference unless it has first raised and sought to resolve that dispute or difference in the next occurring meeting of that committee or forum, without resolution at such meeting.

## 6.9 Delay costs

(a) To the extent a Delay arises which is attributable to the Customer's breach of this Agreement, a failure to provide any Critical CSI or the acts or omissions of an Other Supplier, the Supplier:

- (i) may advise the Customer of any proposed changes to the Price, the quantum of which must not exceed any additional, incremental cost and expense (calculated on a cost-only basis) directly attributable to:
  - A. undertaking and implementing any workarounds or remedial measures which are within the Supplier's control to implement or adopt, and which would minimise or lessen the impact of that Delay; and
  - B. any increase in the Supplier's Activities, or in the cost of the Supplier's Activities, as a result of that Delay,

**(Additional Activities);**

- (ii) must accompany any advice under clause 6.9(a)(i) with sufficient supporting evidence to substantiate the calculation of its proposed changes to the Price in accordance with the principles set out in that clause; and

- (iii) may prepare and submit to the Customer a Change Request Form, which complies with clause 10, in respect of the Additional Activities referred to in clause 6.9(a)(i).
- (b) The parties will comply with the Change Control Procedure in relation to the Change Request initiated by that Change Request Form, including any approval, rejection or request for further information. For clarity, however (and subject to clause 6.9(c)), the Supplier is not required to perform any of the Additional Activities unless the Change Request is approved by the Customer.
- (c) Nothing in clause 6.9(b) will prevent the parties reaching some other written agreement in relation to the Additional Activities, for example, the Supplier performing aspects of the Additional Activities on an urgent and/or interim time and materials basis, subject to the subsequent formalisation of a detailed Change Request.

## 6.10 Site

- (a) Where specified in Item 16 of the Order Form, the Supplier must carry out the Supplier's Activities at the locations or sites specified in that Item (**Site**).
- (b) Where physical delivery of any Deliverables to a Site is required, the Supplier must, at no additional cost to the Customer, deliver any Deliverables:
  - (i) to the delivery area at the Site specified in the Order Form; and
  - (ii) on the Date for Delivery and between the hours stated in the Order Form,or as otherwise agreed in writing between the parties.
- (c) The Supplier warrants, represents and undertakes that it has, and it will be deemed to have, done everything that would be expected of a prudent, competent and experienced supplier in assessing the risks which it is assuming under this Agreement in relation to carrying out the Supplier's Activities at the Site, including visiting and inspecting the Site and its surroundings and making its own assessment of the risks associated with the conditions at the Site and its surroundings.
- (d) Any failure of the Supplier to do any of the matters mentioned in clause 6.10(c) will not relieve the Supplier of its obligations to carry out the Supplier's Activities in accordance with this Agreement.
- (e) The Customer:
  - (i) is not obliged to:
    - A. provide the Supplier with sole access to the Site; or
    - B. carry out any work or provide any facilities or Materials to the Supplier (other than CSI or such other items specified in the Order Form) which may be necessary to enable the Supplier to obtain adequate access to carry out the Supplier's Activities; and
  - (ii) may engage Other Suppliers to work upon, or in the vicinity of, the Site at the same time as the Supplier.
- (f) In carrying out the Supplier's Activities, the Supplier must:

- (i) minimise disruption or inconvenience to:
  - A. the Customer, occupiers, tenants and potential tenants of the Site in their occupation, use of or attendance upon any part of the Site; and
  - B. others having a right of access to the Site;
- (ii) comply with all Policies, Codes and Standards of the Customer applicable to access to and attendance at the Site and any additional requirements specified in Item 16 of the Order Form;
- (iii) at all reasonable times give the Customer's Representative, the Customer and any person authorised by the Customer access to the Supplier's Activities located at, or being carried out at, the Site (as applicable) or any location where the Supplier's Activities are being carried out; and
- (iv) facilitate the Customer's supervision, examination or assessment of the Supplier's Activities at the Site or any location where the Supplier's Activities are being carried out.

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## **7. Transition-In**

### **7.1 Application**

This clause 7 applies if specified in the Order Form that the Supplier is required to provide any Transition-In Services as part of any Stage or part of the Supplier's Activities.

### **7.2 Transition-In Plan**

- (a) If the Order Form specifies that a Transition-In Plan must be prepared with respect to the Supplier's Activities, by the date specified in the Order Documents, the Supplier must prepare, and submit to the Customer's Representative for the Customer's approval, a plan setting out how the Supplier will carry out the Transition-In Services.
- (b) For clarity, the Transition-In Plan is a Document Deliverable. Clause 8 therefore applies to the Transition-In Plan, including any updates to it.

### **7.3 Transition-In Services**

- (a) The Supplier must supply any Transition-In Services specified in the Order Documents or in any Transition-In Plan that is developed pursuant to clause 7.2.
- (b) The Transition-In Services must be provided by the Supplier for the period specified in the Order Documents. Where no period is specified in the Order Documents, the Transition-In Services must be provided in a prompt and timely manner that will ensure that the Supplier can meet the Dates for Delivery, Key Milestones and other timeframes under this Agreement.

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## **8. Document Deliverables**

### **8.1 General**

- (a) The process in this clause 8.1 applies to all Deliverables that comprise written, printed, digital or electronic Materials on which there is writing or other text or symbols, including all Plans (**Documents**) and which are subject to the Customer's approval under this Agreement.

- (b) The Supplier must submit all Document Deliverables to the Customer for approval in accordance with this clause 8 and by the dates specified in this Agreement or the Order Documents.
- (c) Document Deliverables must be submitted to the Customer's Representative, unless otherwise directed by the Customer in writing.
- (d) The Document Deliverables must:
  - (i) be in English;
  - (ii) be fit for their intended purpose;
  - (iii) be free of Defects;
  - (iv) in relation to any User Documentation, be current, complete, accurate and sufficient to enable the Customer and its Personnel to make full and proper use of the applicable Services and/or Deliverables; and
  - (v) comply with any applicable Specifications and any other requirements in the Order Documents.
- (e) A Document Deliverable will not be deemed approved by the Customer until the Customer notifies the Supplier in writing that it approves the relevant Document Deliverable, except where clause 8.2(f) applies.

## 8.2 Review

- (a) The Customer may:
  - (i) review any Document Deliverable (including any resubmitted Document Deliverable) prepared and submitted by the Supplier; and
  - (ii) within 15 Business Days of the submission by the Supplier of such Document Deliverable or resubmitted Document Deliverable (or any alternative timeframe set out in the Order Documents or otherwise agreed between the parties in writing):
    - A. approve the Document Deliverable; or
    - B. reject the Document Deliverable if, in its reasonable opinion, the Document Deliverable does not comply with the Specifications and other requirements of this Agreement.
- (b) The Customer will accompany any rejection under clause 8.2(a)(ii)B with a description of why the relevant Document Deliverable does not comply with the Specifications and other requirements of this Agreement.
- (c) A Document Deliverable does not fail to comply with the Specifications and other requirements of this Agreement exclusively because of:
  - (i) any opinion expressed in the Document Deliverable, provided that the opinion expressed is the professional opinion held by the Supplier;
  - (ii) the style, formatting or layout of the Document Deliverable, unless the style, formatting or layout is of a nature that it:
    - A. fails to meet the requirements in clause 8.1(d); or

- B. affects the readability or useability of the Document Deliverable; or
- (iii) semantics which do not impact the interpretation of the substantive matters conveyed in the Document Deliverable.
- (d) If the Customer gives the Supplier a notice rejecting a Document Deliverable under clause 8.2(a)(ii)B, the Supplier must, within five Business Days (or any alternative timeframe set out in the Order Documents or otherwise agreed between the parties in writing), prepare a revised version of the Document Deliverable which addresses all of the amendments and issues required by the Customer.
- (e) The parties must repeat the process in this clause 8.2 until the Customer approves each Document Deliverable in accordance with clause 8 or terminates this Agreement.
- (f) Where the period referred to in clause 8.2(a)(ii) elapses without the Customer approving or rejecting the Document Deliverable, the Supplier must submit to the Customer's Representative a written reminder notice identifying the Document Deliverable in respect of which it requires a decision by the Customer. If the Customer does not approve or reject the relevant Document Deliverable or otherwise communicate with the Supplier in relation to that reminder notice within 10 Business Days of its receipt, then the relevant Document Deliverable will be deemed to have been approved by the Customer.

### **8.3 No obligation**

- (a) The Customer does not assume or owe any duty of care to the Supplier to review any Document or Document Deliverable for errors, omissions or compliance with this Agreement.
- (b) No review, acceptance or approval of, comments upon, rejection of, or failure to review or comment upon or reject, any Document or Document Deliverable provided by the Supplier to the Customer under this Agreement or any other direction by the Customer about that Document or Document Deliverable will:
  - (i) relieve the Supplier from, or alter or affect, the Supplier's liabilities or responsibilities whether under this Agreement or otherwise at Law; or
  - (ii) prejudice the Customer's rights against the Supplier whether under this Agreement or otherwise at Law.

### **8.4 User Documentation**

- (a) The Supplier must, at its sole cost, provide the User Documentation to the Customer's Representative except where otherwise specified in the Order Form.
- (b) The User Documentation must be supplied in an electronic format and by the time specified in the Order Documents or, where no timeframe is specified, where reasonably required by the Customer.
- (c) Where it is specified in the Order Form that the Customer also requires any User Documentation in a hard copy format (or where otherwise requested by the Customer), the Supplier must provide the Customer's Representative with at least one copy of the User Documentation at no additional charge to the Customer.
- (d) The Supplier must ensure that any User Documentation that is supplied to the Customer's Representative:

- (i) provides adequate instructions on how to enable the Customer and Customer Users to utilise the Services and Deliverables (as applicable) without reference to the Supplier; and
  - (ii) complies with the same requirements as specified in clause 8.1(d) in relation to Document Deliverables.
- (e) The Supplier must update the User Documentation as is needed for the Customer and Customer Users to be able to use the Services and Deliverables (as applicable) in an efficient and effective manner.

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## 9. Defects

- (a) If, prior to the expiry of the Warranty Period, the Customer discovers or is informed that there is a Defect, the Customer may give the Supplier an instruction (with which the Supplier will comply) specifying the Defect and doing one or more of the following:
- (i) requiring the Supplier to correct the Defect, or any part of it;
  - (ii) advising the Supplier that the Customer will accept the Deliverable or Service, or any part thereof, despite the Defect; or
  - (iii) advising the Supplier that the Customer will accept the Deliverable or Service, or any part thereof, despite the Defect, in exchange for a reasonable reduction in, or adjustment to, the cost of the Deliverables or Services which were impacted by the Defect,
- and pursuing any other remedy it may have at Law or under this Agreement subject to compliance with the dispute resolution procedure in clause 35.
- (b) If, prior to the expiry of the Warranty Period, the Supplier identifies a Defect, the Supplier must notify the Customer in writing within one Business Day of identifying the Defect.
- (c) If, prior to the expiry of the Warranty Period, the Supplier identifies a Defect or an instruction is given under clause 9(a)(i), the Supplier must, at no cost to the Customer, correct the Defect:
- (i) in accordance with all applicable Service Levels, or if no applicable Service Levels apply, within 15 Business Days after the date on which the non-compliance was notified to, or identified by, the Supplier (or such other timeframe as agreed between the parties in writing); and
  - (ii) in a manner which will cause as little inconvenience to the Customer and Customer Users as is reasonably possible.
- (d) The parties acknowledge that where the Defect relates to any Services, the Customer may request that the Supplier, and the Supplier must, supply the affected Services again.
- (e) If multiple Defects are identified, the Customer may request the Supplier to prioritise the rectification of such Defects, and the Supplier must comply with any such request. However, for clarity, any prioritisation must remain consistent with any applicable Service Levels.
- (f) Unless otherwise agreed between the parties in writing, the Warranty Period will be increased by a period of time equivalent to the time that the relevant Services and Deliverables were unavailable or their functionality materially decreased due to a Defect.

- (g) The Customer's rights under this Agreement and at Law will not be affected or limited by:
  - (i) the rights conferred upon the Customer by this clause;
  - (ii) the failure by the Customer or the Customer's Representative to exercise any such rights; or
  - (iii) any instruction of the Customer under this Agreement.
- (h) For clarity, the Warranty Period will not be deemed to exclude or restrict any guarantee that is provided at Law with respect to any Deliverable or Service.

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## **10. Change Control Procedure**

### **10.1 Change Requests**

- (a) Either party may request a variation to the Supplier's Activities, including:
  - (i) varying the Specifications or the nature, quality or scope of the Deliverables and Services, the sequence or time in which they are performed or substituting alternative Materials (if applicable);
  - (ii) varying the order of any Stages or removing one or more Stages from the scope of the Supplier's Activities;
  - (iii) increasing, decreasing, omitting, deleting or removing any Deliverables and/or Services;
  - (iv) varying the CSI and/or any responsibilities or dependencies attributable to the Customer; and/or
  - (v) any change resulting in the Supplier providing services and/or deliverables that are materially different to the Services and Deliverables specified in the Order Form,

**(Change Request).**
- (b) Except to the extent expressly specified in the Module Terms, no Change Request is binding on either party or to be carried out by the Supplier until the Change Control Procedure specified in this clause 10 is followed.

### **10.2 Process for submitting and agreeing to Change Requests**

- (a) Each Change Request must be submitted in a form substantially similar to the Change Request Form included at Schedule 5 (or such other form approved by the Customer) and containing the details specified in that Change Request Form or such other details as may be reasonably required by the Customer.
- (b) Where rates and charges for any Change Requests, and/or a pricing methodology, have been specified in the Payment Particulars, then the Prices in the relevant Change Request must not exceed those rates and charges and must be based on any applicable pricing methodology specified in the Payment Particulars. Where no rates, charges or methodology are specified, prices must be based on those costs and expenses reasonably and necessarily incurred by the Supplier to implement the relevant Change Request.
- (c) The party receiving the draft Change Request Form must notify the other party in writing as to whether it:



- (i) approves or rejects the Change Request; or
  - (ii) requires further information in relation to any aspect of the Change Request.
- (d) The parties must respond to Change Requests and requests for information regarding Change Requests within seven Business Days of receiving the request or such other timeframe as reasonably agreed between the parties having regard to the nature and substance of the work required by the relevant request.
- (e) Each party will act reasonably in preparing, submitting, reviewing, considering and assessing Change Requests.
- (f) If a Change Request is approved, the:
- (i) parties must promptly execute the relevant Change Request Form; and
  - (ii) Supplier must perform the Supplier's Activities in accordance with the executed Change Request Form.
- (g) No Change Request is binding on either party or to be carried out by the Supplier until the relevant Change Request Form is executed by both parties in accordance with this clause 10.

### **10.3 Electronic transactions**

- (a) The parties may submit and execute Change Request Forms electronically (including through an electronic platform) and in one or more counterparts.
- (b) Unless otherwise directed by the Customer, either party may also submit Change Request Forms through its designated electronic ordering portal to which it may give the other party access from time to time.

### **10.4 Acknowledgements**

The parties acknowledge and agree that:

- (a) the Change Control Procedure does not apply to changes to the Core Terms, the Module Terms or any Additional Conditions, which must be effected in accordance with the variation procedure specified in clause 39.6;
- (b) the Customer does not need to follow the Change Control Procedure with respect to:
  - (i) Additional Orders submitted in accordance with clause 3.3; or
  - (ii) the Customer's exercise of its unilateral right to:
    - A. remove from the scope of this Agreement any future Stages pursuant to clause 6.6(c); or
    - B. reduce the scope of this Agreement pursuant to clause 29;
- (c) the Customer is not obliged to pay the Supplier for implementing any Change Request unless the parties have complied with this clause 10;
- (d) the Customer is under no obligation to place Change Requests;

- (e) if any Change Request made pursuant to the Change Control Procedure omits or removes any part of the Supplier's Activities, the Customer may thereafter either provide those Supplier's Activities itself or employ or engage third parties to do so;
- (f) the Customer may, in its sole discretion, agree or reject a Change Request;
- (g) no Change Request will invalidate, or amount to a repudiation of, this Agreement; and
- (h) each party must bear its own costs in preparing, submitting and negotiating any Change Request.

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## **11. Personnel**

### **11.1 Nominated Personnel**

- (a) The Supplier must ensure that:
  - (i) each of its Nominated Personnel is made available to perform their role/responsibilities as set out in Item 18 of the Order Form; and
  - (ii) it immediately notifies the Customer's Representative if the Supplier becomes unable or unwilling to comply with this clause 11.1 or otherwise breaches this clause 11.1.
- (b) The Supplier must not remove or replace any of the Nominated Personnel unless the:
  - (i) Customer requests that the Nominated Personnel are replaced pursuant to clause 11.3(e); or
  - (ii) Nominated Personnel are no longer available to carry out the Supplier's Activities due to a substantial change in the relevant Nominated Personnel's personal circumstances (including compassionate leave, carers' leave or other extended leave, serious illness, injury, death, termination of employment by the Supplier or resignation).

### **11.2 Replacement of Nominated Personnel**

If the Supplier is required to replace any Nominated Personnel in accordance with clauses 11.1(b) or 11.3(e), the Supplier must ensure that any replacement is:

- (a) approved by the Customer. The Customer must act reasonably in granting or withholding approval, or granting approval subject to conditions. If requested by the Customer, the Supplier must provide the Customer with such information as the Customer requires concerning any proposed replacement of any Nominated Personnel (including a resume and an opportunity to interview them); and
- (b) of equal or superior ability to, and has the required experience of, the original Nominated Personnel and meets the Personnel requirements specified in this Agreement.

### **11.3 Supplier's Personnel**

- (a) The Supplier must ensure that all of its Personnel engaged or employed by the Supplier in carrying out the Supplier's Activities:
  - (i) are aware of, and comply with, the Supplier's obligations under this Agreement as if they were the Supplier;

- (ii) prior to carrying out any part of the Supplier's Activities, are properly trained and qualified and have the requisite competencies, skills, qualifications and experience to:
    - A. perform the duties allocated to them; and
    - B. understand the Supplier's obligations under this Agreement, including with respect to privacy, security, confidentiality and safety; and
  - (iii) are provided with regular training to ensure that the Supplier's Personnel's skills and qualifications are maintained in accordance with all applicable Best Industry Practice.
- (b) On the Customer's request or as part of any audit conducted pursuant to clause 37.2, the Supplier must promptly provide the Customer or its nominee with evidence that the obligations under this clause 11.3 have been complied with (including with respect to the training of the Supplier's Personnel).
- (c) The Supplier must ensure that all of its Personnel, when on the Customer's premises or when accessing Customer Data or the Customer's systems, equipment or facilities, comply with the reasonable requirements and directions of the Customer (including with regard to the Customer's safety and security requirements).
- (d) The Supplier must ensure that its Personnel when entering any Site comply with any conditions of entry or other Site specific requirements as specified in the Order Documents or notified by the Customer to the Supplier from time to time.
- (e) The Customer may, acting reasonably and in its discretion, give notice in writing requiring the Supplier to remove any of its Personnel (including Nominated Personnel) from work in respect of this Agreement, together with its reasons for removal. The Supplier must promptly arrange for the removal of such Personnel and their replacement with Supplier Personnel reasonably acceptable to the Customer.
- (f) The Supplier must ensure that it (and where appropriate, its outgoing Personnel) effects a process that:
  - (i) minimises any adverse impact on, or delay in, the performance of the Supplier's Activities; and
  - (ii) effects a smooth transition between the outgoing and replacement Personnel, including by identifying and recording:
    - A. any processes and systems in place (or proposed) to manage the provision of the Supplier's Activities; and
    - B. the detail of any outstanding issues in relation to the Supplier's Activities,

for which any of the outgoing Supplier's Personnel were responsible.
- (g) The process for transition to the replacement Personnel by the Supplier must be performed as expeditiously as possible with regard to the Supplier's Activities, the Dates for Delivery and other timeframes under this Agreement, and to the reasonable satisfaction of the Customer.

- (h) The Supplier will be solely responsible, at its sole cost, for compliance with clause 11.2, including finding and replacing Supplier's Personnel in accordance with clause 11.3(e).
- (i) The Supplier must properly manage its Personnel resourcing (including any planned absences) to maintain a sufficient level of Personnel engaged or employed in the provision of the Supplier's Activities (both in terms of quality and quantity of such Personnel) to ensure that all relevant roles are, and continue to be, adequately resourced and that the Supplier's Activities are provided in accordance with this Agreement.

#### 11.4 Deed of Confidentiality and Privacy

- (a) If specified in Item 19 of the Order Form or at the request of the Customer's Representative, the Supplier's Personnel involved in the provision of the Supplier's Activities (or who may receive or have access to the Customer's Confidential Information or Personal Information in connection with this Agreement), must sign a deed in substantially the same form as the document in Schedule 6 or such other deed as required by the Customer (**Deed of Confidentiality and Privacy**).
- (b) Where the Customer requires an alternate Deed of Confidentiality and Privacy to that specified in Schedule 6, it must include obligations that are consistent with the privacy and confidentiality obligations under this Agreement.
- (c) Unless otherwise agreed by the Customer in writing, the Deed of Confidentiality and Privacy must be signed and returned to the Customer's Representative prior to the Supplier's Personnel commencing the Supplier's Activities or being provided with access to the Customer's Confidential Information or Personal Information.

#### 11.5 Subcontracting

- (a) The Supplier must not subcontract any of its obligations under this Agreement unless specified in Item 20 of the Order Form (or otherwise pre-approved by the Customer in writing). Such approval may also be given in respect of classes or categories of subcontractor or types of subcontracted activities and made subject to any applicable conditions. The use of permitted subcontractors may be withheld or given on such conditions as specified in the Order Form or otherwise notified by the Customer to the Supplier in writing.
- (b) If the Customer consents to the engagement of any subcontractor on a conditional basis, then the Supplier must comply with those conditions when it engages that subcontractor.
- (c) A permitted subcontractor may not further subcontract the relevant obligations to another person without the Customer's prior written consent.
- (d) The Customer may, by written notice to the Supplier, revoke its consent to any permitted subcontractor if the Customer, acting reasonably, has concerns about that permitted subcontractor's or its personnel's:
  - (i) performance of the Supplier's Activities; or
  - (ii) compliance with (or ability to comply with) the terms of this Agreement.
- (e) Where practicable to do so, the Customer must engage in reasonable advance consultation with the Supplier in relation to its concerns regarding a permitted subcontractor's (or its personnel's) performance or compliance, including whether those concerns may be otherwise addressed or remediated, before the Customer gives a notice of revocation under clause 11.5(d).

- (f) The Supplier is solely responsible for managing its supply chains and any risks in its supply chains, including ensuring any permitted subcontractor's compliance with clause 13.
- (g) Any subcontracting by the Supplier does not relieve the Supplier of any of its obligations under this Agreement.
- (h) The Supplier must ensure that each of its subcontractors comply with all of the terms of this Agreement to the extent that they are relevant to the subcontractor.
- (i) The Supplier is responsible for its subcontractors, and liable for their acts and omissions, as though they were the acts and omissions of the Supplier.
- (j) If specified in the Order Form or if required by the Customer as a condition of granting consent to the Supplier's use of any subcontractor, the Supplier must arrange for its subcontractors to enter into a subcontractor deed on terms consistent with, and no less onerous than, the parts of this Agreement applicable to the subcontractor's activities.
- (k) The Order Form may specify additional procurement policy requirements which the parties have agreed will apply to, or be prioritised in, any subcontracting arrangement by the Supplier, including the Policies, Codes and Standards. The parties agree to comply with any such requirements.

## **11.6 Background checks**

- (a) The Supplier must:
  - (i) prior to involving any of its Personnel in carrying out the Supplier's Activities, undertake all necessary background checks of those Personnel to ensure that they are fit and proper to provide the Supplier's Activities; and
  - (ii) monitor and assess its Personnel throughout their involvement in the Supplier's Activities to ensure that they remain fit and proper to provide the Supplier's Activities.
- (b) Without limiting the generality of clause 11.6(a), if specified in Item 22 of the Order Form or where not so specified in that Item but reasonably required by the Customer, the Supplier must:
  - (i) carry out any specific background checks of its Personnel as specified in Item 22 of the Order Form or as requested by the Customer, including criminal record and "Working with Children" checks; and
  - (ii) provide the results of those checks to the Customer's Representative within the timeframe specified in Item 22 of the Order Form, or if no time is specified, within five Business Days of receipt (or within such other time as reasonably required by the Customer).
- (c) Where the outcome of a background check reveals that any of the Supplier's Personnel are not fit and proper to be involved in the provision of the Supplier's Activities, the Supplier must not use those Personnel with respect to such activities.
- (d) The Supplier acknowledges and agrees that:
  - (i) all background checks will be undertaken at the Supplier's sole cost, unless otherwise agreed by the Customer in writing;

- (ii) the Customer may provide the results of any background checks to the Contract Authority or any other Government Agency; and
- (iii) the Supplier is solely responsible for obtaining all necessary consents, in accordance with the Privacy Laws, in connection with the conduct of any background checks and the sharing and use of those background checks as contemplated under this clause 11.6.

## **11.7 Compliance with employment Laws**

- (a) The Supplier undertakes to comply with all applicable employment Laws in relation to itself and its Personnel, including in relation to workers' compensation, payroll tax, fringe benefits tax, PAYG tax, group tax, superannuation contributions, leave entitlements and any other employment or related benefit or entitlement.
- (b) The Supplier acknowledges and agrees that:
  - (i) it is solely responsible for the obligations under clause 11.7(a); and
  - (ii) neither the Supplier, nor its Personnel have, pursuant to this Agreement, any entitlement from the Customer in relation to any form of employment or related benefit.

## **11.8 Non-solicitation**

- (a) Neither party may, without the prior written consent of the other party, engage, employ, induce or cause a third party to induce the other party's Personnel engaged in the performance of this Agreement to enter into a contract for service or a contract of employment with it.
- (b) The restrictions in clause 11.8(a) will apply during the Term and for a period of six months after the end of the Term.
- (c) General solicitation for employment which is placed in good faith, such as on a jobs website or in a newspaper advertisement, will not constitute a breach of this clause 11.8.
- (d) The parties agree that the restrictions in this clause 11.8 are necessary to protect the legitimate interests of each party.

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## **12. Compliance**

### **12.1 Compliance with Laws and directions**

While carrying out the Supplier's Activities, the Supplier must:

- (a) acquire and maintain all Authorisations necessary for the performance of the Supplier's Activities;
- (b) ensure that the Supplier's Activities comply with all applicable Laws (including all applicable Australian Laws, even if the Supplier is not domiciled in Australia); and
- (c) comply with any reasonable directions made by the Customer in relation to the Supplier's Activities.

### **12.2 Policies, Codes and Standards**

- (a) Without limiting the generality of clause 12.1, the Supplier must, in performing its obligations under this Agreement, comply with all Policies, Codes and Standards.

- (b) Where it is specified in Item 17 of the Order Form that this clause 12.2(b) applies, the Supplier:
- (i) must comply with the Aboriginal Participation Plan and all relevant Aboriginal participation and reporting requirements under the Aboriginal Procurement Policy and clause 37.1(b)(ii);
  - (ii) acknowledges and agrees that Training Services NSW has established the Aboriginal participation fund to receive payments when the Supplier does not meet contracted Aboriginal participation requirements; and
  - (iii) acknowledges and agrees that where the Supplier does not meet its Aboriginal participation requirements under this Agreement, the Agency may, in accordance with the Aboriginal Procurement Policy, withhold payments due to the Supplier pursuant to this Agreement and direct the funds to an account held by Training Services NSW.

### 12.3 Policy Changes

- (a) If there is:
- (i) any change to any of the Policies, Codes and Standards specified in this Agreement (including with respect to any security requirements); or
  - (ii) the introduction of any new Policies, Code and Standards in addition to those specified in this Agreement,
- with which the Customer requires the Supplier to comply (**Policy Change**), then (without limiting any other express rights of the Customer or obligations of the Supplier under this Agreement) where:
- (iii) the Supplier's compliance with that Policy Change can, with the Supplier's best efforts, be achieved without the incurrence of material additional cost and expense to the Supplier; or
  - (iv) irrespective of the cost of complying with the Policy Change, the Supplier's compliance with its obligations under clause 12.1 would involve the Supplier complying with that Policy Change in any event,
- then the Supplier must comply with the Policy Change at no additional cost to the Customer.
- (b) If neither clauses 12.3(a)(iii) nor 12.3(a)(iv) apply and the Supplier cannot comply with a Policy Change without incurring material additional cost and expense, then:
- (i) the Supplier must promptly notify the Customer in writing of the additional, incremental cost and expense (calculated on a cost-only and zero-margin basis) that would be directly attributable to its compliance with the Policy Change, accompanied with evidence to substantiate the additional, incremental costs and expenses (including information as to how those costs and expenses have been calculated); and
  - (ii) following receipt of such notification, the Customer may:
    - A. approve the incurrence of the costs and expenses notified to it under clause 12.3(b)(i), in which case the Supplier must comply with the relevant Policy Change and, subject to so complying, will be entitled to invoice the Customer for such costs and expenses;

- B. reject the incurrence of the costs and expenses notified to it under clause 12.3(b)(i), in which case, the Supplier will not be required to incur those costs or to comply with the Policy Change; or
- C. require the Supplier to, in which case the Supplier must, participate in reasonable good faith discussions with the Customer in relation to an alternative approach to managing the Policy Change.

## 12.4 Work health and safety

Without limiting the Supplier's obligations under any other provision of this Agreement, the Supplier must:

- (a) comply, and must ensure that its Personnel comply, with the WHS Legislation (including any obligation under the WHS Legislation to consult, co-operate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter);
- (b) if requested by the Customer's Representative or required by the WHS Legislation, demonstrate compliance with the WHS Legislation, including providing evidence of any approvals, prescribed qualifications or experience, or any other information relevant to work health and safety matters;
- (c) notify the Customer's Representative promptly (and in any event within 12 hours of such matter arising) of all work health, safety and rehabilitation matters arising out of, or in any way in connection with, the Supplier's Activities;
- (d) insofar as the Supplier, in carrying out the Supplier's Activities, is under any duty imposed by the WHS Legislation, do everything necessary to comply with any such duty;
- (e) ensure that it does not do anything or fail to do anything that would cause the Customer to be in breach of the WHS Legislation; and
- (f) comply with any additional work health and safety requirements specified in the Order Form or as otherwise reasonably required by the Customer from time to time.

## 12.5 Work health and safety where Supplier's Activities include construction work

- (a) This clause applies where construction work forms part of the Supplier's Activities.
- (b) In this clause 12.5, the terms "**construction work**", "**principal contractor**" and "**workplace**" have the same meanings assigned to those terms under the WHS Legislation.
- (c) Where the Customer engages the Supplier as the principal contractor:
  - (i) the Customer authorises the Supplier to have management and control of each workplace at which construction work is to be carried out and to discharge the duties of a principal contractor, under the WHS Legislation;
  - (ii) the Supplier accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor by the WHS Legislation; and



- (iii) the Supplier's engagement and authorisation as principal contractor will continue until:
  - A. the Supplier delivers the Supplier's Activities in accordance with this Agreement;
  - B. the Supplier achieves Acceptance in respect of each Deliverable subject to Acceptance Testing under this Agreement; and
  - C. any rectification work that is "construction work" that is carried out during the Warranty Period is completed,

unless sooner revoked by the Customer, including by terminating this Agreement at Law or pursuant to this Agreement.

## 12.6 The environment

Where applicable to the performance of the Supplier's Activities, the Supplier must:

- (a) provide all Supplier's Activities in a manner that does not cause or threaten to cause pollution, contamination or environmental harm to, on or outside a Site or other location;
- (b) ensure that it and its Personnel comply with all applicable environmental Laws and Policies, Codes and Standards; and
- (c) follow New South Wales Government policies and guidelines concerning the safe disposal of any hazardous substances.

## 12.7 Conflicts of Interest

- (a) The Supplier must:
  - (i) promptly notify the Customer in writing if a Conflict of Interest arises or is likely to arise during its performance of the Supplier's Activities; and
  - (ii) take all necessary action as may be reasonably required by the Customer to avoid or minimise such a Conflict of Interest.
- (b) If such a Conflict of Interest, in the Customer's view, significantly affects the interests of the Customer, and the Supplier is unable to resolve the Conflict of Interest to the satisfaction of the Customer within 14 days of receipt of a notice from the Customer, then the Customer will be entitled to terminate this Agreement under clause 29.1(d).

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## 13. Modern Slavery

### 13.1 Compliance

The Supplier represents, warrants and undertakes that, as at the date of its execution of this Agreement, neither the Supplier, any entity that it owns or controls or, to the best of its knowledge, any subcontractor of the Supplier, has been convicted of a Modern Slavery offence under the Modern Slavery Laws.

## 13.2 Information

- (a) For the purpose of this clause, "**Information**" may include (as applicable) information as to any risks of, actual or suspected occurrences of, and remedial action taken in respect of, Modern Slavery but excludes Personal Information.
- (b) The Supplier must:
- (i) subject to any restrictions under any applicable Laws by which it is bound, provide to the Customer any Information and other assistance, as reasonably requested by the Customer, to enable the Customer to meet any of its obligations under the Modern Slavery Laws and associated regulatory requirements (for example, any applicable annual reporting requirements and New South Wales Procurement Board Directions), including co-operating in any Modern Slavery audit undertaken by the Customer or the NSW Audit Office and providing reasonable access to the Customer's and/or Audit Office's auditors to interview the Supplier's Personnel; and
  - (ii) notify the Customer in writing as soon as it becomes aware of either or both of the following:
    - A. a material change to any of the Information it has provided to the Customer in relation to Modern Slavery; and
    - B. any actual or suspected occurrence of Modern Slavery in its operations or supply chains (or those of any entity that it owns or controls).
- (c) The Supplier may provide any Information or report requested by the Customer in the form of a previously-prepared statement or re-purposed report, for example a statement provided in response to a similar request for Information from another Australian public sector agency, or refer the Customer to its publicly available Modern Slavery Statement, provided that such statement or report provides generally the same Information as that sought by the Customer.
- (d) The Supplier must, during the Term and for a period of seven years thereafter:
- (i) maintain; and
  - (ii) upon the Customer's reasonable request, give the Customer access to, and/or copies of,

records in the possession or control of the Supplier to trace, so far as practicable, the supply chains of all Services and Deliverables provided under this Agreement and to enable the Customer to assess the Supplier's compliance with this clause 13.

## 13.3 Modern Slavery due diligence

The Supplier must take reasonable steps to ensure that Modern Slavery is not occurring in the operations and supply chains of the Supplier and any entity that it owns or controls.

## 13.4 Subcontractors

In respect of any subcontracts that relate to the Supplier's Activities, or the whole or any part of this Agreement (and without limiting the Supplier's obligations under any Modern Slavery Laws), the Supplier must take reasonable steps to ensure that those subcontracts contain:

- (a) in relation to subcontracts that relate exclusively to the Customer, provisions in relation to Modern Slavery that are substantially the same provisions as this clause 13; and
- (b) in all other cases, Modern Slavery provisions that are reasonably consistent with the provisions in this clause 13.

### **13.5 Response to Modern Slavery Incident**

- (a) If the Supplier becomes aware of any actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls), the Supplier must take reasonable steps to respond to the occurrence in accordance with any internal Modern Slavery strategy and procedures of the Supplier and any relevant policies, codes and standards (including any code of practice or conduct) or other guidance issued by any relevant Authority or (if the Customer notifies the Supplier that it requires the Supplier to comply with any relevant New South Wales Procurement Board Code/guidance) by the New South Wales Procurement Board.
- (b) Any action taken by the Supplier under clause 13.5(a) will not affect any rights of the Customer under this Agreement, including its rights under clause 13.6.

### **13.6 Termination**

In addition to any other rights or remedies under this Agreement or at Law, the Customer may terminate this Agreement, upon written notice and with immediate effect if, in the Customer's reasonable view, the Supplier has:

- (a) failed to notify the Customer as soon as it became aware of an actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls);
- (b) failed to take reasonable steps to respond to an actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls); or
- (c) otherwise committed a substantial breach or multiple minor (non-trivial) breaches of its obligations under clause 13 and the breach (or breaches) is not remedied within 15 days of the Supplier receiving a notice to remedy.

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## **14. Acceptance Testing**

### **14.1 General**

- (a) Unless otherwise specified in the Order Form, this clause 14 will apply in relation to the supply of any Deliverables that are not Documents.
- (b) Where the parties have agreed further details as to the form or the conduct of Acceptance Tests in the Order Documents, those details apply in addition to this clause 14, except to the extent expressly stated in the Order Form.

### **14.2 Testing by Supplier**

- (a) Before delivery by the Supplier to the Customer of any Deliverable (or any component thereof) that is subject to Acceptance Testing, the Supplier must:
  - (i) carry out the tests in accordance with any Test Plan and to ensure that the Deliverable meets the Acceptance Criteria for the Deliverable;

- (ii) following testing, supply the Customer with the test results in accordance with the requirements and timeframes in the Test Plan and Order Documents, or where no requirements or timeframes are specified in those documents, promptly on completion of each test;
  - (iii) if the Supplier determines that a Deliverable (or component thereof) does not meet any Acceptance Criteria, promptly remedy that non-compliance; and
  - (iv) when appropriate, notify the Customer that the relevant Deliverable (or applicable component thereof) is ready for Acceptance Testing by the Customer.
- (b) Where directed by the Customer, the Supplier must:
- (i) permit the Customer or its nominee to witness any tests conducted pursuant to this clause 14.2; and
  - (ii) provide the Customer with evidence as reasonably required by the Customer,
- to demonstrate that the tests have been successfully completed in accordance with clause 14.2.

### **14.3 Testing by the Customer**

- (a) The Customer may carry out Acceptance Tests in respect of each Deliverable to which Acceptance Testing applies and the Supplier must provide all reasonable assistance required by the Customer in connection with the Customer's Acceptance Testing.
- (b) If the Customer carries out Acceptance Tests, the Customer must conclude the Acceptance Tests in accordance with any timeframes specified in the Order Documents or, where no timeframes are specified, within a time reasonably determined by the Customer.
- (c) Following completion of the Customer's Acceptance Testing in respect of a Deliverable, the Customer must either:
  - (i) provide to the Supplier an Acceptance Certificate in respect of that Deliverable; or
  - (ii) notify the Supplier that the Acceptance Criteria in respect of that Deliverable have not been met.
- (d) Neither the full or partial Acceptance of any Deliverable nor any exercise by the Customer of any option or other right under this clause 14 will:
  - (i) operate as a sole or exclusive remedy; or
  - (ii) limit or prejudice any rights or remedies of the Customer under this Agreement or at Law.
- (e) Where the Deliverable meets the Acceptance Criteria, the Customer must issue the Acceptance Certificate no later than 10 Business Days from completion of the Acceptance Testing, or within such other timeframe specified in the Order Documents.
- (f) Where the period referred to in clause 14.3(e) elapses without the Customer either providing an Acceptance Certificate to the Supplier in respect of that Deliverable or

notifying the Supplier that the Acceptance Criteria have not been met, the Supplier must submit to the Customer's Representative a written reminder notice identifying the Deliverable in respect of which it requires a decision by the Customer. If the Customer does not take one of the actions referred to in clause 14.3(c) or otherwise communicate with the Supplier in relation to that reminder notice within 15 Business Days of its receipt, then the relevant Deliverable will be deemed to have been Accepted by the Customer.

#### **14.4 Effect of failure to meet Acceptance Criteria**

- (a) If the Acceptance Criteria in respect of a Deliverable have not been met, the Customer may, at its option, do any of the following:
- (i) issue a notice to the Supplier that requires the Supplier to comply with clause 14.4(b), accompanied with a description of the areas in which the relevant Deliverable has failed to meet the Customer's Acceptance Testing;
  - (ii) Accept the Deliverable subject to a reasonable reduction in the Price as reasonably agreed between the parties or, in the absence of agreement, as reasonably determined by the Customer to reflect the greater of the:
    - A. cost to the Customer of correcting the Defects in the Deliverable; or
    - B. reduced features, functionality or quality of operation as a result of those Defects; or
  - (iii) if the Deliverable contains a Material Defect that, in the Customer's reasonable opinion, is incapable of remedy or the Supplier has failed to remedy that Material Defect within 20 Business Days after delivery of the Deliverable (or such other time as specified in the Order Form or agreed between the parties in writing), immediately terminate this Agreement or reduce its scope pursuant to clause 29.1(d).
- (b) If the Supplier receives a notice under clauses 14.4(a)(i) or 14.4(c)(i), the Supplier must, at its cost, within 20 Business Days (or such other time as specified in the Order Form or agreed between the parties in writing) after the date of the notice:
- (i) supply such additional services to rectify any Defect in the Deliverable as may be necessary to enable the Deliverable to meet the Acceptance Criteria, including, if necessary, replacing the Deliverable;
  - (ii) co-operate with the Customer with respect to any repeat Acceptance Testing; and
  - (iii) provide all assistance required by the Customer in relation to the repeated Acceptance Tests.
- (c) If the Acceptance Criteria in respect of a Deliverable have not been met following repeat Acceptance Testing, the Customer may, at its option, do any of the following:
- (i) require the Supplier to again comply with clause 14.4(b);
  - (ii) Accept the Deliverable subject to a reduction in the Price as reasonably agreed between the parties or, in the absence of agreement, as reasonably determined by the Customer in accordance with the same principles as described in clause 14.4(a)(ii); or

- (iii) immediately terminate or reduce the scope of this Agreement pursuant to clause 29.1(d).
- (d) The Customer reserves the right to remedy any Defects or to appoint third parties to do so if the Supplier fails to correct any Defect that has been notified by the Customer to the Supplier and which the Supplier has not corrected within the timeframe required by this clause 14.4. At the Customer's request, the Supplier must reimburse the Customer for the costs incurred by the Customer in relation to the remediation of the relevant Defects, based on commercially reasonable rates and charges.

## 14.5 Effect of Acceptance Certificate

An Acceptance Certificate will constitute Acceptance for the purposes of this clause 14, but will not be taken as an admission or evidence that the Deliverables comply with, or that the Supplier has performed its obligations under, this Agreement.

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## 15. Performance

### 15.1 Performance obligations

The Supplier must:

- (a) carry out the Supplier's Activities:
  - (i) in accordance with this Agreement, including the Order Documents;
  - (ii) with all due skill, care and diligence and in a proper, regular and timely manner;
  - (iii) in a manner that encourages the most efficient use of resources and promotes the achievement of any Customer objectives specified in the Order Documents;
  - (iv) to a high standard and in accordance with Best Industry Practice for work of a similar nature to the Supplier's Activities;
  - (v) in a manner that is safe to both people and the environment;
  - (vi) in a manner that minimises any disruption, interference or inconvenience to the Customer or its operations, Personnel or Other Suppliers;
  - (vii) to enable all Deliverables to operate in accordance with this Agreement, and to meet the Acceptance Criteria applicable to them;
  - (viii) to ensure that all timeframes under this Agreement are met, including all Key Milestones and Dates for Delivery;
  - (ix) in accordance with any relevant Statement of Work;
  - (x) in accordance with the Specifications; and
  - (xi) otherwise in accordance with the other requirements of this Agreement; and
- (b) provide Deliverables to the Customer which:
  - (i) are of high quality and are fit for the purpose for which they are required as detailed in, or reasonably ascertainable from, the Order Documents;

- (ii) achieve Acceptance;
- (iii) where applicable, will (on delivery, or at the time of performance of the relevant Supplier's Activities in relation to the applicable Deliverable(s)):
  - A. have been tested and verified, in accordance with Best Industry Practice, to be free from any Viruses; and
  - B. be compatible and interoperable with those features or characteristics of the Customer Environment described in the Order Documents and will not detrimentally affect the operation or performance of the Customer Environment or any part thereof.

## 15.2 Service standards and Service Levels

- (a) The Supplier must carry out the Supplier's Activities in a manner that meets or exceeds any Service Levels or, if none are specified in the Order Documents, in a timely and efficient manner taking into account the Supplier's obligations under this Agreement.
- (b) Unless otherwise specified in the Order Documents, the Supplier agrees to:
  - (i) measure its performance under this Agreement against any Service Levels;
  - (ii) provide the Customer with the results of all performance reviews;
  - (iii) use appropriate measurement and monitoring tools and procedures to measure performance accurately; and
  - (iv) provide the Customer with sufficient information in relation to the Supplier's assessment and monitoring of its performance pursuant to this clause 15.
- (c) The Supplier's liability under clause 15.2(a) is reduced to the extent that the failure to meet or exceed a Service Level was caused or contributed to by the:
  - (i) breach or negligence of the Customer;
  - (ii) unavailability or failure of any Critical CSI; or
  - (iii) acts or omissions of an Other Supplier.

## 15.3 Consequences for failing to meet a Service Level

- (a) If the Supplier fails to meet any applicable Service Levels, it will:
  - (i) notify the Customer of the Service Level failure in accordance with clause 15.6;
  - (ii) provide timely updates to the Customer's Representative, in accordance with the incident notification requirements in the Service Levels or on request by the Customer, in relation to the progress being made in rectifying the failure;
  - (iii) promptly take whatever action that is commercially reasonable to minimise the impact of the failure;
  - (iv) correct the failure as soon as practicable;

- (v) promptly take all necessary actions to prevent the recurrence of the failure and any other failure resulting from the same facts, circumstances or root cause(s); and
  - (vi) where requested by the Customer or specified in the Order Documents, promptly investigate the facts, circumstances or root cause(s) of the failure and promptly following conclusion of the investigation, deliver to the Customer a written report identifying such facts, circumstances or root cause(s) in the form requested by the Customer.
- (b) Without limiting any right or remedy available to the Customer under this Agreement or at Law, if the Supplier does not meet a Service Level, then the consequences for failing to meet a Service Level will be as set out in the Order Documents (such as service credits, service rebates or termination rights).
- (c) The parties acknowledge and agree that any service credits or service rebates calculated in accordance with the Order Documents:
- (i) reflect the provision of a lower level of service than is required under this Agreement; and
  - (ii) are reasonable and represent a genuine pre-estimate of the diminution in value the Customer will suffer, as represented by an adjustment to the Price, as a result of the delivery by the Supplier of a lower level of service than that required by the applicable Service Level, but are not an exclusive remedy with respect to other categories of Loss.

## 15.4 Performance reports

The Supplier must provide to the Customer's Representative the following written or electronic reports and reporting tools:

- (a) a monthly (unless a different frequency is specified in the Order Form) report on the performance and availability of the Services and/or Deliverables in respect of the immediately preceding month, including detail relating to:
  - (i) the quantity of Services and/or Deliverables supplied to the Customer (including, where applicable, the rates of utilisation);
  - (ii) the total Price paid by the Customer in respect of that reporting period and cumulatively over the Term to date, tracked over time and usage, including any applicable discounts, credits, rebates and other benefits; and
  - (iii) any other matters specified in the Order Form;
- (b) a monthly report of the Supplier's performance against any Service Levels, including any accrued service credits or service rebates;
- (c) the additional reports specified in the Module Terms and Order Form for the time period specified in those documents (which may include, where so specified, access to real-time or near-real time reporting capability); and
- (d) any other reports as reasonably requested by the Customer from time to time, including as may be required by the Customer to enable the Customer to meet its internal or New South Wales Government compliance, regulatory and operational reporting obligations.



## 15.5 Performance reviews

- (a) If it is stated in Item 25 of the Order Form that the parties must conduct a service and performance review of the Supplier's performance under this Agreement, then the parties must conduct such reviews at the intervals and in accordance with any requirements in the Order Form (or as otherwise agreed between the parties).
- (b) All reviews must be undertaken by representatives of both parties who have the authority, responsibility and relevant expertise in financial and operational matters appropriate to the nature of the review. Where this Agreement is made under a MICTA, either party may request the involvement of the Contract Authority in any review.

## 15.6 Notice

The Supplier must notify the Customer immediately if it becomes aware that it is not able to, or reasonably anticipates that it is not able to, perform the Supplier's Activities in accordance with the performance standards and requirements specified in this Agreement.

## 15.7 Meetings

- (a) The Supplier's Representative must meet with the Customer's Representative or other Personnel at the times and at the locations specified in the Order Form or as otherwise agreed between the parties in writing.
- (b) The parties agree that meetings may be held by video or teleconference if required by the Customer.

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## 16. Liquidated Damages

- (a) This clause 16 applies if Item 29 of the Order Form provides for Liquidated Damages to be payable in relation to a failure by the Supplier to meet a Key Milestone.
- (b) If the Supplier fails to meet a Key Milestone, the Supplier must pay the Customer the amount of Liquidated Damages set out in, or otherwise calculated in accordance with, Item 29 of the Order Form in relation to the period between the relevant Key Milestone and the date on which the:
  - (i) Supplier achieves the relevant Key Milestone; or
  - (ii) Customer terminates the relevant Order (or this Agreement),
 but subject always to the maximum number of days (if any) for which Liquidated Damages are payable, or maximum percentage of the value of applicable Prices, as may be specified in Item 29 of the Order Form.
- (c) The Supplier acknowledges that the Liquidated Damages payable under this clause 16 are a reasonable and genuine pre-estimate of the Loss likely to be suffered by the Customer in respect of a failure by the Supplier to meet the relevant Key Milestone. However, they do not limit the rights or remedies of the Customer to claim Loss from the Supplier in the event that the amount of Loss actually incurred by the Customer exceeds such genuine pre-estimate, in the amount of the difference between such Loss actually incurred and the Liquidated Damages payable under this clause 16.
- (d) The Supplier will not be liable to pay Liquidated Damages to the extent that the Supplier's failure to achieve a Key Milestone was caused or contributed to by the:

- (i) breach or negligence of the Customer;
- (ii) unavailability or failure of any Critical CSI; or
- (iii) acts or omissions of an Other Supplier.

## **17. Intellectual Property**

### **17.1 Ownership of Existing Materials**

Unless otherwise specified in Item 37 of the Order Form, the parties agree that nothing in this Agreement will affect the ownership of the Intellectual Property Rights in any Existing Materials.

### **17.2 Licence to use Existing Materials**

- (a) Unless otherwise specified in the applicable Module Terms or in Item 37 of the Order Form, the Supplier grants to the Customer an irrevocable, non-exclusive, worldwide, transferable, royalty-free licence to use, copy, adapt, translate, reproduce, modify, communicate and distribute any Intellectual Property Rights in the Supplier's Existing Materials for any purpose in connection with the:
  - (i) Customer performing its obligations and exercising its rights under this Agreement;
  - (ii) full use of any Services and/or Deliverables in which the Supplier's Existing Material is incorporated, including installing, operating, upgrading, modifying, supporting, enhancing and maintaining the Deliverables or integrating them with any other software, systems, equipment or infrastructure owned, operated or maintained by the Customer or a Government Agency;
  - (iii) performance of tests and other quality assurance processes, including Acceptance Tests, in relation to the Deliverables and systems that may integrate or interoperate with the Deliverables; or
  - (iv) carrying out, or exercise, of the functions or powers of the Customer, a Government Agency or the Crown, including any statutory requirements concerning State records or auditing.
- (b) Where:
  - (i) the Supplier's Existing Material is incorporated into any New Materials; and
  - (ii) clause 17.4(b) applies in respect of those New Materials,

then the licence granted in clause 17.2(a) will also include, in respect of the Supplier's Existing Materials, an equivalent right and licence to that described in clause 17.4(b), to the extent required to support the exploitation and commercialisation of the Intellectual Property Rights in the relevant New Materials under that clause (but excluding commercial exploitation of the Supplier's Existing Materials independently of the New Materials in which they are incorporated).
- (c) The rights and licences granted by the Supplier to the Customer under clause 17.2(a):

- (i) do not permit the Customer to sell, monetise or commercialise the Supplier's Existing Materials, except as otherwise stated in Item 37 of the Order Form; and
- (ii) are sub-licensable by the Customer (on the same terms, for the same period and for the same purposes as set out in clause 17.2(a)), without additional charge to any:
  - A. contractor, subcontractor or outsourced service provider (subject to such persons being under reasonable obligations of confidentiality owed to the Customer or another Government Agency) acting on behalf of, or providing products and/or services for the benefit of, the Customer or a Government Agency; or
  - B. Government Agency.
- (d) Unless otherwise specified in Item 37 of the Order Form, the Customer grants to the Supplier, a non-exclusive, non-transferable, revocable, worldwide, royalty-free licence to use the Intellectual Property Rights in the Customer's Existing Materials, to the extent required for the Supplier to perform, and solely for the purposes of the Supplier performing, its obligations under this Agreement.

### **17.3 Ownership of New Materials**

- (a) Unless otherwise specified in Item 37 of the Order Form, where the Supplier creates New Materials in carrying out the Supplier's Activities, the ownership of all Intellectual Property Rights in those New Materials vests in, or is transferred or assigned to, the Supplier immediately on creation.
- (b) If the parties agree in Item 37 of the Order Form that the Intellectual Property Rights in any New Materials will be owned by the Customer, then ownership of all Intellectual Property Rights in those New Materials vests in the Customer immediately on creation or is transferred or assigned by the Supplier to the Customer immediately on creation, free of any encumbrances, security interests and third party rights.

### **17.4 Customer licence to use Supplier owned New Materials**

- (a) Where the Supplier owns the Intellectual Property Rights in any New Materials, unless otherwise specified in the applicable Module Terms or in Item 37 of the Order Form, the Supplier grants to the Customer an irrevocable, non-exclusive, worldwide, transferable, royalty-free licence to use, copy, adapt, translate, reproduce, modify, communicate and distribute the Intellectual Property Rights in such New Materials, for any purpose in connection with the:
  - (i) Customer performing its obligations and exercising its rights under this Agreement;
  - (ii) full use of any Services and/or Deliverables in which New Material is incorporated, including installing, operating, upgrading, modifying, supporting, enhancing and maintaining the Deliverables or integrating them with any other software, systems, equipment or infrastructure owned, operated or maintained by the Customer or a Government Agency;
  - (iii) performance of tests and other quality assurance processes, including Acceptance Tests, in relation to the Deliverables and systems that may integrate or interoperate with the Deliverables; or

- (iv) carrying out, or exercise, of the functions or powers of the Customer, a Government Agency or the Crown, including any statutory requirements concerning State records or auditing.
- (b) Where specified in Item 37 of the Order Form, the licence granted in clause 17.4(a) will also include the right and licence to exploit and commercialise the Intellectual Property Rights in New Materials for the purposes specified in clause 17.4(a) or such other purposes specified in Item 37 of the Order Form.
- (c) The rights and licences granted by the Supplier to the Customer under clauses 17.4(a) and 17.4(b) are sub-licensable by the Customer (on the same terms and for the same purposes as set out in those clauses) to any person, without additional charge, including to any:
  - (i) contractor, subcontractor or outsourced service provider (subject to such persons being under reasonable obligations of confidentiality owed to the Customer or another Government Agency (as applicable)) acting on behalf of, or providing products and/or services for the benefit of, the Customer or a Government Agency; or
  - (ii) Government Agency.

## **17.5 Licence term**

Except where otherwise specified in Item 37 of the Order Form or in the applicable Module Terms, the licences granted under clauses 17.2 and 17.4 will be perpetual in relation to the purposes specified in those clauses.

## **17.6 Supplier Licence to use Customer owned New Materials**

Where it is specified in Item 37 of the Order Form that Intellectual Property Rights in any New Materials are owned by the Customer, then to the extent required to enable the Supplier to perform its obligations under this Agreement, the Customer grants to the Supplier, a non-exclusive, non-transferable, revocable, worldwide, royalty-free licence to use the Intellectual Property Rights in those New Materials, to the extent required for the Supplier to perform, and solely for the purposes of the Supplier performing, its obligations under this Agreement.

## **17.7 Third party Intellectual Property Rights**

Unless stated otherwise in Item 37 of the Order Form or the applicable Module Terms, the Supplier must, in respect of any third party Intellectual Property Rights used in the production of Deliverables, included in any Deliverables, or required by the Customer to receive the Services:

- (a) ensure that it procures for the Customer a licence on terms no less favourable than:
  - (i) the terms set out in this clause 17 or any applicable Module Terms; or
  - (ii) on such other terms specified in Item 37 of the Order Form;
- (b) ensure that the use of such third party Intellectual Property Rights does not constrain the Customer's use of the Services or any Deliverables; and
- (c) otherwise, not use any third party Intellectual Property Rights in the provision of the Services or the production of any Deliverables.

## **17.8 Open Source Software**

- (a) The Supplier must not, without the prior written consent of the Customer:

- (i) develop or enhance any Deliverable using Open Source Software; or
  - (ii) incorporate any Open Source Software into any Deliverable.
- (b) In requesting any consent from the Customer under clause 17.8(a), the Supplier must provide the Customer with:
- (i) complete and accurate copies of any licence agreement, the terms and conditions of which would apply to the proposed use or incorporation of the Open Source Software into a relevant Deliverable; and
  - (ii) a description of how such use or incorporation may affect the provision of the Supplier's Activities, the Customer's licence rights under this Agreement and the Customer's and Customer Users' uses or other dealings with the relevant Deliverable,
- for the Customer's review and consideration.
- (c) Where the Customer provides its consent in relation to the use or incorporation of any Open Source Software under clause 17.8(a) the:
- (i) Customer must comply with the terms and conditions notified to it in clause 17.8(b)(i) in relation to the use of that Open Source Software: and
  - (ii) Supplier must ensure that the use of that Open Source Software will not:
    - A. result in an obligation to disclose, licence or otherwise make available any part of the Customer Environment, software of the Customer, Customer Data or Confidential Information to any third party; or
    - B. diminish the Supplier's obligations or the Customer's rights under this Agreement.

## 17.9 Consents and Moral Rights

- (a) Prior to provision to the Customer or use in connection with this Agreement, the Supplier must ensure that it obtains all necessary consents from all authors of all Materials and Deliverables provided or licenced to the Customer under this Agreement to any use, modification or adaptation of such Materials and Deliverables to enable the Customer to fully exercise its Intellectual Property Rights under this Agreement, including:
- (i) the use, modification or adaptation of the Materials or Deliverables; or
  - (ii) any other dealing which might otherwise constitute an infringement of the author's Moral Rights.
- (b) To the extent the Customer provides any CSI for use by the Supplier and that CSI incorporates any Intellectual Property Rights, the Customer must procure all necessary:
- (i) licences of Intellectual Property Rights in that CSI; and
  - (ii) Moral Rights consents from all authors of that CSI,
- to the extent required to enable the Supplier to perform, and solely for the purposes of the Supplier performing, its obligations under this Agreement with respect to that CSI.

## 17.10 Prohibited activities

The licences granted to the Customer under clauses 17.2 and 17.4 do not permit the Customer to disassemble, decompile or reverse engineer any software-based elements of the materials licensed under those clauses, provided that this restriction shall not apply to the extent it would not be permissible under the *Copyright Act 1968* (Cth) in relation to particular acts conducted for certain purposes, as specified in that legislation.

## 17.11 Additional obligations

The Supplier must, at its cost, do all acts (and procure that all relevant persons do all acts) as may be necessary to give effect to the intellectual property provisions in this clause 17, including by executing (or procuring the execution of) any required documents or effecting any required registrations.

## 17.12 Warranties and acknowledgements

- (a) The Supplier represents, warrants and undertakes that:
- (i) it has all the Intellectual Property Rights and has procured the necessary Moral Rights consents required to:
    - A. carry out the Supplier's Activities; and
    - B. enable the Customer and each Customer User (or other permitted licensee) to use the requisite Services and/or Deliverables in the manner envisaged by this Agreement; and
  - (ii) its supply of the requisite Services and/or Deliverables to the Customer, and the Customer's, Customer Users' (and other permitted licensees') use of them in the manner envisaged by this Agreement will not infringe any Intellectual Property Rights or Moral Rights.
- (b) The Supplier acknowledges and agrees that the Intellectual Property Rights and licences (as applicable) granted under this Agreement (including this clause 17) do not limit or reduce the Supplier's or its Personnel's obligations under this Agreement with respect to the Customer's Confidential Information, Personal Information and Customer Data.

## 17.13 Replacement of Deliverables

Without limiting the Customer's rights under clause 34.1(c), if any Claim of the kind described in that clause is made or brought in respect of Intellectual Property Rights or Moral Rights, the Supplier must, at its election and at no additional cost to the Customer:

- (a) procure for the Customer the right to continue to use the Services and/or Deliverables on terms no less favourable than those set out in this Agreement;
- (b) promptly replace or modify the Services and/or Deliverables so that the alleged infringement ceases and the replaced or modified Services and/or Deliverables provides the Customer with no less functionality and performance as that required by this Agreement; or
- (c) only where the options in paragraphs (a) and (b) are not reasonably possible and subject to prior consultation with and receipt of approval from the Customer, accept return of the affected Deliverable or cease to provide the affected Service (as applicable) and, within 30 days, refund the Customer any fees paid for the relevant Service and/or Deliverable, subject to any reasonable deduction for any in-production use already made by the Customer of the relevant Service and/or Deliverable.

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## 18. Escrow

- (a) If specified in Item 38 of the Order Form (or if otherwise agreed between the parties in writing) that any Escrow Materials are to be held in escrow, the Supplier must arrange for:
  - (i) itself, the Customer and an escrow agent approved by the Customer to enter into an escrow agreement in substantially the same form as Schedule 7 (or such other form as may be prescribed by the relevant escrow agent and agreed by the parties in writing); or
  - (ii) the Customer to become a party to an escrow arrangement which already covers the Escrow Materials which the Customer regards as a satisfactory arrangement.
- (b) Any escrow arrangement to which the Customer becomes a party under clause 18(a) must continue in effect for at least the period stated in Item 38 of the Order Form, unless otherwise agreed between the parties in writing.
- (c) The Supplier must consult with, and comply with the reasonable directions of, the Customer in any negotiations with the escrow agent arising under clause 18(a).
- (d) Any escrow arrangement must be entered into by the timeframe specified in Item 38 of the Order Form, or if no timeframe is specified, as otherwise reasonably required by the Customer.

## PART C: DATA AND SECURITY

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### 19. Customer Data

#### 19.1 Obligations in relation to Customer Data

- (a) This clause 19 applies where the Supplier or its Personnel obtains access to, or collects, uses, holds, controls, manages or otherwise processes, any Customer Data in connection with this Agreement.
- (b) The Supplier acknowledges and agrees that it obtains no right, title or interest with respect to any Customer Data, other than a right to use Customer Data for the sole purpose of, and only to the extent required for, the carrying out of the Supplier's Activities in accordance with this Agreement.
- (c) As between the Supplier and Customer, all rights in and in relation to Customer Data remain with the Customer at all times and the Supplier assigns all rights, title and interest in the Customer Data to the Customer on creation. The Supplier agrees to do all things necessary to assign or vest ownership of all rights in Customer Data to the Customer on creation.
- (d) The Supplier must:
  - (i) not use any Customer Data for any purpose other than for the sole purpose of, and only to the extent required for, carrying out the Supplier's Activities in accordance with this Agreement;
  - (ii) not sell, assign, lease or commercially transfer or exploit any Customer Data;
  - (iii) not perform any data analytics on Customer Data, except to the sole extent permitted by this Agreement;

- (iv) ensure that all of its Personnel who access, or have the ability to access, Customer Data are appropriate to do so, including passing any background or security checks as required by this Agreement;
- (v) apply to the Customer Data the level of security and (if applicable) encryption that is required under this Agreement;
- (vi) apply technical and organisational controls which are appropriate to ensure that all Customer Data is at all times protected from any unauthorised access, modification or disclosure and only handled and processed in accordance with the terms of this Agreement and any other security requirements reasonably specified by the Customer; and
- (vii) ensure that Customer Data is at all times managed in accordance with the *State Records Act 1998* (NSW) (to the extent applicable); and
- (viii) ensure that its Personnel (including subcontractors) comply with this clause 19.1(d) and manage and safeguard Customer Data in accordance with all other requirements of this Agreement.

## 19.2 Security of Customer Data

- (a) The Supplier must comply with the security requirements set out in this Agreement, including in the Order Documents (**Information Security Requirements**) in carrying out the Supplier's Activities.
- (b) The Supplier must establish, maintain, enforce and continuously improve its safeguard and security measures, and take all reasonable steps, to ensure that Customer Data is protected against misuse, interference and loss, and from unauthorised access, modification or disclosure.
- (c) The Supplier must immediately notify the Customer where it is or may be required by Law to disclose any Customer Data to any third party contrary to the terms of this Agreement.

## 19.3 Location of Customer Data

- (a) The Supplier must not:
  - (i) transfer, store, process, access, disclose or view Customer Data; or
  - (ii) perform any of its obligations under this Agreement which could involve Customer Data being stored, processed, accessed, disclosed or viewed, outside of New South Wales, Australia, except in accordance with clause 19.3(b).
- (b) Notwithstanding clause 19.3(a), the Supplier may transfer, store, process, access, disclose or view Customer Data outside of New South Wales:
  - (i) if permitted under the Order Form or any relevant Module Terms;
  - (ii) at the locations specified in the Order Documents (or as otherwise agreed to in writing in advance by the Customer); and
  - (iii) subject to the Supplier's and its Personnel's compliance with the Data Location Conditions.



## 19.4 Backup of Customer Data

- (a) If specified in the Order Documents that the Supplier is required to make and store backup copies of Customer Data as part of the Services, the Supplier must make and store backup copies of the Customer Data in accordance with all requirements (including as to frequency, maturity of backup and approved locations) set out or referenced in this Agreement (including the Module Terms and Order Form) or as otherwise reasonably required by the Customer by notice to the Supplier.
- (b) Where clause 19.4(a) applies, the Supplier must check the integrity of all backup Customer Data annually (or at such other time required by the Order Form).

## 19.5 Restoration of lost Customer Data

Notwithstanding any other rights the Customer may have under this Agreement, if as a result of any act or omission of the Supplier or its Personnel in the carrying out of the Supplier's Activities or in discharging their privacy or security obligations under this Agreement:

- (a) any Customer Data is lost; or
- (b) there is any unauthorised destruction or alteration of Customer Data,

the Supplier must take all practicable measures to immediately restore the Customer Data (including, where applicable, in accordance with any requirements specified in the Order Documents). Any such measures will be at the Supplier's sole cost where and to the extent such loss, destruction or alteration to the Customer Data was caused or contributed to by an act or omission of the Supplier or any of its Personnel.

## 19.6 Rights to access, use, extract and retrieve Customer Data

Where Customer Data is in the Supplier's possession or control, the Supplier must enable the Customer to:

- (a) access, use and interact with the Customer Data (which may be through access controls identified in the Order Documents); and
- (b) extract, retrieve and/or permanently and irreversibly delete those copies of the Customer Data which are in the Supplier's possession or control (which may be performed by self-service tools), or otherwise provide the Customer Data to the Customer:
  - (i) in accordance with all applicable timeframes and requirements under this Agreement;
  - (ii) at no additional charge to the Customer;
  - (iii) in a human readable, commonly accepted format which does not require the Customer to purchase additional licences it does not already hold, or in the same format as the Customer Data was uploaded (for example, a semi-structured format); and
  - (iv) in order to maintain the relationships and integrity of those copies of the Customer Data.

## 19.7 Record, retention, return and destruction of the Customer Data

- (a) If specified in the Order Form, the Supplier must:
  - (i) establish, keep and maintain complete, accurate and up-to-date records of all Customer Data accessed, collected or changed by it; and

- (ii) make copies of the records referred to in clause 19.7(a)(i) available to the Customer immediately upon request.
- (b) On the date that any Customer Data is no longer needed for the purposes of the Supplier carrying out the Supplier's Activities (or should the Customer notify the Supplier that the Customer Data is no longer needed), the Supplier must at its sole cost:
  - (i) immediately stop using the relevant Customer Data (except as permitted under this Agreement); and
  - (ii) at the Customer's direction (subject to clause 19.7(c)):
    - A. securely and permanently destroy all records and backups of the Customer Data in accordance with the timeframes under this Agreement and supply the Customer's Representative with a certificate of destruction that confirms that this has occurred; or
    - B. securely return all records of Customer Data to the Customer in accordance with the timeframes under this Agreement.
- (c) The Supplier will be entitled to retain copies of records of Customer Data to the extent, and only for the period, that such retention is mandated by any Laws to which the Supplier is subject.
- (d) The Supplier acknowledges and agrees that:
  - (i) where the Order Documents specify additional requirements for the capture and retention of audit log data, including categories of data and periods of retention, the Supplier must comply with those requirements; and
  - (ii) notwithstanding anything to the contrary in this Agreement, no Customer Data should be destroyed until the Supplier has met the data retrieval requirements under clause 32.1.

## **19.8 General**

- (a) If requested by the Customer, the Supplier must provide the Customer with a report setting out how it will comply, and has complied, with its obligations under this clause 19.
- (b) Where applicable, the Supplier must comply with any additional obligations relating to Customer Data as may be specified in the Order Documents.
- (c) For clarity, nothing in this clause 19 relieves the Supplier of its obligations under clause 20.

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## **20. Privacy**

### **20.1 Protection and use of Personal Information**

- (a) If the Supplier or its Personnel obtains access to, or collects, uses, holds, controls, manages or otherwise processes, any Personal Information in connection with this Agreement (regardless of whether or not that Personal Information forms part of the Customer Data), the Supplier must (and must ensure that its Personnel):

- (i) comply with all Privacy Laws, as though it were a person subject to those Privacy Laws;
  - (ii) only use that Personal Information for the sole purpose of carrying out the Supplier's Activities;
  - (iii) not disclose the Personal Information to any other person without the Customer's prior written consent, which may be given in respect of classes or categories of subcontractors or types of subcontracted activities and made subject to any applicable conditions;
  - (iv) not transfer the Personal Information outside New South Wales, Australia or access it, or allow it to be accessed, from outside New South Wales, Australia unless permitted in the Order Form or relevant Module Terms and subject to the Supplier's and its Personnel's compliance with the Data Location Conditions;
  - (v) protect the Personal Information from unauthorised access, use, disclosure, modification and other misuse and in accordance with the security requirements under this Agreement;
  - (vi) if it becomes aware that there has been an actual, alleged or suspected Security Incident involving Personal Information:
    - A. comply with clause 22;
    - B. comply with any reasonable direction (including as to timeframes) from the Customer with respect to that breach (which may include, for example, notifying any affected individuals of the breach of privacy); and
    - C. take all reasonable steps to prevent such breach from recurring; and
  - (vii) notify the Customer as soon as reasonably possible if the Supplier is approached by any privacy commissioner or other Authority concerning any Personal Information.
- (b) Where the Supplier is required by Law to produce or disclose any information or to develop or provide any response or explanation to an Authority in relation to any incident (including any privacy breach) concerning the handling, management, safekeeping or protection of any Personal Information in connection with this Agreement, it must (to the extent such action is permitted by Law), provide notice to the Customer as soon as reasonably possible of the nature and content of the information to be produced or disclosed and, prior to providing a response to the Authority or disclosing any Personal Information, engage in reasonable consultation with the Customer regarding its proposed response or explanation.

## 20.2 Data Management and Protection Plan

- (a) Where the Supplier or its Personnel collects, uses, discloses, holds or otherwise processes any Personal Information in connection with this Agreement, the Supplier must, for the duration of those activities, have and maintain (and prepare and implement, if not already in existence) a Data Management and Protection Plan that caters for the handling of that Personal Information.
- (b) The Data Management and Protection Plan must be provided to the Customer's Representative within five Business Days following the Commencement Date or such other time as agreed between the parties in writing.

- (c) The Data Management and Protection Plan must:
- (i) set out measures for how the Supplier and its Personnel will:
    - A. comply with the Privacy Laws; and
    - B. protect Personal Information;
  - (ii) be consistent with the Privacy Laws and the security and privacy requirements under this Agreement, provided that, where the Privacy Laws and the security and privacy requirements under this Agreement both address standards in respect of same subject matter, the Data Management and Protection Plan must reflect the higher standard; and
  - (iii) cover such other matters as reasonably required by the Customer.
- (d) The Supplier must review and update the Data Management and Protection Plan annually or at such other times as reasonably required by the Customer to address a Security Incident or breach of this Agreement.
- (e) The Supplier must comply with its latest Data Management and Protection Plan and provide the latest copy of that Plan to the Customer's Representative on request.

### 20.3 No limitation of obligations

Nothing in this clause 20 is intended to limit any obligations that the Supplier has at Law with respect to privacy and the protection of Personal Information.

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## 21. Security



**Guidance note:** Additional security requirements or standards may be specified in an Order Form.

### 21.1 Scope of the Supplier's security obligations

- (a) Without limiting any other security obligation under this Agreement, the Supplier's security obligations under this clause apply to:
- (i) the Supplier's Activities; and
  - (ii) Customer Data and Personal Information, where and to the extent that the Supplier or its Personnel is in the possession of, controls, or is able to control, such data and information.
- (b) For the purposes of this clause 21, "**control**" includes controlling, managing, processing, generating, capturing, collecting, transferring, transmitting, deleting and destroying.

### 21.2 Supplier's security obligations

- (a) The Supplier must implement, maintain and enforce a formal program of technical and organisational security measures (including an audit and compliance program) relating to ICT security and cyber security that is in accordance with:
- (i) this clause 21; and
  - (ii) the standards or requirements specified in Item 40 of the Order Form,

**(Security Program)**, provided that, where clause 21 and the standards or requirements specified in the Order Form both address standards in respect of the same subject matter, the Security Program must reflect the higher standard.

- (b) The Security Program must be designed to:
- (i) monitor, audit, detect, identify, report and protect against Security Incidents, Viruses, and any other threats or hazards to the security or integrity of the Customer's operations or the Services and Deliverables in carrying out the Supplier's Activities;
  - (ii) ensure the security (including the confidentiality, availability and integrity) of the Services and Deliverables in accordance with the requirements of this Agreement;
  - (iii) ensure the continuity of the Customer's access to, and use of, the Services and Deliverables and in a manner that achieves any applicable Service Levels. This includes continuity of access and use during any business continuity event, Disaster recovery event, scheduled or unscheduled maintenance and similar events;
  - (iv) manage any potential security risks in the Supplier's supply chains that bear upon the Supplier's Activities;
  - (v) monitor, detect, identify and protect against fraud and corruption by the Supplier's organisation and the Supplier's Personnel; and
  - (vi) ensure that the Security Program is comprehensive in covering all components of the Supplier's Activities and protects data in accordance with this Agreement.
- (c) Without limiting its obligations under clause 21.2(a), the Supplier must ensure its Security Program complies, and is consistent, with the Policies, Codes and Standards (to the extent applicable to security).
- (d) The Supplier must regularly review and continuously improve the Security Program to ensure it remains current and up-to-date and continues to satisfy the requirements of this clause 21.2 and is in accordance with Best Industry Practice.
- (e) If specified in Item 40 of the Order Form, the Supplier must have, obtain and maintain from the Commencement Date and for the duration of the Supplier's Activities the security certifications specified or referenced in Item 40 of the Order Form from an accredited, independent, third party register or accredited, independent third party certification body. Unless otherwise specified in Item 40 of the Order Form, the certifications must be updated at least annually and must comply with any specific certification requirements set out in the Order Form.
- (f) Without limiting this clause 21.2, the Supplier must comply with any additional security obligations or standards specified in the Order Form.

### **21.3 Audits and compliance**

- (a) The Supplier must audit its compliance with its Security Program and security obligations under this Agreement in accordance with any timeframes specified in the Order Documents and, where no such timeframes are specified, on an annual basis.
- (b) The Supplier must provide the Customer, at the Customer's request, with electronic copies of:

- (i) any security certifications required by this clause 21 and a copy of each renewal of these certifications;
- (ii) a description of the Supplier's information security management system and cyber security management system;
- (iii) all reports relating to:
  - A. any external or internal audits of the Supplier's security systems (to be provided for the most recent period available), including follow-up reports on audit action items; and
  - B. where applicable, the integrity of any data backups required to be undertaken as part of the Supplier's Activities;
- (iv) evidence that a vulnerability and security management process is in place within its organisation that includes ongoing and routine vulnerability scanning, patching and coverage verification, with a frequency commensurate with any applicable security requirements specified in the Order Form, or where no requirements are specified, Best Industry Practice. This can include copies of relevant policies, scan results, vulnerability reports, registers of vulnerabilities and patch reports;
- (v) evidence that (if applicable) penetration and security testing (including any Acceptance Tests set out in the Order Form) are carried out:
  - A. prior to, and directly after, new systems are moved into production or in the event of a significant change to the configuration of any existing system; or
  - B. at such other times specified in the Order Form; and
- (vi) evidence that high and extreme Inherent Risks identified in audits, vulnerability scans and tests have been remediated,

which must contain (at a minimum) full and complete details of information and reports insofar as they relate to the Supplier's Activities. Where the Supplier is not permitted to provide the Customer with any of the foregoing (due to confidentiality obligations to third parties or because to do so would cause the Supplier to breach any Law or relevant security certification that the Supplier is subject to), the Supplier may (acting reasonably) redact those components that it is not permitted to provide to the Customer but only to the fullest extent needed to prevent the Supplier's non-compliance.

- (c) Without limiting clause 11.3(a)(ii), the Supplier must run initial and annual mandatory security awareness training for all of the Supplier's Personnel involved in carrying out the Supplier's Activities under this Agreement and ensure that those Personnel have completed the initial training prior to carrying out the Supplier's Activities.
- (d) At the Customer's request, the Supplier must implement any audit findings or recommendations arising from an audit conducted under clause 21.3(a) and reasonably demonstrate to the Customer the implementation of such findings and recommendations.

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## 22. Security Incidents

### 22.1 Notification of Security Incidents

If the Supplier becomes aware that there has been a Security Incident, the Supplier must immediately:

- (a) notify the Customer and, for Security Incidents that are classified by the Customer as having a major or potentially major impact or where otherwise directed by the Customer, also notify the Contract Authority where this Agreement is made pursuant to a MICTA; and
- (b) provide to the Customer, to the extent known at the time, the date of the Security Incident and a description of the Security Incident.

### 22.2 Actions required in relation to a Security Incident

- (a) Where the:
  - (i) Supplier becomes aware of any Security Incident; or
  - (ii) Customer notifies the Supplier that the Customer reasonably believes a Security Incident has occurred or is about to occur,then, the Supplier must, as soon as possible (but in any case within the time specified in Item 42 of the Order Form):
  - (iii) investigate and diagnose the Security Incident;
  - (iv) manage and contain the Security Incident and mitigate the impact of the Security Incident (working on a 24 x 7 basis if required);
  - (v) investigate and take steps to identify the root cause of the Security Incident and seek to understand the risks posed by the Security Incident and identify how these risks can be addressed; and
  - (vi) develop and adopt a remediation Plan addressing the rectification of, and the prevention of the future recurrence of the facts and circumstances giving rise to, the Security Incident (**Remediation Plan**).
- (b) The Supplier must:
  - (i) within 48 hours after the Supplier's initial awareness or notification of the Security Incident in accordance with clause 22.1(a), provide to the Customer, to the extent known at that time:
    - A. a list of actions taken by the Supplier to mitigate the impact of the Security Incident;
    - B. a summary of the records impacted, or which may be impacted, and any Customer Data and other information that has been or may have been lost, accessed or disclosed as a result of the Security Incident; and
    - C. the estimated time to resolve the Security Incident;
  - (ii) promptly on the Customer's request, provide copies of the results of the Supplier's analysis and the Remediation Plan to the Customer;

- (iii) provide any assistance reasonably required by the Customer or any Authority in relation to any criminal, regulatory or other investigation relating to the Security Incident;
  - (iv) promptly update the Remediation Plan to address any concerns reasonably raised by the Customer, following which the Supplier must implement the Remediation Plan in accordance with the timeframes agreed by the Customer;
  - (v) following implementation of the Remediation Plan, provide evidence to the Customer verifying that the remediation activities in the Remediation Plan have successfully resolved the underlying cause of the Security Incident (for example, by sharing the results of relevant penetration tests or vulnerability scans); and
  - (vi) review and learn from the Security Incident to improve security and data handling practices and prevent future Security Incidents from occurring.
- (c) For clarity, nothing in this clause 22:
- (i) requires the Supplier to provide the Customer with specific details that relate to the Supplier's other customers or would breach any applicable Laws; and
  - (ii) limits the Supplier's obligations at Law with respect to the notification and resolution of Security Incidents.

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## 23. Confidentiality

- (a) Where either party (**Recipient**) receives or otherwise possesses Confidential Information of the other party (**Discloser**), the Recipient must:
- (i) keep it confidential;
  - (ii) in the case of the Supplier or its Personnel, only use it where required to exercise its rights or perform its obligations under this Agreement; and
  - (iii) not disclose it to anyone other than:
    - A. with the prior consent of the Discloser and on the condition that the subsequent recipient is bound by the same or substantively equivalent confidentiality requirements as specified in this Agreement;
    - B. where required by the GIPA Act (or any other similar Laws) which may require the Customer to publish or disclose certain information concerning this Agreement;
    - C. where required by any other Laws, provided that the Recipient gives the Discloser reasonable notice of any such legal requirement or order to enable the Discloser to seek a protective order or other appropriate remedy (unless it would be in violation of a court order or other legal requirement);
    - D. in the case of the Customer, to:
      - 1) the Contract Authority or responsible Minister (where this Agreement is made under a MICTA); or



- 2) any Government Agency or Eligible Customer or responsible Minister for a Government Agency or an Eligible Customer; or
- E. to its Personnel and directors, officers, lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the party's exercise of its rights or performance of its obligations under this Agreement.
- (b) The Supplier must not issue any press release or make any other public statement regarding this Agreement or the Supplier's Activities without the prior written consent of the Customer, except as required by Law.
- (c) This clause 23 does not preclude the Customer from disclosing any information (including Confidential Information) of the Supplier to the extent that this Agreement otherwise permits the disclosure of such information.

## PART D: FEES AND PAYMENT

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### 24. Payment and invoicing

#### 24.1 Price

- (a) In consideration for the performance of the Supplier's Activities in accordance with this Agreement, the Customer agrees to pay to the Supplier the Price set out in the Payment Particulars, subject to any additional discounts, rebates, credits or other similar benefits specified in the Payment Particulars. Other than as expressly set out in this Agreement, such amounts are the only amounts payable by the Customer in respect of the Supplier's performance of the Supplier's Activities and its other obligations under this Agreement.
- (b) Subject to clause 1.4(b), the Price and any rates or charges specified in the Payment Particulars will be fixed for the Term, unless otherwise specified in the Payment Particulars.

#### 24.2 Benchmarking

- (a) Clauses 24.2 and 24.3 apply if it is specified in the Order Form that benchmarking applies.
- (b) No more than once per annum during the Term and commencing on the first anniversary of the Commencement Date, the Customer may, in its sole discretion, notify the Supplier in writing (**Benchmarking Notice**) that the Customer is seeking to implement a formal independent benchmarking of the cost of the Supplier's Activities in order to consider whether the rates and prices under this Agreement are competitive with the current Australian market for like deliverables and services (**Benchmarking Activities**).
- (c) An independent benchmarker may be agreed between the parties. If the parties cannot agree upon an independent benchmarker within 10 Business Days of the Benchmarking Notice, the Customer may appoint an independent third party benchmarker which the Customer reasonably considers to possess the adequate expertise to carry out the Benchmarking Activities, subject to such third party not being a direct competitor of the Supplier.
- (d) The parties will work together in good faith to expeditiously develop terms of reference which will form the basis of joint instructions for the benchmarker to follow

in conducting the Benchmarking Activities. Those terms of reference must, unless otherwise agreed by the parties, be based on the following principles:

- (i) a "like-for-like" comparison in respect of the Supplier's Activities, conducted by reference to one or both of:
    - A. a "whole of offering" basis in relation to all Services and Deliverables; and
    - B. a product and service category basis; and
  - (ii) appropriate normalisation, including with respect to volumes, method of delivery, quality of service and, in respect of clause 24.2(d)(i)B, taking into account any cross-subsidies offered between different product and service categories.
- (e) The parties will instruct the benchmarker to:
- (i) conduct the Benchmarking Activities on an objective and independent basis; and
  - (ii) use reasonable efforts to access and rely on recent, accurate and verifiable data in respect of its Benchmarking Activities.
- (f) The parties must ensure that the benchmarker signs a confidentiality deed in favour of the Supplier and the Customer (in a form acceptable to the Customer) prior to undertaking any Benchmarking Activities pursuant to this Agreement.
- (g) Unless otherwise agreed by the parties in writing, the Customer will bear the cost of engaging a benchmarker to undertake the Benchmarking Activities under this clause.
- (h) The parties must each appoint a reasonable number of Personnel to work under the direction of the benchmarker in collecting data necessary for the purposes of the benchmarking exercise.
- (i) The parties agree that the benchmarker may, in its own discretion, determine the information required to carry out the Benchmarking Activities and may carry out the benchmark as he or she sees fit (including by determining the benchmarking methodology).
- (j) The parties must reasonably co-operate with the benchmarker in connection with the Benchmarking Activities carried out under this clause 24.2.

### 24.3 Outcome of benchmarking

- (a) The benchmarker will be required to deliver a benchmarking report (**Benchmarking Report**) to the parties within 60 days of the Benchmarker's appointment, or within such other period as agreed by the parties in writing.
- (b) If the Benchmarking Report concludes that the rates and prices (or certain rates and prices) under this Agreement exceed the rates and prices offered by the current Australian market for comparable goods, services and activities, then the parties must use all reasonable endeavours to agree on an adjustment to the Payment Particulars to reduce the relevant rates and/or prices to align with the conclusions of the Benchmarking Report.
- (c) If the parties are unable to agree on adjustments to the rates and prices in the Payment Particulars in accordance with clause 24.3(b) within 20 Business Days of the issue of the Benchmarking Report, then, subject to the Supplier's rights under

clause 24.3(g), the Customer may, acting reasonably, determine the adjustments required to reduce the rates and prices in the Payment Particulars to reflect the conclusions contained in the Benchmarking Report.

- (d) If the Customer determines that an adjustment to the rates and prices in the Payment Particulars is required in accordance with clause 24.3(c), the Customer may issue a notice to the Supplier notifying it of the adjustment (**Adjustment Notice**).
- (e) The parties acknowledge and agree that if an adjustment to the rates and prices in the Payment Particulars is determined under clauses 24.3(b) or 24.3(c), the Payment Particulars will be deemed to have been amended to reflect the relevant adjustment, on and from the date:
  - (i) on which the parties reach an agreement in respect of the adjustment to the rates and prices under clause 24.3(b); or
  - (ii) specified in an Adjustment Notice issued by the Customer under clause 24.3(d), provided that the Customer will not specify a retrospective date in the Adjustment Notice.
- (f) A party may dispute the results of the Benchmarking Report if it reasonably considers that the findings in, and/or the conclusions of, the Benchmarking Report are based on incorrect facts, assumptions or comparisons. Any such dispute must be notified within 20 Business Days of the issue of the Benchmarking Report and must be resolved in accordance with clause 35.
- (g) The Supplier may dispute an Adjustment Notice if it reasonably considers that the adjustment to the rates and prices proposed in that notice are materially inconsistent with the conclusions contained in the Benchmarking Report. Any such dispute must be notified within 20 Business Days of the issue of the relevant Adjustment Notice and must be resolved in accordance with clause 35.

## 24.4 Invoicing

- (a) The Supplier must Invoice the Customer at the time stated in the Order Form or Payment Particulars or, if the time for payment is not stated, then the Supplier must Invoice the Customer within 30 days from the end of the calendar month in which the relevant Deliverables or Services are provided to the Customer in accordance with this Agreement.
- (b) The Supplier must:
  - (i) ensure that its Invoice is a valid tax invoice for the purposes of the GST Law;
  - (ii) together with any Invoice provided under clause 24.4(a), provide the Customer with a subcontractor's statement regarding workers' compensation, payroll tax and remuneration in the form specified at <https://www.revenue.nsw.gov.au/help-centre/resources-library/opt011.pdf> (or such other site or form as advised by the Customer from time to time); and
  - (iii) provide any further details in regard to an Invoice that are set out in the Order Form or reasonably required by the Customer.

## 24.5 Payment

- (a) Subject to the Supplier satisfying any conditions precedent to payment specified in Item 46 of the Order Form, the Customer will pay any Correctly Rendered Invoice:

- (i) by electronic funds transfer to the bank account details nominated by the Supplier in Item 46 of the Order Form, or as otherwise stipulated in writing by the Supplier from time to time; and
  - (ii) within 30 days following receipt of the Correctly Rendered Invoice, or such other time as specified in the Order Form.
- (b) The making of a payment is not an acknowledgment that the Supplier's Activities have been provided in accordance with this Agreement.
- (c) If the Supplier has overcharged the Customer in any Invoice, the Supplier must promptly refund any amounts that the Supplier has overcharged the Customer, and adjust current Invoices that have not been paid by the Customer to ensure that the Customer is only liable to pay the correct amount.

## **24.6 Payment disputes**

If the Customer disputes or is unable to reconcile part of an Invoice, the Customer may withhold payment for the amount in dispute or in discrepancy until such dispute or discrepancy is resolved. In such case, the Customer must promptly notify the Supplier of the amount in dispute and the reasons for disputing it.

## **24.7 Set off**

- (a) The Customer may, on notice to the Supplier, deduct from any amount otherwise due to the Supplier and from any security held by the Customer:
- (i) any debt or other liquidated amount due from the Supplier to the Customer; or
  - (ii) any Claim to money which the Customer may have against the Supplier whether for damages (including Liquidated Damages) or otherwise,
- under or in connection with this Agreement.
- (b) The rights given to the Customer under this clause 24.7 are in addition to and do not limit or affect any other rights of the Customer under this Agreement or at Law. Nothing in this clause 24.7 affects the right of the Customer to recover from the Supplier the whole of the debt or Claim in question or any balance that remains owing.

## **24.8 Taxes**

- (a) Subject to clause 24.8(b), the Price is inclusive of, and the Supplier is responsible for paying, all Taxes levied or imposed in connection with the provision of the Supplier's Activities under this Agreement.
- (b) Unless otherwise specified, all amounts specified in this Agreement are exclusive of GST.
- (c) The Customer must, subject to receipt from the Supplier of a Correctly Rendered Invoice, pay any GST that is payable in respect of any taxable supply made under this Agreement in addition to the amount payable (exclusive of GST) for the taxable supply. GST is payable at the same time as the amount payable for the taxable supply to which it relates.
- (d) Where the Customer is required by any applicable Law to withhold any amounts from the payments made by it to the Supplier under this Agreement, the Customer:

- (i) may withhold such amounts and will not be required to gross-up its payments to the Supplier for any amounts withheld; however
- (ii) will provide the Supplier with a certificate of withholding or such other reasonable evidence of such withholding, to facilitate the Supplier's claims or deductions with the relevant taxing authority.

## **PART E: RISK ALLOCATION AND MANAGEMENT**

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### **25. Business contingency and Disaster recovery**

#### **25.1 Business contingency**

While carrying out the Supplier's Activities, the Supplier must have reasonable business continuity and contingency measures and procedures in place to ensure business continuity and no disruption to the Customer or any Customer User.

#### **25.2 Business Contingency Plan**

- (a) If stated in the Order Form that a business contingency plan is required, the Supplier must, within the timeframe stated in the Order Form or as otherwise agreed in writing by the parties, have in place (and prepare and implement, if not already in existence) a Business Contingency Plan for the approval of the Customer (**Business Contingency Plan**).
- (b) The Business Contingency Plan must:
  - (i) specify the procedures and plans to predict, avoid, remedy and mitigate internal or external problems (including any Disasters) that may have an adverse effect on the Supplier's Activities;
  - (ii) comply with the security standards, requirements and certifications required by this Agreement, including under clause 21; and
  - (iii) include any other details specified in the Order Documents or as otherwise reasonably required by the Customer.
- (c) In developing the Business Contingency Plan, the Supplier must undertake a careful and informed assessment of the likely events and circumstances which may affect the Supplier's ability to carry out its obligations under this Agreement (including those in existence at the Commencement Date or notified by the Customer to the Supplier in writing).
- (d) The Business Contingency Plan must be reviewed and tested by the Supplier in accordance with the timeframes stated in the Order Form, or if no timeframes are stated, at least annually. The Supplier must provide the results of any review or test of its Business Contingency Plan to the Customer upon request.
- (e) If any updates to the Business Contingency Plan are required as a result of any review or test of the Business Contingency Plan, the Supplier must make those updates and re-submit the Business Contingency Plan to the Customer for approval.
- (f) The Supplier must comply with the latest Business Contingency Plan that has been approved by the Customer pursuant to clause 8.
- (g) For clarity, the Business Contingency Plan is a Document Deliverable. Clause 8 therefore applies to the Business Contingency Plan, including any updates to it.

## 25.3 Disasters

On the occurrence of a Disaster, the Supplier must immediately:

- (a) notify the Customer's Representative that a Disaster has occurred; and
- (b) implement any measures set out in the Business Contingency Plan or such other measures as reasonably required by the Customer to mitigate and respond to the Disaster.

## 26. Step-in

### 26.1 Step-In Rights

- (a) This clause 26 applies where specified in Item 48 of the Order Form that the Customer may exercise Step-In Rights.
- (b) Without limiting any other right or remedy under this Agreement or at Law, if the Customer reasonably forms the opinion that:
  - (i) the Supplier is unable or unwilling to provide any of the Supplier's Activities in accordance with this Agreement;
  - (ii) a Disaster or emergency has occurred, which the Supplier is unable to prevent or overcome and which will or does materially affect the operations of the Customer;
  - (iii) a Security Incident has occurred and the Supplier has failed to take, or delayed in taking, the actions required in relation to the Security Incident under clause 22.2; or
  - (iv) the Supplier has materially breached its obligations under this Agreement or there is a real and reasonable prospect of the Supplier materially breaching its obligations under this Agreement,

the Customer may give written notice to the Supplier that it intends to exercise its rights under this clause 26 (**Step-In Rights**).

- (c) To the extent reasonably practicable, before exercising Step-In Rights the Customer agrees to consult with the Supplier in relation to measures to mitigate or manage the impact of events and circumstances giving rise to the Step-In Rights.
- (d) For the purpose of exercising Step-In Rights, the Customer:
  - (i) will be entitled to act as the Supplier's agent under all contracts entered into by the Supplier that relate to the Supplier's Activities and are necessary for the Customer to exercise the Step-In Rights; and
  - (ii) may:
    - A. give reasonable instructions to any employee of the Supplier (and the Supplier must ensure that such requests are complied with); and
    - B. contract with any of the subcontractors engaged by the Supplier,

as is reasonably required by the Customer to exercise the Step-In Rights.

- (e) Upon receiving notice from the Customer stating that the Customer is exercising the Step-In Rights, the Supplier must:
  - (i) at the Customer's request, allow the Customer or a third party engaged by the Customer to provide part or all of the Supplier's Activities; and
  - (ii) maintain all third party agreements, consents and approvals necessary to enable the Customer to exercise its rights under this clause 26.
- (f) If the Customer exercises its Step-In Rights under this clause 26:
  - (i) the Customer will be relieved from paying any component of the Price that relates to those Supplier's Activities in respect of which it has exercised Step-In Rights, for the period of such exercise, however will continue to pay those components of the Price which relate to Supplier's Activities unaffected by the Step-In Rights; and
  - (ii) the Supplier must pay to the Customer on demand an amount equal to:
    - A. any costs incurred by the Customer in connection with the exercise of its Step-In Rights (including any costs relating to the Customer or its Personnel providing any part or all of the Supplier's Activities) under clause 26.1(e)(i)); and
    - B. the quantum of any increase in the fees or costs paid by the Customer to any third party (including any substitute supplier) in respect of the period of the exercise of the Step-In Rights.
- (g) The Customer will use its reasonable efforts to minimise the quantum of any increase under clause 26.1(f)(ii)B.
- (h) The Supplier will not be responsible for any default or delay in the delivery of the Supplier's Activities to the extent that it was caused by the Customer or any third party providing part or all of the Supplier's Activities as contemplated in clause 26.1(e)(i), except to the extent contributed to by the Supplier or any of its Personnel.
- (i) If the Customer exercises its Step-In Rights for 60 days or more (or such other period as specified in Item 48 of the Order Form), then the Customer may, at its sole discretion, elect to terminate this Agreement or reduce its scope pursuant to clause 29.1(d).

## 26.2 Conclusion of Step-In

- (a) The Customer may cease to exercise its Step-In Rights at any time by giving the Supplier at least five Business Days written notice or such other period specified in Item 48 of the Order Form (**Step-Out Notice**).
- (b) Upon the Customer ceasing to exercise a Step-In Right, the Supplier must recommence performance of the Supplier's Activities on the date specified in the Step-Out Notice.
- (c) The Customer must relinquish the control and possession of any of the Supplier's resources utilised for the performance of the Step-In Rights and must provide the Supplier with details of its actions taken during the period in which the Customer was exercising its Step-In Rights.

## 26.3 No prejudice

The parties acknowledge and agree that:

- (a) except as specified in clause 26.1(g), nothing in this clause 26 will prejudice the rights of the Customer (including with respect to termination) or relieve the Supplier of its liabilities or responsibilities whether under this Agreement or otherwise according to Law; and
- (b) the Customer is under no obligation to exercise Step-In Rights before it exercises any termination rights under this Agreement.

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## **27. Insurance**

- (a) Unless otherwise specified in Item 49 of the Order Form, the Supplier must hold and maintain each of the following types of insurances, for the periods and in the amounts specified below:
  - (i) public liability insurance with a limit of cover of at least \$20 million in respect of each occurrence, to be held for the duration of the Supplier's Activities;
  - (ii) product liability insurance with a limit of cover of at least \$20 million in respect of each occurrence and in the aggregate, to be held for the duration of the Supplier's Activities and for at least seven years thereafter;
  - (iii) workers' compensation insurance as required by Law;
  - (iv) professional indemnity insurance with a limit of cover of at least \$20 million in respect of each occurrence and in the aggregate, to be held for the duration of the Supplier's Activities and for at least seven years thereafter; and
  - (v) such other insurances as specified in Item 49 of the Order Form.
- (b) Without limiting clause 27(a), where specified in the Order Form, the Supplier must hold and maintain:
  - (i) cyber security insurance with a limit of cover of at least \$20 million in respect of each claim (or such other amount specified in Item 49 of the Order Form), to be held for the duration of the Supplier's Activities; and
  - (ii) insurance that covers Losses that may be suffered as a result of a data security breach or the wrongful disclosure and use of Personal Information by the Supplier or its Personnel.
- (c) Within 10 Business Days following a request from the Customer, the Supplier must provide the Customer with:
  - (i) a certificate of currency issued by its insurer or insurance broker (or other form of evidence acceptable to the Customer) confirming that all insurance policies required by this Agreement are current and that the insurance has the required limits of cover; and
  - (ii) any information reasonably requested by the Customer regarding the policies for each of the insurances required to be held and maintained by the Supplier under clauses 27(a) and 27(b) (which may include reasonably redacted policy provisions or summarised policy terms where disclosure of the full policy terms is restricted by confidentiality obligations owed by the Supplier to third parties).



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## 28. Performance Guarantee and Financial Security

### 28.1 Performance Guarantee

If specified in Item 50 of the Order Form, the Supplier must arrange for a guarantor approved in writing by the Customer to enter into an agreement with the Customer in substantially the same form as the document in Schedule 8 or such other document reasonably acceptable to the Customer. This Performance Guarantee must be provided to the Customer within 15 Business Days following the Commencement Date or at such other time as specified in Item 50 of the Order Form.

### 28.2 Financial Security

- (a) If specified in Item 51 of the Order Form, the Supplier must provide a financial security in the amount stated in the Order Form and in substantially the same form as the document in Schedule 9 or such other document reasonably acceptable to the Customer (**Financial Security**). The Financial Security must be provided to the Customer within 15 Business Days following the Commencement Date or at such other time as specified in Item 51 of the Order Form.
- (b) If the Prices payable for the Supplier's Activities are increased pursuant to this Agreement (including due to a Change Request approved under clause 10), the Customer may, acting reasonably, direct the Supplier to provide additional security in an amount that is proportionate to the increase in Price, and the Supplier must promptly comply with such a direction.
- (c) Subject to its rights to have recourse to the Financial Security, the Customer must release the Financial Security on the sooner of:
  - (i) one year from the date of issue of the Acceptance Certificate for the last Deliverable under the Order Form, or if no Acceptance Tests were required, one year following the termination or expiry of this Agreement (or such other period specified in the Order Documents);
  - (ii) the date the Customer and the Supplier agree in writing to release the issuer of the Financial Security; and
  - (iii) the date the Customer notifies the issuer of the Financial Security in writing that the Financial Security is no longer required.

### 28.3 Costs

Unless otherwise specified in the Order Form, the Supplier will be responsible for the costs that it incurs in complying with its obligations under this clause 28.

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## 29. Termination

### 29.1 Termination for cause by the Customer

The Customer may (in its sole discretion) immediately terminate this Agreement or reduce its scope by written notice to the Supplier:

- (a) if the Supplier breaches a term of this Agreement which is:
  - (i) not capable of remedy; or
  - (ii) capable of remedy, but the Supplier fails to remedy it within 30 days of receiving a notice to do so;

- (b) if an Insolvency Event occurs in respect of the Supplier, to the extent there is no prohibition at Law in respect of such termination;
- (c) if the Supplier or any parent company of the Supplier involved in the performance of the Supplier's Activities undergoes a Change in Control or Other Changes, without the Customer's prior written consent; or
- (d) in any of those circumstances specified in clauses 12.7(b), 13.6, 14.4(a)(iii), 14.4(c)(iii), 26.1(i) and 36.4 or as otherwise set out in this Agreement, including the Additional Conditions,

in which circumstances the Customer's sole liability will be to pay the Supplier (subject to substantiation by the Supplier and the Supplier submitting a Correctly Rendered Invoice in accordance with this Agreement) for work carried out prior to the date of termination or reduction in scope.

## 29.2 Termination for convenience by the Customer

- (a) Without prejudice to the Customer's other rights, the Customer may for its sole convenience, and for any reason, by written notice to the Supplier immediately terminate this Agreement or reduce its scope, effective from the time stated in the Customer's notice, or if no such time is stated, at the time notice is given to the Supplier.
- (b) If the Customer terminates this Agreement or reduces its scope under clause 29.2(a), the Supplier:
  - (i) must take all reasonably practicable steps to mitigate the costs referred to in clause 29.2(b)(ii); and
  - (ii) will be entitled to payment of the following amounts, subject to substantiation by the Supplier, being:
    - A. for:
      - 1) work carried out prior to the time of termination or reduction in scope; and
      - 2) third party costs and disbursements duly incurred, with the authorisation of the Customer, but only to the extent referable to the period prior to the effective time of termination,  
  
which would have been payable if this Agreement had not been terminated or reduced in scope and the Supplier submitted an Invoice for the work carried out prior to this date; and
    - B. such other specific costs itemised in Item 52 of the Order Form (if any),  
  
but in no case will the total amount payable to the Supplier be more than the total Price that would have been payable by the Customer had this Agreement not been terminated.
- (c) The amount to which the Supplier is entitled under this clause 29.2 will be a limitation on the Customer's liability to the Supplier arising out of, or in connection with, the termination or reduction in scope of this Agreement and the Supplier may not make any Claim against the Customer with respect to this, other than for the amount payable under this clause 29.2.

### **29.3 Consequences of reduction of scope**

If the Customer exercises its right to reduce the scope of this Agreement pursuant to clause 29, the parties agree that the Price will be reduced proportionately and in accordance with any methodology specified in the Payment Particulars.

### **29.4 Termination for cause by the Supplier**

- (a) The Supplier may immediately terminate this Agreement by written notice to the Customer if:
- (i) the Customer has not paid an amount due and payable by it under this Agreement and the:
    - A. amount has been properly invoiced in a Correctly Rendered Invoice and is not the subject of any unresolved dispute under clause 24.6;
    - B. Supplier has issued a notice to the Customer, stating that the amount is overdue and that the Supplier intends to terminate unless the amount is paid; and
    - C. Customer does not pay the amount within 90 days of the date it receives the Supplier's notice under clause 29.4(a)(i)B; or
  - (ii) the Customer has:
    - A. breached this Agreement in a manner which results in the Supplier being in breach of a Law; or
    - B. intentionally and wilfully:
      - 1) breached clauses 17.10 or 23; or
      - 2) misappropriated the Intellectual Property Rights of the Supplier in its Existing Materials in a manner that is contrary to the Intellectual Property Rights granted or licenced to the Customer under this Agreement,
- and the Customer does not cease the relevant conduct within 60 days of receiving a written notice from the Supplier requesting it to do so.
- (b) This clause 29.4 exhaustively sets out the Supplier's rights to terminate this Agreement.

### **29.5 Dispute resolution**

For clarity, the processes described in clause 35 are independent of, may be undertaken contemporaneously with, and do not constrain or delay, a party exercising its rights under this clause 29.

### **29.6 Survival of rights on termination or reduction in scope**

Termination of this Agreement will be without prejudice to any other rights or obligations which may have accrued under this Agreement on or before termination.

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## 30. Suspension

- (a) The Customer may direct the Supplier in writing to:
- (i) suspend the performance or carrying out of; and/or
  - (ii) after a suspension has been instructed, re-commence the performance or carrying out of,
- all or part of the Supplier's Activities, at any time. Any such suspension will be effective on and from the date specified in the Customer's direction.
- (b) The Supplier must comply with any direction issued by the Customer under clause 30(a).
- (c) If a suspension under this clause 30 is instructed by the Customer as a result of any breach by the Supplier, the Supplier's failure or delay in carrying out any of its obligations in accordance with this Agreement or because of any event of the kind described in clause 29.1, such suspension will be without any liability to the Customer and the Supplier will not be entitled to make any Claim against the Customer arising out of, or in connection with, the suspension.
- (d) If a suspension is instructed by the Customer under clause 30(a) other than for the reasons described in clause 30(c), then:
- (i) unless otherwise agreed by the parties, the Supplier will be entitled to Invoice the Customer the direct, reasonable and substantiated costs (excluding any profit, profit component or overheads) necessarily incurred by the Supplier as a result of implementing the suspension as directed by the Customer, to the extent such costs could not have been reasonably mitigated or avoided;
  - (ii) the Supplier must take all reasonable steps to mitigate those costs incurred by it as a result of such suspension; and
  - (iii) the Supplier will not be entitled to make any Claim against the Customer arising out of or in connection with the suspension other than as described in clause 30(d)(i).

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## 31. Transition-Out Services

### 31.1 Application of this clause

This clause 31 applies if it is specified in the Order Form that the Supplier is required to provide Transition-Out Services as part of any Stage or part of the Supplier's Activities.

### 31.2 Transition-Out Plan

- (a) If the Order Form specifies that a Transition-Out Plan must be prepared by the Supplier with respect to the Supplier's Activities, by any date specified in the Order Form or otherwise promptly on request, the Supplier must prepare, and submit to the Customer's Representative for the Customer's approval in accordance with clause 8, a plan setting out how the Supplier will effect:
- (i) the orderly disablement of the Supplier's Activities; or
  - (ii) where applicable, the transfer of the performance of the Supplier's Activities under this Agreement to the Customer or a third party, including complying with the obligations set out in this clause 31.

- (b) The Supplier must ensure that the Transition-Out Plan sets out:
  - (i) the timeframes within which the Supplier will perform its obligations under the Transition-Out Plan;
  - (ii) any specific transition-out or disengagement obligations specified in the Order Documents; and
  - (iii) any charges, or the basis or methodology for the calculation of charges, which the Customer will pay the Supplier to perform the Services described in the Transition-Out Plan (if not otherwise specified in the Order Documents).
- (c) The Supplier must:
  - (i) review and update the Transition-Out Plan periodically throughout its engagement under this Agreement or at the Customer's reasonable request; and
  - (ii) make any updates to the Transition-Out Plan that are reasonably requested by the Customer.
- (d) For clarity, the Transition-Out Plan is a Document Deliverable. Clause 8 therefore applies to the Transition-Out Plan, including any updates to it.

### **31.3 General**

The Supplier must for the duration of the Transition-Out Period (or such other period as agreed between the parties in writing):

- (a) carry out all transition-out or disengagement Services specified in the Module Terms and other Order Documents or that are necessary to ensure the smooth transition of the Supplier's Activities to the Customer or its nominee;
- (b) if a Transition-Out Plan has been approved by the Customer, perform its obligations as set out in the Transition-Out Plan; and
- (c) co-operate with the Customer and its Personnel in relation to the performance of all Transition-Out Services.

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## **32. Consequences of expiry or termination**

### **32.1 Extracting or retrieving Customer Data**

The Supplier must enable the Customer to extract or retrieve Customer Data, or otherwise provide the Customer Data to the Customer, in accordance with the requirements of this Agreement, for a minimum period of up to six months after the expiry or termination of this Agreement (or such other period as specified in the Order Documents or agreed between the parties in writing).

### **32.2 Confidential Information and intellectual property**

Subject to clauses 23 and 32.1 and any requirements at Law applicable to the parties, on the expiry or termination of this Agreement, the Supplier and its Personnel must cease to access, and at the Customer's election, securely:

- (a) return; or
- (b) destroy,

the Customer's:

- (c) Confidential Information; and
- (d) Existing Materials, New Materials and other Materials that comprise the Customer's Intellectual Property Rights.

## **33. Warranties**

### **33.1 Mutual warranties**

Each party represents, warrants and undertakes to the other party that:

- (a) as at the date that this Agreement is entered into, it is properly constituted and has sufficient power, capacity and authority to enter into this Agreement and perform the activities required under it;
- (b) in so far as it uses Personnel to perform activities on its behalf under this Agreement, those Personnel are duly authorised by it; and
- (c) it will reasonably co-operate with the other party and its respective Personnel to promote timely progress and fulfilment of this Agreement.

### **33.2 General Supplier warranties**

Without limiting any other warranty under this Agreement, the Supplier represents, warrants and undertakes to the Customer that:

- (a) to the best of its knowledge and belief after making due and reasonable enquiries, there is no Conflict of Interest in respect of itself and its Personnel, which relates to the Supplier's ability to perform its obligations under this Agreement;
- (b) the information that is provided to the Customer in terms of the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Supplier and its Personnel is, to the best of the Supplier's knowledge and belief, correct and not misleading as at the date it was (or is to be) supplied to the Customer;
- (c) it is not aware of any information which, if it had provided that information to the Customer, may reasonably be expected to have had a material effect on the decision made by the Customer to enter into this Agreement;
- (d) the office holders of the Supplier and any associate of the Supplier (as defined under section 11 of the Corporations Act) or its Related Body Corporate are of good fame and character; and
- (e) the Supplier has all the Authorisations necessary to perform its obligations under this Agreement.

### **33.3 Warranties in relation to Supplier's Activities**

Without limiting any other warranty under this Agreement, the Supplier represents and warrants to the Customer that:

- (a) the Supplier's Activities will be carried out with due skill, care and diligence;
- (b) the Supplier's Activities (including Deliverables repaired or replaced or Services re-performed under this Agreement) will meet the Specifications and other requirements of this Agreement;

- (c) the Supplier's Activities will only be carried out by Supplier's Personnel who meet the Personnel requirements under this Agreement; and
- (d) it will perform the Supplier's Activities in accordance with all applicable Laws.

### **33.4 Implied warranties**

The express warranties given by the Supplier under this Agreement are provided by the Supplier to the exclusion of any implied representations or warranties not set out in this Agreement, provided that this Agreement (including clause 33.4) does not operate to exclude any statutorily implied representations, warranties, conditions or guarantees which cannot legally be excluded. To the extent that any such statutorily non-excludable representations, warranties, conditions or guarantees apply, the Supplier limits its liability for their breach to the maximum amount permitted by Law.

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## **34. Indemnities and liability**

### **34.1 Indemnities**

The Supplier indemnifies the Indemnified Entities against any Loss arising out of, or connected with any:

- (a) personal injury or death to any person or damage to, or loss of any real or tangible property to the extent caused or contributed to by an act or omission of the Supplier or any of the Supplier's Personnel;
- (b) breach of the Supplier's or its Personnel's obligations under clauses 19.1 (Obligations in relation to Customer Data), 19.2 (Security of Customer Data), 20 (Privacy), 21 (Security), 22 (Security Incident notification) or 23 (Confidentiality);
- (c) Claim brought by a third party arising out of, or in connection with, any actual or alleged infringement of Intellectual Property Rights or Moral Rights in the Deliverables or Services or associated with the Supplier's Activities, or any breach by the Supplier of the warranties in clause 17.12; or
- (d) of the Supplier's or its Personnel's fraud, recklessness or Wilful Misconduct.

### **34.2 Third Party IP Claims**

In relation to Claims of the kind referred to in clause 34.1(c), the parties agree that the Supplier's liability under the indemnity under that sub-clause is reduced to the extent that Loss arising under that indemnity is caused or contributed to by:

- (a) the Customer's combination, operation or use of a Deliverable or Service with any other product, equipment, software or document of the Customer or a third party, except where:
  - (i) such combination, operation or use is authorised under this Agreement;
  - (ii) the Supplier supplied the Deliverable or Service on the basis that it can be combined, operated or used with the Customer's or the relevant third party's products; or
  - (iii) such combination, operation or use should have been reasonably anticipated by the Supplier having regard to the nature and purpose of the Deliverable or Service;
- (b) the Customer's unauthorised modification of a Deliverable without the knowledge of the Supplier, except where such modification was contemplated in the Order

Documents or reasonably anticipated having regard to the nature and purpose of the Deliverable; or

- (c) in relation to Licensed Software:
- (i) the Supplier following the Customer's written technical directions in relation to the coding and configuration of the Licensed Software, to the extent that verifying or validating such directions is not within the scope of the Supplier's Activities; or
  - (ii) the Customer's continued use of old versions of the Licensed Software after the Supplier has notified the Customer in writing of the relevant infringement and provided the Customer (at no additional cost) a remedial software version, patch or correction, or a replacement part or other correction, that would have overcome the relevant infringement without affecting the performance or availability of the Licensed Software.

### 34.3 Indemnities not affected by insurance

For clarity, the Supplier's obligations and liability to indemnify the Indemnified Entities under this Agreement or otherwise, will not be affected in any way by any terms of insurance or any refusal by the insurer to indemnify the Supplier under the policies of insurance.

### 34.4 Status of indemnities

The Supplier's obligations to indemnify any Indemnified Entities who are not the Customer, under this Agreement or otherwise, are held on trust by the Customer and may be fully and effectively enforced by the Customer on behalf of those other entities.



**Guidance note:** In the Order Form, there is an ability to adjust certain aspects of the liability framework, including the matters that are carved-out of the liability cap. Adjustments which are non-beneficial to the Customer should only be considered where supported by clear operational and commercial requirements and must align with the risk profile of the relevant procurement. Non-beneficial changes will require governance approval in accordance with relevant New South Wales Procurement Board Directions.

### 34.5 Liability cap

- (a) Subject to clauses 34.5(c) and 34.5(d), the liability of each party under this Agreement, howsoever arising and whether for breach, in tort (including negligence) or for any other common law or statutory cause of action is limited to the Limitation Amount.
- (b) In clause 34.5(a), the "**Limitation Amount**" means the amount specified in Item 53 of the Order Form, which may be:
  - (i) a fixed amount;
  - (ii) a multiple of the total amounts paid or payable by the Customer under this Agreement; or
  - (iii) an amount determined by reference to any other mechanism,

in the aggregate or otherwise, provided that where no such amount is specified or Item 53 of the Order Form is left blank, the Limitation Amount (in that case, being the aggregate liability of a party under this Agreement), will be the Default Amount. The "**Default Amount**" will be determined in accordance with the table below:



Total Fees Paid or Payable*	Default Amount
Under \$1,000,000 (including GST)	\$2,000,000
\$1,000,000 and above (including GST)	Two times the total fees paid or payable by the Customer under this Agreement.
* "Paid or payable" includes amounts that at the relevant time have not been paid but which would have become payable if the parties performed all of their obligations under this Agreement. It is not limited to amounts that at the relevant time have become due and payable.	

- (c) The Supplier's liability under this Agreement is uncapped, and the limitation of liability set out in clause 34.5(a) does not apply in relation to each of the following:
- (i) liability arising:
    - A. under any of the indemnities in clause 34.1; or
    - B. in respect of any of the matters referenced in that clause, except to the extent that the parties expressly agree to, in Item 53 of the Order Form, an alternative approach in relation to regulating the quantum of any such liability; or
  - (ii) the Supplier's abandonment or repudiation of its obligations under this Agreement.
- (d) Where the Supplier is a current member of a relevant scheme approved under the Professional Standards Legislation, and that scheme applies to limit the liability of the Supplier in accordance with that scheme, then the Supplier's liability will not be regulated by clauses 34.5(a) and 34.5(c) but will instead be limited only to the extent specified under that scheme. For clarity, to the extent that any such scheme does not apply, the Supplier's liability will continue to be determined in accordance with the other provisions of this clause 34.

### 34.6 Exclusions of liability

- (a) In no event will either party's liability to the other party, howsoever arising and whether for breach, in tort (including negligence) or for any other common law or statutory cause of action, include any liability for special, indirect, incidental or consequential loss or damage.
- (b) Nothing in clause 34.6(a) will preclude a party from recovering:
- (i) Loss which may fairly and reasonably be considered to arise naturally, in the usual course of things, from the breach or other act or omission giving rise to the relevant liability; and
  - (ii) any kinds of Loss which the parties expressly agree, in Item 53 of the Order Form, will be treated as Loss of the kind referred to in clause 34.6(b)(i),
- and where the Customer is the recovering party:
- (iii) any Loss against which the Supplier is required to indemnify the Indemnified Entities under clause 34.1, to the extent such Loss relates to

monies, amounts or liabilities owed, due, paid or payable, or obligations owed, to a third party; and

- (iv) subject to applicable common law tests in respect of the recovery of Loss, any costs and expenses relating to any of the following activities (which, for clarity, will be treated as loss of the kind referred to in clause 34.6(b)(i)):
  - A. repairing or replacing the relevant Deliverable or Licensed Software or re-supplying any Services, including the cost of procuring replacement deliverables or services of equivalent functionality and performance internally or from a third party;
  - B. implementing any reasonably necessary temporary workaround in relation to the Licensed Software, Services or Deliverables;
  - C. engaging labour resources to reload any lost or corrupt data to the extent caused or contributed by the Supplier, from the last backup made of such data (regardless of whether the Supplier is responsible for backup of that data as part of the Supplier's Activities); and
  - D. activities undertaken by, or on behalf of, the Customer in connection with the mitigation of Loss.

### **34.7 Application and contribution**

- (a) Each party's liability will be reduced proportionately to the extent caused or contributed by the other party.
- (b) The limitations and exclusions of liability in this clause 33.4 only apply to the extent permitted by Law.

### **34.8 Mitigation**

The Supplier's obligation to indemnify the Indemnified Entities against Loss under clause 34.1 is reduced to the extent that the relevant Loss arose due to a failure of the relevant Indemnified Entity to take reasonable steps to mitigate that Loss.

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## **35. Dispute resolution**

### **35.1 General**

- (a) The parties agree to resolve any dispute between them that arises out of, or in connection with, this Agreement in accordance with the procedure set out in clauses 35.2 to 35.3 or such other procedure set out in Item 54 of the Order Form.
- (b) Either party may give written notice of a dispute to the other party setting out the particulars of the dispute and, where the notice is issued by the Customer, indicating whether the Contract Authority is to be involved in the dispute resolution process (**Dispute Notice**).
- (c) Nothing in this clause 35 limits the ability of either party to commence legal action against the other party for urgent interlocutory relief.

## 35.2 Escalation

- (a) Within 10 Business Days of a party receiving a Dispute Notice, the Customer's Representative and the Supplier's Representative must meet and try to resolve the dispute in good faith.
- (b) If the parties have not:
  - (i) resolved the dispute; or
  - (ii) met,

within the period specified in clause 35.2(a), a senior executive of each party must meet and try to resolve the dispute in good faith within 10 Business Days or such other period as may be agreed by the parties in writing.

## 35.3 Alternative dispute resolution

- (a) Unless otherwise specified in the Order Form, if the dispute remains unresolved after 20 Business Days of the date of the Dispute Notice (or such longer period as may be agreed by the parties in writing), then either party may issue a notice in writing to the other party requiring the dispute to be determined by mediation in accordance with, and subject to, the Resolution Institute Mediation Rules or any equivalent and replacement rules.
- (b) If the dispute still remains unresolved 20 Business Days after a party becomes entitled to issue a notice in writing under clause 35.3(a) requiring the dispute to be determined by mediation, and by that time:
  - (i) *neither party has referred the dispute to mediation*: then either party may commence any other form of dispute resolution, including court proceedings, to determine the dispute; or
  - (ii) *the dispute has been referred to mediation*: then neither party may commence any other form of dispute resolution to determine the dispute, until a further 10 Business Days has elapsed following the commencement of mediation.

## 35.4 Acknowledgment

The parties acknowledge and agree that neither party may commence any other form of dispute resolution to determine the dispute, until the procedure set out in clauses 35.2 to 35.3 (or such other procedure set out in Item 54 of the Order Form) has been complied with in relation to the dispute.

## 35.5 Costs

Each party will bear its own costs in respect of complying with this clause 35.

## 35.6 Continue to perform

Notwithstanding the existence of a dispute, the parties must continue to perform their obligations under this Agreement.

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## **36. Force Majeure**

### **36.1 Force Majeure Event**

Subject to clauses 36.2 and 36.3, non-performance as a result of a Force Majeure Event by a party of any obligation required by this Agreement to be performed by it will, during the time, and to the sole extent, that such performance is prevented, wholly or in part, by that Force Majeure Event:

- (a) be excused; and
- (b) not give rise to any liability to the other party for any Losses arising out of, or in any way connected with, that non-performance.

### **36.2 Notification and diligence**

A party which is, by reason of a Force Majeure Event, unable to perform any obligation required by this Agreement to be performed will:

- (a) notify the other party as soon as possible giving:
  - (i) full particulars of the event or circumstance of the Force Majeure Event;
  - (ii) the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations where these particulars are available at the time of the Force Majeure Event notice; and
  - (iii) where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;
- (b) use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as expeditiously as possible;
- (c) resume performance as expeditiously as possible after termination of the Force Majeure Event or after the Force Majeure Event has abated to an extent which permits resumption of performance;
- (d) notify the other party when the Force Majeure Event has terminated or abated to an extent which permits resumption of performance to occur; and
- (e) notify the other party when resumption of performance will occur.

### **36.3 Liability not relieved**

A Force Majeure Event affecting a party's performance under this Agreement will not relieve that party of liability in the event, and to the extent that:

- (a) its negligence, failure to comply with any applicable Business Contingency Plan or breach of this Agreement (which was not caused by the Force Majeure Event) caused or contributed to its failure to perform under this Agreement; or
- (b) it failed to use all reasonable endeavours to remedy the situation and to remove the event or circumstances giving rise to the Force Majeure Event.

### **36.4 Prolonged Force Majeure Event**

If a Force Majeure Event prevents or inhibits the Supplier's performance of any obligation required to be performed under this Agreement for 60 days or more (or such other period as

specified in the Order Form), then the Customer may, at its sole discretion, elect to terminate this Agreement or reduce its scope pursuant to clause 29.1(d).

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## **37. Reports and audits**

### **37.1 Records and reports**

- (a) The Supplier must keep and maintain true and accurate records and accounts of:
  - (i) all of the Supplier's Activities performed under this Agreement, including all records specified in the Module Terms;
  - (ii) the Supplier's compliance with its obligations under this Agreement; and
  - (iii) all associated records and accounts, including all supporting material, used to generate and substantiate the Invoices that it submits under this Agreement.
- (b) Without limiting clause 37.1(a), the Supplier must provide the Customer with quarterly reports containing details of:
  - (i) the Supplier's compliance with the SME Policies, including (to the extent that the SME Policies apply):
    - A. the SMEs (as defined in the SME Policies) engaged in the Supplier's Activities;
    - B. the amounts paid to any such SMEs;
    - C. the Supplier's compliance with any plans developed or updated in accordance with the SME Policies; and
    - D. such other matters as required under the SME Policies; and
  - (ii) the Supplier's compliance with the Aboriginal Procurement Policy, including identifying (to the extent that the Aboriginal Procurement Policy applies) the:
    - A. Aboriginal-owned businesses engaged to perform the Supplier's Activities under this Agreement;
    - B. Supplier's compliance with the Aboriginal Participation Plan; and
    - C. amounts paid to any Aboriginal owned businesses under this Agreement.

### **37.2 Audits and inspections**

- (a) The Customer or its nominee (which may be an advisor, consultant or other third party engaged by the Customer) may conduct audits and inspections of the Supplier's and its Personnel's performance of its obligations under this Agreement, including the:
  - (i) Supplier's and any of the Supplier's subcontractors' operational practices and procedures as they relate to this Agreement;
  - (ii) accuracy of the Supplier's Invoices and reports submitted under this Agreement; and

- (iii) Supplier's and its Personnel's compliance with its other obligations under this Agreement.
- (b) For the purpose of conducting an audit or inspection under clause 37, or for the purposes of an inspection, examination or audit undertaken by or on behalf of the Auditor-General in accordance with its powers to assess the expenditure of public money related to this Agreement, the Customer, Auditor-General or their nominees may, on giving reasonable advance notice to the Supplier (at reasonable times and during Business Hours where practicable):
  - (i) access the premises and facilities of the Supplier to the extent reasonably required to carry out the audit or inspection;
  - (ii) to the extent relating to the Supplier's Activities, access, inspect and copy documents, resources and books and records, however stored, in the possession or control of the Supplier or its Personnel; and
  - (iii) require assistance in respect of any inquiry into or concerning the Supplier's Activities, including any parliamentary or statutory review or inquiry.
- (c) If an audit will involve the Supplier being required to produce documents, resources or books and records, the Customer will accompany its notice under clause 37.2(b) with a general description of the scope and purpose of the audit.
- (d) To the extent an audit involves physical access to the premises or facilities of the Supplier the:
  - (i) Customer will limit the exercise of its audit or inspection rights to no more than once per calendar year, unless the audit arises from the Supplier's breach of this Agreement or the Customer forming, on a reasonable basis, a view that such breach may have occurred; and
  - (ii) Customer or its nominee must comply with the Supplier's reasonable security requirements during such physical access.
- (e) The Supplier must provide all reasonable access, assistance and co-operation required by the Customer or its nominee in carrying out an audit under this clause 37.2.
- (f) Without limiting any rights or remedies of the Customer, if an audit shows that the Supplier or its Personnel has:
  - (i) breached, or is in breach of, this Agreement, the Supplier must promptly do all things necessary to remedy that breach and prevent it from recurring at no cost to the Customer; or
  - (ii) overcharged the Customer in any Invoice, the Supplier must promptly refund any amounts that the Supplier has overcharged the Customer, and adjust all of the current invoices that have not been paid by the Customer to ensure that the Customer is only liable to pay the correct amount. Where the overcharging discrepancy identified exceeds 10% of the amount that should have been correctly invoiced, the Supplier must also promptly reimburse the Customer for the reasonable costs (including internal costs) of conducting the audit.
- (g) Subject to clause 37.2(f)(ii), each party must bear its own costs of executing its rights under, or complying with, this clause 37.

### 37.3 Conduct of audits and inspections

The Customer and its nominee must, in conducting an audit or inspection under this clause 37:

- (a) to the extent it obtains any Confidential Information of the Supplier as a result of such audit or inspection, treat that information in accordance with clause 23; and
- (b) not delegate the conduct of an audit or inspection under this clause to any person who may reasonably be considered to be a direct competitor of the Supplier in relation to the Supplier's Activities (unless such person is otherwise approved by the Supplier, acting reasonably).

### 37.4 Survival

This clause 37 survives for the Term and a period of seven years following the termination or expiry of this Agreement.

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## 38. Proportionate liability

- (a) To the extent permitted by Law, Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with this Agreement whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- (b) Without limiting clause 38(a), the rights, obligations and liabilities of the Customer and the Supplier under this Agreement with respect to proportionate liability are as specified in this Agreement and are not otherwise, whether such rights, obligations or liabilities are sought to be enforced in contract, in tort or otherwise.

## PART F: GENERAL PROVISIONS

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### 39. General

#### 39.1 Government information

- (a) The Supplier acknowledges that the Customer is subject to the GIPA Act and agrees that the Customer may disclose any part or all of this Agreement on its nominated website established for GIPA Act disclosures. The Supplier irrevocably consents to the Customer acting in accordance with this clause 39.
- (b) To the extent that section 121 of the GIPA Act applies, the Supplier must, upon receipt of a written request by the Customer, provide the Customer with immediate access to the following information contained in records held by the Supplier:
  - (i) information that relates directly to the performance of the Supplier's Activities;
  - (ii) information collected by the Supplier from members of the public to whom it provides, or offers to provide, any aspect of the Supplier's Activities; and
  - (iii) information received by the Supplier from the Customer to enable it to carry out the Supplier's Activities.
- (c) For the purposes of clause 39.1(b), information does not include information that:
  - (i) discloses or would tend to disclose the Supplier's financing arrangements, financial modelling, cost structure or profit margin;

- (ii) the Supplier is prohibited from disclosing to the Customer by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth; or
  - (iii) if disclosed to the Customer, could reasonably be expected to place the Supplier at a substantial commercial disadvantage in relation to the Customer whether at present or in the future.
- (d) The Supplier must provide copies of any of the information referred to in clause 39.1(b), as requested by the Customer, at the Supplier's own expense and in such medium as the Customer may reasonably require.
- (e) Without limiting any other provision of this clause 39.1, the Supplier:
- (i) authorises the Customer to make information concerning the Supplier available to other Government Agencies or Eligible Customers (including to the relevant head of any Government Agency or Eligible Customer and any responsible Minister of a Government Agency) for any purpose in connection with facilitating the Customer's exercise of its rights under this Agreement or the carrying out, or exercise, of the functions or powers of the Customer, any Government Agency, Eligible Customer or the Crown. Such information may include any information provided by the Supplier to the Customer and any information relating to the Supplier's performance under this Agreement (including any reports provided under clause 15.4);
  - (ii) acknowledges that information about the Supplier from any source, including substantiated reports of unsatisfactory performance, or any conduct including, any civil and/or criminal or alleged criminal conduct, by any officers or associates of the Supplier or a Related Body Corporate may be taken into account by Government Agencies and Eligible Customers considering whether to offer the Supplier future opportunities for working with those entities, for assessing the terms of their own contracts (or proposed contracts) with the Supplier or any other third party, for governance or reporting purposes or for any other reasonable business or government purposes;
  - (iii) agrees that the communication of such information to any Government Agency is a communication falling within section 30 of the *Defamation Act 2005* (NSW); and
  - (iv) releases and indemnifies the Customer and the State of New South Wales from and against any Claim in respect of any matter arising out of such communications, including the use of such information by the recipient.

## 39.2 Personal Property Securities Act

To the extent the *Personal Property Securities Act 2009* (Cth) applies to any Materials or Deliverables supplied by the Supplier to the Customer, the Supplier represents, warrants and undertakes that the supply of the Materials and Deliverables to the Customer:

- (a) does not breach any security agreement the Supplier has with a third party; and
- (b) is within the ordinary course of the Supplier's business.

## 39.3 No use of the Customer's name or logo

The Supplier must not use the Customer's name or any of the Customer's logos, trade marks or branding, without the prior written consent of the Customer.



#### **39.4 Prior work**

Except as otherwise agreed between the parties in writing:

- (a) the terms of this Agreement apply to all of the work performed by the Supplier in connection with the Supplier's Activities even if it was performed prior to entry into this Agreement; and
- (b) any payment made to the Supplier by the Customer in connection with this Agreement or the Supplier's Activities prior to entry into this Agreement will be treated as a payment under this Agreement and will be in part discharge of the Customer's obligation to pay the Price.

#### **39.5 Entire agreement**

This Agreement is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter.

#### **39.6 Variation**

No variation to this Agreement is effective unless made in writing and executed by each party.

#### **39.7 Survival and merger**

- (a) No term of this Agreement merges on completion of any transaction contemplated by this Agreement.
- (b) The following provisions survive the termination and expiry of this Agreement:
  - (i) 9, 13, 17, 18, 19, 20, 21, 23, 27(a)(iv), 29.5, 31, 32, 33.4, 34.8, 37, 38 and this clause 39; and
  - (ii) any other provisions that are expressed to or which by their nature survive termination or expiry.

#### **39.8 Severability**

Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.

#### **39.9 Waiver**

- (a) No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this Agreement does not prevent a further exercise of that or of any other right or remedy. Failure to exercise or a delay in exercising a right or remedy under this Agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

#### **39.10 Cumulative rights**

Except as expressly provided in the Additional Conditions, the rights and remedies of a party under this Agreement (including under an indemnity) are in addition to and do not exclude or limit any other rights or remedies provided by Law.

### 39.11 Further assurances

Each party must do all things, and execute all further documents, necessary to give full effect to this Agreement.

### 39.12 Assignment, novation and other dealings

- (a) The Supplier must not, in whole or in part, assign or novate this Agreement or otherwise deal with the benefit of it or a right under it, or purport to do so without obtaining the prior written consent of the Customer, which consent may be withheld at the Customer's sole discretion.
- (b) The Supplier acknowledges that the Customer may conduct financial and other inquiries or checks on the entity proposing to take an assignment or novation of this Agreement before determining whether or not to give consent to an assignment or novation.
- (c) Subject to clause 39.12(d), the Customer must not, in whole or in part, assign or novate this Agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of the Supplier, which consent may not be unreasonably withheld.
- (d) Notwithstanding clause 39.12(c), the Customer may, at its sole discretion, assign or novate this Agreement in whole or in part:
  - (i) to any other Eligible Customer, by notice in writing to the Supplier; or
  - (ii) for machinery of government changes, including if, by operation of Law, the Customer is reconstituted into a new body or legal entity or the functions of the Customer, relevant to this Agreement, are transferred to a different body or legal entity.
- (e) The Supplier agrees to co-operate in good faith and provide all reasonable assistance to the Customer in respect of any such assignment or novation made by the Customer under this clause 39.12.
- (f) The Supplier must (to the extent permitted by Law):
  - (i) notify the Customer if the Supplier or any parent company of the Supplier is about to undergo a Change in Control or Other Changes, as soon as it becomes aware that the Change in Control or Other Changes will or may occur; and
  - (ii) provide the Customer with all information reasonably requested by the Customer in respect of the Change in Control or Other Changes, including in respect of any incoming owner or other person who is to obtain control over the Supplier or any parent company.

### 39.13 Notices

- (a) A notice, consent or other communication under this Agreement (**Notice**) is only effective if it is in writing and received in full and legible form at the addressee's address or email address.
- (b) For the purposes of this clause 39.13, a party's address and email address is that set out in the Order Form (as applicable), unless the party has notified a changed address, then the notice, consent, approval or other communication must be sent to that address.

- (c) A Notice will be regarded as received at the time and on the day it is actually received, but if it is received on a day that is not a Business Day or after 5:00pm on a Business Day it is regarded as received at 9:00am on the following Business Day.
- (d) Unless there is evidence to the contrary:
  - (i) a letter sent by post will be taken to be received on the fifth Business Day after posting (or seventh, if posted to or from a place outside of Australia);
  - (ii) in the case of email:
    - A. production of a delivery notification statement from the computer from which the email was sent which indicates that the email was sent in its entirety to the email address of the recipient will be prima facie evidence that the email has been received;
    - B. where there is no delivery notification statement from the computer from which the email was sent, the date and the time of dispatch of the email will be prima facie evidence of the date and time that the email was received; and
    - C. where a delivery error or similar response is returned in response to that email, the email will not be taken to be received and the sender must use an alternative method of giving that notice in accordance with this clause 39.13.

#### **39.14 Construction**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement.

#### **39.15 Expenses**

Except as otherwise expressly provided in this Agreement, each party must pay its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement.

#### **39.16 English language**

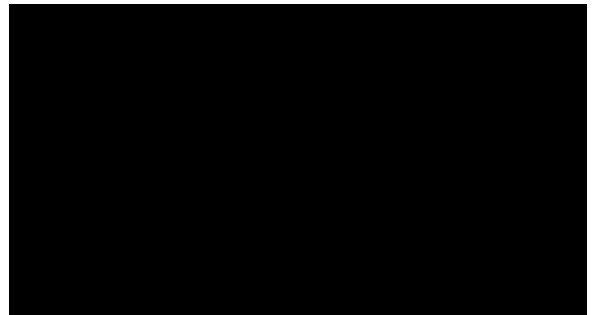
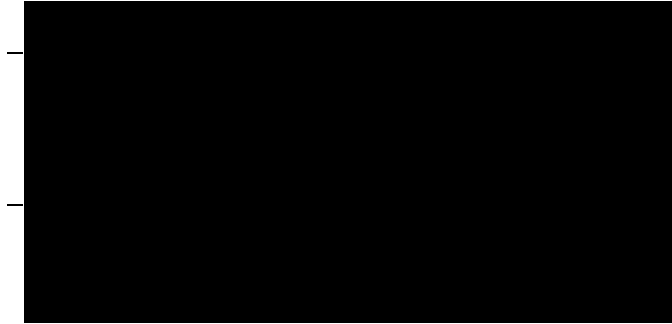
All communications between the parties and all documentation provided in connection with this Agreement and the Supplier's Activities must be in the English language.

#### **39.17 Governing Law**

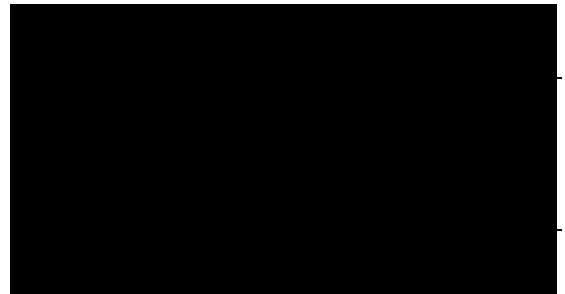
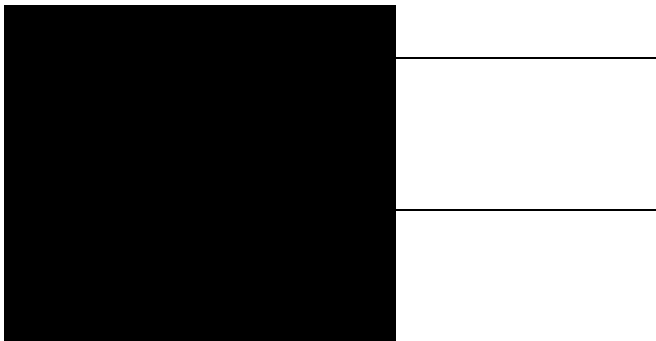
This Agreement is governed by the Laws applicable in the State of New South Wales, Australia. The Supplier irrevocably and unconditionally submits to the sole and exclusive jurisdiction of the courts of New South Wales, Australia and the courts entitled to hear appeals from those courts.

Executed as an agreement:

**Signed** for and on behalf of **Independent Pricing and Regulatory Tribunal of New South Wales, ABN 49 202 260 878** by its authorised representative, but not so as to incur personal liability, in the presence of:



**Signed** for and on behalf of **Accenture Australia Pty Ltd ABN 49 096 776 895** by its authorised representative, but not so as to incur personal liability, in the presence of:



## Schedule 1 - Definitions and interpretation

### 1.1 Definitions

In this Agreement, unless the contrary intention appears:

**Aboriginal Participation Plan** means the plan of that name developed pursuant to the Aboriginal Procurement Policy and attached to, or referenced in, the Order Form.

**Aboriginal Procurement Policy** means the New South Wales Government's Aboriginal Procurement Policy published at <https://buy.nsw.gov.au/policy-library/policies/aboriginal-procurement-policy> (or such other link as notified by the Customer).

**Acceptance** in respect of a Deliverable, means the issuing by the Customer of an Acceptance Certificate for that Deliverable. **Accept** and **Accepted** have a corresponding meaning.

**Acceptance Certificate** means an acceptance notice or certificate issued by the Customer pursuant to clause 14.3 to confirm that a Deliverable meets the Acceptance Criteria.

**Acceptance Criteria** in respect of a Deliverable, means the compliance of that Deliverable with any criteria set out in the Order Form and such other requirements as the Customer reasonably considers necessary to determine whether that Deliverable complies with the applicable Specifications and the other requirements set out in this Agreement.

**Acceptance Tests** or **Testing** in respect of a Deliverable, means acceptance tests carried out in accordance with clause 14 to verify whether the Acceptance Criteria in respect of that Deliverable has been met, including any such tests specified in the Order Documents.

**Accessibility Standard** has the meaning given to that term in clause 6.3(a)(i).

**Additional Activities** has the meaning given to that term in clause 6.9(a)(i).

**Additional Conditions** means any terms or conditions that vary or are additional to the terms and conditions set out in the Core Terms or Module Terms and which are stated or referenced in Items 11 or 66 **Error! Reference source not found.** of the Order Form.

**Additional Order** means an Additional Order for Services and/or Deliverables that is placed in accordance with clause 3.3.

**Adjustment Notice** has the meaning given to that term in clause 24.3(d).

**Agreement** means this agreement and includes any schedule and attachment to this agreement.

**Authorisations** means any consent, registration, filing, agreement, notarisation, certificate, licence, approval, permit, authority or exemption from, by or with a Government Agency.

**Authority** includes any Government Agency, governmental or semi-governmental or local government authority, administrative, regulatory or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality.

**Benchmarking Activities** has the meaning given to that term in clause 24.2(b).

**Benchmarking Notice** has the meaning given to that term in clause 24.2(b).

**Benchmarking Report** has the meaning given to that term in clause 24.3(a).

**Best Industry Practice** means a standard of service or deliverable, in terms of quality, productivity, performance, cost and timeliness of delivery, that, when considered collectively, is equal to or better than the commonly accepted best practice being provided at the relevant

time by a supplier of like or similar services, deliverables and activities to the Supplier's Activities throughout the world.

**Business Contingency Plan** has the meaning given to that term in clause 25.2(a).

**Business Day** means a day other than a Saturday, Sunday or gazetted public holiday in New South Wales, Australia.

**Business Hours** means the hours between 9:00am and 5:00pm on any Business Day.

**Change Control Procedure** means the procedure to be followed with respect to Change Requests as specified in clause 10.

**Change in Control** means, in respect of an entity, the occurrence of any circumstances or events following which the entity, who was not so controlled before, is controlled by another person, alone or together with any Related Body Corporate, and:

- (a) includes, in respect of the entity, a change of a direct holding of at least fifteen percent of the voting shares in that entity or a holding company of that entity; however
- (b) excludes an internal solvent corporate reorganisation occurring exclusively within the group of companies comprised of the Supplier and its Related Bodies Corporate.

**Change Request** has the meaning given to that term in clause 10.1(a).

**Change Request Form** means a document in substantially the same form as that in Schedule 5 or such other form approved by the Customer.

**Claim** means any allegation, cause of action, liability, claim, proceeding, suit or demand of any nature, whatsoever arising, and whether present or future, fixed or unascertained, actual or contingent and whether at Law, under statute or otherwise.

**Commencement Date** means the date specified as such in the Order Form.

**Confidential Information** means information that:

- (a) is by its nature confidential;
- (b) is communicated by the discloser of the information (**Discloser**) to the recipient of the information (**Recipient**) as confidential;
- (c) the Recipient knows or ought to know is confidential; or
- (d) relates to or comprises the:
  - (i) financial, corporate or commercial information of any party;
  - (ii) affairs of a third party; or
  - (iii) strategies, practices or procedures of the State of New South Wales or any information in the Supplier's possession relating to a Government Agency,

but excludes information:

- (e) in the public domain, unless it came into the public domain due to a breach of confidentiality;

- (f) independently developed by the Recipient; or
- (g) in the possession of the Recipient without breach of confidentiality by the Recipient or other person.

**Conflict of Interest** means the Supplier or its Personnel:

- (a) engaging in any activity;
- (b) obtaining any interest, whether pecuniary or non-pecuniary; or
- (c) being involved in any actual or threatened litigation or investigation,

whether proven or alleged, which is likely to, has the potential to, or could be perceived to, present a conflict of interest in the Supplier or its Personnel performing its obligations under this Agreement.

**Contract Authority** means the entity named as such in the Order Form and who has entered into a MICTA.

**Core Terms** means clauses 1 to 39 of this Agreement.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Correctly Rendered Invoice** means an Invoice which:

- (a) specifies an amount that is due for payment and correctly calculated in accordance with this Agreement;
- (b) is itemised and identifies the GST exclusive amount, the GST component and the GST inclusive amount (as applicable) and enables the Customer to ascertain what the Invoice covers and the amount payable;
- (c) includes (where available) the relevant purchase order number notified by the Customer to the Supplier and this Agreement reference number;
- (d) where relating to an amount that is payable subject to Acceptance, is accompanied by documentary evidence that signifies that Acceptance (where appropriate) has occurred in accordance with this Agreement;
- (e) is in the right form (which may be an electronic or digital form where agreed to by the Customer); and
- (f) complies with clauses 24.4(a) to 24.4(b) and satisfies any additional criteria relating to Invoices specified in the Order Form.

**Critical CSI** means any:

- (a) CSI that is critical to the Supplier's ability to carry out the Supplier's Activities and without which the Supplier would be materially restricted in its ability to carry out the Supplier's Activities in accordance with the requirements of this Agreement; or
- (b) any CSI specified as "Critical CSI" in the Order Form.

**Crown** means the Crown in right of the State of New South Wales.

**Customer** means the entity named as such in Item 1 of the Order Form.

**Customer Data** means all data (including metadata) and information relating to the Customer or any Government Agency and the operations, facilities, customers, clients, personnel, assets

and programs of the Customer and any Government Agency, including Personal Information, in whatever form that information may exist and whether created, captured, collected, entered into, stored in, generated by, controlled, managed, retrieved, transferred, transmitted, printed, processed or produced as part of carrying out the Supplier's Activities, but excluding any Performance Data.

**Customer Environment** means the combination of hardware, software, systems and network infrastructure and services used by the Customer from time to time, including those specified in the Order Documents.

**Customer's Representative** means the person nominated in Item 2 of the Order Form or as advised in writing by the Customer to the Supplier from time to time, to act on behalf of the Customer in connection with this Agreement.

**Customer Supplied Items** or **CSI** means the Materials, equipment, resources or items specified in the Order Form to be provided by the Customer to the Supplier.

**Customer User(s)** means any Personnel of the Customer or any other person that the Customer authorises to use the Deliverables or Services.

**Data Location Conditions** means:

- (a) compliance with the Information Security Requirements;
- (b) ensuring that Customer Data and Personal Information is at all times handled and processed in accordance with all applicable Laws, including the Privacy Laws and the *State Records Act 1998* (NSW) (to the extent applicable);
- (c) not transferring any Customer Data and Personal Information to a jurisdiction that is the subject of any sanction, embargo, export control or similar Laws;
- (d) ensuring that Customer Data and Personal Information is at all times protected in accordance with the terms of this Agreement including clauses 19, 20 and 21; and
- (e) compliance with any other requirements or conditions with respect to the location of Customer Data and Personal Information as specified in Item 39 of the Order Form or in the Module Terms.

**Data Management and Protection Plan** means the Supplier's written plan with respect to data management and protection that complies with clause 20.2.

**Date for Delivery** means the date(s) (including any Key Milestones) by which the Supplier must provide the relevant Deliverables and/or Services to the Customer or complete the relevant Supplier's Activities, as stated in the Order Documents and as may be adjusted under this Agreement.

**Deed of Confidentiality and Privacy** has the meaning given to that term in clause 11.4(a).

**Default Amount** means the amount determined as such according to clause 34.5(b).

**Defect** means a fault, error, failure, degradation, deficiency or malfunction that causes the relevant Deliverable or Service to not meet the Specifications and the other requirements of this Agreement or any other aspect of a Deliverable or Service that is not in accordance with the requirements of this Agreement.

**Delay** has the meaning given to that term in clause 6.7(a)(i).

**Deliverable** means all things or items (including Documents) to be supplied by the Supplier under this Agreement as set out in the Order Documents.



**Denial of Service (DoS) Attack** means an attack that shuts down or substantially degrades the Deliverables and/or Services, resulting in the Deliverables and/or Services (or any functionality forming part of the Deliverables and/or Services) being unable to be used by the Customer or Customer Users in the manner intended to be used under this Agreement, including as to any Service Levels or key performance indicators.

**Disaster** means any disaster, accident, emergency, degradation, damage, interruption or other event which impacts on the continuity of the Supplier's Activities (including any Force Majeure Event impacting the Supplier).

**Dispute Notice** has the meaning given to that term in clause 35.1(b).

**Document** has the meaning given to that term in clause 8.1(a).

**Document Deliverable** means any Deliverable which is, or is required to be, in the form of a Document.

**Eligible Customer** means any Government Agency or Eligible Non-Government Body.

**Eligible Non-Government Body** includes the following public bodies that are not Government Agencies (as identified under clause 6 of the *Public Works and Procurement Regulation 2019* (NSW)):

- (a) a private hospital;
- (b) a local council or other local authority;
- (c) a charity or other community non-profit organisation;
- (d) a private school or a college;
- (e) a university;
- (f) a public authority of the Commonwealth or any other State or Territory;
- (g) a public authority of any other jurisdiction (but only if it carries on activities in the State of New South Wales); or
- (h) any contractor to a public authority (but only in respect of things done as such a contractor).

**Escrow Materials** means the software code and programming Materials specified in Item 38 of the Order Form or otherwise specified as constituting "Escrow Materials" in Schedule 7.

**Existing Materials** means any Materials in which Intellectual Property Rights subsist (which, in the case of the Supplier, are incorporated into a Deliverable or Service or to which the Customer otherwise requires a licence in order to enjoy the benefit of this Agreement or any obligations performed for the Customer under it):

- (a) belonging to a party that are pre-existing as at the Commencement Date; or
- (b) that are brought into existence, by or on behalf of a party, other than in connection with the performance of that party's obligations under this Agreement,

and includes any enhancements, modifications and developments to such Materials, to the extent not comprising New Materials.

**Financial Security** has the meaning given to that term in clause 28.2(a).

**Force Majeure Event** means any of the following events or circumstances to the extent not within the reasonable control of the party affected by it (**Affected Party**):

- (a) acts of God, including storms, cyclones, landslides, epidemics, earthquakes, floods, and other natural disasters;
- (b) strikes, stoppages, labour restraints and other industrial disturbances, except for those only affecting the Personnel of the Affected Party;
- (c) acts of the public enemy, including wars, blockades and insurrections; and
- (d) riots, malicious damage, sabotage, civil disturbance and acts of terrorism,

the incidence of which is not (or would not be reasonably expected to be) generally known to the Affected Party as at the Commencement Date and which the Affected Party is not reasonably able to prevent or overcome, or the effects of which the Affected Party is not reasonably able to predict and take measures to avoid, by the exercise of reasonable diligence and prudence.

**GIPA Act** means the *Government Information (Public Access) Act 2009* (NSW).

**Governance Framework** has the meaning given to that term in clause 4.3(a).

**Government Agency** means any of the following:

- (a) a government sector agency (within the meaning of the *Government Sector Employment Act 2013* (NSW));
- (b) a New South Wales Government agency;
- (c) any other public authority that is constituted by or under an Act or that exercises public functions for or on behalf of the State of New South Wales (other than a State owned corporation); or
- (d) any State owned corporation prescribed by regulations under the *Public Works and Procurement Act 1912* (NSW).

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**ICT** means information and communication technologies.

**ICT Purchasing Framework** means the suite of New South Wales Government template documents which sets out standard terms and conditions to be used by Eligible Customers for the procurement of ICT related goods and services.

**Indemnified Entities** means the Customer, Customer Users, the State of New South Wales, the Customer's Personnel and, in relation to a Government Agency, the relevant head of the Government Agency and its responsible Minister.

**Information Security Requirements** has the meaning given to that term in clause 19.2(a).

**Inherent Risks** means the level of risks that exists in an organisation prior to the adoption or implementation of internal security controls or measures designed to avoid or mitigate them.

**Initial Term** means the period specified as such in the Order Form.

**Insolvency Event** means the occurrence of any one or more of the following events in relation to any person:

- (a) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver, or receiver and manager, be appointed;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;
- (d) a Controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;
- (e) a receiver is appointed to it or any of its assets;
- (f) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;
- (g) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (h) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under Law (including under sections 459C(2) or 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
- (i) it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act;
- (j) a notice is issued under sections 601AA or 601AB of the Corporations Act;
- (k) a writ of execution is levied against it or a material part of its property;
- (l) it ceases to carry on business or threatens to do so; or
- (m) anything occurs under the Law of any jurisdiction which has a substantially similar effect to any of the events set out in the above clauses of this definition.

**Intellectual Property Rights** means all intellectual property rights, including:

- (a) copyright, patent, design, semi-conductor or circuit layout rights, registered design, trade marks or trade names 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 paragraph (a),

but does not include the right to keep Confidential Information confidential, Moral Rights, business names, company names or domain names.

**Invoice** means a tax invoice issued under the GST Law.

**Item** means an item in Parts A to E of the Order Form.

**Key Milestone** means a Date for Delivery of a Deliverable, or for the completion of a particular Service or other Supplier's Activity, that is specified as such in the Payment Particulars or Order Documents, as may be adjusted under this Agreement.

**Laws** means any legally binding law, legislation, statute, act, regulation, subordinate legislation, rule, by-law, order, proclamation, decree, ordinance, directive or code which is

enacted, issued or promulgated from time to time in any relevant jurisdiction (including the Commonwealth or any State or Territory government) and any applicable common law and rule or principle of equity.

**Licensed Software** means the software set out in the Order Documents that the Supplier is to provide to the Customer, or provide the Customer access to (as applicable) under this Agreement and includes any Updates or New Releases of that software that may be provided to the Customer from time to time in accordance with this Agreement.

**Limitation Amount** has the meaning given to that term in clause 34.5.

**Liquidated Damages** means any damages specified as such in an Order Form which, where applicable, will be applied in accordance with clause 16.

**Loss** means any loss, damage, liability, cost (including all legal and other professional costs on a full indemnity basis), charge, expense, Claim, outgoing, fine or payment of any nature or kind.

**Material Defect** means any Defect which represents a material departure from the Specifications or other requirements of this Agreement in respect of that Deliverable or prevents the proper operation of the Deliverable.

**Materials** means all property, materials, documents, information and items in whatever form, and includes equipment, hardware, computer software (including development tools and object libraries), concepts, approaches, tools, methodologies, processes, know-how, data, Documentation, manuals and anything else which is the subject matter of Intellectual Property Rights.

**MICTA** means (if any) the master ICT agreement between the Contract Authority and the Supplier under which there is a standing offer to provide particular ICT-related goods, services and/or other activities (including the Deliverables and Services) to Eligible Customers.

**Modern Slavery** has the same meaning as in the Modern Slavery Laws and includes slavery, servitude, forced labour, human trafficking, debt bondage, organ trafficking, forced marriage and the exploitation of children.

**Modern Slavery Laws** means the *Modern Slavery Act 2018* (Cth) and any other applicable legislation addressing similar subject matter.

**Modern Slavery Statement** means a modern slavery statement as required or volunteered under the Modern Slavery Laws.

**Module** means the applicable Module(s) which apply to the specific Services and/or Deliverables as identified in the Order Form.

**Module Terms** means the terms and conditions in respect of the applicable Module(s) as set out in the Module(s).

**Moral Rights** means a person's moral rights as defined in the *Copyright Act 1968* (Cth) and any other similar rights existing under any other laws.

**New Materials** means Materials in which Intellectual Property Rights subsist that are created or which arise in the course of performing this Agreement, excluding Customer Data.

**New Releases** means software (including the latest current version) which has been produced primarily to extend, alter or improve the Licensed Software by providing additional functionality or performance enhancement (whether or not Defects in that Licensed Software are also corrected) while still retaining the original designation of the Licensed Software. A New Release does not include any software that is generally licensed by the Supplier to its customers as a different product.

**Nominated Personnel** means the key Personnel of the Supplier who are required to undertake the provision of the Supplier's Activities or part of the work constituting the Supplier's Activities, as stated in Item 18 of the Order Form or otherwise agreed by the Customer in writing.

**Notice** has the meaning given to that term in clause 39.13.

**Open Source Software** means software available under a licence which:

- (a) meets the criteria of the Open Source Definition published by the Open Source Initiative at <http://www.opensource.org>, and includes the forms of creative commons licences published as the Creative Commons Legal Code for Australia at <http://www.creativecommons.org>; or
- (b) contains any term or condition which mandates the re-licensing or redistribution to the public (whether free of charge or for a fee) of any software code, in any circumstance.

**Order** means an order for the Services and/or Deliverables and other Supplier's Activities as set out in an Order Form, and includes an Additional Order.

**Order Documents** means:

- (a) the Order Form;
- (b) the Payment Schedule;
- (c) all applicable Plans; and
- (d) the relevant Module Terms identified as applicable in Item 13 of the Order Form.

**Order Form** means:

- (a) the document set out at Schedule 2;
- (b) any Additional Order;
- (c) any Statement of Work or Supplier's Documents incorporated within or attached to an Order Form in accordance with this Agreement; and
- (d) any schedules, annexures or attachments expressly incorporated into any of the above documents.

**Other Changes** means any actual or proposed change in the Supplier's circumstances, operations or supply chains (including a change to the Supplier's Personnel) that could reasonably be considered to:

- (a) create a security risk for the Customer or the State of New South Wales; or
- (b) adversely affect the:
  - (i) Supplier's ability to fulfil its obligations under this Agreement; or
  - (ii) reputation of the Customer or the State of New South Wales.

**Other Supplier** means any supplier, contractor, consultant or other person engaged to provide services or deliverables to the Customer, other than the Supplier or its subcontractors and suppliers.

**Payment Particulars** means the pricing and payment regime for the completion of the Supplier's Activities as set out in the Payment Schedule, the Statement of Work or in Item 43 of the Order Form.

**Payment Schedule** means the schedule of Prices and payment regime specified in Schedule 4.

**Performance Data** means automatically generated metadata, not including any Personal Information or Confidential Information of the Customer or a Government Agency that:

- (a) is incidentally generated by a computer system in the course of its normal operation;
- (b) relates to the performance or operation of that computer system; and
- (c) arises in the course of the performance of the Supplier's Activities.

**Performance Guarantee** has the meaning given to that term in clause 28.1.

**Personal Information** means:

- (a) information or an opinion about an identified individual (that is, a natural person) or an individual who is reasonably identifiable whether the information or opinion is:
  - (i) true or not; and
  - (ii) recorded in a material form or not; and
- (b) information defined as such under applicable Privacy Laws.

**Personnel** means a party's employees, officers, agents and subcontractors and:

- (a) in the case of the Supplier, includes any persons carrying out the Supplier's Activities on the Supplier's behalf; and
- (b) in the case of the Customer, includes any Customer Users permitted or enabled by the Customer to use the Deliverables and Services, but excludes the Supplier and its Personnel.

**Plans** means any:

- (a) Project Plan;
- (b) Business Contingency Plan;
- (c) Data Management and Protection Plan;
- (d) Test Plan;
- (e) Transition-In Plan and Transition-Out Plan; and
- (f) any additional plans specified in Item 27 of the Order Form or required to be complied with under this Agreement.

**Policies, Codes and Standards** means:

- (a) all applicable SME Policies and associated requirements;
- (b) the other policies, codes, standards and guidelines and associated requirements specified in this Agreement, including within:

- (i) clauses 12.2(b) and 37.1(b); and
  - (ii) the Order Form; and
- (c) any Policy Changes with which the Supplier is or becomes required to comply with under clause 12.3.

**Policy Change** has the meaning given to that term in clause 12.3(a).

**Price** means the total amount payable by the Customer for the Deliverables and/or Services and the carrying out of the other Supplier's Activities under this Agreement as stated in the Payment Particulars, as may be adjusted under this Agreement.

**Privacy Laws** means:

- (a) the *Privacy Act 1988* (Cth);
- (b) the *Privacy and Personal Information Protection Act 1998* (NSW);
- (c) the *Health Records and Information Privacy Act 2002* (NSW);
- (d) any legislation (to the extent that such legislation applies to the Customer or the Supplier or any other recipient of Personal Information) from time to time in force in:
  - (i) any Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia); and
  - (ii) any other jurisdiction (to the extent that the Customer or any Personal Information or the Supplier is subject to the laws of that jurisdiction),affecting privacy or Personal Information, provided that the Supplier ensures that it complies at all times with the Privacy Laws applicable in New South Wales; and
- (e) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under any of the legislation referred to in paragraphs (a), (b), (c) and (d), as amended from time to time.

**Professional Standards Legislation** means the *Professional Standards Act 1994* (NSW) or other equivalent Laws providing for the statutory limitation of liability of certain suppliers.

**Project Plan** has the meaning given to that term in clause 6.5(a).

**Related Body Corporate** has the meaning given to that term in the Corporations Act.

**Remediation Plan** has the meaning given to that term in clause 22.2(a)(vi).

**Renewal Period** means the renewal period specified in Item 9 of the Order Form.

**Schedule** means a Schedule to this Agreement. Those Schedules that are applicable to an Order will be identified in Item 13.

**Security Incident** means in relation to this Agreement:

- (a) any unauthorised (whether under this Agreement or otherwise) or unlawful use of, loss of, access to, alteration of, or disclosure of Customer Data or Personal Information within the Supplier's or its Personnel's possession or control (including any data and information stored on the Supplier's equipment or in the facilities used by the Supplier to carry out the Supplier's Activities, or any unauthorised or unlawful access to such equipment or facilities);

- (b) any notifiable data breach under the Privacy Laws;
- (c) any Denial of Service Attack;
- (d) the occurrence of circumstances indicating it is reasonably likely that any of the circumstances under paragraphs (a) to (c) have occurred;
- (e) any similar events relating to Customer Data or Personal Information which trigger, or are likely to trigger, contractual reporting obligations or legal reporting obligations to an Authority or which would require a response or action under this Agreement, at Law or under any of the Policies, Codes and Standards; or
- (f) any alleged or suspected occurrence of any of the above events or circumstances.

**Security Program** has the meaning given to that term in clause 21.2(a).

**Service Levels** means any minimum performance levels, key performance indicators and other service standards with respect to the Supplier's Activities to be achieved by the Supplier as specified, included or incorporated by reference (in accordance with this Agreement) in the Order Documents.

**Services** means:

- (a) the services that the Supplier is required to perform or provide under this Agreement as described in the Order Documents; and
- (b) any related or ancillary services which are required or reasonably incidental for the proper performance of the services, functions, processes and responsibilities referred to in paragraph (a).

**Site** has the meaning given to that term in clause 6.10(a).

**SME Policies** means:

- (a) the New South Wales Government's Small and Medium Enterprises and Regional Procurement Policy, published at <https://buy.nsw.gov.au/policy-library/policies/sme-and-regional-procurement-policy> (or such other link as notified by the Customer);
- (b) the ICT/Digital Sovereign Procurement Commitments, published at <https://buy.nsw.gov.au/resources/ictdigital-sovereign-procurement-commitments> (or such other link as notified by the Customer);
- (c) the Small Business Shorter Payment Terms Policy, published at <https://buy.nsw.gov.au/policy-library/policies/small-business-shorter-payment-terms-policy> (or such other link as notified by the Customer); and
- (d) such other SME policies specified in the NSW Procurement Policy Framework, published at <https://buy.nsw.gov.au/policy-library/policies/procurement-policy-framework> (or such other link as notified by the Customer).

**Specifications** in respect of a Deliverable or Service, means the technical or descriptive specifications of the functional, operational, performance or other characteristics relating to that Deliverable or Service as detailed or referred to in the Order Documents or as otherwise agreed by the parties in writing.

**Stage** means one or more stages or phases of the project as specified in the Order Documents.

**Statement of Work** means a statement of work incorporated within or attached to an Order Form, an illustrative form of which is set out in Schedule 3.



**Step-In Right** has the meaning given to that term in clause 26.

**Step-Out Notice** has the meaning given to that term in clause 26.2(a).

**Supplier** means the entity named as such in Item 4 of the Order Form.

**Supplier's Activities** means all things or tasks which the Supplier is, or may be, required to do to comply with its obligations under this Agreement and includes the supply of the Deliverables and Services and, where applicable, the carrying out of any Transition-In Services and Transition-Out Services.

**Supplier's Documents** means any product specifications, service-specific detail or other terms and conditions of the Supplier which comply with clause 1.5 and which the parties have expressly agreed to incorporate into this Agreement, as set out in Annexure A to the Order Form.

**Supplier's Representative** means the Supplier's employee nominated in Item 5 of the Order Form or as advised in writing by the Supplier from time to time to act on its behalf in connection with this Agreement.

**Tax** means any sales tax, value added tax, duty, withholding tax, levy, impost or other charge or duty levied by any government in Australia or elsewhere, which arises out of or in connection with the Supplier's performance of its obligations under this Agreement, but excludes GST.

**Term** means the Initial Term of this Agreement and any Renewal Period, unless this Agreement is terminated earlier, in which case the Term ends on the date of termination of this Agreement.

**Test Plan** means the Plan with respect to the conduct of tests pursuant to clause 14, and which is referenced in or annexed to the Statement of Work or other Order Documents or agreed between the parties in writing.

**Transition-In Plan** means a transition-in Plan prepared by the Supplier and approved by the Customer in accordance with clause 7.

**Transition-In Services** means the transition-in Services specified in the Order Documents or in any Transition-In Plan that is approved by the Customer in accordance with clause 7.2.

**Transition-Out Period** means the period specified in the Order Documents or, if no period is specified in the Order Documents, the period commencing on the expiry or termination of this Agreement and continuing for six months.

**Transition-Out Plan** means a transition-out Plan prepared by the Supplier and approved by the Customer in accordance with clause 31.2.

**Transition-Out Services** means any transition-out or disengagement Services provided by the Supplier pursuant to clause 31, including under any Transition-Out Plan.

**Updates** means software which has been produced primarily to overcome Defects in, or to improve the operation of, the relevant part of the Licensed Software without significantly altering the Specifications whether or not that Licensed Software has also been extended, altered or improved by providing additional functionality or performance enhancement.

**User Documentation** means any documentation (such as user manuals, operating manuals, technical manuals, published specifications, security configurations or other documentation) that:

- (a) is specified in the Order Documents; or

- (b) is reasonably required in order for the Customer or Customer Users to use, maintain, secure, operate or otherwise obtain the benefit of any Deliverable or Service.

**Virus** means a computer program, code, device, product or component that is designed to threaten the security or integrity of the Customer's operations or the Deliverables and/or Services, prevent, inhibit or impair the performance of the Customer's operations or the Deliverables and/or Services or pose a threat or hazard to the security or integrity of the Customer's operations, but does not include any code, mechanism or device that is included in software by the Supplier for the purpose of managing the licensed use of software.

**Warranty Period** means the period specified in Item 36 of the Order Form, or where no warranty period is specified:

- (a) 90 days from Acceptance of the relevant Deliverable or Service; or
- (b) if a Deliverable or Service is not subject to Acceptance, 30 days from the provision of the Deliverable or Service to the Customer in accordance with this Agreement.

**WHS Legislation** means legislation relating to health and safety, including the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW).

**Wilful Misconduct** means an act or omission of a party, deliberately performed or engaged in, which the relevant party knew (or ought to have known or predicted on due and reasonable consideration), would have a reasonable possibility of damaging, having a materially adverse effect on, or prejudicing, the other party.

## 1.2 Interpretation

In this Agreement, the following rules of interpretation apply unless the contrary intention appears:


- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) an obligation or liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
- (d) words that are gender neutral or gender specific include each gender;
- (e) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (f) the words "such as", "including", "particularly" and similar expressions are not used as, nor are intended to be interpreted as, words of limitation;
- (g) a reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
  - (ii) a thing (including a chose in action or other right) includes a part of that thing;
  - (iii) a party includes its successors and permitted assigns;
  - (iv) a document includes all amendments or supplements to that document;

- (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to the relevant part of this Agreement in which that reference is located;
  - (vi) a reference to a statute or other Law is a reference to that statute or other Law as amended, consolidated or replaced;
  - (vii) a monetary amount is to Australian dollars or such other currency specified in the Order Documents; and
  - (viii) time is to Australian Eastern Standard Time;
- (h) a reference to any Authority, institute, association or body is:
- (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
  - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body; and
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of any part of this Agreement.

### **1.3 Discretion**

- (a) Subject to any express provision in this Agreement to the contrary:
- (i) a provision of this Agreement which says that the Customer or the Customer's Representative "may" do or not do something is not to be construed as imposing an obligation on the Customer or the Customer's Representative to do or not do that thing; and
  - (ii) there will be no procedural or substantive limitation upon the manner in which the Customer or the Customer's Representative may exercise any discretion, power or entitlement conferred by this Agreement.
- (b) Without limiting clause 1.3(a) of this Schedule, neither the Customer nor the Customer's Representative will be under any obligation to exercise any such discretion, power or entitlement for the benefit of the Supplier or as required by any other legal doctrine which in any way limits the express words used in the provisions of this Agreement conferring the discretion, power or entitlement.

## Schedule 2 - Order Form

	<p><b>Guidance note:</b> Where a particular Item number in the Order Form is not applicable, insert "not applicable".</p> <p>If a particular Item number is addressed in the Statement of Work or another Order Document, reference the relevant document within the last column; for example, "As stated in section X of the Statement of Work".</p> <p>If the Agreement is being entered into pursuant to a MICTA, certain Items and components of the Order Form may have been pre-agreed as part of the MICTA. If this is this case, the parties only need to complete the remaining Items and components of the Order Form.</p>
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### PART A: ICTA

Complete this section in relation to parts of this Agreement which reference this Order Form. Clause references below are references to clauses in this Agreement.

No	Item	Ref	Description or selection
<b>KEY DETAILS</b>			
1.	Customer	Generally Schedule 1	Independent Pricing and Regulatory Tribunal of New South Wales (ABN 49 202 260 878)
2.	Customer's Representative	Generally Schedule 1	Michelle McIlvenny, Director, Corporate Services
3.	MICTA	1.4 Generally Schedule 1	Is this Agreement entered into pursuant to a MICTA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.
4.	Supplier	Generally Schedule 1	Accenture Australia Pty Ltd (ABN 49 096 776 895)
5.	Supplier's Representative	Generally Schedule 1	Matthew Ilijic
6.	Notices for the Customer	39.13(b)	Customer's address: Level 16, 2-24 Rawson Place, Sydney NSW 2000  Customer's email: michelle_mcilvenny @ipart.nsw.gov.au
	Notices for the Supplier	39.13(b)	Supplier's address: International House, Level 6, 3 Sussex St, Barangaroo NSW 2000  Supplier's email: matthew.ilijic@accenture.com
<b>TERM</b>			
7.	Commencement Date	5.1	The date on which the last party executes this Agreement.

No	Item	Ref	Description or selection
		Schedule 1	Note: The Commencement Date is 23 December 2021.
8.	Initial Term	5.1 Schedule 1	The Initial Term is 3 years from the Commencement Date.
9.	Renewal Period	5.2 Schedule 1	Renewal Period: 1 year. The maximum number of renewals is 2.
	Notice period for renewals	5.2	Not applicable.
<b>ORDERING AND PURCHASING</b>			
10.	Additional Orders	3.3 Schedule 1	The Customer may by giving 10 Business Days written notice (or such lesser period as is agreed by the parties) place Additional Orders for items in the Service Catalogue (as defined in and attached to each Statement of Work (see item 14)) in accordance with clause 3.3 of the ICTA.
11.	Additional Conditions	3.5 Schedule 1	Additional Conditions are set out in Annexure C to this Order Form.
12.	Reseller arrangements	3.6	The Third Party Supplier Product as defined in the Additional Conditions will be facilitated by the Supplier in its capacity as a reseller and in accordance with each Statement of Work (see item 14) and Additional Conditions.
13.	Schedules	Generally Schedule 1	<input checked="" type="checkbox"/> Schedule 1 - Definitions and interpretation <input checked="" type="checkbox"/> Schedule 2 - Order Form <input type="checkbox"/> Schedule 3 - Statement of Work Template (Note: If a Statement of Work is used, this should be included at Annexure B to Schedule 2 (Order Form). The template in Schedule 3 can be used for this purpose). <input type="checkbox"/> Schedule 4 - Payment Schedule <input checked="" type="checkbox"/> Schedule 5 - Change Request Form (Note: The Change Request Form should be included for all Orders. However, note that, if approved by the Customer, an alternate form to the default provisions in Schedule 5 may be used). <input type="checkbox"/> Schedule 6 - Deed of Confidentiality and Privacy <input type="checkbox"/> Schedule 7 - Escrow Deed <input type="checkbox"/> Schedule 8 - Performance Guarantee <input type="checkbox"/> Schedule 9 - Financial Security
	Modules	1.2(c)	<input type="checkbox"/> Cloud Module

No	Item	Ref	Description or selection
			<input checked="" type="checkbox"/> Services Module <input type="checkbox"/> Software Module (Non-Cloud) <input type="checkbox"/> Hardware and Other ICT Deliverables Module
<b>SUPPLIER'S ACTIVITIES</b>			
14.	Scope	Generally	<p>For the Energy Security Safeguard Application (TESSA), as set out in the Statement of Work with the Statement of Work Number 001 (<b>TESSA Statement of Work</b>).</p> <p>For the Local Government Portal (LGP) and the Water Industry Licence Management Application (WILMA), as set out in the Statement of Work with the Statement of Work Number 002 (<b>LGP/WILMA Statement of Work</b>)</p> <p>For the purposes of this Order Form, the TESSA Statement of Work and the LGP/WILMA Statement of Work are each a Statement of Work and, together, the <b>Statements of Work</b>.</p>
15.	Requirements - Accessibility requirements	6.3(b)(ii)	All Services and Deliverables must meet the Accessibility Standard.
	Requirements - Work health and safety	12.4(f)	Not applicable.
16.	Site attendance	6.10 Schedule 1	<p>Will the Supplier be required to attend the Site to carry out any aspect of the Supplier's Activities (including the supply of any Deliverables)?</p> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Site location		Level 16, 2-24 Rawson Place, Sydney NSW 2000
	Physical delivery		<p>a. The Supplier must perform the Supplier's Activities at the Supplier's offices, or at other sites where reasonably necessary and required by the Customer in writing from time to time.</p> <p>b. Physical delivery of training Services and provision of other Services may be required at the Customer's offices (<b>Customer's Site</b>), at the dates and times to be notified by the Customer to the Supplier in writing from time to time, provided that if state or federal government restrictions prohibit access to the Site, limit the Supplier or its Personnel's movement and its ability to deliver face-to-face interviews and workshops, the Supplier will carry out the Supplier Activities remotely while those government restrictions are in place. Neither party can terminate this Agreement for breach of clause 6.10 or this Item 16 due to the other party's compliance with the government restrictions.</p>

No	Item	Ref	Description or selection
	Requirements for attendance at the Site		<p>c. Deliverables do not need to be physically delivered to the Customer's Site.</p> <p>The Supplier and its Personnel must in relation to access and attendance at the Customer's Site:</p> <p>a. attend and comply with a site induction; and</p> <p>b. follow the reasonable directions of the Customer and its Personnel, including in respect of work health and safety and security.</p>
17.	Policies, Codes and Standards	12.2 Schedule 1	<p>The Supplier must comply with:</p> <p>a. the Customer's Statement of Business Ethics published at <a href="https://www.ipart.nsw.gov.au/Home/About-IPART/Statement-of-Business-Ethics">https://www.ipart.nsw.gov.au/Home/About-IPART/Statement-of-Business-Ethics</a>;</p> <p>b. the Customer's Information Security Policy;</p> <p>c. the Customer's User Security Awareness &amp; Acceptable Use Policy;</p> <p>d. the NSW Procurement Policy Framework published at <a href="https://buy.nsw.gov.au/policy-library/policies/procurement-policy-framework">https://buy.nsw.gov.au/policy-library/policies/procurement-policy-framework</a> in so far that it relates to the Supplier's Activities;</p> <p>e. the Supplier Code of Conduct published at <a href="https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct">https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct</a>;</p> <p>f. the NSW Government Cyber Security Policy published at <a href="https://www.digital.nsw.gov.au/policy/cyber-security-policy">https://www.digital.nsw.gov.au/policy/cyber-security-policy</a> in so far as it relates to the Supplier's Activities and the Supplier is directed by the Customer to assist the Customer's compliance with that policy;</p> <p>g. the NSW Government's cloud policies, including the NSW Government Cloud Policy published at <a href="https://www.digital.nsw.gov.au/sites/default/files/NSW%20Government%20Cloud%20Policy%20v1.1.pdf">https://www.digital.nsw.gov.au/sites/default/files/NSW%20Government%20Cloud%20Policy%20v1.1.pdf</a>;</p> <p>h. the Worst Forms of Child Labour Convention, 1999 (ILO Convention 182) ensuring that the Products and Services have not been produced using the "worst forms of child labour" as defined; and</p> <p>i. the NSW Government Internet of Things (IoT) Policy published at <a href="https://www.digital.nsw.gov.au/policy/internet-things-iot">https://www.digital.nsw.gov.au/policy/internet-things-iot</a> in so far as it relates to the Supplier's Activities.</p>
	SME Policies	12.2 Schedule 1	<p>The Supplier must comply with the SME and Local Participation Plan as specified in Annexure D of this Order Form.</p>



No	Item	Ref	Description or selection				
	Aboriginal Procurement Policy: Aboriginal participation	12.2(b)	Not applicable.				
18.	Nominated Personnel	11.1 Schedule 1	<p>The Supplier's Nominated Personnel for the Term and their roles/responsibilities are set out in the below table. Nominated Personnel whose roles/responsibilities relate to specific Deliverables, Services or phases of delivery are set out each Statement of Work.</p> <table border="1"> <thead> <tr> <th>Nominated Personnel's name and position</th> <th>Role/responsibility</th> </tr> </thead> <tbody> <tr> <td>Jonathan Le Gat</td> <td>Client Account Lead</td> </tr> </tbody> </table> <p>The Supplier must ensure that Nominated Personnel are available during Business Hours, other than for absences reasonably approved by the Supplier (such as sickness, personal or other leave).</p> <p>Where any of the Nominated Personnel will be unavailable to perform their allocated role or responsibilities for any reason for a period of 3 Business Days or more, the Supplier will promptly notify the Customer and provide contact details for an alternative point of contact.</p>	Nominated Personnel's name and position	Role/responsibility	Jonathan Le Gat	Client Account Lead
Nominated Personnel's name and position	Role/responsibility						
Jonathan Le Gat	Client Account Lead						
19.	Deed of Confidentiality and Privacy	11.4(a) Schedule 1	Not applicable. See Additional Conditions in Annexure C.				
20.	Permitted subcontractors	11.5(a)	<p>Is the Supplier permitted to subcontract? Yes.</p> <p>The permitted subcontractors are specified below:</p> <table border="1"> <thead> <tr> <th>Subcontractor's full name and ABN</th> <th>Role/responsibility</th> </tr> </thead> <tbody> <tr> <td>TCloud Consulting (ABN 87 606 803 178)</td> <td>Development Services</td> </tr> </tbody> </table>	Subcontractor's full name and ABN	Role/responsibility	TCloud Consulting (ABN 87 606 803 178)	Development Services
Subcontractor's full name and ABN	Role/responsibility						
TCloud Consulting (ABN 87 606 803 178)	Development Services						
21.	Subcontractor deed	11.5(j)	<p>The Supplier must:</p> <ol style="list-style-type: none"> <li>for each of the permitted subcontractors specified in Item 20 of this Order Form; and</li> <li>if required by the Customer as a condition of granting consent to the Supplier's use of any subcontractor under clause 11.5(a),</li> </ol> <p>arrange for its subcontractors to enter into a subcontractor deed on terms consistent with, and no less onerous than, the parts of the Agreement applicable to the subcontractor's activities.</p>				
	Additional subcontractor	11.5(k)	Not applicable.				



No	Item	Ref	Description or selection
	procurement policy requirements		
22.	Background checks	11.6(b)	Not applicable.
	Timeframes and time for background checks		Not applicable.
<b>PERFORMANCE AND DELIVERY</b>			
23.	Timeframes and requirements for performance	6.1	As set out in each Statement of Work.
	Specifications	6.1 Schedule 1	As set out in each Statement of Work.
24.	Service Levels	15.2 Schedule 1	As set out in each Statement of Work.
25.	Performance reports	15.4(a)(iii)	<p>Prior to Acceptance by the Customer of completion of the final Key Milestone in each Statement of Work, the Supplier's monthly report under clause 15.4(a) must include detail relating to the Supplier's performance against each Date for Delivery, including any instances of Delay or failure to achieve any Date for Delivery.</p> <p>The monthly reports referred to in clause 15.4(a) and (b) and this Item 25 must:</p> <ol style="list-style-type: none"> <li>a. be in a form that is acceptable to the Customer; and</li> <li>b. be provided to the Customer's Representative within 5 Business Days of the end of the month to which the report relates.</li> </ol> <p>The Supplier must, if the Customer reasonably requests, make available to the Customer any information or data collected by the Supplier in the course of providing the Services and/or Deliverables for the purposes of reporting against the Service Levels.</p>
	Additional performance reporting requirements	15.4(c)	<ol style="list-style-type: none"> <li>a. Prior to Acceptance by the Customer of completion of the final Key Milestone in each Statement of Work, the Supplier will provide fortnightly status reports as specified in each Statement of Work.</li> <li>b. Within 10 Business Days of the end of each financial year, other than the financial year ending 30 June 2022, the Supplier must provide to the Customer's Representative an annual report setting out, for the immediately preceding financial year and in relation to each Statement of Work:</li> </ol>

No	Item	Ref	Description or selection
			<ul style="list-style-type: none"> <li>i. trends in the Supplier's performance against the Service Levels, including any instances of failure to fully satisfy any of the Service Levels;</li> <li>ii. suggested areas for improvement in the maintenance and functioning of the Services and/or Deliverables; and</li> <li>iii. the details, nature and likely cost of any improvements that may improve the maintenance and functioning of the Services and/or Deliverables.</li> </ul> <p>c. The annual report referred to in paragraph b must be in a form that is acceptable to the Customer. The Supplier must comply with the Customer's reasonable directions as to the level of detail required in the annual report.</p>
	Performance reviews	15.5(a)	Either party may initiate a service and performance review of the Supplier's performance under this Agreement at any time by notifying the other party in writing. Both parties must participate in a service and performance review initiated under this Item 25 and the service and performance review must be undertaken in accordance with clause 15.5.
26.	Meetings	15.7(a)	The Supplier's Representative and Customer's Representative shall meet at least annually (or as otherwise agreed between the parties).
27.	Project Plans	6.5(b)	<p>An initial project plan is included in each Statement of Work.</p> <p>The Supplier must by the Date for Delivery specified in each Statement of Work prepare and submit a Project Plan for approval by the Customer that meets the Specifications and other requirements set out in the Statement of Work.</p>
	Other Plans	Schedule 1	<p><b>Cyber Security Incident Management Plan</b></p> <ul style="list-style-type: none"> <li>a. The Supplier must by the Date for Delivery specified in each Statement of Work (or any alternative timeframe agreed between the parties in writing) prepare and submit a Cyber Security Incident Management Plan for the Supplier's system, including access to the Software through the Supplier's system or by the Supplier or its Personnel, that meets the Specifications and other requirements set out in each Statement of Work for approval by the Customer.</li> <li>b. For clarity, the Cyber Security Incident Management Plan is a Document Deliverable. Clause 8 therefore applies to the Cyber Security Incident Management Plan, including any updates to it.</li> </ul>

No	Item	Ref	Description or selection
28.	Stages	6.6(a) Schedule 1	Not applicable.
	Project methodology	6.6(e)	As set out in each Statement of Work.
	Costs of removing any Stage(s)	6.6(d)	Not applicable.
29.	Liquidated Damages	16(a) 16(b) Schedule 1	<p><b>TESSA</b></p> <p>Liquidated damages are payable in relation to a failure by the Supplier to meet Key Milestone ID 9: Solution Go Live and Acceptance Testing complete in the TESSA Statement of Work.</p> <p>In relation to the failure referred to above, Liquidated Damages are payable at a rate of \$6,900 (excluding GST) per Business Day up to a maximum of 20 Business Days.</p> <p><b>LGP</b></p> <p>Liquidated damages are payable in relation to a failure by the Supplier to meet Key Milestone ID: 010 Solution Go Live in the LGP/WILMA Statement of Work insofar as that failure relates to the LGP.</p> <p>In relation to the failure referred to above, Liquidated Damages are payable at a rate of \$2,000 (excluding GST) per Business Day up to a maximum of 20 Business Days.</p> <p><b>WILMA</b></p> <p>Liquidated damages are payable in relation to a failure by the Supplier to meet Key Milestone ID: 010 Solution Go Live in the LGP/WILMA Statement of Work insofar as that failure relates to WILMA.</p> <p>In relation to the failure referred to above, Liquidated Damages are payable at a rate of \$1,500 (excluding GST) per Business Day up to a maximum of 20 Business Days.</p>
30.	Governance Framework	4.3	As set out in each Statement of Work.
31.	Customer Supplied Items	6.2 Schedule 1	As set out in each Statement of Work.
	Date for provision of CSI		As set out in each Statement of Work.
	CSI requirements		As set out in each Statement of Work.


No	Item	Ref	Description or selection
	Supplier's costs for CSI and time for payment		Not applicable.
32.	Transition-In Plan	7.2 Schedule 1	As set out in each Statement of Work.
	Transition-In Services	7.3 Schedule 1	As set out in each Statement of Work.
33.	Transition-Out Services	31.1 Schedule 1	The Supplier is required to provide the Transition-Out Services during the Transition-Out Period as set out in each Statement of Work.
	Transition-Out Plan	31.2 Schedule 1	The Supplier must within 30 days of receiving a written request from the Customer in respect of a Statement of Work prepare and submit for the Customer's approval a Transition-Out Plan with respect to the Supplier's Activities under that Statement of Work. The Transition-Out Plan must set out the matters described in clause 31.2(b) of the ICTA and the transition-out or disengagement obligations specified in the relevant Statement of Work.
	Transition-Out Period	31.3 Schedule 1	The Transition-Out Period means the period commencing on the expiry or termination of this Agreement and continuing for six months.
34.	User Documentation	8.4(a)	<p>The Supplier must provide the User Documentation to the Customer in an electronic format by the Date for Delivery specified in each Statement of Work.</p> <p>For clarity, User Documentation will be provided as part of the training Services. The Supplier must, at no additional cost to the Customer, update the User Documentation in accordance with clause 8.4(e) of the ICTA to reflect minor modifications and enhancements to the Software during the implementation phase of the Term. Material changes to the User Documentation, or changes after the implementation phase will be agreed in a Change Request.</p>
	Format for the User Documentation	8.4(c)	Not applicable.
35.	Acceptance Testing	14 Schedule 1	<p>Acceptance Testing will apply to all Deliverables that are not Documents.</p> <p>The Supplier must by the Date for Delivery specified in each Statement of Work (or any alternative timeframe agreed between the parties in writing) prepare and submit a Test Plan that meets the Specifications set out in each Statement of Work.</p> <p>For clarity, the Test Plan is a Document Deliverable. Clause 8 therefore applies to the Test Plan, including any updates to it.</p>

No	Item	Ref	Description or selection
		14.1	Not applicable.
		14.2	As set out in each Statement of Work.
		Schedule 1	
36.	Warranty Period	9	The default Warranty Period in the ICTA applies. Clause 9(f) of the ICTA does not apply to this Agreement.
		Schedule 1	
<b>INTELLECTUAL PROPERTY</b>			
37.	Ownership of Existing Materials	17.1	Clause 17.1 of the ICTA applies to ownership of Existing Materials, provided that in the definition of Existing Materials, the final line is replaced with: "and any enhancements, modifications and developments to such Materials."
	Licence to use Existing Materials	17.2 17.5	a. Subject to paragraph b below, clause 17.2 and clause 17.5 (in so far as it applies to clause 17.2) apply to licences to use Existing Materials.  b. The licence term with respect to the Customer's Existing Material will not be perpetual in nature, but rather for the period, and to the extent, required for the Supplier to perform its obligations under the Agreement.
	Ownership of New Materials	17.3	The parties agree that the Intellectual Property Rights in any New Materials will be owned by the Customer. Clause 17.3(b) of the ICTA applies to those Intellectual Property Rights.
	Licence to use New Materials	17.4 17.5	The parties agree that as the Customer owns the Intellectual Property Rights in New Materials, the licences in clauses 17.4 and 17.5 are not applicable as pertains to New Materials. The Customer will grant the Supplier a licence with respect to Intellectual Property Rights in New Materials in accordance with clause 17.6.
	Third party Intellectual Property Rights	17.7	Subject to the Additional Conditions, clause 17.7 of the ICTA applies to Third Party Intellectual Property Rights.
38.	Escrow	18	Not applicable.
	Escrow Materials	18	Not applicable.
		Schedule 1	
<b>DATA AND SECURITY</b>			
39.	Location of Personal Information	20.1(a)(iv) Schedule 1	The Customer consents to Personal Information being transferred to, or accessed by, Supplier Personnel outside New South Wales, subject to the Supplier's and its Personnel's compliance with the Data Location Conditions.  In all other cases, the Customer does not consent to the transfer of or access to Personal Information outside of New South Wales.



No	Item	Ref	Description or selection
	Data Location Conditions	19.3(b)  Schedule 1	<p>The following additional Data Location Conditions apply:</p> <ul style="list-style-type: none"> <li>a. Customer Data and Personal Information must not be transferred outside Australia or the Philippines otherwise than in accordance with paragraph d;</li> <li>b. Customer Data and Personal Information is transferred to, or accessed by, Supplier Personnel within Australia or the Philippines only as reasonably required for the provision of the Supplier's Activities;</li> <li>c. where the Supplier and/or the Supplier's Personnel are able to view or access Customer Data in the Third Party Supplier Product in the course of providing the Supplier's Activities, then the Supplier must ensure that: <ul style="list-style-type: none"> <li>i. such access is only in accordance with the Agreement;</li> <li>ii. such access is via a secure virtual private network;</li> <li>iii. only the Supplier's Personnel who have undergone security awareness training in accordance with clause 21.3(c) of the ICTA are able to view or access Customer Data;</li> <li>iv. it keeps records of all persons who are able to access Customer Data (including the timeframe over which each person had access) in a manner that is auditable and traceable. The Supplier must keep such access logs for at least seven years, and provide the Customer with a copy of such access logs on request;</li> <li>v. all access is monitored by the Supplier and under the Supplier's control and supervision at all times; and</li> <li>vi. except where expressly authorised by the Agreement or by the Customer in writing, persons are not able to download, extract, edit, store, copy (whether electronic or hardcopy), print or otherwise retain any Customer Data; and</li> </ul> </li> <li>d. to the extent the Customer data is stored on the Supplier's cloud based software (Microsoft Teams) and email services, the Customer consents to such storage being on secure servers or data centres outside Australia.</li> </ul>
40.	Security obligations, standards and Information Security Requirements	19.2  21.2	<ul style="list-style-type: none"> <li>a. The Supplier's Security Program must comply with the ISO/IEC 27001 and ISO/IEC 27002 and other equivalent or replacement industry-adopted standards published by the International Organisation for Standardisation and the International Electrotechnical Commission (<b>International Standards for Information Security</b>).</li> </ul>

No	Item	Ref	Description or selection
			<p>b. For the purposes of complying with Best Industry Practice and the requirements of this Agreement in accordance with clauses 21.2(b)(ii) and (vi), the applicable standards are the ISO standards specified. If there is a change to an applicable Policy, Code or Standard (to the extent applicable to security) which impacts the Services or the Supplier's costs, resultant changes to the Services will be subject to a Change Request.</p> <p>c. The Supplier's obligations under clause 21.2 in relation to the Security Program are intended to apply only to the Supplier's Activities provided by the Supplier using the Supplier's systems and to access to the Software through the Supplier's systems or by the Supplier or its Personnel, and do not:</p> <ul style="list-style-type: none"> <li>i. extend to the Customer's hardware, network or systems;</li> <li>ii. extend to any applications other than those being implemented by the Supplier; or</li> <li>iii. require the Supplier to monitor, or implement, any security controls on Customer systems or hardware except as described in each Statement of Work.</li> </ul>
	Security certifications	21.2(e)	The Customer may require the Supplier to provide an attestation or certification of compliance with any of the International Standards for Information Security on an annual basis.
	Security audits	21.3 Schedule 1	The Supplier must audit its compliance with its Security Program and security obligations under the Agreement on an annual basis.
41.	Backup of Customer Data	19.4	Not applicable.
	Retention of Customer Data	19.7	Clause 19.7(a) is not applicable.
42.	Security Incident	22.2(a) Schedule 1	<p>The Supplier must:</p> <ul style="list-style-type: none"> <li>a. as soon as possible and no later than 48 hours (or such other period agreed by the parties, acting reasonably) of becoming aware that there has been a Security Incident, complete the steps in clause 22.2(a)(iii) to (vi) of the ICTA; and</li> <li>b. within 4 Business Hours of becoming aware that there has been a Security Incident provide an update to the Customer on its progress in completing each of the steps in clause 22.2(a)(iii) to (vi) of the ICTA.</li> </ul>

No	Item	Ref	Description or selection
<b>FEES AND PAYMENT</b>			
43.	Payment Particulars	24.1(a)	As set out in each Statement of Work.
	Price model (exception)	24.1(b)	Not applicable.
44.	Benchmarking	24.2	Not applicable.
45.	Invoicing timeframes	24.4(a)	As set out in each Statement of Work.
46.	Payment requirements and invoicing	24.5(a)	As set out in each Statement of Work.
	Time for payment	24.5(a) Schedule 1	Subject to the Supplier satisfying any applicable conditions precedent to payment specified in each Statement of Work, the Customer will pay any Correctly Rendered Invoice within 30 days following receipt of the Correctly Rendered Invoice.
	Purchase order number and Agreement reference number for Correctly Rendered Invoices	Generally	As notified by the Customer in writing.
	Supplier's nominated bank account	24.5(a)(i)	
<b>RISK ALLOCATION AND MANAGEMENT</b>			
47.	Business Contingency Plan	25.2(a) 25.2(b)(iii) 25.2(d)	<p>a. The Supplier must by the Date for Delivery specified in each Statement of Work have in place (and prepare and implement, if not already in existence) a Business Contingency Plan for the approval of the Customer in accordance with clause 25.2 and the Specification set out in each Statement of Work.</p> <p>b. The Business Contingency Plan must be reviewed and tested by the Supplier at least annually.</p>



No	Item	Ref	Description or selection
48.	Step-In Rights	26	The Customer may exercise Step-In Rights in accordance with clause 26, provided that for the avoidance of doubt, Step-In Rights do not extend to products and services supplied by the Third Party Supplier.
49.	Insurance	27(a)	<p>The Supplier must hold and maintain each of the following types of insurances, for the periods and in the amounts specified below:</p> <ul style="list-style-type: none"> <li>a. public liability insurance with a limit of cover of at least \$20 million in respect of each occurrence, to be held for the duration of the Supplier's Activities;</li> <li>b. product liability insurance with a limit of cover of at least \$10 million in respect of each occurrence and in the aggregate, to be held for the duration of the Supplier's Activities and for at least seven years thereafter;</li> <li>c. workers' compensation insurance as required by Law; and</li> <li>d. professional indemnity insurance with a limit of cover of at least \$10 million in respect of each occurrence and in the aggregate, to be held for the duration of the Supplier's Activities and for at least seven years thereafter.</li> </ul>
	Cyber security and other insurances	27(a) 27(b)	<p>The Supplier must hold and maintain, whether under its professional indemnity insurance or as a separate policy:</p> <ul style="list-style-type: none"> <li>a. cyber security insurance (or equivalent) with a limit of cover of at least \$10 million in respect of each claim and in the aggregate, to be held for the duration of the Supplier's Activities; and</li> <li>b. insurance that covers Accenture's liability under the Agreement for Losses that may be suffered as a result of a data security breach or the wrongful disclosure and use of Personal Information by the Supplier or its Personnel.</li> </ul>
50.	Performance Guarantee	28.1	Not applicable.
51.	Financial Security	28.2	Not applicable.
52.	Termination for convenience	29.2(b)(ii)B	<p>For the purposes of clause 29.2(b)(ii)B, where the Customer provides less than 3 months' prior written notice, the following costs are specified:</p> <ul style="list-style-type: none"> <li>a. an amount equivalent to one month's fees payable for the Support Services in accordance with the Agreement; and</li> <li>b. any costs reasonably and actually incurred by the Supplier arising from or in connection with the termination that the Supplier is unable to defray, including: <ul style="list-style-type: none"> <li>i. demobilisation or redeployment of the Supplier's Personnel; and</li> </ul> </li> </ul>

No	Item	Ref	Description or selection
			ii. any unamortised third party licence costs to the extent such costs were incurred in connection with the Supplier's Activities under this Agreement.
53.	Limitation Amount	34.5(b)	Subject to clause 34.5(c), the liability of each party under this Agreement is limited to the Default Amount as determined in accordance with clause 34.5(b).
	Alternate approach to uncapped liability	34.5(c)	Not applicable.
	Non-excluded Losses	34.6(b)(ii)	Not applicable.
54.	Alternative dispute resolution	35	The dispute resolution procedure specified in clause 35 applies.
55.	Prolonged Force Majeure Event	36.4	Not applicable.

**PART B: Cloud Module – Not used**

**PART C: Services Module**

Where Item 13 above specifies that the Services Module applies, complete this Part C. If not applicable, this Part C may be deleted and the words "Not applicable" inserted below.

Clause references below are references to clauses in the Services Module.

No	Item	Mod ref	Description or selection
<b>SCOPE</b>			
81.	Services	1.1	The Services include the Support Services, System Integration Services, Data Services, Professional Services, Managed Services, training Services and other Services and Deliverables, as described in each Statement of Work.
82.	Non-ICT Services	Generally	Not applicable.
83.	Services Period	1.3 Annexure A	The Services Period is the Term.
<b>SUPPORT SERVICES</b>			
84.	Support Services	2.1 2.3	Support Services apply, as described in each Statement of Work.
	Support Period	2.2 Annexure A	The Support Period in respect of each Statement of Work will commence on the Go Live Date (as described in the relevant Statement of Work) and continue for the remainder of the Term.
85.	Help desk	2.4	As set out in each Statement of Work.
86.	Software Support Services	3.1 3.2(b) Annexure A	As set out in each Statement of Work. The Software for the purposes of Support Services includes the Third Party Supplier Products (as defined in the Additional Conditions).
	Updates	3.2	Not applicable - Updates and New Releases will be provided directly by the Third Party Supplier of the Software. The Supplier must coordinate with the Third Party Supplier of the Software in relation to Updates as required by each Statement of Work.
	New Releases	3.2	Not applicable – Updates and New Releases will be provided directly by the Third Party Supplier of the Software. The Supplier must coordinate with the Third Party Supplier of the Software in relation to New Releases as required by each Statement of Work.
	Security Corrections	3.2(f)	Not applicable - Updates and New Releases will be provided directly by the Third Party Supplier of the Software. The Supplier must coordinate with the Third Party Supplier of the Software in relation to Updates or New Releases that are designed to correct or redress a security vulnerability that is affecting the Software as required by each Statement of Work.

No	Item	Mod ref	Description or selection
87.	Period to maintain the Software after provision of Updates and New Releases	3.2(g)	There is no minimum period for maintaining the Software if the Customer rejects an Update or New Release, provided that in the event the Customer validly rejects an Update or New Release under its agreement with the Third Party Supplier of the Software, the Supplier will continue to provide the Support Services on a best efforts only basis.
88.	Support Services for Hardware and Other ICT Deliverables	4.1 4.2 Annexure A	Not applicable.
89.	Preventative Maintenance	4.3 Annexure A	Not applicable.
90.	Engineering changes	4.4	Not applicable.
91.	Remedial Maintenance	4.5 Annexure A	Not applicable.
<b>DEVELOPMENT SERVICES</b>			
92.	Development Services	5.1 Annexure A	Not applicable.
93.	Software Solution	5.2 Annexure A	Not applicable.
94.	Design Specification	5.3(a) 5.3(b)	Not applicable.
95.	Service Levels or criteria that apply to the Development Services	5.4(d)	Not applicable.
96.	Alternative project delivery methodology	5.5	Not applicable.
<b>SYSTEM INTEGRATION SERVICES</b>			
97.	Systems Integration Services	6.1 Annexure A	As set out in each Statement of Work.
	Scope of Systems Integration Services	6.2	As set out in each Statement of Work.

No	Item	Mod ref	Description or selection
	SI Plan and SI Specifications	6.3	As set out in each Statement of Work.
<b>DATA SERVICES</b>			
98.	Data Services	7.1 7.2(a) Annexure A	Data Services apply, as set out in each Statement of Work.
99.	Backup	7.4	Not applicable – backups will be provided directly by the Third Party Supplier of the Software.
100.	Data cleansing	7.5	Not applicable. The Customer is responsible for data cleansing.
101.	Data analysis	7.6	Not applicable.
102.	Data migration	7.7	As set out in each Statement of Work.
103.	Data Migration Plan	7.7	As set out in each Statement of Work.
<b>OTHER PROFESSIONAL SERVICES</b>			
104.	Professional Services	8.1 Annexure A	As set out in each Statement of Work.
	Specifications and standards	8.2	As set out in each Statement of Work.
105.	Dates for Delivery and timeframes	8.2	As set out in each Statement of Work.
		8.3	
<b>MANAGED SERVICES</b>			
106.	Managed Services	9.1 9.2 Annexure A	As set out in each Statement of Work.
	Transition-In Services	9.3	As set out in each Statement of Work.
107.	Procedures Manual	9.4	Not applicable.
108.	Managed Third Party Contracts	9.5 Annexure A	Not applicable.
109.	Assets	9.6	Not applicable.

No	Item	Mod ref	Description or selection
		Annexure A	
110.	Transition-Out Services	9.7	As set out in each Statement of Work.
<b>TRAINING SERVICES</b>			
111.	Training Services	10.1	As set out in each Statement of Work. The training Services are to be provided at the locations and on the dates to be agreed by the parties in writing.
	Training Reports	10.2	As set out in each Statement of Work.
<b>GENERAL</b>			
112.	Additional/ancillary Deliverables and Services	11.1	Clause 11.1(a) is not applicable.
		11.2	The Supplier must supply all other goods and services that are incidental or ancillary to the provision of the Services under the Services Module and that are required to ensure that the Services comply with the Specifications and other requirements of the Agreement (excluding goods and services to be provided by the Third Party Supplier) as required by each Statement of Work.
113.	Records	12	<p>For the purposes of clause 12(b) of the Services Module, the records must include the following, to be kept for the Term of this Agreement (unless otherwise agreed by the parties in writing):</p> <ol style="list-style-type: none"> <li>details of any Deliverables provided as part of the Services including the date each Deliverable was provided;</li> <li>results of all tests conducted by the Supplier in accordance with this Agreement or the Statements of Work;</li> <li>with the exception of Document Deliverables, details of any Defects identified by the Customer or notified to the Customer, and how those Defects were rectified;</li> <li>details of any Delays associated with the provision of the Services and the reasons for those Delays;</li> <li>all notices issued or received by the Supplier under this Agreement or the Statements of Work;</li> <li>all reports required to be submitted by the Supplier in accordance with this Agreement or the Statements of Work;</li> <li>details of any Security Incidents and how they were remediated (including any Remediation Plan prepared by the Supplier);</li> <li>all Change Requests submitted or received by the Supplier and any proposals the Supplier makes in connection with those requests;</li> </ol>



No	Item	Mod ref	Description or selection
			<ul style="list-style-type: none"> <li>i. results of all performance reviews carried out by the Supplier in accordance with this Agreement;</li> <li>j. all artefacts required to be produced in accordance with the governance framework specified in each Statement of Work, including minutes and other outputs of the monthly governance meetings following the Go Live Date;</li> <li>k. all tickets raised through the CSM tool (as defined in the Statements of Work) and how those tickets were resolved; and</li> <li>l. all material communications between the Supplier and ServiceNow and actions and tasks the Supplier has undertaken pursuant to its obligations to facilitate and cooperate with the Third Party Supplier under the Additional Conditions, this Agreement or the Statements of Work.</li> </ul>
114.	Operating procedures	13(a)(v)	As set out in each Statement of Work and User Documentation.

**PART D: Software Module (Non-Cloud) – Not used**

**PART E: Hardware and Other ICT Deliverables Module – Not used**

## Annexure A to Order Form – Supplier's Documents



**Guidance note:** Any documents which the parties agree to incorporate as Supplier's Documents pursuant to the process set out in clause 1.5 should be set out here. For clarity, they should not be characterised as Additional Conditions.



**Annexure B.1 to Order Form – TESSA Statement of Work (including the five approved Change Requests as at 20 December 2022)**

## Annexure B - Statement of Work for Safeguard Integrated IT System Implementation

### 1. Statement of Work Details

- (a) Statement of Work Name: The Energy Security Safeguard Application (TESSA)
- (b) Statement of Work Number: 001
- (c) Purchase Order Number and Agreement reference (where available): As notified by the Customer in writing.

### 2. Revision History

Version	Status	Date	Prepared By	Comments
1.0	Draft	12 Aug 2021	Supplier	Initial Draft for Proposal Submission
1.1	Draft	12 Nov 2021	Supplier	Revised SOW for contract negotiations - Draft issued 12/11/2021
1.2	Draft	22 Nov 2021	Supplier	Revised SOW for contract negotiations - Draft issued 22/11/2021
1.3	Draft	6 Dec 2021	Supplier	Revised SOW for contract negotiations - Draft issued 06/11/2021
1.4	Draft	13 Dec 2021	Customer	Revised SOW for contract negotiations – Draft issued 13/12/2021
1.5	Draft	16 Dec 2021	Supplier	Revised SOW for contract negotiations – Draft issued 16/12/2021
1.6	Draft	16 Dec 2021	Customer	Revised SOW for contract negotiations – Draft issued 16/12/2021
1.7	Draft	17 Dec 2021	Supplier	Revised SOW for contract negotiations – Draft issued 17/12/2021
1.8	Draft	17 Dec 2021	Customer	Revised SOW for contract negotiations – Draft issued 17/12/2021
1.9	Draft	17 Dec 2021	Supplier	Revised SOW for contract negotiations – Draft issued 17/12/2021

2.0	Draft	20 Dec 2021	Customer	Revised SOW for contract negotiations – Draft issued 20/12/2021
2.1	Draft	20 Dec 2021	Customer	Agreed SOW for contract execution
2.2	Draft	20 Dec 2021	Customer	Updated to Reflect Removal of ITSM module
2.3	Draft	21 Dec 2021	Customer	Revised SOW – Draft issued 21/12/2021
2.4	Final	21 Dec 2021	Customer	Agreed SOW for contract execution

### 3. Introduction and overview of the Supplier's Activities

- (a) The Supplier's Activities are to, in accordance with the requirements of the Additional Conditions, this Statement of Work and the Agreement:
- (i) through a reseller arrangement, facilitate the provision of the Third Party Supplier Products (which for the avoidance of doubt comprise the Software) to the Customer;
  - (ii) implement a secure, accessible and contemporary integrated ICT solution for the Customer's Energy Security Safeguard (ESS) regulation and compliance function (**Solution**) by:
    - A. configuring and developing the Software to meet the Customer's requirements and Specifications;
    - B. configuring the Solution to integrate with third party products as described in this Statement of Work; and
    - C. providing data migration Services to migrate data from the Customer's legacy systems to the Solution; and
    - D. managing the relationship with the Third Party Supplier on behalf of the Customer, including by acting as first point of contact;
  - (iii) provide ongoing Support Services, including Software Support Services and help desk Services, Managed Services and managing the relationship with the Third Party Supplier on behalf of the Customer, including by acting as first point of contact.
- (b) The core objectives of the Supplier's Activities are to deliver an innovative ICT solution that:
- (i) provides a single source of truth through an integrated technology platform;
  - (ii) is scalable, easy to use, secure and sustainable;
  - (iii) offers improved stakeholder engagement through superior user experience and functionality; and

- (iv) contains sophisticated compliance and regulation tools including reporting and analytics.

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## 4. Services and Deliverables

### 4.1 Services

- (a) The Services to be provided span five workstreams:
  - (i) Project Management and Governance;
  - (ii) Solution Design and Design Documentation;
  - (iii) Implementation, Deployment and Testing;
  - (iv) Training and Training Documentation; and
  - (v) Ongoing Support Services including help desk,
- (b) **Project Management and Governance:** The Project Management and Governance Workstream includes the activities to manage the delivery of the Services and Deliverables under this Agreement. The Supplier will deliver the following Services, which unless otherwise specified are Professional Services for the purposes of the Services Module:
  - (i) project management of the delivery of Services and creation of Deliverables across all Workstreams, ensuring that the Services and Deliverables are provided to the requirements, Specifications, quality, and within the time and cost, set out in the Agreement;
  - (ii) engagement with the Project Executive and Customer Personnel project leads in connection with the project management activities described above;
  - (iii) development and delivery of the Deliverables for this Workstream in accordance with the Specifications in section 4.2 of this Statement of Work and the requirements of the Agreement;
  - (iv) support the establishment of governance arrangements, including assisting in defining governance forums, reporting arrangements and escalation thresholds to the extent not otherwise specified in this Statement of Work;
  - (v) coordinating the Supplier's Activities with the Customer, the Third Party Supplier and, in the case of penetration testing, Other Suppliers;
  - (vi) analyse project metrics (performance against budget, scope, schedule, risk mitigation, quality and integrated design) to propose opportunities for improvement (if any);
  - (vii) managing project risks and discharging responsibilities which are identified as the Supplier's responsibility in this Statement of Work or the Agreement;
  - (viii) receiving and progressing of Change Requests raised by the Customer in accordance with the procedure in the Agreement;
  - (ix) monitor progress of delivery of Services and Deliverables under this Agreement; and

- (x) execute project management cadence, including sprints, stand-ups, status reporting, project monitoring and control activities (as per Project Plan);
- (c) **Solution Design and Design Documentation:** The Solution Design and Documentation Workstream will support the gathering of the Customer's detailed requirements and develop an end-to-end high level design which will underpin the Solution implementation. The Supplier will deliver the following Services, which unless otherwise specified are Systems Integration Services for the purposes of the Services Module:
  - (i) development and delivery of the Deliverables for this Workstream in accordance with the Specifications in section 4.2 of this Statement of Work and the requirements of the Agreement, each of which, when approved by the Customer under clause 8 of the ICTA, become part of the Specifications;
  - (ii) participate in reviews relating to the design of the Solution, its integration with other third party products and the Document Deliverables outlined in section 4.2 of this Statement of Work in conjunction with the Customer, and resolve any design issues raised;
  - (iii) create wireframes and prototypes to support front end development; and
  - (iv) provide instructions to the Customer on configuration of the MID Server.
- (d) **Implementation, Deployment and Testing:** The Implementation, Deployment and Testing Workstream will implement the Customer's Solution in accordance with the Specifications in section 4.2 of this Statement of Work, including the Refined Backlog, High-Level Design and Integration Design. The Supplier will deliver the following Services:
  - (i) Systems Integration Services (for the purposes of the Service Module):
    - A. development and delivery of a Test Plan in accordance with the Specifications in section 4.2 of this Statement of Work and the requirements of the Agreement;
    - B. build the Solution and develop business, operational and technical solutions for that build (e.g., code, configure, install) in accordance with the Specifications, including the Refined Backlog, High-Level Design and Integration Design approved by the Customer, provided that this is limited to:
      - 1) the 21 different workflows use cases documented;
      - 2) 16,000 transactions in Customer Service Management Professional per year
      - 3) each instance of the Third Party Supplier Product is limited to a max size of 4 TB;
      - 4) IntegrationHub Professional and IntegrationHub Starter (includes Activity Designer; Activity Packs) and entitlement for up to 3,000,000 IntegrationHub transactions annually (*unused transactions expire annually*); and
      - 5) up to 80,000 portal visits per month by external users (*unused portal visits expire monthly*);

- C. configuring, installing and testing interfaces to and from the Solution and the following third party products in accordance with the requirements of this Statement of Work, the Agreement and Integration Design:
- 1) external email services;
  - 2) user authentication services;
  - 3) up to 5 government compliance data sources (such as address or ABN verification services);
  - 4) Content Manager (**CM9**); and
  - 5) Government Technology Platforms Customer Payment Platform (**CPP**) (as defined in the Additional Conditions),
- provided that the parties may agree in writing to remove any of the above third party products or add additional third party products to the Systems Integration Services;
- D. configuring the Solution to ensure functionality of all modules within the Third Party Supplier Customer Service Management Professional application in accordance with the Refined Backlog, including the CSM tool;
- E. configuring the Solution to ensure the Customer is able to access historical data in the Solution;
- F. build and maintain development environments and databases with appropriate data masking in accordance with the Specification;
- G. configuration of the Solution to accept migrated data consistent with the Excel Load Template and Customer requirements;
- H. participate in build reviews in conjunction with the Customer, and resolve build errors in a timely manner;
- I. define, develop and incorporate security components and application controls protocols and components in line with the Customer's Policies, Codes and Standards; this includes:
- 1) reviewing the standard Instance Security Hardening Settings values for the security-related system properties and plugins in the Software; and
  - 2) setting these properties in line with the Customer's desired compliance levels;
- J. build and maintain test environment;
- K. carry out testing of Deliverables in accordance with the Test Plan and to ensure the Deliverables meet the Acceptance Criteria;

- L. supply the Customer with test results promptly on completion of testing and remedy any non-compliance with Acceptance Criteria set out in this Statement of Work;
  - M. co-ordination of penetration testing through the Third Party Supplier, or cooperating with any Other Supplier the Customer engages to carry out penetration testing, and any potential remediation resulting from such testing;
  - N. support Acceptance Testing by the Customer, including by:
    - 1) sharing any test script created by the Supplier for the purposes of testing Deliverables;
    - 2) supporting the setup of Acceptance Testing by the Customer by granting user access, including to external users nominated by the Customer to participate in Acceptance Testing; and
    - 3) promptly responding to any technical queries from the Customer during the execution of Acceptance Testing by the Customer;
  - O. comply with the requirements of clause 14 of the ICTA in relation to Testing and the remedying of any Defects, provided that the Customer may, at its sole discretion, Accept a Deliverable that contains Defects during this Workstream on the condition that those Defects will be included in a backlog for resolution as part of the Ongoing Support Services Workstream according to Customer's prioritisation and timeframes agreed by the parties.
- (ii) Data Services, which for the purposes of the Services Module include the following data migration Services:
- A. development and delivery of the Deliverables for this Workstream relating to data migration Services in accordance with the Specifications in section 4.2 of this Statement of Work and the requirements of the Agreement;
  - B. implementation of all activities set out in this Statement of Work and the Data Migration Plan for the migration of the Customer Provided Data;
  - C. completion of all necessary pre-migration activities to ensure the smooth migration of Customer Provided Data in accordance with the Agreement, including clause 7 of the Services Module;
  - D. development of appropriate business contingency arrangements should the migration of the Customer Provided Data not be successful;
  - E. provide support to the Customer in: performing field mapping from legacy data to the Solution; performing data extraction; data transforms; data fixes and populating Excel Load Template;
  - F. conduct testing, including:

- 1) mock conversions and dress-rehearsals; and
  - 2) testing and acceptance of final data upload(s),  
in line with the Project Plan and Data Migration Plan; and
- G. provide data migration reports detailing the status of the data import into the Solution following each upload in accordance with the Specifications in section 4.2 of this Statement of Work;
- (iii) Hypercare Services, which for the purposes of the Services Module are Software Support Services. Commencing on the Go Live Date and continuing for a 14-day period, the Supplier will provide the following Hypercare Services:
- A. identifying, correcting and repairing Defects, including functional, performance and integration errors, in connection with the Built Solution in accordance with clause 9 of the ICTA;
  - B. promptly responding to technical questions and providing additional support in connection with Go Live, including availability of Nominated Personnel outside of Business Hours and on weekends to assist in the resolution of any issues;
  - C. providing support to the Customer's level 1 help desk; and
  - D. any new requirements or enhancements requested by the Customer are recorded and added to the backlog for resolution as part of the Ongoing Support Services Workstream according to Customer's prioritisation and timeframes agreed by the parties;
- (e) **Training and Training Documentation:** The Training and Training Documentation Workstream will assist in user adoption of the Solution through the provision of training Services. The Supplier will deliver the following Services, which for the purposes of the Services Module are training Services:
- (i) provide input into the change plan owned by the Customer;
  - (ii) development and delivery of the Deliverables for this Workstream related to training Services in accordance with the Specifications in section 4.2 of this Statement of Work and the requirements of the Agreement;
  - (iii) deliver training to up to 30 Customer Users (including both Admin and Users):
    - A. at the locations and on the dates to be agreed by the Customer in writing (including at the Customer's Site if required by the Customer in accordance with clause 6.10 of the ICTA and Item 16 of the Order Form);
    - B. with the training to involve hands-on training whereby users execute scenarios to become familiar with common tasks to be performed on the Solution; and
    - C. in accordance with the Training Plan approved by the Customer;



- (iv) provide Training Reports on a fortnightly basis in accordance with clause 10.2 of the Services Module for the duration of the training Services.
- (f) **Ongoing Support Services including Help Desk:** The Supplier will provide a shared services based model of 5.3 full time equivalent (**FTE**) Personnel during peak processing months of April, May and June, and 3.57 FTE's for the remaining months. The scope of services consists of the following:
  - (i) the Transition-In Services described in section 7;
  - (ii) providing 24 hour x 7 day coverage for the Solution during the peak processing months of April, May and June of each year (or such other months agreed by the parties in writing, provided that there is only 3 months in each year) and providing 12 hour x 5 day coverage (e.g. 7:00am to 7:00pm, Monday to Friday) for the Solution for all remaining months;
  - (iii) on call (24/7) support for S1 and S2 Incidents will also be provided.
  - (iv) general support Services, including:
    - A. troubleshooting/initial root cause analysis for all Incidents and Problems;
    - B. general troubleshooting and support, security and access within the Solution;
    - C. handling issues and Incidents related to the Solution;
    - D. list and form level updates, reports and homepage administration, data and Configuration Item (CI) administration;
    - E. modification and re-publication of request items to Third Party Supplier's Service Portal/Service Catalog;
    - F. configuring alerts and notifications, viewing upgrade history and status, controlling system access and data security in the Solution;
    - G. provision of level 2 helpdesk to answer queries;
  - (v) maintenance and monitoring, including:
    - A. Customer Users, group, security role administrative maintenance;
    - B. MID Server and job execution monitoring and maintenance pertaining to the Solution;
  - (vi) patches and upgrades, including:
    - A. coordination with the Third Party Supplier for outage support, updates and release validation;
    - B. support for platform patches (up to once every three months) and for platform upgrade once a year;
    - C. managing new releases, patches, and hotfixes with the Third Party Supplier;

- (vii) reporting, including:
  - A. administration of existing reports and configuration of ad hoc reports (standard reporting and performance analytics);
- (viii) routine health checks within the Solution, which are full-body assessments of a Solution instance health that analyses system configuration against best practices. It also provides insights and recommendations for what the Customer should continue doing and where the Customer might be able to improve;
- (ix) platform support and enhancements. Solution platform support consists of Third Party Supplier Product application maintenance, administration run support (level 2 and level 3 support, Support Requests such as inquiries, administration, investigation and health check, etc). This support includes:
  - A. for the peak processing months of April, May and June of each year (or other months agreed in accordance with section 4.1(f)(ii)):
    - 1) up to 100 Support Requests per month; and
    - 2) up to 120 hours of enhancements;
  - B. for the remaining months of each year:
    - 1) up to 50 Support Requests per month; and
    - 2) up to 80 hours of enhancements;
  - C. support for go-live of new Third Party Supplier modules on release by the Third Party Supplier.
- (g) The Services described above are in addition to the obligations of the Supplier under the Services Module.

## 4.2 Deliverables and Specifications

- (a) The Deliverables to be provided and the Specifications applicable to each Deliverable are detailed in the below table.
- (b) The Supplier must provide the Deliverables in accordance with the Specifications and the other requirements of this Agreement by the Date for Delivery specified in the table (or such other timeframe as agreed by the parties in writing or in the Project Plan approved by the Customer).
- (c) Where a Deliverable:
  - (i) is designated as a Document Deliverable clause 8 of the ICTA applies to the Deliverable, including any updates to it;
  - (ii) is subject to Acceptance Testing, clause 14 of the ICTA and section 12 of this Statement of Work applies to the Deliverable.
- (d) The table includes indicative approval or Acceptance timeframes, as applicable depending on whether the Deliverable is a Document Deliverable or subject to Acceptance Testing. Without limiting the procedures and timeframes for:

- (i) approval by the Customer of a Document Deliverable in accordance with clause 8 of the ICTA; or
- (ii) Acceptance of a Deliverable subject to Acceptance Testing in accordance with clause 14 of the ICTA,

the Customer will use its best efforts to approve or Accept (as the case requires) a Deliverable within the indicative approval or Acceptance timeframe specified in the table.

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
1	Project Management and Governance	Project Plan	<p>Expansion of the initial project plan in section 10 of this Statement of Work to include detailed tasks to deliver the Services and Deliverables.</p> <p>The Deliverable must:</p> <ul style="list-style-type: none"> <li>• provide a detailed schedule for: <ul style="list-style-type: none"> <li>○ providing all Services and Deliverables, and meeting Dates for Delivery, under this Agreement;</li> <li>○ start and finish dates for each phase, Workstream and sprint;</li> <li>○ start and finish dates for stakeholder engagement activities during each phase, Workstream and sprint (as applicable); and</li> <li>○ workshops, regular status meetings and other meetings where the Supplier needs input from the Customer; and</li> </ul> </li> <li>• set out the proposed allocation of activities and resources to each Workstream and sprint; and identify key project risks and proposed mitigations.</li> </ul> <p>This is a Document Deliverable in Microsoft Project Gantt and Word.</p>	5 Business Days	EOW 4

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
2	Project Management and Governance	Business Contingency Plan	<p>A Business Contingency Plan will be documented in accordance with clause 25.2 of the ICTA.</p> <p>Deliverable must:</p> <ul style="list-style-type: none"> <li>• specify the procedures and plans to predict, avoid, remedy and mitigate internal or external problems (including any Disasters) that may have an adverse effect on the Supplier's Activities;</li> <li>• comply with the security standards, requirements and certifications required by the Agreement, including under clause 21 of the ICTA; and</li> <li>• be consistent with AS ISO 22301.</li> </ul> <p>The Business Contingency Plan is a Document Deliverable in Microsoft Word.</p>	5 Business Days	EOW 3

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
3	Project Management and Governance	Data Management and Protection Plan	<p>A written plan with respect to data management and protection that complies with clause 20.2 of the ICTA.</p> <p>Deliverable must:</p> <ul style="list-style-type: none"> <li>• set out measures for how the Supplier and its Personnel will: <ul style="list-style-type: none"> <li>○ comply with the Privacy Laws; and</li> <li>○ protect Personal Information;</li> </ul> </li> <li>• be consistent with the Privacy Laws and the security and privacy requirements under the Agreement, provided that, where the Privacy Laws and the security and privacy requirements under the Agreement both address standards in respect of same subject matter, the Data Management and Protection Plan must reflect the higher standard; and</li> <li>• cover such other matters as reasonably required by the Customer.</li> </ul> <p>The Data Management and Protection Plan is a Document Deliverable in Microsoft Word.</p>	5 Business Days	EOW 3

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
4	Project Management and Governance	Transition-In Plan	<p>A document outlining the handover from the Supplier's Implementation Team to the Ongoing Support Services Team.</p> <p>Deliverable must, in relation to the Support Services and Managed Services:</p> <ul style="list-style-type: none"> <li>• set out the Supplier's understanding of the Customer's requirements in relation to the Services and the objectives to be met by the Supplier;</li> <li>• specify the Customer Users (including external Users authorised by the Customer) who will be supported by the Services;</li> <li>• specify any resources required (including any CSI or Customer assistance);</li> <li>• include a detailed description of the Transition-In Services to be provided in accordance with section 7 of this Statement of Work;</li> <li>• include a timeline for provision of the Transition-In Services; and</li> <li>• describe the transition approach and responsibilities.</li> </ul> <p>The Transition-In Plan is a Document Deliverable in Microsoft Word.</p>	5 Business Days	EOW 22
5	Project Management and Governance	Transition-Out Plan	<p>A Transition-Out Plan will be developed as per section 10 of this Statement of Work.</p> <p>Deliverable will contain the matters set out in clause 10.</p> <p>This is a Document Deliverable in Microsoft Word.</p>	5 Business Days	Within 30 days of receiving a written request from the Customer

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
6	Project Management and Governance	Cyber Security Incident Management Plan	<p>A document pertaining to the Supplier's Cyber Security Incident Management processes for the Supplier's system, including access to the Software through the Supplier's system or by the Supplier or its Personnel.</p> <p>Deliverable must:</p> <ul style="list-style-type: none"> <li>• be consistent with the Supplier's security obligations under the Agreement; and</li> <li>• set out the Supplier's processes to:               <ul style="list-style-type: none"> <li>○ prepare for, monitor, detect, identify, report and protect against Cyber Security Incidents that could compromise the integrity of the Customer's operations or the Services and Deliverables in carrying out the Supplier's Activities;</li> <li>○ notify, investigate, diagnose, manage and contain a Cyber Security Incident;</li> <li>○ provide regular cyber security training for Supplier Personnel; and</li> <li>○ respond to, review and learn from a Cyber Security Incident to improve security and data handling practices and prevent future Cyber Security Incidents from occurring.</li> </ul> </li> </ul> <p>For the purposes of this Deliverable, Cyber Security Incident means a Security Incident arising from the unauthorised access or use of any information system, service or network.</p> <p>The Cyber Security Management Plan is a Document Deliverable in Microsoft Word.</p>	5 Business Days	EOW 4



	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
7	Project Management and Governance	Status Report	<p>This document will be used to report on progress against the initial project plan in section 10 of this Statement of Work and, once approved by the Customer, the Project Plan.</p> <p>Deliverable must report:</p> <ul style="list-style-type: none"> <li>• progress against plan (completed in last sprint / focus for current sprint);</li> <li>• risks and issues;</li> <li>• schedule tracking;</li> <li>• against resource allocation using agile estimation methods (e.g. burn up, burn down and velocity)</li> <li>• any other material items relating to project implementation; and</li> <li>• any other matters reasonably requested by the Customer from time to time.</li> </ul> <p>This is a document in Microsoft PowerPoint format.</p>	n/a	Fortnightly, commencing EOW 2

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
8	Solution Design and Documentation	High-Level Design	<p>Document consisting of a high-level Solution architecture and design to be implemented, describing how the Solution will meet the Customer's requirements, Specifications for build</p> <p>Deliverable must:</p> <ul style="list-style-type: none"> <li>• describe the business intent, the Customer Environment and the Solution;</li> <li>• include technical solution notes with the included workflows;</li> <li>• describe acceptance criteria against which testing will be performed;</li> <li>• define the Epics (grouping of backlog items);</li> <li>• describe the user experience, including look and feel of the proposed Solution display (e.g. branding, colour scheme, etc); and</li> <li>• be based on, and consistent with, the Specifications, including the MVPRs specified in Annexure A.</li> </ul> <p>This is a Document Deliverable in Microsoft Word .</p>	2 Business Days	EOW 4

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
9	Solution Design and Documentation	Integration Design	<p>For the purposes of the Services Module, references to the Integration Design and the Solution mean the SI Specification and System, respectively.</p> <p>Documents the external interfaces design to be implemented, describing how the Solution will meet the Customer's requirements.</p> <p>Deliverable will contain, for each System Integration with a third party product (end point):</p> <ul style="list-style-type: none"> <li>• description of the purpose and scope of the System Integration Services;</li> <li>• description of source and destination systems;</li> <li>• assumptions and dependencies; and</li> <li>• an architecture diagram consisting of all the components of the systems showing how they will interact with each other when integrated.</li> </ul> <p>This is a Document Deliverable in Microsoft Word</p>	5 Business Days	EOW 7

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
10	Solution Design and Documentation	Refined Backlog	<p>The Supplier will update the Customer Backlog provided by the Customer with acceptance criteria documented during detailed design workshops, which once Accepted by the Customer will set out the Acceptance Criteria for each user story. Deliverable will:</p> <ul style="list-style-type: none"> <li>• set out acceptance criteria for each user story;</li> <li>• contain technical solution notes;</li> <li>• be drafted basis on persona-based articulation of the requirement.be categorised across Mandatory items, Burn up items and future items;</li> <li>• contain the effort associated with the delivery of each of the items contained within it;</li> <li>• describe the configuration to be undertaken to modules within the Third Party Supplier Customer Service Management application (including for the CSM tool to support help desk Services); and</li> <li>• be based on, and consistent with, the Specifications, including the MVPRs specified in Annexure A.</li> </ul> <p>This is a Deliverable to be provided in an industry standard agile development management tool (such as the Third Party Supplier's Agile Development Tool 2.0) to be agreed by IPART and is subject to Acceptance Testing.</p>	5 Business Days	<p>EOW 4 for categorisation of Mandatory, Burn up and future items.</p> <p>From EOW 4user stories in the Refined Backlog will be approved by the Customer Product Owner before being added to the sprint backlog for build.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
11	Implementation, Deployment and Testing	Test Plan	<p>A document outlining the test process and scope with respect to the conduct of tests by the Supplier under clause 14.2 of the ICTA and this Statement of Work and the support to be provided by the Supplier to the Customer for Acceptance Testing by the Customer under this Statement of Work.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• environment strategy for build test and deployment;</li> <li>• types of testing and test cycles to be conducted, including regression testing;</li> <li>• test scope for all testing to be carried out by the Supplier;</li> <li>• approach to Acceptance Testing by the Customer;</li> <li>• entry and exit criteria for test phases;</li> <li>• definitions of 'Ready' and 'Done' for user stories in the Refined Backlog;</li> <li>• proposed test deliverables (which when the Test Plan is Accepted by the Customer become Deliverables); and</li> <li>• timeframes for provision of test results to the Customer.</li> </ul> <p>This is a Document Deliverable in Microsoft Word.</p>	5 Business Days	EOW 6

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
12	Implementation, Deployment and Testing	Built Solution: Customer Service Management application	<p>Configure:</p> <ul style="list-style-type: none"> <li>• Third Party Supplier Customer Service Management Professional:               <ul style="list-style-type: none"> <li>○ for 21 workflow use cases, leveraging primarily the Out-of-the-box (OOTB) capabilities, configure notifications &amp; SLA's; and</li> <li>○ all modules within the application in accordance with the Refined Backlog, including the CSM tool;</li> </ul> </li> <li>• Third Party Supplier Product integration leveraging primarily OOTB integration capabilities via Third Party Supplier IntegrationHub.</li> </ul> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• configured Third Party Supplier Customer Service Case Management Professional application as defined in the Refined Backlog, including the ability for on demand data upload capability (based on operational day-to-day activities e.g. Accredited Certificate Provider (<b>ACP</b>) uploading certificates);</li> <li>• configuration consistent with High Level Design and Integration Design;</li> <li>• closed user stories from Refined Backlog (passed through testing by the Supplier);</li> <li>• configured integration with the Solution that meets the Specifications including the Refined Backlog, High Level Design and Integration Design; and</li> <li>• closed user stories from Refined Backlog for Integration.</li> </ul> <p>This a Solution Deliverable in the form of a platform build and is subject to Acceptance Testing.</p>	5 Business Days	EOW 26

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
13	Implementation, Deployment and Testing	Creation of Excel Load Template	<p>Excel templates to be populated with Customer Provided Data for upload into the Solution.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• Excel spreadsheet(s) for Reference Data</li> <li>• Excel spreadsheet(s) for Transaction Data</li> <li>• these spreadsheets will each include:                             <ul style="list-style-type: none"> <li>○ headers corresponding to data fields in the Software</li> <li>○ specifications for each field (such as formatting, validations and cross-field rules for example "alphanumeric, 10- chars, value depends on field y")</li> </ul> </li> </ul> <p>This is a Document Deliverable in Microsoft Excel.</p>	5 Business Days	EOW 6 (Reference Data) EOW 15 (Transaction Data)

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
14	Implementation, Deployment and Testing	Data Migration Plan	<p>A document detailing the approach for Data Migration.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• Customer's data migration goals;</li> <li>• a data migration strategy that is appropriate for the Customer's needs and covers all appropriate planning and timetabling issues associated with the data migration Services, including: <ul style="list-style-type: none"> <li>○ description of the data migration Services to be performed consistent with this Statement of Work and the Services Module;</li> <li>○ staging and implementation of the data migration Services; and</li> <li>○ preparation/pre-migration activities to be performed;</li> </ul> </li> <li>• role and responsibilities; and</li> <li>• dependencies.</li> </ul> <p>This is a Document Deliverable in Microsoft Word.</p>	5 Business Days	EOW 5
15	Implementation, Deployment and Testing	Data Migration Reports	<p>A document detailing the status of the data import into the Solution following mock conversions, dress rehearsal and Go Live uploads.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• upload errors;</li> <li>• details of any data that was not migrated and</li> <li>• Supplier's propose approach to rectifying errors.</li> </ul> <p>This is a Document Deliverable in Microsoft Excel.</p>	5 Business Days	EOW 13 EOW 18 EOW 24 EOW 29 EOW 32



	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
16	Implementation, Deployment and Testing	Data Migration (production)	<p>Execute one-off production data loads for through provisioned Excel Load Templates in .XLS format for migrating.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• Customer Provided Data from completed Excel Load Templates is successfully uploaded to the Solution in accordance with the Data Migration Plan;</li> <li>• Customer Provided Data is available in the Solution and has correctly and accurately mapped to applicable fields as indicated in completed Excel Load Template; and</li> <li>• migrated data has been tested and accepted and all upload errors or Defects have been rectified.</li> </ul> <p>This a Solution Deliverable in the form of a platform build and is subject to Acceptance Testing.</p>	5 Business Days	EOW 31
17	Implementation, Deployment and Testing	Defects remediated	<p>All prioritised Defects notified/logged are remediated in accordance with clause 14 of the ICTA (passed through re-testing).</p> <p>This is a Solution Deliverable in ServiceNow Agile Tooling and is subject to Acceptance Testing.</p>	5 Business Days	EOW 30

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
18	Training and Documentation	Training Plan	<p>A plan for delivery of the training Services and training materials.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• description of the type of training Services to be provided to Customer Users (including admin and other users);</li> <li>• roles and responsibilities of the parties including any CSI to be provided in connection with the training;</li> <li>• specify any maximum and/or minimum number of attendees per training course; and</li> <li>• proposed dates and times for delivery of the training</li> </ul> <p>This is a Document Deliverable in Microsoft PowerPoint.</p>	5 Business Days	EOW 26
19	Training and Documentation	Training Material(s)	<p>Documents to be used during training sessions for Customer Users (including admin and other users).</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• agenda;</li> <li>• scenario descriptions for each persona;</li> <li>• instructions; and</li> <li>• screenshots.</li> </ul> <p>This is a Document Deliverable in Microsoft PowerPoint.</p>	3 Business Days	EOW 27

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
20	Training and Documentation	Training Reports	<p>A document reporting the outcome of training.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>the status of the training;</li> <li>any issues that the Supplier has encountered in delivering the training;</li> <li>any "lessons learnt" or areas for future improvement; and</li> <li>names of all attendees per session attended.</li> </ul> <p>This is a document in Microsoft Word.</p>	n/a	Fortnightly at the same time as the Status Reports for the duration of the training Services
21	Training and Documentation	Admin Manual	<p>High level guide, covering any specific maintenance tasks and details to access support channels.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>Feature-specific topics to guide admin users through common admin tasks with step-by-step instructions and screenshots. Common task coverage to be agreed with Customer.</li> </ul> <p>This is a Document Deliverable in Microsoft Word and forms part of the User Documentation.</p>	5 Business Days	EOW 30

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
22	Training and Documentation	User Manual	<p>High level guides with step-by-step guidelines for performing common tasks on the Software for Customer Users.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• Feature-specific topics to guide users through common tasks with step-by-step instructions and screenshots. Common task coverage to be agreed with Customer.</li> </ul> <p>This is a Document Deliverable in Microsoft Word and forms part of the User Documentation.</p>	5 Business Days	EOW 30

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
23	Solution Design and Documentation	As Built	<p>Update to the High Level Design document to show the final implementation state, recording any deviations from the planned state. This Deliverable will form the key artefact to be handed over to the Supplier's Ongoing Support Services Team. Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• purpose of the application;</li> <li>• index of acronyms;</li> <li>• version;</li> <li>• application scope &amp; namespace;</li> <li>• naming conventions;</li> <li>• source control;</li> <li>• user roles and entry points;</li> <li>• service accounts;</li> <li>• business logic flows;</li> <li>• field definitions;</li> <li>• data model;</li> <li>• list of the most critical and important scripts and their purpose;</li> <li>• list of tables created;</li> <li>• list of views;</li> <li>• security controls (access control lists, user criteria, other security measures);</li> <li>• data-sets and imports;</li> <li>• Integrations or external sources;</li> <li>• application dependencies / plugin activations; and</li> <li>• any other matters reasonably requested by the Customer.</li> </ul> <p>This is a Document Deliverable in Microsoft Word</p>	5 Business Days	EOW 30

### 4.3 Out-of-scope services and deliverables

The following services and deliverables are out-of-scope for the Supplier, except as otherwise provided in this Statement of Work:

- (a) configuration of MID Server, provided that the Supplier will provide instructions to the Customer on how to configure the MID Server in accordance with section 4.1(c)(iv) of this Statement of Work;
- (b) data extraction, mapping and transformation, provided that the Supplier will provide assistance as required in accordance with this Statement of Work.
- (c) troubleshooting of network connectivity issues - other than verification that issues are related to the Solution;
- (d) multi language support (only English language is supported);
- (e) infrastructure support for Third Party Supplier, logical/physical database administration, outside of the Solution infrastructure;
- (f) organisational change management beyond any inputs to the Change Plan as reasonably requested by the Customer;
- (g) configuration/remediation of third party systems, other than the Third Party Supplier Products;
- (h) responsibility for user adoption and process engineering;
- (i) acceptance testing activities beyond those described in clause 14 of the ICTA and this Statement of Work;
- (j) end user communications;
- (k) integration to the SMS gateway;
- (l) execution of penetration and accessibility testing; beyond support in coordination and any remediation;
- (m) configuration of third party product endpoints for integration with the Solution, other than the Third Party Supplier Products;
- (n) providing training or enhancing training materials other than as described in this Statement of Work;
- (o) level 1 help desk support; ; and
- (p) any products or services of the Third Party Supplier other than the Third Party Supplier Products.

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## 5. Customer Supplied Items (CSI)

- (a) The Customer will provide the CSI by the Due Date specified in the table below, or such other timeframe as agreed by the parties in writing.
- (b) Without limiting clause 6.2 of the ICTA, the Supplier will advise the Customer as soon as practicable if there are issues or deficiencies in the CSI provided, and both parties will discuss in good faith to remedy the issue and minimise impact to the project.

Item No.	CSI	Due Date
1	Access to the Third Party Supplier Product production and pre-production environments	1 Business Day after Customer obtains licences
2	If requested by the Supplier, existing governance arrangements and information regarding relevant in-flight projects which the Customer determines is necessary for the Supplier to carry out the Supplier's Activities	EOW 1
3	Access to the Site (if required by the Customer in accordance with clause 6.10 of the ICTA and Item 16 of the Order Form) and any equipment necessary for the Supplier to deliver the Services at the Site.	As agreed by the parties if required by the Customer
4	Secure remote access and IT facilities as required to access Customer Environments e.g. virtual private network, and which the Customer determines is necessary for the Supplier to carry out the Supplier's Activities	5 Business Days after the Customer determines it is necessary
5	Current state process maps and architecture diagrams which the Customer determines is necessary for the Supplier to carry out the Supplier's Activities	EOW 1
6	Customer Backlog	EOW 1
7	Collaboration tooling. Access to any Customer systems that the Supplier is required to use for collaboration such as MS Office, Microsoft Teams, Slack, Sharepoint, Confluence and provision any necessary credentials required	5 Business Days after receiving a list of Supplier Personnel that need access to the relevant tool
8	Customer Policies, Codes, Standards and other reference materials for relevant systems / platforms /implementations, including security standards (other than those for which links are set out in the Agreement) and, provided they exist, any existing precedents or patterns for IT implementation (e.g. integration patterns)	EOW 1
9	Project management frameworks / templates that the Customer requires the Supplier to use	EOW 1
10	Branding resources such as corporate style guidelines, public/intranet example pages, colour schemes, fonts, images/icons	EOW 3
11	Data for use in test environments which must either be "dummy" data or in anonymised format (not containing any Personal Information)	EOW 12, 17, 23, 28
12	Customer Provided Data for the purposes of Data Migration (to be provided in Excel Load Template)	Prior to production data load

Item No.	CSI	Due Date
13	Installation of any Third Party Supplier plugins as required.	Prior to the sprint in which relevant build is required
14	Pre-requisites as agreed by the parties in writing, such as MID Server installation, SSO certificates, integrations within the test environment.	Prior to the sprint in which relevant build is required
15	<p>Access to Other Suppliers or third party platforms and applications that the Customer determines necessary for Supplier to deliver the Supplier's Activities (e.g. in relation to Systems Integration Services). Such as:</p> <ul style="list-style-type: none"> <li>• access to platform architectures and customisations</li> <li>• access to data architectures and flows</li> </ul>	Date to be agree by the parties in writing

## 6. Key Milestones

The below table specifies all Deliverables (as detailed in section 4.2) to be approved or Accepted and other tasks to be completed in respect of each Key Milestone and the Dates for Delivery of the Key Milestones:

Key Milestone ID	Key Milestone	Date for Delivery
001	<p>Discovery Design</p> <ul style="list-style-type: none"> <li>• Project Plan</li> <li>• Business Contingency Plan</li> <li>• Data Management and Protection Plan</li> <li>• Cyber Security Incident Management Plan</li> <li>• High-Level Design</li> <li>• Refined Backlog (categorisation of Mandatory, Burn up and future items)</li> <li>• completion of all workshops in section 11.1(c)</li> </ul>	04/02/2022
002	<p>Platform implementation and set up complete</p> <ul style="list-style-type: none"> <li>• Integration Design</li> <li>• Test Plan</li> </ul>	25/02/2022



	<ul style="list-style-type: none"> <li>Excel Load Template (Reference Data)</li> <li>Data Migration Plan</li> </ul>	
003	<p>Development: 20% of Refined Backlog completed</p> <ul style="list-style-type: none"> <li>completion of sprint testing in accordance with clause 12.2 for 20% of user stories categorised as Mandatory in Refined Backlog</li> </ul>	03/03/2022
004	<p>Development: 40% of Refined Backlog completed</p> <ul style="list-style-type: none"> <li>completion of sprint testing in accordance with clause 12.2 for 40% of user stories categorised as Mandatory in Refined Backlog</li> </ul>	06/04/2022
005	<p>Development: 60% of Refined Backlog completed</p> <ul style="list-style-type: none"> <li>completion of sprint testing in accordance with clause 12.2 for 60% of user stories categorised as Mandatory in Refined Backlog</li> </ul>	09/05/2022
006	<p>Development: 80% of Refined Backlog completed</p> <ul style="list-style-type: none"> <li>completion of sprint testing in accordance with clause 12.2 for 80% of user stories categorised as Mandatory in Refined Backlog</li> </ul>	06/06/2022
007	<p>Development: 100% of Refined Backlog completed</p> <ul style="list-style-type: none"> <li>completion of sprint testing in accordance with clause 12.2 for 100% of user stories categorised as Mandatory in Refined Backlog</li> <li>completion of sprint testing in accordance with clause 12.2 for user stories categorised as Burn up in Refined Backlog, provided these user stories are within the available contingency</li> </ul>	08/07/2022
008	<p>Go Live Readiness: Training and Training Documentation Workstream completed</p> <ul style="list-style-type: none"> <li>Training Plan</li> <li>Training Material(s)</li> </ul>	12/08/2022

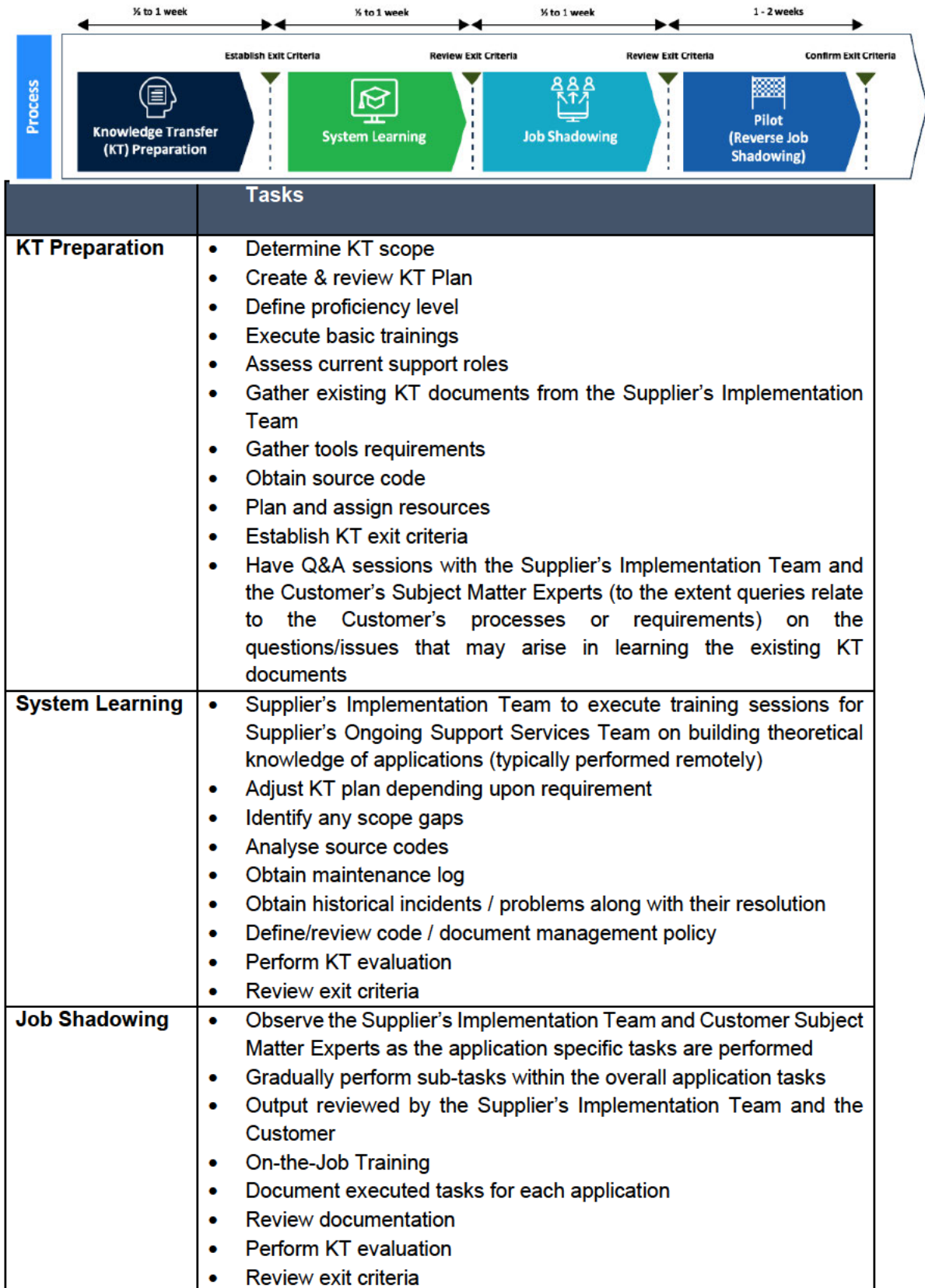
	<ul style="list-style-type: none"> <li>• Admin Manual</li> <li>• User Manual</li> <li>• As Built</li> <li>• training of Customer Users completed in accordance with section 4.1(e)(iii)</li> <li>• delivery of Transition-In Services in accordance with section 9</li> </ul>	
009	<p>Solution Go Live and Acceptance Testing complete</p> <ul style="list-style-type: none"> <li>• Data Migration (production)</li> <li>• Built Solution Accepted and live</li> </ul>	15/08/2022
010	<p>Hypercare Services completed</p> <ul style="list-style-type: none"> <li>• delivery of hypercare Services in accordance with section 4.1(d)(iii)</li> </ul>	29/08/2022

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## 7. Transition-In Services

- (a) The Transition-In Services are to be provided as part of the Ongoing Support Services Workstream.
- (b) This section 7 applies in addition to the requirements in clause 7 of the ICTA and clause 9.3 of the Services Module.
- (c) The Customer will make available its Personnel, including its Subject Matter Experts, to assist the Supplier in carrying out the Transition-In Services.
- (d) The Transition-In Services will be provided over a four-week period commencing at least two weeks prior to the Go Live Date and will include four sub-stages:
- (i) knowledge transfer (KT) preparation;
  - (ii) system learning;
  - (iii) job shadowing; and
  - (iv) pilot (reverse job shadowing).
- (e) The Transition-In Services comprise the activities to be carried out by the Supplier to ensure the Supplier's offshore Ongoing Support Services Team:
- (i) understands the Solution and Customer's Environment, processes and requirements; and
  - (ii) is prepared to provide the Support Services, including help desk Services, and

includes the activities corresponding to each of the sub-stages in the table below.



		Tasks
<b>Reverse Job Showing</b>	<b>Job</b>	<ul style="list-style-type: none"> <li>• Execute actual tasks under the Supplier's Implementation Team supervision</li> <li>• Tasks performed by Supplier's Ongoing Support Services Team increase in complexity</li> <li>• Output reviewed by the Supplier's Implementation Team and the Customer</li> <li>• Perform KT evaluation</li> <li>• Confirm exit criteria</li> <li>• Approval of completion of Transition-In Services received from Customer</li> </ul>

- (f) Structured regular, daily cadence will be used during Job Shadow and Reverse Job Shadow sub-stages for the participants to review and agree on their focus day to day whilst working remotely. This structure is outlined below and would involve Supplier resources, with no inputs expected from Customer resources.

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## 8. Transition-Out Services

- (a) This section 8 applies in addition to clause 31 of the ICTA and clause 9.7 of the Services Module.
- (b) When notified by the Customer, the Supplier will develop, for approval by the Customer, a Transition-Out Plan. The Transition-Out Plan will contain at a minimum the following:
- (i) the transition-out or disengagement activities to be carried out by the Supplier including:
    - A. the extraction, retrieval or return of Customer Data in accordance with clause 32.1 of the ICTA (to the extent applicable);
    - B. the return of CSI to the Customer; and
    - C. if requested by the Customer, the activities set out in clause 9.7(b) of the Services Module;
  - (ii) the activities to be carried out by the Customer;
  - (iii) a knowledge transfer plan from the Supplier to the Customer or an alternative service provider;
  - (iv) the timeframes within which the Supplier will perform its obligations under the Transition-Out Plan;
  - (v) any charges, or the basis or methodology for the calculation of charges, which the Customer will pay the Supplier to perform the Services described in the Transition-Out Plan; and
  - (vi) any other matters reasonably requested by the Customer.

## 9. Roles and responsibilities

### 9.1 Responsibilities

- (a) The parties will partner closely on the implementation of the Solution. The table in paragraph (b) describes the responsibilities to be performed by each party during implementation. The table in paragraph (c) describes the responsibilities to be performed by each party during the Ongoing Support Services Workstream.
- (b) Letters used in the tables in this section 9.1 have the following meaning:
- R - Responsible** – Those who do the work to achieve a task. There is typically one role with a participation type of Responsible.
- A - Accountable** – Those who are ultimately accountable for the correct and thorough completion of the deliverable or task, and the one to whom Responsible is accountable. Typically, the Process Owner is Accountable for a process, and there will be only one Accountable specified for each task or deliverable.
- C - Consulted** – Those who are not directly involved in a process but provide inputs and whose opinions are sought.
- I - Informed** – Those who receive outputs from a process or are kept up-to-date on progress, often only on completion of the task or deliverable.
- (c) Where there is any inconsistency between the allocation of responsibilities described in the tables in paragraphs (d) and (e) and another section of this Statement of Work, the other section of the Statement of Work takes precedence. The order of precedence in clause 1.3 of the ICTA applies to inconsistencies with any other document forming part of the Agreement.
- (d) **Solution Implementation RACI**

Item	Supplier	Customer
Programme governance		
Overall programme governance	R	A, R
Project support and project management for all Services and Deliverables	A, R	C, I
Facilitation and cooperation with Third Party Supplier	A, R	C, I
Customer stakeholder management	C, I	A, R
Examine		
Recommended Industry Best Practice guidance for Software	A, R	C, I
Recommended process guidance for Customer's operations	A, R	C, I
Plan, Create, Transition		
Architecture and design, including associated Services and Deliverables	A, R	C, I
Functional design, including associated Services and Deliverables	A, R	C, I

Item	Supplier	Customer
Technical design, including associated Services and Deliverables	A, R	C, I
Code deployment (Dev->Test->Prod)	A, R	C, I
Setup of MID Server	C, I	A, R
Refined Backlog implementation	A, R	C, I
Build and configure Solution	A, R	C, I
Testing of Deliverables by Supplier	A, R	C, I
Building of test cases for Acceptance Testing by Customer	C, I	A, R
Integration testing	A, R	C, I
Testing of the completed Solution by the Supplier	A, R	C
Customer Acceptance Testing	C, I	A, R
Customer Acceptance Testing - sign-off	C, I	A, R
Provision of all CSI	C, I	A, R
Provision of Customer Provided Data	C, I	A, R
Business deployment coordination for Go-Live	R	A, R
Handover from Supplier Implementation Team to Supplier Ongoing Support Services Team	A, R	C, I
Data Migration		
Data discovery	C, I	R, A
Data cleansing	C, I	R, A
Data Migration Workshop - facilitation	A, R	R, C
Data Migration Workshop - participation	C, I	R, A
Field mapping	R, C	R, A
Creation of Excel Load Template	A, R	C
Create data structures to hold migrated data	A, R	C
Create data structure layout in Solution	A, R	C
Configure data load process	A, R	I
Extracting data from legacy system	C, I	A, R
Perform data transforms	C, I	A, R

Item	Supplier	Customer
Populate Excel Load Template(s)	C, I	A, R
Conduct data migration test uploads	A, R	I
Provide clarifications for any unexpected data encountered or behaviour found during test uploads	C, I	R, A
Provide Data Migration Report following mock conversions and dress rehearsal	A, R	I
Acceptance and validation of data upload following mock conversions and dress rehearsal	C, I	A, R
Perform further data cleansing as required in Excel Load Template	C, I	A, R
Conduct Go-Live data migration upload	A, R	I
Provide Data Migration Report following Go Live data migration upload	A, R	I
Acceptance and validation of Go Live data migration upload in production environment	C, I	A, R
Hypercare		
Hypercare Services	A, R	C, I

(e) **Ongoing Support Services RACI**

Item	Supplier	Customer
Onboarding of resources	A, R	C, I
Provision of all CSI (to extent not already provided)	R	A, R
Knowledge Transfer Preparation	A, R	C, I
Transition-In Services and Knowledge Transfer	A, R	C, I
Operations readiness test	A, R	C, I
Parallel run operations <ul style="list-style-type: none"> <li>transition from Supplier's Implementation Team to Supplier's Ongoing Support Services Team</li> <li>job shadowing / reverse shadowing</li> </ul>	A, R	R, C
Go-Live of Support Services	A, R	C, I
Creation of Incident/Service Request and Problem tickets related to Solution	I	A, R
Help desk Service (excluding Level 1)	A, R	C
Analysis, resolution, fulfillment and escalation of assigned tickets	A, R	C, I



Item	Supplier	Customer
Escalation of tickets related to Third Party Supplier Products to Third Party Supplier	A, R	C, I
Escalation of tickets related to products of Other Supplier	C, I	A, R
Conduct Problem investigation and root cause analysis	A, R	C, I
Administration and health check of Solution	A, R	C, I
Platform patches and platform upgrades (up to once a year)	A, R	C, I
Monthly and quarterly reporting	A, R	C, I
Creation of requests for enhancements to the Solution	C, I	A, R
Analysis, development and execution of enhancements up to monthly allotment	A, R	C, I
Testing by the Supplier of enhancements prior to delivery	A, R	C, I
Acceptance Testing by the Customer of enhancements	C, I	A, R
Rectification of Defects in enhancements	A, R	I
Release management of minor enhancements	A, R	C, I
Support and maintenance of the CSM tool	A, R	C, I

## 9.2 Supplier and Customer project implementation teams

- (a) The parties will each maintain a project implementation team from the Commencement Date up to and including the date of acceptance by the Customer of the final Key Milestone.
- (b) The members of the Supplier's Implementation Team, which is responsible for the Supplier's Activities until the final Key Milestone is accepted by the Customer, and their roles are described in the below table.

Role	Role Description
Project Manager	Accountable for overseeing programme delivery according to both Supplier leading practices and Best Industry Practice. Leads the technical and operational activities being carried out by the development team, manages scope and resources from a Supplier technical perspective, and directs the day-to-day course of activities within the project team.
Capability Project Manager	Provides oversight for the capability team according to both Supplier leading practices and Best Industry Practice
Architect	This role is responsible for the architectural and design activities and Deliverables. Ensures that all Deliverables are reviewed and approved through the appropriate governance before submission for approval or Acceptance by the Customer.



Role	Role Description
Technical Lead	Serves as the primary contact for directing and developing the configuration of the Solution. Oversees developers responsible for delivering work through each sprint based on Refined Backlog – turning Customer requirements into testable product.
Developer(s)	Core developers responsible for delivering work through each sprint based on Refined Backlog – turning Customer requirements into testable product.
UI Developer	Core developer responsible for delivering the Solution front-end through each sprint based on Refined Backlog and wireframes.
Migration Specialist	Data migration specialist available to provide guidance to the Customer about data transformation and other data migration activities.
Business Process Consultant	Evaluating business processes, review and evaluate requirements, uncovering areas for improvement, and translating requirements into technical stories for inclusion in Refined Backlog. Responsible for ensuring all the process changes are communicated to Customer's Change Manager.
UX Designer	Create, design and validate the user flows to optimise the user experience and usability of the Solution.
Visual Designer	Create visual designs for user interface of the Solution.
Tester	Designing test cases, executing functional test cases, documenting results of test runs, raising tickets to capture and track Defects.
Trainer	Responsible for preparing Training Materials and delivering training to Customer Users.

- (c) The members of the Customer's Implementation Team, which will provide assistance and input to the Supplier until the final Key Milestone is accepted by the Customer, and their roles are described in the below table

Role	Role Description
Project Sponsor	Acts as the project sponsor for the Customer. Responsible for resolving escalated issues according to the agreed governance escalation procedures.
Product Owners	Owner(s) of Customer requirements of the Solution.
Project Manager	Accountable for overseeing program and directs the day-to-day course of activities within the Customer's Implementation Team.
Architect	Responsible for advising on overall solution design and providing recommended practice thought leadership to the technical delivery team. To be consulted on all high-level design, architecture and build decisions.
Process Owner(s)	Advising the Product Owners on Customer requirements for the Solution, including the priority and outcome of development. Key participant in workshops for Software or process.
Subject Matter Experts	Provides expertise as required and troubleshoot and solve issues encountered on relevant areas.
Acceptance Testers	Responsible for organising and executing UAT testing.
Change Manager	Accountable for change management deliverables and delivery of change.

### 9.3 Supplier Ongoing Support Services Team

- (a) The Supplier will maintain an Ongoing Support Services Team, which is responsible for the Supplier's Activities from the Go Live Date.
- (b) The members and their roles of the Ongoing Support Services Team are described in the table below.

Role	Role Description
Customer Service Manager	Onshore point of contact for escalations and monthly checkpoint meetings
Managed Services Project Manger	Leads the technical and operational activities being carried out by the ServiceNow Managed Services team, manages scope and resources from a ServiceNow technical perspective, and directs the day-to-day course of activities within the ServiceNow technical team.
Managed Services Technical Lead	Leads the Ongoing Support Services Team and focus on the delivery of the Support Services in accordance with the Specifications, Services Levels and timeframes for delivery under the Agreement and this Statement of Work.
Managed Services Support Specialist	Core support/developer expert responsible for supporting delivering work based on Service Levels.
MS Support Requests & Enhancements	Support resource responsible for supporting and delivering work based on Service Levels.
MS Minor Enhancement	Developer responsible for supporting and delivering incremental enhancement work scope

#### 9.4 Nominated Personnel

- (a) The Supplier's Nominated Personnel and their roles, which correspond to the role descriptions set out in sections 9.2(b) and 9.3 of this Statement of Work, are set out in the below table.

Nominated Personnel's name and position	Role/responsibility
Mohammed Kazmi	Project Manager
Smriti Mahajan	Technical Lead

- (b) Without limiting clause 11.1 and 11.2 of the ICTA:

- (i) the Supplier must ensure that Nominated Personnel are available:
- A. during Business Hours, other than for absences reasonably approved by the Supplier (such as sickness, personal or other leave); and
  - B. outside of Business Hours where reasonably requested by the Customer;
  - C. during any periods of Hypercare;
  - D. during data migration;
  - E. to rectify any Defects that materially affect the functionality of the Solution; and
  - F. to respond to any Security Incident.

- (ii) where any of the Nominated Personnel will be unavailable to perform their allocated role or responsibilities for any reason for a period of 3 Business Days or more, the Supplier will promptly notify the Customer and provide contact details for an alternative point of contact.

## 10. Initial project plan

An initial project plan is set out below:

	Task Name	Duration	Start	Finish	Predecessors
<b>0</b>	<b>IPART-Safeguard Integrated IT System Implementation</b>	<b>170 days</b>	<b>Wed 15/12/21</b>	<b>Fri 26/08/22</b>	
<b>1</b>	<b>INITIATE</b>	<b>5 days</b>	<b>Wed 15/12/21</b>	<b>Tue 21/12/21</b>	
<b>2</b>	Accenture & IPART project team members meet and greet	0.5 days	Wed 15/12/21	Wed 15/12/21	
<b>3</b>	Project Kick-off	0.5 days	Wed 15/12/21	Wed 15/12/21	19
<b>4</b>	Onboarding of Accenture project team (E.g. Any IPART System's or Site Access)	1 day	Thu 16/12/21	Thu 16/12/21	20
<b>5</b>	Provision of any AS-IS process documents	1 day	Thu 16/12/21	Thu 16/12/21	20
<b>6</b>	Review Project Documentation	3 days	Fri 17/12/21	Tue 21/12/21	22
<b>7</b>	Identify workshop attendees/participants	1 day	Thu 16/12/21	Thu 16/12/21	20
<b>8</b>	Finalise workshop calendar & invites	1 day	Fri 17/12/21	Fri 17/12/21	24
<b>9</b>	<b>PLAN</b>	<b>20 days</b>	<b>Mon 10/01/22</b>	<b>Fri 4/02/22</b>	
<b>10</b>	<b>Discovery Workshops</b>	<b>20 days</b>	<b>Mon 10/01/22</b>	<b>Fri 4/02/22</b>	
<b>11</b>	Discovery Workshop: Foundation & Core	5 days	Mon 10/01/22	Fri 14/01/22	23
<b>12</b>	Discovery Workshop: Data Migration # 1	1 day	Mon 10/01/22	Mon 10/01/22	23
<b>13</b>	Discovery Workshop: Integrations	10 days	Mon 10/01/22	Fri 21/01/22	23
<b>14</b>	Discovery Workshop: Data Migration #2	1 day	Mon 24/01/22	Mon 24/01/22	
<b>15</b>	Discovery Workshops: Case Management	7 days	Mon 17/01/22	Tue 25/01/22	28
<b>16</b>	Discovery Workshop: Portal, Branding & Other Functionality	3 days	Tue 25/01/22	Fri 28/01/22	32
<b>17</b>	Design / Backlog Writeup & Approval	5 days	Mon 31/01/22	Fri 4/02/22	33

18	<b>EXECUTE</b>	<b>125 days</b>	<b>Mon 17/01/22</b>	<b>Fri 8/07/22</b>	
19	<b>Platform Build</b>	<b>15 days</b>	<b>Mon 17/01/22</b>	<b>Fri 4/02/22</b>	
20	Setup MID server	2 days	Mon 17/01/22	Tue 18/01/22	
21	Register deployment	2 days	Wed 19/01/22	Thu 20/01/22	37
22	Receive Instance admin credentials	3 days	Fri 21/01/22	Tue 25/01/22	38
23	Enable Plugins	2 days	Fri 21/01/22	Mon 24/01/22	38
24	Settings & sys properties:Form administration and lists	2 days	Tue 25/01/22	Thu 27/01/22	40
25	Settings & sys properties:Navigation and UI and search	2 days	Thu 27/01/22	Fri 28/01/22	41
26	Settings & sys properties:Time and performance	2 days	Mon 31/01/22	Tue 1/02/22	42
27	Settings & sys properties:Localization	2 days	Mon 31/01/22	Tue 1/02/22	42
28	Configure accounts	2 days	Thu 27/01/22	Fri 28/01/22	39
29	Configure roles & groups	2 days	Thu 27/01/22	Fri 28/01/22	39
30	Configure & enable SSO	3 days	Fri 28/01/22	Tue 1/02/22	46
31	Configure & Enable email	3 days	Wed 2/02/22	Fri 4/02/22	47
32	<b>Build Sprint S0001</b>	<b>10 days</b>	<b>Mon 7/02/22</b>	<b>Fri 18/02/22</b>	
33	Sprint Planning	0.5 days	Mon 7/02/22	Mon 7/02/22	48
34	Backlog Refinement	10 days	Mon 7/02/22	Fri 18/02/22	48
35	Scrum Tasks: Build	9 days	Mon 7/02/22	Fri 18/02/22	50
36	Scrum Tasks: Unit Test	9 days	Mon 7/02/22	Fri 18/02/22	50
37	Sprint Show & Tell	0.5 days	Fri 18/02/22	Fri 18/02/22	53
38	<b>Build Sprint S0002</b>	<b>10 days</b>	<b>Mon 21/02/22</b>	<b>Fri 4/03/22</b>	
39	Sprint Planning	0.5 days	Mon 21/02/22	Mon 21/02/22	54
40	Backlog Refinement	10 days	Mon 21/02/22	Fri 4/03/22	54
41	Scrum Tasks: Build	9 days	Mon 21/02/22	Fri 4/03/22	56
42	Scrum Tasks: Unit Test	9 days	Mon 21/02/22	Fri 4/03/22	56
43	Sprint Show & Tell	0.5 days	Fri 4/03/22	Fri 4/03/22	59
44	Business Verification Testing of Sprint 0001	10 days	Mon 21/02/22	Fri 4/03/22	54
45	<b>Build Sprint S0003</b>	<b>10 days</b>	<b>Mon 7/03/22</b>	<b>Fri 18/03/22</b>	
46	Sprint Planning	0.5 days	Mon 7/03/22	Mon 7/03/22	60
47	Backlog Refinement	10 days	Mon 7/03/22	Fri 18/03/22	60
48	Scrum Tasks: Build	9 days	Mon 7/03/22	Fri 18/03/22	63
49	Scrum Tasks: Unit Test	9 days	Mon 7/03/22	Fri 18/03/22	63
50	Sprint Show & Tell	0.5 days	Fri 18/03/22	Fri 18/03/22	66
51	Business Verification Testing of Sprint 0002	10 days	Mon 7/03/22	Fri 18/03/22	60
52	<b>Build Sprint S0004</b>	<b>10 days</b>	<b>Mon 21/03/22</b>	<b>Fri 1/04/22</b>	
53	Sprint Planning	0.5 days	Mon 21/03/22	Mon 21/03/22	67
54	Backlog Refinement	10 days	Mon 21/03/22	Fri 1/04/22	67

55	Scrum Tasks: Build	9 days	Mon 21/03/22	Fri 1/04/22	70
56	Scrum Tasks: Unit Test	9 days	Mon 21/03/22	Fri 1/04/22	70
57	Sprint Show & Tell	0.5 days	Fri 1/04/22	Fri 1/04/22	73
58	Business Verification Testing of Sprint 0003	10 days	Mon 21/03/22	Fri 1/04/22	64
59	<b>Build Sprint S0005</b>	<b>10 days</b>	<b>Mon 4/04/22</b>	<b>Fri 15/04/22</b>	
60	Sprint Planning	0.5 days	Mon 4/04/22	Mon 4/04/22	74
61	Backlog Refinement	10 days	Mon 4/04/22	Thu 14/04/22	74
62	Scrum Tasks: Build	9 days	Mon 4/04/22	Thu 14/04/22	77
63	Scrum Tasks: Unit Test	9 days	Mon 4/04/22	Thu 14/04/22	77
64	Sprint Show & Tell	0.5 days	Thu 14/04/22	Thu 14/04/22	80
65	Business Verification Testing of Sprint 0004	10 days	Mon 4/04/22	Thu 14/04/22	74
66	<b>Build Sprint S0006</b>	<b>10 days</b>	<b>Tue 19/04/22</b>	<b>Fri 29/04/22</b>	
67	Sprint Planning	0.5 days	Tue 19/04/22	Mon 18/04/22	81
68	Backlog Refinement	10 days	Tue 19/04/22	Fri 29/04/22	81
69	Scrum Tasks: Build	9 days	Tue 19/04/22	Fri 29/04/22	84
70	Scrum Tasks: Unit Test	9 days	Tue 19/04/22	Fri 29/04/22	84
71	Sprint Show & Tell	0.5 days	Fri 29/04/22	Fri 29/04/22	87
72	Business Verification Testing of Sprint 0005	10 days	Tue 19/04/22	Fri 29/04/22	81
73	<b>Build Sprint S0007</b>	<b>10 days</b>	<b>Mon 2/05/22</b>	<b>Fri 13/05/22</b>	
74	Sprint Planning	0.5 days	Mon 2/05/22	Mon 2/05/22	88
75	Backlog Refinement	10 days	Mon 2/05/22	Fri 13/05/22	88
76	Scrum Tasks: Build	9 days	Mon 2/05/22	Fri 13/05/22	91
77	Scrum Tasks: Unit Test	9 days	Mon 2/05/22	Fri 13/05/22	91
78	Sprint Show & Tell	0.5 days	Fri 13/05/22	Fri 13/05/22	94
79	Business Verification Testing of Sprint 0006	10 days	Mon 2/05/22	Fri 13/05/22	88
80	<b>Build Sprint S0008</b>	<b>10 days</b>	<b>Mon 16/05/22</b>	<b>Fri 27/05/22</b>	
81	Sprint Planning	0.5 days	Mon 16/05/22	Mon 16/05/22	95
82	Backlog Refinement	10 days	Mon 16/05/22	Fri 27/05/22	95
83	Scrum Tasks: Build	9 days	Mon 16/05/22	Fri 27/05/22	98
84	Scrum Tasks: Unit Test	9 days	Mon 16/05/22	Fri 27/05/22	98
85	Sprint Show & Tell	0.5 days	Fri 27/05/22	Fri 27/05/22	101
86	Business Verification Testing of Sprint 0007	10 days	Mon 16/05/22	Fri 27/05/22	95
87	<b>Build Sprint S0009</b>	<b>10 days</b>	<b>Mon 30/05/22</b>	<b>Fri 10/06/22</b>	
88	Sprint Planning	0.5 days	Mon 30/05/22	Mon 30/05/22	102
89	Backlog Refinement	10 days	Mon 30/05/22	Fri 10/06/22	102
90	Scrum Tasks: Build	9 days	Mon 30/05/22	Fri 10/06/22	105
91	Scrum Tasks: Unit Test	9 days	Mon 30/05/22	Fri 10/06/22	105
92	Sprint Show & Tell	0.5 days	Fri 10/06/22	Fri 10/06/22	108
93	Business Verification Testing of Sprint 0008	10 days	Mon 30/05/22	Fri 10/06/22	102
94	<b>Build Sprint S0010</b>	<b>10 days</b>	<b>Tue 14/06/22</b>	<b>Fri 24/06/22</b>	
95	Sprint Planning	0.5 days	Tue 14/06/22	Mon 13/06/22	109



96	Backlog Refinement	10 days	Tue 14/06/22	Fri 24/06/22	109
97	Scrum Tasks: Build	9 days	Tue 14/06/22	Fri 24/06/22	112
98	Scrum Tasks: Unit Test	9 days	Tue 14/06/22	Fri 24/06/22	112
99	Sprint Show & Tell	0.5 days	Fri 24/06/22	Fri 24/06/22	115
100	Business Verification Testing of Sprint 0009	10 days	Tue 14/06/22	Fri 24/06/22	109
101	<b>Build Sprint S0011</b>	<b>10 days</b>	<b>Mon 27/06/22</b>	<b>Fri 8/07/22</b>	
102	Sprint Planning	0.5 days	Mon 27/06/22	Mon 27/06/22	116
103	Backlog Refinement	10 days	Mon 27/06/22	Fri 8/07/22	116
104	Scrum Tasks: Build	9 days	Mon 27/06/22	Fri 8/07/22	119
105	Scrum Tasks: Unit Test	9 days	Mon 27/06/22	Fri 8/07/22	119
106	Sprint Show & Tell	0.5 days	Fri 8/07/22	Fri 8/07/22	122
107	Business Verification Testing of Sprint 0010	10 days	Mon 27/06/22	Fri 8/07/22	116
108	<b>DELIVER</b>	<b>135 days</b>	<b>Mon 7/02/22</b>	<b>Fri 12/08/22</b>	
109	Business Verification Testing of Sprint 0011	5 days	Mon 11/07/22	Fri 15/07/22	123
110	End-to-end UAT	15 days	Mon 11/07/22	Fri 29/07/22	124
111	Documentation: As Built	120 days	Mon 7/02/22	Fri 22/07/22	
112	Documentation: User manual	5 days	Mon 11/07/22	Fri 15/07/22	
113	Documentation: Admin manual	5 days	Mon 18/07/22	Fri 22/07/22	129
114	Training: Prep	5 days	Mon 25/07/22	Fri 29/07/22	130
115	Training: Delivery (Training of 30 internal staff) ( 3 Session 6 hours and 10 attendees each)	10 days	Mon 1/08/22	Fri 12/08/22	
116	Go Live / Release prep : Run books, update set packaging , Dry run	9 days	Mon 1/08/22	Thu 11/08/22	
117	Production release & PVT	1 day	Fri 12/08/22	Fri 12/08/22	133
118	<b>CLOSE</b>	<b>10 days</b>	<b>Mon 15/08/22</b>	<b>Fri 26/08/22</b>	
119	Hypercare	10 days	Mon 15/08/22	Fri 26/08/22	134
120	Project Closeout	5 days	Mon 22/08/22	Fri 26/08/22	136SS+5 days

## 11. Stages and methodology

### 11.1 Solution Implementation

- (a) The Supplier will provide a pool of resources to work in an agile, mixed team with Customer Personnel, to deliver the Solution, through initiation and design workshops followed by iterations of build sprints, testing then production deployment and Hypercare.
- (b) **Initiate.** The purpose of this phase is to:
- (i) introduce the teams;

- (ii) conduct official project kick-off;
  - (iii) familiarise the team members with:
    - A. project scope;
    - B. Dates for Delivery;
    - C. Customer requirements;
    - D. project governance;
    - E. roles and responsibilities;
    - F. implementation methodology; and
    - G. sources of information and tools to be used;
  - (iv) receive, inspect and assess Customer Supplied Items to be provided by EOW 1;
  - (v) schedule and prepare for workshops; and
  - (vi) ensure Third Party Supplier Product readiness.
- (c) **Workshops and Design.** Through a series of workshops the Supplier will gain an understanding of the Customer Backlog, and add technical notes and update initial acceptance criteria for inclusion in the Refined Backlog for the Customer's Acceptance to progress to the build phase. These workshops will inform the High-Level Design. The parties may agree additional workshops if required.
- (i) **Foundation and Core Workshop.** The purpose of the Foundation and Core Workshop is to:
    - A. discuss prerequisites required for build and plan to complete (for example email setup, MID Server configuration details);
    - B. identify any key decisions needed from the Customer including security components and application control protocols in line with the Customer's Policies, Codes and Standards and other requirements; this includes
      - 1) reviewing the standard Instance Security Hardening Settings values for the security-related system properties and plugins in the Software, including:
        - a) Access controls (instance security hardening). Access controls determine whether access to a particular resource should be granted or denied. It only allows access to resources to those users permitted to use them.
        - b) Attachments (instance security hardening). Many Software business processes allow for the upload of data/information. The Software regularly checks the validity and security of text,

but accepting these files can introduce even more risk.

- c) Email security (instance security hardening). This section contains security controls an administrator can configure to ensure that proper security policies are in place for all inbound emails.
  - d) Input validation (instance security hardening). The Software performs input validation to prevent issues that result from the entry of malformed data.
  - e) Secure communications (instance security hardening). The secure communication properties relate to the security of the transportation of HTTP traffic.
  - f) Security inclusion listing (instance security hardening). A 'positive' security model (also known as an 'inclusion list') is one that defines what is allowed, and rejects everything else. This contains security controls that an administrator can configure to restrict behaviour to known inclusion lists.
  - g) Session management (instance security hardening). Session management helps to properly identify traffic that belongs to a specific user.
- 2) reviewing other settings and security resources in the Software. Additional security properties can be set outside of the Instance Security Center, such as:
- a) Logging, auditing, and errors. Apply a logging and auditing strategy so that you can identify and act on suspicious activity in a timely manner.
  - b) MID Server secure deployment (instance security hardening). The ServiceNow Management, Integration, and Discovery (MID) server is a lightweight Java application that runs as a Windows service or UNIX daemon on standard hardware, including virtual machines.
  - c) Revertible behaviour. There are system properties that are categorized as either 'safe\_overrides' or 'no\_db\_override'.
- 3) setting the settings described in paragraphs 1) and 2) in line with the Customer's desired compliance levels;



- 4) identifying foundation data to be configured, including:
  - a) business units;
  - b) departments;
  - c) locations;
  - d) Users;
  - e) groups;
  - f) cost centres;
  - g) companies;
  - h) vendors;
  - i) manufacturers; and
  - j) any other categories of data that need to be configured in order to meet the Customer's requirements;
- 5) identifying SSO prerequisites and Customer requirements; and
- 6) discuss Solution properties; and

C. update Customer Backlog to be included in Refined Backlog for build.

(ii) **Integration Workshop.** The purpose of the Integration Workshop is to:

- A. introduce the Customer to Systems Integration methods and Best Industry Practice;
- B. review the Customer's requirements for Systems Integration (data flows, integration capabilities and attributes);
- C. for each third party product that will integrate with the Solution, discuss the Customer's requirements, including for:
  - 1) transaction volumes;
  - 2) synchronisation requirement (async or sync);
  - 3) one way or bi-directional;
  - 4) transport mechanism;
  - 5) security; and
  - 6) test scope including identifying environments;
- D. identify non-Software integration end-point custodians (whether the Customer or Other Supplier);

- E. discuss Systems Integration options and assumptions (including initiating data flows);
  - F. discuss Systems Integration scenarios (which will illustrate how data will flow between the Solution and the third party products);
  - G. agree the architecture for the Systems Integration based on Customer requirements and Best Industry Practice;
  - H. identify and discuss approach to managing dependencies and risks;
  - I. agree expected behaviours at method call boundaries for each interface with a third party product; and
  - J. update Customer Backlog to be included in Refined Backlog for build.
- (iii) **Case Management Workshops.** A series of workshops the purpose of which is to inform the development of the Refined Backlog, including:
- A. walkthrough proposed process flows identifying business objectives that will impact functional process decisions;
  - B. walkthrough individual case management requirements from Customer Backlog;
  - C. identify configuration decisions the Customer needs to make;
  - D. update Customer Backlog to be included in Refined Backlog for build.
- (iv) **Portal Branding and Other functionality Workshop.** The purpose of the Portal Branding and Other Functionality Workshop is to:
- A. introduce the Customer to the portal for the Third Party Supplier Product and Supplier's recommended practices, including review of OOTB features, functions and key components;
  - B. showcase examples for design considerations;
  - C. identify use cases that the portal should fulfill – who, why, what and how Users are expected to interact with the portal, key pain points and needs;
  - D. receiving and reviewing CSI in relation to branding (such as fonts, logos, colour schemes, Customer style guidelines) and discussing how branding will be incorporated into the Solution;
  - E. use workshop inputs to create wireframes for playback to the Customer; and
  - F. update Customer Backlog to be included in Refined Backlog for build.

- (v) **Data Migration Workshops.** There will be a series of workshops to understand the data that will be migrated and the desired layout which informs the data structure. The purpose of these workshops is to:
  - A. understand data structures for the data to be migrated;
  - B. identify the type of data structures for the data (reference or transactional)
  - C. identify the number of documents/source types that need to be migrated;
  - D. discuss how and where migrated data needs to be presented in the Solution;
  - E. identify whether any data to be migrated requires context (such as meta data) added from each source and
  - F. work through data field mapping.
  
- (d) **Build and Test.** The prerequisites for and activities to be undertaken in the Build and Test phase are set out below.
  - (i) Prior to each fortnightly sprint, a Sprint Planning meeting will be held, the purpose of which is to plan the sprint, to clarify the details of the Sprint Backlog items and define the work and effort necessary to meet the sprint goals.
  - (ii) As a prerequisite to sprint planning the Refined Backlog must be Accepted by the Customer.
  - (iii) Effort and story pointing are used to size the Sprint Backlog. This is based on estimation by the Supplier's Implementation Team taking into consideration both the build and test effort for each story. The team will use agile estimation methods, for example "Fibonacci Agile Estimation". This sizing is used to inform the amount of Refined Backlog that the Supplier's Implementation Team anticipate they can deliver during the upcoming sprint.
  - (iv) The Supplier will build, unit test, and System Integration Test (SIT) the Solution in line with the Specifications.
    - A. Unit testing is performed by the developers for each story they build, based on the Acceptance Criteria relating to each user story in the Refined Backlog.
    - B. SIT is performed to validate that integrations work in line with the Specifications.
  - (v) Business verification testing by the Customer is conducted following each sprint to verify that the Solution aligns to the Acceptance Criteria for each user story in the Refined Backlog, i.e. sprint 1 is validated during sprint 2, sprint 11 is validated during Acceptance Testing of the Built Solution.
  - (vi) Automated scripts will be developed by the developers and executed using the Third Party Supplier's Automated Testing Framework (**ATF**) application wherever possible for automating functional system testing.

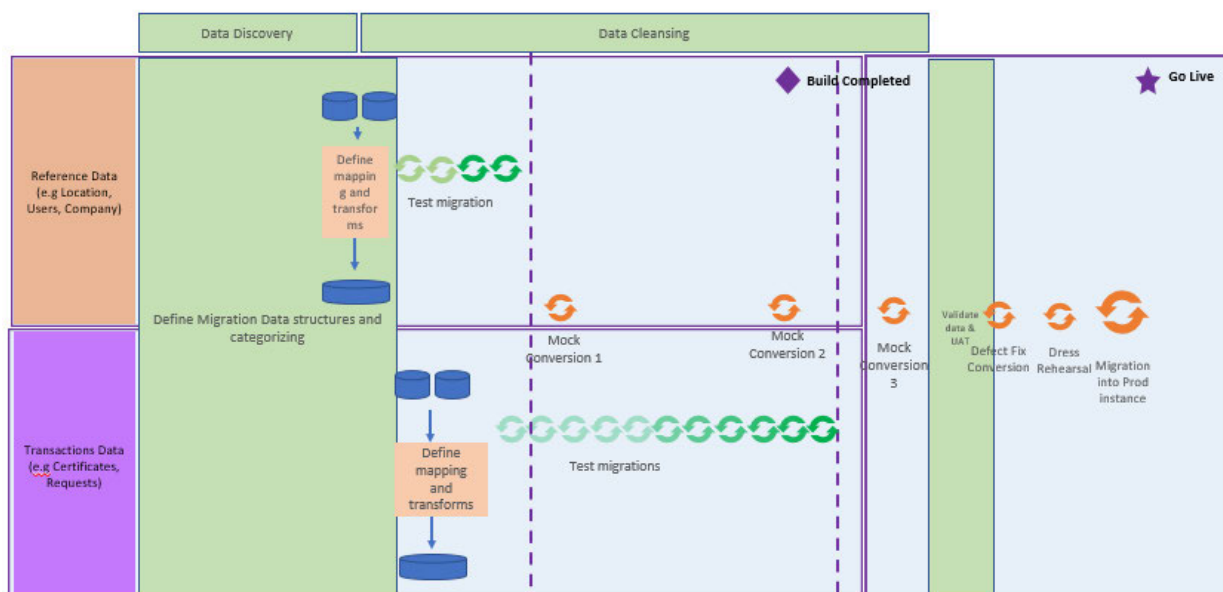
- (vii) data migration Services in accordance with the Data Migration Approach described in paragraph (g) and section 4.1(d)(iii) of this Statement of Work.
- (e) **Testing and Production Deployment.** The activities to be carried out during the Testing and Production Deployment phase include:
  - (i) without limiting clause 14 of the ICTA:
    - A. the Customer may carry out end-to-end Acceptance Tests of Deliverables subject to Acceptance Testing. Acceptance Testing is performed to evaluate the Solution's compliance with the Specifications and the Customer's requirements and to assess whether the Software is acceptable for deployment to production;
    - B. the Supplier will provide support to the Customer through Acceptance Testing in accordance with section 4.1(d) of this Statement of Work. Defects will be resolved in accordance with clause 14 of the ICTA.
  - (ii) the Supplier will provide the training Services and Deliverables described in section 4.1(e) of this Statement of Work;
  - (iii) the Supplier will deploy the Solution to the production environment following Customer Acceptance of Solution Deliverables, training Services and Customer readiness;
  - (iv) data migration Services in accordance with the Data Migration Approach described in paragraph (g) and section 4.1(d)(iii) of this Statement of Work;
  - (v) penetration testing:
    - A. The Third Party Supplier's application penetration testing programme has five aspects:
      - 1) The Third Party Supplier conducts third party led continuous loop testing on Third Party Supplier Product instances where Third Party Supplier developers check in their code as it is completed.
      - 2) The Third Party Supplier uses commercially available penetration-testing tools to conduct both formal and informal penetration testing during the software delivery lifecycles.
      - 3) Major release penetration testing. A third-party organisation is given an extended period of time and access to the resources necessary to test the Third Party Supplier Product's security, which occurs in two rounds. At the end of the first round of testing any issues discovered are entered into the Third Party Supplier's problem resolution process with issues categorised as high or critical requiring attention. At the end of the development and remediation cycle, a second round of testing is conducted again to confirm the remediation or mitigation of the discovered issues.

- 4) Existing customers, through a documented approval process, are permitted to perform an annual application level penetration test. The testing must be approved and conducted at a time that is agreed upon by the Third Party Supplier to allow the Third Party Supplier to continue to conduct its monitoring activities and be able to determine potential real attacks from authorised customer activities. Customers must upgrade their instances to the latest release and follow the Third Party Supplier's hardening guide before conducting any penetration testing to avoid large scale reporting of previously fixed issues. The customer must share all results with the Third Party Supplier's application security team.
- 5) The Third Party Supplier also executes a network penetration test at least once per year.

B. The Supplier's penetration testing Services are limited to the co-ordination of penetration testing and any potential remediation resulting from such testing in accordance with section 4.1(d)(i)l. of this Statement of Work.

(f) **Hypercare.** The Supplier will provide the hypercare Services described in section 4.1(d)(iv) of this Statement of Work.

(g) **Data Migration Approach.** The high-level approach to data migration Services is shown in the below diagram illustrating the agile, iterative basis to enable repeated checkpoints for migrating data in the Solution and described in paragraphs (i) to (vii).



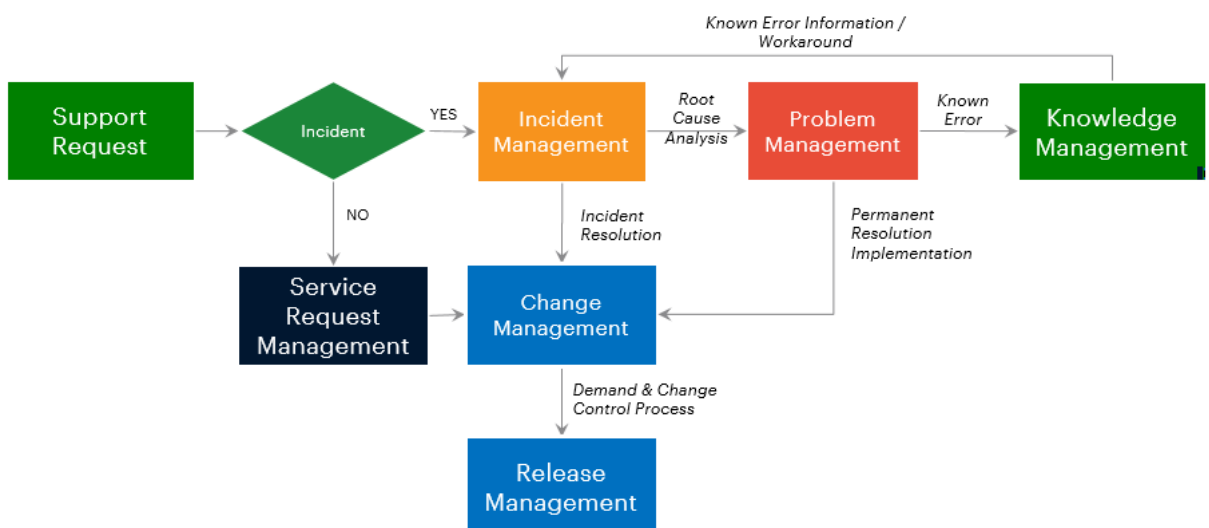
- (i) Data migration activities will be split between Reference Data and Transactional Data types.
- (ii) Following the Data Migration Workshops and completed data mapping and transforms the Supplier will perform test migrations to identify any issues such as, additional data cleansing, transforms or upload changes.

- (iii) Three mock conversions will be conducted to allow for formal quality checkpoints.
  - (iv) The Supplier and the Customer will work together to fix any issues identified following the third mock conversion, reflecting each party's responsibilities (e.g. the Customer will be responsible for additional data cleansing if needed).
  - (v) A Defect fix conversion is conducted by the Supplier.
  - (vi) A dress rehearsal will be conducted as an end-to-end practice of the final production data load. This will assist in determining the length of time required for the Go Live upload.
  - (vii) Final migration of Customer Provided Data in the Excel Load Template load into production instance to occur following approval of Customer readiness.
- (h) **Security**
- (i) Different security controls are applicable to production and non production environments. The security controls are defined and agreed during the Foundation and Core Workshop and will be set out in the Refined Backlog.
  - (ii) The Supplier shall provide client data protection controls to both production and non production environments to secure the Customer's data. These controls detail activities that the Supplier resource must adhere to in the delivery of services, in order to keep the Customer's data safe. These controls are defined and deployed during the initiate phase. Examples of these controls including keeping detailed logs of environment access for each resource on the engagement, establishing processes for removing access once resourced have left the engagement.

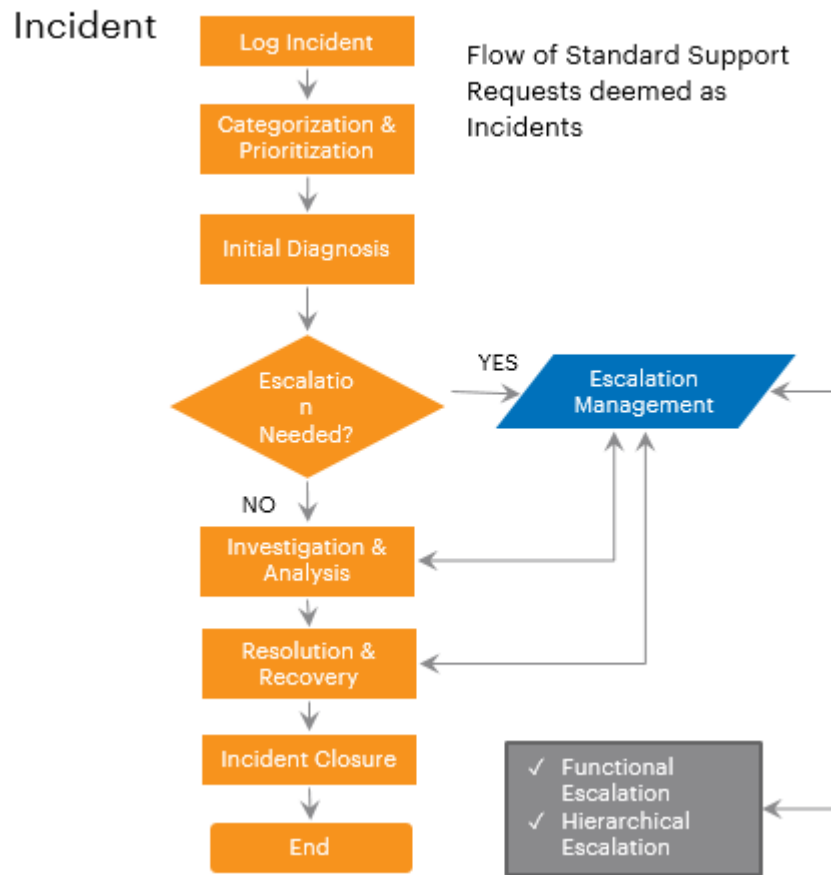
## 11.2 Ongoing Support Services

### (a) Incident Management Process

- (i) Below is a high-level diagram showing the relationship between Incident, Problem and knowledge management:



(ii) The process for Incident management is depicted below:



(iii) The Customer will raise Incidents by creating them in the CSM tool. When raising Incidents the Customer will allocate each Incident the appropriate Severity level as per the below Incident Severity Determination table and will assign the ticket to the relevant Supplier assignment group in the CSM tool.

Severity	Description
<b>Severity 1 – Emergency</b>	Critical production issue that severely impacts the Customer’s use of the Services, including. <ul style="list-style-type: none"> <li>• Service is down or unavailable;</li> <li>• Data corrupted or lost and must restore from backup.</li> </ul>
<b>Severity 2 – High</b>	Major functionality is impacted or significant performance degradation is experienced with the Services. The situation is causing a high impact to the Customer and no reasonable workaround exists. <ul style="list-style-type: none"> <li>• A critical documented feature / function of the Service is not available;</li> <li>• Service is operational but highly degraded performance to the point of major impact on usage;</li> </ul>

	<ul style="list-style-type: none"> <li>Important features of the Service offering are unavailable with no acceptable workaround.</li> </ul>
<b>Severity 3 – Medium</b>	There is a partial, non-critical loss of use of the Service with a medium-to-low impact on the Customer, but the Customer’s business continues to function. Short-term workaround is available.
<b>Severity 4 - Low</b>	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; issue affecting a small number of users. Acceptable workaround available.

- (iv) Supplier will review the submitted Incident and shall ensure the priority supplied confirms to the above Incident Severity Determination table.
- (v) Supplier will adjust the Severity of the submitted Incident if it does not conform to the Severity Priority Determination table.
- (vi) If the Customer creates an S1 or S2 Incident, the Customer will alert the Supplier by following the agreed notification process which will be documented during the transition period.
- (vii) When alerting the Supplier of a S1 or S2 Incident, the Customer shall provide the following information at a minimum:
  - 1) name of caller's company or organisation (e.g., IPART);
  - 2) full name, email and contact phone number of preferred contact at Customer;
  - 3) the Severity of the Incident; and
  - 4) a description of the Incident.

(b) Service Request Management

- (i) The Supplier will respond to and fulfil, standard Service Requests related to the Customer’s Solution environment based on available capacity.
- (ii) The Customer will raise Service Requests by creating them in the CSM tool and assigning the ticket to the relevant Supplier assignment group.
- (iii) A **Service Request** under this Statement of Work means a request from a Customer User for information, advice, a standard change, or access to a service. A standard change is:
  - A. a pre-approved change that is low risk and that follows a standard procedure;
  - B. a change that has been reviewed, understood and pre-agreed with the Supplier; or
  - C. a change for which a standard operating procedure document exists that describes the process to fulfil the request.
- (iv) A Service Request does not include any development activity. "Development" in this context is any task that requires: design, requirement gathering, testing of new functionality, regression test



development or an activity that will result in new functionality being introduced to the Solution environment.

- (c) Change management and enhancements. The Customer is entitled to the monthly allotments for enhancements specified in section 4.1(f)(ix) of this Statement of Work. The procedure for managing enhancements is described below:
- (i) the Supplier will follow the Customer's documented release and change processes for deploying functionality into the Customer's production instances;
  - (ii) the Customer will be responsible for:
    - A. overall change management;
    - B. decision to move build to production;
    - C. pursuing and obtaining any necessary approvals from Customer Personnel and third parties (other than the Third Party Supplier); and
    - D. closing the change.
  - (iii) the Supplier will be responsible for:
    - A. design, build and test will be managed through the agile tooling (e.g. Jira) workflow
    - B. providing information to the Customer change owner to enable change to proceed to approval stage, including:
      - 1) implementation plan;
      - 2) backout plan; and
      - 3) change description;
    - C. confirmation that testing of the enhancement has been completed successfully;
    - D. attending Customer change meetings as per release process;
    - E. obtaining any Supplier peer review required;
    - F. coordination of Supplier resources to deploy the enhancement;
    - G. deploying the change into Customer Environment;
    - H. verifying change success/failure with Customer Product Owner at completion of change deployment; and
    - I. updating the As Built document on an annual basis within 10 Business Days of the anniversary of the Go Live Date (at no additional cost to the Customer). Clause 8 of ICTA applies to any updates to the As Built document.
- (d) Service Delivery Management

- (i) The Supplier will perform a quarterly review of the support functions provided to the Customer. The review will look to identify areas for improvement and will cover:
    - A. recurring incidents;
    - B. recurring non-standard requests; and
    - C. general areas for improvement.
  - (ii) Based upon the review, Supplier will produce a quarterly report identifying areas of improvement. The report will include:
    - A. description of the identified issue;
    - B. benefit of addressing the issue; and
    - C. an estimate of effort to address the issue unless resulting enhancement can fit within the dedicated support time available for the month.
  - (iii) The development of items identified as "improvement opportunities" will be treated as an enhancement and will be addressed (by agreement of the parties) via a Change Request if the Customer requests the Supplier to implement the improvement item unless the resulting enhancement can fit within the dedicated support time available for the month or a subsequent month.
- (e) Support Volumes
- (i) If support volumes materially exceed the capacity of the team to support, Supplier will advise the Customer through the quarterly reports referred to in paragraph (d)(ii), showing dedicated team capacity, results of quarterly business reviews and the parties will revisit the current resource allocation if needed.
  - (ii) Supplier shall submit an automatic change request to move to a higher tier if the ticket cap or minor enhancement caps are breached for 3 consecutive months. In all cases the Customer will be consulted and no immediate cost will be invoiced or passed onto the Customer without prior review and written consent, which will be managed as a Change Request in accordance with the Agreement.
  - (iii) Capacity and hours for minor enhancements will not roll-over to the following month.

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## 12. Acceptance Testing and other testing

### 12.1 Acceptance Testing

- (a) The Deliverables must meet the following Acceptance Criteria:
  - (i) the description and Specifications for the Deliverable as set out in section 4.2 of this Statement of Work and any other requirements of the Agreement pertaining to the Deliverable; and
  - (ii) be provided in such quality and form that it can be effectively used in the manner described in this Statement of Work.

- (b) The Customer must complete the Acceptance Tests within a time reasonably determined by the Customer.
- (c) Where a Deliverable meets the Acceptance Criteria, for the purposes of clause 14.3(e) the Customer must issue the Acceptance Certificate no later than 5 Business Days from completion of the Acceptance Testing.

## 12.2 Sprint testing

- (a) Both parties will carry out tests in connection with each sprint in accordance with this section 12.2.
- (b) As part of each sprint, the Supplier will:
  - (i) carry out tests in accordance with the Test Plan to ensure the build of the Solution completed during that sprint for each user story meets the Acceptance Criteria in the Refined Backlog;
  - (ii) following testing, supply the Customer with the test results in accordance with the requirements and timeframes in the Test Plan; and
  - (iii) if the Supplier determines that a component of the Solution does not meet any Acceptance Criteria, promptly remedy that non-compliance.
- (c) Following each sprint, the Customer will undertake verification testing to verify that the Solution aligns to the Acceptance Criteria for each user story in the Refined Backlog. The Customer will complete this verification testing during the following sprint (e.g. sprint 1 will be validated by the Customer in sprint 2).
- (d) If the Customer identifies non-compliance with any Acceptance, the Customer will notify the Supplier of the non-compliance and the Supplier will promptly remedy that non-compliance.
- (e) The parties will agree prioritisation of remedying any non-compliance identified by the Supplier or the Customer under paragraphs (a)(iii) or (d) respectively.
- (f) For the avoidance of doubt, completion of verification testing by the Customer for a sprint does not constitute Acceptance of a Deliverable for the purposes of clause 14 of the ICTA or section 12.1 of this Statement of Work. The Built Solution will be subject to Acceptance Testing once completed at the end of all sprints.

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## 13. Governance arrangements

### 13.1 Solution Implementation

- (a) This section 13.1 sets out the governance framework for the purposes of clause 4.3 of the ICTA between the parties until Acceptance of the final Key Milestone by the Customer.
- (b) The parties may at any time agree alternative governance arrangements in writing.
- (c) The below table describes the governance bodies, their functions and meeting cadence.

Governance Type	Meeting Name	Cadence	Functions	Attendees' Role and Names	Artefacts
Executive	<b>Program Leadership Committee (PLC)</b> (Steering Committee)	Monthly	<ul style="list-style-type: none"> <li>* Program governance and oversight</li> <li>* Responding to escalations</li> <li>* Change governance &amp; business continuity</li> <li>* Key risk and issue oversight, including receiving reports on risks and progress from the Delivery Leadership group</li> </ul>	Project Sponsor: Michelle Coco Product Owners: Helen Day & Kristin Morris Process Owner: Alfredo Careaga Accenture Executive: Koorosh Rouhani & Jonathon Le Gat	<ul style="list-style-type: none"> <li>*Minutes</li> <li>*Decision logs</li> <li>*Change log</li> <li>*Project risks, issues and dependencies (presented by Delivery Leadership group)</li> </ul>
	<b>Delivery Leadership, Detailed - Project Status Meeting, Risks, Issues and Dependencies</b>  <b>Sprint Planning</b> (fortnightly)	Weekly	<ul style="list-style-type: none"> <li>* Develop, review and manage the list of program level risks, issues and dependencies.</li> <li>*Approval of parts of Refined Backlog to move into development.</li> <li>*Approval of traffic light report</li> <li>*Define sprint goals (fortnightly)</li> <li>*Review Refined Backlog and identify stories for planned sprint (Sprint plan) (fortnightly)</li> <li>*Identify and document all tasks associated with successful delivery of planned sprint (fortnightly)</li> <li>*Discuss team capacity, issues and risks that can slow progress (fortnightly)</li> </ul>	Product Owners: Helen Day & Kristin Morris Process Owner/BA: Alfredo Careaga & Morgan Jolly Project Manager: Amanda Stewart Enterprise Architect: James Lloyd Accenture Project Leadership: PM, Capability Project Manager, Architect. Pod team (fortnightly)	<ul style="list-style-type: none"> <li>*Minutes</li> <li>*Status Report (Supplier Deliverable)</li> <li>*Project risks, issues and dependency log</li> <li>*Traffic light report</li> <li>*Decision logs</li> <li>*Change log</li> <li>*Sprint plan</li> </ul>
Program Delivery	<b>Technical Architecture Governance Forum (TAGF)</b>	Weekly	<ul style="list-style-type: none"> <li>*Review drafts of Refined Backlog to ensure Software functionality is being used appropriately</li> <li>*Discuss technical issues associated with Development Services and build activities</li> </ul>	Process Owner/BA: Alfredo Careaga & Morgan Jolly Enterprise Architect: James Lloyd Accenture Architect & Pod Lead	<ul style="list-style-type: none"> <li>*Technical advice log</li> <li>*Options papers (to PLC)</li> </ul>

Governance Type	Meeting Name	Cadence	Functions	Attendees' Role and Names	Artefacts
Team	<b>Backlog Refinement (Connected with the TAGF)</b>	Weekly	*Cooperate on the development of the Refined Backlog, including updating the details of the stories (acceptance criteria, description) *Prioritise Refined Backlog and develop Sprint Backlog *Estimate story points, risks and value of the stories	Process Owner/BA: Alfredo Careaga & Morgan Jolly Project Manager: Amanda Stewart Accenture Project Manager and Pod Teams	*Sprint Backlog *Refined Backlog (Supplier Deliverable)
	<b>Pod Standup</b>	Daily	*Forum for the Pod to inspect their progress towards the sprint goal, plan work for the next 24 hours and identify impediments.	Process Owner/BA: Alfredo Careaga & Morgan Jolly Project Manager: Amanda Stewart Accenture Project Manager and Pod Teams	*Plan for the next 24 hours

- (d) The below RACI matrix describes the decision tolerances and accountabilities for Supplier and Customer Personnel. Nothing in the RACI matrix prevents Personnel from escalating matters where they consider appropriate.

Project Activity	A = Accountable R = Responsible S = Supporting C = Communicate / Consulted I = Inform								
	Accenture	Accenture leadership	Engagement Lead	Project Manager	Sponsor	Product Owner (H/R)	Architecture/Enterprise Lead (James?)	Process Owner (Alfredo)	Project Manager (Amanda)
Decisions that relate to a sprint, that do not have scope, time, or budget		I	R			I	I	A	S
Decisions that relate to a sprint, that do not have scope, time, or budget			I	R		I	C	A	S
Decisions with budget implications	R	C	S	C	C	A	C	S	S
Decisions that impact business processes but not the scope, time, or budget			C	S		A	C	R	S
Decisions that impact the scope of the Services or Deliverables	R	C	S	C	A	C	C	S	S
Decisions that impact Dates for Delivery of Services or Deliverables (that are not	R	C	S	C	A	C	C	S	S
Decisions that impact Key Milestones	R	C	S	A	C	C	C	S	S
Decisions to escalate issues to Delivery Leadership Team	I	C	R	I	C	C	C	A	S
Decisions to escalate issues to Steering Committee/IPART and/or Accenture	I	R	S	I	A	C	C	S	S

### 13.2 Ongoing Support Services

- (a) From the Go Live Date the parties will participate in monthly (unless another frequency is agreed by the parties) governance meetings at dates and times to be agreed by the parties.
- (b) The Supplier and the Customer will each nominate at least two Personnel to represent the party at the meetings, which, in the case of the Supplier, will include the Customer Service Manager.
- (c) The purpose of the meetings will be to discuss:
  - (i) the Supplier’s performance against the Service Levels;
  - (ii) issues affecting the Supplier’s ability to perform the Services;

- (iii) any proposed enhancements to be completed in the next calendar month; and
- (iv) any other matters relevant to the Supplier's performance of the Supplier's Activities or the Agreement.

## 14. Service Level agreement

- (a) Service Levels apply to the Services provided from the Go Live Date on a monthly basis (each month being **Measurement Period**).
- (b) After a 4 month baselining period, the parties will review the Service Levels to determine whether any changes need to be made. Any changes to the Service Levels will be agreed via a Change Request.
- (c) The Services Levels are:

Service Level	S1	S2	S3	S4
<b>Response Time</b>	95% within 30min	95% within 2 Business Hours	90% within 1 Business Days	90% within 2 Business Days
<b>Resolution Time</b>	90% within 4 Business Hours	90% within 1 Business Day	90% within 3 Business Days	90% within 5 Business Days

- (d) For the purposes of this section 14:
  - (i) **Response Time** means the elapsed time between the receipt by the Supplier of an Incident notification and the time the Supplier reports the Incident to the Customer.
  - (ii) **Resolution Time** means the elapsed time between the receipt by the Supplier of an Incident notification and the time that the Service associated with the Incident is resolved and the Incident ticket is closed.
  - (iii) **S1, S2, S3** and **S4** means a Severity level 1, level 2, level 3 and level 4 Incident, respectively, as determined in accordance with the Incident Severity Determination table in section 11.2(a)(iii).
  - (iv) **Service Credit** means a reduction of 3% to the fee due to the Supplier for the ongoing Support Services for a calendar month specified in section 15.3(a)
- (e) Subject to paragraph (f), where, for any Measurement Period, the Supplier meets or exceeds all Service Levels, the Supplier will be entitled to the fee for the ongoing Support Services specified in section 15.3(a) of this Statement of Work.
- (f) Subject to paragraph (h):
  - (i) if the Supplier fails to meet any of the Service Levels in paragraph (c) for two or more consecutive Measurement Periods, a Service Credit will apply to the second (and any subsequent) Measurement Period. For the avoidance of doubt, a Service Credit will not apply to the first Measurement Period, provided that the Supplier must take action to improve performance against the Service Levels and provide details to the Customer on those actions if requested;

- (ii) a Service Credit will also apply where the Supplier has failed to meet the Resolution Time for:
  - A. for 2 or more unique Severity 1 Incidents in a Measurement Period; or
  - B. for 4 or more unique Severity 2 Incidents in a Measurement Period.
- (g) The Supplier will only be liable for one Service Credit per Measurement Period (i.e. credits are not cumulative).
- (h) While the Service Levels apply to the Services provided from the Go Live Date, the application of the Service Credit regime will be modified during the baselining period articulated in paragraph (b):
  - (i) Service Credits will not apply for the first 2 months of the baselining period; and
  - (ii) Service Credits will only apply to the third and fourth month in the baselining period provided ticket volumes remain within the expected volume of Support Requests for the month as specified in section 4.1(f)(ix) of this Statement of Work.
- (i) Following completion of the baselining period referred to in paragraph (b), the Customer may (in its sole discretion) immediately terminate this Agreement by written notice to the Supplier if the Supplier fails to meet any of the Service Levels for Severity Levels 1, 2 or 3 for any 3 months in any 6 month period, provided that the Customer will first provide the Supplier an opportunity to demonstrate how it will remedy the failure to the satisfaction of the Customer within 30 days of receiving written notice to do so.

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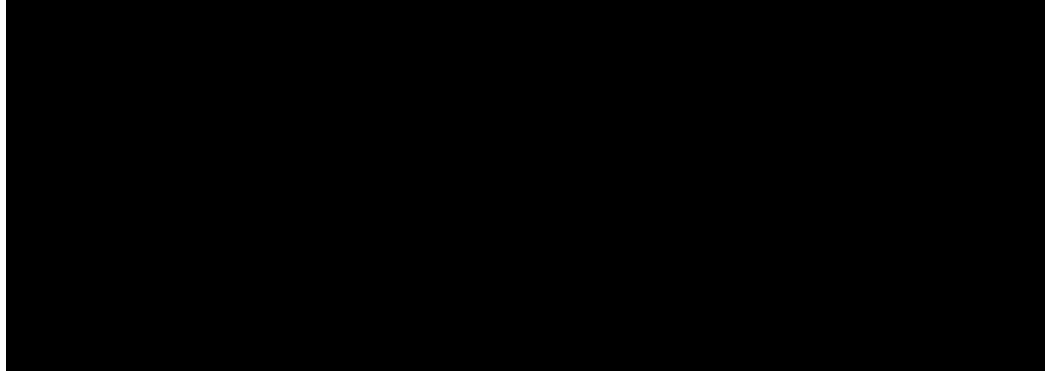
## 15. Pricing

### 15.1 Payment requirements for Third Party Supplier Products

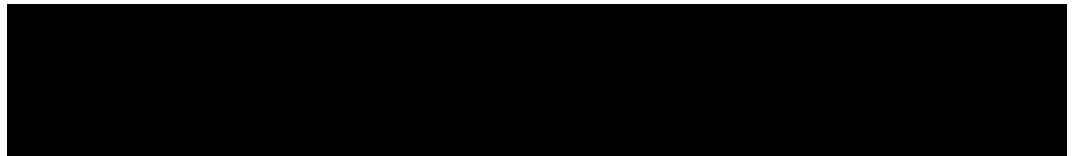
- (a) For the purposes of this section 15:
  - (i) **Licensing Charges** means the licensing charges for the Third Party Supplier Product as referenced in paragraph (e) below.
  - (ii) **Third Party Supplier Product** has the meaning given to that term in the Additional Conditions.
- (b) Subject to paragraph (f), the Supplier must submit a Correctly Rendered Invoice to the Customer for the Licensing Charges in accordance with the below timeframes:
  - (i) Licensing Charges for year 1: within 1 Business Day following the Commencement Date or as otherwise agreed between the parties in writing; and
  - (ii) Licensing Charges for years 2 to 5: on each anniversary of the Commencement Date or as otherwise agreed between the parties in writing.
- (c) Without limiting the other requirements under the Agreement with respect to invoicing, the Invoice for the Licensing Charges must be sufficiently itemised to

enable the Customer to identify and understand the portion of the Invoice that relates to the Third Party Supplier Product.

- (d) On the Customer's request, the Supplier must promptly provide the Customer with documentation demonstrating, to the Customer's satisfaction, the basis for the Licensing Charges for the Third Party Supplier Product.
- (e) The Licensing Charges for the Third Party Supplier Product are set out below:



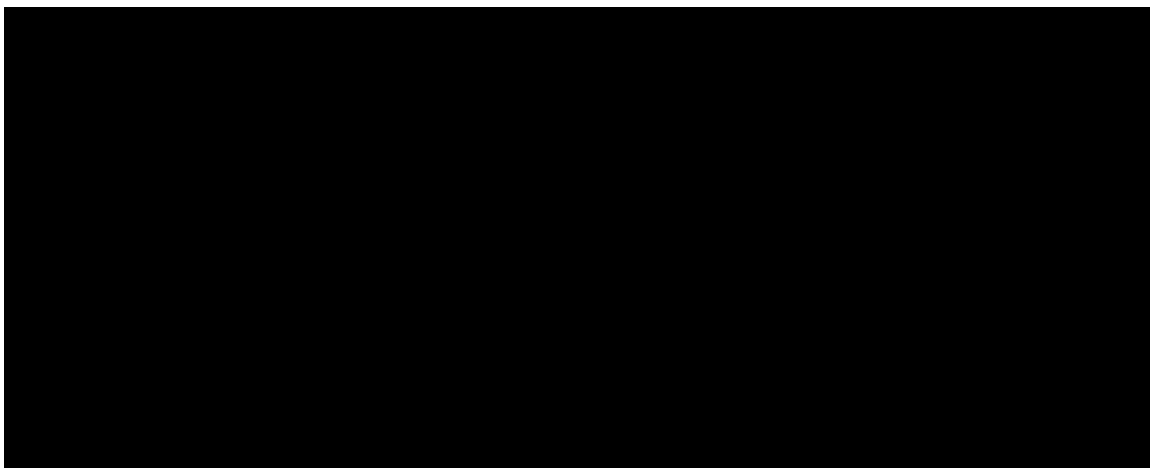
- (f) The Licensing Charges outlined in paragraph (e) are based on an estimated number of transactions of 16,000 per annum. Additional transactions in excess of this amount can be purchased in 2000 transaction increments. The licensing charges for these additional transactions are set out below:



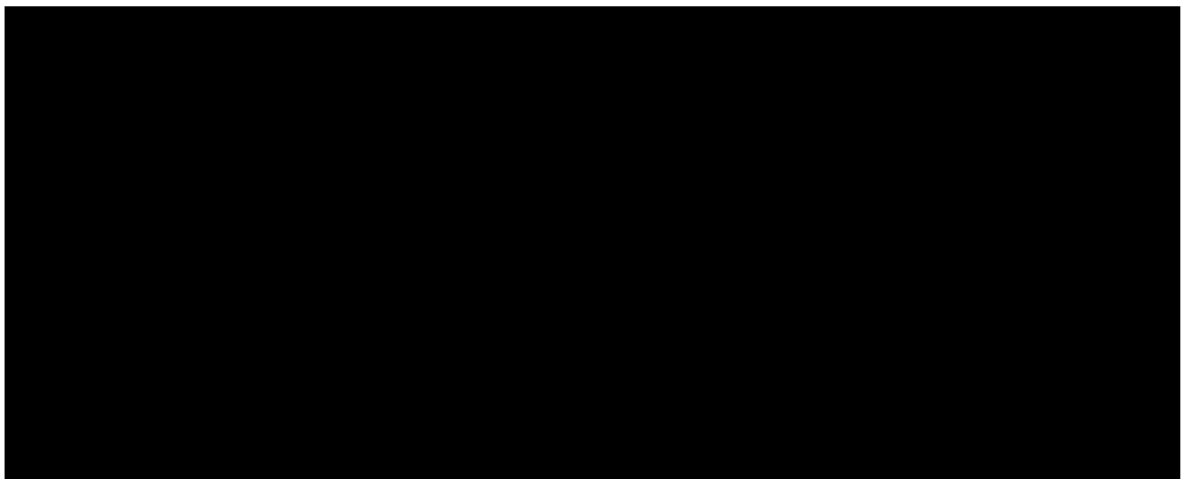
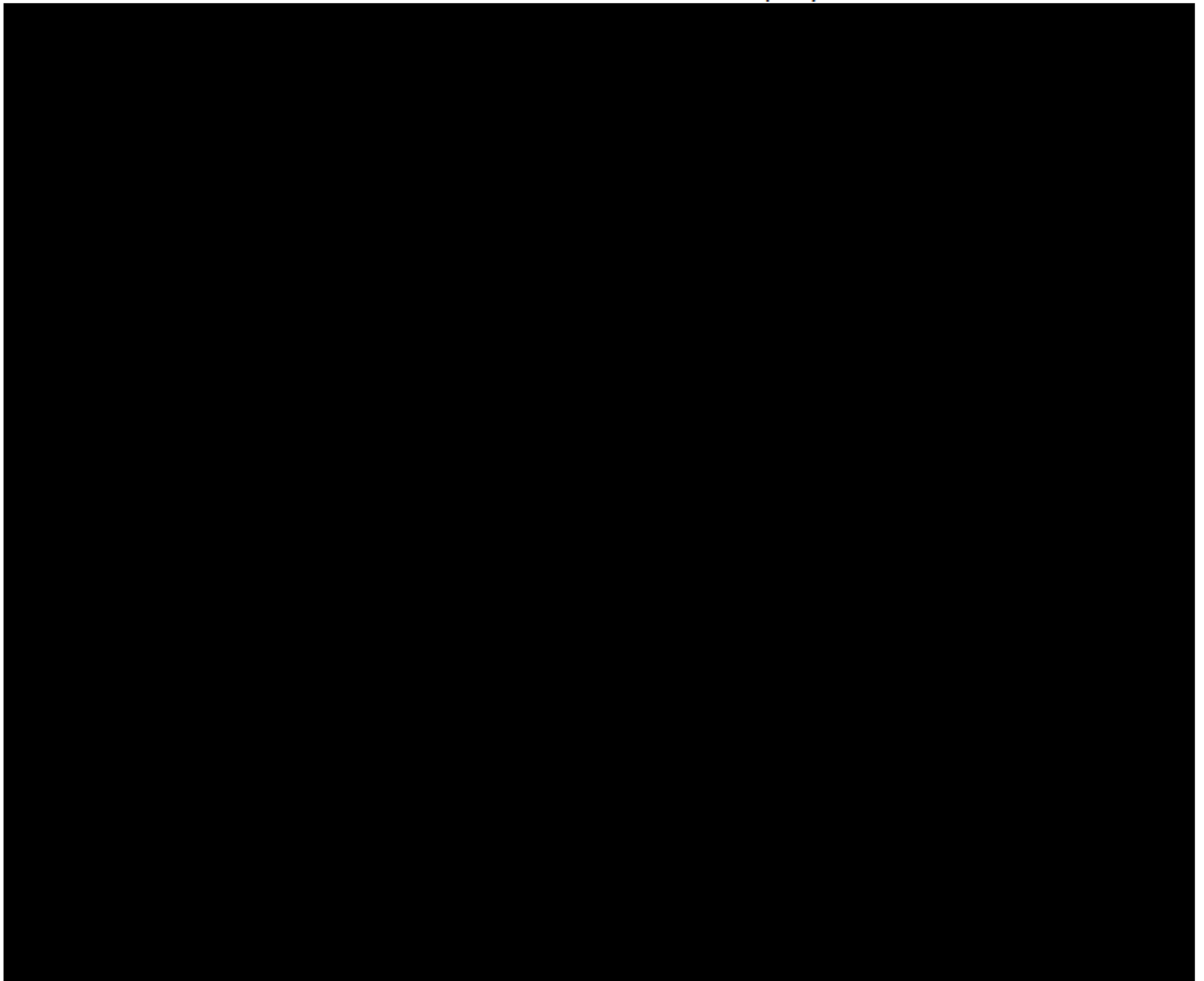
- (g) The parties acknowledge and agree that the Customer will not be liable to pay any Licensing Charges where the Customer exercises its right to directly procure the Third Party Supplier Product in accordance with the Additional Conditions.

**15.2 Payment requirements for Solution implementation**

- (a) Subject to paragraphs (b) to (e), the Supplier will be entitled to submit a Correctly Rendered Invoice to the Customer upon the approval by the Customer of completion each of the milestones in the below tables.








- (b) The Supplier must notify the Customer when it considers that a milestone has been completed.
- (c) Within 10 Business Days of receiving a notification under paragraph (b) the Customer will notify the Supplier whether completion of the milestone is approved. The Customer will approve completion of a milestone where all Deliverables pertaining to the milestone, as specified in section 6 of this Statement of Work, have been approved or Accepted (as the case may be).
- (d) Where the Customer is not satisfied that all Deliverables pertaining to the milestone have been approved or Accepted, the Customer must notify the Supplier of the Deliverables that have not been approved or Accepted and:

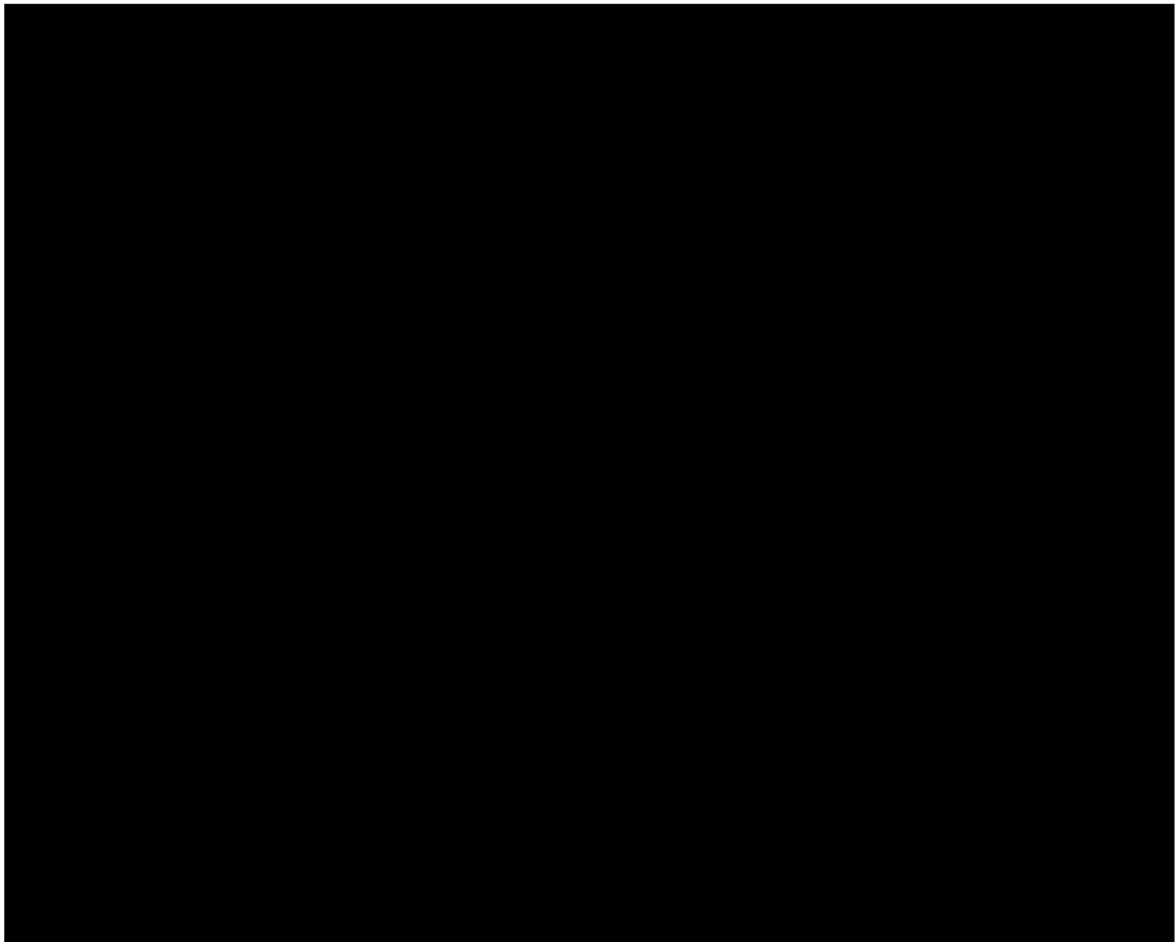
- (i) in the case of a Deliverable subject to Acceptance Testing, the Customer may exercise any of its options under clause 14.4(a) of the ICTA; or
  - (ii) in the case of a Document Deliverable, may exercise any of its options under clause 8.2(a) of the ICTA.
- (e) The parties acknowledge and agree that the Customer will not be liable to pay a milestone payment where paragraph (d) applies until the Deliverables have been approved or Accepted, unless:
- (i) in the case of a Deliverable subject to Acceptance Testing, the Deliverable is deemed to have been Accepted in accordance with clause 14.2(f) of the ICTA; or
  - (ii) in the case of a Document Deliverable, the Document Deliverable is deemed to have been approved in accordance with clause 8.2(f) of the ICTA.

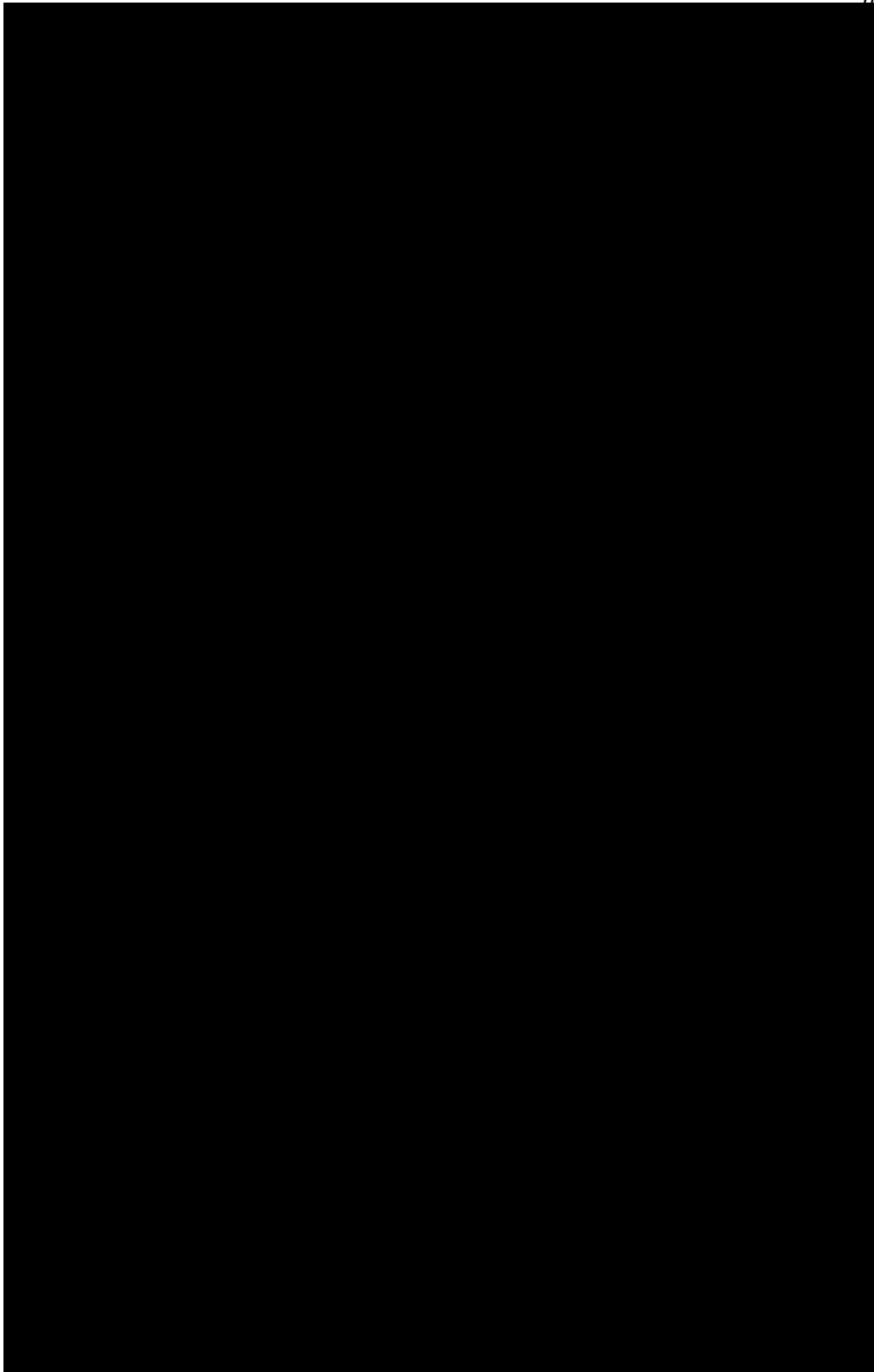
### 15.3 Payment requirements for ongoing Support Services

- (a) 
- (b) The Supplier must Invoice the Customer within 30 days from the end of the calendar month in which the ongoing Support Services are provided to the Customer in accordance with this Agreement.

### 15.4 Service Catalogue

The below Service Catalogue sets out the prices applicable to any Additional Orders made by the Customer in accordance with the Agreement.





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## 16. Interpretation

- (a) In this Statement of Work, unless the contrary intention appears:

**Admin Manual** means the Deliverable described in the table in section 4.2 of this Statement of Work.

**Built Solution** means the “Built Solution: Customer Service Management application” described in the table in section 4.2 of this Statement of Work.

**Burn up**, in the context of the Refined Backlog, means those user stories designated as burn up items in the Refined Backlog.

**CSM tool** means the incident management and problem management modules within the Third Party Supplier Customer Service Management Professional application.

**Customer Backlog** means the initial backlog prepared by the Customer that sets out process maps, user stories, initial acceptance criteria and data model.

**Customer's Implementation Team** means the project implementation team described in section 9.2(c).

**Data Migration Report** means the report described in the table in section 4.2 of this Statement of Work.

**EOW** means the end of the last Business Day in a week, provided that:

- (i) if the Agreement is executed on or before 7 January 2022, the first week commences on 10 January 2022; or
- (ii) if the Agreement is executed after 7 January 2022, the first week commences on the first Monday following the Commencement Date.

**Excel Load Template** means the Deliverable described in the table in section 4.2 of this Statement of Work.

**Go Live Date** is 15 August 2022.

**High-Level Design** means the Deliverable described in the table in section 4.2 of this Statement of Work.

**Instance Security Center** means the homepage in the Third Party Supplier Product for monitoring compliance levels of instance security controls, viewing security event monitoring metrics, and configuring and maintaining instance security settings.

**Incident** means a perceived error, fault, defect of issue with the Solution raised by the Customer via the help desk being provided by the Supplier under this Agreement.

**Instance Security Hardening Settings** means the detailed descriptions and compliance values for the security-related system properties and plugins in the Third Party Supplier Product.

**Integration Design** means the Deliverable described in the table in section 4.2 of this Statement of Work.

**Mandatory**, in the context of the Refined Backlog, means those user stories designated as mandatory items in the Refined Backlog.

**Minimum Viable Product Requirements** or **MVPRs** means the functional and non-functional requirements specified in Annexure A to this Statement of Work, which are Specifications for the Solution.

**Problem** means the underlying cause of an Incident as determined by root cause analysis.

**Project Executive** means the group of that name with the functions described in the table in section 13.1(c).

**Reference Data** means data used to classify or categorise other data, for example, name or company.

**Service Catalogue** means the service catalogue set out in section 15.4 of this Statement of Work.

**Service Request** have the meaning given in section 11.2(b)(iii).

**Solution** means the ICT solution described in section 3(a)(ii) of this Statement of Work.

**Solution Deliverable** means a Deliverable that involves configuration or build of the Solution.

**Supplier's Implementation Team** means the Supplier's project implementation team described in section 9.2(b).

**Supplier's Ongoing Support Services Team** means the Supplier's ongoing support services team described in section 9.3.

**Support Request** means the notification of an Incident to, or a request for support or assistance made by the Customer to the Supplier in accordance with the procedure section 11.2(a) of this Statement of Work (such as inquiries, requests for information or investigation).

**Status Report** means the report described in the table in section 4.2 of this Statement of Work.

**Transaction Data** means data that is captured in transactions and is not Reference Data.

**Training Manual** means the Deliverable described in the table in section 4.2 of this Statement of Work.

**User Manuel** means the Deliverable described in the table in section 4.2 of this Statement of Work and which forms part of the User Documentation.

**Workstream** means the workstreams described in section 4.1(a) of this Statement of Work.

- (b) Terms used in this Statement of Work which are not otherwise defined in this document have the meaning given to them in the Additional Conditions and the ICTA.

## Annexure A Minimum Viable Product Requirements

The below table sets out the Minimum Viable Product Requirements for the Solution, which include both functional and non-functional requirements.

Type	Topic	Ref#	Requirement
Functional requirements	User management	MHR-01	Ability to control workflow access and permissions using roles and groups
Functional requirements	User management	MHR-02	Ability to restrict workflow stages and interactions based on roles and groups
Functional requirement	User management	MHR-03	Ability to restrict or allow access to reporting and analytics functions based on roles and groups
Functional requirement	User management	MHR-04	Ability for users to self-manage with regards to password resets
Functional requirement	Customer relationship management	MHR-05	Ability for internal and external users to message one another within the system in relation to a workflow (to request additional information or clarify an issue, for example)
Functional requirement	Customer relationship management	MHR-06	Ability for internal and external users to easily locate and action messages that need a response or action
Functional requirement	User interface	MHR-07	Ability for end users to access the system from a mobile device including essential features and with modern mobile UI responsiveness
Functional requirement	User interface	MHR-08	Ability to present dashboards to users that summarise their workflows and tasks, and act as an entry point to a more detailed view of that workflow
Functional requirement	User interface	MHR-09	Ability to present a single entity view of an organisation or user and their current workflows and history
Functional requirement	Workflow	MHR-10	Ability to track and progress workflows using statuses
Functional requirement	Workflow	MHR-11	Ability to assign workflow stages or statuses to particular groups for actioning
Functional requirement	Workflow	MHR-12	Ability to chain workflows (a status or event in one workflow triggers another to begin, with some prepopulated data)
Functional requirement	Workflow	MHR-13	Ability to create workflows for use between two separate external user

			groups, with internal users able to track and assist
Functional requirement	Workflow	MHR-14	Ability to generate email notifications to users based on workflow statuses or events
Functional requirement	Workflow	MHR-15	Ability to display information collected through back-end analytics on the screen during a workflow
Functional requirement	Workflow	MHR-16	Ability for a workflow to update multiple database entries upon completion (a registry, an organisation's profile, an audit table, etc)
Functional requirement	Workflow	MHR-17	Ability to present forms on a public website where the public can fill out the form and trigger a workflow.
Functional requirement	Forms	MHR-18	Ability to upload attachments (documents, images, etc.) as a part of a form and store it in its native format
Functional requirement	Forms	MHR-19	Ability to attach new versions of documents previously collected as part of a form within a workflow
Functional requirement	Forms	MHR-20	Ability to take data from an uploaded file and use it to populate a form in a workflow
Functional requirement	Forms	MHR-21	Ability to take data from an uploaded file, apply calculations to the data, and then populate the new values on a form in a workflow
Functional requirement	Forms	MHR-22	Ability to adjust forms dynamically based on specific criteria (e.g. display a new form field when the users ticks a box or select a drop down value) (Dynamic form behaviour)
Functional requirement	Forms	MHR-23	Ability for a form to employ standard field validations (e.g. number/text) and predefined field value lookups (e.g. drop downs, lookups to other data sources)
Functional requirement	Forms	MHR-24	Ability for a form within a workflow to check and validate fields against other system data (organisation tries to create 2000 certificates, but data on their organisation profile says their yearly cap is 1800)
Functional requirement	Web layer	MHR-25	Ability to publish datasets to a public-facing web layer of the system (a table listing all products that were approved for use through one of our workflows)

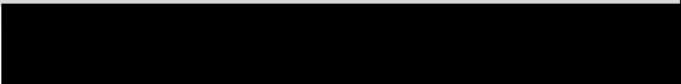
Functional requirement	Payment Platform	MHR-26	Ability to calculate payments (based on form values) as part of a workflow (e.g. process creates 21,210 certificates and they cost \$0.89 each)
Functional requirement	Reporting and Analytics	MHR-27	Ability to present reports in visual formats beyond a simple 'column and row' presentation. (e.g. Pie charts, heat maps, bar graphs, and other visual formats)
Functional requirement	Reporting and Analytics	MHR-28	Ability to create custom reports based on essential data, and to display related user, form, or workflow data.
Functional requirement	Reporting and Analytics	MHR-29	Ability to export reports to excel (including standard reports and all workflow datasets)
Non-functional requirement	Accessibility	MHR-30	Ability to comply with Accessibility Standard
Non-functional requirement	Accessibility	MHR-31	Site must be accessible by residents of Australia
Non-functional requirement	User management	MHR-32	Ability to authenticate users using multifactor authentication
Non-functional requirement	Data	MHR-33	All data must be centralised and accessible for the purposes of reporting and adaptability during future development
Non-functional requirement	Data	MHR-34	System must enable internal users to assess the accuracy and integrity of data and user actions over time (accessible audit trails)
Non-functional requirement	Data	MHR-35	Data loss is avoided (connection loss mitigations, error detections, re-try or re-recover, etc.)
Non-functional requirement	Data	MHR-36	Data to be held in Australia
Non-functional requirement	Security	MHR-38	Compliant with International Standards for Information Security
Non-functional requirement	Security	MHR-39	Suitable antivirus and malware protection
Non-functional requirement	Security	MHR-40	Must be able to provide documentation to support accreditations and Security Program
Non-functional requirement	Security	MHR-41	Must have an implemented Cyber Security Incident Management Plan
Non-functional requirement	Security	MHR-42	Must have a process in place that is followed to notify Customer quickly of any suspected or actual Security Incidents,

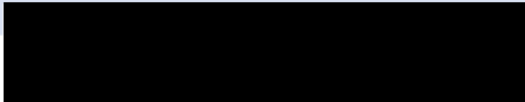


			and is willing to follow reasonable direction from Customer regarding incident investigations
Non-functional requirement	Security	MHR-43	Must ensure that their staff understand and implement the cyber security requirements of the Agreement.
Non-functional requirement	Security	MHR-44	System must be covered in the scope of an existing Information Security Management System (ISMS) or cyber security framework
Non-functional requirement	Security	MHR-45	Must use appropriate technology such as certificates to ensure secure connection and assure stakeholders of site validity

## Change Request

Change Request				
Project	Project TESSA - Safeguard IT Project		Date	10-Jan-22
Change Requester	Amanda Stewart, TESSA Project Manager		Change No.	1
Change Category (Check all that apply):				
<input type="checkbox"/> Schedule	<input type="checkbox"/> Cost			
<input type="checkbox"/> Scope	<input type="checkbox"/> Requirement/Deliverables			
Does this Change Affect (Check all that apply):				
<input type="checkbox"/> Corrective Action	<input type="checkbox"/> Preventative Action	<input type="checkbox"/> Defect Repair		
<input type="checkbox"/> Updates	<input type="checkbox"/> Other			
Describe the Change Being Requested				
Schedule: Accenture has asked for the start of the Discovery Phase to be delayed 1 week, from Wednesday 12 January to Wednesday 19 January 2022.				
Describe the Reason for the Change: The request for the start date to be delayed 1 week is due to Accenture's key technical experts within their Australian based team have contracted Covid 19 and they will be unable to attend the first week of Discovery Workshops. There are 3 technical experts within the core project team and Accenture does not have the staff to replace them. It is hoped that 1 week will be adequate for these team members to be available for the Workshops the following week. Accenture has formally requested this delay via email. Covid 19 has rapidly started to spread within Australia and infections have risen exponentially over the last 3 weeks.				
Describe all Alternatives Considered: There is a total of 3 technical experts in the Australian based Accenture project team. - The first alternative considered was if 1 or 2 technical experts were affected by Covid 19, this wouldn't trigger the change, the Workshops would continue as there was still one other technical expert to represent Accenture adequately. - The second alternative was to continue with the Workshops as planned using technical development staff from offshore, however their experience would not have been adequate to provide the insight required to design the build. Unfortunately due to all 3 technical experts being sick, there was no other alternatives than to reschedule the Workshops to start 1 week later.				
Describe any Technical Changes Required to Implement this Change: There are no technical changes required to implement this change.				
Describe Risks to be considered for this Change At this early stage the main risk with this change is that it makes the Build even tighter if we are still aiming for the completion of the Build to be completed by 8 July and the Go-Live date to be 15 August. It is yet to be determined if the Build and Go-Live dates will be changed as the project hasn't started yet and it may be possible to make up the lost time during the delivery phase. However the worst case scenario is that these dates will be pushed out and thus the following risks should also be considered: - Due to the delays, funding for the Build may not cover the dates that are extended into July. - If the completion of the Build and the Go-Live dates continue to blow out, the CGI contract may need to be extended 1 or 2 months. - If delays continue due to staff shortages from Covid 19, IPART may not be able to fulfill its Statutory requirements outlined by the Government for the Safeguard to be implemented by 1 November 2022.				
Estimate Resources and Costs Needed to Implement this Change: The estimated cost to the project is a time cost which is a 1 week delay to the Build which would now be scheduled to be finished on 15 July and the Go-Live date be the 22nd August, 2022.				
Describe the Implications to Quality: There are no implications to the quality outcomes.				
Disposition:				
<input type="checkbox"/> Approve	<input type="checkbox"/> Reject	<input type="checkbox"/> Defer		
Justification of Approval, Rejection, or Deferral				
Change Approval:				
Name:	Michelle Coco,			
	Executive Director/Project Sponsor			

Change Request			
Project	Safeguard Administration Program - Project TESSA	Date	11-Jan-22
Change Requester	Amanda Stewart	Change No.	2
Change Category (Check all that apply):			
<input type="checkbox"/> Schedule	<input type="checkbox"/> Cost		
<input type="checkbox"/> Scope	<input type="checkbox"/> Requirement/Deliverables		
Does this Change Affect (Check all that apply):			
<input type="checkbox"/> Corrective Action	<input type="checkbox"/> Preventative Action	<input type="checkbox"/> Defect Repair	
<input type="checkbox"/> Updates	<input type="checkbox"/> Other		
Describe the Change Being Requested			
Schedule: Following on from the 1 week delay requested by Accenture to start the Discovery Workshops from week beginning 17 January (rather than week beginning 10 January), Accenture has now confirmed that this will push the other milestone dates in the project back by 1 week. Accenture has requested to change the completion of the Build date from 8 July to 15 July and the Go-Live Date from 16 August to 22 August 2022.			
Describe the Reason for the Change: The request for the completion of the Build date and the Go Live date to be changed is due to there not being any time contingency in the Discovery Phase for the 1 week delay due to Covid-19, thus other dates need to be shifted. The 1 week delay of the Discovery Workshops was approved by the Project Sponsor, however Accenture had not requested for any other dates to be pushed back or shifted within the project. It is agreed within the IPART Project Team that the 4 weeks Discovery Phase should not be changed. This is why Accenture has requested for the other project milestones to be shifted 1 week.			
Describe all Alternatives Considered: Shortening the Discovery Phase from 4 weeks to 3 weeks:- At first, to avoid any major changes, Accenture wanted to shorten the Discovery Phase from 4 weeks to 3 weeks. The timeframe for the Discovery Phase had originally been forecast by Accenture to take 7 weeks. During the contract negotiation period with Accenture this timeframe was considered too long and was peeled back to 4 weeks. Within the Discovery Phase, IPART and Accenture will work together to finalise the detailed backlog and project plan which are the foundations of the project. Shortening this Phase would put a great strain on the project team and diminish the quality of the outputs required from the Discovery Phase.			
Describe any Technical Changes Required to Implement this Change: There are no technical changes required to implement this change.			
Describe Risks to be considered for this Change Risks to be considered are: - Shifting these dates reduces the time contingency already provided in the current schedule for any migration issues that may occur at the end of the project from 3 weeks to 2 weeks. - If the completion of the Build and the Go-Live dates continue to blow out, the CGI contract may need to be extended 1 or 2 months. - Due to the delays, funding for the Build may not cover the dates that are extended into July.			
Estimate Resources and Costs Needed to Implement this Change: The estimated cost to the project is a time cost which is 1 week delay to the build which is now scheduled to be finished on 15 July and the Go-Live date be the 22nd August, 2022.			
Describe the Implications to Quality: There are no implications to the quality outcomes.			
Disposition:			
<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Reject	<input type="checkbox"/> Defer	
Justification of Approval, Rejection, or Deferral			
Change Approval:			
Name:	Michelle Coco, Executive Director/Project Sponsor		

Change Request	
<b>Project</b>	Safeguard Administration Program - Project TESSA
<b>Date</b>	24-Feb-22
<b>Author</b>	Amanda Stewart
<b>Change No.</b>	3
<b>Change Category (Check all that apply):</b>	<b>Change Requester</b> Mohammed Kazmi (Accenture PM)
<b>Schedule</b> ✓	<b>Cost</b>
<b>Scope</b>	<b>Requirement/Deliverables</b>
<b>Does this Change Affect (Check all that apply):</b>	
<b>Corrective Action</b>	<b>Preventative Action</b>
<b>Updates</b> ✓	<b>Defect Repair</b>
	<b>Other</b>
<b>Describe the Change Being Requested</b>	
<b>Schedule:</b>	
Accenture has requested for the Sprint Demonstration to be changed to the Monday morning after the Sprint has been completed. This request is for all Sprints in the Project Schedule.	
With further discussions with both parties around the new time, it was agreed that the new demo date will be on the Tuesday morning after the Sprint so that Accenture has enough time to fully prepare the demo.	
<b>Describe the Reason for the Change:</b>	
The reason for this change is that this will enable the Accenture Team to have 10 full days for the developers to complete their work rather than spending most of Friday preparing for the Demonstration.	
The Sprint is planned for 250 hours which is 3 developers working approximately 40-42 hours over 2 weeks. When the demonstration is included in the Sprint fortnight, this takes away at least (if not more) a half day of work for the developers, this is why the development is likely to come up short every time.	
<b>Describe all Alternatives Considered:</b>	
An alternate is to approve this change for the current Sprint (Sprint 1) and not change any other Sprint schedules. The potential issue with this is that there is a high likelihood of this request being submitted again for future Sprints due to the development time being for only 9.5 days and not the 10 full days.	
Another alternative is to keep the current schedule as is on the Friday and not change due to it being agreed in the Contract by Accenture. The issue around this is that the team may not have the demonstration ready for Friday.	
<b>Describe any Technical Changes Required to Implement this Change:</b>	
The technical change is rescheduling the Business Verification Testing (BVT) activity to start Tuesdays. NB: This schedule change does cut into the BVT time by a few hours making the BVT shorter, now it will be from Tuesday afternoon to Monday.	
<b>Describe Risks to be considered for this Change</b>	
If the developers don't complete the Sprint in time even with the change to the Tuesday morning.	
Key project team members may not be available on Tuesday mornings such as the Product Owner, Process Owner and BA. NB: <i>Current meetings in all diaries would need to be shuffled to make this work.</i>	
<b>Estimate Resources and Costs Needed to Implement this Change:</b>	
The cost of this change is in time in that IPART would be losing a few hours in the BVT activity.	
<b>Describe the Implications to Quality:</b>	
The implications around quality is the Sprint demonstrations may not be ready in time by the last Friday in the Sprint, if the change is not approved.	
<b>Disposition:</b>	
<b>Approve</b>	<b>Reject</b>
	<b>Defer</b>
<b>Justification of Approval, Rejection, or Deferral</b>	
Friday 25 Feb, Kristin Morris approved for the Sprint 1 Demo to be moved to Monday 28 Feb only. It is still undecided to move the Demo for all Sprints.	
Thursday 3 March, Kristin Morris approved for all Sprint Demos to be moved to the Tuesday morning after each Sprint. This will then make the IPART BVT activity from Tuesday to Monday	
<b>Change Approval:</b>	
<b>Name:</b> Kristin Morris, Director/ Project Product Owner	<b>Signature</b> 



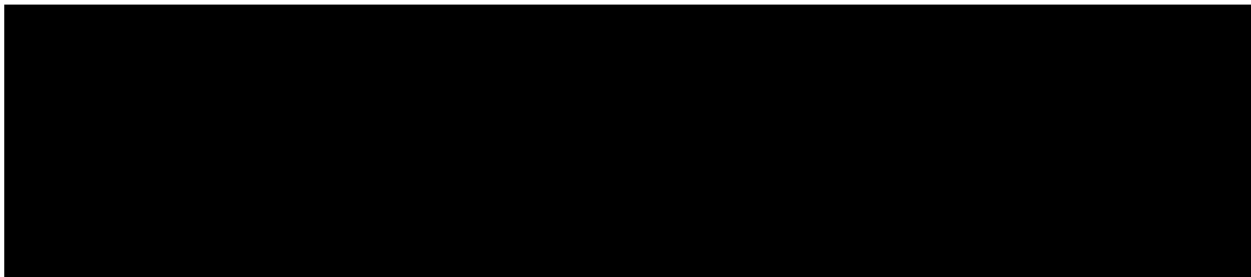


Change Request		
<b>Project</b>	Safeguard Administration Program - Project TESSA	<b>Date</b> 4-Mar-22
<b>Author</b>	Amanda Stewart	<b>Change No.</b> 4
<b>Change Category (Check all that apply):</b>		<b>Change Requester</b> Mohammed Kazmi (Accenture PM)
<b>Schedule</b> ✓	<b>Cost</b>	
<b>Scope</b>	<b>Requirement/Deliverables</b>	
<b>Does this Change Affect (Check all that apply):</b>		
<b>Corrective Action</b>	<b>Preventative Action</b>	<b>Defect Repair</b>
<b>Updates</b> ✓	<b>Other</b>	
<b>Describe the Change Being Requested</b>		
<p><b>Schedule:</b> 1 week delay</p> <p>There has been a 1 week delay in the delivery of Sprint 1, Accenture has presented 2 options to rectify the issue.</p> <p>OPTION-1 Consider Sprint-2 as a one week sprint instead of a regular two week sprint and move approximately half the points to future sprints; and progress with Sprint-3 as scheduled. To make up the lost time, Accenture plan to bolster their team with an extra resource for 2-3 sprints. This should bring the workload in line with the agreed schedule.</p> <p>OPTION-2 Consider week commencing 28/2 as a null week (longer Sprint-1) and push the project dates forward by one week to start Sprint-2 from Monday (07/03). This will move the project deadlines including the Go Live date and the Close date by one week. The new Go-Live date will be Monday 29 August and the Close date Friday 9 September.</p> <p>The project team believes Option 1 is a higher risk due to having to wait until Sprints 4, 5 &amp; 6 to determine whether corrective action has been successful. Accenture could progress more steadily in a full Sprint and prepare better for the 3rd Sprint under Option 2.</p>		
<b>Describe the Reason for the Change:</b>		
<p>The reason for the change is due to capacity and quality issues and confusion around the user Stories in Sprint 1. Accenture were also completing the Refined Backlog and other milestone document deliverables during Sprint 1, which were due the same time. The issues in Sprint 1 have been rectified as Accenture has added to their development team another 1.5 developers and a clear story lifecycle has been detailed and approved. Delaying the project by 1 week will enable Accenture to get back on track to achieve a full and successful Sprint 2.</p>		
<b>Describe all Alternatives Considered:</b>		
<p>Accenture provided 2 options. The alternative to the option that IPART chose was to continue Sprint 2 but treat it as a half Sprint and Accenture would try to make up the lost time in Sprints 4, 5 &amp; 6 by adding an extra 2 resources. The issue with this option is having to rely on Accenture to find additional resources in time. If they can't find the extra resources, the project would be more than half way through the execution of the Build and the Project would still be very behind in the schedule.</p>		
<b>Describe any Technical Changes Required to Implement this Change:</b>		
<p>There are improvements that Accenture have already implemented in the ServiceNow Story Lifecycle for each Sprint and CGI will be notified of the date changes for the next two data backups that are to come.</p>		
<b>Describe Risks to be considered for this Change</b>		
<p>1. Delaying the project one week makes the need for an extension of the CGI contract more likely. Currently there is now only 2 weeks from the project Go- Live date to the CGI contract expiry date. Any further delays would further reduce this margin. <b>Mitigation:</b> continue to negotiate with CGI a short extension of the current contract.</p> <p>2. Budget impacts as the project time frames are extended. <b>Mitigation:</b> Pending Treasury approval of the carry-forward, the budget allows for extension of relevant staff; 1 week extension should not push out any additional milestone payments into 22/23 (and if further delays do result in this there is contingency in the budget to add in 1 or 2 additional milestone payments).</p> <p>3. Accenture continues to take longer than the planned 2 weeks to complete each sprint. <b>Mitigation:</b> Closely monitor the progress during the Sprint and measure the progress against the allocated effort in each user Story.</p>		
<b>Estimate Resources and Costs Needed to Implement this Change:</b>		
<p>There are no anticipated costs at this stage because there is contingency built into the budget which allows for a 1 week delay. The Project Team have already proposed to extend CGI by 8 weeks or so.</p>		
<b>Describe the Implications to Quality:</b>		
<p>The implications to quality is that with more skilled resources on the Accenture team, the quality should improve and with this time extension there shouldn't be any reason why Accenture can't get the Sprint completed in 2 weeks.</p>		
<b>Disposition:</b>		
<b>Approve</b>	<b>Reject</b>	<b>Defer</b>
<b>Justification of Approval, Rejection, or Deferral</b>		
<p>So that the Project Team could start planning, Kristin Morris provided provisional approval for the second option to be taken - for all milestone dates to be delayed 1 week on Friday 4 March. This means the Go-Live date will be moved to Monday 29 August. Verbal approval was given by Michelle Coco on Monday 7 March.</p>		
<b>Change Approval:</b>		
<b>Name:</b>	Michelle Coco, Executive Director/ Project Sponsor	<b>Signature</b>

## Schedule 5 - Change Request Form

Change Request number	Change Request 05
Purchase Order Number and Agreement reference	Accenture Purchase Order [REDACTED]
Effective date for Change Request	27 June 2022
Details of Change Request	<ol style="list-style-type: none"> <li>1. <b>Go Live Date changed from 22nd August 2022 to 5th September 2022.</b> In the definition of "Go Live Date" in section 16(a) of the Statement of Work, substitute '15 August 2022' with '5 September 2022'. Changes to Dates for Delivery and Key Milestones are set out below.</li> <li>2. <b>Extension of sprint 11 from 2 weeks to 3 weeks.</b> Sprint 11 commences on 11 July 2022 and ends on 29 July 2022. For sprint 11 only: <ol style="list-style-type: none"> <li>a. references to a "sprint" throughout the Statement of Work are to be read as a sprint of 3 weeks duration; and</li> <li>b. verification testing under section 12.2(c) of the Statement of Work will be completed by the Customer from 8 August to 26 August 2022.</li> </ol> Acceptance Testing will be conducted in accordance with the Test Plan and the Agreement (see changes to Test Plan below). </li> <li>3. Bolstered resource capacity in Supplier's Implementation Team. The Supplier provided additional Personnel for sprints 7 and 8. This additional Personnel is provided at the Supplier's cost. The Customer will fund the continuation of these additional Supplier Personnel for sprints 9 to 11 to support development and testing activities.</li> </ol>
Specifications	The parties have agreed to reduce the Specifications for the Solution for the Scheme Participant Process only to ensure it can be built within the timeframe of Sprint 11. The Scheme Participant Process developed for Go Live is a scaled down version of the original requirements. It will involve more manual processes than originally proposed but will still be an improvement on current processes (which are entirely manual/offline).
Plans	<p>The Project Plan is updated to reflect the changes to Dates for Delivery and Key Milestones set out in the next row, and the following:</p> <ol style="list-style-type: none"> <li>a. sprint 11 to be conducted from 11 to 29 July 2022;</li> <li>b. verification testing by the Customer to be carried out from 8 August to 26 August 2022;</li> <li>c. final week of Acceptance Testing to commence on 22 August 2022.</li> </ol> <p>Acceptance Testing will occur over 3 weeks. For the first two weeks of Acceptance Testing, the Test Plan is modified to permit "high" Defects to be present. During the third and final week, Acceptance Testing will be subject to the Entry Criteria agreed in the Test Plan.</p>
Date for Delivery and Key Milestones	<p>The following Dates for Delivery and Key Milestones are amended:</p> <ul style="list-style-type: none"> <li>• Development: 100% of Refined Backlog completed (Key Milestone 7) – 26 August 2022</li> </ul>

	<ul style="list-style-type: none"> <li>Go Live Readiness: Training and Training Documentation Workstream completed (Key Milestone 8) – 2 September 2022</li> <li>Solution Go Live and Acceptance Testing complete (Key Milestone 9) – 5 September 2022</li> <li>Hypercare Services completed (Key Milestone 10) – 16 September 2022</li> </ul>
<b>Effect on Price</b>	<p>This Change Request affects the Price. The change in Price will be payable as part of Key Milestone 9.</p> <p>Key Milestone 9 (existing): <span style="background-color: black; color: black;">[REDACTED]</span>                  Change Request Price Variation: <span style="background-color: black; color: black;">[REDACTED]</span>  <b>Total for Key Milestone 9: \$57,525</b></p>
<b>Nominated Personnel</b>	There are no changes to the nominated personnel.
<b>Implementation</b>	<p>This change request will be implemented by:</p> <ul style="list-style-type: none"> <li>Bolstering resources in the Supplier's Implementation Team.</li> <li>Adjusting the Project Plan to extend sprint 11, and bringing Acceptance Testing forward to start earlier than originally planned. The Customer will start Acceptance Testing during verification testing of sprint 11.</li> <li>Training will start 29 August and be completed by 2 September 2022.</li> <li>Go Live Date to be 5 September 2022.</li> <li>Hypercare Services to be completed by close of business 16 September 2022.</li> </ul>
<b>Effect on Customer Users</b>	<p>There are 2 categories of Customer Users – internal and external Customer Users</p> <p><b>Internal:</b> The first 2 weeks of Acceptance Testing there are expected to be a high number of Defects. These Defects will be remediated in accordance with the Agreement and Test Plan (subject to modifications to the Test Plan set out above) for the final week of Acceptance Testing, being 22 – 26 August 2022.</p> <p><b>External:</b> There is no adverse effect on external Customer Users.</p>
<b>Other matters</b>	Outstanding requirements associated with the Scheme Participant Process will form a phase 2 for post Go Live.
<b>List documents that form part of this Change Request</b>	<ul style="list-style-type: none"> <li>Project Budget with updated Milestone figures.</li> </ul>





**Annexure B.2 to Order Form – LGP/WILMA Statement of Work**

## Annexure B - Statement of Work for Safeguard Integrated IT System Implementation

### 1. Statement of Work Details

- (a) Statement of Work Name: LGP and WILMA projects
- (b) Statement of Work Number: 002
- (c) Purchase Order Number and Agreement reference (where available): As notified by the Customer in writing.

### 2. Revision History

Version	Status	Date	Prepared By	Comments
1.0	Draft	28 Nov 2022	Supplier	Initial outline for Proposal Submission
1.1	Draft	15 Dec 2022	Customer	Feedback from initial outline of proposal
1.2	Draft	19 Dec 2022	Supplier	Revised SOW for contract negotiations
1.3	Draft	20 Dec 2022	Customer	Revised SOW for contract negotiations
1.4	Draft	20 Dec 2022	Supplier	Revised SOW for contract negotiations
1.5	Draft	21 Dec 2022	Customer and Supplier	Revised SOW for contract negotiations

### 3. Introduction and overview of the Supplier's Activities

- (a) The Supplier's Activities under this Statement of Work are to, in accordance with the requirements of the Additional Conditions, this Statement of Work and the Agreement:
  - (i) through a reseller arrangement, facilitate the provision of the Third Party Supplier Products (which for the avoidance of doubt comprise the Software) to the Customer; implement secure, accessible and contemporary integrated ICT solutions for the LGP (the **LGP Solution**) and WILMA (the **WILMA Solution**) (together, the **Solution**) by:
    - A. configuring and developing the Software to meet the Customer's requirements and Specifications;
    - B. configuring the Solution to integrate with third party products as described in this Statement of Work; and
    - C. providing data migration Services to migrate data from the Customer's legacy systems to the Solution; and

- D. managing the relationship with the Third Party Supplier on behalf of the Customer, including by acting as first point of contact;

For the avoidance of doubt, there will be 1 Instance for production, 1 Instance for development, 1 Instance for testing and 1 Instance for staging. The LGP Solution and the WILMA Solution will be built on and share these 4 instances with TESSA.

- (ii) the provision of ongoing Support Services for the Solution, including Software Support Services and help desk Services, Managed Services and managing the relationship with the Third Party Supplier on behalf of the Customer, including by acting as first point of contact, will be agreed at a future date and will either be reflected in this Statement of Work, or be the subject of a different Statement of Work.
- (b) The core objectives of the Supplier's Activities are to deliver an innovative ICT solution that:
- (i) in the case of the LGP Solution. transitions from an unsupported legacy system to an integrated technology platform (the LGP Solution);
  - (ii) in the case of the WILMA Solution, transitions from an unsupported legacy system to an integrated technology platform (the WILMA Solution);
  - (iii) is scalable, easy to use, secure and sustainable;
  - (iv) offers improved stakeholder engagement through superior user experience and functionality; and
  - (v) contains sophisticated information exchange, compliance and regulation tools including reporting and analytics.

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## 4. Services and Deliverables

### 4.1 Services

- (a) The Services to be provided span five workstreams:
- (i) Project Management and Governance;
  - (ii) Solution Design and Design Documentation;
  - (iii) Implementation, Deployment and Testing;
  - (iv) Training and Training Documentation; and
  - (v) Ongoing Support Services including help desk (scope of which to be agreed at a later date),
- (b) **Project Management and Governance:** The Project Management and Governance Workstream includes the activities to manage the delivery of the Services and Deliverables under this Agreement. The Supplier will deliver the following Services, which unless otherwise specified are Professional Services for the purposes of the Services Module:
- (i) project management of the delivery of Services and creation of Deliverables across all Workstreams, ensuring that the Services and

Deliverables are provided to the requirements, Specifications, quality, and within the time and cost, set out in the Agreement;

- (ii) engagement with the Project Executive and Customer Personnel project leads in connection with the project management activities described above;
  - (iii) development and delivery of the Deliverables for this Workstream in accordance with the Specifications in section 4.2 of this Statement of Work and the requirements of the Agreement;
  - (iv) support the establishment of governance arrangements, including assisting in defining governance forums, reporting arrangements and escalation thresholds to the extent not otherwise specified in this Statement of Work;
  - (v) coordinating the Supplier's Activities with the Customer, the Third Party Supplier and, in the case of penetration testing, Other Suppliers;
  - (vi) analyse project metrics (performance against budget, scope, schedule, risk mitigation, quality and integrated design) to propose opportunities for improvement (if any);
  - (vii) managing project risks and discharging responsibilities which are identified as the Supplier's responsibility in this Statement of Work or the Agreement;
  - (viii) receiving and progressing of Change Requests raised by the Customer in accordance with the procedure in the Agreement;
  - (ix) monitor progress of delivery of Services and Deliverables under this Agreement; and
  - (x) execute project management cadence, including sprints, stand-ups, status reporting, project monitoring and control activities (as per Project Plan);
- (c) **Solution Design and Design Documentations:** The Solution Design and Documentation Workstream will support the gathering of the Customer's detailed requirements and develop an end-to-end high level design which will underpin the Solution implementation. The Supplier will deliver the following Services, which unless otherwise specified are Systems Integration Services for the purposes of the Services Module:
- (i) development and delivery of the Deliverables for this Workstream in accordance with the Specifications in section 4.2 of this Statement of Work and the requirements of the Agreement, each of which, when approved by the Customer under clause 8 of the ICTA, become part of the Specifications;
  - (ii) participate in reviews relating to the design of the Solution, its integration with other third party products and the Document Deliverables outlined in section 4.2 of this Statement of Work in conjunction with the Customer, and resolve any design issues raised;
  - (iii) create wireframes and prototypes to support front end development; and
  - (iv) provide instructions to the Customer on configuration of the ServiceNow MID Server.

- (d) **Implementation, Deployment and Testing:** The Implementation, Deployment and Testing Workstream will implement the Customer's Solution in accordance with the Specifications in section 4.2 of this Statement of Work, including the Refined Backlog, High-Level Design and Integration Design. The Supplier will deliver the following Services:
- (i) Systems Integration Services (for the purposes of the Service Module):
- A. development and delivery of a Test Plan in accordance with the Specifications in section 4.2 of this Statement of Work and the requirements of the Agreement;
- B. build the Solution and develop business, operational and technical solutions for that build (e.g., code, configure, install) in accordance with the Specifications, including the Refined Backlog, High-Level Design and Integration Design approved by the Customer, provided that this is limited to:
- 1) the 4 different workflow use cases documented for LGP
  - 2) the 15 forms documented for LGP;
  - 3) the different workflow use cases and forms documented for WILMA equating to 2380 build points
  - 4) Use out of the box 'incident' and 'problem' functionalities implemented for TESSA, and create new assignment group for LGP and WILMA
  - 5) Re-use interaction capability on the service portal, with update for LGP and WILMA (for external users to report technical issues)
  - 6) 16,000 transactions in Customer Service Management Professional per year (for the avoidance of doubt, the 16,000 transactions referred to in this clause is part of a shared pool of transactions with the 16,000 transactions referred to in clause 4.1(d)(i)(B)(2) of the TESSA Statement of Work and not in addition to those transactions)
  - 7) each Instance of the Third Party Supplier Product is limited to a max size of 4 TB (For the avoidance of doubt, there will be 1 Instance for production, 1 Instance for development, 1 Instance for testing and 1 Instance for staging. The LGP Solution and the WILMA Solution will be built on and share these 4 Instances with TESSA);
  - 8) IntegrationHub Professional and IntegrationHub Starter (includes Activity Designer; Activity Packs) and entitlement for up to 3,000,000 IntegrationHub transactions annually (*unused transactions expire annually*) (for the avoidance of doubt, the 3,000,000 transactions referred to in this clause is part of a shared pool of transactions with the 3,000,000 transactions referred to in clause 4.1(d)(i)(B)(4) of the TESSA Statement of Work and not in addition to those transactions); and

- 9) up to 80,000 portal visits per month by external users (*unused portal visits expire monthly*) (for the avoidance of doubt, the 80,000 transactions referred to in this clause are part of a shared pool of transactions with the 80,000 transactions referred to in clause 4.1(d)(i)(B)(5) of the TESSA Statement of Work and not in addition to those transactions);
- C. configuring, installing and testing interfaces to and from the Solutions and the following third party products in accordance with the requirements of this Statement of Work, the Agreement and Integration Design:
- 1) configure to work with IPART's email services
  - 2) user authentication services re-used with modification from TESSA;
  - 3) government compliance data sources (such as address and ABN verification services) re-used with modification from TESSA;
  - 4) data-sharing API for the LGP Solution and TESSA;
  - 5) existing CM9 integration will be updated to support WILMA & LGP.
  - 6) Government Technology Platforms Customer Payment Platform (**CPP**) (as defined in the Additional Conditions),
- provided that the parties may agree in writing to remove any of the above third party products or add additional third party products to the Systems Integration Services;
- D. configuring the Solution to ensure functionality of all modules within the Third Party Supplier Customer Service Management Professional application in accordance with the Refined Backlog, including the CSM tool;
- E. configuring the WILMA Solution to ensure the Customer is able to access historical transaction data in the WILMA Solution
- F. build and maintain development environments and databases with appropriate data masking in accordance with the Specification, where production data is used;
- G. configuration of the Solutions to accept migrated data consistent with the Excel Load Template and Customer requirements;
- H. participate in build reviews in conjunction with the Customer, and resolve build errors in a timely manner;
- I. define, develop and incorporate security components and application controls protocols and components in line with the Customer's Policies, Codes and Standards; this includes:

- 1) reviewing the standard Instance Security Hardening Settings values for the security-related system properties and plugins in the Software; and
  - 2) setting these properties in line with the Customer's desired compliance levels;
- J. build and maintain test environment;
- K. carry out testing of Deliverables in accordance with the Test Plan and to ensure the Deliverables meet the Acceptance Criteria;
- L. supply the Customer with test results promptly on completion of testing and remedy any non-compliance with Acceptance Criteria set out in this Statement of Work;
- M. support of penetration testing conducted by the Third Party Supplier, or cooperating with any Other Supplier the Customer engages to carry out penetration testing, and any potential remediation resulting from such testing;
- N. support Acceptance Testing by the Customer, including by:
- 1) sharing any test script created by the Supplier for the purposes of testing Deliverables;
  - 2) supporting the setup of Acceptance Testing by the Customer by granting user access, including to external users nominated by the Customer to participate in Acceptance Testing; and
  - 3) promptly responding to any technical queries from the Customer during the execution of Acceptance Testing by the Customer;
- O. comply with the requirements of clause 14 of the ICTA in relation to Testing and the remedying of any Defects, provided that the Customer may, at its sole discretion, Accept a Deliverable that contains Defects during this Workstream on the condition that those Defects will be included in a backlog for resolution as part of the Ongoing Support Services Workstream according to Customer's prioritisation and timeframes agreed by the parties.
- (ii) Data Services, which for the purposes of the Services Module include the following data migration Services:
- A. development and delivery of the Deliverables for this Workstream relating to data migration Services in accordance with the Specifications in section 4.2 of this Statement of Work and the requirements of the Agreement;
  - B. implementation of all activities set out in this Statement of Work and the Data Migration Plan for the migration of the Customer Provided Data;
  - C. completion of all necessary pre-migration activities to ensure the smooth migration of Customer Provided Data in

accordance with the Agreement, including clause 7 of the Services Module;

- D. development of appropriate business contingency arrangements should the migration of the Customer Provided Data not be successful;
  - E. provide support to the Customer in: performing field mapping from legacy data to the Solution; performing data extraction; data transforms; data fixes and populating Excel Load Template;
  - F. conduct testing, including:
    - 1) mock conversions and dress-rehearsals (including one full dry run over a weekend); and
    - 2) testing and acceptance of final data upload(s),  
in line with the Project Plan and Data Migration Plan; and
  - G. provide data migration reports detailing the status of the data import into the Solution following each upload in accordance with the Specifications in section 4.2 of this Statement of Work;
- (iii) Hypercare Services, which for the purposes of the Services Module are Software Support Services. Commencing on the Go Live Date and continuing for a 14-day period, the Supplier will provide the following Hypercare Services:
- A. identifying, correcting and repairing Defects, including functional, performance and integration errors, in connection with the Built Solution in accordance with clause 9 of the ICTA;
  - B. promptly responding to technical questions and providing additional support in connection with Go Live, including availability of Nominated Personnel outside of Business Hours and on weekends to assist in the resolution of any issues;
  - C. providing support to the Customer's level 1 help desk; and
  - D. any new requirements or enhancements requested by the Customer are recorded and added to the backlog for resolution as part of the Ongoing Support Services Workstream according to Customer's prioritisation and timeframes agreed by the parties;

For the avoidance of doubt, Hypercare Services are not subject to agreeing on the scope of Ongoing Support Services at a future date.

- (e) **Training and Training Documentation:** The Training and Training Documentation Workstream will assist in user adoption of the Solution through the provision of training Services. The Supplier will deliver the following Services, which for the purposes of the Services Module are training Services:

- (i) provide input into the change plan owned by the Customer;



- (ii) development and delivery of the Deliverables for this Workstream related to training Services in accordance with the Specifications in section 4.2 of this Statement of Work and the requirements of the Agreement;
  - (iii) deliver four training sessions (one Admin training session and one training session for the Customer's trainers for the LGP Solution and one Admin training session and one training session for the Customer's trainers for the WILMA Solution):
    - A. at the locations and on the dates to be agreed by the Customer in writing (including at the Customer's Site if required by the Customer in accordance with clause 6.10 of the ICTA and Item 16 of the Order Form);
    - B. with the training to involve hands-on training whereby users execute scenarios to become familiar with common tasks to be performed on the Solution; and
    - C. in accordance with the Training Plan approved by the Customer;
  - (iv) provide Training Reports on a fortnightly basis in accordance with clause 10.2 of the Services Module for the duration of the training Services.
- (f) **Ongoing Support Services including Help Desk: The scope of the Ongoing Support Services** will be agreed at a future date, including the resourcing required to support the new scope of services. The parties agree to negotiate the scope of the support services in good faith. The scope of services are however expected to consist of the following:
- (i) the Transition-In Services described in section 7;
  - (ii) providing 24 hour x 7 day coverage for the Solution during the peak processing months to be defined by the parties and providing 12 hour x 5 day coverage (e.g. 7:00am to 7:00pm, Monday to Friday) for the Solution for all remaining months;
  - (iii) on call (24/7) support for S1 and S2 Incidents will also be provided.
  - (iv) general support Services, including:
    - A. troubleshooting/initial root cause analysis for all Incidents and Problems;
    - B. general troubleshooting and support, security and access within the Solution;
    - C. handling issues and Incidents related to the Solution;
    - D. list and form level updates, reports and homepage administration, data and Configuration Item (CI) administration;
    - E. modification and re-publication of request items to Third Party Supplier's Service Portal/Service Catalog;
    - F. configuring alerts and notifications, viewing upgrade history and status, controlling system access and data security in the Solution;

- G. provision of level 2 helpdesk to answer queries;
- (v) maintenance and monitoring, including:
  - A. Customer Users, group, security role administrative maintenance;
  - B. MID Server and job execution monitoring and maintenance pertaining to the Solution;
- (vi) patches and upgrades, including:
  - A. coordination with the Third Party Supplier for outage support, updates and release validation;
  - B. support for platform patches (up to once every three months) and for platform upgrade once a year;
  - C. managing new releases, patches, and hotfixes with the Third Party Supplier;
- (vii) reporting, including:
  - A. administration of existing reports and configuration of ad hoc reports (standard reporting and performance analytics);
- (viii) routine health checks within the Solution, which are full-body assessments of the Solution and Instance health that analyses system configuration against best practices. It also provides insights and recommendations for what the Customer should continue doing and where the Customer might be able to improve;
- (ix) platform support and enhancements. Solution platform support consists of Third Party Supplier Product application maintenance, administration run support (level 2 and level 3 support, Support Requests such as inquiries, administration, investigation and health check, etc). This support includes:
  - A. a maximum number of Support requests per month and a maximum number of hours of enhancements per months for the peak processing months;
  - B. a maximum number of Support requests per month and a maximum number of hours of enhancements per months for the remaining months of each year;
  - C. support for go-live of new Third Party Supplier modules on release by the Third Party Supplier.
- (g) The Services described above are in addition to the obligations of the Supplier under the Services Module.

## 4.2 Deliverables and Specifications

- (a) The Deliverables to be provided and the Specifications applicable to each Deliverable are detailed in the below table.
- (b) The Supplier must provide the Deliverables in accordance with the Specifications and the other requirements of this Agreement by the Date for Delivery specified in

the table (or such other timeframe as agreed by the parties in writing or in the Project Plan approved by the Customer).

- (c) Where a Deliverable:
  - (i) is designated as a Document Deliverable clause 8 of the ICTA applies to the Deliverable, including any updates to it;
  - (ii) is subject to Acceptance Testing, clause 14 of the ICTA and section 12 of this Statement of Work applies to the Deliverable.
  
- (d) The table includes indicative approval or Acceptance timeframes, as applicable depending on whether the Deliverable is a Document Deliverable or subject to Acceptance Testing. Without limiting the procedures and timeframes for:
  - (i) approval by the Customer of a Document Deliverable in accordance with clause 8 of the ICTA; or
  - (ii) Acceptance of a Deliverable subject to Acceptance Testing in accordance with clause 14 of the ICTA,

the Customer will use its best efforts to approve or Accept (as the case requires) a Deliverable within the indicative approval or Acceptance timeframe specified in the table.

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
1	Project Management and Governance	Project Plan	<p>Expansion of the initial project plan in section 10 of this Statement of Work to include detailed tasks to deliver the Services and Deliverables.</p> <p>The Deliverable must:</p> <ul style="list-style-type: none"> <li>• provide a detailed schedule for: <ul style="list-style-type: none"> <li>○ providing all Services and Deliverables, and meeting Dates for Delivery, under this Agreement;</li> <li>○ start and finish dates for each phase, Workstream and sprint;</li> <li>○ start and finish dates for stakeholder engagement activities during each phase, Workstream and sprint (as applicable); and</li> <li>○ workshops, regular status meetings and other meetings where the Supplier needs input from the Customer; and</li> </ul> </li> <li>• set out the proposed allocation of activities and resources to each Workstream and sprint; and identify key project risks and proposed mitigations.</li> </ul> <p>This is a Document Deliverable in Microsoft Project Gantt and Word.</p>	5 Business Days	<p>EOW 3 (LGP) EOW 9 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP Project Plan and one Deliverable in relation to the updated Project Plan for WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
2	Project Management and Governance	Business Contingency Plan	<p>A Business Contingency Plan will be documented in accordance with clause 25.2 of the ICTA. The business contingency plan delivered under the TESSA Statement of Work will be updated for this purpose.</p> <p>Deliverable must:</p> <ul style="list-style-type: none"> <li>• specify the procedures and plans to predict, avoid, remedy and mitigate internal or external problems (including any Disasters) that may have an adverse effect on the Supplier's Activities;</li> <li>• comply with the security standards, requirements and certifications required by the Agreement, including under clause 21 of the ICTA; and</li> <li>• be consistent with AS ISO 22301.</li> </ul> <p>The Business Contingency Plan is a Document Deliverable in Microsoft Word.</p>	5 Business Days	<p>EOW 3 (LGP and WILMA)</p> <p>For the avoidance of doubt, this Deliverable may be delivered as part of a single plan provided that it deals with both the LGP and WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
3	Project Management and Governance	Data Management and Protection Plan	<p>A written plan with respect to data management and protection that complies with clause 20.2 of the ICTA. The data management and protection plan delivered under the TESSA Statement of Work will be updated for this purpose.</p> <p>Deliverable must:</p> <ul style="list-style-type: none"> <li>• set out measures for how the Supplier and its Personnel will:               <ul style="list-style-type: none"> <li>○ comply with the Privacy Laws; and</li> <li>○ protect Personal Information;</li> </ul> </li> <li>• be consistent with the Privacy Laws and the security and privacy requirements under the Agreement, provided that, where the Privacy Laws and the security and privacy requirements under the Agreement both address standards in respect of same subject matter, the Data Management and Protection Plan must reflect the higher standard; and</li> <li>• cover such other matters as reasonably required by the Customer.</li> </ul> <p>The Data Management and Protection Plan is a Document Deliverable in Microsoft Word.</p>	5 Business Days	<p>EOW 4 (LGP and WILMA)</p> <p>For the avoidance of doubt, this Deliverable may be delivered as part of a single plan provided that it deals with both the LGP and WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
4	Project Management and Governance	Transition-In Plan	<p>A document outlining the handover from the Supplier's Implementation Team to the Ongoing Support Services Team. The Transition-In Plan for the LGP and the Transition-In Plan for WILMA will be based on the Transition-In Plan delivered under the TESSA Statement of Work</p> <p>Deliverable must, in relation to the Support Services and Managed Services:</p> <ul style="list-style-type: none"> <li>• set out the Supplier's understanding of the Customer's requirements in relation to the Services and the objectives to be met by the Supplier;</li> <li>• specify the Customer Users (including external Users authorised by the Customer) who will be supported by the Services;</li> <li>• specify any resources required (including any CSI or Customer assistance);</li> <li>• include a detailed description of the Transition-In Services to be provided in accordance with section 7 of this Statement of Work;</li> <li>• include a timeline for provision of the Transition-In Services; and</li> <li>• describe the transition approach and responsibilities.</li> </ul> <p>The Transition-In Plan is a Document Deliverable in Microsoft Word.</p>	5 Business Days	<p>EOW 10 (LGP) EOW 24 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
5	Project Management and Governance	Transition-Out Plan	<p>A Transition-Out Plan will be developed as per section 10 of this Statement of Work.</p> <p>Deliverable will contain the matters set out in clause 10.</p> <p>This is a Document Deliverable in Microsoft Word.</p>	5 Business Days	<p>Within 30 days of receiving a written request from the Customer (LGP and WILMA)</p> <p>For the avoidance of doubt, this Deliverable may be delivered as part of a single plan provided that it deals with both the LGP and WILMA.</p>



6	Project Management and Governance	Cyber Security Incident Management Plan	<p>A document pertaining to the Supplier's Cyber Security Incident Management processes for the Supplier's system, including access to the Software through the Supplier's system or by the Supplier or its Personnel. The cyber security incident management plan delivered under the TESSA Statement of Work will be updated for this purpose.</p> <p>Deliverable must:</p> <ul style="list-style-type: none"> <li>• be consistent with the Supplier's security obligations under the Agreement; and</li> <li>• set out the Supplier's processes to: <ul style="list-style-type: none"> <li>○ prepare for, monitor, detect, identify, report and protect against Cyber Security Incidents that could compromise the integrity of the Customer's operations or the Services and Deliverables in carrying out the Supplier's Activities;</li> <li>○ notify, investigate, diagnose, manage and contain a Cyber Security Incident;</li> <li>○ provide regular cyber security training for Supplier Personnel; and</li> <li>○ respond to, review and learn from a Cyber Security Incident to improve security and data handling practices and prevent future Cyber Security Incidents from occurring.</li> </ul> </li> </ul> <p>For the purposes of this Deliverable, Cyber Security Incident means a Security Incident arising from the unauthorised access or use of any information system, service or network.</p> <p>The Cyber Security Management Plan is a Document Deliverable in Microsoft Word.</p>	5 Business Days	<p>EOW 4 (LGP and WILMA)</p> <p>For the avoidance of doubt, this Deliverable may be delivered as part of a single plan provided that it deals with both the LGP and WILMA.</p>
7	Project Management	Status Report	This document will be used to report on progress against the initial project plan in section 10 of this	n/a	Fortnightly, commencing EOW 2 (LGP and WILMA)

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
	and Governance		<p>Statement of Work and, once approved by the Customer, the Project Plan. The template to be used will be the same as that used in the context of the TESSA Statement of Work.</p> <p>Deliverable must report:</p> <ul style="list-style-type: none"> <li>• progress against plan (completed in last sprint / focus for current sprint);</li> <li>• risks and issues;</li> <li>• schedule tracking;</li> <li>• against resource allocation using agile estimation methods (e.g. burn up, burn down and velocity)</li> <li>• any other material items relating to project implementation; and</li> <li>• any other matters reasonably requested by the Customer from time to time.</li> </ul> <p>This is a document in Microsoft PowerPoint format.</p>		<p>For the avoidance of doubt, this Deliverable may be delivered as part of a single report provided that it deals with both the LGP and WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
8	Solution Design and Documentation	High-Level Design	<p>Document consisting of a high-level Solution architecture and design to be implemented, describing how the Solution will meet the Customer's requirements, Specifications for build.</p> <p>Deliverable must:</p> <ul style="list-style-type: none"> <li>• describe the business intent, the Customer Environment and the Solution;</li> <li>• include technical solution notes with the included workflows;</li> <li>• describe acceptance criteria against which testing will be performed;</li> <li>• define the Epics (grouping of backlog items);</li> <li>• describe the user experience, including look and feel of the proposed Solution display (e.g. branding, colour scheme, etc); and</li> <li>• be based on, and consistent with, the Specifications, including the MVPRs specified in Annexure A.</li> </ul> <p>This is a Document Deliverable in Microsoft Word .</p>	2 Business Days	<p>EOW 4 (LGP) EOW 10 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
9	Solution Design and Documentation	Integration Design	<p>For the purposes of the Services Module, references to the Integration Design and the Solution mean the SI Specification and System, respectively.</p> <p>Documents the external interfaces design to be implemented, describing how the Solution will meet the Customer's requirements.</p> <p>Deliverable will contain, for each System Integration with a third party product (end point):</p> <ul style="list-style-type: none"> <li>• description of the purpose and scope of the System Integration Services;</li> <li>• description of source and destination systems;</li> <li>• assumptions and dependencies; and</li> <li>• an architecture diagram consisting of all the components of the systems showing how they will interact with each other when integrated.</li> </ul> <p>This is a Document Deliverable in Microsoft Word</p>	5 Business Days	<p>EOW 4 (LGP) EOW 10 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
10	Solution Design and Documentation	Refined Backlog	<p>The Supplier will update the Customer Backlog provided by the Customer with acceptance criteria documented during detailed design workshops, which once Accepted by the Customer will set out the Acceptance Criteria for each user story. Deliverable will:</p> <ul style="list-style-type: none"> <li>• set out acceptance criteria for each user story;</li> <li>• contain technical solution notes;</li> <li>• be drafted basis on persona-based articulation of the requirement.be categorised across Mandatory items, Burn up items and future items;</li> <li>• contain the effort associated with the delivery of each of the items contained within it;</li> <li>• describe the configuration to be undertaken to modules within the Third Party Supplier Customer Service Management application (including for the CSM tool to support help desk Services); and</li> <li>• be based on, and consistent with, the Specifications, including the MVPRs specified in Annexure A.</li> </ul> <p>This is a Deliverable to be provided in an industry standard agile development management tool (such as the Third Party Supplier's Agile Development Tool 2.0) to be agreed by IPART and is subject to Acceptance Testing.</p>	5 Business Days	<p>EOW 3 (LGP) EOW 9 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
11	Implementation, Deployment and Testing	Test Plan	<p>A document outlining the test process and scope with respect to the conduct of tests by the Supplier under clause 14.2 of the ICTA and this Statement of Work and the support to be provided by the Supplier to the Customer for Acceptance Testing by the Customer under this Statement of Work.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• environment strategy for build test and deployment;</li> <li>• types of testing and test cycles to be conducted, including regression testing;</li> <li>• test scope for all testing to be carried out by the Supplier;</li> <li>• approach to Acceptance Testing by the Customer;</li> <li>• entry and exit criteria for test phases;</li> <li>• definitions of 'Ready' and 'Done' for user stories in the Refined Backlog;</li> <li>• proposed test deliverables (which when the Test Plan is Accepted by the Customer become Deliverables); and</li> <li>• timeframes for provision of test results to the Customer.</li> </ul> <p>This is a Document Deliverable in Microsoft Word.</p>	5 Business Days	<p>EOW 4 (LGP) EOW 10 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP Test Plan and one Deliverable in relation to the updated Test Plan for WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
12	Implementation, Deployment and Testing	Built Solution: Customer Service Management application	<p>Configure:</p> <ul style="list-style-type: none"> <li>• Third Party Supplier Customer Service Management Professional:               <ul style="list-style-type: none"> <li>○ for workflow use cases, leveraging primarily the Out-of-the-box (OOTB) capabilities, configure notifications &amp; SLA's; and</li> <li>○ all modules within the LGP Solution and WILMA Solution in accordance with the Refined Backlog, including the CSM tool;</li> </ul> </li> <li>• Third Party Supplier Product integration leveraging primarily OOTB integration capabilities via Third Party Supplier IntegrationHub.</li> </ul> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• configured Third Party Supplier Customer Service Case Management Professional application as defined in the Refined Backlog, including the ability to upload case records</li> <li>• configuration consistent with High Level Design and Integration Design;</li> <li>• closed user stories from Refined Backlog (passed through testing by the Supplier);</li> <li>• configured integration with the Solution that meets the Specifications including the Refined Backlog, High Level Design and Integration Design; and</li> <li>• closed user stories from Refined Backlog for Integration.</li> </ul> <p>This a Solution Deliverable in the form of a platform build and is subject to Acceptance Testing.</p>	5 Business Days	<p>EOW 24 (LGP) EOW 24 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
13	Implementation, Deployment and Testing	Creation of Excel Load Template	<p>Excel templates to be populated with Customer Provided Data for upload into the Solution.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• Excel spreadsheet(s) for Reference Data</li> <li>• Excel spreadsheet(s) for Transaction Data</li> <li>• these spreadsheets will each include: <ul style="list-style-type: none"> <li>○ headers corresponding to data fields in the Software</li> <li>○ specifications for each field (such as formatting, validations and cross-field rules for example “alphanumeric, 10- chars, value depends on field y”)</li> </ul> </li> </ul> <p>This is a Document Deliverable in Microsoft Excel.</p>	5 Business Days	<p>EOW 9 (LGP) EOW 14 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>



	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
14	Implementation, Deployment and Testing	Data Migration Plan	<p>A document detailing the approach for Data Migration.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• Customer's data migration goals;</li> <li>• a data migration strategy that is appropriate for the Customer's needs and covers all appropriate planning and timetabling issues associated with the data migration Services, including:                             <ul style="list-style-type: none"> <li>○ description of the data migration Services to be performed consistent with this Statement of Work and the Services Module;</li> <li>○ staging and implementation of the data migration Services; and</li> <li>○ preparation/pre-migration activities to be performed;</li> </ul> </li> <li>• role and responsibilities; and</li> <li>• dependencies.</li> </ul> <p>This is a Document Deliverable in Microsoft Word.</p>	5 Business Days	<p>EOW 9 (LGP) EOW 14 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>
15	Implementation, Deployment and Testing	Data Migration Reports	<p>A document detailing the status of the data import into the Solution following mock conversions, dress rehearsal and Go Live uploads.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• upload errors;</li> <li>• details of any data that was not migrated and</li> <li>• Supplier's propose approach to rectifying errors.</li> </ul> <p>This is a Document Deliverable in Microsoft Excel.</p>	5 Business Days	<p>EOW 11 (LGP) EOW 19 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
16	Implementation, Deployment and Testing	Data Migration (production)	<p>Execute one-off production data loads for through provisioned Excel Load Templates in .XLS format for migrating.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>Customer Provided Data from completed Excel Load Templates is successfully uploaded to the Solution in accordance with the Data Migration Plan;</li> <li>Customer Provided Data is available in the Solution and has correctly and accurately mapped to applicable fields as indicated in completed Excel Load Template; and</li> <li>migrated data has been tested and accepted and all upload errors or Defects have been rectified.</li> </ul> <p>This a Solution Deliverable in the form of a platform build and is subject to Acceptance Testing.</p>	5 Business Days	<p>Start of week 25 (LGP) Start of week 25 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>
17	Implementation, Deployment and Testing	Defects remediated	<p>All prioritised Defects notified/logged are remediated in accordance with clause 14 of the ICTA (passed through re-testing).</p> <p>This is a Solution Deliverable in ServiceNow Agile Tooling and is subject to Acceptance Testing.</p>	5 Business Days	<p>EOW 24 (LGP) EOW 24 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
18	Training and Documentation	Training Plan	<p>A plan for delivery of the training Services and training materials.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• description of the type of training Services to be provided to Customer Users (including admin and other users);</li> <li>• roles and responsibilities of the parties including any CSI to be provided in connection with the training;</li> <li>• specify any maximum and/or minimum number of attendees per training course; and</li> <li>• proposed dates and times for delivery of the training</li> </ul> <p>This is a Document Deliverable in Microsoft PowerPoint.</p>	5 Business Days	<p>EOW 22 (LGP and WILMA)</p> <p>For the avoidance of doubt, this Deliverable may be delivered as part of a single plan provided that it deals with both the LGP and WILMA.</p>
19	Training and Documentation	Training Material(s)	<p>Documents to be used during training sessions for Customer Users (including admin and other users).</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• agenda;</li> <li>• scenario descriptions for each persona;</li> <li>• instructions; and</li> <li>• screenshots.</li> </ul> <p>This is a Document Deliverable in Microsoft PowerPoint.</p>	3 Business Days	<p>EOW 22 (LGP) EOW 22 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
20	Training and Documentation	Training Reports	<p>A document reporting the outcome of training.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>the status of the training;</li> <li>any issues that the Supplier has encountered in delivering the training;</li> <li>any "lessons learnt" or areas for future improvement; and</li> <li>names of all attendees per session attended.</li> </ul> <p>This is a document in Microsoft Word.</p>	n/a	<p>Fortnightly at the same time as the Status Reports for the duration of the training Services (LGP and WILMA)</p> <p>For the avoidance of doubt, this Deliverable may be delivered as part of a single report provided that it deals with both the LGP and WILMA.</p>
21	Training and Documentation	Solution Admin Manual	<p>High level guide, covering any specific maintenance tasks and details to access support channels.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>Feature-specific topics to guide admin users through common admin tasks with step-by-step instructions and screenshots. Common task coverage to be agreed with Customer.</li> </ul> <p>This is a Document Deliverable in Microsoft Word and forms part of the User Documentation.</p>	5 Business Days	<p>EOW 22 (LGP) EOW 22 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
22	Training and Documentation	User Manual	<p>High level guides with step-by-step guidelines for performing common tasks on the Software for Customer Users.</p> <p>Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• Feature-specific topics to guide users through common tasks with step-by-step instructions and screenshots. Common task coverage to be agreed with Customer.</li> </ul> <p>This is a Document Deliverable in Microsoft Word and forms part of the User Documentation.</p>	5 Business Days	<p>EOW 22 (LGP) EOW 22 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>

	Applicable Workstream	Deliverable	Specifications	Indicative approval / Acceptance Timeframe (as applicable)	Date for Delivery
23	Solution Design and Documentation	As Built	<p>Update to the High Level Design document to show the final implementation state, recording any deviations from the planned state. This Deliverable will form the key artefact to be handed over to the Supplier's Ongoing Support Services Team. For the avoidance of doubt, this Deliverable is not contingent on the scope of the Ongoing Support Services being agreed at a future date. Deliverable will contain:</p> <ul style="list-style-type: none"> <li>• purpose of the application;</li> <li>• index of acronyms;</li> <li>• version;</li> <li>• application scope &amp; namespace;</li> <li>• naming conventions;</li> <li>• source control;</li> <li>• user roles and entry points;</li> <li>• service accounts;</li> <li>• business logic flows;</li> <li>• field definitions;</li> <li>• data model;</li> <li>• list of the most critical and important scripts and their purpose;</li> <li>• list of tables created;</li> <li>• list of views;</li> <li>• security controls (access control lists, user criteria, other security measures);</li> <li>• data-sets and imports;</li> <li>• Integrations or external sources;</li> <li>• application dependencies / plugin activations; and</li> <li>• any other matters reasonably requested by the Customer.</li> </ul> <p>This is a Document Deliverable in Microsoft Word</p>	5 Business Days	<p>EOW 23 (LGP) EOW 23 (WILMA)</p> <p>For the avoidance of doubt, this is two separate Deliverables: one Deliverable in relation to the LGP and one Deliverable in relation to WILMA.</p>

### 4.3 Out-of-scope services and deliverables

The following services and deliverables are out-of-scope for the Supplier, except as otherwise provided in this Statement of Work:

- (a) configuration of MID Server, provided that the Supplier will provide instructions to the Customer on how to configure the MID Server in accordance with section 4.1(c)(iv) of this Statement of Work;
- (b) data extraction, mapping and transformation, provided that the Supplier will provide assistance as required in accordance with this Statement of Work.
- (c) troubleshooting of network connectivity issues - other than verification that issues are related to the Solution;
- (d) multi language support (only English language is supported);
- (e) infrastructure support for Third Party Supplier, logical/physical database administration, outside of the Solution infrastructure;
- (f) organisational change management beyond any inputs to the Change Plan as reasonably requested by the Customer;
- (g) configuration/remediation of third party systems, other than the Third Party Supplier Products;
- (h) responsibility for user adoption and process engineering;
- (i) acceptance testing activities beyond those described in clause 14 of the ICTA and this Statement of Work;
- (j) end user communications;
- (k) execution of penetration and accessibility testing; beyond support in coordination and any remediation;
- (l) configuration of third party product endpoints for integration with the Solution, other than the Third Party Supplier Products;
- (m) providing training or enhancing training materials other than as described in this Statement of Work;
- (n) triage of incoming help desk requests; and products or services of the Third Party Supplier other than the Third Party Supplier Products;
- (o) any data migration of historical transactional data for the LGP. For the avoidance of doubt, data migration is within scope for both the LGP and WILMA and data migration of historical transactional data is within scope for WILMA.

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## 5. Customer Supplied Items (CSI)

- (a) The Customer will provide the CSI by the Due Date specified in the table below, or such other timeframe as agreed by the parties in writing.
- (b) Without limiting clause 6.2 of the ICTA, the Supplier will advise the Customer as soon as practicable if there are issues or deficiencies in the CSI provided, and both parties will discuss in good faith to remedy the issue and minimise impact to the project.

Item No.	CSI	Due Date
1	Access to the Third Party Supplier Product production and pre-production environments	The first Business Day after the Deed of Variation adding this Statement of the Work to the ICTA has been executed
2	If requested by the Supplier, existing governance arrangements and information regarding relevant in-flight projects which the Customer determines is necessary for the Supplier to carry out the Supplier's Activities	EOW 1
3	Access to the Site (if required by the Customer in accordance with clause 6.10 of the ICTA and Item 16 of the Order Form) and any equipment necessary for the Supplier to deliver the Services at the Site.	As agreed by the parties if required by the Customer
4	Secure remote access and IT facilities as required to access Customer Environments e.g. virtual private network, and which the Customer determines is necessary for the Supplier to carry out the Supplier's Activities	5 Business Days after the Customer determines it is necessary
5	Current state process maps and architecture diagrams which the Customer determines is necessary for the Supplier to carry out the Supplier's Activities	The first Business Day after the Deed of Variation adding this Statement of the Work to the ICTA has been executed
6	Customer Backlog	For the LGP, the first Business Day after the Deed of Variation adding this Statement of the Work to the ICTA has been executed  For WILMA, 13 February 2023
7	Collaboration tooling. Access to any Customer systems that the Supplier is required to use for collaboration such as, Microsoft Teams, , Sharepoint, and provision any necessary credentials required	5 Business Days after receiving a list of Supplier Personnel that need access to the relevant tool
8	Customer Policies, Codes, Standards and other reference materials for relevant systems / platforms /implementations, including security standards (other than those for which links are set out in the Agreement) and, provided they exist, any existing precedents or patterns for IT implementation (e.g. integration patterns)	EOW 1
9	Project management frameworks / templates that the Customer requires the Supplier to use	EOW 1



Item No.	CSI	Due Date
10	Branding resources such as corporate style guidelines, public/intranet example pages, colour schemes, fonts, images/icons	EOW 3
11	Data for use in test environments which must either be "dummy" data or in anonymised format (not containing any Personal Information)	EOW 12, 17, 23, 28
12	Customer Provided Data for the purposes of Data Migration (to be provided in Excel Load Template)	Prior to production data load
14	Pre-requisites as agreed by the parties in writing, such as MID Server installation, SSO certificates, integrations within the test environment.	Prior to the sprint in which relevant build is required
15	Access to Other Suppliers or third party platforms and applications that the Customer determines necessary for Supplier to deliver the Supplier's Activities (e.g. in relation to Systems Integration Services). Such as: <ul style="list-style-type: none"> <li>• access to platform architectures and customisations</li> <li>• access to data architectures and flows</li> </ul>	Date to be agreed by the parties in writing
16	Customer to have all inputs required to start discovery for the LGP Solution and WILMA Solution by specified timeframe. Required inputs are: <ul style="list-style-type: none"> <li>• Backlog of stories</li> <li>• Process flows</li> </ul>	09/01/2023 (LGP) 13/02/2023 (WILMA)

## 6. Key Milestones

The two tables below specify all Deliverables (as detailed in section 4.2) to be approved or Accepted and other tasks to be completed in respect of each Key Milestone and the Dates for Delivery of the Key Milestones:

Key Milestone ID (LGP and WILMA)	Key Milestone	Date for Delivery
001	Discovery Design LGP <ul style="list-style-type: none"> <li>• Project Plan</li> <li>• Business Contingency Plan</li> <li>• Data Management and Protection Plan</li> <li>• Cyber Security Incident Management Plan</li> <li>• High-Level Design</li> </ul>	EOW 3

	<ul style="list-style-type: none"> <li>Refined Backlog (categorisation of Mandatory, Burn up and future items)</li> <li>completion of all workshops in section 11.1(c)</li> </ul>	
002	Build Complete – 33% LGP	EOW 6
003	<p>Build Complete LGP</p> <p>100% of Refined Backlog completed</p> <ul style="list-style-type: none"> <li>completion of sprint testing in accordance with clause 12.2 for 100% of user stories categorised as Mandatory in Refined Backlog</li> <li>completion of sprint testing in accordance with clause 12.2 for user stories categorised as Burn up in Refined Backlog, provided these user stories are within the available contingency</li> </ul>	EOW 10
004	<p>Discovery Design WILMA</p> <ul style="list-style-type: none"> <li>Project Plan</li> <li>Business Contingency Plan</li> <li>Data Management and Protection Plan</li> <li>Cyber Security Incident Management Plan</li> <li>High-Level Design</li> <li>Refined Backlog (categorisation of Mandatory, Burn up and future items)</li> </ul>	EOW 9
005	Build Complete – 20% WILMA	EOW 12
006	Build Complete – 60% WILMA	EOW 16
007	<p>Build Complete WILMA</p> <ul style="list-style-type: none"> <li>completion of sprint testing in accordance with clause 12.2 for 100% of user stories categorised as Mandatory in Refined Backlog</li> <li>completion of sprint testing in accordance with clause 12.2 for user stories categorised as Burn up in Refined Backlog, provided these user stories are within the available contingency</li> </ul>	EOW 20

008	Test Complete LGP • SIT and UAT completed	EOW 23
009	Test Complete WILMA • SIT and UAT completed	EOW 23
010	Solution Go Live LGP and WILMA • Data Migration (production) • Built Solution Accepted and live	Start of week 25
011	Hypercare Services completed LGP and WILMA • delivery of hypercare Services in accordance with section 4.1(d)(iii)	EOW 27

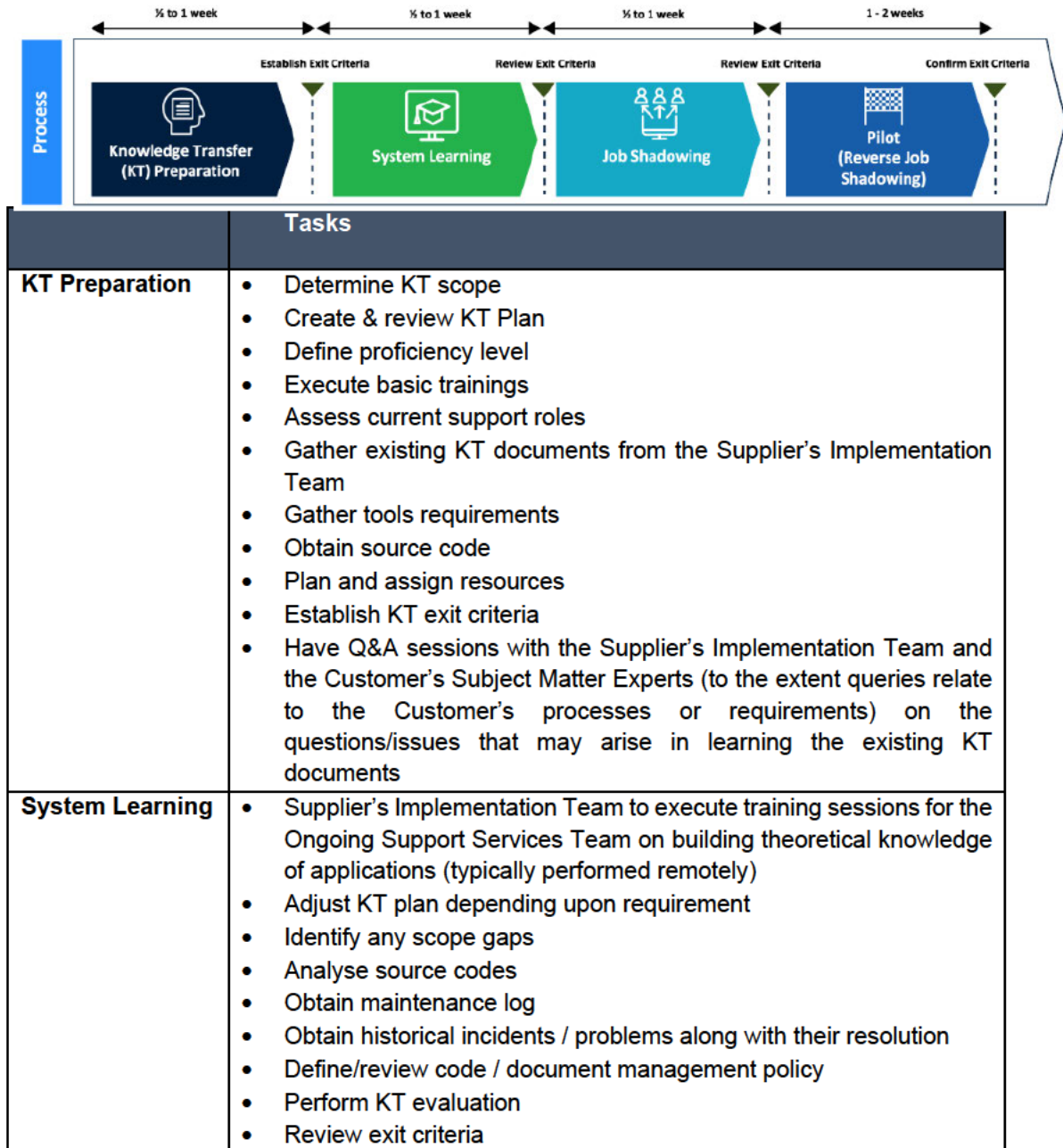
Key Milestone ID (Data-sharing API)	Key Milestone	Date for Delivery
Data-Sharing API Integration Milestone 1	Data Sharing API Integration moved to production for TESSA	Start of week 12 (March release)

## 7. Transition-In Services

- (a) The Transition-In Services are to be provided as part of the Ongoing Support Services Workstream; however, for the avoidance of doubt, the Transition-In Services are not contingent on the scope of the Ongoing Support Services being agreed at a future date. In this section 7, a reference to the Ongoing Support Services Team is taken to be a reference to the Supplier's offshore Ongoing Support Services Team (subject to the scope of Support Services being confirmed at a later date) or an alternative Support Services Team notified to the Supplier by the Customer in writing.
- (b) This section 7 applies in addition to the requirements in clause 7 of the ICTA and clause 9.3 of the Services Module.
- (c) The Customer will make available its Personnel, including its Subject Matter Experts, to assist the Supplier in carrying out the Transition-In Services.
- (d) The Transition-In Services will be provided over a four-week period commencing at least two weeks prior to the Go Live Date and will include four sub-stages:
- (i) knowledge transfer (KT) preparation;
  - (ii) system learning;
  - (iii) job shadowing; and
  - (iv) pilot (reverse job shadowing).
- (e) The Transition-In Services comprise the activities to be carried out by the Supplier to ensure the Ongoing Support Services Team:

- (i) understands the Solution and Customer’s Environment, processes and requirements; and
- (ii) is prepared to provide the Support Services, including help desk Services, and

includes the activities corresponding to each of the sub-stages in the table below.



	Tasks
<b>Job Shadowing</b>	<ul style="list-style-type: none"> <li>• Observe the Supplier's Implementation Team and Customer Subject Matter Experts as the application specific tasks are performed</li> <li>• Gradually perform sub-tasks within the overall application tasks</li> <li>• Output reviewed by the Supplier's Implementation Team and the Customer</li> <li>• On-the-Job Training</li> <li>• Document executed tasks for each application</li> <li>• Review documentation</li> <li>• Perform KT evaluation</li> <li>• Review exit criteria</li> </ul>
<b>Reverse Job Showing</b>	<ul style="list-style-type: none"> <li>• Execute actual tasks under the Supplier's Implementation Team supervision</li> <li>• Tasks performed by Ongoing Support Services Team increase in complexity</li> <li>• Output reviewed by the Supplier's Implementation Team and the Customer</li> <li>• Perform KT evaluation</li> <li>• Confirm exit criteria</li> <li>• Approval of completion of Transition-In Services received from Customer</li> </ul>

- (f) Structured regular, daily cadence will be used during Job Shadow and Reverse Job Shadow sub-stages for the participants to review and agree on their focus day to day whilst working remotely. This structure is outlined below and would involve Supplier resources, with no inputs expected from Customer resources.

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## 8. Transition-Out Services

- (a) This section 8 applies in addition to clause 31 of the ICTA and clause 9.7 of the Services Module.
- (b) When notified by the Customer, the Supplier will develop, for approval by the Customer, a Transition-Out Plan. The Transition-Out Plan will contain at a minimum the following:
- (i) the transition-out or disengagement activities to be carried out by the Supplier including:
    - A. the extraction, retrieval or return of Customer Data in accordance with clause 32.1 of the ICTA (to the extent applicable);
    - B. the return of CSI to the Customer; and
    - C. if requested by the Customer, the activities set out in clause 9.7(b) of the Services Module;
  - (ii) the activities to be carried out by the Customer;
  - (iii) a knowledge transfer plan from the Supplier to the Customer or an alternative service provider;

- (iv) the timeframes within which the Supplier will perform its obligations under the Transition-Out Plan;
- (v) any charges, or the basis or methodology for the calculation of charges, which the Customer will pay the Supplier to perform the Services described in the Transition-Out Plan; and
- (vi) any other matters reasonably requested by the Customer.

## 9. Roles and responsibilities

### 9.1 Responsibilities

- (a) The parties will partner closely on the implementation of the Solution. The table in paragraph (d) describes the responsibilities to be performed by each party during implementation. The table in paragraph (e) describes the responsibilities to be performed by each party during the Ongoing Support Services Workstream. For the avoidance of doubt, the table in paragraph (e) applies to the Hypercare Services and, to that extent, is not contingent on the scope of the Ongoing Support Services being agreed at a future date.
- (b) Letters used in the tables in this section 9.1 have the following meaning:
  - R - Responsible** – Those who do the work to achieve a task. There is typically one role with a participation type of Responsible.
  - A - Accountable** – Those who are ultimately accountable for the correct and thorough completion of the deliverable or task, and the one to whom Responsible is accountable. Typically, the Process Owner is Accountable for a process, and there will be only one Accountable specified for each task or deliverable.
  - C - Consulted** – Those who are not directly involved in a process but provide inputs and whose opinions are sought.
  - I - Informed** – Those who receive outputs from a process or are kept up-to-date on progress, often only on completion of the task or deliverable.
- (c) Where there is any inconsistency between the allocation of responsibilities described in the tables in paragraphs (d) and (e) and another section of this Statement of Work, the other section of the Statement of Work takes precedence. The order of precedence in clause 1.3 of the ICTA applies to inconsistencies with any other document forming part of the Agreement.
- (d) **Solution Implementation RACI**

Item	Supplier	Customer
Programme governance		
Overall programme governance	R	A, R
Project support and project management for all Services and Deliverables	A, R	C, I
Facilitation and cooperation with Third Party Supplier	A, R	C, I
Customer stakeholder management	C, I	A, R
Examine		



Item	Supplier	Customer
Recommended Industry Best Practice guidance for Software	A, R	C, I
Recommended process guidance for Customer's operations	A, R	C, I
Plan, Create, Transition		
Architecture and design, including associated Services and Deliverables	A, R	C, I
Functional design, including associated Services and Deliverables	A, R	C, I
Technical design, including associated Services and Deliverables	A, R	C, I
Code deployment (Dev->Test->Prod)	A, R	C, I
Setup of MID Server	C, I	A, R
Refined Backlog implementation	A, R	C, I
Build and configure Solution	A, R	C, I
Testing of Deliverables by Supplier	A, R	C, I
Building of test cases for Acceptance Testing by Customer	C, I	A, R
Integration testing	A, R	C, I
Testing of the completed Solution by the Supplier	A, R	C
Customer Acceptance Testing	C, I	A, R
Customer Acceptance Testing - sign-off	C, I	A, R
Provision of all CSI	C, I	A, R
Provision of Customer Provided Data	C, I	A, R
Business deployment coordination for Go-Live	R	A, R
Handover from Supplier Implementation Team to Supplier Ongoing Support Services Team	A, R	C, I
Data Migration		
Data discovery	C, I	R, A
Data cleansing	C, I	R, A
Data Migration Workshop - facilitation	A, R	R, C
Data Migration Workshop - participation	C, I	R, A
Field mapping	R, C	R, A
Creation of Excel Load Template	A, R	C

Item	Supplier	Customer
Create data structures to hold migrated data	A, R	C
Create data structure layout in Solution	A, R	C
Configure data load process	A, R	I
Extracting data from legacy system	C, I	A, R
Perform data transforms	C, I	A, R
Populate Excel Load Template(s)	C, I	A, R
Conduct data migration test uploads	A, R	I
Provide clarifications for any unexpected data encountered or behaviour found during test uploads	C, I	R, A
Provide Data Migration Report following test loads and dress rehearsal	A, R	I
Acceptance and validation of data upload following test loads and dress rehearsal	C, I	A, R
Perform further data cleansing as required in Excel Load Template	C, I	A, R
Conduct Go-Live data migration upload	A, R	I
Provide Data Migration Report following Go Live data migration upload	A, R	I
Acceptance and validation of Go Live data migration upload in production environment	C, I	A, R
Hypercare		
Hypercare Services	A, R	C, I

- (e) **Ongoing Support Services RACI, applies to the Hypercare Services but is otherwise subject to confirmation of the scope of the Support Services**

Item	Supplier	Customer
Onboarding of resources	A, R	C, I
Provision of all CSI (to extent not already provided)	R	A, R
Knowledge Transfer Preparation	A, R	C, I
Transition-In Services and Knowledge Transfer	A, R	C, I
Operations readiness test	A, R	C, I



Item	Supplier	Customer
Parallel run operations		
<ul style="list-style-type: none"> <li>transition from Supplier's Implementation Team to Supplier's Ongoing Support Services Team</li> <li>job shadowing / reverse shadowing</li> </ul>	A, R	R, C
Go-Live of Support Services	A, R	C, I
Creation of Incident/Service Request and Problem tickets related to Solution	I	A, R
Help desk Service (excluding Level 1)	A, R	C
Analysis, resolution, fulfillment and escalation of assigned tickets	A, R	C, I
Escalation of tickets related to Third Party Supplier Products to Third Party Supplier	A, R	C, I
Escalation of tickets related to products of Other Supplier	C, I	A, R
Conduct Problem investigation and root cause analysis	A, R	C, I
Administration and health check of Solution	A, R	C, I
Platform patches and platform upgrades (up to once a year)	A, R	C, I
Monthly and quarterly reporting	A, R	C, I
Creation of requests for enhancements to the Solution	C, I	A, R
Analysis, development and execution of enhancements up to monthly allotment	A, R	C, I
Testing by the Supplier of enhancements prior to delivery	A, R	C, I
Acceptance Testing by the Customer of enhancements	C, I	A, R
Rectification of Defects in enhancements	A, R	I
Release management of minor enhancements	A, R	C, I
Support and maintenance of the CSM tool	A, R	C, I

## 9.2 Supplier and Customer project implementation teams

- (a) The parties will each maintain a project implementation team from the Commencement Date up to and including the date of acceptance by the Customer of the final Key Milestone.
- (b) The members of the Supplier's Implementation Team, which is responsible for the Supplier's Activities until the final Key Milestone is accepted by the Customer, and their roles are described in the below table.

Role	Role Description
Project Manager	Accountable for overseeing programme delivery according to both Supplier leading practices and Best Industry Practice. Leads the technical and operational activities being carried out by the development team, manages scope and resources from a Supplier technical perspective, and directs the day-to-day course of activities within the project team.
Capability Project Manager	Provides oversight for the capability team according to both Supplier leading practices and Best Industry Practice
Architect	This role is responsible for the architectural and design activities and Deliverables. Ensures that all Deliverables are reviewed and approved through the appropriate governance before submission for approval or Acceptance by the Customer.
Technical Lead	Serves as the primary contact for directing and developing the configuration of the Solution. Oversees developers responsible for delivering work through each sprint based on Refined Backlog – turning Customer requirements into testable product.
Developer(s)	Core developers responsible for delivering work through each sprint based on Refined Backlog – turning Customer requirements into testable product.
UI Developer	Core developer responsible for delivering the Solution front-end through each sprint based on Refined Backlog and wireframes.
Migration Specialist	Data migration specialist available to provide guidance to the Customer about data transformation and other data migration activities.
Business Process Consultant	Evaluating business processes, review and evaluate requirements, uncovering areas for improvement, and translating requirements into technical stories for inclusion in Refined Backlog. Responsible for ensuring all the process changes are communicated to Customer's Change Manager.
Tester	Designing test cases, executing functional test cases, documenting results of test runs, raising tickets to capture and track Defects.
Trainer	Responsible for preparing Training Materials and delivering training to Customer Users.

- (c) The members of the Customer's Implementation Team, which will provide assistance and input to the Supplier until the final Key Milestone is accepted by the Customer, and their roles are described in the below table

Role	Role Description
Project Sponsor	Acts as the project sponsor for the Customer. Responsible for resolving escalated issues according to the agreed governance escalation procedures.
Product Owners	Owner(s) of Customer requirements of the Solution.
Project Manager	Accountable for overseeing program and directs the day-to-day course of activities within the Customer's Implementation Team.
Architect	Responsible for advising on overall solution design and providing recommended practice thought leadership to the technical delivery team. To be consulted on all high-level design, architecture and build decisions.
Process Owner(s)	Advising the Product Owners on Customer requirements for the Solution, including the priority and outcome of development. Key participant in workshops for Software or process.
Subject Matter Experts	Provides expertise as required and troubleshoot and solve issues encountered on relevant areas.
Acceptance Testers	Responsible for organising and executing UAT testing.
Change Manager	Accountable for change management deliverables and delivery of change.

### 9.3 Supplier Ongoing Support Services Team

- (a) Subject to the confirmation of the scope of support services, the Supplier will maintain an Ongoing Support Services Team, which is responsible for the Supplier's Activities from the Go Live Date.
- (b) The members and their roles of the Ongoing Support Services Team are described in the table below.

Role	Role Description
Customer Service Manager	Onshore point of contact for escalations and monthly checkpoint meetings
Managed Services Project Manger	Leads the technical and operational activities being carried out by the ServiceNow Managed Services team, manages scope and resources from a ServiceNow technical perspective, and directs the day-to-day course of activities within the ServiceNow technical team.
Managed Services Technical Lead	Leads the Ongoing Support Services Team and focus on the delivery of the Support Services in accordance with the Specifications, Services Levels and timeframes for delivery under the Agreement and this Statement of Work.
Managed Services Support Specialist	Core support/developer expert responsible for supporting delivering work based on Service Levels.
MS Support Requests & Enhancements	Support resource responsible for supporting and delivering work based on Service Levels.
MS Minor Enhancement	Developer responsible for supporting and delivering incremental enhancement work scope

### 9.4 Nominated Personnel

- (a) The Supplier's Nominated Personnel and their roles, which correspond to the role descriptions set out in sections 9.2(b) and 9.3 of this Statement of Work, are set out in the below table.

Nominated Personnel's name and position	Role/responsibility
To be notified by the Supplier in writing by 9 January 2023.	Project Manager
Smriti Mahajan	Technical Lead

- (b) Without limiting clause 11.1 and 11.2 of the ICTA:
- (i) the Supplier must ensure that Nominated Personnel are available:

- A. during Business Hours, other than for absences reasonably approved by the Supplier (such as sickness, personal or other leave); and
- B. outside of Business Hours where reasonably requested by the Customer:
- C. during any periods of Hypercare;
- D. during data migration;
- E. to rectify any Defects that materially affect the functionality of the Solution; and
- F. to respond to any Security Incident.

(ii) where any of the Nominated Personnel will be unavailable to perform their allocated role or responsibilities for any reason for a period of 3 Business Days or more, the Supplier will promptly notify the Customer and provide contact details for an alternative point of contact.

## 10. Initial project plan

An initial project plan is set out below:

ID	Task Name	Duration	Start	Finish	Predecessors	Successors
1	<b>IPART Local Government &amp; WILMA Implementation</b>	135 days	Mon 9/01	Fri 14/07		
2	<b>Milestones</b>	120 days	Fri 27/01	Fri 14/07		
3	WILMA discovery entry criteria	0 days	Mon 13/02	Mon 13/02		109,110,111
4	User stories baselined (LGP)	0 days	Fri 27/01	Fri 27/01	107	
5	User stories baselined (WILMA)	0 days	Fri 10/03	Fri 10/03	112	
6	Design complete (LGP)	0 days	Fri 27/01	Fri 27/01	97,98	
7	Design complete (WILMA)	0 days	Fri 10/03	Fri 10/03	100,101	
8	Build complete - 33% (LGP)	0 days	Fri 17/02	Fri 17/02	119	
9	Build complete (LGP)	0 days	Fri 17/03	Fri 17/03	121	
10	Build complete - 20% (WILMA)	0 days	Fri 31/03	Fri 31/03	134	

11	Build complete - 60% (WILMA)	0 days	Fri 28/04	Fri 28/04	136	
12	Build complete (WILMA)	0 days	Fri 26/05	Fri 26/05	138	
13	Testing complete	0 days	Fri 16/06	Fri 16/06	152,124,141	
14	Go-live readiness	0 days	Thu 22/06	Thu 22/06	161,156,152,159	
15	LG GO-LIVE	0 days	Mon 26/06	Mon 26/06	162	164FS-1 day
16	WILMA GO-LIVE	0 days	Mon 26/06	Mon 26/06	162	164FS-1 day
17	Hypercare closed	0 days	Fri 7/07	Fri 7/07	164	
18	Handover to Run	0 days	Fri 7/07	Fri 7/07	164	
19	Project closed	0 days	Fri 14/07	Fri 14/07	69	
<b>20</b>	<b>Deliverables</b>	<b>115 days</b>	<b>Fri 20/01</b>	<b>Fri 30/06</b>		
21	User story backlog (in-system)	0 days	Fri 10/03	Fri 10/03	107,112	
<b>22</b>	<b>Status Report (ppt)</b>	<b>115 days</b>	<b>Fri 20/01</b>	<b>Fri 30/06</b>		
47	HL Design (docx) (LGP)	0 days	Fri 27/01	Fri 27/01	97	
48	Integration Design (docx) (LGP)	0 days	Fri 27/01	Fri 27/01	98	
49	HL Design (docx) (WILMA)	0 days	Fri 10/03	Fri 10/03	100	
50	Integration Design (docx) (WILMA)	0 days	Fri 10/03	Fri 10/03	101	
51	Test plan (docx)	0 days	Fri 17/03	Fri 17/03	146	
52	Training plan	0 days	Fri 9/06	Fri 9/06	155,158	
53	Training material	0 days	Fri 9/06	Fri 9/06	155,158	
54	Admin manual	0 days	Fri 2/06	Fri 2/06	143	
55	User manual	0 days	Fri 2/06	Fri 2/06	143	

56	Data migration plan (docx) (WILMA)	0 days	Fri 24/02	Fri 24/02	123	
57	Data load templates (WILMA)	0 days	Fri 24/02	Fri 24/02	123	
58	Data migration plan (docx) (WILMA)	0 days	Fri 14/04	Fri 14/04	140	
59	Data load templates (WILMA)	0 days	Fri 14/04	Fri 14/04	140	
60	Data migration report (LGP)	0 days	Mon 26/06	Mon 26/06	162	
61	Data migration report (WILMA)	0 days	Mon 26/06	Mon 26/06	162	
62	As-build documentation	0 days	Fri 2/06	Fri 2/06	143	
63	Solution Build (system) (LGP)	0 days	Fri 16/06	Fri 16/06	152	
64	Solution Build (system) (WILMA)	0 days	Fri 16/06	Fri 16/06	152	
<b>65</b>	<b>Program &amp; Project Management</b>	<b>135 days</b>	<b>Mon 9/01</b>	<b>Fri 14/07</b>		
66	Kick-off	1 day	Mon 9/01	Mon 9/01		
67	Mobilise project team	5 days	Mon 9/01	Fri 13/01		68,115,128
68	Manage project	130 days	Mon 16/01	Fri 14/07	67	
69	Close project	5 days	Mon 10/07	Fri 14/07	164	19
<b>70</b>	<b>Architecture &amp; Technical Governance</b>	<b>115 days</b>	<b>Wed 18/01</b>	<b>Wed 28/06</b>		
<b>71</b>	<b>Govern Technical Architecture</b>	<b>115 days</b>	<b>Wed 18/01</b>	<b>Wed 28/06</b>		
<b>96</b>	<b>Design LGP</b>	<b>5 days</b>	<b>Mon 23/01</b>	<b>Fri 27/01</b>		
97	Design solution	5 days	Mon 23/01	Fri 27/01	107FS-5 days	115,146,47,6
98	Design integration	5 days	Mon 23/01	Fri 27/01	107FS-5 days	115,146,48,6



99	Design WILMA	5 days	Mon 6/03	Fri 10/03		
102	Design, Build & Unit Test	105 days	Mon 9/01	Fri 2/06		
103	Discovery (LGP)	15 days	Mon 9/01	Fri 27/01		
108	Discovery (WILMA)	20 days	Mon 13/02	Fri 10/03		
113	Execute Sprints (LGP)	35 days	Mon 30/01	Fri 17/03		
114	Sprint	30 days	Mon 30/01	Fri 10/03		
118	Business Verification Testing	25 days	Mon 13/02	Fri 17/03		
122	Plan & test Data Migration (LGP)	28 days	Mon 13/02	Wed 22/03		
126	Execute Sprints (WILMA)	55 days	Mon 13/03	Fri 26/05		
127	Sprint	50 days	Mon 13/03	Fri 19/05		
133	Business Verification Testing	45 days	Mon 27/03	Fri 26/05		
139	Plan & test Data Migration (WILMA)	38 days	Mon 27/03	Wed 17/05		
143	Document as-built	10 days	Mon 22/05	Fri 2/06	117,132	161,54,55,62
144	Testing	70 days	Mon 13/03	Fri 16/06		
145	Plan testing	5 days	Mon 13/03	Fri 17/03		
147	Execute testing (LGP & WILMA)	15 days	Mon 29/05	Fri 16/06		
152	Remediate defects (LGP & WILMA)	15 days	Mon 29/05	Fri 16/06	148SS	161,13,64,14,63
153	Organisational Change Management	104 days	Mon 30/01	Thu 22/06		
154	Conduct Change Management (LGP)	95 days	Mon 30/01	Fri 9/06	115SS,149FF	162

155	Enable training (LGP)	5 days	Mon 5/06	Fri 9/06	117,130,149SS	156,52,53
156	Conduct training (LGP)	9 days	Mon 12/06	Thu 22/06	155	162,14
157	Conduct Change Management (WILMA)	65 days	Mon 20/03	Fri 16/06	128SS,150FF	162
158	Enable training (WILMA)	5 days	Mon 5/06	Fri 9/06	117,130,150SS	159,52,53
159	Conduct training (WILMA)	9 days	Mon 12/06	Thu 22/06	158	162,14
<b>160</b>	<b>Go-live</b>	<b>6 days</b>	<b>Mon 19/06</b>	<b>Mon 26/06</b>		
161	Go-live planning	3 days	Mon 19/06	Wed 21/06	152,143,125,142	162,14
162	Go-live transition	2 days	Fri 23/06	Mon 26/06	161,156,154,149,157,159	15,61,16,60
<b>163</b>	<b>Support</b>	<b>10 days</b>	<b>Mon 26/06</b>	<b>Fri 7/07</b>		
164	Provide Hypercare	10 days	Mon 26/06	Fri 7/07	15FS-1 day,16FS-1 day	17,69,18

## 11. Stages and methodology

### 11.1 Solution Implementation

- (a) The Supplier will provide a pool of resources to work in an agile, mixed team with Customer Personnel, to deliver the Solution, through initiation and design workshops followed by iterations of build sprints, testing then production deployment and Hypercare.
- (b) **Initiate.** The purpose of this phase is to:
- (i) introduce the teams;
  - (ii) conduct official project kick-off;
  - (iii) familiarise the team members with:
    - A. project scope;
    - B. Dates for Delivery;
    - C. Customer requirements;



- D. project governance;
  - E. roles and responsibilities;
  - F. implementation methodology; and
  - G. sources of information and tools to be used;
- (iv) receive, inspect and assess Customer Supplied Items to be provided by EOW 1;
  - (v) schedule and prepare for workshops; and
  - (vi) ensure Third Party Supplier Product readiness.
- (c) **Workshops and Design.** Through a series of workshops the Supplier will gain an understanding of the Customer Backlog, and add technical notes and update initial acceptance criteria for inclusion in the Refined Backlog for the Customer's Acceptance to progress to the build phase. These workshops will inform the High-Level Design. The parties may agree additional workshops if required.
- (i) **Foundation and Core Workshop.** The purpose of the Foundation and Core Workshop is to:
    - A. discuss prerequisites required for build and plan to complete (for example email setup, MID Server configuration details);
    - B. identify any key decisions needed from the Customer including security components and application control protocols in line with the Customer's Policies, Codes and Standards and other requirements; this includes
      - 1) reviewing the standard Instance Security Hardening Settings values for the security-related system properties and plugins in the Software, including:
        - a) Access controls (Instance security hardening). Access controls determine whether access to a particular resource should be granted or denied. It only allows access to resources to those users permitted to use them.
        - b) Attachments (Instance security hardening). Many Software business processes allow for the upload of data/information. The Software regularly checks the validity and security of text, but accepting these files can introduce even more risk.
        - c) Email security (Instance security hardening). This section contains security controls an administrator can configure to ensure that proper security policies are in place for all inbound emails.

- d) Input validation (Instance security hardening). The Software performs input validation to prevent issues that result from the entry of malformed data.
  - e) Secure communications (Instance security hardening). The secure communication properties relate to the security of the transportation of HTTP traffic.
  - f) Security inclusion listing (Instance security hardening). A 'positive' security model (also known as an 'inclusion list') is one that defines what is allowed, and rejects everything else. This contains security controls that an administrator can configure to restrict behaviour to known inclusion lists.
  - g) Session management (Instance security hardening). Session management helps to properly identify traffic that belongs to a specific user.
- 2) reviewing other settings and security resources in the Software. Additional security properties can be set outside of the Instance Security Center, such as:
- a) Logging, auditing, and errors. Apply a logging and auditing strategy so that you can identify and act on suspicious activity in a timely manner.
  - b) MID Server secure deployment (Instance security hardening). The ServiceNow Management, Integration, and Discovery (MID) server is a lightweight Java application that runs as a Windows service or UNIX daemon on standard hardware, including virtual machines.
  - c) Revertible behaviour. There are system properties that are categorized as either 'safe\_overrides' or 'no\_db\_override'.
- 3) setting the settings described in paragraphs 1) and 2) in line with the Customer's desired compliance levels;
- 4) identifying foundation data to be configured, including:
- a) business units;
  - b) departments;
  - c) locations;

- d) Users;
  - e) groups;
  - f) cost centres;
  - g) companies;
  - h) vendors;
  - i) manufacturers; and
  - j) any other categories of data that need to be configured in order to meet the Customer's requirements;
- 5) identifying SSO prerequisites and Customer requirements; and
  - 6) discuss Solution properties; and
- C. update Customer Backlog to be included in Refined Backlog for build.

(ii) **Integration Workshop.** The purpose of the Integration Workshop is to:

- A. introduce the Customer to Systems Integration methods and Best Industry Practice;
- B. review the Customer's requirements for Systems Integration (data flows, integration capabilities and attributes);
- C. for each third party product that will integrate with the Solution, discuss the Customer's requirements, including for:
  - 1) transaction volumes;
  - 2) synchronisation requirement (async or sync);
  - 3) one way or bi-directional;
  - 4) transport mechanism;
  - 5) security; and
  - 6) test scope including identifying environments;
- D. identify non-Software integration end-point custodians (whether the Customer or Other Supplier);
- E. discuss Systems Integration options and assumptions (including initiating data flows);
- F. discuss Systems Integration scenarios (which will illustrate how data will flow between the Solution and the third party products);
- G. agree the architecture for the Systems Integration based on Customer requirements and Best Industry Practice;

- H. identify and discuss approach to managing dependencies and risks;
  - I. agree expected behaviours at method call boundaries for each interface with a third party product; and
  - J. update Customer Backlog to be included in Refined Backlog for build.
- (iii) **Case Management Workshops.** A series of workshops the purpose of which is to inform the development of the Refined Backlog, including:
- A. walkthrough proposed process flows identifying business objectives that will impact functional process decisions;
  - B. walkthrough individual case management requirements from Customer Backlog;
  - C. identify configuration decisions the Customer needs to make;
  - D. update Customer Backlog to be included in Refined Backlog for build.
- (iv) **Portal Branding and Other functionality Workshop.** The purpose of the Portal Branding and Other Functionality Workshop is to:
- A. introduce the Customer to the portal for the Third Party Supplier Product and Supplier's recommended practices, including review of OOTB features, functions and key components;
  - B. showcase examples for design considerations;
  - C. identify use cases that the portal should fulfill – who, why, what and how Users are expected to interact with the portal, key pain points and needs;
  - D. receiving and reviewing CSI in relation to branding (such as fonts, logos, colour schemes, Customer style guidelines) and discussing how branding will be incorporated into the Solution;
  - E. use workshop inputs to create wireframes for playback to the Customer; and
  - F. update Customer Backlog to be included in Refined Backlog for build.
- (v) **Data Migration Workshops.** There will be a series of workshops to understand the data that will be migrated and the desired layout which informs the data structure. The purpose of these workshops is to:
- A. understand data structures for the data to be migrated;
  - B. identify the type of data structures for the data (reference or transactional)
  - C. identify the number of documents/source types that need to be migrated;

- D. discuss how and where migrated data needs to be presented in the Solution;
  - E. identify whether any data to be migrated requires context (such as meta data) added from each source and
  - F. work through data field mapping.
- (d) **Build and Test.** The prerequisites for and activities to be undertaken in the Build and Test phase are set out below.
- (i) Prior to each fortnightly sprint, a Sprint Planning meeting will be held, the purpose of which is to plan the sprint, to clarify the details of the Sprint Backlog items and define the work and effort necessary to meet the sprint goals.
  - (ii) As a prerequisite to sprint planning the Refined Backlog must be Accepted by the Customer.
  - (iii) Effort and story pointing are used to size the Sprint Backlog. This is based on estimation by the Supplier's Implementation Team taking into consideration both the build and test effort for each story. The team will use agile estimation methods, for example "Fibonacci Agile Estimation". This sizing is used to inform the amount of Refined Backlog that the Supplier's Implementation Team anticipate they can deliver during the upcoming sprint.
  - (iv) The Supplier will build, unit test, and System Integration Test (SIT) the Solution in line with the Specifications.
    - A. Unit testing is performed by the developers for each story they build, based on the Acceptance Criteria relating to each user story in the Refined Backlog.
    - B. SIT is performed to validate that integrations work in line with the Specifications.
  - (v) Business verification testing by the Customer is conducted following each sprint to verify that the Solution aligns to the Acceptance Criteria for each user story in the Refined Backlog, i.e. sprint 1 is validated during sprint 2, the last sprint is validated during Acceptance Testing of the Built Solution.
  - (vi) Automated scripts will be developed by the developers and executed using the Third Party Supplier's Automated Testing Framework (**ATF**) application wherever possible for automating functional system testing.
  - (vii) data migration Services in accordance with the Data Migration Approach described in paragraph (g) and section 4.1(d)(iii) of this Statement of Work.
- (e) **Testing and Production Deployment.** The activities to be carried out during the Testing and Production Deployment phase include:
- (i) without limiting clause 14 of the ICTA:
    - A. the Customer may carry out end-to-end Acceptance Tests of Deliverables subject to Acceptance Testing. Acceptance Testing is performed to evaluate the Solution's compliance with the Specifications and the Customer's requirements and

to assess whether the Software is acceptable for deployment to production;

- B. the Supplier will provide support to the Customer through Acceptance Testing in accordance with section 4.1(d) of this Statement of Work. Defects will be resolved in accordance with clause 14 of the ICTA.
- (ii) the Supplier will provide the training Services and Deliverables described in section 4.1(e) of this Statement of Work;
  - (iii) the Supplier will deploy the Solution to the production environment following Customer Acceptance of Solution Deliverables, training Services and Customer readiness;
  - (iv) data migration Services in accordance with the Data Migration Approach described in paragraph (g) and section 4.1(d)(iii) of this Statement of Work;
  - (v) penetration testing:
    - A. The Third Party Supplier's application penetration testing programme has five aspects:
      - 1) The Third Party Supplier conducts third party led continuous loop testing on Third Party Supplier Product instances where Third Party Supplier developers check in their code as it is completed.
      - 2) The Third Party Supplier uses commercially available penetration-testing tools to conduct both formal and informal penetration testing during the software delivery lifecycles.
      - 3) Major release penetration testing. A third-party organisation is given an extended period of time and access to the resources necessary to test the Third Party Supplier Product's security, which occurs in two rounds. At the end of the first round of testing any issues discovered are entered into the Third Party Supplier's problem resolution process with issues categorised as high or critical requiring attention. At the end of the development and remediation cycle, a second round of testing is conducted again to confirm the remediation or mitigation of the discovered issues.
      - 4) Existing customers, through a documented approval process, are permitted to perform an annual application level penetration test. The testing must be approved and conducted at a time that is agreed upon by the Third Party Supplier to allow the Third Party Supplier to continue to conduct its monitoring activities and be able to determine potential real attacks from authorised customer activities. Customers must upgrade their Instance to the latest release and follow the Third Party Supplier's hardening guide before conducting any penetration testing to avoid large scale reporting of previously fixed issues. The

customer must share all results with the Third Party Supplier's application security team.

5) The Third Party Supplier also executes a network penetration test at least once per year.

B. The Supplier's penetration testing Services are limited to the co-ordination of penetration testing and any potential remediation resulting from such testing in accordance with section 4.1(d)(i)I. of this Statement of Work.

(f) **Hypercare.** The Supplier will provide the hypercare Services described in section 4.1(d)(iv) of this Statement of Work.

(g) **Data Migration Approach.** The high-level, iterative approach for data migration is illustrated below.

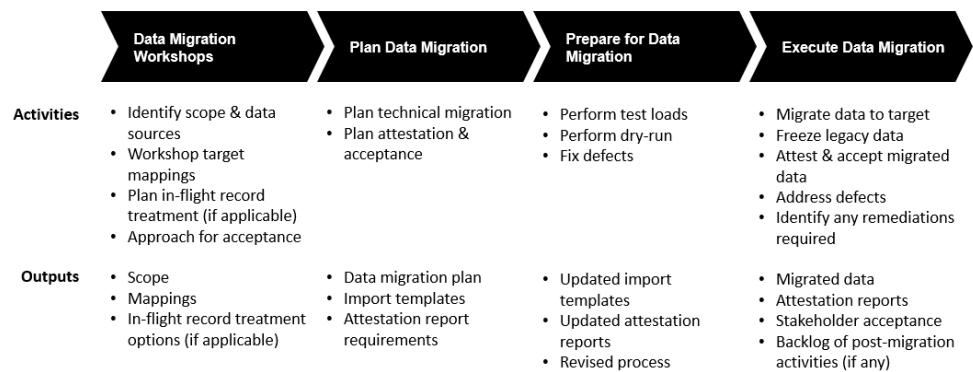


Figure: Overview of the data migration approach

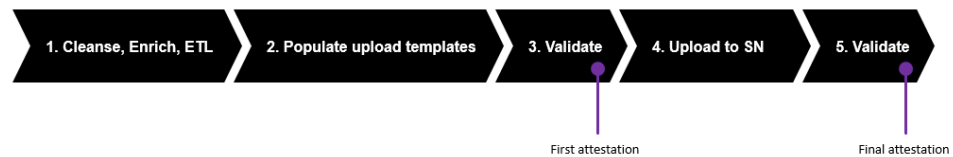


Figure: Steps for 'Execute Data Migration'

(h) **Security**

(i) Different security controls are applicable to production and non production environments similar to TESSA. The security controls are defined and agreed during the Foundation and Core Workshop and will be set out in the Refined Backlog.

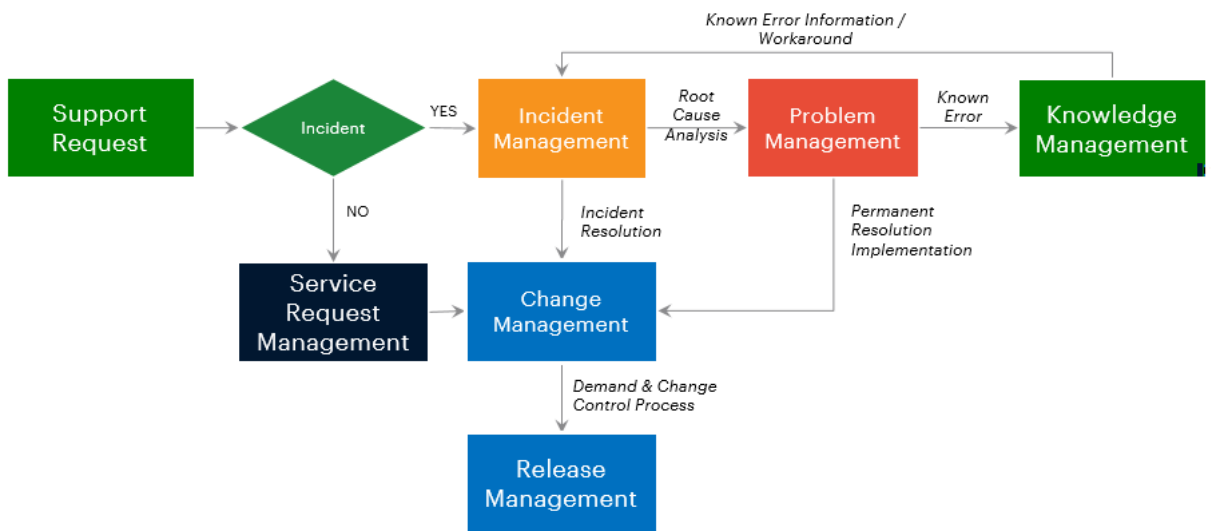
(ii) The Supplier shall provide client data protection controls to both production and non production environments to secure the Customer's data similar to TESSA. These controls detail activities that the Supplier resource must adhere to in the delivery of services, in order to keep the Customer's data safe. These controls are defined and deployed during the initiate phase. Examples of these controls including keeping detailed logs of environment access for each resource on the engagement, establishing processes for removing access once resourced have left the engagement.

## 11.2 Ongoing Support Services

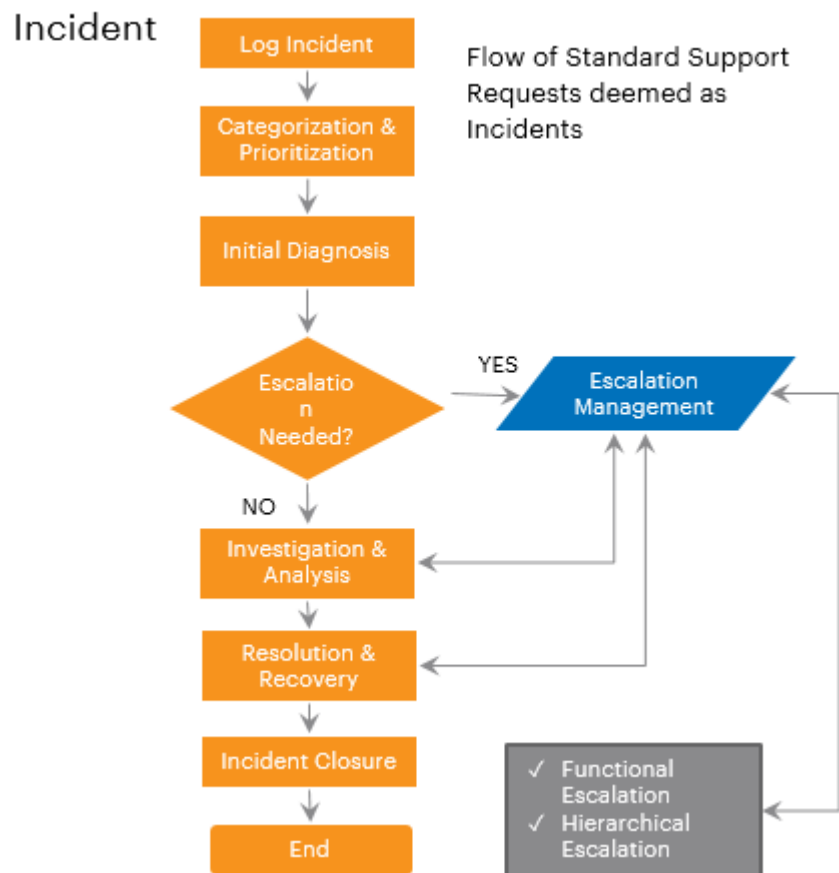
(a) This clause is subject to the scope of Support Services being confirmed at a later date,

Incident Management Process

(i) Below is a high-level diagram showing the relationship between Incident, Problem and knowledge management:



(ii) The process for Incident management is depicted below:



(iii) The Customer will raise Incidents by creating them in the CSM tool. When raising Incidents the Customer will allocate each Incident the



appropriate Severity level as per the below Incident Severity Determination table and will assign the ticket to the relevant Supplier assignment group in the CSM tool.

Severity	Description
<b>Severity 1 – Emergency</b>	<p>Critical production issue that severely impacts the Customer’s use of the Services, including.</p> <ul style="list-style-type: none"> <li>• Service is down or unavailable;</li> <li>• Data corrupted or lost and must restore from backup.</li> </ul>
<b>Severity 2 – High</b>	<p>Major functionality is impacted or significant performance degradation is experienced with the Services. The situation is causing a high impact to the Customer and no reasonable workaround exists.</p> <ul style="list-style-type: none"> <li>• A critical documented feature / function of the Service is not available;</li> <li>• Service is operational but highly degraded performance to the point of major impact on usage;</li> <li>• Important features of the Service offering are unavailable with no acceptable workaround.</li> </ul>
<b>Severity 3 – Medium</b>	<p>There is a partial, non-critical loss of use of the Service with a medium-to-low impact on the Customer, but the Customer’s business continues to function. Short-term workaround is available.</p>
<b>Severity 4 - Low</b>	<p>Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; issue affecting a small number of users. Acceptable workaround available.</p>

- (iv) Supplier will review the submitted Incident and shall ensure the priority supplied confirms to the above Incident Severity Determination table.
- (v) Supplier will adjust the Severity of the submitted Incident if it does not conform to the Severity Priority Determination table.
- (vi) If the Customer creates an S1 or S2 Incident, the Customer will alert the Supplier by following the agreed notification process which will be documented during the transition period.
- (vii) When alerting the Supplier of a S1 or S2 Incident, the Customer shall provide the following information at a minimum:
- 1) name of caller's company or organisation (e.g., IPART);
  - 2) full name, email and contact phone number of preferred contact at Customer;
  - 3) the Severity of the Incident; and
  - 4) a description of the Incident.

- (b) Subject to the scope of Support Services being confirmed at a later date, Service Request Management
- (i) The Supplier will respond to and fulfil, standard Service Requests related to the Customer's Solution environment based on available capacity.
  - (ii) The Customer will raise Service Requests by creating them in the CSM tool and assigning the ticket to the relevant Supplier assignment group.
  - (iii) A **Service Request** under this Statement of Work means a request from a Customer User for information, advice, a standard change, or access to a service. A standard change is:
    - A. a pre-approved change that is low risk and that follows a standard procedure;
    - B. a change that has been reviewed, understood and pre-agreed with the Supplier; or
    - C. a change for which a standard operating procedure document exists that describes the process to fulfil the request.
  - (iv) A Service Request does not include any development activity. "Development" in this context is any task that requires: design, requirement gathering, testing of new functionality, regression test development or an activity that will result in new functionality being introduced to the Solution environment.
- (c) Subject to the scope of Support Services being confirmed at a later date, Change management and enhancements. The Customer is entitled to the monthly allotments for enhancements specified in section 4.1(f)(ix) of this Statement of Work. The procedure for managing enhancements is described below:
- (i) the Supplier will follow the Customer's documented release and change processes for deploying functionality into the Customer's production Instance;
  - (ii) the Customer will be responsible for:
    - A. overall change management;
    - B. decision to move build to production;
    - C. pursuing and obtaining any necessary approvals from Customer Personnel and third parties (other than the Third Party Supplier); and
    - D. closing the change.
  - (iii) the Supplier will be responsible for:
    - A. design, build and test will be managed through the agile tooling (e.g. Jira) workflow
    - B. providing information to the Customer change owner to enable change to proceed to approval stage, including:
      - 1) implementation plan;
      - 2) backout plan; and

- 3) change description;
  - C. confirmation that testing of the enhancement has been completed successfully;
  - D. attending Customer change meetings as per release process;
  - E. obtaining any Supplier peer review required;
  - F. coordination of Supplier resources to deploy the enhancement;
  - G. deploying the change into Customer Environment;
  - H. verifying change success/failure with Customer Product Owner at completion of change deployment; and
  - I. updating the As Built document on an annual basis within 10 Business Days of the anniversary of the Go Live Date (at no additional cost to the Customer). Clause 8 of ICTA applies to any updates to the As Built document.
- (d) Subject to the scope of Support Services being confirmed at a later date, Service Delivery Management
- (i) The Supplier will perform a quarterly review of the support functions provided to the Customer. The review will look to identify areas for improvement and will cover:
    - A. recurring incidents;
    - B. recurring non-standard requests; and
    - C. general areas for improvement.
  - (ii) Based upon the review, Supplier will produce a quarterly report identifying areas of improvement. The report will include:
    - A. description of the identified issue;
    - B. benefit of addressing the issue; and
    - C. an estimate of effort to address the issue unless resulting enhancement can fit within the dedicated support time available for the month.
  - (iii) The development of items identified as "improvement opportunities" will be treated as an enhancement and will be addressed (by agreement of the parties) via a Change Request if the Customer requests the Supplier to implement the improvement item unless the resulting enhancement can fit within the dedicated support time available for the month or a subsequent month.
- (e) Subject to the scope of Support Services being confirmed at a later date, Support Volumes
- (i) If support volumes materially exceed the capacity of the team to support, Supplier will advise the Customer through the quarterly reports referred to in paragraph (d)(ii), showing dedicated team capacity, results of

quarterly business reviews and the parties will revisit the current resource allocation if needed.

- (ii) Supplier shall submit an automatic change request to move to a higher tier if the ticket cap or minor enhancement caps are breached for 3 consecutive months. In all cases the Customer will be consulted and no immediate cost will be invoiced or passed onto the Customer without prior review and written consent, which will be managed as a Change Request in accordance with the Agreement.
- (iii) Capacity and hours for minor enhancements will not roll-over to the following month.

## **12. Acceptance Testing and other testing**

### **12.1 Acceptance Testing**

- (a) The Deliverables must meet the following Acceptance Criteria:
  - (i) the description and Specifications for the Deliverable as set out in section 4.2 of this Statement of Work and any other requirements of the Agreement pertaining to the Deliverable; and
  - (ii) be provided in such quality and form that it can be effectively used in the manner described in this Statement of Work.
- (b) The Customer must complete the Acceptance Tests within a time reasonably determined by the Customer.
- (c) Where a Deliverable meets the Acceptance Criteria, for the purposes of clause 14.3(e) the Customer must issue the Acceptance Certificate no later than 5 Business Days from completion of the Acceptance Testing.

### **12.2 Sprint testing**

- (a) Both parties will carry out tests in connection with each sprint in accordance with this section 12.2.
- (b) As part of each sprint, the Supplier will:
  - (i) carry out tests in accordance with the Test Plan to ensure the build of the Solution completed during that sprint for each user story meets the Acceptance Criteria in the Refined Backlog;
  - (ii) following testing, supply the Customer with the test results in accordance with the requirements and timeframes in the Test Plan; and
  - (iii) if the Supplier determines that a component of the Solution does not meet any Acceptance Criteria, promptly remedy that non-compliance.
- (c) Following each sprint, the Customer will undertake verification testing to verify that the Solution aligns to the Acceptance Criteria for each user story in the Refined Backlog. The Customer will complete this verification testing during the following sprint (e.g. sprint 1 will be validated by the Customer in sprint 2).

- (d) If the Customer identifies non-compliance with any Acceptance, the Customer will notify the Supplier of the non-compliance and the Supplier will promptly remedy that non-compliance.
- (e) The parties will agree prioritisation of remedying any non-compliance identified by the Supplier or the Customer under paragraphs (a)(iii) or (d) respectively.
- (f) For the avoidance of doubt, completion of verification testing by the Customer for a sprint does not constitute Acceptance of a Deliverable for the purposes of clause 14 of the ICTA or section 12.1 of this Statement of Work. The Built Solution will be subject to Acceptance Testing once completed at the end of all sprints.

## 13. Governance arrangements

### 13.1 Solution Implementation

- (a) This section 13.1 sets out the governance framework for the purposes of clause 4.3 of the ICTA between the parties until Acceptance of the final Key Milestone by the Customer.
- (b) The parties may at any time agree alternative governance arrangements in writing.
- (c) The below table describes the governance bodies, their functions and meeting cadence.

Governance Type	Meeting Name	Cadence	Objective	Attendees' Role and Names	Artefacts
Executive	Project Steering Committee (PSC)	Monthly	<ul style="list-style-type: none"> <li>* Program Governance and Oversight</li> <li>* Responding to escalations and making decisions</li> <li>* Change governance &amp; business continuity</li> <li>* Key risk and issue oversight</li> </ul>	Project Sponsor: Michelle McIlvenny Product Owner: Fiona Towers (LGP) Product Owner: Christine Allen (WILMA) Process Owner: Sheridan Rapmund (LGP) Enterprise Lead: James Lloyd IPART PM: Amanda Stewart Accenture Executive: Jonathon Le Gat Accenture PM:	*Minutes
Program Delivery	Delivery Leadership, Detailed - Project Status Meeting, Risks, Issues and Dependencies	Weekly	<ul style="list-style-type: none"> <li>* Review and manage the list of Program level Risks, issues and dependencies.</li> <li>*Approval of User Stories to move into development.</li> <li>*Add new items to Product Backlog or remove items</li> </ul>	Product Owners: Sheridan Rapmund & Christine Allen Process Owner: Ed Jenkins & Maria Business Analyst: Jennifer Vuong & Deepti Taneja Project Manager: Amanda Stewart Coordinator: Arsh Suri Enterprise Architect: James Lloyd Tester Analyst: Accenture: Architect, Tech Lead & PM	*Project Level Report *Project Risks, issues and Dependency Log *Traffic Light Report *Decision Logs

	Technical Architecture Governance Forum (TAGF)	Weekly	*Review User Stories to ensure as much OOB SN functional is being used	Enterprise Architect: James Lloyd Business Analyst: Jennifer Vuong & Deepti Taneja Project Manager: Amanda Stewart Accenture: Architect, Tech Lead & PM	*Options Papers * Minutes * Issues *Decision Logs
Team	Sprint Planning (Final estimates for each new Sprint, meet on the Friday before the next Sprint starts on the Monday)	Fortnightly	*Define Sprint Goal *Review Product Backlog and identify stories for planned Sprint (Sprint Backlog) *Estimate stories, list of all subtasks *Discuss team capacity, issues and risks that can slow progress	Product Owners: Sheridan Rapmund & Christine Allen Business Analyst: Jennifer Vuong & Deepti Taneja Enterprise Architect: James Lloyd Project Manager: Amanda Stewart Accenture Architect, Tech Lead & PM	*Updated Product Backlog *Sprint Backlog - prioritised list of stories for the Sprint
	Backlog Refinement (In conjunction with TAGF)	Weekly	*Update the details of the stories (acceptance criteria, description) *Prioritise Product Backlog *Estimate story points, risks and value of the stories	Business Analyst: Jennifer Vuong & Deepti Taneja Enterprise Architect: James Lloyd Project Manager: Amanda Stewart Accenture Architect, Tech Lead & PM	*Updated User Stories
	Daily Standup (morning)	Daily	*Forum for the Pod to inspect their progress towards the Sprint Goal, plan work for the next 24 hours and identify impediments.	Project Manager: Amanda Stewart Business Analyst: Jennifer Vuong & Deepti Taneja Enterprise Architect: James Lloyd Accenture: Architect, Tech Lead & PM	*Sprint Backlog *Plan for the next 24 hours

(d) The below RACI matrix describes the decision tolerances and accountabilities for Supplier and Customer Personnel. Nothing in the RACI matrix prevents Personnel from escalating matters where they consider appropriate.

<b>A = Accountable</b>									
<b>R = Responsible</b>									
<b>S = Supporting</b>									
<b>C = Communicate / Consulted</b>									
<b>I = Inform</b>									
<b>Project Activity</b>	<b>Accenture</b>	<b>IPART</b>							
Decisions that relate to a sprint, that do not have scope, time, or budget implications (non-technical)	I	R		I	I	A	S		
Decisions that relate to a sprint, that do not have scope, time, or budget implications (technical)		I	R		I	I	A	S	
Decisions with budget implications	R	C	S	C	A	S	S	S	
Decisions that impact business processes but not the scope, time, or budget		C	S		A	R	S	S	
Decisions that impact the scope of the Services or Deliverables	R	C	S	C	A	S	S	S	
Decisions that impact Dates for Delivery of Services or Deliverables (that are not Key Milestones)	R	C	S	C	A	S	S	S	
Decisions that impact Key Milestones	R	C	S	A	C	S	S	S	
Decisions to escalate issues to Delivery Leadership Team	I	C	R	I	C	C	A	S	
Decisions to escalate issues to Steering Committee/IPART and/or Accenture leadership team	I	R	S	I	A	S	S	S	

## 13.2 Ongoing Support Services

- (a) Subject to the scope of Support Services being confirmed at a later date, from the Go Live Date the parties will participate in monthly (unless another frequency is agreed by the parties) governance meetings at dates and times to be agreed by the parties.
- (b) Subject to the scope of Support Services being confirmed at a later date, The Supplier and the Customer will each nominate at least two Personnel to represent the party at the meetings, which, in the case of the Supplier, will include the Customer Service Manager.
- (c) The purpose of the meetings will be to discuss:
- (i) the Supplier's performance against the Service Levels;
  - (ii) issues affecting the Supplier's ability to perform the Services;
  - (iii) any proposed enhancements to be completed in the next calendar month; and
  - (iv) any other matters relevant to the Supplier's performance of the Supplier's Activities or the Agreement.

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## 14. Service Level agreement

- (a) Subject to the scope of Support Services being confirmed at a later date, Service Levels apply to the Services provided from the Go Live Date on a monthly basis (each month being **Measurement Period**).
- (b) Subject to the scope of Support Services being confirmed at a later date, After a 4 month baselining period, the parties will review the Service Levels to determine whether any changes need to be made. Any changes to the Service Levels will be agreed via a Change Request.
- (c) Subject to the scope of Support Services being confirmed at a later date, the Services Levels are:

Service Level	S1	S2	S3	S4
<b>Response Time</b>	95% within 30min	95% within 2 Business Hours	90% within 1 Business Days	90% within 2 Business Days
<b>Resolution Time</b>	90% within 4 Business Hours	90% within 1 Business Day	90% within 3 Business Days	90% within 5 Business Days

- (d) For the purposes of this section 14:
- (i) **Response Time** means the elapsed time between the receipt by the Supplier of an Incident notification and the time the Supplier reports the Incident to the Customer.

- (ii) **Resolution Time** means the elapsed time between the receipt by the Supplier of an Incident notification and the time that the Service associated with the Incident is resolved and the Incident ticket is closed.
  - (iii) **S1, S2, S3 and S4** means a Severity level 1, level 2, level 3 and level 4 Incident, respectively, as determined in accordance with the Incident Severity Determination table in section 11.2(a)(iii).
  - (iv) **Service Credit** means a reduction of 3% to the fee due to the Supplier for the ongoing Support Services for a calendar month specified in section 15.3(a)
- (e) Subject to paragraph (f), where, for any Measurement Period, the Supplier meets or exceeds all Service Levels, the Supplier will be entitled to the fee for the ongoing Support Services specified in section 15.3(a) of this Statement of Work.
- (f) Subject to paragraph (h):
- (i) if the Supplier fails to meet any of the Service Levels in paragraph (c) for two or more consecutive Measurement Periods, a Service Credit will apply to the second (and any subsequent) Measurement Period. For the avoidance of doubt, a Service Credit will not apply to the first Measurement Period, provided that the Supplier must take action to improve performance against the Service Levels and provide details to the Customer on those actions if requested;
  - (ii) a Service Credit will also apply where the Supplier has failed to meet the Resolution Time for:
    - A. for 2 or more unique Severity 1 Incidents in a Measurement Period; or
    - B. for 4 or more unique Severity 2 Incidents in a Measurement Period.
- (g) The Supplier will only be liable for one Service Credit per Measurement Period (i.e. credits are not cumulative).
- (h) While the Service Levels apply to the Services provided from the Go Live Date, the application of the Service Credit regime will be modified during the baselining period articulated in paragraph (b):
- (i) Service Credits will not apply for the first 2 months of the baselining period; and
  - (ii) Service Credits will only apply to the third and fourth month in the baselining period provided ticket volumes remain within the expected volume of Support Requests for the month as specified in section 4.1(f)(ix) of this Statement of Work.
- (i) Following completion of the baselining period referred to in paragraph (b), the Customer may (in its sole discretion) immediately terminate this Agreement by written notice to the Supplier if the Supplier fails to meet any of the Service Levels for Severity Levels 1, 2 or 3 for any 3 months in any 6 month period, provided that the Customer will first provide the Supplier an opportunity to demonstrate how it will remedy the failure to the satisfaction of the Customer within 30 days of receiving written notice to do so.



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## 15. Pricing

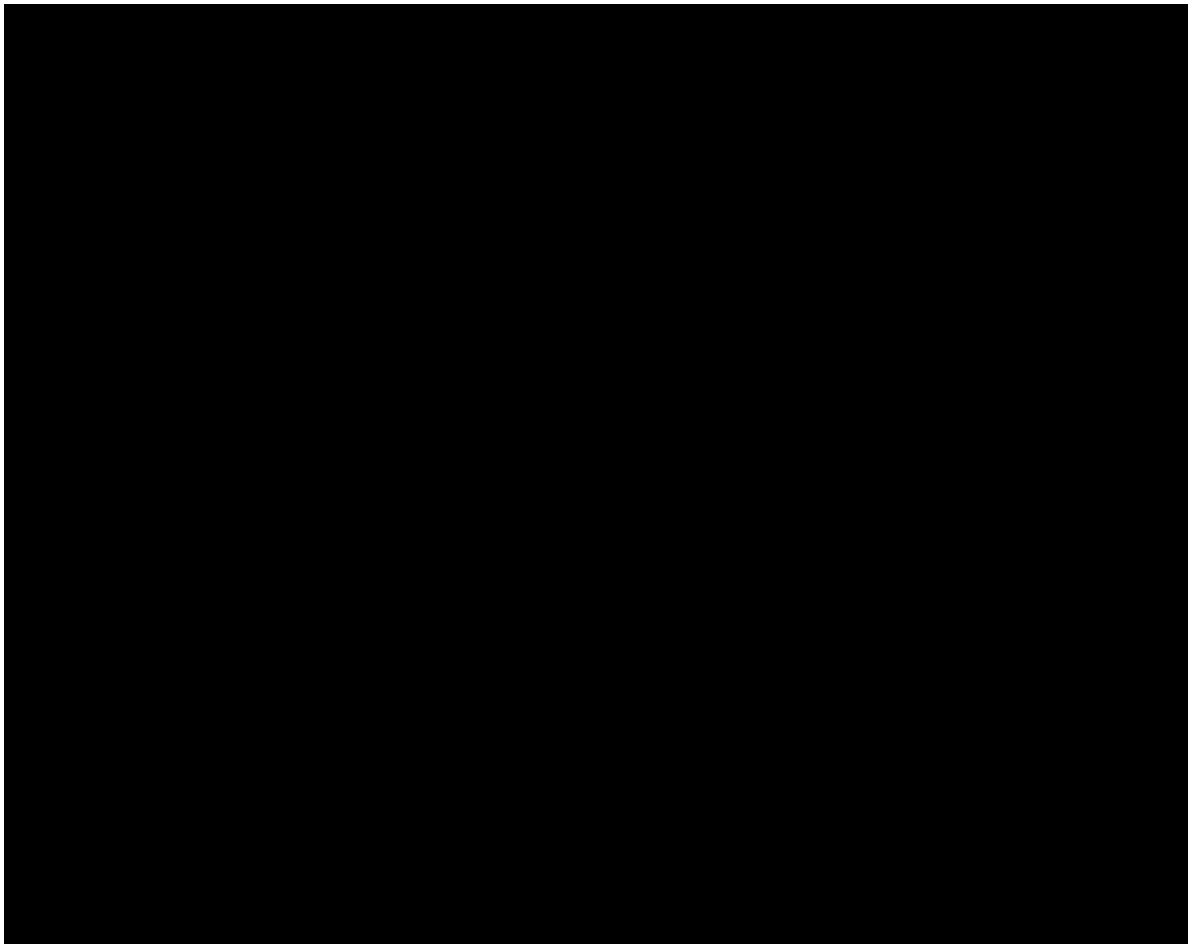
### 15.1 Payment requirements for Third Party Supplier Products

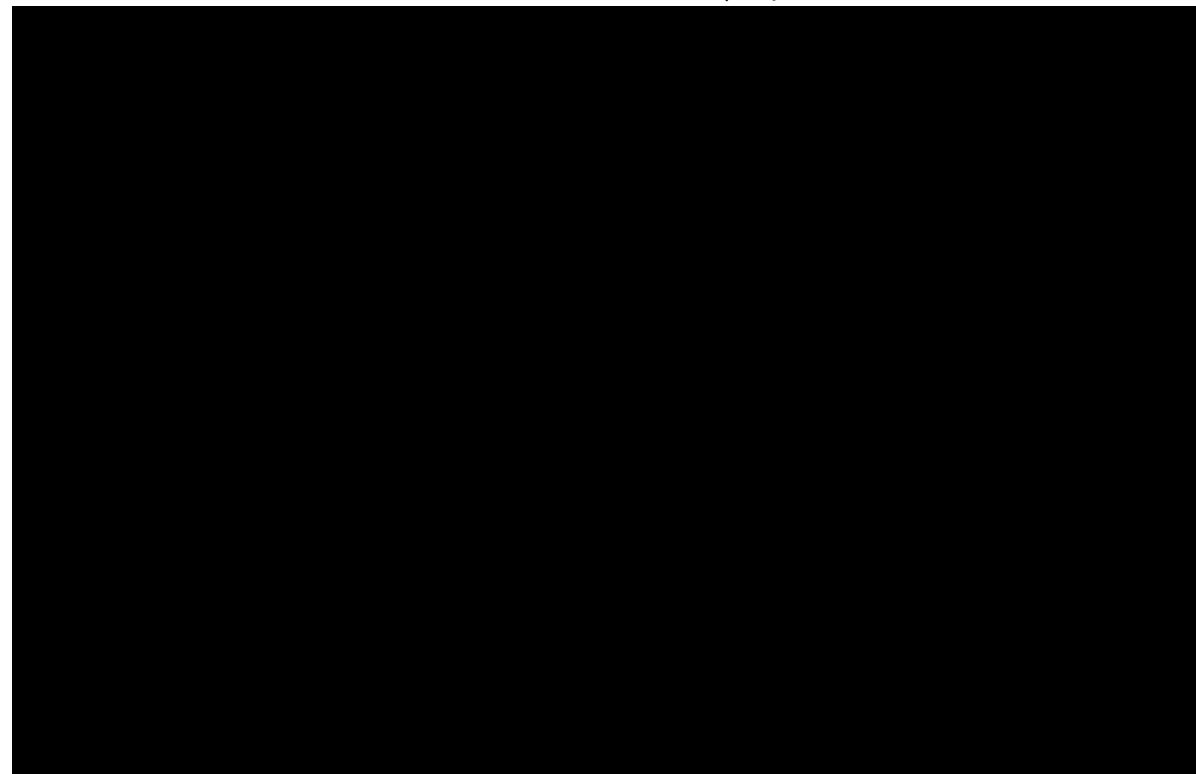
- (a) For the purposes of this section 15:
  - (i) **Licensing Charges** means the licensing charges for the Third Party Supplier Product as referenced in paragraph 15.1(e) of the TESSA Statement of Work.
  - (ii) **Third Party Supplier Product** has the meaning given to that term in the Additional Conditions.
- (b) The Licensing Charges will cover the LGP Solution and WILMA Solution built under this Statement of Work. No additional licensing charges for the Third Party Supplier Product are payable under this Statement of Work.

The Licensing Charges are based on an estimated number of transactions of 16,000 per annum. To the extent additional transactions are required because the total number of transactions across the LGP Solution, WILMA Solution and TESSA exceed 16,000, additional transactions can be purchased under paragraph 15.1(f) of the TESSA Statement of Work..

### 15.2 Payment requirements for Solution implementation

- (a) Subject to paragraphs (b) to (e), the Supplier will be entitled to submit a Correctly Rendered Invoice to the Customer upon the approval by the Customer of completion each of the milestones in the below tables.





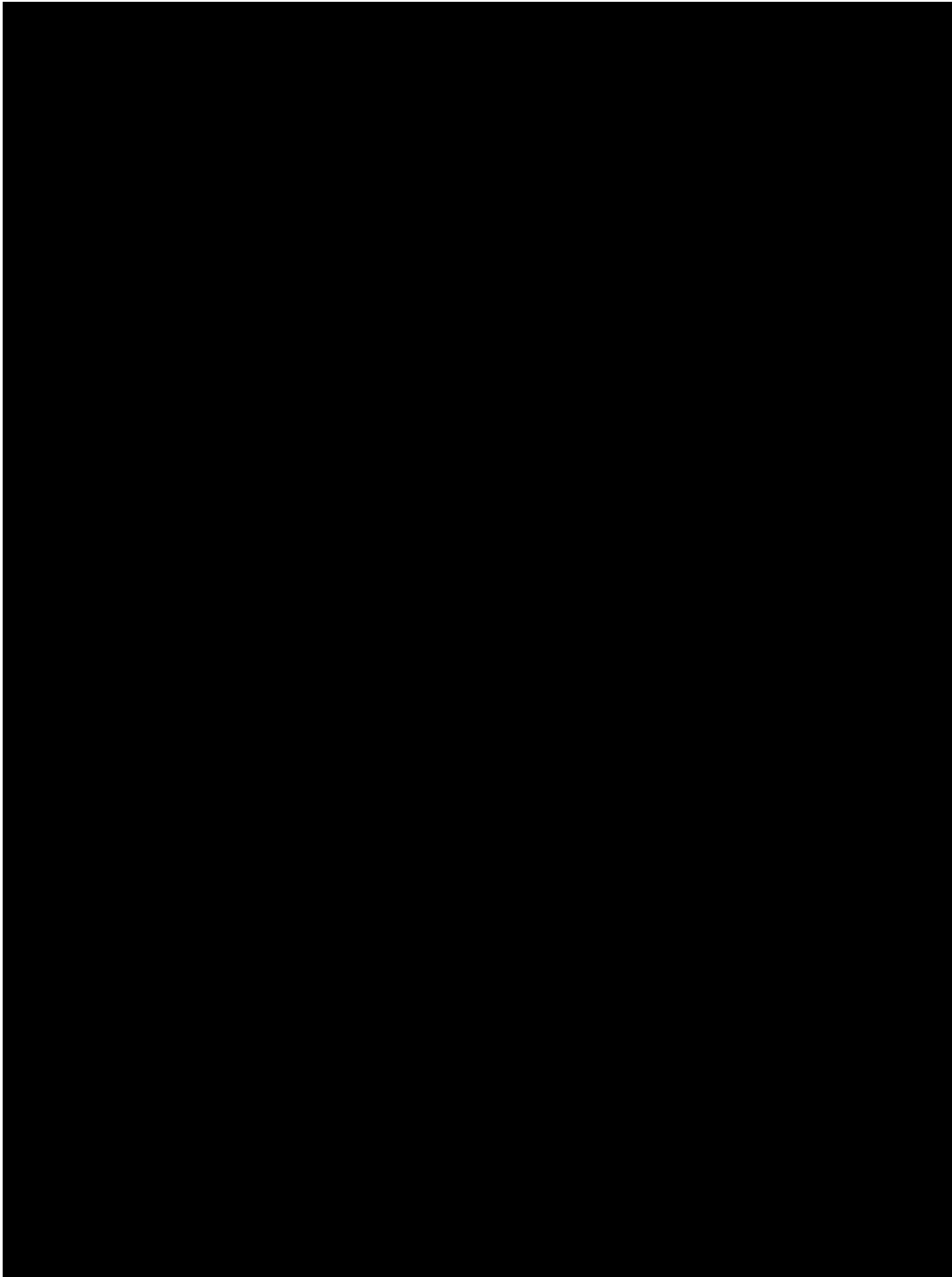
- (b) The Supplier must notify the Customer when it considers that a milestone has been completed.
- (c) Within 10 Business Days of receiving a notification under paragraph (b) the Customer will notify the Supplier whether completion of the milestone is approved. The Customer will approve completion of a milestone where all Deliverables pertaining to the milestone, as specified in section 6 of this Statement of Work, have been approved or Accepted (as the case may be).
- (d) Where the Customer is not satisfied that all Deliverables pertaining to the milestone have been approved or Accepted, the Customer must notify the Supplier of the Deliverables that have not been approved or Accepted and:
  - (i) in the case of a Deliverable subject to Acceptance Testing, the Customer may exercise any of its options under clause 14.4(a) of the ICTA; or
  - (ii) in the case of a Document Deliverable, may exercise any of its options under clause 8.2(a) of the ICTA.
- (e) The parties acknowledge and agree that the Customer will not be liable to pay a milestone payment where paragraph (d) applies until the Deliverables have been approved or Accepted, unless:
  - (i) in the case of a Deliverable subject to Acceptance Testing, the Deliverable is deemed to have been Accepted in accordance with clause 14.2(f) of the ICTA; or
  - (ii) in the case of a Document Deliverable, the Document Deliverable is deemed to have been approved in accordance with clause 8.2(f) of the ICTA.

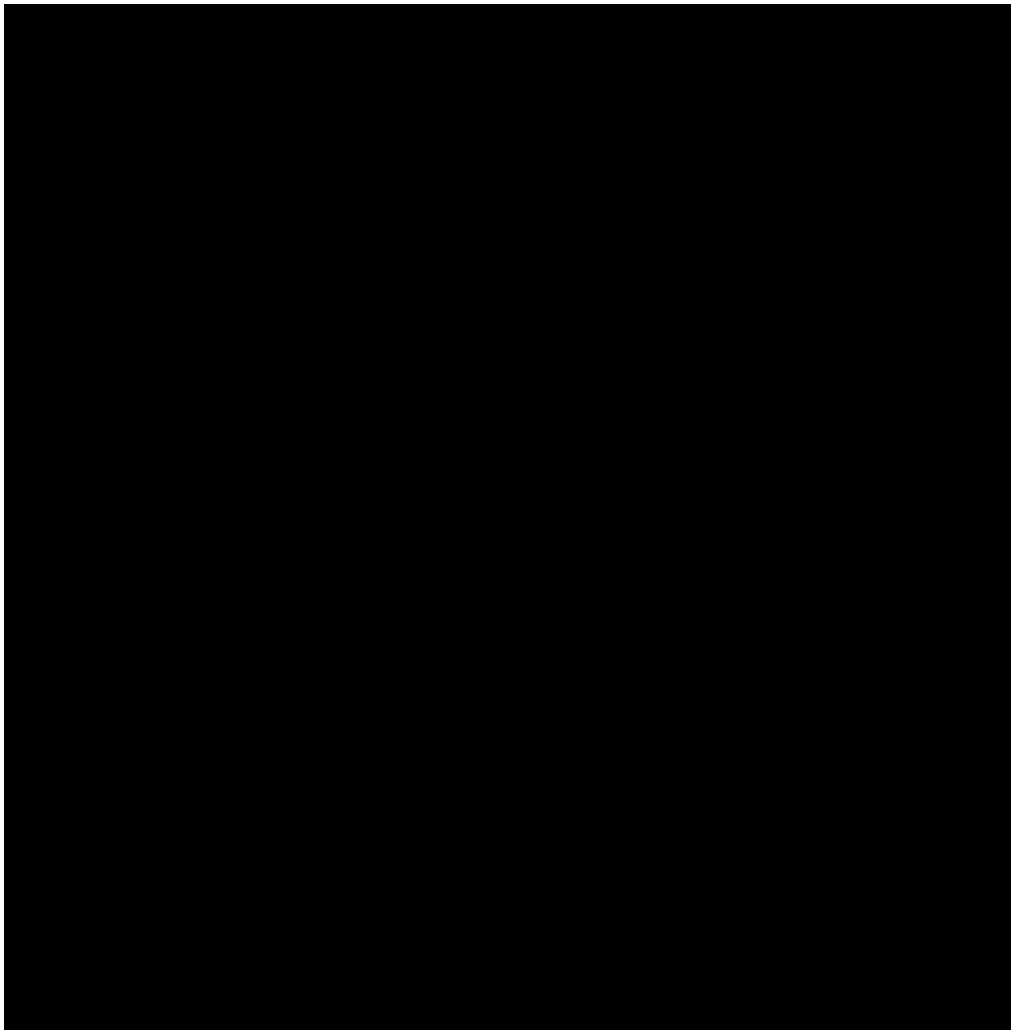
### **15.3 Payment requirements for ongoing Support Services**

- (a) The payment requirements for ongoing Support Services will be confirmed at a later date when the scope of Support Services is confirmed at a later date..
- (b) The Supplier must Invoice the Customer within 30 days from the end of the calendar month in which the ongoing Support Services are provided to the Customer in accordance with this Agreement.

### **15.4 Service Catalogue**

The below Service Catalogue sets out the prices applicable to any Additional Orders made by the Customer in accordance with the Agreement.





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## 16. Interpretation

- (a) In this Statement of Work, unless the contrary intention appears:

**Admin Manual** means the Deliverable described in the table in section 4.2 of this Statement of Work.

**Built Solution** means the “Built Solution: Customer Service Management applications” described in the table in section 4.2 of this Statement of Work.

**Burn up**, in the context of the Refined Backlog, means those user stories designated as burn up items in the Refined Backlog.

**CSM tool** means the incident management and problem management modules within the Third Party Supplier Customer Service Management Professional application.

**Customer Backlog** means the initial backlogs prepared by the Customer that sets out process maps, user stories, initial acceptance criteria and data model.

**Customer’s Implementation Team** means the project implementation team described in section 9.2(c).

**Data Migration Report** means the report described in the table in section 4.2 of this Statement of Work.

**EOW** means the end of the last Business Day in a week, provided that:

- (i) if the variation to the Agreement which adds this Statement of Work is executed after 16 December 2022 but on or before 8 January 2022, the first week commences on 9 January 2022; or
- (ii) if the variation to the Agreement which adds this Statement of Work is executed after 8 January 2022, the first week commences on the first Monday following the date the Deed of Variation takes effect.

**Excel Load Template** means the Deliverables described in the table in section 4.2 of this Statement of Work.

**Go Live Date** is 26 June 2023.

**High-Level Design** means the Deliverables described in the table in section 4.2 of this Statement of Work.

**Incident** means a perceived error, fault, defect of issue with the Solution raised by the Customer via the help desk being provided by the Supplier under this Agreement.

**Instance** means a set of databases, applications, virtual machines, libraries grouped together to provide the required services to a specific customer. ServiceNow customer instance is built on multi-instance architecture.

**Instance Security Center** means the homepage in the Third Party Supplier Product for monitoring compliance levels of Instance security controls, viewing security event monitoring metrics, and configuring and maintaining Instance security settings.

**Instance Security Hardening Settings** means the detailed descriptions and compliance values for the security-related system properties and plugins in the Third Party Supplier Product.

**Integration Design** means the Deliverables described in the table in section 4.2 of this Statement of Work.

**LGP** means the Local Government Portal to be implemented under this Statement of Work.

**LGP Solution** means the part of the Solution concerned with implementing a secure, accessible and contemporary integrated ICT solutions for the LGP.

**Mandatory**, in the context of the Refined Backlog, means those user stories designated as mandatory items in the Refined Backlog.

**Minimum Viable Product Requirements** or **MVPRs** means, in the case of the LGP Solution, the functional and non-functional requirements specified in Annexure A to this Statement of Work and identified as being applicable to the LGP Solution\ and, in the case of WILMA Solution, means the functional and non-functional requirements specified in Annexure A to this Statement of Work and identified as being applicable to the WILMA Solution. The MVPRs specified in Annexure A are Specifications for the Solution.

**Problem** means the underlying cause of an Incident as determined by root cause analysis.

**Project Executive** means the group of that name with the functions described in the table in section 13.1(c).

**Reference Data** means data used to classify or categorise other data, for example, name or company.

**Service Catalogue** means the service catalogue set out in section 15.4 of this Statement of Work.

**Service Request** have the meaning given in section 11.2(b)(iii).

**Solution** means the ICT solution described in section 3(a)(ii) of this Statement of Work and includes the LGP Solution and the WILMA Solution.

**Solution Deliverable** means a Deliverable that involves configuration or build of the Solution.

**Status Report** means the report described in the table in section 4.2 of this Statement of Work.

**Supplier's Implementation Team** means the Supplier's project implementation team described in section 9.2(b).

**Supplier's Ongoing Support Services Team** means the Supplier's ongoing support services team described in section 9.3.

**Support Request** means the notification of an Incident to, or a request for support or assistance made by the Customer to the Supplier in accordance with the procedure section 11.2(a) of this Statement of Work (such as inquiries, requests for information or investigation).

**TESSA** means the Energy Security Safeguard Application implemented as the solution under the TESSA Statement of Work

**TESSA Statement of Work** means the Statement of Work with the Statement of Work Number 001 attached to the Order Form.

**Transaction Data** means data that is captured in transactions and is not Reference Data.

**Training Manual** means the Deliverable described in the table in section 4.2 of this Statement of Work.

**User Manual** means the Deliverable described in the table in section 4.2 of this Statement of Work and which forms part of the User Documentation.

**WILMA** means the Water Infrastructure Licencing Management Application to be implemented under this Statement of Work.

**WILMA Solution** means the part of the Solution concerned with implementing a secure, accessible and contemporary integrated ICT solutions for WILMA

**Workstream** means the workstreams described in section 4.1(a) of this Statement of Work.

- (b) Terms used in this Statement of Work which are not otherwise defined in this document have the meaning given to them in the Additional Conditions and the ICTA.

## Annexure A Minimum Viable Product Requirements

The below table sets out the Minimum Viable Product Requirements for the LGP Solution and the WILMA Solution, which include both functional and non-functional requirements.

Type	Topic	Ref#	Requirement	Applicable Solution
Functional requirements	User management	MHR-01	Ability to control workflow access and permissions using roles and groups	LGP WILMA
Functional requirements	User management	MHR-02	Ability to restrict workflow stages and interactions based on roles and groups	LGP WILMA
Functional requirement	User management	MHR-03	Ability to restrict or allow access to reporting and analytics functions based on roles and groups	LGP WILMA
Functional requirement	User management	MHR-04	Ability for users to self-manage with regards to password resets	LGP WILMA
Functional requirement	Customer relationship management	MHR-05	Ability for internal and external users to message one another within the system in relation to a workflow (to request additional information or clarify an issue, for example) but excluding external-to-external messaging	LGP WILMA
Functional requirement	Customer relationship management	MHR-06	Ability for internal and external users to easily locate and action messages that need a response or action	LGP WILMA
Functional requirement	User interface	MHR-07	Ability for end users to access the system from a mobile device via a browser including essential features and with modern mobile UI responsiveness	LGP WILMA
Functional requirement	User interface	MHR-08	Ability to present dashboards to users that summarise their workflows and tasks, and act as an entry	LGP WILMA

			point to a more detailed view of that workflow	
Functional requirement	User interface	MHR-09	Ability to present a single entity view of an organisation or user and their current workflows and history	LGP WILMA
Functional requirement	Workflow	MHR-10	Ability to track and progress workflows using statuses	LGP WILMA
Functional requirement	Workflow	MHR-11	Ability to assign workflow stages or statuses to particular groups for actioning	LGP WILMA
Functional requirement	Workflow	MHR-12	Ability to chain workflows (a status or event in one workflow triggers another to begin, with some prepopulated data)	LGP
Functional requirement	Workflow	MHR-14	Ability to generate email notifications to users based on workflow statuses or events	LGP WILMA
Functional requirement	Workflow	MHR-15	Ability to display information collected through back-end analytics on the screen during a workflow	LGP WILMA
Functional requirement	Workflow	MHR-16	Ability for a workflow to update multiple database entries upon completion ( an organisation's profile, an audit table, etc)	LGP WILMA
Functional requirement	Workflow	MHR-17	Ability to present forms on a public website where the public can fill out the form and trigger a workflow.	LGP
Functional requirement	Forms	MHR-18	Ability to upload attachments (documents, images, etc.) as a part of a form and store it in its native format (subject to reasonable size and type restrictions)	LGP WILMA



Functional requirement	Forms	MHR-19	Ability to attach new versions of documents previously collected as part of a form within a workflow	LGP WILMA
Functional requirement	Forms	MHR-20	Ability to take data from an uploaded file and use it to populate a form in a workflow	WILMA
Functional requirement	Forms	MHR-21	Ability to take data from an uploaded file, apply calculations to the data, and then populate the new values on a form in a workflow	WILMA
Functional requirement	Forms	MHR-22	Ability to adjust forms dynamically based on specific criteria (e.g. display a new form field when the users ticks a box or select a drop down value) (Dynamic form behaviour)	LGP WILMA
Functional requirement	Forms	MHR-23	Ability for a form to employ standard field validations (e.g. number/text) and predefined field value lookups (e.g. drop downs, lookups to other data sources)	LGP WILMA
Functional requirement	Forms	MHR-24	Ability for a form within a workflow to check and validate fields against other system data	LGP WILMA
Functional requirement	Reporting and Analytics	MHR-27	Ability to present reports in visual formats beyond a simple 'column and row' presentation. (e.g. Pie charts, heat maps, bar graphs, and other visual formats)	LGP WILMA
Functional requirement	Reporting and Analytics	MHR-28	Ability to create custom reports based on essential data, and to display related user, form, or workflow data.	LGP WILMA
Functional requirement	Reporting and Analytics	MHR-29	Ability to export reports to excel (including	LGP

			standard reports and all workflow datasets)	WILMA
Non-functional requirement	Accessibility	MHR-30	Ability to comply with Accessibility Standard	LGP WILMA
Non-functional requirement	Accessibility	MHR-31	Site must be accessible by residents of Australia	LGP WILMA
Non-functional requirement	User management	MHR-32	Ability to authenticate users using multifactor authentication	LGP WILMA
Non-functional requirement	Data	MHR-33	All data must be centralised and accessible for the purposes of reporting and adaptability during future development	LGP WILMA
Non-functional requirement	Data	MHR-34	System must enable internal users to assess the accuracy and integrity of data and user actions over time (accessible audit trails)	LGP WILMA
Non-functional requirement	Data	MHR-35	Data loss is avoided (connection loss mitigations, error detections, re-try or re-recover, etc.)	LGP WILMA
Non-functional requirement	Data	MHR-36	Data to be held in Australia	LGP WILMA
Non-functional requirement	Security	MHR-38	Compliant with International Standards for Information Security	LGP WILMA
Non-functional requirement	Security	MHR-39	Suitable antivirus and malware protection	LGP WILMA
Non-functional requirement	Security	MHR-40	Must be able to provide documentation to support accreditations and Security Program	LGP WILMA
Non-functional requirement	Security	MHR-41	Must have an implemented Cyber Security Incident Management Plan	LGP WILMA
Non-functional requirement	Security	MHR-42	Must have a process in place that is followed to notify Customer quickly	LGP

			of any suspected or actual Security Incidents, and is willing to follow reasonable direction from Customer regarding incident investigations	WILMA
Non-functional requirement	Security	MHR-43	Must ensure that their staff understand and implement the cyber security requirements of the Agreement.	LGP WILMA
Non-functional requirement	Security	MHR-44	System must be covered in the scope of an existing Information Security Management System (ISMS) or cyber security framework	LGP WILMA
Non-functional requirement	Security	MHR-45	Must use appropriate technology such as certificates to ensure secure connection and assure stakeholders of site validity	LGP WILMA

## Annexure C to Order Form – Additional Conditions

The below Additional Conditions are entered into under, and form part of, this Agreement.

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### 1. Definitions

- (a) In these Additional Conditions:
- Reseller Agreement** means the reseller agreement that the Supplier has with the Third Party Supplier.
- Third Party Supplier** means ServiceNow Australia Pty Ltd, ABN 88 149 683 312.
- Third Party Supplier Product** means the Third Party Supplier's product/service, which comprise:
- (a) the following modules of the ServiceNow® Now Platform®:
    - (i) ServiceNow Customer Service Management Professional - Transactions;
    - (ii) ServiceNow IntegrationHub Professional;
    - (iii) ServiceNow IntegrationHub Starter;; and
    - (iv) ServiceNow Agile Team, and
  - (b) other products and services described in the Subscription Services Agreement.
- Subscription Services Agreement** means the agreement annexed at Annexure 1 to these Additional Conditions (including the Use Authorization Form), which will apply between the Customer and the Third Party Supplier.
- (b) Except where the context otherwise requires, all other capitalised terms below have the meaning given to those terms under the Agreement or as defined in these Additional Conditions.

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### 2. Reseller arrangement

- (a) The parties acknowledge and agree that certain aspects of the Supplier's Activities will be carried out as a reseller as facilitator model. This particular reseller arrangement will involve the Supplier procuring, for the benefit of the Customer, an "order" (for the supply of the Third Party Supplier Product) from the Third Party Supplier, and facilitating a contract between the Third Party Supplier and the Customer for the supply of the Third Party Supplier Product.
- (b) Clauses 2 to 7 of these Additional Conditions apply to the Supplier's provision of the Third Party Supplier Product to the Customer through the reseller model described in paragraph 2(a) above.

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### 3. Representations and warranties

- (a) The Supplier represents and warrants that as at the Commencement Date:
- (i) it has a Reseller Agreement with the Third Party Supplier and the Supplier can leverage this relationship for the benefit of the Customer as set out in this Agreement; and
  - (ii) it has carefully assessed and considered the Customer's requirements in relation to Supplier's Activities (including the Third Party Supplier Product), and has recommended to the Customer the Third Party Supplier Product.
- (b) The Supplier represents and warrants that:
- (i) nothing in the Reseller Agreement will cause the Supplier to breach its obligations under the Agreement;
  - (ii) it is the Supplier's expert and informed view, after undertaking appropriate due diligence and making all necessary enquiries that, having regard to the Specifications and the Customer's other requirements set out in the Agreement), and provided that the Third Party Supplier delivers the Third Party Product in accordance with the Third Party Product specifications (as at the Commencement Date, and as modified during the Term as would be reasonably anticipated by the parties), the Third Party Supplier Product as configured and implemented by the Supplier in accordance with each Statement of Work will:
    - A. be fit for the purposes as described in, or referenced in, each Statement of Work and the other Order Documents; and
    - B. comply with the Specifications and other requirements under the Agreement with respect to the Third Party Supplier Product; and
  - (iii) it has no Conflict of Interest in relation to the reseller arrangement for the Third Party Supplier Product.
- (c) The Customer has entered into the Agreement (and agreed to the provision of the Third Party Supplier Product by the Supplier through a reseller arrangement) in reliance on the representations and warranties set out in this clause 3. Should any of those representations or warranties prove incorrect, then, in addition to its other rights under the Agreement and at Law, the Customer may, by notice in writing to the Supplier, immediately terminate the Agreement or reduce its scope.

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### 4. Facilitation and cooperation

- (a) This clause 4 applies for as long as the Supplier provides the Third Party Supplier Product to the Customer through a reseller arrangement and the Customer continues to purchase the Services as described in each Statement of Work. If the Services as described in each Statement of Work terminate for any reason, this clause 4 will immediately cease to apply.
- (b) The Supplier must facilitate the provision of the Third Party Supplier Product to the Customer, including by:

- (i) facilitating Customer access to the Third Party Supplier Product in accordance with the timeframes specified in the Order Documents or where no timeframes are specified, from the Commencement Date;
  - (ii) providing to the Customer all relevant documentation and training regarding the use of the Third Party Supplier Product by the Customer in accordance with each Statement of Work;
  - (iii) carrying out the tasks and responsibilities in relation to the Third Party Supplier Product as specified in each Statement of Work and the other Order Documents; and
  - (iv) assisting the Customer to obtain the full benefit of any applicable warranties that the Customer is entitled to for the Third Party Supplier Product.
- (c) In addition to the other obligations under the Agreement, the Supplier must cooperate, and interface its activities, with the Third Party Supplier in order to:
- (i) facilitate the successful operation, delivery and testing of the Third Party Supplier Product; and
  - (ii) meet all relevant standards and performance requirements under the Agreement,
- in accordance with each Statement of Work.
- (d) Without limiting its other obligations under the Agreement, the Supplier must, as part of the Services:
- (i) action and respond to enquiries and help desk requests from the Customer and Customer Users that relate to, or are caused by, the Third Party Supplier Product (including actioning and responding to such requests in a timely manner and in accordance with any key performance indicators, Service Levels or other performance metrics or timeframes referenced in each Statement of Work);
  - (ii) monitor the provision of the Third Party Supplier Product to ensure that it meets the Specifications and all other requirements of the Agreement; and
  - (iii) promptly notify the Customer in writing if the Supplier has reason to believe (including through its monitoring of the provision of the Third Party Supplier Product) that the Third Party Supplier Product:
    - A. has a Defect; or
    - B. is at risk of adversely impacting the Customer's Energy Security Safeguard, the Customer Environment or any aspect of the Supplier's Activities.
- (e) Notwithstanding the reseller as a facilitator model, the Supplier will remain liable for any Losses suffered or incurred by the Customer, to the extent that such Losses were caused or contributed by the Supplier's failure to comply with the Supplier's obligations under this clause 4.

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## 5. Intellectual property

- (a) The parties acknowledge and agree that:

- (i) given the reseller arrangement, the licence rights and conditions with respect to the Third Party Supplier Product will be on the licence terms set out in the Subscription Services Agreement and not on the licence terms set out in clause 17 of the Agreement; and
  - (ii) clause 17.8 (Open Source Software) of the Agreement does not apply with respect to the Third Party Supplier Product.
- (b) However, for clarity:
- (i) except to the extent expressly specified in clause 5(a), nothing in these Additional Conditions is intended to affect or vary:
    - A. the Customer's Intellectual Property Rights and licences under the Agreement with respect to Deliverables other than the Third Party Supplier Product;
    - B. any warranties, representations or acknowledgements under the Agreement (including those specified in clause 17.12 of the Agreement); or
    - C. the Supplier's obligations under clause 17 of the Agreement.

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## 6. Subscription Services Agreement

The parties acknowledge and agree that:

- (a) the Subscription Services Agreement will only apply with respect to the Third Party Supplier Product, and not any other aspect of the Supplier's Activities;
- (b) the Subscription Services Agreement is annexed to these Additional Conditions for reference purposes only and does not form part of this Agreement;
- (c) without limiting the Customer's rights with respect to any Defect in a Service or Deliverable to be supplied by the Supplier under the Agreement, the Customer's sole remedies with respect to any defects in the Third Party Supplier Product shall be as specified in the Subscription Services Agreement; and
- (d) the licence for the Third Party Supplier Product will be directly between the Customer and the Third Party Supplier.

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## 7. Customer's right to directly procure

- (a) Without limiting the Customer's other rights under the Agreement, at any time during the Term, the Customer may elect to procure the Third Party Supplier Product directly from the Third Party Supplier and not through the Supplier as a reseller.
- (b) Where the Customer makes an election pursuant to clause 7(a) of these Additional Conditions, it must provide a minimum of 90 days' notice in writing to the Supplier (**Notice Period**) before transitioning to a direct procurement arrangement.
- (c) After the Notice Date, the parties agree that the Customer will not be liable for any ongoing "licensing charges" as defined in each Statement of Work. For clarity and without limiting the Customer's other rights and remedies under this Agreement or at law, no refund applies for fees paid prior to the date of termination.

- (d) The Customer acknowledges and agrees that the Subscription Services Agreement will continue to the end of its then current term unless otherwise agreed with the Third Party Supplier.

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## 8. Data Security Pack

- (a) The Supplier's Personnel involved in the provision of the Supplier's Activities (or who may receive or have access to the Customer's Confidential Information or Personal Information in connection with this Agreement), must sign a data security pack that includes:
  - (i) obligations that are consistent with the privacy and confidentiality obligations under this Agreement;
  - (ii) obligations that are consistent with the security obligations under this Agreement; and
  - (iii) details of the consequences for the Supplier's Personnel in breaching the obligations in paragraphs (i) and (ii); andis in a form agreed by the Customer.
- (b) Unless otherwise agreed by the Customer in writing, the data security pack must be signed by all relevant Supplier Personnel and a copy provided to the Customer's Representative prior to the Supplier's Personnel commencing the Supplier's Activities or being provided with access to the Customer's Confidential Information or Personal Information and on a quarterly basis thereafter.
- (c) The Supplier must provide a draft of the data security pack to the Customer by 21 January 2022, and the parties will use all reasonable efforts to agree the form of the data security pack by 31 January 2022.

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## 9. Survival

In addition to the clauses specified in clause 39.7(b)(i) of the Core Terms, Item 49 of the Order Form survives the termination and expiry of this Agreement.



**Annexure 1: Subscription Services Agreement**

## Use Authorization Form



ServiceNow Australia Pty Ltd  
Level 48, 680 George Street  
Sydney NSW 2000  
ABN: 88 149 683 312

## Use Authorization Number

UAN1226261-1

## End Customer Address:

Company Name	Independent Pricing & Regulatory Tribunal
Address	McKell Bldg
Suite	L 15 2-24 Rawson Pl
City	Haymarket
State/Province	NSW - New South Wales
Zip/Postal Code	2000
Country	Australia
Website	https://www.ipart.nsw.gov.au
Business Contact	
Title	
Phone	
E-Mail	

## Reseller:

Company Name	Accenture Australia Pty Ltd
Order Number #	ORD1226261-1
Level1 Support Provider	ServiceNow

Product Code	Subscription Product Name	Type	Units	Subscription Term	Start Date	End Date
PROD16843	ServiceNow® Customer Service Management Professional – Transactions	Custom User Type (Defined Below)	16000	36 Months	24 Dec 2021	23 Dec 2024
PROD11418	ServiceNow® IntegrationHub Professional	Transactions	1	36 Months	24 Dec 2021	23 Dec 2024
PROD11415	ServiceNow® IntegrationHub Starter	Transactions	1	36 Months	24 Dec 2021	23 Dec 2024
PROD12492	ServiceNow® Agile Team	Module	1	36 Months	24 Dec 2021	23 Dec 2024

## Hosting Details:

ServiceNow # of Instances:	1 Production 4TB Storage Limit, 2 Non Production 4TB Storage Limit	
Instance Names:	ipart, ipartdev, iparttest	
Customer ServiceNow Admin:		E-mail:
Data Center Region:	Australia	

## Terms and Conditions

End Customer's use rights to the Subscription Products listed above as purchased from the ServiceNow authorized reseller referenced above ("Reseller") are governed by a contract consisting of the terms and conditions of this Use Authorization and the Subscription Service Agreement WHICH IS INCORPORATED IN THE CONTRACT BY THIS REFERENCE which is located at <https://www.servicenow.com/upgrade-schedules.html> (collectively, "Agreement"). End Customer may request a printed copy of this document by emailing ServiceNow at [legal.request@servicenow.com](mailto:legal.request@servicenow.com). All initially capitalized terms not defined in this Use Authorization are defined elsewhere in the Agreement with End Customer referring to the counter-party to ServiceNow or "Customer" in the Subscription Service Agreement. If this Use Authorization conflicts with the other documents comprising the Agreement, this Use Authorization will control.

## Product Overview

The ServiceNow Product Overview containing descriptions of the ServiceNow applications and platform services included in the Subscription Products ordered hereunder is posted on <https://www.servicenow.com/upgrade-schedules.html>.

## ServiceNow® Order Form - Product and Use Definitions

### USER TYPE DEFINITIONS

**"User"** means any employee or contractor of Customer or Customer Affiliate that is assigned a unique username and password and has a user profile in the Subscription Service designated as "active". Only Users may be given access to the subscription service by Customer. A use right may not be shared or transferred. Customer shall not use the subscription service in a manner that circumvents usage restrictions.

**"Approver User"** is any User performing any of the functions set forth in the table below for an Approver User. An Approver User may only perform the functions set forth in the table below for an Approver User.

**"Requester User"** is any User that performs only the functions set forth in the table below for a Requester User.

**"End User"** has the same use rights as **"Requester User."**

**"Fulfiller User"** is any User other than an Approver User or Requester User. Without limitation, a Fulfiller User is any User that performs any function other than an Approver User function or Requester User function, including those set forth in the table below for a Fulfiller User.

**"Process User"** has the same use rights as **"Fulfiller User."**

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included
Create any report	-	-	included
Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

### CUSTOM TABLE CREATION AND INSTALLATION

Customer may create or install Custom Tables in a non-production instance. The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product. A "Custom Table" is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform and used for any

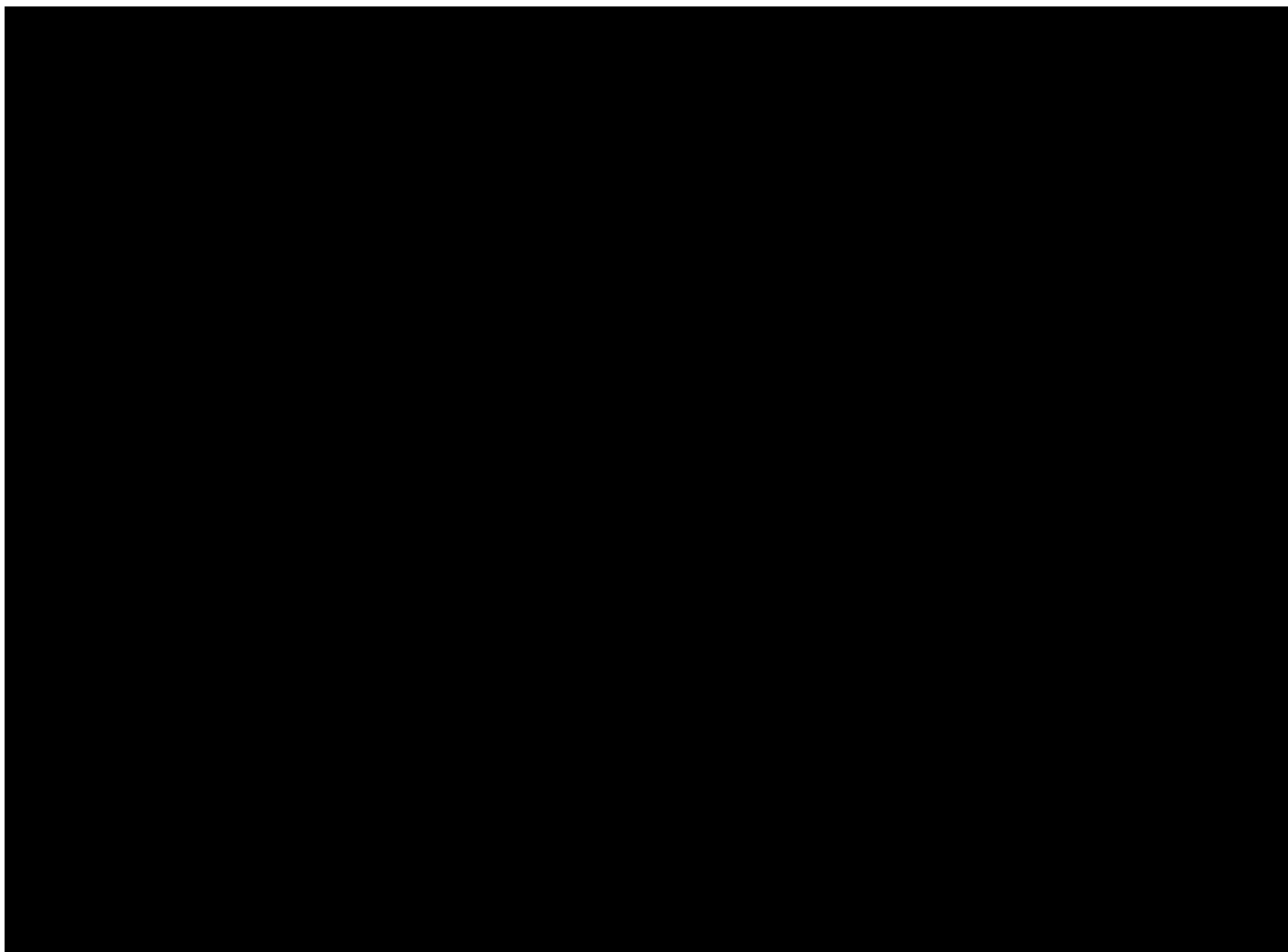
purpose, including the creation of a custom application, unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on <https://www.servicenow.com/upgrade-schedules.html> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at [legal.request@servicenow.com](mailto:legal.request@servicenow.com).

<b>SUBSCRIPTION PRODUCTS</b>	
<b>Subscription Product Code/Name</b>	<b>Included ServiceNow Applications and Use Rights</b>
PROD16843 ServiceNow® Customer Service Management Professional – Transactions	<p>Included Applications: Customer Service Management; Communities; Continual Improvement Management; Proactive Customer Service Operations; Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Outsourced Customer Service; Service Owner Workspace; Vendor Manager Workspace; Mobile Publishing; Universal Request Pro; DevOps; DevOps Insights; Engagement Messenger; Predictive Intelligence; Virtual Agent; and Performance Analytics</p> <p>Customer is entitled to the number of purchased Customer Service Management Professional - Transactions annually. In addition, Customer is granted the rights for External Users.</p> <p>Notwithstanding the definition of User above, an External User is defined as Customer's external contacts, including, but not limited to, Customer's accounts, consumers, households, partners, or other contacts. External Users may create, view, modify, or approve requests of their own or related accounts via the Customer Portal, approve requests for new contact creation; and manage users or assets of their own or related accounts.</p> <p>Performance Analytics, Virtual Agent and Predictive Intelligence use rights apply only to Customer Service Management Professional - Transactions Applications and App Engine 100 Custom Tables.</p> <p>Measurement - Measurement of Customer Service Management Professional - Transactions. For purposes of auditing, the quantity of transactions will be measured by counting the number of Cases of any Case type created in the table sn_customerservice_case and its derivatives during the prior 365 days. ServiceNow may remotely review Customer's use of the Subscription Service at any time, and upon ServiceNow's written request Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement.</p> <p>App Engine 100: Customer is granted the right to create or install up to 100 Custom Tables and to grant each User the right to access those Custom Tables as an Unrestricted User. An Unrestricted User is every User that is assigned a unique username and has a user profile in the Subscription Service designated as "active".</p> <p>The following Application(s) became available in the family release indicated: Paris - Outsourced Customer Service Quebec - Engagement Messenger</p>
PROD11418 ServiceNow® IntegrationHub Professional	<p>IntegrationHub Professional includes Activity Designer; Activity Packs; and entitlement for up to 2,000,000 IntegrationHub Transactions annually (unused Transactions expire annually).</p> <p>IntegrationHub Professional includes Protocols and Spokes as set forth in the IntegrationHub Overview on <a href="https://www.servicenow.com/upgrade-schedules.html">www.servicenow.com/upgrade-schedules.html</a> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at <a href="mailto:legal.request@servicenow.com">legal.request@servicenow.com</a>.</p> <p>An IntegrationHub Transaction is defined as any external call originating from, initiated by, or part of, a flow within Flow Designer or Workflow.</p> <p>Additional annual Transactions require the purchase of a separate IntegrationHub package.</p>
PROD11415 ServiceNow® IntegrationHub Starter	<p>IntegrationHub Starter includes entitlement for up to 1,000,000 IntegrationHub Transactions annually (unused Transactions expire annually).</p> <p>IntegrationHub Starter includes Protocols and Spokes as set forth in the IntegrationHub Overview on <a href="https://www.servicenow.com/upgrade-schedules.html">www.servicenow.com/upgrade-schedules.html</a> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at <a href="mailto:legal.request@servicenow.com">legal.request@servicenow.com</a>.</p> <p>An IntegrationHub Transaction is defined as any external call originating from, initiated by, or part of, a flow within Flow Designer.</p> <p>Additional annual Transactions require the purchase of a separate IntegrationHub package.</p>
PROD12492 ServiceNow® Agile Team	<p>Included Applications: Agile Development and Test Management</p> <p>All Users may use the above applications.</p>

**ACKNOWLEDGED AND AGREED:**

**End Customer: Independent Pricing & Regulatory Tribunal**

**ServiceNow Australia Pty Ltd**



## SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement (“**Agreement**”) is made between the ServiceNow entity (“**ServiceNow**”) and the customer entity (“**Customer**”) on the ordering document issued by ServiceNow and becomes effective on the last signature date of the ordering document (“**Effective Date**”). The Agreement includes the following, all of which are deemed incorporated by this reference: the General Terms and Conditions below; all Order Forms, Product Overviews, SOWs, and Service Descriptions; and any other terms expressly referenced anywhere in this Agreement. All capitalized terms not defined in the General Terms and Conditions will have the meaning given to them in other parts of the Agreement.

Pursuant to a separate transaction between Customer and ServiceNow’s authorized reseller (“**Reseller**”), Customer has purchased from Reseller certain products and services to be delivered by ServiceNow. This Agreement specifies the terms and conditions under which those services will be provided, apart from price, payment and other terms specified in the separate agreement between Customer and Reseller. Any claims for refunds or service credits from ServiceNow under this Agreement must be submitted to Reseller by Customer.

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

**1.1 “Affiliate”** means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with a party, where “**Control**” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause direction of the general management of a legal entity.

**1.2 “Ancillary Software”** means software licensed by ServiceNow to Customer that is typically deployed on Customer’s machines to enable access to and use of the Subscription Service. Ancillary Software may include or be provided with code licensed under third-party agreements, including open source software.

**1.3 “Claim”** means any third-party suit, claim, action, or demand.

**1.4 “Confidential Information”** means: (1) ServiceNow Core Technology (which is ServiceNow’s Confidential Information); (2) Customer Data and Customer Technology (which is Customer’s Confidential Information); (3) any of a party’s information that, due to the nature of the information or circumstances of disclosure, the receiving party should reasonably understand it to be confidential; and (4) this Agreement and any amendment or attachment (which are all deemed Confidential Information of both parties). Confidential Information excludes any information; (a) that is or becomes generally publicly known without fault or breach by receiving party; (b) that receiving party obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make the disclosure; or (c) that is independently developed by receiving party without using disclosing party’s Confidential Information.

**1.5 “Customer Data”** means Customer’s electronic data that is uploaded by or for Customer or its agents, employees, or contractors, and processed in the Subscription Service, excluding ServiceNow Core Technology.

**1.6 “Customer Technology”** means software, methodologies, templates, business processes, documentation, or other material originally authored, invented, or otherwise created by or for Customer (but not by or for ServiceNow) for use with the Subscription Service, excluding ServiceNow Core Technology.

**1.7 “Deliverable”** means anything created for Customer in performance of Professional Services other than Newly Created IP.

**1.8 “Documentation”** means the then-current ServiceNow documentation for the Subscription Service or Ancillary Software at <https://docs.servicenow.com>. Documentation includes solely technical program or interface documentation, user manuals, operating instructions, and release notes.

**1.9 “IPR”** means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

**1.10 “Law”** means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code, and requirement of any government authority (federal, state, local, or international) having jurisdiction.

**1.11 “Newly Created IP”** means IPR in inventions or works of authorship newly created by ServiceNow specifically for Customer and expressly identified as “Newly Created IP” in an SOW. No ServiceNow Core Technology (or anything else

not newly created in the course of performing the applicable Professional Services described in the SOW) may be construed to be Newly Created IP.

**1.12 “Use Authorization”** means a written document provided to Customer specifying the products and services purchased by Customer and the term and scope of their authorized use.

**1.13 “Product Overview”** means ServiceNow’s published description of its products and the functionality of such products, solely to the extent attached to or expressly referenced in a Use Authorization.

**1.14 “Professional Services”** means any consulting, development, or educational services provided by or for ServiceNow pursuant to an agreed upon SOW or Service Description.

**1.15 “Service Description”** means the written description for a packaged Professional Service, attached to or referenced in a Use Authorization.

**1.16 “ServiceNow Core Technology”** means: (1) the Subscription Service, Ancillary Software, Documentation, and technology and methodologies (including products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects, and documentation) created by or for, or licensed to, ServiceNow; and (2) updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related documentation.

**1.17 “SOW”** means a statement of work that describes scoped Professional Services.

**1.18 “Subscription Service”** means the ServiceNow software-as-a-service offering ordered by Customer under a Use Authorization.

**1.19 “Subscription Term”** means the period of authorized access to and use of the Subscription Service, as set forth in a Use Authorization.

## **2. SERVICENOW RESPONSIBILITIES**

**2.1 PROVISION OF THE SUBSCRIPTION SERVICE; COMPLIANCE WITH LAWS.** During the Subscription Term, ServiceNow will: (1) make the Subscription Service available to Customer pursuant to this Agreement, and (2) provide Customer Support, an Availability SLA, Upgrades and Updates, and ServiceNow’s Insurance Coverage disclosure as described in the Customer Support Addendum (“**CSA**”) at <https://www.servicenow.com/upgrade-schedules.html>; and (3) provide the Subscription Service in accordance with all Laws applicable to ServiceNow’s provision of the products and services to its general customer base (i.e., without regard to Customer’s particular use of the Subscription Service or Laws specific to Customer and its industry not otherwise applicable to ServiceNow).

**2.2 PROTECTION AND RETURN OF CUSTOMER DATA.** During the Subscription Term, ServiceNow will maintain a written Security Program that includes policies, procedures and controls aligned to ISO27001, or a substantially equivalent standard, that includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access as described in the data security addendum (“**DSA**”) at <https://www.servicenow.com/upgrade-schedules.html>. The terms of the data processing addendum at <https://www.servicenow.com/upgrade-schedules.html> (“**DPA**”) shall apply to ServiceNow’s Processing of Personal Data (as defined in the DPA). Upon written request by Customer within 45 days after termination or expiration of this Agreement (or termination or expiration of a Use Authorization), ServiceNow will provide any Customer Data in the Subscription Service to Customer in ServiceNow’s standard database export format at no additional charge. After such 45 day period, ServiceNow shall have no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control, delete Customer’s instances of the Subscription Service, and upon written request, provide confirmation of such deletion.

**2.3 UPDATES.** The CSA, DSA and DPA in effect as of the date of the Use Authorization will apply to the Subscription Services specified on such Use Authorization. ServiceNow may update the CSA, the DSA and the DPA, however, in no event will any update be effective until the end of the applicable Subscription Term.

## **3. ACCESS AND USE RIGHTS; RESTRICTIONS; PROFESSIONAL SERVICES.**

**3.1 ACCESS AND USE RIGHTS.** For each Subscription Term, ServiceNow grants the access and use rights in this Section 3 to the ServiceNow Core Technology described in the applicable Use Authorization.

**3.1.1. SUBSCRIPTION SERVICE.** ServiceNow authorizes Customer to access and use the Subscription Service during the Subscription Term in the applicable Use Authorization, solely for its internal business purposes in accordance with the Documentation.

**3.1.2. ANCILLARY SOFTWARE.** ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except under Section 11.1), non-exclusive, royalty-free license during the Subscription Term to install and execute Ancillary Software on Customer's machines, solely to facilitate Customer's authorized access to and use of the Subscription Service.

**3.2 AFFILIATE ACCESS AND USE.**

**3.2.1. ACCESS THROUGH CUSTOMER.** Customer may, at its option, provide access and use rights to the Subscription Service to one or more Customer Affiliates, subject to this Agreement ("**Affiliate User**"). If Customer does so, it will be wholly responsible for Affiliate Users' compliance with the terms of this Agreement and all acts and omissions of such Affiliate Users. No Customer Affiliate will have the right to take any legal action against ServiceNow under this Agreement or any Use Authorization unless such Customer Affiliate has entered into a direct Use Authorization with ServiceNow.

**3.3 RESTRICTIONS.** With respect to the ServiceNow Core Technology, Customer will not (and will not permit others to): (1) use it in excess of contractual use limits (including as stated in a Use Authorization), or in a manner that circumvents use limits or technological access control measures; (2) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, except as may be otherwise expressly stated herein or in a Use Authorization; (3) access it for purposes of developing or operating products or services for third-parties in competition with ServiceNow Core Technology; (4) disassemble, reverse engineer, or decompile it; (5) copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in this Agreement; (6) remove or modify a copyright or other proprietary rights notice in it; (7) use it in violation of Law (including those applicable to collection and processing of Customer Data through the Subscription Service); (8) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other IPR (including the rights of publicity) without first obtaining the owner's permission; (9) use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; or (10) access or disable any ServiceNow or third-party data, software, or network (other than Customer's instance of the Subscription Service). Customer will notify ServiceNow at [legalnotices@servicenow.com](mailto:legalnotices@servicenow.com) 30 days before it engages in any of the foregoing that it believes it may be entitled to and provide reasonably requested information to allow ServiceNow to assess Customer's claim. ServiceNow may, in its discretion, provide alternatives that reduce adverse impacts on ServiceNow's IPR or other rights.

**3.4 PROVISION OF PROFESSIONAL SERVICES.** Customer and ServiceNow may enter into one or more SOWs or Use Authorizations subject to this Agreement for the provision of Professional Services.

**4. ORDERING.**

**4.1 RESELLER ORDERS.** Customer shall order products and services directly from Reseller pursuant to a separate agreement between Customer and Reseller to which ServiceNow is not a party. Reseller will provide Customer with a Use Authorization for each order which Customer will sign and return. ServiceNow will have no obligation to provide products or services to Customer until it has received an executed Use Authorization. Reseller is not authorized to make any changes to this Agreement (including any Use Authorizations) or bind ServiceNow to any additional or different terms or conditions. Customer may place new orders directly through Reseller or ServiceNow, provided that if Customer places an order directly with ServiceNow, Customer must sign an addendum to this Agreement setting forth ordering and payment terms between Customer and ServiceNow.

**4.2 USE VERIFICATION.** ServiceNow may remotely review the scope of Customer's use of the Subscription Service, and on ServiceNow or Reseller's written request, Customer will provide reasonable assistance to verify Customer's compliance with the Agreement with respect to access to and use of the Subscription Service. If ServiceNow determines that Customer has exceeded its permitted access and use rights to the Subscription Service, ServiceNow will notify Customer and Customer will, within 30 days, either: (1) disable any unpermitted use; or (2) purchase additional subscriptions commensurate with Customer's actual use. If Customer fails to regain compliance within such thirty 30-day period ServiceNow may suspend Customer's use of the Subscription Service or terminate this Agreement for cause in accordance with Section 10, in addition to any other available rights or remedies.



## 5. INTELLECTUAL PROPERTY.

**5.1 SERVICENOW OWNERSHIP.** As between the parties, ServiceNow and its licensors exclusively own all right, title, and interest in and to all IPR in the ServiceNow Core Technology, notwithstanding anything in this Agreement purportedly to the contrary. Except for the rights and licenses expressly granted in Section 3, ServiceNow, on behalf of itself and its licensors, reserves all rights in the ServiceNow Core Technology and does not grant or give Customer any rights whatsoever. Any ServiceNow Core Technology delivered to Customer or to which Customer is given access has been licensed, not sold, even if, for convenience, ServiceNow uses words such as “sale” or “purchase” in Use Authorizations or other documents.

**5.2 CUSTOMER OWNERSHIP.** As between the parties, Customer and its licensors will retain all right, title, and interest in and to all IPR in Customer Data and Customer Technology. Customer grants to ServiceNow a royalty-free, fully paid, non-exclusive, non-transferrable (except under Section 11.1), worldwide, right to use Customer Data and Customer Technology solely to provide and support the Subscription Service.

**5.3 FEEDBACK.** If Customer provides suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Subscription Service (collectively, “Feedback”) Customer grants to ServiceNow a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 11.1), non-exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize Feedback (including by incorporation of such Feedback into ServiceNow Core Technology) without restriction.

**5.4 PROFESSIONAL SERVICES.** Subject to this Section 5.4, ServiceNow assigns (and in the future is deemed to have assigned) to Customer any Newly Created IP upon Customer’s payment in full under the SOW that specifies creation of the Newly Created IP. If any ServiceNow Core Technology is incorporated in a Deliverable, ServiceNow grants Customer a non-exclusive, royalty-free, non-transferable (except under Section 11.1), non-sublicensable worldwide license to use such ServiceNow Core Technology, solely in connection with use of the Subscription Service under this Agreement during the applicable Subscription Term. Nothing in this Agreement may be construed to limit ServiceNow’s right to perform (and to assign employees or contractors to perform) similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

## 6. WARRANTIES; DISCLAIMER OF WARRANTIES.

**6.1 SERVICENOW WARRANTIES.** ServiceNow warrants that, (1) during the Subscription Term, Customer’s production instance of the Subscription Service will materially conform to the Product Overview; and (2) Professional Services will be performed in a competent and workmanlike manner, in accordance with accepted industry standards and practices and all material requirements in the applicable SOW or Service Description.

### 6.2 REMEDIES.

**6.2.1 SUBSCRIPTION SERVICE.** If any non-conformity to the Product Overview (excluding any non-conformity caused by a modification to the Subscription Service made by Customer or a third-party acting at Customer’s direction), persists without relief more than 30 days after Customer’s notice of the non-conformity, then Customer may terminate the affected Subscription Service immediately on written notice of termination, and as Customer’s exclusive remedy ServiceNow will refund to Customer any prepaid subscription fees covering the remainder of the applicable Subscription Term for the non-conforming Subscription Service after the date of termination.

**6.2.2 PROFESSIONAL SERVICES.** If within 30 days after performance of any non-conforming Professional Services Customer notifies ServiceNow of a breach then, ServiceNow at its option will, as Customer’s exclusive remedy either use commercially reasonable efforts to re-perform the Professional Services in conformance with the material requirements of the applicable SOW or Service Description or terminate the affected Professional Services and refund to Customer any amounts paid for the nonconforming Professional Services.

**6.3 DISCLAIMER.** Except for the warranties expressly stated in this Section 6, to the maximum extent allowed by Law, ServiceNow disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written, including warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, and any warranties arising from usage of trade, course of dealing, or course of performance). Without limiting the above, ServiceNow does not warrant that the Subscription Service: (1) will meet the requirements of Customer or others; (2) will be accurate or

operate without interruption or error; or (3) is designed for any purpose requiring fail-safe performance for which failure could result in death, personal injury or severe physical, property, or environmental damage.

## 7. CONFIDENTIAL INFORMATION.

**7.1 RIGHTS AND OBLIGATIONS.** The recipient of Confidential Information will: (1) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event less than reasonable care; and (2) not use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party will limit disclosure of the other's Confidential Information to those of its and its Affiliates' employees and contractors with a need to know such Confidential Information to exercise rights and obligations under this Agreement, and then only to employees and contractors subject to binding disclosure and use restrictions at least as protective as those in this Agreement. Each party's obligations under this Section 7 will remain in effect during, and for 3 years after termination of, this Agreement. Receiving party will, at disclosing party's request, return all originals, copies, reproductions, and summaries of Confidential Information and other tangible materials and devices provided to receiving party as Confidential Information, or at disclosing party's option, certify destruction of same. Provisions for return of Customer Data are in Section 2.2.

**7.2 THIRD PARTY REQUESTS.** This Agreement will not prevent receiving party from disclosing the other party's Confidential Information to a court or governmental body pursuant to a valid court order, Law, subpoena, or regulation, but only if receiving party: (1) gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; (2) reasonably assists disclosing party, at disclosing party's cost, in its lawful efforts to resist or limit such disclosure; and (3) discloses only that portion of disclosing party's Confidential Information that is legally required to be disclosed.

## 8. INDEMNIFICATION.

### 8.1 BY SERVICENOW.

**8.1.1. OBLIGATION.** Subject to this Section 8, ServiceNow will: (1) defend Customer and Customer Affiliates, and its and their officers, directors, and employees against any Claim to the extent alleging any: (a) ServiceNow Core Technology used in accordance with this Agreement infringes any IPR of any unaffiliated third party ("IPR Claim"); or (b) ServiceNow personnel when onsite at Customer's premises caused death, bodily harm, or damage to tangible personal property due to their negligence or willful misconduct; and (2) pay any settlement amount or court-ordered damages award under the forgoing clauses (1)(a) or (1)(b) to the extent arising from such Claim.

**8.1.2. MITIGATION.** In connection with any IPR Claim, ServiceNow may: (1) contest the Claim; (2) obtain claimant's permission for Customer's continued use of the applicable Subscription Service or ServiceNow Core Technology; (3) replace Customer's access to or use of the applicable Subscription Service or ServiceNow Core Technology with substantially similar functionality that avoids the Claim; or (4) if ServiceNow determines the foregoing clauses (1), (2), and (3) are commercially impracticable, terminate Customer's access to and use of the affected Subscription Service on 60-days' prior notice and refund any prepaid subscription fees covering that part of the applicable Subscription Term for such Subscription Service remaining after the effective date of termination.

**8.1.3. LIMITATIONS.** Notwithstanding the above, ServiceNow has no obligation or liability for any Claim under Section 8.1.1(1)(a) to the extent arising from: (1) use of any ServiceNow Core Technology not expressly authorized under this Agreement, to the extent the Claim would have been avoided without such access or use; (2) Customer Data or Customer Technology; or (3) use of ServiceNow Core Technology: (a) in violation of Law; (b) after termination under Section 8.1.2(4); or (4) modification to the ServiceNow Core Technology to Customer's specifications or by anyone other than ServiceNow or its contractors, or if combined with anything not provided by ServiceNow, if the Claim would have been avoided but for such modification or combination.

**8.2 BY CUSTOMER.** Customer will: (1) defend ServiceNow and ServiceNow Affiliates, and its and their officers, directors, and employees against any Claim to the extent alleging that Customer Data, Customer Technology, or a modification to any ServiceNow Core Technology made to Customer's specifications or otherwise made by or on behalf of Customer (other than one made by or for ServiceNow and only if the Claim would have been avoided by use of the unmodified ServiceNow Core Technology), infringes any IPR, or violates any third-party privacy rights; and (2) pay any settlement amount or court-ordered damages award, under the foregoing clause (1) to the extent arising from such Claim.

**8.3 PROCESS.** Each party's duty to indemnify under Section 8.1 or 8.2, as applicable, is subject to indemnified party: (1) notifying indemnifying party promptly of any actual or threatened Claim, (2) giving indemnifying party sole control of the defense of such Claim and of any related settlement negotiations, and (3) cooperating and, at indemnifying party's reasonable request and expense, assisting in such defense. Neither party will stipulate, acknowledge, or admit fault or liability on the other's part without the other's prior, written consent. Indemnifying party will not publicize any settlement without indemnified party's prior, written consent. **To the extent the parties perform as required, this Section 8 states each party's entire liability and the other party's exclusive remedy for third-party claims and third-party actions.**

## 9. LIMITATION OF LIABILITY

**9.1 LIMITED LIABILITY.** ServiceNow shall have no liability for any refund that, in accordance with the terms of this Agreement, is to be paid by Reseller. To the extent permitted by Law, each party's total, cumulative liability arising out of or related to this Agreement and the products and services provided under it, whether based on contract, tort (including negligence), or any other legal or equitable theory, will be limited to the amounts paid by Customer for use of the products or provision of the services giving rise to the claim during the 12-month period preceding the first event giving rise to liability. Multiple claims will not enlarge this limit.

**9.2 EXCLUDED DAMAGES.** To the extent permitted by Law, neither ServiceNow nor Customer will be liable to the other or any third party for lost profits (direct or indirect), for loss of use or data, or for any incidental, consequential, punitive, special, or exemplary damages (including damage to business, reputation or goodwill), or indirect damages of any type however caused, whether by breach of warranty, breach of contract, in tort (including negligence), or any other legal or equitable cause of action, even if such party has been advised of such damages in advance or if such damages were foreseeable.

**9.3 APPLICABILITY.** The limits in Section 9.1 and exclusions in Section 9.2 do not apply to: (1) obligations to pay for products, services or taxes; (2) obligations to pay third parties under Section 8; (3) IPR infringement; or (4) an action in tort, separate and distinct from a cause of action for breach of this Agreement, for the party's gross negligence or willful misconduct.

## 10. TERM AND TERMINATION

**10.1 GENERALLY.** This Agreement begins on the Effective Date and continues until terminated under its terms. Each party may terminate this Agreement in its entirety: (1) on 30 days' prior notice to the other, if at the time of notice there are no Use Authorizations in effect; (2) immediately on notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction, that is not dismissed within 60 days of its commencement or an assignment for the benefit of creditors; or (3) immediately on notice if the other party materially breaches this Agreement and does not cure such breach within 30 days after the other party's receipt of notice of the breach. Either party may terminate a Use Authorization or SOW on notice if the other party materially breaches this Agreement or the applicable Use Authorization or SOW for the affected service and does not cure the breach within 30 days after receiving notice of the breach. Professional Services are separately ordered from the Subscription Service and are not required for use of the Subscription Service. A party's breach of its Professional Services obligations will not by itself constitute a breach by that party of its Subscription Service obligations, even if the services are enumerated in the same Use Authorization.

**10.2 SUBSCRIPTION SERVICE.** On termination of a Use Authorization or expiration of a Subscription Term, Customer will stop accessing and using, and ServiceNow will stop providing, the Subscription Service and all related rights granted to Customer in this Agreement terminate immediately, automatically, and without notice. ServiceNow will, within 30 days after the effective date of Customer's termination for ServiceNow's breach, refund to Customer any prepaid fees covering the remainder of the Subscription Term for the affected Subscription Service, if any, after the effective date of termination. Within 30 days after the effective date of ServiceNow's termination for Customer's breach, Customer will pay all remaining amounts, if any, payable for the Subscription Term applicable to the terminated Use Authorization, regardless of the due dates in the Use Authorization.

**10.3 SURVIVAL.** Sections 3.3 (Restrictions), 5 (Intellectual Property), 6 (Warranties; Disclaimer of Warranties) (solely in accordance with its terms), 7 (Confidential Information) through 9 (Limitation of Liability), 10 (Term and Termination) (solely in accordance with its terms), and 11 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of this Agreement.

## 11. GENERAL PROVISIONS.

**11.1 ASSIGNMENT.** Neither party may assign or novate its rights or obligations under this Agreement, by operation of law or otherwise (collectively, “Assign”), without the other’s prior written consent. Notwithstanding the foregoing, on notice and without consent: (a) either party may in connection with a merger, reorganization, or sale of all or substantially all of such party’s assets or equity, Assign this Agreement in its entirety to such party’s successor; and (b) ServiceNow may Assign this Agreement in its entirety to any ServiceNow Affiliate. Any attempted or purported Assignment in violation of this Section 11.1 is null and void. Subject to the foregoing, this Agreement binds and inures to the benefit of the parties, their respective successors, and permitted assigns.

**11.2 EXPORT.** The Subscription Service is subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Subscription Service (“Export Laws”). Customer agrees to comply with Export Laws that apply to Customer’s use of the Subscription Service. Without limiting the foregoing, Customer agrees it will not: (1) export, re-export, transfer, or otherwise use the Subscription Service in any country subject to an embargo or other sanctions by the U.S. (currently including Cuba, Iran, North Korea, Sudan, Syria, and Crimea Region of Ukraine); (2) export, re-export, or transfer, either directly or indirectly, to a person or entity barred by the applicable Export Laws from participating in export activities; and (3) use the Subscription Service for any purpose prohibited by Export Laws, including the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems.

**11.3 US GOVERNMENT RIGHTS.** The Subscription Service and Professional Services are commercial items and any software therein is commercial computer software (per Federal Acquisition Regulation (“FAR”) 12.211 and 12.212 and Department of Defense FAR Supplement (“DFARS”) 227.7202, as applicable). Government Customers shall have only those rights in technical data, computer software, and computer software documentation (collectively, “data”) set forth in these commercial terms of use, except that Department of Defense Customers may acquire additional rights in technical data pursuant to DFARS 252.227-7015(b). This provision applies in lieu of any FAR, DFARS, or other data rights clause or provision.

**11.4 NOTICE.** Except as otherwise provided in this Agreement, all notices will be in writing and deemed given on: (a) personal delivery; (b) when received by the addressee if sent by a recognized overnight courier (receipt requested); (c) the third business day after mailing; or (d) the first business day after sending by email with confirmation of receipt, except that email will not be sufficient for notices regarding any legal claim or alleged breach. Notices will be sent as set forth on the last page of this Agreement or as subsequently updated in writing.

**11.5 FORCE MAJEURE.** Except for payment obligations, neither party will be liable to the other if performance is prohibited or delayed by acts outside of the other party’s reasonable control, including: strikes, lock-outs, or other industrial disputes, or government action; failure of Internet connectivity or backbone or other telecommunications failures, in each case outside of ServiceNow’s local network; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a “Force Majeure Event”). ServiceNow will use reasonable efforts to mitigate the effects of Force Majeure Events.

**11.6 WAIVER; AMENDMENT.** Failure by a party to enforce any part of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Only written waivers signed by an authorized representative of the waiving party are effective. Except as otherwise provided in this Agreement, any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

**11.7 SEVERABILITY.** If any term of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, it will be enforced to the maximum extent permissible, and it will be deemed amended or replaced by a valid and enforceable term matching the intent of the original language as closely as possible. Such holding will not affect the remaining terms.

**11.8 RELATIONSHIP.** The parties are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, agency, or other relationship. Neither party has any right or authority to assume or create any obligation of any kind, express or implied, in the other’s name or on its behalf. No third-party is a third-party beneficiary of, or liable under, this Agreement.

**11.9 LAW.** This Agreement and any dispute or controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the Laws of New York, without regard to its conflict of laws principles. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction in New York City, New York to adjudicate any dispute arising out of or relating to this Agreement. To

the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its IPR.

**11.10 COUNTRY SPECIFIC PROVISIONS.** For any Customer domiciled outside the United States, Canada, or Mexico, the country-specific provisions following this Section 11 shall replace or supplement the equivalent provisions of the Agreement depending on the following: (a) if Customer is executing its Order Form with ServiceNow Nederland B.V., then “the Netherlands” provisions apply; (b) if Customer is executing its Order Form with ServiceNow UK Ltd., then the “United Kingdom” provisions apply; and (c) if Customer is executing its Order Form with ServiceNow Australia Pty Ltd, then the “Australia” provisions apply; and (d) if Customer is executing its Order Form with ServiceNow Brasil Gerenciamento de Serviços Ltda., then the “Brazil” provisions apply.

**11.11 CONSTRUCTION.** ServiceNow may provide Subscription Service only in the English language, unless otherwise agreed in writing. The parties have expressly requested that this Agreement and all related documents be drafted in English. *Les parties confirment avoir expressément exigé que le présent contrat et les documents de ServiceNow qui y sont attachés soient rédigés en anglais.* Section headings are for convenience only and are not to be used in interpreting this Agreement. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs.

**11.12 ENTIRETY; EXECUTION.** This Agreement: (1) is the parties’ entire contract regarding its subject and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings, negotiations, letters of intent, and proposals, with respect to that subject; (2) excludes any other terms Customer seeks to impose or incorporate or that may be implied by trade, custom, practice, or course of dealing; and (3) may be executed in counterparts and by electronic means to accurately send images (e.g., email or electronic signature service), and neither party will contest its validity solely because of such execution. Customer has not relied on any statement, promise, or representation not expressly included in this Agreement, including related to any possible future functionality that ServiceNow may provide or offer.



## THE NETHERLANDS

If Customer is executing its Order Form with ServiceNow Nederland B.V., the following language shall replace Section 11.9 of the General Terms and Conditions:

If Customer is executing its Order Form with ServiceNow Nederland B.V., this Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in London, England, United Kingdom to adjudicate any dispute or claim arising out of or relating to this Agreement. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its IPR.

## UNITED KINGDOM

If Customer is executing its Order Form with ServiceNow UK Ltd., the following language shall replace Section 11.9 of the General Terms and Conditions:

This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in London, England, United Kingdom to adjudicate any dispute or claim arising out of or relating to this Agreement. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its IPR.

## AUSTRALIA

If Customer is executing its Order Form with ServiceNow Australia Pty Ltd, the following changes apply:

The following language shall be added as a new Section 6.4 of the General Terms and Conditions:

**COMPLIANCE WITH CONSUMER LAWS. To the extent, if any, that the terms and conditions of the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or other statutory Law prevent ServiceNow from excluding certain liability as set forth in the Agreement, ServiceNow's liability will be limited to the extent permitted by such Laws. No provision of this Agreement may be construed to derogate from any requirement to provide a refund under the Australian Consumer Law.**

The following language shall replace section 11.9 of the General Terms and Conditions:

This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of New South Wales, Australia. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in New South Wales, Australia, to adjudicate any dispute or claim arising out of or relating to this Agreement. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction in New South Wales, Australia to protect its IPR.

## BRAZIL

If Customer is executing its Order Form with ServiceNow Brasil Gerenciamento de Serviços Ltda., the following changes apply:

The following language shall replace Section 4.3. of the General Terms and Conditions:

**TAXES.** ServiceNow offers a remotely hosted service, so under this Agreement Customer may initiate purchases from, and pay from, any of its Affiliates inside or outside of Brazil, and may use and access the Subscription Service and receive Professional Services inside or outside of Brazil, without restriction and as controlled by Customer (with the exception of US embargoed countries as described in Section 11.2 (Export)). Different Taxes may apply depending on where the services are purchased and paid for, and in some cases, where the services are accessed or used.

For purchases of, payment for, access to, and use of the Subscription Service and Professional Services in Brazil, the following terms shall apply: “**Taxes**” shall mean all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, excise, business, service, and similar transactional taxes imposed by any taxing jurisdiction in Brazil and the interest and penalties thereon. ServiceNow shall issue a valid tax invoice to Customer and this invoice shall be inclusive of all Taxes as applicable by Brazilian Law. Where required by Brazilian Law, Customer will withhold Taxes with no impact on the final price. If withholding tax should apply to any purchase or Order Form, any pricing limitation herein or in an Order Form may be subject to renegotiation for future Order Forms.

For purchases of, payment for, access to or use of the Subscription Service and Professional Services from outside of Brazil by a foreign affiliate or a foreign place of business of Customer or its affiliates, the following terms shall apply: “**Taxes**” shall mean all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, excise, business, service, and similar transactional taxes imposed by any taxing jurisdiction and the interest and penalties thereon, value-added taxes (“**VAT**”), goods and service taxes (“**GST**”). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Subscription Service and Professional Services. Taxes shall not be deducted from the payments to ServiceNow, except as required by Law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, ServiceNow receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Each party is responsible for and shall bear taxes imposed on its net income. If ServiceNow is required to invoice or collect Taxes associated with Customer’s purchase of, payment for, access to or use of the Subscription Service or Professional Services, ServiceNow will issue an invoice to Customer including the amount of those Taxes, itemized where required by Law. Customer shall provide to ServiceNow its VAT or GST identification number(s) on the Order Form for: (a) the country where Customer has established its business; and/or (b) any other country where Customer has a fixed establishment. Customer shall use the ordered Subscription Service and Professional Services for Customer’s business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s). The parties’ obligations under this Section shall survive the termination or expiration of this Agreement.

**TAX EXEMPTION.** Customer hereby represents that it is not a tax-exempt entity, nor claims exemption from any Taxes under this Agreement. In the event that Customer claims exemption from any Taxes under this Agreement, Customer shall provide a tax exemption number on the Order Form and a certificate upon execution of the Order Form and, after receipt of valid evidence of exemption, ServiceNow shall not charge Customer any Taxes from which it is exempt.

The following language shall replace section 11.9 of the General Terms and Conditions:

This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Brazil. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in the city of São Paulo, state of São Paulo, to adjudicate any dispute or claim arising out of or relating to this Agreement. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its IPR and/or Confidential Information.

## CUSTOMER SUPPORT ADDENDUM

All capitalized terms not defined in this Customer Support Addendum will have the meaning given to them in other parts of the Agreement.

### 1. CUSTOMER SUPPORT

**1.1 SCOPE.** Customer support is provided to resolve defects causing a nonconformity in the Subscription Service as compared to the Product Overview (“**Customer Support**”). A resolution to a defect may consist of a fix, workaround, or other relief, as ServiceNow deems reasonable. Customer Support does not include performing the following:

- implementation, configuration, integration or customization services;
- training or assistance with administrative functions;
- resolving immaterial defects or defects due to modifications of the Subscription Service made by any person other than ServiceNow or a person acting at ServiceNow’s direction; or
- resolving defects on any instance of the Subscription Service not in conformance with Section 3 (Upgrades and Updates).

**1.2 ACCESS.** Customer Support is available 24 hours a day, 7 days a week, including all holidays by phone as indicated at <http://servicenow.com/support/contact-support.html> or via the support portal <https://hi.service-now.com/> (“**Support Portal**”).

### 1.3 INCIDENT PRIORITY; RESPONSE TIME; LEVEL OF EFFORT:

Priority	Definition	Target Response Times	Target Level of Effort
P1	Any defect that causes an instance not to be Available.	30 minutes	Continuously, 24 hours per day, 7 days per week
P2	Any defect that causes a critical function to fail.	2 hours	As appropriate 24 hours per day, 7 days per week
P3	Any defect that significantly impedes work or progress.	1 business day	As appropriate during normal business hours
P4	Any defect that does not significantly impede work or progress.	2 business days	As appropriate during normal business hours

### 1.4 CUSTOMER RESPONSIBILITIES

**1.4.1.** Customer will receive from ServiceNow communications via email, phone, or through the Support Portal regarding the Subscription Service and acknowledges that access to the Support Portal may require multi-factor authentication by Customer.

**1.4.2.** Customer will appoint a reasonable number of contacts (“**Customer Authorized Contacts**”) to engage Customer Support for questions and technical issues and Customer must maintain current contact information for the following authorized contacts in the Support Portal who have been trained to administer the Subscription Service:

- Primary Business Contact;
- Secondary Business Contact;
- Technical Contact;
- Support Contact;
- Primary Customer Administrator; and
- Security Contact.



## 2. AVAILABILITY SLA

If Customer's production instance of the Subscription Service is Available less than 99.8% during a calendar month, Customer's exclusive remedy is to request ServiceNow issue a service credit ("**Service Credit**") to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month. Service Credits are determined at the deemed per-minute rate ServiceNow charges to Customer for Customer's use of the affected Subscription Service. Customer may request ServiceNow apply a Service Credit to the next invoice for subscription fees. Customer must request all Service Credits in writing to ServiceNow within 30 days of the end of the month in which the Availability SLA was not met. ServiceNow may delay issuing service credits until such amounts reach \$1,000 USD or equivalent currency specified in the applicable Order Form.

"**Available**" means the production instance of the Subscription Service can be accessed by authorized users during a calendar month, excluding Excused Downtime.

"**Excused Downtime**" means: **(a)** Maintenance Time of up to two hours per month; and **(b)** any time the Subscription Service is not Available due to circumstances beyond ServiceNow's control, including modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including direct connectivity and virtual private network ("**VPN**") connectivity to the Subscription Service), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.

"**Infrastructure Modification**" means repairs, maintenance, improvements, or changes to the cloud infrastructure used by ServiceNow to operate and deliver the Subscription Service. ServiceNow will give Customer 10 days' prior notice of an Infrastructure Modification if ServiceNow, in its reasonable judgment, believes that the Infrastructure Modification will impact Customer's use of its production instances of the Subscription Service, unless, in the reasonable judgment of ServiceNow, the Infrastructure Modification is necessary to: **(a)** maintain the availability, security, or performance of the Subscription Service; **(b)** comply with Law; or **(c)** avoid infringement or misappropriation of third-party IPR.

"**Maintenance Time**" means the time the Subscription Service is not Available due to an Infrastructure Modification, Upgrade, or Update.

## 3. UPGRADES AND UPDATES

"**Upgrades**" are new Release Families applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. A "**Release Family**" is a complete solution with new features or enhancements to the Subscription Service, including previously released Updates, if applicable. "**Updates**" are ServiceNow's releases (including patches and hotfixes) of the Subscription Service applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term that provide problem fixes or other changes, but do not generally include new functionality. ServiceNow may provide new functionality either: **(a)** as an Upgrade, or **(b)** as different software or service for a separate fee. ServiceNow determines whether and when to develop, release, and apply any Upgrade or Update to Customer's instances of the Subscription Service. ServiceNow's current Upgrade Policy can be found at [www.servicenow.com/upgrade-schedules.html](http://www.servicenow.com/upgrade-schedules.html).

ServiceNow shall use reasonable efforts to give Customer 30 days' prior notice of any Upgrade to the Subscription Service. ServiceNow shall use reasonable efforts to give Customer 10 days' prior notice of any Update. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade or Update if, in the reasonable judgment of ServiceNow it is necessary to: **(i)** maintain the availability, security, or performance of the Subscription Service; **(ii)** comply with Law; or **(iii)** avoid infringement or misappropriation of any third-party IPR. ServiceNow is not responsible for defects on any instance of the Subscription Service not in conformance with this Section 3.

## 4. INSURANCE COVERAGE

**4.1** Workers' Compensation Insurance, in accordance with applicable statutory, federal, and other legal requirements;

**4.2** Employers' Liability Insurance covering ServiceNow's employees in an amount of not less than \$1,000,000 for bodily injury by accident and \$1,000,000 per employee for bodily injury by disease;

**4.3** Commercial General Liability Insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, and advertising injury arising out of the products or

services provided by ServiceNow under this Agreement, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate;

**4.4** Commercial Automobile Liability Insurance providing coverage for hired and non-owned automobiles used in connection with this Agreement in an amount not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage;

**4.5** Combined Technology Errors' & Omissions Policy with a \$5,000,000 per claim limit, including: **(a)** Professional Liability Insurance providing coverage for the services and software in this Agreement (which coverage will be maintained for at least two years after termination of this Agreement); and **(b)** Privacy, Security, and Media Liability Insurance providing liability coverage for unauthorized access or disclosure, security breaches, and system attacks, as well as infringements of copyright and trademark that might result from this Agreement; and

**4.6** Excess Liability over Employers' Liability, Commercial General Liability, and Commercial Automobile Liability, with a \$5,000,000 aggregate limit.

For the purpose of this Section 4, a "claim" means a written demand for money or a civil proceeding that is commenced by service of a complaint or similar pleading.

## DATA PROCESSING ADDENDUM

All capitalized terms not defined in this Data Processing Addendum (“DPA”) have the meaning given to them in other parts of the Agreement.

### 1. DEFINITIONS

**1.1 “Data Controller”** means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of Processing of Personal Data. For purposes of this DPA, Data Controller is Customer and, where applicable, its Affiliates either permitted by Customer to submit Personal Data to the Subscription Service or whose Personal Data is Processed in the Subscription Service.

**1.2 “Data Processor”** means the natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of the Data Controller. For purposes of this DPA, Data Processor is the ServiceNow entity that is a party to the Agreement.

**1.3 “Data Protection Laws”** means all applicable laws and regulations regarding the Processing of Personal Data.

**1.4 “Data Subject”** means an identified or identifiable natural person.

**1.5 “Instructions”** means Data Controller’s documented data Processing instructions issued to Data Processor in compliance with this DPA.

**1.6 “Personal Data”** means any information relating to a Data Subject uploaded by or for Customer or Customer’s agents, employees, or contractors to the Subscription Service as Customer Data.

**1.7 “Process” or “Processing”** means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure or destruction.

**1.8 “Professional Services”** means any consulting or development services provided by or on behalf of ServiceNow pursuant to an agreed statement of work or packaged professional services described or referenced in a signed ordering document.

**1.9 “Sub-Processor”** means any legal person or entity engaged in the Processing of Personal Data by Data Processor. For the avoidance of doubt, ServiceNow’s colocation datacenter facilities are not Sub-Processors under this DPA.

**1.10 “Subscription Service”** means the ServiceNow software as a service (SaaS) offering ordered by Customer under an Order Form, Use Authorization or other signed ordering document between ServiceNow and Customer.

### 2. SCOPE OF THE PROCESSING

**2.1 COMMISSIONED PROCESSOR.** Data Controller appoints Data Processor to Process Personal Data on behalf of Data Controller as described in the Agreement and in accordance with the Instructions.

**2.2 INSTRUCTIONS.** The Agreement constitutes Data Controller’s initial written Instructions to Data Processor for Processing of Personal Data. Data Controller may issue additional or alternate Instructions provided that such Instructions are: (a) consistent with the purpose and the scope of the Agreement; and (b) confirmed in writing by Data Controller. For the avoidance of doubt, Data Controller shall not use additional or alternate Instructions to alter the scope of the Agreement. Data Controller is responsible for ensuring its Instructions to Data Processor comply with Data Protection Laws.

**2.3 NATURE, SCOPE AND PURPOSE OF THE PROCESSING.** Data Processor shall only Process Personal Data in accordance with Data Controller’s Instructions and to the extent necessary for providing the Subscription Service and the Professional Services, each as described in the Agreement. Data Controller acknowledges all Personal Data it instructs Data Processor to Process for the purpose of providing the Professional Services must be limited to the Customer Data Processed within the Subscription Service.

**2.4 CATEGORIES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS.** Data Controller may submit Personal Data to the Subscription Service as Customer Data, the extent of which is determined and controlled by Data Controller in its sole discretion and is further described in Appendix 1.

### **3. DATA CONTROLLER**

**3.1 CUSTOMER'S AFFILIATES.** The obligations of Data Processor set forth herein will extend to Customer's Data Controller Affiliates to which Customer provides access to the Subscription Service or whose Personal Data is Processed within the Subscription Service, subject to the following conditions:

**3.1.1. COMPLIANCE.** Customer shall at all times be liable for its Affiliates' compliance with this DPA and all acts and omissions by a Data Controller Affiliate are considered acts and omissions of Customer.

**3.1.2. CLAIMS.** Customer's Data Controller Affiliates will not bring a claim directly against Data Processor. In the event a Data Controller Affiliate wishes to assert a valid legal action, suit, claim or proceeding against Data Processor (a "**Data Controller Affiliate Claim**"): (i) Customer must bring such Data Controller Affiliate Claim directly against Data Processor on behalf of such Data Controller Affiliate, unless Data Protection Laws require that Data Controller Affiliate be party to such Data Controller Affiliate Claim; and (ii) all Data Controller Affiliate Claims will be considered claims made by Customer and are at all times subject to any aggregate limitation of liability set forth in the Agreement.

**3.1.3. DATA CONTROLLER AFFILIATE ORDERING.** If a Data Controller Affiliate purchased a separate instance of the Subscription Service under the terms of the signed master agreement between ServiceNow and Customer, then such Data Controller Affiliate will be deemed a party to this DPA and shall be treated as Customer under the terms of this DPA.

**3.2 SECURITY RISK ASSESSMENT.** Data Controller agrees that in accordance with Data Protection Laws and before submitting any Personal Data to the Subscription Service, Data Controller will perform an appropriate risk assessment to determine whether the security measures within the Subscription Service provide an adequate level of security, taking into account the nature, scope, context and purposes of the processing, the risks associated with the Personal Data and the applicable Data Protection Laws. Data Processor shall provide Data Controller reasonable assistance by providing Data Controller with information requested by Data Controller to conduct Data Controller's security risk assessment. Data Controller is solely responsible for determining the adequacy of the security measures within the Subscription Service in relation to the Personal Data Processed. As further described in the Agreement, the Subscription Service includes, without limitation, column level encryption functionality and role-based access control, which Data Controller may use in its sole discretion to ensure a level of security appropriate to the risk of the Personal Data. For clarity, Data Controller may influence the scope and the manner of Processing of its Personal Data by its own implementation, configuration (i.e., different types of encryption) and use of the Subscription Service, including any other products or services offered by ServiceNow and third-party integrations.

**3.3 COMMUNICATION.** Unless otherwise provided in this DPA, all requests, notices, cooperation, and communication, including Instructions issued or required under this DPA (collectively, "**Communication**"), must be in writing and between Customer and ServiceNow only and Customer shall inform the applicable Data Controller Affiliate of any Communication from ServiceNow pursuant to this DPA. Customer shall be solely responsible for ensuring any Communications (including Instructions) it provides to ServiceNow relating to Personal Data for which a Customer Affiliate is Data Controller reflect the relevant Customer Affiliate's intentions.

### **4. DATA PROCESSOR**

**4.1 DATA CONTROLLER'S INSTRUCTIONS.** Data Processor will have no liability for any harm or damages resulting from Data Processor's compliance with unlawful Instructions received from Data Controller. Where Data Processor believes compliance with Data Controller's Instructions could result in a violation of Data Protection Laws or is not in the ordinary course of Data Processor's obligations in operating the Subscription Service or delivering Professional Services, Data Processor shall promptly notify Data Controller thereof. Data Controller acknowledges Data Processor is reliant on Data Controller's representations regarding the extent to which Data Controller is entitled to Process Personal Data.

**4.2** DATA PROCESSOR PERSONNEL. Access to Personal Data by Data Processor will be limited to personnel who require such access to perform Data Processor's obligations under the Agreement and who are bound by obligations to maintain the confidentiality of such Personal Data at least as protective as those set forth herein and in the Agreement.

**4.3** DATA SECURITY MEASURES. Without prejudice to Data Controller's security risk assessment obligations under Section 3.2 (Security Risk Assessment) above, Data Processor shall maintain appropriate technical and organizational safeguards to protect the security, confidentiality, and integrity of Customer Data, including any Personal Data contained therein, as described in the Agreement. Such measures are designed to protect Customer Data from loss, alteration, unauthorized access, acquisition, use, disclosure, or accidental or unlawful destruction, and include:

**4.3.1.** SERVICE ACCESS CONTROL. The Subscription Service provides user and role based access controls. Data Controller is responsible for configuring such access controls within its instance.

**4.3.2.** LOGGING AND MONITORING. The production infrastructure log activities are centrally collected, are secured in an effort to prevent tampering, and are monitored for anomalies by a trained security team. ServiceNow shall provide a logging capability in the platform that captures login and actions taken by users in the ServiceNow application. Customer has full access to application audit logs within its instance(s), including successful and failed access attempts to Customer's instance(s). Customer is responsible for exporting application audit logs to Customer's syslog server through available built-in platform features.

**4.3.3.** DATA SEPARATION. Customer Data shall be maintained within a logical single-tenant architecture on multi-tenant cloud infrastructure that is logically and physically separate from ServiceNow's corporate infrastructure.

**4.3.4.** SERVICE CONTINUITY. The production database servers are replicated in near real time to a mirrored data center in a different geographic region.

**4.3.5.** TESTING. Data Processor regularly tests, assess and evaluates the effectiveness of its information security program and may periodically review and update the such program to address new and evolving security technologies, changes to industry standard practices, and changing security threats.

**4.4** DELETION OF PERSONAL DATA. Upon termination or expiration of the Agreement, Data Processor shall return and delete Customer Data, including Personal Data contained therein, as described in the Agreement. ServiceNow shall use NIST 800-88 industry standard (or substantially equivalent) destruction of sensitive materials, including Customer Data, before such media leaves ServiceNow's data centers for disposition.

**4.5** DATA PROCESSOR ASSISTANCE. Data Processor will assist Data Controller in ensuring compliance with Data Controller's obligations pursuant to Data Protection Laws taking into account the nature of Processing by providing Data Controller with reasonable information requested pursuant to the terms of this DPA, including information required to conduct Data Controller's data protection impact assessments and prior consultations with supervisory authorities, where required. For clarity, Data Controller is solely responsible for carrying out its obligations under Data Protection Laws and this DPA. Data Processor shall not undertake any task that can be performed by Data Controller.

**4.6** DATA PROTECTION CONTACT. ServiceNow and its Sub-Processor Affiliates (defined below) will maintain a dedicated data protection team to respond to data protection inquiries throughout the duration of this DPA and can be contacted at [privacy@servicenow.com](mailto:privacy@servicenow.com).

## **5. REQUESTS MADE FROM DATA SUBJECTS AND AUTHORITIES**

**5.1** REQUESTS FROM DATA SUBJECTS. During the Subscription Term, Data Processor shall provide Data Controller with the ability to access, correct, rectify, erase, or block Personal Data, or to transfer or port such Personal Data, within the Subscription Service, as may be required under Data Protection Laws (collectively, "**Data Subject Requests**").

**5.2** RESPONSES. Data Controller will be solely responsible for responding to any Data Subject Requests, provided that Data Processor shall reasonably cooperate with the Data Controller to respond to Data Subject Requests to the extent Data Controller is unable to fulfill such Data Subject Requests using the functionality in the Subscription Service. Data Processor will instruct the Data Subject to contact the Customer in the event Data Processor receives a Data Subject Request directly.

**5.3 REQUESTS FROM AUTHORITIES.** In the case of a notice, audit, inquiry, or investigation by a government body, data protection authority, or law enforcement agency regarding the Processing of Personal Data, Data Processor shall promptly notify Data Controller unless prohibited by applicable law. Each party shall cooperate with the other party by providing all reasonable information requested in the event the other party is required to produce such information to a data protection authority.

## **6. BREACH NOTIFICATION**

**6.1 NOTIFICATION.** Data Processor will report to Data Controller any accidental or unlawful destruction, loss, alteration, unauthorized disclosure, of or access to Customer Data (“**Breach**”) without undue delay following determination by ServiceNow that a Breach has occurred.

**6.2 REPORT.** The initial report will be made to Data Controller’s security or privacy contact(s) designated in ServiceNow’s customer support portal (or if no such contact(s) are designated, to the primary technical contact designated by Customer). As information is collected or otherwise becomes available, Data Processor shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow Data Controller to notify relevant parties, including affected Data Subjects, government agencies and data protection authorities in accordance with Data Protection Laws. The report will include the name and contact information of the Data Processor contact from whom additional information may be obtained. Data Processor shall inform Customer of the measures that it will adopt to mitigate the cause of the Breach and to prevent future Breaches.

**6.3 DATA CONTROLLER OBLIGATIONS.** Data Controller will cooperate with Data Processor in maintaining accurate contact information in the customer support portal and by providing any information that is reasonably requested to resolve any security incident, including any Breaches, identify its root cause(s) and prevent a recurrence. Data Controller is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted Data Subjects and for providing such notice.

## **7. CUSTOMER MONITORING RIGHTS**

**7.1 CERTIFICATIONS AND ATTESTATIONS.** ServiceNow shall establish and maintain sufficient controls to meet certification and attestation for the objectives stated in ISO 27001, ISO 27018, SSAE 18 / SOC 1 and SOC 2 Type 2 (or equivalent standards) for the Security Program supporting the Subscription Service. At least once per calendar year, ServiceNow shall obtain an assessment against such standards and audit methodologies by an independent third-party auditor and make the executive reports available to the Customer.

**7.2 AUDIT.** Data Processor shall allow for and contribute to audits that include inspections by granting Customer (either directly or through its representative(s); provided that such representative(s) shall enter into written obligations of confidentiality and non-disclosure directly with ServiceNow), access to all reasonable and industry recognized documentation evidencing ServiceNow’s policies and procedures governing the security and privacy of Customer Data and its Security Program through ServiceNow’s self-access documentation portal (“**ServiceNow CORE**”) and at no additional costs (“**Audit**”). The information available in ServiceNow CORE will include documentation evidencing ServiceNow’s Security Program, as well as ServiceNow’s privacy policies and procedures regarding personal information processed within the Subscription Service, copies of certifications and attestation reports (including audits) listed above.

**7.3 OUTPUT.** Upon completion of the Audit, Data Processor and Customer may schedule a mutually convenient time to discuss the output of the Audit. Data Processor may in its sole discretion, consistent with industry and Data Processor’s standards and practices, make commercially reasonable efforts to implement Customer’s suggested improvements noted in the Audit to improve Data Processor’s Security Program. The Audit and the results derived therefrom are Confidential Information of Data Processor.

**7.4 DATA CONTROLLER EXPENSES.** Any expenses incurred by Data Controller in connection with the Audit shall be borne exclusively by Data Controller.

## **8. SUB-PROCESSORS**

**8.1 USE OF SUB-PROCESSORS.** Data Controller authorizes Data Processor to engage Sub-Processors appointed in accordance with this Section 8.



**8.1.1. SERVICENOW AFFILIATES.** As of the Effective Date, Data Processor engages, as applicable, the following ServiceNow Affiliates as Sub-Processors: ServiceNow, Inc. (USA), ServiceNow Nederland B.V. (the Netherlands), ServiceNow Australia Pty Ltd (Australia), ServiceNow Software Development India Private Limited (India), ServiceNow UK Ltd. (United Kingdom), ServiceNow Ireland Limited (Ireland), and ServiceNow Japan G.K. (Japan) (collectively, “**Sub-Processor Affiliates**”). Data Processor will notify Data Controller of changes regarding such Sub-Processor Affiliates through Data Processor’s Support Portal (or other mechanism used to notify its general customer base). Each Sub-Processor Affiliate shall comply with the obligations of the Agreement in the Processing of the Personal Data.

**8.1.2. NEW SUB-PROCESSORS.** Prior to Data Processor or a Data Processor Affiliate engaging a Sub-Processor, Data Processor shall: **(a)** notify Data Controller by email to Customer’s designated contact(s) or by notification within the Support Portal (or other mechanism used to notify its customer base); and **(b)** ensure such Sub-Processor entered into a written agreement with Data Processor (or the relevant Data Processor Affiliate) requiring the Sub-Processor abide by terms no less protective than those provided in this DPA. Upon written request by Data Controller, Data Processor shall make a summary of the data processing terms available to Data Controller. Data Controller may request in writing reasonable additional information with respect to Sub-Processor’s ability to perform the relevant Processing activities in accordance with this DPA.

**8.2 RIGHT TO OBJECT.** Data Controller may object to Data Processor’s proposed use of a new Sub-Processor by notifying Data Processor within 10 days after receipt of Data Processor’s notice if Data Controller reasonably determines such Sub-Processor is unable to Process Personal Data in accordance with the terms of this DPA (“**Objection Notice**”). In the event Data Controller submits its Objection Notice, Data Processor shall reasonably consider such objection and will notify Data Controller if it intends to provide the applicable Subscription Service or Professional Services with the use of the Sub-Processor at issue (“**Processor Notice**”). Customer may terminate the applicable Order Form(s), Use Authorization(s) with respect to the Professional Service or Subscription Service requiring use of the Sub-Processor at issue upon written notice to ServiceNow within 10 days of the date of Processor Notice (“**Termination Period**”). ServiceNow will, as Customer’s sole and exclusive remedy, refund to Customer any unused prepaid fees following the effective date of termination for the terminated services. For clarity, Data Processor will not engage the new Sub-Processor at issue until the expiration of the Termination Period.

**8.3 LIABILITY.** Use of a Sub-Processor will not relieve, waive, or diminish any obligation of Data Processor under the Agreement, and Data Processor is liable for the acts and omissions of any Sub-Processor to the same extent as if the acts or omissions were performed by Data Processor.

## **9. INTERNATIONAL DATA TRANSFERS**

**9.1 STANDARD CONTRACTUAL CLAUSES AND ADEQUACY.** Where required under Data Protection Laws, Data Processor or Data Processor’s Affiliates shall require Sub-Processors to abide by **(a)** the Standard Contractual Clauses for Data Processors established in third countries; or **(b)** another lawful mechanism for the transfer of Personal Data as approved by the European Commission.

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## APPENDIX 1

### DETAILS OF PROCESSING

#### Duration of Processing

Data Processor will Process Personal Data for the duration of the Agreement and in accordance with Section 4 (Data Processor) of this DPA.

#### Data Subjects

Data Controller may submit Personal Data to the Subscription Service, the extent of which is solely determined by Data Controller, and may include Personal Data relating to the following categories of Data Subjects:

- clients and other business contacts;
- employees and contractors;
- subcontractors and agents; and
- consultants and partners.

#### Categories of Personal Data

Data Controller may submit Personal Data to the Subscription Service, the extent of which is solely determined by Data Controller, and may include the following categories:

- communication data (e.g. telephone, email);
- business and personal contact details; and
- other Personal Data submitted to the Subscription Service.

#### Special Categories of Personal Data

Data Controller may submit Special Categories of Personal Data to the Subscription Service, the extent of which is solely determined by Data Controller in compliance with Data Protection Laws, and may include the following categories, if any:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade union membership;
- genetic data or biometric data;
- health information; and
- sex life or sexual orientation.

#### Processing Operations

The personal data transferred is subject to the following basic processing activities:

- All activities necessary for the performance of the Agreement.



## DATA SECURITY ADDENDUM

All capitalized terms not defined in this Data Security Addendum (“**DSA**”) have the meaning given to them in other parts of the Agreement.

### 1. SECURITY PROGRAM

While providing the Subscription Service, ServiceNow will maintain a written information security program of policies, procedures and controls aligned to ISO27002, or substantially equivalent standard, governing the processing, storage, transmission and security of Customer Data (the “**Security Program**”). The Security Program includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. ServiceNow updates the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, although no such update will materially reduce the commitments, protections or overall level of service provided to Customer as described herein.

**1.1 SECURITY ORGANIZATION.** ServiceNow shall designate a Chief Information Security Officer responsible for coordinating, managing, and monitoring ServiceNow’s information security function, policies, and procedures.

**1.2 POLICIES.** ServiceNow’s information security policies shall be (i) documented; (ii) reviewed and approved by management, including after material changes to the Subscription Service; and (iii) published, and communicated to personnel, contractors, and third parties with access to Customer Data, including appropriate ramifications for non-compliance.

**1.3 RISK MANAGEMENT.** ServiceNow shall perform information security risk assessments as part of a risk governance program that is established with the objective to regularly test, assess and evaluate the effectiveness of the Security Program. Such assessment shall be designed to recognize and assess the impact of risks and implement identified risk reduction or mitigation strategies to address new and evolving security technologies, changes to industry standard practices, and changing security threats. ServiceNow shall have the risk program audited annually by an independent third-party in accordance with Section 2.1 (Certifications and Attestations) of this Data Security Addendum (“**DSA**”).

### 2. CERTIFICATIONS AND AUDITS

**2.1 CERTIFICATIONS AND ATTESTATIONS.** ServiceNow shall establish and maintain sufficient controls to meet certification and attestation for the objectives stated in ISO 27001, ISO 27018, SSAE 18 / SOC 1 and SOC 2 Type 2 (or equivalent standards) for the Security Program supporting the Subscription Service. At least once per calendar year, ServiceNow shall obtain an assessment against such standards and audit methodologies by an independent third-party auditor and make the executive reports available to the Customer

**2.2 AUDIT.** ServiceNow shall allow for and contribute to audits that include inspections by granting Customer (either directly or through its representative(s); provided that such representative(s) shall enter into written obligations of confidentiality and non-disclosure directly with ServiceNow), access to all reasonable and industry recognized documentation evidencing ServiceNow’s policies and procedures governing the security and privacy of Customer Data and its Security Program through ServiceNow’s self-access documentation portal (“**ServiceNow CORE**”) and at no additional costs (“**Audit**”). The information available in ServiceNow CORE will include documentation evidencing ServiceNow’s Security Program, as well as ServiceNow’s privacy policies and procedures regarding personal information processed within the Subscription Service, copies of certifications and attestation reports (including audits) listed above.

**2.3 OUTPUT.** Upon completion of the Audit, ServiceNow and Customer may schedule a mutually convenient time to discuss the output of the Audit. ServiceNow may in its sole discretion, consistent with industry and ServiceNow’s standards and practices, make commercially reasonable efforts to implement Customer’s suggested improvements noted in the Audit to improve ServiceNow’s Security Program. The Audit and the results derived therefrom are deemed to be the Confidential Information of Customer and ServiceNow.

### 3. PHYSICAL, TECHNICAL, AND ORGANIZATIONAL SECURITY MEASURES

#### 3.1 PHYSICAL SECURITY MEASURES.

**3.1.1. DATA CENTER FACILITIES.** The data center facilities include (1) physical access restrictions and monitoring that shall include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter

deterrents (e.g. fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; and (2) fire detection and fire suppression systems both localized and throughout the data center floor.

**3.1.2. SYSTEMS, MACHINES AND DEVICES.** The systems, machines and devices include (1) physical protection mechanisms; and (2) entry controls to limit physical access.

**3.1.3. MEDIA.** ServiceNow shall use NIST 800-88 industry standard (or substantially equivalent) destruction of sensitive materials, including Customer Data, before such media leaves ServiceNow's data centers for disposition.

## **3.2 TECHNICAL SECURITY MEASURES.**

**3.2.1. ACCESS ADMINISTRATION.** Access to the Subscription Service by ServiceNow employees and contractors is protected by authentication and authorization mechanisms. User authentication is required to gain access to production and sub-production instances. Individuals are assigned a unique user account. Individual user accounts shall not be shared. Access privileges are based on job requirements using the principle of least privilege access and are revoked upon termination of employment or consulting relationships. Access entitlements are reviewed by management quarterly. Infrastructure access includes appropriate user account and authentication controls, which will include the required use of VPN connections, complex passwords with expiration dates, account lock-out enabled, and a two-factor authenticated connection.

**3.2.2. SERVICE ACCESS CONTROL.** The Subscription Service provides user and role-based access controls. Customer is responsible for configuring such access controls within its instance.

**3.2.3. LOGGING AND MONITORING.** The production infrastructure log activities are centrally collected, are secured in an effort to prevent tampering, and are monitored for anomalies by a trained security team. ServiceNow shall provide a logging capability in the platform that captures login and actions taken by users in the ServiceNow application. Customer has full access to application audit logs within its instance(s), including successful and failed access attempts to Customer's instance(s). Customer is responsible for exporting application audit logs to Customer's syslog server through available built-in platform features.

**3.2.4. FIREWALL SYSTEM.** An industry-standard firewall is installed and managed to protect ServiceNow systems by residing on the network to inspect all ingress connections routed to the ServiceNow environment. ServiceNow managed firewall rules are reviewed quarterly. Customer shall be responsible for reviewing any Customer managed firewall rules on its instance(s).

**3.2.5. VULNERABILITY MANAGEMENT.** ServiceNow conducts quarterly security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, ServiceNow will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with ServiceNow's then-current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in all production systems.

**3.2.6. ANTIVIRUS.** ServiceNow updates antivirus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.

**3.2.7. CHANGE CONTROL.** ServiceNow evaluates changes to platform, applications, and production infrastructure to minimize risk and such changes are implemented following ServiceNow's standard operating procedure.

**3.2.8. DATA SEPARATION.** Customer Data shall be maintained within a logical single-tenant architecture on multi-tenant cloud infrastructure that is logically and physically separate from ServiceNow's corporate infrastructure.

**3.2.9. CONFIGURATION MANAGEMENT.** ServiceNow shall implement and maintain standard hardened configurations for all system components within the Subscription Service. ServiceNow shall use industry standard hardening guides, such as guides from the Center for Internet Security, when developing standard hardening configurations.

**3.2.10. DATA ENCRYPTION IN TRANSIT.** ServiceNow shall use industry standard encryption to encrypt Customer Data in transit over public networks to the Subscription Service.

**3.2.11. DATA ENCRYPTION AT REST.** ServiceNow shall provide encryption at rest capability for column level encryption, which Customer may enable at its sole discretion. Customer may purchase additional data-at-rest encryption capabilities if offered by ServiceNow during the Subscription Term.

**3.2.12. SECURE SOFTWARE DEVELOPMENT.** ServiceNow shall implement and maintain secure application development policies and procedures aligned with industry standard practices such as the OWASP Top Ten (or a substantially

equivalent standard). All personnel responsible for secure application design and development will receive appropriate training regarding ServiceNow's secure application development practices.

**3.2.13. SECURE CODE REVIEW.** ServiceNow shall perform a combination of static and dynamic testing of code prior to the release of such code to Customers. Vulnerabilities shall be addressed in accordance with its then current software vulnerability management program. Software patches are regularly made available to Customers to address known vulnerabilities.

**3.2.14. ILLICIT CODE.** The Subscription Service shall not contain viruses, malware, worms, date bombs, time bombs, shut-down devices, that may result in, either: (a) any inoperability of the Subscription Service; or (b) any interruption, interference with the operation of the Subscription Service (collectively, "**Illicit Code**"). If the Subscription Service is found to contain any Illicit Code that adversely affects the performance of the Subscription Service or causes a material security risk to Customer Data, ServiceNow shall, as Customer's exclusive remedy, use commercially reasonable efforts to remove the Illicit Code or to advise and assist Customer to remove such Illicit Code.

### **3.3 ORGANIZATIONAL SECURITY MEASURES.**

**3.3.1. DATA CENTER INSPECTIONS.** ServiceNow performs routine reviews of data centers to confirm that the data centers continue to maintain appropriate security controls necessary to comply with the Security Program.

**3.3.2. PERSONNEL SECURITY.** ServiceNow performs background screening on all employees and all contractors who have access to Customer Data in accordance with ServiceNow's then-current applicable standard operating procedure and subject to Law.

**3.3.3. SECURITY AWARENESS AND TRAINING.** ServiceNow maintains a security and privacy awareness program that includes appropriate training and education of ServiceNow personnel, including any contractors or third parties that may access Customer Data. Such training is conducted at time of hire and at least annually throughout employment at ServiceNow.

**3.3.4. VENDOR RISK MANAGEMENT.** ServiceNow maintains a vendor risk management program that assesses all vendors that access, store, process, or transmit Customer Data for appropriate security and privacy controls and business disciplines.

**3.3.5. SOFTWARE AND ASSET INVENTORY.** ServiceNow shall maintain an inventory of all software components (including, but not limited to, open source software) used in the Subscription Service, and inventory all media and equipment where Customer Data is stored.

**3.3.6. WORKSTATION SECURITY.** ServiceNow shall implement and maintain security mechanisms on personnel workstations, including firewalls, anti-virus, and full disk encryption. ServiceNow shall restrict personnel from disabling security mechanisms.

## **4. SERVICE CONTINUITY**

**4.1 DATA MANAGEMENT; DATA BACKUP.** ServiceNow will host the purchased instances of the Subscription Service in a pair of data centers that attained SSAE 18 Type 2 attestations or have ISO 27001 certifications (or equivalent or successor attestations or certifications) acting in an active/active capacity for the Subscription Term. Each data center includes full redundancy (N+1) and fault tolerant infrastructure for electrical, cooling and network systems. The deployed servers are enterprise scale servers with redundant power to ensure maximum uptime and service availability. The production database systems are replicated in near real time to a mirrored data center in a different geographic region. Each Customer instance is supported by a network configuration with multiple connections to the Internet. ServiceNow backs up all Customer Data in accordance with ServiceNow's standard operating procedure.

**4.2 DISASTER RECOVERY.** ServiceNow shall (i) maintain a disaster recovery ("**DR**") related plan that is consistent with industry standards for the Subscription Service; (ii) test the DR plan at least once every year; (iii) make available summary test results which will include the actual recovery point and recovery times; and (iv) document any action plans within the summary test results to promptly address and resolve any deficiencies, concerns, or issues that prevented or may prevent the Subscription Service from being recovered in accordance with the DR plan.

**4.3 BUSINESS CONTINUITY.** ServiceNow shall maintain a business continuity plan ("**BCP**") to minimize the impact to its provision and support of the Subscription Service from an event. The BCP shall: (i) include processes for protecting personnel and assets and restoring functionality in accordance with the time frames outlined therein; and (ii) be tested annually and updated based on any deficiencies, identified during such tests.

**4.4 PERSONNEL.** In the event of an emergency that renders the customer support telephone system unavailable, all calls are routed to an answering service that will transfer to a ServiceNow telephone support representative, geographically distributed to ensure business continuity for support operations.

## **5. MONITORING AND INCIDENT MANAGEMENT**

### **5.1 MONITORING, MANAGEMENT AND NOTIFICATION.**

**5.1.1. INCIDENT MONITORING AND MANAGEMENT.** ServiceNow will monitor, analyze, and respond to security incidents in a timely manner in accordance with ServiceNow's standard operating procedure. ServiceNow's security group will escalate and engage response teams as may be necessary to address a security incident.

**5.1.2. BREACH NOTIFICATION.** ServiceNow will report to Customer any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data (a "Breach") without undue delay following determination by ServiceNow that a Breach has occurred.

**5.1.3. REPORT.** The initial report will be made to Customer security contact(s) designated in ServiceNow's Support Portal (or if no such contact(s) are designated, to the primary technical contact designated by Customer). As information is collected or otherwise becomes available, ServiceNow shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow Customer to notify relevant parties, including affected individuals, government agencies, and data protection authorities in accordance with Data Protection Laws. The report will include the name and contact information of the ServiceNow contact from whom additional information may be obtained. ServiceNow shall inform Customer of the measures that ServiceNow will adopt to mitigate the cause of the Breach and to prevent future Breaches.

**5.1.4. CUSTOMER OBLIGATIONS.** Customer will cooperate with ServiceNow by providing any information that is reasonably requested by ServiceNow to resolve any security incident, including any Breaches, identify its root cause(s), and prevent a recurrence. Customer is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted Data Subjects and for providing such notice.

**5.2 COOKIES.** When providing the Subscription Service, ServiceNow uses cookies to: (a) track session state; (b) route a browser request to a specific node when multiple nodes are assigned; and (c) recognize a user upon returning to the Subscription Service. Customer shall be responsible for providing notice to, and collecting any necessary consents from, its users of the Subscription Service for ServiceNow's use of cookies.

## **6. PENETRATION TESTS**

**6.1 BY A THIRD-PARTY.** ServiceNow contracts with third-party vendors to perform a penetration test on the ServiceNow application per family release to identify risks and remediation options that help increase security. ServiceNow shall make executive reports from the penetration testing available to Customer in ServiceNow CORE.

**6.2 BY CUSTOMER.** No more than once per calendar year Customer may request to perform, at its own expense, an application penetration test. Additional tests within a Release Family may be requested and if allowed, shall be subject to a fee. Prior to conducting any penetration test, Customer shall notify ServiceNow by submitting a request to schedule such a test using the Support Portal per ServiceNow's then-current penetration testing policy and procedure, including entering into ServiceNow's penetration test agreement. Customer shall not perform a penetration test without ServiceNow's express written authorization. In the event Customer authorized penetration testing identifies vulnerabilities that ServiceNow is able to reproduce, ServiceNow shall, consistent with industry-standard practices, use commercially reasonable efforts to promptly make any necessary changes to improve the security of the Subscription Service. ServiceNow's approval for a Customer to perform a penetration test as set forth in this Section 6.2 includes the ability for Customer to retest the detected vulnerabilities from the initial penetration test.

## **7. SHARING THE SECURITY RESPONSIBILITY**

**7.1 PRODUCT CAPABILITIES.** The Subscription Service allows Customer to: (a) authenticate users before accessing the Customer's instance; (b) integrate with SAML solutions (c) encrypt passwords; (d) allow users to manage passwords; and (e) prevent access by users with an inactive account. Customer manages each user's access to and use of the Subscription Service by assigning to each user a credential and user type that controls the level of access to the Subscription Service. Customer is solely responsible for reviewing ServiceNow's Security Program and making an independent determination as to whether it meets Customer's requirements, taking into account the type and sensitivity of Customer Data that Customer

processes within the Subscription Service. Customer shall be responsible for implementing encryption and access control functionalities available within the Subscription Service for protecting all Customer Data containing sensitive data, including credit card numbers, social security and other government-issued identification numbers, financial and health information, Personal Data (including any data deemed sensitive or “special categories of personal data” under Data Protection Laws). Customer is solely responsible for its decision not to encrypt such Customer Data and ServiceNow will have no liability to the extent that damages would have been mitigated by Customer’s use of such encryption measures. Customer is responsible for protecting the confidentiality of each user’s login and password and managing each user’s access to the Subscription Service. Customer shall be responsible for implementing ServiceNow’s documented best practices and hardening guidelines for securing its ServiceNow instances.

**7.2 SECURITY CONTACT.** In accordance with Section 1.4.2 (Customer Responsibilities), of the Customer Support Policy ([www.servicenow.com/upgrade-schedules.html](http://www.servicenow.com/upgrade-schedules.html)), Customer agrees to identify and maintain appropriate security contact(s) for all information security incident and information security-related communication within the Support Portal.

**7.3 LIMITATIONS.** Notwithstanding anything to the contrary in this DSA or other parts of the Agreement, ServiceNow’s obligations herein are only applicable to the Subscription Service. This DSA does not apply to: (a) information shared with ServiceNow that is not Customer Data; (b) data in Customer’s VPN or a third-party network; and (c) any data processed by Customer or its users in violation of the Agreement or this DSA.

**Annexure D to Order Form – SME and Local Participation Plan**

<b>SME and Local Participation Plan</b>	
The SME and Regional Procurement Policy (2021) requires that suppliers submit an SME & Local Participation Plan which references SME and NSW specific content for all goods and services contracts valued at \$3m or above.	
This plan is the supplier's commitment to SME and Local content on the project.	
Contracting agency	Independent and Pricing Regulatory Tribunal NSW
Project Name & ID	The Energy Security Safeguard Application (TESSA)
Project Location	New South Wales
Project start date	21 December 2021
Expected project end date	21 December 2024
Supplier name and contact details	Accenture Australia Pty Ltd  Matthew Ilijic  Managing Director, Accenture State of New South Wales Senior Client Lead  [REDACTED]  [REDACTED]
Supplier ABN	49 096 776 895
Are you an Aboriginal business?	No
Is your business recognised as an Aboriginal business by:	Please tick appropriate response:  <input type="checkbox"/> Supply Nation  <input type="checkbox"/> NSW Indigenous Chamber of Commerce  <input type="checkbox"/> None of the above

**1. SME Content Commitments**

SME Content Commitments	
SME status	Are you an SME (Australian or New Zealand based enterprises with fewer than 200 full-time equivalent employees)?



	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If you are an SME, you are not required to complete or report on the three fields below, however, you can complete as much as possible of the three fields below.
<b>SME Subcontracting</b>  (Subcontracting with an Australian or New Zealand based enterprises with fewer than 200 full-time equivalent employees)	For this engagement we have teamed with Sydney-based SMEs, TCloud who would support us in the implementation of and support for The Energy Security Safeguard Application (TESSA). <ul style="list-style-type: none"> <li>TCloud Consulting, ABN 87 606 803 178, TCloud Consulting are a Sydney based SME registered with buy.nsw who are a boutique IT consulting company in providing digital and cloud software services underpinned by the ServiceNow platform.</li> </ul> Number of SME subcontractors: 1
<b>SME participation commitment</b>	Estimated value of products/goods procured from SMEs: \$0  <i>Non labour components of contract.</i>  Estimated value of services/labour procured from SMEs: \$5000  <i>All costs related to time spent by an employee or subcontractor in contract delivery</i>
<b>SME participation percentage</b>	Percentage of contract spend estimated to be with SMEs: 1% of the value of the contract over \$3,000,000

## 2. SUSTAINABILITY COMMITMENTS

### a) Local Participation

<b>Local Participation Commitments (where possible)</b>	
Note: For the purpose of the SME and Local Participation Plan, local content is defined as: goods produced, services provided, and labour supplied by the NSW industry	
<b>NSW jobs</b>	Number of FTEs in NSW (where possible): 3
<b>NSW content value</b>	Total estimated value of products/goods procured in NSW (where possible): \$0  <i>Non labour components of contract (detailed above)</i>  Total estimated value of services/labour procured in NSW (where possible): \$244,000

	<p>As a result of Deed of Variation for LGP &amp; WILMA, an additional \$135,000 of services/labour will be procured in NSW.</p> <p><i>All costs related to time spent by an employee in contract delivery</i></p>
<p>NSW Capital Expenditure</p>	<p>Estimated value of capital expenditure in NSW (where possible): \$0</p> <p><i>This figure is separate from your tender value. It is the total value of capital investment (spend by your business), for example building, leasing or procuring infrastructure that benefit NSW communities. Either purchased in NSW or to be retained in the state and to be used as part of the contract delivery. Previously purchased assets are to be calculated at a depreciated value.</i></p>




**Schedule 3 – Not used**

**Schedule 4 - Not used**

## Schedule 5 - Change Request Form

<b>Change Request number</b>	<i>[Number the Change Request to assist with tracking Change Requests and administrating the Agreement.]</i>
<b>Purchase Order Number and Agreement reference</b>	<i>[Where available, insert a reference to the applicable Purchase Order number and the Agreement reference number to which the Change Request relates.]</i>
<b>Effective date for Change Request</b>	<i>[Insert the date on which the parties agree the Change Request will become effective.]</i>
<b>Details of Change Request</b>	<i>[Insert a sufficiently detailed description of the Change Request, including which sections of the Statement of Work will be changed by the Change Request. Please attach a more detailed scope document to this Change Request, if required.]</i>
<b>Specifications</b>	<i>[Insert any changes to the Specifications, including any additional Specifications.]</i>
<b>Plans</b>	<i>[If applicable, outline the effect the Change Request will have on any Plans, such as the Project Plan. To the extent that it is appropriate to replace any Plans with new Plans, please attach those to this Change Request.]</i>
<b>Date for Delivery and Key Milestones</b>	<i>[List any new or amended Dates for Delivery and identify whether any of these dates constitute Key Milestones.]</i>
<b>Effect on Price</b>	<i>[If applicable, specify how the Change Request will affect the Price.]</i>
<b>Nominated Personnel</b>	<i>[Specify any changes to the Nominated Personnel.]</i>
<b>Implementation</b>	<i>[Outline in sufficient detail how the Change Request will be implemented.]</i>
<b>Effect on Customer Users</b>	<i>[Outline the effect, if any, of the change to the Customer Users.]</i>
<b>Other matters</b>	<i>[List any other matters that are relevant to the Change Request or that the Customer has requested are covered by this Change Request.]</i>
<b>List documents that form part of this Change Request</b>	<i>[Insert list.]</i>

<b>Customer</b>  Name (Print):  Signature:  Date:	<b>Supplier</b>  Name (Print):  Signature:  Date:
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	<b>Guidance note:</b> Only persons with the necessary authorisation or delegation may execute Change Request Forms.
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**Schedule 6 – Not Used (see clause 8 of Additional Conditions)**

**Schedule 7 - Not used**

**Schedule 8 – Not used**

**Schedule 9 – Not used**

## Services Module



**Guidance note:** This Services Module may be used for the provision of ICT Services (Non-Cloud), including:

- Support Services for both Hardware and Software (but not Licensed Software or Software as a Service);
- Development Services;
- Systems Integration Services;
- Data Services;
- Professional Services;
- Managed Services;
- Services relating to training; and
- the additional and ancillary Services and Deliverables specified in this Module.

This Module should not be used to procure Software Support Services with respect to Licensed Software. Instead, for such Services, the Customer should use the Software Module (Non-Cloud) which covers Services with respect to Licensed Software and Software Support Services for Licensed Software.

The Hardware and Other ICT Deliverables also includes Hardware Support Services. Either this Module or the Hardware and Other ICT Deliverables could be used for the provision of such Support Services. If the Customer is not procuring Hardware and if Hardware Support Services are being procured with other Services within the scope of this Module, it is preferable to use this Module to reduce the number of Modules that you need to complete.

Please refer to the Digital.NSW ICT Purchasing Framework User Guide for more details in relation to the use of this Module.



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# Services Module

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## Background

- A. This Module forms part of the Digital.NSW ICT Purchasing Framework.
- B. The purpose of this Module is to set out the specific terms and conditions which apply to the provision of ICT Services and related or ancillary goods and services.
- C. The specific Services and Deliverables that the Supplier will provide under the Agreement are described in the Order Form.

## PART A: PRELIMINARIES

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### 1. General

#### 1.1 Scope

The Supplier must provide the Services and associated Deliverables described in the Order Form on the terms of this Module and the other terms of the Agreement.

#### 1.2 Acknowledgements

The parties acknowledge and agree that the:

- (a) obligations in this Module supplement, and are in addition to, the parties' other rights and obligations under the Agreement. Except to the extent expressly provided in the Agreement, nothing in this Module is intended to limit or restrict any other provision under the Agreement; and
- (b) Customer is relying on the Supplier's expertise in providing the Services under this Module.

#### 1.3 Services Period

Except for Support Services, all Services under this Module must be provided for the Term or for such other period specified in the Order Form (**Services Period**).

## PART B: SUPPORT SERVICES

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### 2. Provision of Support Services

#### 2.1 Application

This Part B applies where it is specified in the Order Form that the Supplier will provide Support Services.

#### 2.2 Support Period

All Support Services under this Module must be provided for the Support Period.

#### 2.3 General

- (a) The Supplier must carry out the Support Services specified in the Order Form.

- (b) The Supplier must carry out all Support Services:
  - (i) in accordance with the requirements in this Part B and any additional requirements specified in the other Order Documents;
  - (ii) to meet any applicable Service Levels;
  - (iii) in a manner that is consistent with the Customer's operating requirements (if any) and the Specifications; and
  - (iv) in a manner that causes minimal disruption to Customer Users and the Customer's operations.

## 2.4 Help desk

- (a) If the Order Form specifies that the Supplier will provide help desk Services, the Supplier must provide help desk Services during the times of operation and in accordance with the Specifications and any other requirements of the Agreement.
- (b) The Supplier must:
  - (i) respond to, and investigate, requests to the help desk in a timely and efficient manner and in accordance with any requirements and Service Levels specified in the Order Documents; and
  - (ii) ensure the help desk is provided by Personnel who are sufficiently qualified and experienced to resolve and escalate issues.

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## 3. Software Support Services

### 3.1 Application

This clause 3 applies where it is specified in the Order Form that the Supplier will provide Software Support Services.

### 3.2 Updates and New Releases

- (a) This clause 3.2 applies where the Supplier provides Software Support Services and Updates and/or New Releases form part of those Software Support Services.
- (b) The Supplier must offer and provide the Customer all:
  - (i) Updates applicable to the Software; and/or
  - (ii) New Releases applicable to the Software,at no additional cost and when the Update and/or New Release becomes available, except where otherwise specified in the Order Form (in relation to either Updates or New Releases, or both).
- (c) All Updates and New Releases that the Supplier provides must conform to the security and other requirements of the Agreement and must not reduce or diminish the functionality, performance or availability of the Software.
- (d) To the extent reasonably practicable, the Supplier must:
  - (i) provide the Customer with written notice of all Updates and New Releases prior to installation; and

- (ii) if requested to do so by the Customer, at the Supplier's sole cost (unless otherwise specified in the Order Form), demonstrate the extent to which the relevant Update and New Release is capable of providing the functionality and performance specified in the Specifications and Order Documents (including, where available, through the provision of release notes pertaining to the Update and New Release).
- (e) Subject to clauses 3.2(f) and 3.2(g), the Customer is under no obligation to accept, approve or permit the installation (whether manually or automatically applied) of any Update or New Release offered by the Supplier pursuant to this clause 3.2 and a refusal by the Customer to implement an Update or New Release will not affect the Customer's entitlement to the Deliverables and Services.
- (f) Notwithstanding the above, the Customer must accept any Update that is designed to correct or redress a security vulnerability that is affecting the Software (**Security Correction**) but only to the extent that the Update complies with clause 3.2(c) and such other conditions specified in the Order Form.
- (g) If the Customer rejects the offer by the Supplier of an Update or New Release (other than any Security Correction), the Supplier must (unless otherwise specified in the Order Form) continue to maintain the version of the Software that the Customer is using for 18 months (or such other period as specified in the Order Form) from the date that the Customer provides written notice to the Supplier of the rejection of the Update or New Release. After this period, the parties acknowledge and agree that:
  - (i) the Software may have its usefulness reduced over time;
  - (ii) the Supplier may not be able to remedy any Defects in the Software; and
  - (iii) the Supplier is not responsible for any Defect in the Software, nor any incident, outage or breach of any Service Level, which would not have occurred had the Update or New Release been installed.
- (h) If the Customer accepts an Update or New Release the:
  - (i) Specifications with respect to the Software will be deemed to be amended to the extent that the specifications for the Update and New Release supersede the existing Specifications;
  - (ii) Supplier must promptly update the User Documentation to the extent required to reflect the Update and New Release and, once updated, promptly provide a copy to the Customer;
  - (iii) Supplier must deliver the Update and New Release in a timely manner and in accordance with any timeframes agreed between the parties in writing; and
  - (iv) Agreement will continue to apply in all respects to the Update and New Release.

### 3.3 No restriction

Nothing in this clause 3 is intended to reduce or restrict the Supplier's obligations to respond to and redress Defects and Security Incidents (including through the provision of appropriate patches for security vulnerabilities). Such matters must be completed in accordance with any applicable Service Levels and all other requirements of the Agreement.

---

## **4. Support Services for Hardware and Other ICT Deliverables**

### **4.1 Application**

This clause 4 applies where it is specified in the Order Form that the Supplier will supply Support Services with respect to the Hardware and/or Other ICT Deliverables.

### **4.2 Provision of Support Services**

The Supplier must carry out the Support Services with respect to the Hardware and/or Other ICT Deliverables specified in the Order Form. These Support Services may include either Preventative Maintenance or Remedial Maintenance (or both), as well as such other Support Services specified in the Order Form.

### **4.3 Preventative Maintenance**

- (a) Where specified in the Order Form, the Supplier must carry out Preventative Maintenance to ensure that the Deliverables remain in good working order and comply with the Specifications and other requirements of the Agreement.
- (b) Preventative Maintenance will be carried out outside Business Hours or at such other times as specified in the Order Form or agreed by the Customer in writing.
- (c) Except to the extent specified in the Order Form, as part of Preventative Maintenance the Supplier must:
  - (i) maintain the Deliverable and any Machine Code to a standard that ensures continued performance in accordance with the Specifications and other requirements of the Agreement;
  - (ii) make available all necessary fixes, patches, upgrades and new releases and enhancements for the Machine Code and other software components incorporated within the Deliverable; and
  - (iii) detect problems in relation to the Deliverables and minimise their occurrence,including undertaking system checks, replacing any unserviceable parts (excluding consumable items), cleaning and, where necessary, lubricating and adjusting mechanical and electro-mechanical devices in accordance with any manufacturer's instructions.
- (d) The Customer may, acting reasonably, postpone Preventative Maintenance with at least five Business Days' notice in writing to the Supplier's Representative. Where this occurs, the parties will co-operate with each other to reschedule the Preventative Maintenance on a date and time mutually agreed between the parties.

### **4.4 Engineering changes**

- (a) Unless otherwise specified in the Order Form, the Supplier must make available to the Customer all engineering changes to any Hardware and Other ICT Deliverables that:
  - (i) are designed to improve the safety, performance and reliability of the Deliverables; and
  - (ii) the Supplier generally makes available to its other customers.

- (b) The Supplier must give the Customer advance written notice of all proposed engineering changes in accordance with any notice period specified in the Order Form. This notice should include sufficient particulars about the proposed engineering changes to enable the Customer to determine whether to implement the proposed engineering changes.
- (c) Except where any engineering changes are classified by the Supplier or the manufacturer as being mandatory to ensure product security or safety in accordance with the Agreement (**Mandatory Engineering Changes**), the Customer may, at its sole discretion, elect not to proceed with any engineering changes.
- (d) For any engineering changes that the Customer proceeds with, the Customer may (at its sole discretion) elect to either:
  - (i) procure the Supplier to, at its own cost, provide a "user installable part" which the Customer must promptly Install in accordance with the Supplier's, and any manufacturer's, instructions; or
  - (ii) allow the Supplier to Install the engineering change, at the Supplier's own cost.
- (e) The Supplier must:
  - (i) perform relevant tests to demonstrate that the engineering change has been successfully implemented and, if requested by the Customer, provide written confirmation of such tests;
  - (ii) if requested by the Customer, explain to the Customer the reason for, and demonstrate to the Customer the effect of, the engineering change; and
  - (iii) promptly following performance of the engineering change, make any necessary updates to the User Documentation in accordance with the Agreement.
- (f) Except for Mandatory Engineering Changes, a refusal of the Customer to implement an engineering change will not affect the Customer's entitlement to the Deliverables and Services under the Agreement.

#### 4.5 Remedial Maintenance

- (a) Where specified in the Order Form, the Supplier must provide Remedial Maintenance as specified in the Order Form and in accordance with the requirements of this clause 4.5.
- (b) The Supplier must promptly, after being notified of a Defect or problem in relation to a Deliverable (including any Machine Code):
  - (i) repair or restore the Deliverable to enable it to operate in accordance with the Agreement;
  - (ii) comply with any applicable Service Levels and response times specified in the Order Documents;
  - (iii) to the extent that it is practical to do so, implement appropriate measures to minimise disruption to Customer Users and the Customer's operations during the provision of Remedial Maintenance; and
  - (iv) comply with any other requirements specified in the Agreement.

- (c) The Supplier must:
  - (i) perform relevant tests to demonstrate that the Remedial Maintenance has been successfully implemented and, if requested by the Customer, provide written confirmation of such tests;
  - (ii) if requested by the Customer, explain to the Customer the reason for, and demonstrate to the Customer the effect of, the Remedial Maintenance; and
  - (iii) promptly following performance of the Remedial Maintenance make any necessary updates to the User Documentation in accordance with the Agreement.

## PART C: OTHER SERVICES

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### 5. Development Services

#### 5.1 Application

This clause 5 applies where it is specified in the Order Form that the Supplier will supply Development Services.

#### 5.2 Performance requirements

The Supplier must provide the Software Solution and carry out the Development Services to ensure that the Software Solution is compatible with the Customer Environment and complies with the Specifications and other requirements specified in the Order Documents.

#### 5.3 Design process

- (a) This clause 5.3 applies where it is specified in the Order Form that the Supplier must prepare a design specification with respect to the provision of the Software Solution and the Development Services (**Design Specification**).
- (b) The Supplier must prepare a Design Specification for the Customer's approval by the date specified in the Order Documents or as otherwise agreed by the Customer in writing. The Design Specification must:
  - (i) be based on, and consistent with, the Specifications;
  - (ii) enable the Software Solution to be installed within the Customer Environment; and
  - (iii) provide a detailed technical explanation of how the Software Solution will provide the functions specified in the Specifications, including, as applicable, details of the processes, visual displays, screen layouts, system flowcharts, user interfaces and data flows.
- (c) The Design Specification will, when approved by the Customer in writing, become part of the Specifications.
- (d) For clarity, the Design Specification is a Document Deliverable. Clause 8 (Document Deliverables) of the Agreement therefore applies to the Design Specification, including any updates to it.

#### 5.4 Development process

- (a) The Supplier must carry out the Development Services:



- (i) to ensure minimal disruption to the Customer and Customer Users; and
  - (ii) in a controlled and traceable manner to maintain the integrity and traceability of all changes to the Software at all stages of development.
- (b) Without limiting the generality of clause 5.4(a), the Supplier must ensure that:
- (i) it identifies and documents all changes to the Software that it or its Personnel make or implement; and
  - (ii) any changes to the Software are developed and documented in a way which would enable future modification or development to the Software Solution without further reference to the Supplier.
- (c) In the User Documentation, the Supplier must reference and document procedures to be undertaken in relation to the detection and remediation of development errors, faults and other Defects identified in respect of the Software Solution.
- (d) The Supplier must continually monitor and assess the quality of all Development Services against any applicable Service Levels and any other criteria set out in the Specifications (including the Design Specification) and the Order Documents.

## **5.5 Alternative project delivery methodology**

The parties may, in an Order Form, specify an alternative project design and development methodology to that set out in clauses 5.3 and 5.4, in which case that alternative project methodology will apply to the performance of the Development Services.

## **5.6 Warranties in relation to Development Services**

The Supplier warrants that, without limiting any other warranties or commitments made by it in the Agreement, it:

- (a) has established quality assurance arrangements for the provision of the Development Services; and
- (b) will comply with, and maintain, those quality assurance arrangements for so long as it is providing Development Services under the Agreement.

---

# **6. Systems Integration Services**

## **6.1 Application**

This clause 6 applies where it is specified in the Order Form that the Supplier will provide Systems Integration Services.

## **6.2 Provision of Systems Integration Services**

- (a) The Supplier must provide the Systems Integration Services specified in the Order Documents. Except to the extent otherwise set out in the Order Documents, the Systems Integration Services will include:
  - (i) designing, providing, configuring, installing and testing the System; and
  - (ii) carrying out all other Systems Integration Services specified in the other Order Documents.
- (b) The Supplier must carry out all Systems Integration Services in accordance with clause 6 and the other requirements of the Agreement.

- (c) Except to the extent otherwise specified in the Order Documents, the Supplier will assume primary project management and control in relation to all Systems Integration Services, including:
  - (i) coordinating the Supplier's Activities with the Customer and Other Suppliers (where applicable); and
  - (ii) managing project risks and discharging responsibilities which are identified as the Supplier's responsibility in the Order Documents.
- (d) The Supplier must perform the Systems Integration Services at the times, and in accordance with the requirements, set out in the Order Documents (including any approved SI Plan and SI Specifications).

### 6.3 SI Plan and SI Specifications

- (a) The Supplier must, prior to performing the Systems Integration Services, prepare and deliver to the Customer for its approval:
  - (i) a systems integration implementation plan for carrying out the Systems Integration Services (**SI Plan**); and
  - (ii) specifications for the System (**SI Specifications**).
- (b) The SI Plan requirements and the SI Specifications will be specified in the Order Form.
- (c) Where the requirements for the SI Plan are not specified in the Order Form, the SI Plan must, at a minimum, include:
  - (i) an assessment and definition of:
    - A. the Customer Environment;
    - B. the System;
    - C. all relevant interfaces that are necessary in order for the System to properly interface with the Customer Environment;
    - D. the Customer's requirements and expectations in respect of the Systems Integration Services, including the Customer's business requirements and any objectives to be met by the Supplier in carrying out the Systems Integration Services;
    - E. the roles and responsibilities of the parties; and
    - F. any resources (including Customer Supplied Items) required to carry out the Systems Integration Services;
  - (ii) a strategy for the delivery of the Systems Integration Services that is appropriate for the Customer's needs, including the staging and implementation of the Systems Integration Services and associated testing;
  - (iii) a Data Migration Plan (where applicable); and
  - (iv) such other details specified in the other Order Documents.
- (d) Unless otherwise specified in the Order Form, the SI Specifications must, at a minimum, include:

- (i) detailed technical and functional specifications for the System; and
  - (ii) such other details specified in the other Order Documents.
- (e) For clarity, the SI Plan and SI Specifications are Document Deliverables. Clause 8 (Document Deliverables) of the Agreement therefore applies to the SI Plan and SI Specifications, including any updates to them.

## 6.4 Warranties in relation to Systems Integration Services

The Supplier warrants that:

- (a) all components of the System will properly combine and interact with each other in accordance with the SI Specifications and other applicable requirements of the Agreement; and
- (b) the System will be properly installed in accordance with any approved SI Plan.

---

## 7. Data Services

### 7.1 Application

This clause 7 applies where it is specified in the Order Form that the Supplier will provide Data Services.

### 7.2 Customer Provided Data

- (a) Unless otherwise specified in the Order Form, to enable the Supplier to carry out the Data Services, the Customer will use its reasonable endeavours to extract and provide the Customer Provided Data to the Supplier:
  - (i) in the format specified in the Order Form; and
  - (ii) at the times (including within any timeframes) and in accordance with any other requirements specified in the Order Documents.
- (b) The Customer acknowledges and agrees that the Supplier's ability to carry out the Data Services may depend in whole or in part on the completeness and quality of the Customer Provided Data.
- (c) If the Supplier identifies any errors or issues in relation to the Customer Provided Data (including due to data transmission issues), the Supplier must:
  - (i) advise the Customer's Representative as soon as the Supplier becomes aware of the issue;
  - (ii) co-operate with the Customer to resolve the issue; and
  - (iii) not commence the Data Services until the issue has been resolved to the Customer's reasonable satisfaction.
- (d) The Supplier acknowledges and agrees that Customer Provided Data is "Customer Data" as defined in Schedule 1 of the Agreement. For clarity (and without limiting those obligations in relation to Customer Data specified in Part C (Data and Security) of the Agreement):
  - (i) the Supplier obtains no right, title or interest with respect to any Customer Provided Data, other than a right to use Customer Provided

Data for the sole purpose of carrying out the Supplier's Activities in accordance with the Agreement;

- (ii) as between the Supplier and the Customer, all rights in, and in relation to, Customer Provided Data remain with the Customer at all times and are not transferred; and
- (iii) the Supplier must not dispose of any Customer Provided Data other than in accordance with the Agreement.

### **7.3 Further restrictions**

The Supplier and its Personnel must not attempt to use the Customer Provided Data in a manner that is contrary to the Privacy Laws or that attempts (without the Customer's express written authorisation) to:

- (a) extract any Personal Information from the Customer Provided Data; or
- (b) de-identify any Customer Provided Data.

### **7.4 Backups**

- (a) Unless otherwise specified in the Order Form, the Customer must:
  - (i) take a complete backup of the Customer Provided Data; and
  - (ii) test and retain the backup referred to in clause 7.4(a)(i),  
prior to giving a copy of the Customer Provided Data to the Supplier.
- (b) Once Customer Provided Data is supplied to the Supplier or (where applicable) extracted by the Supplier, the Supplier:
  - (i) is solely responsible for taking and backing up the Customer Provided Data; and
  - (ii) must ensure that all backups of Customer Provided Data:
    - A. occur securely and in accordance with the Agreement, including any requirements specified in the Order Form;
    - B. occur regularly and at the intervals or timeframes specified in the Order Documents; and
    - C. are undertaken in a manner which enables the Customer Provided Data to be accurately and completely restored, in the event of any damage to, or loss of, that Customer Provided Data.

### **7.5 Data cleansing**

If the Order Form states that data cleansing is to be performed by the Supplier, the Supplier must cleanse the Customer Provided Data by:

- (a) eliminating records that are clearly duplicates;
- (b) correcting misspellings and errors;
- (c) ensuring that there are consistent descriptions, punctuation and syntax; and

- (d) resolving any other obvious inaccuracies, omissions or inconsistency issues, to meet the level of accuracy and consistency stated in the Order Documents.

## 7.6 Data analysis

- (a) If the Order Form states that the Supplier is to provide data analytics Services with respect to the Customer Provided Data, the Supplier must conduct such analytics and, where specified in the Order Form, provide the Customer with the data analytics report(s).
- (b) The Supplier must complete the data analytics Services at the times, and in accordance with the requirements, specified in the Order Documents.

## 7.7 Data migration

- (a) If the Order Form states that data migration Services must be performed by the Supplier, the Supplier must:
  - (i) perform the data migration Services described in the Order Form. Unless otherwise specified in the Order Form, the data migration Services must include:
    - A. implementation of all activities set out in the Order Form and the Data Migration Plan for the migration of the Customer Provided Data;
    - B. completion of all necessary pre-migration activities to ensure the smooth migration of Customer Provided Data in accordance with the Agreement, including this clause 7;
    - C. development of appropriate business contingency arrangements should the migration of the Customer Provided Data not be successful; and
    - D. testing and acceptance of the migrated data in accordance with the requirements specified in the Order Documents; and
  - (ii) prepare a Data Migration Plan for the Customer's approval by the relevant Date for Delivery with respect to how the Supplier will effectively, securely and efficiently carry out any data migration activities in accordance with the requirements of the Agreement (**Data Migration Plan**).
- (b) The Data Migration Plan must include (unless otherwise specified in the Order Documents):
  - (i) an assessment and definition of the:
    - A. existing Customer systems from which the Customer Provided Data is to be extracted; and
    - B. Customer's data migration goals;
  - (ii) a data migration strategy that is appropriate for the Customer's needs and covers all appropriate planning and timetabling issues associated with the provision of the Data Services including the:
    - A. identification of the Data Services to be performed;

- B. staging and implementation of the Data Services; and
- C. preparation/pre-migration activities to be performed;
- (iii) a description of any data conversion proposed to be undertaken as part of the data migration strategy and of the activities required to be performed; and
- (iv) such other details specified in the other Order Documents.
- (c) For clarity, the Data Migration Plan is a Document Deliverable. Clause 8 (Document Deliverables) of the Agreement therefore applies to the Data Migration Plan, including any updates to it.

## 7.8 Tools and Methodologies

- (a) Where the Data Services are to be performed using software, software tools, object libraries, methodologies or other tools owned by the Supplier or any other party (**Tools and Methodologies**), the Supplier must, at the Customer's request, provide the Customer with an overview of the Tools and Methodologies.
- (b) Where the Tools and Methodologies are required to perform the Data Services, or the Customer requires access to any of them after the completion of the Data Services, the Supplier must:
  - (i) where the Supplier owns any Tools and Methodologies, provide the Customer with a licence to use those Tools and Methodologies on the same licence terms as specified in clause 17 (Intellectual Property) of the Agreement; and
  - (ii) where any Tools and Methodologies are owned by a third party, comply with clause 17.7 (Third party Intellectual Property Rights) of the Agreement in relation to those Tools and Methodologies.

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## 8. Other Professional Services

### 8.1 Application

This clause 8 applies where it is specified in the Order Form that the Supplier is to provide Professional Services.

### 8.2 General

- (a) The Supplier must provide the Professional Services in accordance with these Module Terms and the requirements set out in the Order Form.
- (b) The Professional Services must be provided to meet the Specifications, standards and Dates for Delivery under the Agreement.

### 8.3 Timeframe for provision

Where the Supplier is providing the Professional Services at the Site, the Professional Services will be provided during Business Hours or at such other times as specified in the other Order Documents or agreed by the Customer in writing.

## 9. Managed Services

### 9.1 Application

This clause 9 applies where it is specified in the Order Form that the Supplier will provide Managed Services.

### 9.2 General

- (a) The Supplier must provide the Managed Services in accordance with these Module Terms and the requirements set out in the other Order Documents.
- (b) The Managed Services must be provided to meet the Specifications, standards and Dates for Delivery under the Agreement.

### 9.3 Transition-In Services

- (a) Without limiting clause 7 (Transition-In) of the Agreement, where the Order Form specifies that the Supplier will provide Transition-In Services, the Supplier must (unless otherwise specified in the Order Form):
  - (i) perform due diligence to understand the Customer's goals, requirements and expectations with respect to the provision of the Managed Services; and
  - (ii) develop a Transition-In Plan that:
    - A. sets out the Supplier's understanding of the Customer's requirements in relation to the Managed Services and the objectives to be met by the Supplier;
    - B. specifies the Customer Users who will be supported by the Managed Services;
    - C. specifies any assets or items that may need to be procured in connection with the provision of the Managed Services;
    - D. specifies any resources required (including any Customer Supplied Items or Customer assistance); and
    - E. includes such other matters as specified in the Order Documents.
- (b) The due diligence and other Transition-In Services must be commenced without delay and completed by the date specified in the Order Documents or as otherwise agreed by the Customer in writing.
- (c) If, after completing the due diligence and other Transition-In Services, the Supplier reasonably determines that any:
  - (i) aspect of the Managed Services are different to that set out in the Order Documents; or
  - (ii) assumptions set out in the Order Documents are not true,

then the Supplier may provide the Customer with a Change Request to vary the scope of the Managed Services to the sole extent reasonably necessary to reflect the true extent and nature of the Managed Services. Any such Change Requests

will be addressed in accordance with the Change Control Procedure under the Agreement.

#### 9.4 Procedures Manual

- (a) Where specified in the Order Form, the Supplier must provide to the Customer for approval a procedures manual for the carrying out of the Managed Services (**Procedures Manual**). The Procedures Manual must be provided by the date specified in the Order Documents.
- (b) The Procedures Manual must specify:
  - (i) the governance processes, procedures and protocols for dealing with the Customer and any third parties;
  - (ii) the procedures and proposals for managing Security Incidents;
  - (iii) the procedures and protocols for identifying and managing risks;
  - (iv) the procedures and protocols to identify and rectify Defects or failures in the delivery of the Managed Services; and
  - (v) such other details specified in the Order Form.
- (c) For clarity, the Procedures Manual is a Document Deliverable. Clause 8 (Document Deliverables) of the Agreement therefore applies to the Procedures Manual, including any updates to it.

#### 9.5 Managed Third Party Contracts

- (a) This clause 9.5 applies where it is specified in the Order Form that the Supplier will assume responsibility for the management and performance of any Managed Third Party Contracts.
- (b) The Supplier must perform the Supplier's Activities with respect to each Managed Third Party Contract as described in this clause 9.5 and the other Order Documents or as otherwise agreed between the parties in writing.
- (c) The Supplier must use its best efforts to obtain the novation of each Managed Third Party Contract by the date specified in the Order Documents or as otherwise agreed by the Customer in writing. If a Managed Third Party Contract cannot be novated by this date:
  - (i) the Supplier must use its best efforts to procure the right to assume management responsibility on behalf of the Customer in respect of the Customer's rights and obligations under the relevant Managed Third Party Contract and the Customer must provide all reasonable assistance to the Supplier in that regard; and
  - (ii) if the Supplier cannot procure the rights specified in clause 9.5(c)(i), the parties will consult and co-operate with each other in order to agree and implement appropriate workarounds or other alternative solutions to enable the Supplier to provide the Managed Services. Such workarounds or other alternative solutions may include, if agreed by the parties, the Supplier entering into an agreement directly with the relevant Managed Third Party Contract supplier.
- (d) Unless and until a Managed Third Party Contract has been properly novated to the Supplier in accordance with the Agreement, the Supplier must not without the express written approval of the Customer:



- (i) vary, terminate, repudiate, extend or exercise any rights under the Managed Third Party Contracts;
  - (ii) waive or purport to waive any rights of the Customer under the Managed Third Party Contracts;
  - (iii) grant any consent or approval, or exercise any of the Customer's rights under the Managed Third Party Contracts; or
  - (iv) purport to act for, or on behalf of, the Customer or bind the Customer in any respect, whether at Law or in contract.
- (e) The Supplier must immediately notify the Customer's Representative in writing of any actual, suspected or alleged:
- (i) breach;
  - (ii) Claim;
  - (iii) dispute; or
  - (iv) matter or circumstance that impacts the Customer's or Supplier's rights and remedies (as applicable),
- under, or in connection with, any Managed Third Party Contract.
- (f) The Supplier must, if requested by the Customer, provide all necessary support and assistance required by the Customer in relation to the investigation, resolution and management of any of the matters or circumstances specified in clause 9.5(e).
- (g) Unless otherwise specified in the Payment Particulars, all costs associated with the management and novation of Third Party Contracts form part of the Price for the provision of the Managed Services.
- (h) The parties may specify an alternative approach in relation to the administration of Managed Third Party Contracts in the Order Form, in which case they will comply with that alternative approach.

## 9.6 Assets

- (a) This clause 9.6 applies where the Order Form specifies that a transfer of Assets is required to carry out the Managed Services.
- (b) From the date specified in the Order Form (or at such other time as agreed by the Customer), title to the Assets will be transferred from the Customer to the Supplier to enable the Supplier to provide the Managed Services. Once the transfer occurs, risk in the transferred Assets passes to the Supplier and the Supplier will be fully responsible for the Assets, including their condition and ongoing maintenance.
- (c) The Customer warrants that, upon title passing to the Supplier in accordance with clause 9.6(b), the Assets will pass to the Supplier free and clear of all liens, security interests, mortgages and other encumbrances.

## 9.7 Transition-Out Services

Without limiting clause 31 (Transition-Out Services) of the Agreement, where the Order Form specifies that the Supplier will provide Transition-Out Services, the Supplier must (unless otherwise specified in the Order Form):

- (a) assist the Customer to transition the Managed Services to a new service provider or to the Customer; and
- (b) if requested by the Customer:
  - (i) assist the Customer to obtain the novation or assignment of the Managed Third Party Contracts to a new service provider or to the Customer;
  - (ii) deal with any Assets that were used in the provision of the Managed Services in accordance with the Customer's reasonable requirements; and
  - (iii) grant or assist the Customer (or new service provider) to procure sufficient rights and licences to continue using assets, software or other Materials used in the provision of the Managed Services.

## **PART D: GENERAL**

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### **10. Training**

#### **10.1 Training Services**

- (a) This clause 10 only applies where it is specified in the Order Form that the Supplier will provide training Services or Deliverables.
- (b) Unless otherwise specified in the Order Documents, the Supplier must:
  - (i) provide training Services and any training materials at the times and in accordance with the requirements specified in the Order Documents; and
  - (ii) prepare and submit to the Customer's Representative for approval, by the date specified in the Order Documents, a training Plan for carrying out the training Services. The training Plan must:
    - A. describe the type of training Services to be provided (for example, user training, "train-the-trainer" training or awareness training);
    - B. describe how the training will be delivered;
    - C. specify the responsibilities of both parties in connection with the training, including any Customer Supplied Items to be provided in connection with the training;
    - D. specify any maximum and/or minimum number of attendees per training course; and
    - E. include such other detail as specified in the Order Documents.
- (c) For clarity, the training Plan is a Document Deliverable. Clause 8 (Document Deliverables) of the Agreement therefore applies to the training Plan, including any updates to it.
- (d) Training will occur at the location(s) specified in the Order Documents or such other location(s) agreed by the Customer in writing.

## 10.2 Training Reports

- (a) Where specified in the Order Form, the Supplier must provide the Customer's Representative with written reports in relation to the provision of training Services (**Training Reports**). Unless otherwise specified in the Order Form, the Training Reports must cover:
  - (i) the status of the training;
  - (ii) any issues that the Supplier has encountered in delivering the training;
  - (iii) any "lessons learnt" or areas for future improvement; and
  - (iv) such other details as set out in the Order Form.
- (b) The Training Reports must be provided by the Supplier on a fortnightly basis for the duration of the training Services or at such other intervals as set out in the other Order Documents.

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## 11. Additional and ancillary Deliverables and Services

### 11.1 Provision of additional and ancillary Deliverables and Services

The Supplier must supply:

- (a) any additional or related Deliverables or Services specified in the Order Documents, including (where specified):
  - (i) installation Services; and
  - (ii) the provision of Non-ICT Services and associated Deliverables; and
- (b) all other goods and services that are incidental or ancillary to the provision of the Services under this Module and that are required to ensure that the Services comply with the Specifications and other requirements of the Agreement.

### 11.2 Requirements

The Supplier must provide all additional, related, incidental and/or ancillary Deliverables and Services specified in clause 11.1 in accordance with all applicable requirements and timeframes under the Agreement.

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## 12. Records

- (a) The Supplier must keep and maintain full and accurate records of all Services provided under this Module in accordance with the Agreement and this clause 12.
- (b) Unless otherwise specified in the Order Documents, the records must include the following details:
  - (i) any issues in relation to the Services that have arisen or been reported by the Customer;
  - (ii) a record of any Deliverables provided as part of the Services, including the:
    - A. date provided;
    - B. quantity provided; and

- C. name and (where applicable) serial number of the Deliverables;
  - (iii) any repairs, replacements or other remedial action taken by the Supplier or its Personnel in relation to any Deliverables (or parts or components) that have been supplied as part of the Services;
  - (iv) any Delays associated with the provision of the Services and the reason for those Delays;
  - (v) any actions that the parties need to take, or decisions that need to be made, to ensure the provision of the Services in accordance with the requirements of the Agreement;
  - (vi) the progress of the Services against any Project Plan; and
  - (vii) such other records in relation to the Services that are specified in the Order Form.
- (c) Without limiting the generality of the foregoing, where the Supplier provides any:
- (i) Development Services, the Supplier must keep records that adequately detail and describe all changes to the Software; and
  - (ii) Managed Services, the Supplier must keep records relating to all actions and tasks the Supplier has taken, and the requests or communications it has made, with respect to any Managed Third Party Contracts.
- (d) The Supplier must, at its sole cost, provide copies of the records required to be maintained and kept under this clause 12 to the Customer's Representative in accordance with the times set out in the Order Documents or as otherwise reasonably required by the Customer.

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## 13. Exceptions

- (a) The Supplier is not liable for any failure of the Services or associated Deliverables to comply with the Agreement to the extent arising as a result of:
- (i) any Critical CSI not operating in accordance with the Agreement;
  - (ii) any misuse of the Services or associated Deliverables by the Customer;
  - (iii) in relation to Support Services for Hardware or Other ICT Deliverables, the Customer not implementing any Mandatory Engineering Changes;
  - (iv) in relation to Development Services for Software, the Customer's combination, operation or use of the relevant Software with any other product, equipment, software or document of the Customer or a third party except where:
    - A. such combination, operation or use is authorised under the Agreement;
    - B. the Supplier supplied the Software on the basis that it can be combined, operated or used with the Customer's or relevant third party products; or
    - C. such combination, operation or use should have been reasonably anticipated by the Supplier having regard to the

nature and purpose of the Development Services and the associated Software;

- (v) damage caused by the operation of any Deliverables other than in accordance with any recommended and reasonable operating procedures specified in the Order Form and User Documentation; or
  - (vi) any Virus, Denial of Service Attack or other malicious act that adversely affects the Services or associated Deliverables (or any software installed on the Deliverables or connected to them), except to the extent that the Virus, Denial of Service Attack or other malicious act was:
    - A. introduced or carried out by the Supplier or its Personnel;
    - B. caused or contributed to by any wrongful act or omission of the Supplier or its Personnel; or
    - C. due to the Supplier or its Personnel breaching the Agreement, including any failure to comply with the security obligations under the Agreement.
- (b) The Customer may, at its sole discretion, request the Supplier to provide Services in respect of correcting or resolving any of the issues set out in clause 13(a) and, if so, the Supplier must provide such Services on a time and materials basis, based on the rates and charges specified in the Payment Particulars or as otherwise agreed between the parties in writing. However, any issue that results from one or more of the circumstances specified in clauses 13(a)(iv)A to 13(a)(iv)C or clauses 13(a)(vi)A to 13(a)(vi)C must be rectified at the Supplier's sole cost and in accordance with the Agreement.

## Annexure A: Definitions and interpretation

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### 1. Definitions and interpretation

#### 1.1 Definitions

Terms used in this Module have the meaning set out in Schedule 1 (Definitions and interpretation) of the Agreement, unless otherwise defined below:

**Agreement** has the meaning given to it in the ICT Agreement entered into under the NSW Government's Digital.NSW ICT Purchasing Framework, of which this Module forms a part.

**Assets** means the physical assets and items specified in the Order Form (or as otherwise agreed between the parties in writing) which are to be transferred to the Supplier in accordance with clause 9.6.

**Customer Provided Data** means the Customer Data provided by the Customer to the Supplier (or extracted by the Supplier as part of providing the Supplier's Activities) and in respect of which the Supplier is to provide the Data Services. Customer Provided Data includes any data derived or generated from the Customer Provided Data as a result of the provision of the Supplier's Activities.

**Data Migration Plan** has the meaning given to this term in clause 7.7(a)(ii).

**Data Services** means any data Services specified in the Order Form to be provided by the Supplier in respect of the Customer Provided Data.

**Design Specification** has the meaning given to this term in clause 5.3(a).

**Development Services** means the Software development Services as described in clause 5.

**Hardware** means the physical ICT equipment, including all components and parts, specified in the Order Form which is to be acquired or maintained under the Agreement (as the case may be) and any substituted equipment, components or parts.

**Install** means the installation and set-up of the Hardware in accordance with this Module, including the integration of the Hardware into the Customer Environment, and **Installation** has a corresponding meaning.

**Machine Code** means any microcode, basic input/output system code (called "BIOS"), utility programs, device drivers, diagnostics, firmware and any other code, delivered with the Hardware for the purpose of enabling the Hardware to function as specified in the Order Form and Order Documents. Machine Code excludes the operating system and any Licensed Software that is provided pursuant to the Software Module under the Agreement.

**Managed Services** means the managed services as described in clause 9.

**Managed Third Party Contracts** means a contract, deed or agreement with a third party as specified in the Order Form (or such other third party contracts, deeds or agreements as agreed between the parties in writing).

**Mandatory Engineering Changes** has the meaning given to this term in clause 4.4(c).

**Module** means this document (including Annexure A), which is the Services Module (Non-Cloud) under the Agreement.

**Non-ICT Services** means Services that form part of the Supplier's Activities, but which do not comprise ICT Services or Deliverables.

**Other ICT Deliverables** means ICT Deliverables and components and parts other than:

- (a) Licensed Software provided under the Software Module;
- (b) Hardware; or
- (c) Deliverables provided under the Cloud Module.

**Preventative Maintenance** means scheduled maintenance Services required to be performed by the Supplier in accordance with clause 4.3 to ensure that the Hardware and Other ICT Deliverables remain in working order in accordance with the Specifications and other requirements of the Agreement.

**Procedures Manual** has the meaning given to this term in clause 9.4(a).

**Professional Services** means the professional Services required to be provided by the Supplier as described in the Order Form.

**Remedial Maintenance** means unscheduled maintenance Services required to be performed by the Supplier pursuant to clause 4.5 to restore the Hardware and Other ICT Deliverables to a condition allowing performance in accordance with the Specifications and other requirements of the Agreement.

**Security Correction** has the meaning given to this term in clause 3.2(f).

**Services Period** has the meaning given to this term in clause 1.3.

**SI Plan** has the meaning given to this term in clause 6.3(a)(i).

**SI Specifications** has the meaning given to this term in clause 6.3(a)(ii).

**Software** means, in relation to this Module, the software specified in the Order Form that is subject to the Software Support Services and/or Development Services, and where applicable, includes the Software Solution.

**Software Solution** means the Software to be implemented, developed or created by the Supplier for the Customer as stated in the Order Form.

**Software Support Services** means the support and maintenance Services to be provided by the Supplier in respect of the Software and as specified in the Order Form.

**Support Period** means the period during which the Supplier will provide the specific category of Support Services as specified in the Order Form or as otherwise agreed between the parties in writing.

**Support Services** means the support and maintenance Services to be provided by the Supplier in respect of the Supported Deliverables and as specified in the Order Form.

**Supported Deliverables** means the Software, Hardware and other Deliverables (as well as all associated components and parts) that are specified in the Order Form and in respect of which the Supplier will provide the Support Services.

**System** means the system specified in the Order Form (or as otherwise agreed by the parties in the SI Plan). The System comprises the software, hardware and other ICT infrastructure to be integrated with the Customer Environment.

**Systems Integration Services** means the Services for Systems integration specified in the Order Form or other Order Documents and which is to be provided by the Supplier.

**Tools and Methodologies** has the meaning given to this term in clause 7.8(a).

**Training Reports** has the meaning given to this term in clause 10.2(a).

## **1.2 Interpretation**

Unless as otherwise expressly specified, in this Module:

- (a) the rules of interpretation set out in Schedule 1 (Definitions and interpretation) of the Agreement will apply to this Module; and
- (b) a reference to a clause or Part is a reference to a clause or Part in this Module.