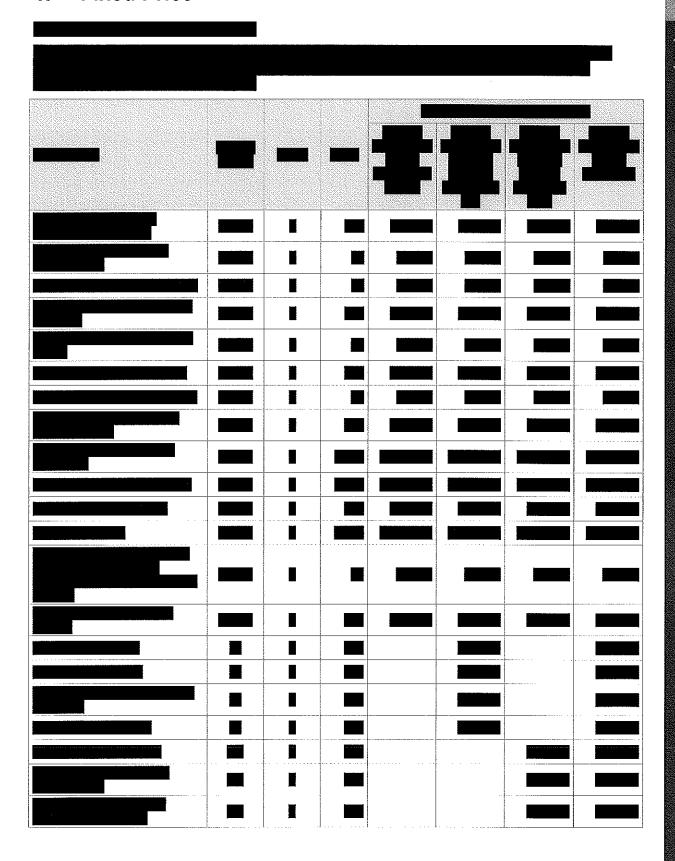# Attachment 12-E: Project Plan

See separate document.
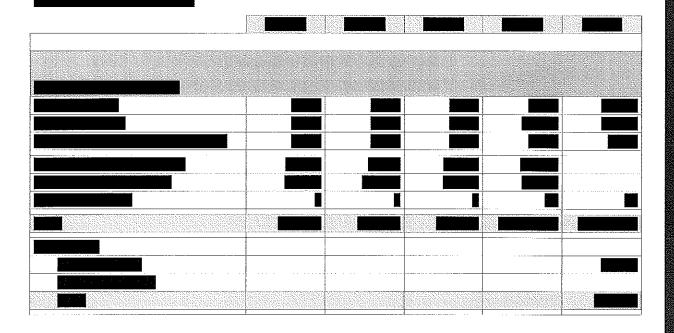
Attachment 12-F: Pricing Information and Tables

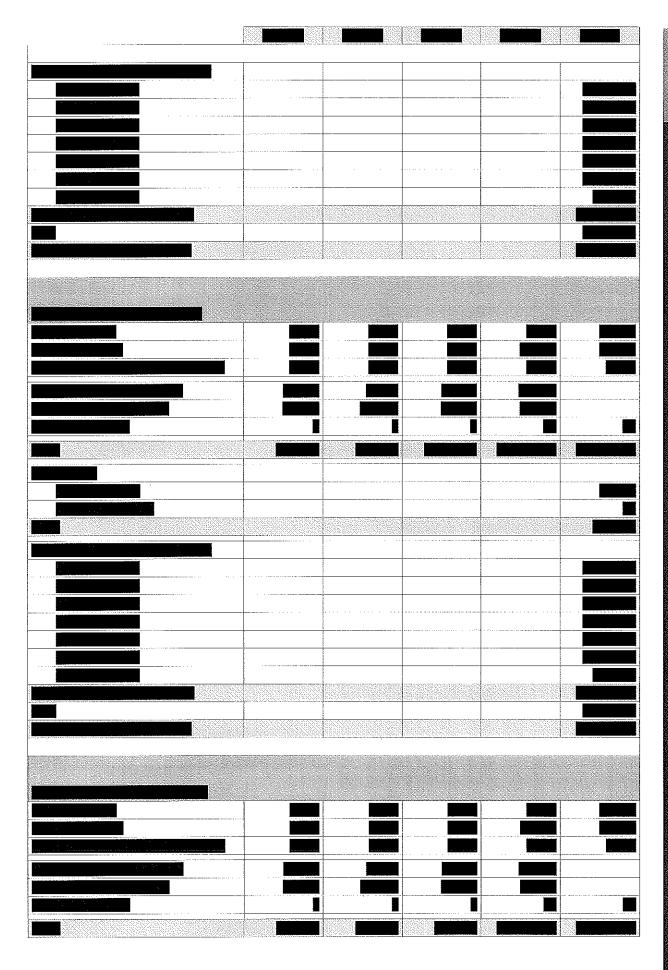## 1. Fixed Price

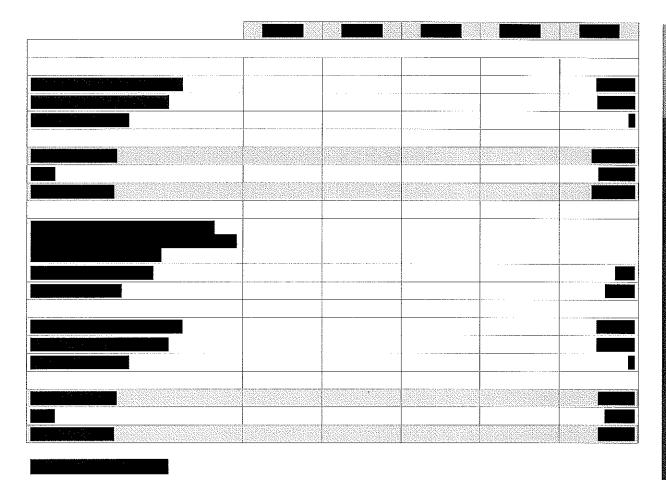| ████████████████	██████	██████	██████	██████
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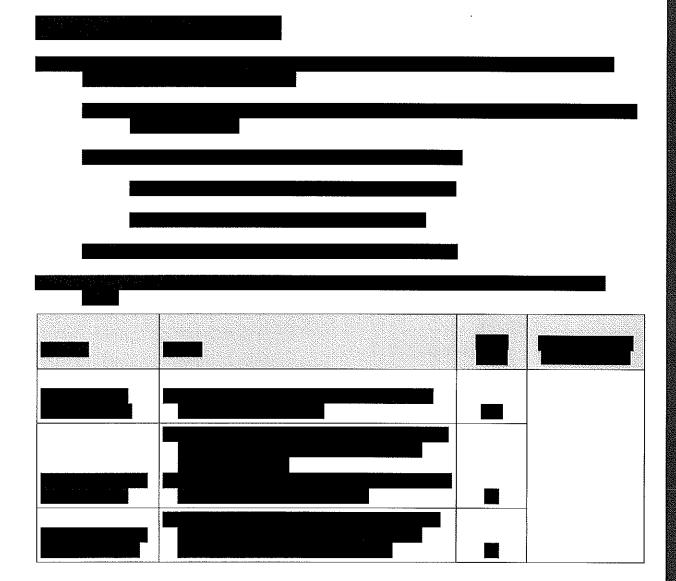
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2. Pricing Terms

2.1 Subject to the fixed price set out in section 1 above, the pricing for the Customer is set out in the AESG Catalogue (see section 8 below).

2.2 The volume tier pricing in section 1 is valid for the range +/- 500 FTEs

2.3 Catalogue volume tiers are held for 12 months (except in the case of machinery of government changes) before adjusted up or down, regardless of when an FTE count change occurs. The parties may agree to a Change Request should there be significant changes upwards or downwards. In the event of a machinery of government change, FTE count will be adjusted quarterly.

2.4 Whilst volume tiers are held for 12 months before changes, individual tiers are also valid for 60 months.

2.5 Regarding Additional Services (Catalogue Items starting with 3)

　　(a)　Unless alternate provisions on an Additional Service applies, Additional Services continue monthly until the end of the contract term.
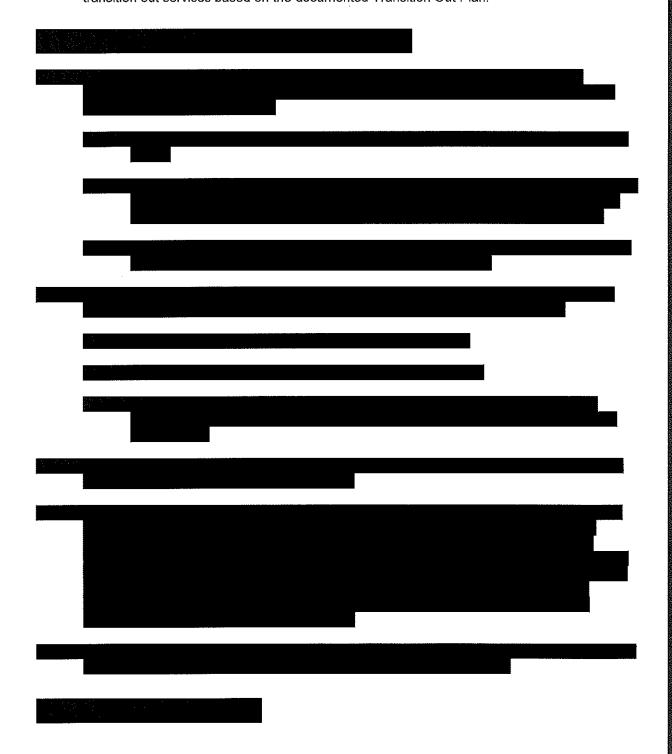
(b)   Any Additional Services must be pre-agreed in writing in advance by the Customer with Customer providing Contractor with a minimum of 30 days written notice. Any changes to adjust the Additional Services will be managed in accordance with Schedule 4 (Variation Procedures).
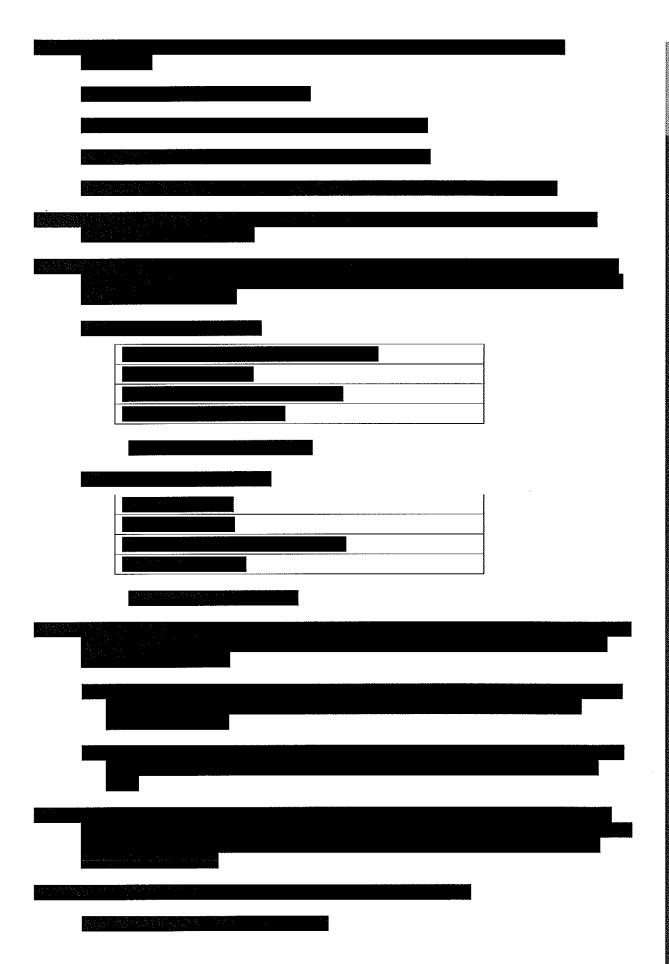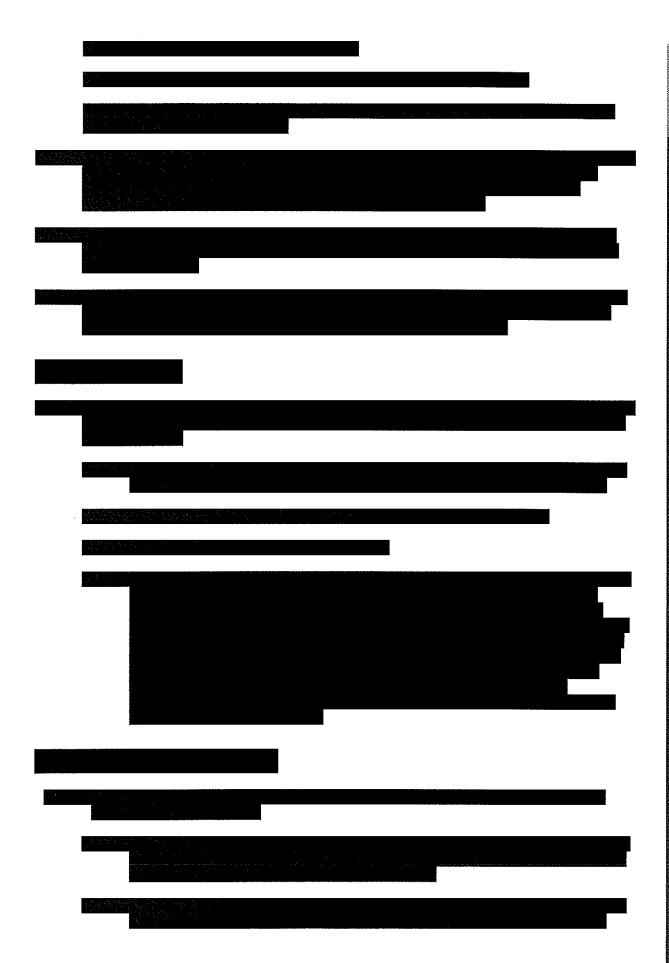
FTE Count

2.6   The FTE count for the Customer will be defined annually in advance and fixed for each Service Year. **"Service Year"** will be the year ending 30 June, with any partial years at the beginning and end of the Contract Period being prorated. Material changes to the FTE count of the Customer during the Service Year will be managed through Schedule 4 (Variation Procedures) and service governance processes. At the end of the Service Year the FTE count for the next Service Year will be set (no retrospective adjustment of forecast FTE value to the actual FTE value either up or down for the Service Year completed). Adjusted FTE counts are to be based on the most recently available Workforce Profile publication available on 1 September.

2.7   The FTE count will be adjusted more regularly during Transition In, coinciding with the go-live dates for each Wave. The adjustments will be based on the last FTE count from the Workforce Profile publication, using best estimates of the FTE count in the relevant service group.

			████	██████
████	████		██	████

3.3 The worked example above is for information purposes only and does not represent a firm price or commitment from the Contractor to deliver the scope above.

3.4 Transition Out costs will require detailed scoping, estimating and costing of the required transition out services based on the documented Transition Out Plan.

7.2 Price Adjustments to Catalogue Prices

(a) The parties will upon the Contractor serving an Adjustment Notice under Attachment 13-4 (Transition out Services and Catalogue Pricing Adjustments) conduct a price review of the prices set out in the AESG Catalogue, with the aim of agreeing adjustments to the pricing set out in the AESG Catalogue for the next extension of the Contract Period.

(b) The parties will work to achieve an agreement for the pricing for the extension period by that date which is 6 months prior to the commencement of the Extension Period, including by escalating the issue through all Governance Committees as appropriate.

8. Additional Documents

The AESG Catalogue is set out in a separate document.

Attachment 12-G – CSSR Processes

See separate document.

Context	Process Group	Process	Scope Status	% Technology	Technology Fit	Comment	C2 Scope	Localisations/ ADAPT	Adapt Compliance points used 78.4	Description	Reqts Reference	Requirements detailed description
Human Resources	**Transactional Process**											
	STD.HR.RA.000 Remuneration Administration		Mandatory									
		STD.HR.RA.040 Administer General Award Adjustment		0.8	High	AESG roadmap (3 months)						
		STD.HR.RA.050 Administer Ad Hoc Remuneration Adjustment		0.8	High	AESG roadmap (3 months)						
		STD.HR.RA.060 Administer Increment Adjustment		1	Complete							
		STD.HR.RA.070 Administer Higher Duties Allowance		1	Complete							
	STD.HR.TA.000 Time Administration		Mandatory									
		STD.HR.TA.020 Administer Time Schedule		1	Complete		Yes	3 Enhancements	5.2	Shift Management Solution for JJ	HR-020	Provide a facility for time officers to bulk manage time capture and roster movements (SHIFTPLANNING)
		STD.HR.TA.030 Report and Approve Time		1	Complete		Yes	5 Enhancements	7.5	Flex Sheet variations	SS-01	Enter Flex sheet details electronically and view the current and historical details since implementation.
		STD.HR.TA.040 Process Time		1	Complete		Yes	5 Enhancements	10	Time Calculation Enhancements	HR-21	Enable integrated management of other functions, purchased leave, maternity/ paternity leave related awards based time calculation, workers compensation hours
							Yes	1 Report	0	Extended Employee Absenteeism report (HR-07)	HR-017	Generate a trigger for performance management purpose if extended employee absenteeism is recorded
		STD.HR.TA.050 Request Leave		0.8	High	Workflow change (2 level approval)	Yes	1 Form	1.1	ES - Project Rec leave	HR-21	Manage Leave Loading payout requests and calculations
		STD.HR.TA.060 Cancel Leave Request		0.8	High	Workflow change required						
		STD.HR.TA.070 Purchase Leave		0.8	High	Workflow change (2 level approval)						
	STD.HR.DM.000 Employee Data Management		Mandatory									
		STD.HR.DM.010 Maintain Employee Master Data		1	Complete		Yes	3 Enhancements	3	Custom PA Infotypes	HR-05	Maintain Employee Master Data with all required attributes including secondary employment (outside of the Department)
							Yes	6 Enhancements	4	PA Infotype Validations Enhancements	HR-05	Maintain Employee Master Data with all required attributes including secondary employment (outside of the Department)
							Yes	1 Enhancement	1.9	Notification Engine Enhancements	HR-05	Send new hire email notification automatically to various parties once the new employee's HR master record is created
							Yes	1 Enhancement	2	Email selected reminder notifications	HR-05	Send an email reminder to the employee to remind him/her to provide supporting document (as appropriate)
							Yes	1 Enhancement	1.9	PSE HD Calculation	HR-05	requirement that personnel can be assigned to a higher duty post in both the solution and in the Rostering system.
							Yes	1 Enhancement	1	Enhancement in Personal Profile	SS-01	The employee should be able to view objects on loan, leave taken and current leave balances.
							Yes	5 Forms	9.4	Various HR forms - limited to 5	HR-12, SS-02 HR-05	Equal Employment Opportunities details. The solution must provide functionality for managers to initiate and manage related actions such as application approvals and other decisions
							Yes	5 Workflows	9.4	Various HR forms Workflows - limited to 5	HR-12, SS-02 HR-05	Equal Employment Opportunities details. The solution must provide functionality for managers to initiate and manage related actions such as application approvals and other decisions
							Yes	1 Form	2	Amend HD Form	HR-05	Maintain Employee Master Data with all required attributes
							Yes	1 Workflow	2	Amend HD Workflow	HR-05	Maintain Employee Master Data with all required attributes
							Yes	1 Form	0	ESS Services - maintain license details	HR-05	The solution should allow the employee to maintain the License details via ESS
							Yes	1 Workflow	0	ESS Services - license details workflow	HR-05	The solution should allow the employee to maintain the License details via ESS
							Yes	1 Form	0	ESS - maintain prior service details	HR-05	The solution should allow the employee to maintain the prior service details via ESS
							Yes	1 Form	0	ESS - maintain prior service details - workflow	HR-05	The solution should allow the employee to maintain the prior service details via ESS
		STD.HR.DM.030 Maintain Employee Personal Data		1	Complete		Yes	1 Form	0	ESS - Maintain Deductions form	SS-01	The employee should be able to make changes to pay deductions (union membership, health insurance, etc.) where allowed.
		STD.HR.DM.040 Maintain Organisational & Job Data		0.8	High	Included in SAP ECC; minor additions	Yes	2 Forms	3	Personnel Change Request Form for Job/Position	HR-012	Allow employee to complete and submit Personnel Change Request (PCR) to change employee's job or position via ESS
							Yes	1 Form	0	PCR Form for Org data change	HR-06	Allow managers to request changes to organisation data and generate org data change approval request notification
							Yes	1 Workflow	0	PCR Form for Org data change Workflow	HR-06	Send notification to manager once request status is updated to inform availability of new/updated job/ position/ org unit data
							Yes	1 Workflow	0	PCR Form Workflow	HR-012	Enable line manager to approve/reject Personnel Change request via MSS
							Yes	1 Interface	0	Interface with QBE system	NF-04	The solution must integrate HR organisation and employee data with the QBE system
							Yes	2 Interfaces	0	Interface with Department's Identity Management and Active Directory	NF-04	Integrate employee hiring, position change and termination records to Department's Identity Management and Active Directory
							Yes	2 Interfaces	0	Interface with AG's Learning System (LMS) - HR master data only, no competency or training admin integration	NF-04	Integration with Attorney General's LMS system - Learning Link/Capability system
							Yes	3 Enhancements	3	Custom OM Objects	HR-06	The system should record organisation units related data
		STD.HR.DM.050 Execute Reporting and Analysis		1	Complete							
		STD.HR.DM.070 Manage Record Retention		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective	Yes	2 Interfaces	0	Inbound & Outbound Interface to TRIM system	NF-01	Ability to scan and store supporting documentation with self-service functionality.
		STD.HR.DM.080 Manage Record Retrieval		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.DM.090 Administer Data Security		1	Complete							
		STD.HR.DM.100 Manage Enquiry		1	Complete							
		STD.HR.DM.110 Request Prior Service Recognition		0.5	Medium	AESG roadmap (6 months)						
	STD.HR.BA.000 Benefits Administration		Mandatory									
		STD.HR.BA.010 Administer Benefits Enrolment		1	Complete							
	STD.HR.PR.000 Payroll Administration		Mandatory									
		STD.HR.PR.010 Prepare Payroll		1	Complete		Yes	10 Enhancements	10	Payroll Calculation Enhancements	HR-07	The solution must provide NSW public sector payroll management for the Department's employees using NSW state government pay structures and payroll schema
		STD.HR.PR.020 Administer Deduction and Garnishee Order		0.5	Medium	AESG roadmap (6 months)						
		STD.HR.PR.030 Process On Cycle Payroll		1	Complete							
		STD.HR.PR.040 Process Off Cycle Payroll		1	Complete							
		STD.HR.PR.050 Process Payroll Payment		1	Complete							
		STD.HR.PR.070 Prepare Payroll Taxes and Reports		1	Complete							
		STD.HR.PR.080 Process Payroll Payment Summary		1	Complete		Yes	2 Enhancements	1	Automated email functionality to employees	HR-07	Be able to email payslips, payment summaries and system generated reports or information to employee nominated email address via ESS or directly from the system
		STD.HR.PR.090 Administer Payroll Schedule		1	Complete							
		STD.HR.PR.100 Administer Superannuation Set Up		1	Complete							
		STD.HR.PR.110 Maintain Superannuation Administration		1	Complete							
		STD.HR.PR.120 Manage Salary Packaging		1	Complete							
	STD.HR.HS.000 Work Health and Safety Administration		Mandatory									
		STD.HR.HS.010 Manage Work Health and Safety Guidelines		1	Complete							
		STD.HR.HS.020 Report and Investigate Incident / Hazard		1	Complete							

Context	Process Group	Process	Supplier Input Required				Agency Update - DJ					
			Scope Status	% Technology	Technology Fit	Comment	C2 Scope	Localisations/ ADAPT	Adapt Compliance points used	Description	Reqts Reference	Rquirements detailed description
		STD.HR.HS.030 Report and Investigate Serious Incident		1	Complete							
		STD.HR.HS.040 Manage Workers Compensation Claims		0.5	Medium	AESG roadmap (6 months)	Yes	1 Enhancement	0	Provide Pre-injury average weekly earnings (PIAWE) calculation for an employee.	HR-022	Provide Pre-injury average weekly earnings (PIAWE) calculation for an employee.
							Yes	1 Enhancement	0	Workers Compensation Claim Tracking	HR-022	Track the claim against the employee to completion
							Yes	4 Forms	0	WC ESS Forms	HR-022	Manage Workers Compensation Claims
							Yes	3 Forms	0	WC MSS Forms	HR-022	Manage Workers Compensation Claims
							Yes	9 Reports	0	Calculate Workers Compensation Entitlements based on DOJ Compliance rules	HR-022	The solution should be able to provide necessary reporting and reconciliation of claims.
							Yes	6 Reports	0	Workers Compensation Notifications	HR-022	The solution should be able to provide necessary reporting and reconciliation of claims.
							Yes	1 Report	0	Workers Compensation Claim Report	HR-022	Provide a report of the calculated compensation amount so it can be reviewed prior to payroll
							Yes	4 Workflows	0	Workers Compensation Workflows	HR-022	The solution should be able to provide necessary approval process for workflow compensation claims.
	Planning and Strategy Process											
STD.HR.SW.000 Strategic Workforce Planning			Optional									
		STD.HR.SW.020 Analyse Workforce Environment		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.SW.030 Manage Workforce Planning		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.SW.040 Manage Capability Planning and Modelling		1	Complete							
		STD.HR.SW.050 Manage Resource Planning		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.SW.060 Develop Leadership Program		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.SW.070 Manage Succession Planning		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
STD.HR.SP.000 Human Resources Strategy and Planning			Optional									
		STD.HR.SP.010 Manage Human Resources Strategic Planning		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.SP.020 Develop and Maintain Human Resources Policies and Procedures		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
STD.HR.RP.000 Remuneration Planning			Optional									
		STD.HR.RP.010 Manage Labour Market Surveys		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.RP.020 Develop Remuneration Strategy		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.RP.030 Design, Analyse and Plan Remuneration Program		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.RP.050 Deploy Remuneration Program		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
STD.HR.BP.000 Benefits Planning			Optional									
		STD.HR.BP.010 Manage External Benefits Survey		0.2	Low	AESG roadmap (6 months)						
		STD.HR.BP.020 Manage Internal Benefits Survey		0.2	Low	AESG roadmap (6 months)						
		STD.HR.BP.030 Develop Benefits Strategy		0.2	Low	AESG roadmap (6 months)						
		STD.HR.BP.040 Design and Maintain Benefits Plan		0.2	Low	AESG roadmap (6 months)						
		STD.HR.BP.050 Consolidate Benefits Plan		0.2	Low	AESG roadmap (6 months)						
	Employee Life Cycle Process											
STD.HR.RS.000 Recruiting and Staff Mobility			Optional									
		STD.HR.RS.010 Manage Requisition		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.RS.020 Source Candidate		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.RS.030 Assess and Select Candidate		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.RS.040 Manage Employment Offer and Acceptance		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.RS.050 Conduct Pre-employment Checks		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.RS.060 Manage New Hire Orientation		0.8	High	AESG roadmap (3 months)						
		STD.HR.RS.070 Manage Bulk, University and Trade School Recruiting		0.5	Medium	AESG roadmap (3 months)						
		STD.HR.RS.080 Manage Staff Mobility		0.8	High	AESG roadmap (6 months)						
		STD.HR.RS.090 Manage Excess Employees		0.2	Low	AESG roadmap (6 months)						
		STD.HR.RS.100 Manage Return from Long Term Leave and Secondment		0.2	Low	AESG roadmap (6 months)						
STD.HR.LD.000 Learning and Development			Optional									

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Context	Process Group	Process	Supplier Input Required				Agency Update - DJ					
			Scope Status	% Technology	Technology Fit	Comment	C2 Scope	Localisations/ ADAPT	Adapt Compliance points used	Description	Reqts Reference	Requirements detailed description
		STD.HR.LD.010 Assess Training Needs		1	Complete							
		STD.HR.LD.020 Design and Develop Learning Program		1	Complete							
		STD.HR.LD.030 Administer Training Enrolment		0.8	High	AESG roadmap (3 months)						
		STD.HR.LD.040 Deliver Learning Program		0.8	High	AESG roadmap (3 months)						
		STD.HR.LD.050 Deliver Informal Learning and Development		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.LD.060 Evaluate and Analyse Learning Program		1	Complete							
		STD.HR.LD.090 Cancel Training Enrolment		0.8	High	AESG roadmap (3 months)						
	STD.HR.PM.000 Performance Management and Career Planning		Optional									
		STD.HR.PM.010 Manage Individual Career Planning		1	Complete							
		STD.HR.PM.020 Manage Goal Setting		1	Complete							
		STD.HR.PM.040 Manage 360 Degree Performance Review		1	Complete							
		STD.HR.PM.050 Manage Performance Review		1	Complete							
		STD.HR.PM.060 Prepare Annual Performance Agreement		1	Complete							
		STD.HR.PM.070 Establish Mentoring Program		1	Complete							
		STD.HR.PM.080 Administer Mentoring Program		1	Complete							
		STD.HR.PM.090 Evaluate Career Path		1	Complete							
		STD.HR.PM.100 Manage Absence		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective	Yes	1 Enhancement	1	Field to record extended absenteeism	HR-010	Record indicator that employee is flagged for absence management
		STD.HR.PM.110 Resolve Unsatisfactory Performance		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
	STD.HR.EM.000 Exit Management		Optional									
		STD.HR.EM.010 Manage Retirement or Voluntary Termination		1	Complete					ESS- Maintain Resignation Form and workflow	HR-014	Employee can submit resignation via ESS with Line manager approval
		STD.HR.EM.020 Manage Medical Retirement/ Unfit to Work		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.EM.030 Manage Workforce Realignment		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.EM.040 Manage Involuntary Termination		1	Complete							
		STD.HR.EM.050 Manage Death in Service		1	Complete							
	STD.HR.ER.000 Employee Relations		Optional									
		STD.HR.ER.020 Analyse Employee Engagement		1	Complete							
		STD.HR.ER.030 Manage Discipline		1	Complete							
		STD.HR.ER.040 Manage Grievance/ Complaint		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.ER.060 Manage Industrial Appeal		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.ER.070 Develop Award/ Agreement		1	Complete							
		STD.HR.ER.080 Prevent Industrial Action		1	Complete							
		STD.HR.ER.090 Resolve Industrial Action		1	Complete							
	STD.HR.OM.000 Organisational Design and Management		Optional									
		STD.HR.OM.010 Manage Organisational Review		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.OM.020 Develop Organisational Plan		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.OM.030 Manage Organisational Design		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.OM.040 Manage Organisational Alignment		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.OM.050 Measure Organisational Performance		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.OM.060 Manage Change and Communication		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						
		STD.HR.OM.070 Plan, Design & Evaluate Positions		1	Complete	Process does not require ERP transaction, therefore deemed complete from an SAP ECC SaaS perspective						

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Context	Process Group	Process	Scope Status	Supplier Input Required			Agency Update - DJ					
				% Technology Compliant	Technology Fit	Comment	C2 Scope	Localisation/ ADAPT	Adapt Compliance points used	Description	Reqts Reference	Requirements detailed description
FINANCE		**Transactional Process**							**0**			
	STD.FI.AP.000 Accounts Payable		Mandatory									
		STD.FI.AP.010 Receive and Capture Invoice / Credit Note / Supporting Documents		1	Complete		Yes	1 Form	0	Access to scanning cockpit for AP Users	FI-06	Optical Character Recognition (OCR) support for various elements of invoice document scanning
		STD.FI.AP.020 Validate Invoice Data		1	Complete							
		STD.FI.AP.030 Perform PO Matching Process		1	Complete							
		STD.FI.AP.040 Process Non-PO Invoice		1	Complete		Yes	1 Interface	0	Interface for NSW Buy Incoming Invoices to SAP	FI-06	Facility for Recipient Created Tax Invoices (RCTI) and invoice receipt through EDI.
							Yes	1 Interface	0	Novated Lease Interface	FI-06	Integration for posting Novated Lease invoices
		STD.FI.AP.050 Create and Approve Payment for Vendor Invoices		1	Complete							
		STD.FI.AP.060 Issue Electronic Payment		1	Complete		Yes	1 Interface	0	Direct Debit File to Bank	NF-05	Integration with bank for sending bank files electronically for vendor payments
		STD.FI.AP.070 Manage and Issue Cheques		1	Complete							
		STD.FI.AP.080 Perform AP Periodic and Period End Activity		1	Complete							
		STD.FI.AP.100 Reporting Accounts Payable		1	Complete							
		STD.FI.AP.110 Scan Vendor Documents		1	Complete							
		STD.FI.AP.120 Retain AP Records		1	Complete							
		STD.FI.AP.130 Handle Vendor Inquiries		1	Complete							
	STD.FI.FA.000 Fixed Assets		Mandatory									
		STD.FI.FA.010 Create Assets		1	Complete							
		STD.FI.FA.020 Create / Update Asset in Tax Books		1	Complete							
		STD.FI.FA.030 Maintain and Track Assets		1	Complete							
		STD.FI.FA.040 Retire Assets		1	Complete							
		STD.FI.FA.050 Perform Asset Period End Accounting		1	Complete							
		STD.FI.FA.060 Perform Asset System Maintenance		1	Complete							
		STD.FI.FA.070 Perform Fixed Assets Reporting		1	Complete							
		STD.FI.FA.080 Revalue Assets		1	Complete							
		STD.FI.FA.090 Stock-take Assets		1	Complete							
	STD.FI.PC.000 Purchasing Card Administration		Mandatory									
		STD.FI.PC.010 Issue Purchasing Card		0.5	Medium	AESG roadmap (6 months)						
		STD.FI.PC.020 Maintain Purchasing Card		0.5	Medium	AESG roadmap (6 months)						
		STD.FI.PC.040 Create and Submit Purchasing Card Expense Report		0.5	Medium	AESG roadmap (6 months)						
		STD.FI.PC.050 Review Purchasing Card Compliance		0.5	Medium	AESG roadmap (6 months)						
		STD.FI.PC.060 Audit and Review Purchasing Card		0.5	Medium	AESG roadmap (6 months)						
	STD.FI.GA.000 General Ledger Accounting and Consolidations		Mandatory									
		STD.FI.GA.010 Create and Maintain GL Master Data		1	Complete							
		STD.FI.GA.020 Maintain FX rates		1	Complete							
		STD.FI.GA.030 Create and Maintain Master Data for Overhead Accounting		1	Complete							
		STD.FI.GA.040 Create and Maintain Master Data for Overhead Allocations		1	Complete							
		STD.FI.GA.050 Create and Maintain Allocation Cycles		1	Complete							
		STD.FI.GA.060 Perform Overhead Allocations		1	Complete							
		STD.FI.GA.070 Run Routine Transactions		1	Complete		Yes	1 Form	0	Journal voucher request - workflow to cost centre manager	FI-08	Journals to be routed for approval where necessary with approved/ rejected status acknowledged to processor
							Yes	1 Interface	0	Interface with Pronto	NF-05	Integration with other Departmental systems for the purpose of information update, efficient and accurate functioning
							Yes	1 Interface	0	Inbound & Outbound Interface to IIS system	NF-04	Integration with other Departmental systems for the purpose of information update, efficient and accurate functioning
							Yes	1 Interface	0	Inbound & outbound Interface for Insurance co	NF-06	Integration with the Insurance companies for work cover related information.
							Yes	1 Interface	0	Justice Link, ICMS, Jurors Accounting Interface	FI-01	Integration with other Departmental systems for the purpose of information update, efficient and accurate functioning
							Yes	1 Interface	0	Interface with Case Management System	NF-05	Integration with Case Management System for the purpose of information update, efficient and accurate functioning
							Yes	1 Interface	0	Interface with Lifelink (visicase)	NF-05	The solution must provide necessary integration with other Departmental systems for the purpose of information update, efficient and accurate functioning
		STD.FI.GA.080 Perform Intercompany Transactions		1	Complete							
		STD.FI.GA.090 Perform Intercompany Settlement		1	Complete							
		STD.FI.GA.100 Reconcile Intercompany Balances		1	Complete							
		STD.FI.GA.110 Perform GL Account Reconciliation		1	Complete		Yes	2 Interfaces	0	Bank Interfaces - incoming and outgoing	FI-08	The solution should perform bank reconciliation and should include should include Bank Statement Load, Dishonoured Cheques, Detailed Receipt File, Reject File, Vendor Reject File, Customer Reject File, Unclaimed Money
		STD.FI.GA.120 Perform Period-End Account Analysis		1	Complete							
		STD.FI.GA.130 Perform Period End Pre-Close Account Review on Established Criteria		1	Complete							
		STD.FI.GA.150 Perform Front-End Close Processing		1	Complete							
		STD.FI.GA.160 Perform GL Data Integrity Checks		1	Complete							
		STD.FI.GA.170 Analyse & Reconcile High Risk Accounts		1	Complete							
		STD.FI.GA.180 Perform GL Period End Close		1	Complete							
		STD.FI.GA.190 Complete Consolidations System Maintenance		1	Complete							
		STD.FI.GA.200 Run Initial Consolidations (Level 1)		1	Complete							
		STD.FI.GA.210 Review Consolidations and Prepare Adjustments		1	Complete							
		STD.FI.GA.220 Run Final Consolidations (Level 2)		1	Complete							
		STD.FI.GA.230 Review Final Consolidations		1	Complete							
		STD.FI.GA.240 Update and Finalise Consolidations		1	Complete							
		STD.FI.GA.250 Prepare Financial Statements (BS, IS, CF)		1	Complete							
		STD.FI.GA.260 Request setup / modification for GL master data element		1	Complete							
		STD.FI.GA.280 Perform Year end activities		1	Complete							
		STD.FI.GA.290 Reporting General Ledger		1	Complete							
		STD.FI.GA.300 Update Budget for Management Accounting		1	Complete							
	STD.FI.PA.000 Project Accounting		Mandatory									
		STD.FI.PA.010 Request and Approve Project Setup		1	Complete							
		STD.FI.PA.020 Create Project		1	Complete							
		STD.FI.PA.030 Maintain Projects		1	Complete							
		STD.FI.PA.050 Accumulate & Monitor Project Revenue And Costs		1	Complete							
		STD.FI.PA.060 Perform Project Period End Pre-Close Activities		1	Complete							
		STD.FI.PA.080 Close Project		1	Complete							
		STD.FI.PA.090 Perform Project Period End Close Activities		1	Complete							
		STD.FI.PA.100 Settle Project		1	Complete							
	STD.FI.ER.000 External Reporting		Mandatory									
		STD.FI.ER.010 Prepare Department reporting to Treasury		1	Complete							
	STD.FI.CL.000 Collections		Mandatory									
		STD.FI.CL.010 Perform Collection Activities		0.5	Medium	Future scope (6 months)						
	STD.FI.CA.000 Cash Allocation		Mandatory									
		STD.FI.CA.010 Process Customer Credit Note		0.8	High	Workflow change						
		STD.FI.CA.020 Reporting Accounts Receivable		1	Complete							
		STD.FI.CA.030 Perform AR Periodic and Period End Activity		0.8	High	Custom reporting additions						
		STD.FI.CA.040 Handle Customer Enquiries		1	Complete							
		STD.FI.CA.050 Process Inbound Payments		1	Complete							
		STD.FI.CA.060 Process Cash Application		1	Complete							

Finance & Services — NSW

Context	Process Group	Process	Scope Status	Supplier Input Required			Agency Update - DJ					
				% Technology Compliant	Technology Fit	Comment	C2 Scope	Localisations/ ADAPT	Adapt Compliance points used	Description	Reqts Reference	Requirements detailed description
		STD.FI.CA.070 Manage Customer Master		1	Complete		Yes	1 Interface	0	Victim Services enabled through DJ PI and AESG AR Upload	NF-011	All victim services records are to be migrated out of the current AG SAP solution (data from 1/7/2013)
	STD.FI.CI.000 Customer Invoicing		Mandatory									
		STD.FI.CI.010 Process Sales Order		0.5	Medium	Future scope (3 months); design complete						
		STD.FI.CI.020 Issue Customer Invoice / Credit Note		1	Complete							
	STD.FI.CR.000 Credit		Mandatory									
		STD.FI.CR.010 Establish Customer Credit		1	Complete							
	STD.FI.DM.000 Dispute Management		Mandatory									
		STD.FI.DM.010 Manage Disputes		0.5	Medium	Future scope (6 months)						
	Planning and Strategy Process											
	STD.FI.SP.000 Strategic Planning		Optional									
		STD.FI.SP.080 Conduct Post-Mortem Review of Strategic Planning Process		1	Complete							
		STD.FI.SP.090 Conduct Strategic Scenario Analysis		1	Complete							
		STD.FI.SP.100 Conduct Strategic Plan		1	Complete							
		STD.FI.SP.110 Develop Vision, Goals and Performance Measures		1	Complete							
		STD.FI.SP.120 Finalise and Submit SBI or RSP		1	Complete							
		STD.FI.SP.130 Formulate Strategies and Develop Support		1	Complete							
		STD.FI.SP.140 Perform External Appraisal		1	Complete							
		STD.FI.SP.150 Perform Internal Appraisal		1	Complete							
		STD.FI.SP.160 Review Strategic Plan		1	Complete							
	STD.FI.BF.000 Budgeting and Forecasting		Optional									
		STD.FI.BF.010 Plan and Develop Budget Cycle Guidelines		1	Complete							
		STD.FI.BF.020 Receive and Distribute Budget Allocation		1	Complete							
		STD.FI.BF.030 Prepare Asset Depreciation Maintenance of Effort Proposal		1	Complete							
		STD.FI.BF.040 Prepare Funding Proposal		1	Complete							
		STD.FI.BF.050 Develop and Update Driver-based Models		1	Complete							
		STD.FI.BF.060 Prepare and Approve Forward Estimates		1	Complete							
		STD.FI.BF.070 Review and Submit Funding Proposals to NSW Treasury		1	Complete							
		STD.FI.BF.080 Report NSW Treasury Forward Estimates		1	Complete							
		STD.FI.BF.090 Receive Final Budget Allocation		1	Complete							
		STD.FI.BF.100 Conduct Post-Mortem Review of Budgeting & Forecasting Process		1	Complete							
		STD.FI.BF.110 Prepare NSW State Budget Paper		1	Complete							
		STD.FI.BF.120 Identify Target Budget Savings		1	Complete							
		STD.FI.BF.130 Adjust Budget		1	Complete							
	STD.FI.AH.000 Ad Hoc Reporting and Analysis		Optional									
		STD.FI.AH.020 Perform Analysis of Ad-Hoc reports		1	Complete							
		STD.FI.AH.030 Produce Ad-Hoc Report		1	Complete							
		STD.FI.AH.040 Distribute Ad-Hoc Report / Analysis		1	Complete							
		STD.FI.AH.050 Review Utility of KPIs / Metrics / Reports		1	Complete							
		STD.FI.AH.060 Review request for new/ existing Ad-hoc Report		1	Complete							
	STD.FI.TS.000 Target Setting		Optional									
		STD.FI.TS.080 Conduct Operational Scenario Analysis		1	Complete							
		STD.FI.TS.090 Conduct Post Mortem Review of Targets		1	Complete							
		STD.FI.TS.100 Consolidate Targets		1	Complete							
		STD.FI.TS.110 Prepare Funding Proposal Targets		1	Complete							
		STD.FI.TS.120 Prepare Operational Targets		1	Complete							
		STD.FI.TS.130 Review and Refine Targets		1	Complete							
	STD.FI.FR.000 Flash Reporting		Optional									
		STD.FI.FR.010 Establish Organisation-Wide, Standard Financial & Operational Metrics to Track		1	Complete							
		STD.FI.FR.020 Cascade Metrics To Lower Levels		1	Complete							
		STD.FI.FR.030 Create and Maintain Flash Reports		1	Complete							
		STD.FI.FR.050 Prepare and add analysis to Flash Reports		1	Complete							
		STD.FI.FR.070 Review and Distribute Final Flash Reports		1	Complete							
		STD.FI.FR.080 Prepare and add data to Flash Reports		1	Complete							
		STD.FI.FR.090 Prepare and add commentary to Flash Reports		1	Complete							
	STD.FI.CP.000 Capital Planning		Optional									
		STD.FI.CP.020 Project Identification & Selection		1	Complete							
		STD.FI.CP.030 Project Approval & Prioritisation (Governance)		1	Complete							
		STD.FI.CP.040 Project Performance Management and Tracking		1	Complete							
		STD.FI.CP.050 Post Capital Project Audits		1	Complete							
		STD.FI.CP.060 Program / Portfolio Reviews (Governance)		1	Complete							
		STD.FI.CP.070 Develop and Communicate Capital Budgeting Framework		1	Complete							
		STD.FI.CP.080 Compile and Review TAM Plan		1	Complete							
		STD.FI.CP.090 Conduct Post-Mortem Review of Capital Planning Process		1	Complete							
		STD.FI.CP.100 Develop Asset Management Plans		1	Complete							
		STD.FI.CP.110 Submit TAM Plan		1	Complete							
	STD.FI.MR.000 Management Reporting		Optional									
		STD.FI.MR.010 Review request for new/ existing Management Reports		1	Complete							
		STD.FI.MR.030 Create and Maintain Management Reports		1	Complete							
		STD.FI.MR.070 Prepare and add data to Management Reports		1	Complete							
		STD.FI.MR.090 Prepare and add Commentary to Management Reports		1	Complete							
		STD.FI.MR.100 Review and Distribute Final Management Reporting		1	Complete							
		STD.FI.MR.110 Prepare and add analysis to Management Reports		1	Complete							
	Control And Risk Management											
	STD.FI.TM.000 Treasury Management		Optional									
		STD.FI.TM.110 Conduct Post-Mortem Review of Cash Flow Management Process		1	Complete							
		STD.FI.TM.120 Manage Daily Cash Flow Forecasting and Reporting		1	Complete							
		STD.FI.TM.130 Monitor and Report Treasury Performance		1	Complete							
		STD.FI.TM.140 Manage Monthly Cash Flow Forecasting and Reporting		1	Complete							
		STD.FI.TM.150 Manage NSW Treasury Capital Appropriations Reporting		1	Complete							
		STD.FI.TM.160 Monitor NSW Treasury Cash Interest Accounting		1	Complete		Yes	One Enhancement	0	Enhancement for NSW interest Calculation	FI-012	Capability to monitor NSW Treasury Cash Interest Accounting
		STD.FI.TM.170 Manage Bank Accounts		1	Complete							
		STD.FI.TM.180 Manage Ex-Gratia Payments		1	Complete							
	STD.FI.TX.000 Tax Management		Optional									
		STD.FI.TX.010 Analyse and Plan Tax Management		1	Complete							
		STD.FI.TX.020 Manage Tax Accounting		1	Complete							
		STD.FI.TX.030 File Tax Reports		1	Complete							
		STD.FI.TX.040 Execute Periodic GST tax accounting checks		1	Complete							
		STD.FI.TX.050 Administer Payroll Tax Accounting and Lodgement		1	Complete							
		STD.FI.TX.060 Manage FBT Accounting and Reporting		1	Complete							
		STD.FI.TX.070 Manage GST Accounting and Reporting		1	Complete							
		STD.FI.TX.080 Manage Other Taxes		1	Complete							
	STD.FI.CM.000 Compliance Management FI		Optional									
		STD.FI.CM.010 Develop Internal Audit function, methodology and compliance		1	Complete							
		STD.FI.CM.020 Develop Annual Internal Audit Plan and Approach		1	Complete							
		STD.FI.CM.030 Review Internal Audit Strategy and Annual Internal Audit Plan with Audit Committee		1	Complete							
		STD.FI.CM.040 Execute Annual Internal Audit Plan		1	Complete							
		STD.FI.CM.050 Coordinate and Support External Audit		1	Complete							
		STD.FI.CM.060 Monitor and Review Risks and Opportunities		1	Complete							
		STD.FI.CM.070 Establish and Maintain Audit and Risk Committee		1	Complete							
		STD.FI.CM.080 Develop Internal Audit Strategy		1	Complete							

NSW | Finance & Services

Context	Process Group	Process	Supplier Input Required				Agency Update - DJ					
			Scope Status	% Technology Compliant	Technology Fit	Comment	C2 Scope	Localisations/ ADAPT	Adapt Compliance points used	Description	Reqts Reference	Requirements detailed description
									0			
PROCUREMENT	**Transactional Process**											
	STD.PR.PO.000 Requisition and Purchase Order Processing		Mandatory									
		STD.PR.PO.010 Identify Purchase Method		1	Complete							
		STD.PR.PO.020 Prepare Purchase Requisition		1	Complete							
		STD.PR.PO.030 Complete Purchase Requisition		1	Complete							
		STD.PR.PO.040 Obtain Category Approval		0.8	High	Workflow enhancement						
		STD.PR.PO.050 Obtain Financial Approval		1	Complete							
		STD.PR.PO.060 Transmit Purchase Order to Vendor		0.8	High	Minor enhancement for Consignment Stock						
		STD.PR.PO.070 Monitor POs		1	Complete							
		STD.PR.PO.090 Change PO		1	Complete							
		STD.PR.PO.100 Obtain PO Financial Approval		0.8	High	Workflow enhancement	Yes	1 Workflow Enhancement	0	Purchase Order Approval Workflow	FI-05	Initiate authorisation by a delegated officer for all changed POs where the value increases
		STD.PR.PO.110 Obtain PO Category Approval		1	Complete							
		STD.PR.PO.120 Receive PO Acknowledgement		1	Complete							
	STD.PR.RP.000 Receipt Processing		Mandatory									
		STD.PR.RP.010 Receive Goods		1	Complete							
		STD.PR.RP.020 Identify and Document Goods Discrepancies		0.8	High	Minor enhancement for Consignment Stock						
		STD.PR.RP.030 Receive Service		1	Complete							
		STD.PR.RP.040 Return Goods		1	Complete							
	STD.PR.SB.000 E-Procurement Requisition and Purchase Order Processing		Mandatory									
		STD.PR.SB.010 Prepare Shopping Cart		1	Complete							
		STD.PR.SB.020 Complete Shopping Cart		1	Complete							
		STD.PR.SB.030 Obtain Cart Category Approval		1	Complete							
		STD.PR.SB.040 Obtain Cart Financial Approval		1	Complete							
		STD.PR.SB.050 Transmit E-Procurement PO to Vendor		1	Complete							
	STD.PR.SD.000 Supply Data Management		Mandatory									
		STD.PR.SD.010 Qualify Vendor		1	Complete							
		STD.PR.SD.020 Manage Vendor Master		1	Complete		Yes	1 Interface	0	Australian Business Register Interface	FI-04	Link with the Australian Business Register (ABR) website to check that the ABN provided is valid
		STD.PR.SD.030 Manage Material Master		1	Complete							
		STD.PR.SD.040 Manage Contract Master		0.8	High	Small change to include scheduling agreements						
		STD.PR.SD.050 Manage Catalogue		0.5	Medium	Future roadmap for Ariba/SRM (6 months)						
		STD.PR.SD.060 Maintain Information Record		1	Complete							
		STD.PR.SD.080 Manage Service Master		1	Complete							
		STD.PR.SD.090 Manage E-Procurement Contract Master		1	Complete							
	STD.PR.SS.000 Vendor Scheduling		Mandatory									
		STD.PR.SS.010 Review Scheduling Requirements		1	Complete							
		STD.PR.SS.020 Manage Inbound Tactical Supply		1	Complete							
		STD.PR.SS.030 Coordinate and Communicate Internal/ External Delivery		1	Complete							
	Planning and Strategy Process											
	STD.PR.CM.000 Customer Management		Optional									
		STD.PR.CM.010 Manage External Customers		1	Complete							
		STD.PR.CM.020 Manage Internal Customers		1	Complete							
		STD.PR.CM.030 Support Material/ Service Development and Design		1	Complete							
	STD.PR.CO.000 Compliance Management		Optional									
		STD.PR.CO.010 Manage Internal Compliance		1	Complete							
		STD.PR.CO.020 Manage External Compliance		1	Complete							
	STD.PR.OS.000 Organisation Procurement Strategy		Optional									
		STD.PR.OS.010 Conduct Procurement Organisation Strategy		1	Complete							
		STD.PR.OS.020 Generate Procurement Reporting and Analysis		1	Complete							
	Strategic Sourcing Process											
	STD.PR.SE.000 Supply Base Strategy Development and Sourcing Execution		Optional									
		STD.PR.SE.010 Identify Strategic Category Sourcing and Vendor Requirements		1	Complete							
		STD.PR.SE.020 Manage Categories		1	Complete							
		STD.PR.SE.030 Develop Sourcing and Supply Base Strategy		1	Complete							
		STD.PR.SE.040 Identify Vendors		1	Complete							
		STD.PR.SE.050 Evaluate Vendors		1	Complete							
		STD.PR.SE.060 Negotiate with Vendors		1	Complete							
		STD.PR.SE.070 Transition Vendors		1	Complete							
	STD.PR.SM.000 Vendor Management and Development		Optional									
		STD.PR.SM.010 Manage Vendor Performance		1	Complete							
		STD.PR.SM.020 Partner with Vendors		1	Complete							
	STD.PR.SM.000 Agency Accreditation Scheme		Optional									
		STD.PR.SM.010 Manage Accreditation Planning		1	Complete							
		STD.PR.SM.020 Manage Accreditation Assessment		1	Complete							
		STD.PR.SM.030 Manage Accreditation Review		0.2	Low	Future AESG roadmap						
		STD.PR.SM.040 Manage Accreditation Reporting		0.2	Low	Future AESG roadmap						

HR Points	78.4
Fi	0
Procureme	0
	78.4

Adapt Compliance Statement: POC & Contract 2				
Adapt Capacity				
Transition In Capacity	1,067	89.50%	1067	
Adapt Capacity (rounded up to nearest integer)	119	10.00%	119	
Adapt Capacity (Foundational Customer Adjustment)	7	0.50%	7	
Notional Total Units	1,193	100.00%	1193	
Adapt Usage				
Processes and REFW (10% Capped Capacity)				
Adapt Capacity (incl. Foundational Customer Adjustment)	126	100.00%	126	100%
Adapt Capacity Usage				
Processes	0	0.00%	0	0.00%
Report	0	0.00%	0	0.00%
Extension	52	41.00%	52	41.27%
Form	15	11.60%	15	11.90%
Workflow	9	7.50%	9	7.14%
Total Usage	75	60.10%	76	60.32%
Remainder	50	39.90%	50	39.68%

Schedule 13: Additional Conditions

1. Other NSW Government agencies

Both Parties acknowledge and agree that:

(a)   subject to section 1(b) and 1(d) below, if an Eligible Customer requests the Contractor to provide services to it similar to the Services, then the Contractor agrees that it will enter into a separate agreement with that Eligible Customer on terms no less favourable than the terms of this Customer Contract having regard to any necessary changes (including scope and Service Levels);

(c)   the Foundation Concessions are confidential as between Customer and Contractor and apply solely in respect of the Customer; and

(d)   the Contractor is in no way required to: (i) offer other Eligible Customers the Foundation Concessions; ; or (ii) disclose the Foundation Concessions to anyone other than the Customer.

For the purposes of this section 1, the terms "Contract 1" and "Contract 2" have the meanings given in section 2 below.

2. Contract 1 and Contract 2

Both Parties acknowledge and agree that:

(a)   The Customer is contracting for the AESG Service in two stages which are referred to as **"Contract 1"** and **"Contract 2"**. Contract 1 is the Customer Contract for the "Proof of Concept" phase, executed on 17 February 2015; and Contract 2 is this Customer Contract for the ongoing AESG Services.

(b)   This Contract 2 is intended to replace Contract 1. On signature of this Contract 2, Contract 1 will terminate (without fault of either party) and be replaced by this Contract 2. Where an invoice has been issued under Contract 1 which relates to work that is agreed between the parties to be performed under Contract 2, the amount of these invoices will be deducted from amounts to be invoiced under Contract 2. This will not affect any accrued rights or liabilities of either party under Contract 1 at the time of termination.

3.   SAP-related terms

3.1   The Customer has entered into an agreement (**Licence Agreement**) with SAP Australia Pty Ltd, a subsidiary of SAP, under which the Customer has licensed certain software from SAP (**SAP Software**). For the avoidance of doubt, the SAP Software includes any third party software licensed or provided by SAP under the Licence Agreement. Under this Customer Contract, the Customer will provide the benefit of its licences regarding certain parts of the SAP Software to the Contractor for the sole purpose of enabling the Contractor to use those parts of the SAP Software for the benefit of the Customer.

3.2   The Parties acknowledge that the Customer's right and obligation to provide the benefit of its licences regarding certain parts of the SAP Software are subject to the continuation of the Customer's relevant rights under the Licence Agreement.

3.3   At the request of the Customer, the Contractor will provide any information and do or refrain from doing any act necessary to ensure that the Customer complies with the Licence Agreement.

3.4   The Customer will provide the Contractor with the benefit of the Customer's licences regarding certain parts of the SAP Software on the following conditions:

(a)   The Contractor may use the SAP Software only to the extent required to perform the Contractor's responsibilities in connection with the provision of the Services to the Customer (including in relation to the maintenance and configuration of the SAP Software or the relevant system, as applicable).

(b)   The Contractor must not sublicense the SAP Software except to Subcontractors authorised by the Customer.

(c)   The Contractor will treat the SAP Software and information relating the SAP Software and the Licence Agreement as the Confidential Information of the Customer and will comply with the confidentiality obligations in clause 14 of Part 2 of the Customer Contract in respect of those matters. Without limiting those obligations, the Contractor will implement security measures to ensure that the Contractor's other customers cannot access the Customer's Confidential Information.

(d)   To the extent that a claim by SAP against the Customer arises from the Contractor's breach of (a) to (b) above, the Contractor will indemnify the Customer against damages, liabilities or costs (including reasonable legal costs) arising from that claim.

(e)   The Contractor acknowledges that if the Customer becomes aware of a breach by the Contractor of (a) to (c) above, the Customer is required to notify SAP and, if requested by SAP, to take reasonable steps to enforce the Customer's rights against the Contractor.

4. Non-inclusion of certain Schedules

The parties have agreed that certain Schedules will not be included in this Customer Contract as follows:

(a) **Schedule 6 (Deed Poll – Approved Agents)**: The Contractor has warranted that it will not use Approved Agents in relation to the performance of this Customer Contract. In reliance upon that warranty, the Customer has agreed that Schedule 6 does not form part of this Customer Contract.

(b) **Schedule 7 (Statutory Declaration - Subcontractor)**: The Contractor has warranted that it will enter into an agreement with its Subcontractors on terms that are not inconsistent with the terms of this Customer Contract (to the extent that those terms are relevant to the Subcontractor). The Contractor has also warranted that the acts and omissions of the Contractor's Subcontractor will be deemed to be the acts and omissions of the Contractor. In reliance upon those warranties, the Customer has agreed that Schedule 7 does not form part of this Customer Contract.

(c) If the parties vary this Customer Contract in a manner that is inconsistent with a warranty in this section, or if the Contractor breaches such a warranty, the Customer may require the Contractor to procure the prompt execution and provision to the Customer of the document to which the relevant warranty relates.

5. Consolidated Dictionary

(a) Attachment 13-2 (Consolidated Dictionary) to Schedule 13 (Additional Conditions) is a consolidated dictionary including all terms from Part 3 of the Customer Contract, the relevant Modules and all other Agreement Documents. This is intended only to restate or supplement the terms defined in Procure IT 3.1 and not make any changes thereto.

(b) Any reference to a Schedule also includes any attachments to that Schedule.

7. Transition Out and Catalogue Pricing Adjustments

The Transition Out scenarios and circumstances for adjustments to AESG Catalogue pricing are as set out in Attachment 13-4 (Transition Out Services and Catalogue Pricing Adjustments).

Attachment 13-1: Use Terms

1. Overview

1.1 "The Contractor owns (or is the lawful licensee of) certain software and other assets known collectively as AESG and the AESG Services are an implementation of AESG for the scope detailed in Attachment 3-2 (Service Definition) to Schedule 3 (Service Level Agreement).

1.2 This Attachment 13-1 (Use terms) to Schedule 13 (Additional Conditions) includes additional guidelines and restrictions that are agreed by the parties for the purposes of section 4.5 of Module 10.

2. Approved Purpose Exclusions

2.1 The Approved Purpose specifically does not include a right of the Customer to::

(a) license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or access to the Services in any way save that a third party service provider may use the Services to the extent necessary for that service provider to provide services to the Customer;;

(b) create Internet links to the Services (other than creating a bookmark link to the Service) or frame or mirror the Services on any other server or wireless or internet-based device;

(c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas;

(d) use the Services for timesharing, outsourcing, utility or service bureau purposes or otherwise for the benefit of a third party (provided this will not restrict a third party service provider from using the Services solely for the benefit of the Customer); or

3. Customer Obligations

3.1 Customer shall be solely responsible for its actions and the actions of its Permitted Users while using the Services. Customer must use reasonable endeavours to ensure that all of its Permitted Users comply with Customer's obligations under the Customer Contract.

3.2 Customer agrees that the Approved Purpose requires it to:

(a) except in the ordinary course of using the Services and in accordance with documented guidelines, not interfere with or disrupt the Services, the data contained in the Services or networks connected to the Services;

(b) not send or store obscene, threatening, libelous or otherwise tortious, illicit, illegal or copyright-infringing material, including material harmful to children or that would infringe or harm a third party's privacy rights;

(c) not attempt to gain unauthorised access to the Services or its related systems or networks; and

(d) notify the Contractor of any unauthorised use of any password or account or any other known or suspected breach of security.

3.3   The Customer is responsible for maintaining control over, and the confidentiality of, all of its Permitted User IDs, usernames, passwords, and other access credentials for the Services provided by the Contractor. Customer is responsible for all use of the Services by those who have access to the Services through Customer (directly or indirectly), except to the extent that unauthorised use of the Service credentials is caused by the Contractor failing to comply with the security requirements of the Customer Contract.

4.   Acceptable Use Policy

4.1   The Approved Purpose of the Services extends only to use in accordance with the Contractor's acceptable use policy applicable to customers of the AESG Service, as notified to the Customer from time to time and published at www.accenture.com/softwareportal_AUP (noting that this is a guideline for use for the purposes of clause 4.5 of Module 10 of the Customer Contract). For the purpose of the AESG Services:

(a)   The reference to 'United States' in Export Control Violations will be read as a reference to 'Australia'.

(b)   Any right of suspension or termination or any indemnity set out in the Contractor's acceptable use policy will not apply to this Customer Contract.

(c)   The AUP does not in any way derogate the Contractor's responsibility to perform under any provision of this Customer Contract.

5.   Marketing

5.1   Customer agrees in order to assist the Contractor to realise its intention for a multi-tenant Service.

5.2   Press Release. The Customer agrees to allow the Contractor to prepare and distribute a press release within 60 days of the first Cutover Date announcing the commitment that the Customer has made to the AESG Services. Prior to the distribution or publication of the press release, the Contractor will obtain the Customer's approval regarding the press release (which the Customer will not unreasonably withhold). All content in the press release will be jointly agreed between the parties.

5.3   Success Story. The Customer agrees to allow the Contractor to prepare and distribute a success story within one year from the first use of the AESG Services in a production environment that outlines the business success the Customer has achieved with the AESG Services. Prior to the distribution or publication of the success story, the Contractor will obtain the Customer's approval regarding the success story (which the Customer will not unreasonably withhold). All content in the success story will be jointly agreed between the parties.

Attachment 13-2 Consolidated Dictionary

Term	Definition
ABAP	means the high level programming language developed by SAP.
Acceptable Use Terms	is a set of rules applied by the owner or manager of a network, website, service, or large computer system that restrict the ways in which the network, website or system may be used.
Acceptance Criteria	means the criteria to be applied in the performance of any Acceptance Test.
Acceptance Test Notification Period	means a period of 3 Business Days from the end of the Acceptance Test Period, or such other period stated in Item 32 of the General Order Form or agreed in writing, within which the Party conducting the Acceptance Test must provide the other Party with written notice of the result of the Acceptance Test.
Acceptance Test Data	means the data that is provided by the Customer, and agreed by the Contractor in Item 32 of the General Order Form, that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing.
Acceptance Test Period	means the period for the performance of any Acceptance Tests for any Deliverable which is a period of 10 Business Days from the delivery of the Deliverable to the Customer, or such other period stated in Item 32 of the General Order Form or agreed between the Parties in writing.
Acceptance Tests	means any acceptance tests stated in Item 32 of the General Order Form or agreed in writing.
Access Control Lists	is a list of permissions attached to an object in a computer system. An Access Control List specifies which users or system processes are granted access to objects, as well as what operations are allowed on given objects. Each entry in a typical Access Control List specifies a subject and an operation eg read, write, modify, delete.
Actual Acceptance Date or AAD	means the date the Deliverable is accepted or is deemed accepted by the Customer and occurs on the date stated in clause 10.1 of the Customer Contract.
Action Plan	has the meaning given in section 1.12 of Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement).
Adapt	means either of the following to meet Customer specific requirements: (a) applying code changes to Standard Components of the AESG Service (including configuration objects or RIEFW), and (b) implementing non-standard processes or RIEFW.
Adapt Capacity	has the meaning given in section 1.9 of Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement).
Adapt Compliance Statement	has the meaning given in section 1.10 of Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement).
Adapt Units	has the meaning given in section 1.8 of Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement).
Additional Conditions	means any terms or conditions which vary, or are additional to, the terms and conditions set out in the Customer Contract, which are stated in Item 43 of the General Order Form and, which if they include a variation to a Protected Clause, that variation requires the approval of the Director General, NSW Department of Finance and Services in accordance with clause 3.2(b) of the Customer Contract (Part 2).
Additional Fees	means the fees payable for the Additional Services.

Term	Definition
Additional Planned Outage	means an outage or disruption to the Services which is agreed in advance with the Customer that is not a Planned Outage or an Emergency Planned Outage.
Additional Services	means Services requested by Customer and supplied by Contractor from time to time in addition to the Base Services. Fees for Additional Services will be in addition to the Base Fees and payable under Schedule 12 (PIPP).
Adjustment Notice	has the meaning given in section 1 of Attachment 13-4 (Transition Out Services and Catalogue Pricing Adjustments).
Adopt	means activating Standard Components for use by Customer.
AESG	means Accenture Enterprise Services for Government, a pre-built Enterprise Resource Planning (ERP) software implementation solution developed by the Contractor for the public sector as modified or enhanced from time to time.
AESG Catalogue	means the standard price list for AESG Services included at section 8 of Attachment 12-F (Pricing Information and Tables) to Schedule 12 (PIPP).
AESG Executive Governance Board	has the meaning given in section 2 of Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
AESG Roadmap	means a roadmap for the AESG Service development with details of the functionality and SAP products that the Contractor anticipates using commercially reasonable efforts to add as future enhancements to the AESG Service.
AESG Service or AESG SaaS	means Software As a Service which comprise the Contractor's multitenant offering to the Australian Public Sector marketplace based on AESG and SAP Software and as made available to Customer in accordance with Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement).
AESG Solution or Solution	refers to the SAP technical framework of the AESG Service.
Agency	means: (a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth, State or Territory legislation, or an instrument made under that legislation (including a local authority); (b) a body established by the Governor-General, a State Governor, or by a Minister of state of the Commonwealth, a state or a Territory; or (c) an incorporated company over which the Commonwealth, a State or a Territory exercises control.
Agreement Documents	means the documentation listed in Schedule 2 to the Customer Contract (Part 2).
Annexure	means a document that is incorporated into, and forms part of, the Head Agreement.
Annual Plan	means a 12 month forward forecast that is created or confirmed annually and updated quarterly that details: (a) Adapt Compliance Statement, as at the date of the plan or update; (b) a forecast of likely Customer demand for Additional Services and estimate of their potential impact on the Adapt Units as well as the likely timing of the demand; (c) the Customer's and the Contractor's expectations of any significant events, change or standard operating scheduling and times of heightened risk that may impact the Customer's use of the AESG Service during the period covered by the Annual Plan (e.g. blackout periods); (d) the agreed schedule of governance meetings and participants; (e) Contractor's expected maintenance windows; and

Term	Definition
	(f) the Contractor's plans, if any, for Updates or Upgrades in the period covered by the plan, including any new AESG Services that may be available for subscription by Customer.
Application	means any application software which may or may not be delivered as an Online Service, for use by Permitted Users.
Approved Agent	means any entity that is authorised in writing by the Contractor to act as the Contractor's legal agent for the purpose of supplying Products and/or Services to the Customer under a Customer Contract, and whose identity is: (a) stated in the Head Agreement Details or otherwise approved by the Contract Authority; or (b) where there is no Head Agreement, approved by the Customer, but excludes the directors, officers or employees of the Approved Agent.
Approved Purpose	means the purpose agreed in the Order Documentation for which the Customer and Permitted Users shall use the Service.
As a Service	means Infrastructure as a Service, Platform as a Service and/or Software as a Service that is being supplied in accordance with the Order Documents, and each such As a Service is a Service for the purposes of the Customer Contract.
Attachment	means an attachment to a Schedule.
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Australian Public Sector Market	means all levels of government within Australia (Federal, State and Local) and includes government controlled entities and corporations as well as agencies and departments.
Authorised Representative	means a person who has authority to act on behalf of a Party in accordance with the Head Agreement (Part 1) or the Customer Contract (Part 2) (as applicable).
Availability	has the meaning given in section 8.3 of the Service Level Agreement.
Availability Service Level	means Service Level SLA-04 in the Service Level Table.
Base Fees	means the fees for the Base Services.
Base Services	means the AESG Service and Support Services as detailed in the Service Definition.
Basis	is a set of middleware programs and tools from SAP that enables applications (such as FI, CO and SD, for example) to be interoperable and portable across operating systems and database products.
BC Event	has means a disruption to any Services being provided by the Contractors from an Original Facility.
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PART 2: CUSTOMER CONTRACT

Term	Definition
Bespoke User Documentation	means documents created for the Customer as a Deliverable under a Customer Contract that describe the features and functions of a Product or Service that has been created, modified or adapted for the Customer under a Customer Contact, in a hard copy, electronic or online format as stated in the Contract Specifications.
BI	means business intelligence as a reporting component of the AESG Solution.
BPD	has the meaning given in section 3.15 of Schedule 12 (PIPP).
Business Contingency Plan or BCP	means a plan detailing the nature and scope of the business contingency services to be provided by the Contractor to overcome interruptions to the Customer's business, including as applicable, information about time-frames, scheduling, service levels, methodologies, systems, processes or programs for the implementation of such services and any other requirement, as stated in Item 24 of the General Order Form.
Business Day	means any day that is not Saturday, Sunday or a public holiday in New South Wales.
Business Hours	means 9am to 5pm (Sydney time) on a Business Day.
Business Objects	means the AESG Solution component that provides reporting functionality.
BPD	means the Business Process Design, as further defined in the PIPP.
BW	means business warehouse, as a component of the AESG Solution.
Catalogue Item	means an item/row in the AESG Catalogue.
CCA	means the *Competition and Consumer Act* 2010 (Cth).
CCTV	means closed circuit television, or equivalent.
Change in Control	means a circumstance in which control is or may be exercised over the Contractor: (a) by virtue of the change of a direct holding of at least fifteen percent of the voting shares in the Contractor or a holding company of the Contractor; or (b) by any other means whatsoever.
Change Request	means a change requested by either Party which, if signed by the Parties will result in a variation to any part of the Customer Contract
Cluster Agencies	has the meaning given to it in section 5.3 of Attachment 12-F (Pricing Information and Tables) to Schedule 12 (PIPP).
Commencement Date	means: (a) the Commencement Date stated in Item 10 of the General Order Form; or (b) if no Commencement Date is stated in the General Order Form, the date the Customer Contract is signed by the Customer and the Contractor.
Commencement Month	means the first month after the Consolidation Period.
Committees	means management committees established to support the AESG governance structure.
Conference Room Pilot	means the process by which the AESG solution is demonstrated to the Customer in order to confirm scope and requirements.
Confidential Information	means information that: (a) is by its nature confidential; or (b) is communicated by the disclosing party to the confidant as confidential; or

Term	Definition

	(c) the confidant knows or ought to know is confidential; or
	(d) relates to:
	    (i) the Products and Services;
	    (ii)the financial, the corporate and the commercial information of any Party;
	    (iii) the affairs of a third party (provided the information is non-public); and
	    (iv) the strategies, practices and procedures of the State and any information in the Contractor's possession relating to the State public service,
	but excludes any information which the confidant can establish was:
	    (v) in the public domain, unless it came into the public domain due to a breach of confidentiality by the confidant or another person;
	    (vi) independently developed by the confidant; or
	    (vii) in the possession of the confidant without breach of confidentiality by the confidant or other person.

Configuration	means the process of changing settings and values in the SAP systems to reflect the Customer taxonomy requirements.
Conflict of Interest	means the Contractor engaging in any activity, or obtaining any interest, whether pecuniary or non-pecuniary, which is likely to, has the potential to, or could be perceived to, restrict the Contractor from performing its obligations under the relevant Part in an objective manner.

Consequential Loss	means any loss, damage or expense recoverable at law:
	(a) other than a loss, damage or expense that would be suffered or incurred by any person in a similar situation to the person suffering or incurring the loss, damage or expense; or
	(b) which is a loss of:
	    (i) opportunity or goodwill;
	    (ii) profits, anticipated savings or business;
	    (iii) data; or
	    (iv) value of any equipment,
	and any costs or expenses incurred in connection with the foregoing.

Consolidation Period	is a period specified in Box 5 of the Module 10 Order Form following Cut-over to allow the Contractor and the Customer to settle in the Service to ensure Service Targets can be met. No Rebates apply during the Consolidation Period.
Contract Authority	means the head of a government agency which may procure goods and services for that agency or for other government agencies consistent with any applicable policies and directions of the Procurement Board and the terms of its accreditation (if any) by the Procurement Board, and described in Item 2 of the Head Agreement Details.
Contract Managers	means nominated personnel to liaise, consult, support and provide authorisations to support decisions.
Contract Period	means the period of the Customer Contract stated in Item 10 of the General Order Form, including any period or periods of extension of the Customer Contract made in accordance with clause 2.4 of the Customer Contract (Part 2).
Contract Price	means the total of all Prices payable by the Customer to the Contractor for the Deliverables supplied under the Customer Contract as stated in Item 11 of the General Order Form.
Contract Specifications	means the totality of any technical or descriptive specifications of functional, operational, performance or other characteristics required of a Deliverable provided by the Contractor under the Customer Contract being only: (a) any specifications stated in the Customer Contract in Item 13 of the General Order Form; or

Term	Definition
	(b) if no specifications are set out in the Customer Contract, the User Documentation.
Contract Value	means: (a) the amount that is the maximum amount that the Customer is legally required to pay to the Contractor for the relevant: (i) Non-Recurring Service and/or Product; or (ii) Short Term Recurring Service, under the Customer Contract, calculated at the Commencement Date; or (b) if the Parties determine that the amount in (a) is not capable of calculation, and there is an Estimated Contract Price for the relevant Non-Recurring Service or Product or Short Term Recurring Service, the Contract Value is the greater of: (i) the Estimated Contract Price for the relevant Non-Recurring Service or Product or Short Term Recurring Service; or (ii) the amounts paid by the Customer, or unpaid but due and outstanding, for the relevant Non-Recurring Service or Product or Short Term Recurring Service as at the date on which the claim first arises; and (c) if the Parties determine that the amount in (a) is not capable of calculation, and there is no Estimated Contract Price for the relevant Non-Recurring Service or Product or Short Term Recurring Service, the Contract Value is the aggregate of: (i) the amounts paid by the Customer, or unpaid but due and outstanding, for the relevant Non-Recurring Service or Product or Short Term Recurring Service as at the date on which the claim first arises; and (ii) the average amount paid by the Customer in each month of the Contract Period for the relevant Non-Recurring Service or Product or Short Term Recurring Service prior to the date on which the claim first arises multiplied by the number of remaining months of the Contract Period during which the relevant Non-Recurring Service and/or Product or the Short Term Recurring Services were to be provided, as set out in the Order Documents.
Contract Variation	means a variation to the terms and conditions of the Customer Contract that requires the consent of the Director General, NSW Department of Finance and Services in accordance with clause 26.2 of the Customer Contract (Part 2).
Contract 1	has the meaning given in Schedule 13.
Contract 2	has the meaning given in Schedule 13.
Contractor	means the person or body corporate named in Item 3 of the Head Agreement Details and/or Item 4 of the General Order Form that enters into the relevant Part. For the purpose of a Customer Contract, Contractor includes any Approved Agent who enters into the Customer Contract. Contractor does not include any of the Contractor's Personnel (other than an Approved Agent).
Contractor Fees	means the Base Fees and Additional Fees.
Contractor Information	means information relating to: (a) the Head Agreement and any Customer Contract formed under the Head Agreement subject to the exclusions stated in Item 5 of the Head Agreement Details; (b) the Contractor's performance under the Head Agreement or a Customer Contract; (c) the financial position or reputation of the Contractor; and/or (d) the shareholdings in the Contractor, or the corporate structure, directorship or shareholdings of the Contractor,

Term	Definition
	but excluding any of the Contractor's Confidential Information or Intellectual Property Rights.
Contactor Support Location or **Support Location**	means locations from which the Support Services are or may be delivered.
Correctly Rendered Invoice	means an invoice that is rendered in the form of a Tax Invoice where: (a) the amount claimed in the invoice is due for payment and correctly calculated in Australian dollars; (b) the invoice is set out as an itemised account, which identifies the GST exclusive amount, the GST component and the GST inclusive amount and enables the Customer to ascertain what the invoice covers and the amount payable; (c) the invoice is accompanied by documentary evidence that signifies that acceptance (where appropriate) has occurred in accordance with the Customer Contract; and (d) the invoice is addressed to the officer stated in Item 6 of the General Order Form to receive invoices.
Critical Incident Review	means an analysis of the circumstances related to an incident, seeking to establish the root cause or an applicable action plan to prevent recurrence and to collate lessons learned through the handling of the Incident.
Critical Personnel	has the meaning given in section 4.18 of the Service Level Agreement.
Critical Service Level	means a Service Level measuring the Contractor's performance of the Services that may result in Rebates and noted as such in the Service Level Table.
Critical Services	has the meaning given in Attachment 3 – 1 Service Level Requirements and Targets.
CSSR	means NSW Government corporate shared services reform.
CSSR EPC	means the CSSR event driven process chain (the graphical representation of the process).
Cultural Institutions	has the meaning given to it in section 5.3 of Attachment 12-F (Pricing Information and Tables) to Schedule 12 (PIPP).
Customer	means the person or body corporate named in Item 1 of the General Order Form that enters into a Customer Contract with the Contractor. Customer does not include any of the Customer's Personnel.
Customer Access Facilities	means telecommunications, networks, systems and other facilities used, or required by, or on behalf of the Customer for accessing and making use of the Service.
Customer Configuration	has the meaning given in item 23 of the General Order Form.
Customer Contract	means those Parts, terms and conditions and other documents listed in clause 3.6 of Part 2.
Customer Data	means data or information, including Personal Information as defined by the *Privacy and Personal Information Protection Act 1998* (NSW), that is submitted by the Customer or Permitted Users into the As a Service to be stored or processed and made accessible from the As a Service in any form, regardless of the format, location or medium.
Customer Dependency	means Customer Supplied Items and other Customer responsibilities due on specific dates as detailed in the PMP.
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Customer Satisfaction Survey	means a standardised AESG customer satisfaction survey that is consistent across all Tenants.

Term	Definition
Customer Supplied Item or CSI	means the items set out in Item 22 of the General Order Form to be supplied by the Customer under a Customer Contract.
Cutover Date	means the date when the Contractor advises the Customer that the Customer can commence loading Customer Data into the As a Service following the completion of the Transition In Services.
Cutover Plan	means deliverable D17 as set out in section 3.15 of Schedule 12 (PIPP).
Cyberterrorism	means an assault on any electronic communications network.
Data Access	means the ability to retrieve, view, edit, transmit or otherwise make use of, Customer Data.
Data Centres	means the facilities used to house computer systems.
Data Centre Region	means the physical location, by country or region, of the Contractor's computing hardware and software, including any back-ups used to store, host and process Customer Data.
Data Conversion Plan	means the data conversion plan to be developed by the Customer in accordance with Attachment 12-D (Data Conversion Roles and Responsibilities).
Data Load Management	means activities related to loading Customer Data to the AESG Services.
Data Migration	has the meaning given in sections 4.29 – 4.34 of Schedule 12 (PIPP).
DBA	means database administrator.
Defect	means a fault, error, failure, degradation, deficiency or malfunction that causes the relevant Deliverable not to meet the Contract Specifications and other requirements under the Customer Contract.
Defects List	means a written notice stating details of the actual results of the Acceptance Test, and for any alleged defect(s) in the specific requirement(s) of the Customer Contract that is not met and a statement as to whether the alleged defect is Minor. The Defects List is not required to include the cause of the defect.
Degraded Availability	refers to a decrease in system /application /service connectivity at the server from the agreed performance standard.
Deliverable	means any Product, Service or output from any Service that is required to be provided to the Customer under the Customer Contract.
Deploy	means the activities required to migrate the Customer to the final production AESG solution (including, but not limited to, Data Load Management) as further described in sections 4.21-4.22 of Schedule 12 (PIPP).
Deployment	means use of the final production AESG solution within an identified implementation area of the Customer. There will be several deployments during the execution of this Customer Contract.
Development	means the activities associated with creating additional software components using an SAP, or other in scope software vendor, proprietary programming language (such as ABAP).
Development (DEV) Environment	means an instance of the AESG Service used for development purposes (i.e. not in a "live" / production environment).
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DFSI	means the NSW Department of Finance, Services and Innovation.
Digital Video Recorder or DVR	means digitally recorded images from closed-circuit television.

Term	Definition
Document	includes: (a) any paper or other material on which there is writing; (b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; (c) any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device; and/or (d) a piece of text or text and graphics stored electronically as a file for manipulation by document processing software.
DR Event	means a failure of ort disruption to the Services being provided from the primary data centre.
Dress Rehearsal	means the process and activities to test the Cutover Plan to identify changes, timing and dependencies.
Due Date	means the date by which an LD Obligation must be met, as stated in Item 21 of the General Order Form.
ECC	means Enterprise Central Component (from SAP).
Eligible Customer	means any NSW Government Body or Eligible non-Government Body.
Eligible non-Government Body	means a public body being eligible to buy under a specific Head Agreement, including the following bodies (as identified under the Public Works and Procurement Regulation 2014 clause 6: (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, any other State or Territory; (g) a public authority or of any other jurisdiction (but only if it carries on activities in this State); (h) any contractor to a public authority (but only in respect of things done as such a contractor);
Emergency Planned Outage	means an outage or disruption to the Services pre-agreed in advance with the Customer on at least 2 hour's notice or such shorter period as the parties agree with respect to that outage.
Enterprise Resource Planning	refers to the automation and integration of an organisation's core business processes.
Environment	means the entire set of technology components required for the provision of the As a Service.
EP	means Enterprise Portal (from SAP).
EPI-Use	is a subcontracting company of the Contractor.
ERP	means enterprise resource planning.
Escrow Agreement	means an agreement under which an independent third party receives the source code or object code of certain software from the Contractor for delivery to the Customer or the Contractor upon the fulfilment of pre-specified conditions and is substantially in the form of Schedule 5 to Part 2 unless otherwise agreed by the Parties.
Escrow Materials	means the source code and/or object code of any software Deliverable and all other software programs all as owned by the Contractor, documentation, drawings and plans as well as a list of any third party software programs that would enable a competent programmer skilled in the use of the software Deliverable and any necessary development tools to keep the Deliverables in good order and repair that are stated in Item 23 of the General Order Form.

Term	Definition
ESS/MSS	Employee Self Service enables users to perform the self-service transactions enabled in AESG. These include personal HR update actions and managing personal work lists in other functional areas. Manager Self Service enables managers to perform activities and manage worklists enabled in AESG directly related to the employees and business units for which the manager is responsible.
Estimated Contract Price	means the Parties' estimate of the amount payable under the Customer Contract for the relevant: (a) Non-Recurring Service or Product; or (b) Short Term Recurring Service, as stated in Item 39 of the General Order Form.
Event	means a circumstance beyond the reasonable control of a Party that results in that Party being unable to perform an obligation on time and includes: (a) natural events like fire, flood, or earthquake; (b) national emergency; (c) terrorist acts (including Cyberterrorism) and acts of vandalism; or (d) war.
Existing Material	means any Licensed Software or any other Material that is developed: (a) prior to the Commencement Date; or (b) independently of the Customer Contract, and that is incorporated into a Deliverable under the Customer Contract.
Expected Service Level	means, with respect to any Service Level the value specified in the Service Level Table as the "Expected Service Level.
Financial Security	means the security in Item 38 of the General Order Form which is in substantially the form of Schedule 10 to Part 2.
Fit Assessment	means the process of comparing the AESG Solution to the Customer requirements.
Fit for Purpose	means fit for the purposes for which the Deliverable was created under this Customer Contract.
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Foundation Customer	means Customer as the first of Contractor's clients to be on-boarded to the AESG Service.
FTE	means FTE (Full Time Equivalent) as defined by the PSC (Public Service Commission): A standardised way of describing the size of the workforce based on the total number of ordinary time paid hours worked (excluding overtime and unpaid work). The FTE workforce describes the total number of full time employees required to account for all ordinary time paid hours work. It is not a count of the number of employees. For example, two employees, both working half the standard number of full time hours for their position, will together be counted as one FTE employee. The metric is a single value and is not split by type of user (e.g. self-service or transactional users).
Fundamental Breach	means a breach of the Customer Contract by the Customer which prevents the Contractor from carrying out its obligations under the Customer Contract.
General Order Form	means Schedule 1 to Part 2 that includes the Order Details that are relevant to that Customer Contract.
GovDC	means the Data Centres (Silverwater and Wollongong) provided by the NSW Government to support infrastructure as a service for NSW Government agencies.

Term	Definition
Government Agency	means any of the following: (a) a government sector agency (within the meaning of the *Government Sector Employment Act 2013*; (b) a NSW Government agency; (c) any other public authority that is constituted by or under an Act or that exercises public functions (other than a State owned corporation); (d) any State owned corporation prescribed by the regulations.
GRC	is an abbreviation for Governance, Risk Management and Compliance and enables provisioning of user accesses and supports monitoring and audit of user profiles and access.
GST	has the same meaning as in the GST Law
GST Law	means any law imposing or relating to a GST and includes *A New Tax System (Goods & Service Tax) Act* (Cth), *A New Tax System (Pay As You Go) Act* 1999 and any regulation based on those Acts.
Hardware	means the physical components of a computer including the microprocessor, hard discs, RAM, motherboard and peripheral devices.
GUI	means the SAP Graphical User Interface program that is used to access some of the AESG solution components.
HCM	means human capital management.
Head Agreement	means an agreement between the Contract Authority and the Contractor, comprising those Parts, terms and conditions and other documents listed in clause 4.2 of Part 1.
Head Agreement Details	means those details stated in Annexure 1 to Part 1.
Head Agreement Documents	means the documentation listed in Annexure 2 to Part 1.
Help Desk	means the Contractor's support function intended to provide the Customer with information and support related to the Services as further detailed in section 2 of Attachment 3-4 (Support Services) to Schedule 3 (Service Level Agreement).
Help Desk Management System	means the system used to record incidents and requests reported to the Service Desk.
High	has the meaning given for "high" in the complexity tab of the AESG Catalogue, or as specified for an individual item in the AESG Catalogue.
Hosting Provider	means the subcontractor preapproved by Customer for the provision of infrastructure as a service to Contractor from which the AESG Service is hosted.
Identity and Access Management	means the administration of Permitted Users having the correct role assignment to access the corresponding AESG Services as required.
IDS/IPS	IDS is an abbreviation for Intrusion Prevention System and IDS is Intrusion Detection System.
Incident	means a Defect in the Services.
Incident Resolution	means where the relevant Defect in the Service is rectified and the Service is restored or an agreed workaround has been implemented.
Incident Resolution Service Level	means Service Level SLA-04 in the Service Level Table.
Incident Response	means respond to and acknowledge an Incident.
Infrastructure as a Service	means a computing data centre with the equipment used to support operations, including storage, hardware, servers and networking components, delivered as an Online Service.

Term	Definition
Initial Contract Period	means the Contract Period without any period of extension.
Insolvency Event	means where a Party: (a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (b) is insolvent with the meaning of Section 95A of the *Corporations Act 2001 (Cth)*; (c) must be presumed by a court to be insolvent by reason of an event set out in Section 459C(2) of the *Corporations Act 2001 (Cth)*; (d) fails to comply with a statutory demand within the meaning of Section 459F(1) of the *Corporations Act 2001 (Cth)*; (e) has an administrator appointed or any step preliminary to the appointment of an administrator is taken; (f) has a mortgagee enter into possession of any property of that Party; (g) has a controller within the meaning of the Section 9 of the *Corporations Act 2001 (Cth)* or similar officer appointed to all or any of its property; or (h) has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.
Install	means to set up the Hardware so that the manufacturer's installations tests can be completed successfully.
Intellectual Property Rights	means all intellectual property rights including: (a) copyright, patent, trademark, design, semi-conductor or circuit layout rights, registered design, trademarks or trade name and other protected rights, or related rights, existing worldwide; and (b) any licence, consent, application or right, to use or grant the use of, or apply for the registration of, any of the rights referred to in (a), but does not include the right to keep confidential information confidential, Moral Rights, business names, company names or domain names.
Information Privacy Principle or IPP	means the Information Protection Principles contained in sections 8 to 19 of the *Privacy and Personal Information Protection Act 1998 (NSW)*.
Issue Register	has the meaning given in section 4.26(a) of Schedule 12 (PIPP).
Key Service Level	means a Service Level measuring the Contractor's performance that does not result in Rebates.
LAN	means local area network.
LD Obligation	means an obligation that is stated in Item 21 of the General Order Form as being an obligation for which the late completion by the Contractor may require the payment of liquidated damages in accordance with clauses 6.28 to 6.35 of the Customer Contract.
Legacy System	means any system that the Customer retains from their existing landscape that is not part of the AESG Service scope or any source system from which Customer Data is to be sourced by Customer.
Level 1 Request	means the matters outlined in clause 6.2 or 6.3 of the SLA.
Licensed Software	means the standard off-the-shelf software provided by the Contractor to the Customer and includes any updates or new releases of that software that may be provided to the Customer from time to time in accordance with the Customer Contract.

Term	Definition
Low	has the meaning given for "low" in the complexity tab of the AESG Catalogue, or as specified for an individual item in the AESG Catalogue.
Major Upgrade	means a comprehensive update of the SAP system and occurs when a significant change to the overall software or architecture solution is performed. A full version upgrade is indicated by a change in the software version number. For instance, moving from SAP 4.6C to SAP ERP (ECC 6.0).
Management Committee	means a management committee as defined in Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
Material	means any Document or other thing in which Intellectual Property Rights subsist.
Material Adverse Event	means any matter that: (a) substantially and adversely affects the Contractor's ability to perform any of its material obligations under the relevant Part, which may result from: 　　(i) any material litigation or proceeding against the Contractor; 　　(ii) the existence of any material breach or default of any agreement, or of any order or award that is binding on the Contractor; 　　(iii) matters relating to the commercial, technical or financial capacity of the Contractor or in the knowledge of the Contractor, any Approved Agent or subcontractor proposed to be engaged in respect of this agreement; or 　　(iv) any obligation under another contract the compliance with which may place the Contractor in material breach of the relevant Part; or (b) the Contractor knows, or should reasonably know, will, or has the potential to, cause material reputational damage to the Contract Authority or the Customer as a result of the Contract Authority and/or the Customer's association with the Contractor.
Measurement Period	means the period over which a Service Level is measured, calculated, and/or reported, as set out in the Service Level Table or if no such period is specified, on a monthly basis.
Medium	has the meaning given for "medium" in the complexity tab of the AESG Catalogue, or as specified for an individual item in the AESG Catalogue.
Milestone	means the groups of tasks relating to and including the provision of Deliverables to be performed or provided by the Contractor under the Customer Contract.
Minimum Service Level	means, with respect to any Service Level, the value specified in the Service Level Table as the "Minimum Service Level.
Minor	means, unless otherwise agreed in the Order Documents: (a) in respect of a Deliverable that is not a Document, a Defect that would not prevent the Deliverable from being used in a production environment even though there may be some insubstantial inconvenience to users of the Deliverable, provided that the Defect does not compromise security; and (b) in respect of a Deliverable that is a Document, errors that are limited to errors in formatting, style, spelling or grammar or minor errors of fact or interpretation that do not detract from the usefulness or intent of the document.
Mock Conversion	means the processes and activities to test the extract, transform and load of Customer Data into the AESG Service.
Module	means a document that describes the additional terms and conditions that are specific to a particular Product or Service or method of acquisition of a Product or Service. The Modules are stated in Part 4.

Term	Definition
Module Order Form	means a document that includes the Order Details that are relevant to the particular Module. The Module Order Forms are stated in Part 5.
Moral Rights	means a person's moral rights as defined in the *Copyright Act 1968 (Cth)*.
n-1 Adherence	means one version prior to the current software version in general release available from the relevant software vendor.
New Material	means any Material that is: (a) newly created by or on behalf of the Contractor during the performance of its obligations under the Customer Contract; (b) incorporated into a Deliverable; and (c) delivered to the Customer in accordance with the requirements of the Customer Contract, except for any Material that is Existing Material or any adaptation, translation or derivative of that Existing Material.
Nominee Purchaser	means a contractor to a Customer that is authorised to enter into the Customer Contract as the Customer's agent.
Non-Recurring Services	means Services which are provided by the Contractor under any of the following Modules: (a) Module 4 – Development Services; (b) Module 13– Systems Integration Services; and (c) Module 14 – Hosting Services and, if agreed by the Parties in Item 39 of the General Order Form: (d) Module 6 – Contractor Services (e) Module 7 – Professional Services; (f) Module 8- Training Services (g) Module 12- Managed Services;
Notice in Writing	means a notice signed by a Party's authorised representative or his/her delegate or agent which must not be an email, or a document scanned and sent by email.
Notional Total Units	has the meaning given in section 1.9 of Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement).
NSW Government Information Classification and Labelling Guidelines	means guidelines with respect to document marking to support the implementation of the NSW Digital Information Security Policy.
NTT	means a Subcontractor, as further detailed in section 10.2 of Schedule 12 (PIPP)..
OLA	means operating level agreement.
Onboarding	has the meaning given in Schedule 12 (PIPP) and is a sub-set of the Transition In Services.
Online Service	means computing services and capabilities such as application software, software platforms, hardware platforms, infrastructure and similar capabilities, which are delivered by the Contractor to the Customer over an IP network (including the Internet), rather than provided locally or on-site. Typically, the software and hardware assets are owned by the Contractor and the Customer is billed for usage.
Operating Hours	means 8am to 6pm on Business Days.
Operational Management Committee	has the meaning given in section 2 of Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
Order Details	means the details of the Customer Contract specific to the transaction contemplated by the Customer Contract which are included in the Order Documents and agreed by the Customer and Contractor.

Term	Definition
Order Documents	means the General Order Form and the documents that are stated on the General Order Form as being incorporated into the Customer Contract, which may include: (a) any Schedule to Part 2; (b) any document referred to in, or based on, any Schedule to Part 2; and (c) one or more Modules and their relevant Module Order Forms.
Original Facility	means a Contractor Support Location which is utilised by Contractor Personnel to perform the Services.
OSS	OSS means SAP's online support system.
Outage	means a Planned Outage, Emergency Planned Outage or an Additional Planned Outage.
Part	means each pro forma document that is designated as a Part of the Procure IT Framework, being: (a) Part 1; the Head Agreement, including its Annexures; (b) Part 2; the Customer Contract, including its Schedules; (c) Part 3; the Dictionary; (d) Part 4; the Modules; and (e) Part 5; the Module Order Forms.
Parties	means: (a) in relation to the Head Agreement: the Contract Authority and the Contractor; and (b) in relation to the Customer Contract: the Customer and the Contractor.
Payroll	means the components of the AESG Service used to pay salaries, wages and allowances to Customer personnel.
PC SOE	means the standard operating image loaded on Permitted Users' personal computers (desktops, laptops or other client side devices) which they use to access AESG SaaS remotely.
Performance Criteria	means the criteria applicable to the performance of the Contractor including the: (a) quality of Products or Services offered or delivered; (b) competitiveness of the Products or Services and pricing; (c) Contractor's sales and marketing performance; (d) Contractor's financial stability; (e) Contractor's management and suitability of its Personnel; (f) Contractor's administration of the Head Agreement, any Customer Contracts and risk; (g) Contractor's management of environmental issues; (h) Contractor's Occupational, Health, Safety and Rehabilitation OHS&R) Management; (i) Contractor's industrial relations performance; and (j) claims on insurance and other financial assurances made in respect of the Contractor's business or the Head Agreement and any Customer Contracts.
Performance Guarantee	means a document substantially in the form of Annexure 5 to the Head Agreement or Schedule 9 to Part 2 (as applicable).
Permitted User	means such persons that the Customer has permitted to use the As a Service for an Approved Purpose, in accordance with the Customer Contract, including individual end users.
Personal Information	means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Personalise	means applying Customer-specific values to a standard AESG process, configuration objects or RICEFW component, without changing the

Term	Definition
	underlying software code.
Personnel	means an entity's directors, officers, employees, agents and subcontractors, and: (a) for the Contractor; includes its Approved Agents and their Personnel; and (b) for the Customer; includes any Nominee Purchaser and its Personnel, but excludes the Contractor and its Personnel.
Planned Outage	means an outage of or disruption to the Services set out in the Quarterly Outage Plan (with at least 10 day's notice).
Platform as a Service	means a hosted Environment for configuring and running Applications that is delivered as an Online Service.
PMP or Project Management Plan	has the meaning given in section 3.15 of Schedule 12 (PIPP).
PO	SAP Process Orchestration, the toolset used to integrate SAP systems and external systems
Prescribed Use	is limited to the use of a Product or Service in a business environment where the direct result of a failure of the Product or Service being supplied results in a serious risk of significant loss of life or personal injury or substantial damage to buildings or other tangible property in the following business environment: (a) planning, construction, maintenance or operation of an air traffic control system; (b) planning, construction, maintenance or operation of a mass transit system (e.g. aircraft/trains/ferries/roads); (c) planning, construction, maintenance or operation of a nuclear facility; or (d) planning, construction, maintenance or operation of facilities or programs in respect of biological or chemical environments, including quarantine.
Price	means an itemised Price (including a rate for a unit), payable in Australian dollars by a Customer for a Product or Service under the Customer Contract in Item 11 of the General Order Form. Price includes GST and any other Tax.
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Priority/VIP Request	has the meaning given to it in Attachment 3-6 (SAP PO as a Service) to Schedule 3 (Service Level Agreement).
Problem	means the unknown root cause of one or more existing or potential Incidents.
PROD	means production environment.
Procure IT Framework	means the suite of pro forma documents described in clause 1 of the Customer Contract and clause 1 of the Head Agreement that provide the framework for the procurement Products and Services as represented by each of the Parts.
Product	means Hardware and Licensed Software only.
Professional Services	means the Services that are set out on the Module Order Form that are to be supplied by the Contractor to the Customer under this Module, which may include any information, communications or technology related service, including: (a) strategy advice; (b) development, enhancement or support of software (not otherwise provided for under Modules 4 or 5); (c) writing reports;

PART 2: CUSTOMER CONTRACT

Term	Definition
	(d) reviews or quality assurance activities; (e) change management services; (f) project management services; (g) knowledge transfer services; (h) other information, communications or technology related services agreed by the Parties which are provided under the direction and control of the Customer. The term Professional Services does not include services provided under the direction, control and supervision of the Customer. These services are Contractor Services and are subject to Module 6 Contractor Services. The term Professional Services does not include training services. These services are subject to Module 8 Training Services.
Program and Project Management	has the meaning given in sections 4.23 – 4.24 of Schedule 12 (PIPP).
Project Management	has the meaning given in Schedule 12 (PIPP).
Project Implementation and Payment Plan or **PIPP**	means a document that includes Order Details relating to the implementation of a project and associated payment arrangements which is included in a Customer Contract if stated in Item 20 of the General Order Form. An example template of a PIPP is set out in Schedule 12 to the Customer Contract.
Proof of Concept or POC	means a select set of AESG Services to be provided under Contract 1 as a means of demonstrating the Contractor's ability to provide a broad range of AESG Services.
Protected Clauses	means the following clauses of the Customer Contract: (a) Additional Conditions (clause 3.2 (b)); (b) Formation (part of clause) and Compliance with Consumer Laws (clauses 3.6 to 3.10); (c) Product Safety (clauses 5.9 to 5.10); (d) Intellectual Property Rights (clause 13); (e) Privacy (clause 15); (f) Insurance (clause 16); (g) Liability (clause 18); (h) Indemnities (clause 19); (i) Conflict of Interest (clause 20); (j) Notice of Change in Control (clause 23.3); (k) Dispute Resolution (clause 24 and Schedule 11 – Dispute Resolution Procedures); (l) Termination (clause 25); (m) Assignment and Novation (clauses 26.3 to 26.6); and (n) Applicable Law (clause 26.17).
RACI	means the RACI set out in section 3 of Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement). For the purposes of this chart: R = Responsibility; A = Accountable; C = Must be consulted; and I = Must be kept informed.
Rate Card	means the schedule of rates for the calculation of Contractor Fees for the provision of Additional Services where the pricing method is time and materials included in Attachment 12-F (Pricing Information and Tables) to Schedule 12 (PIPP).
RDP	is an abbreviation for Remote Desktop Protocol.
Rebate	has the meaning given in section 8 of Schedule 3 (Service Level Agreement).

Term	Definition
Recovery Point Objective (RPO)	means the maximum acceptable amount of data loss after an unplanned data-loss incident, expressed as an amount of time.
Recovery Time Objective (RTO)	means the maximum acceptable amount of time for restoring a network or application and regaining access to data after an unplanned disruption.
Recurring Services	means Services which are provided by the Contractor under any of the following Modules: (a) Module 2 – Hardware Maintenance and Support Services; (b) Module 5 – Software Support Services; (c) Module 11– Telecommunications Services (d) Module 12– Managed Services; and, unless agreed otherwise by the Parties in Item 39 of the General Order Form: (e) Module 6 – Contractor Services (f) Module 7 – Professional Services; (g) Module 8- Training Services (h) Module 10 X as a Service (i) Module 14 Hosting Services
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REFW	an abbreviation for report, enhancement, form, workflow.
Related Company	means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a Party. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract). A Related Company includes a "related body corporate" as that expression is defined in the Corporations Act 2001 (Cth).
Reseller	means any entity who provides Products or Services but: (a) is not the original equipment manufacturer or owner of the Intellectual Property Rights in the Product or Service; or (b) is not a Related Company of the original equipment manufacturer or owner of the Intellectual Property Rights in the Product or Service.
Resolution Rebate	means a rebate given to the customer resulting from non-compliance of the SLA on resolving Incidents.
RFEW	an abbreviation for report, form, enhancement, workflow.
RFQ	means the Customer's Request for Quotation ERP System Proof of Concept.
RICEFW	means AESG pre-configured templates and the like (being reports, interfaces, conversions, extensions, forms, workflows) forming part of the AESG Service.
RIEFW	means AESG pre-configured templates and the like (being reports, interfaces, extensions, forms, workflows) forming part of the AESG Service.
Risk	means any reasonably foreseeable internal or external event or issue (whether relating to Personnel, process, technology or otherwise) that is likely to or could adversely affect the delivery or performance of the Services.
Risk Control	means any processes, policies, activities, actions or things used to mitigate Risks (and which may specify relevant individuals who are responsible for such processes, policies, activities, actions or things).
Risk Register	a register of Risks that enables shared Risks that are common to the Contract and the Customer to be categorised and reported to the

PART 2: CUSTOMER CONTRACT

Term	Definition
	Customer.
Run Cost	means fees for Recurring Services other than in respect of Transition In or once-off Services (as defined in the AESG Catalogue).
SaaS	means software as a service.
SAP	means SAP AG, a vendor of enterprise resource planning (ERP) software
SAP Basis/DBA	The resource who is responsible for install, configure, update, patch, migrate, troubleshoot any technical problem on a SAP system and manage all the daily operations for that specific SAP system or system landscape.
SAP ERP SaaS Project Steering Committee	has the meaning given in section 2 of Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
SAP POaaS	means the optional Additional Service for SAP PO as a Service as set out in Attachment 3-6 (SAP PO as a Service) to Schedule 3 (Service Level Agreement).
SAP Software	means the SAP Software that is necessary for implementation of the AESG Service.
Schedule	means a schedule to Part 2.
Security Incident	means any security event that has a material impact on the confidentiality, integrity, availability of the service, system or information.
Security Requirements	has the meaning given in section 5.8 of the Service Level Agreement.
Security Services	means the security services set out in Attachment 3-5 (Security Services).
Service	means any item or thing to be provided under a Customer Contract that is not a Product, including the services provided under the Modules that provide for Hardware Maintenance and Support Services, Development Services, Software Support Services, IT Personnel, Professional Services, Training Services, Data Migration, X as a Service, Telecommunications Services, Managed Services, Systems Integration Services.

Service Address	means:
	(a) in the case of the Contract Authority; the address set out in the Head Agreement;
	(b) in the case of the Contractor;
	    (i) the address set out in the Head Agreement or such other address of which the Contactor gives Notice in Writing to the Contract Authority; or
	    (ii) in relation to a Customer Contract at its address set out in Item 5 of the General Order Form or such other address of which the Contactor gives Notice in Writing to the Customer; or
	(c) in the case of the Customer; the address set out in Item 2 of the General Order Form or the address of which the Customer gives Notice in Writing.

Service and Commercial Management Committee	has the meaning given in section 2 of Attachment 3-2 (Management Committees) to Schedule 3 (Service Level Agreement).
Service Commencement Date	means the date that the Contractor states it is ready to commence the Services or such date that the Parties agree that the Contractor must commence the Services.
Service Definition	means the Contractor's description of the As a Service as specified in the

Term	Definition
	Order Documents and may include details of specific inclusions, exclusions, limitations and costs.
Service Desk	means the single point of contact between users and IT support. Tasks include handling incidents and requests, and providing an interface for other IT processes.
Service Level Agreement or SLA	means the document or clauses that set out the performance expectations of the Parties and defines the benchmarks for measuring the performance of the Services. An example template of an SLA is set out in Schedule 3 to Part 2.
Service Level Default	means a failure by the Contractor to meet agreed Service Levels.
Service Level Table	means the table in Attachment 3-1 (Service Level Requirements and Targets) to Schedule 3 (Service Level Agreement).
Service Levels	means the minimum performance levels to be achieved by the Deliverable, as specified in a Service Level Agreement.
Service Request	means a request from the Customer for information, advice, or Additional Services as further detailed in section 3 of Attachment 3-4 (Support Services) of Schedule 3 (Service Level Agreement) such as: (a) creating users or changing roles granted to users of the AESG SaaS; (b) ad hoc data extract requests; (c) ad hoc data load; (d) activities to support audit so far as it exceeds what is included in the AESG Catalogue as part of Base Services; (e) additional AESG components (RIEFW) or configuration objects; and (f) other Additional Services where it is indicated they will be managed by Service Request.
Services	means the As a Service, any Support Services, Transition in Services, Transition out Services, Training Services provided under clause 10.3 in this Module and any other Deliverables specified in the Order Documents.
Services Backbone	is a scalable and highly available network infrastructure component which provides a standardised framework for Government departments and agencies to consume services provided by the infrastructure or from the Private Government Marketplace from third party service providers.
Service Year	means a 12 month period, with the first service year commencing on the first Cutover Date, and each subsequent service year commencing on the anniversary of this date.
Short Tem Recurring Services	means Recurring Services that are stated to be provided for a period of 12 months or less in the Order Documents at the Commencement Date.
Severity	means: (a) with respect to the Incident Resolution Service Level, the levels of severity for an Incident as defined in the Service Level Table; and (b) with respect to Acceptance Tests, the Defect severity levels set out in section 11.6 of Schedule 12 (PIPP).
SIEM	is an abbreviation for Security Information and event management.
Site	means the Customer's offices or other Customer-controlled locations stated in Item 18 of the General Order Form to which a Deliverable is to be delivered and/or at which a Deliverable is to be installed.
Site Specification	means the document which details the environmental, operational, safety and management requirements in relation to the Site that are necessary for the provision of the Deliverable(s).
Software as a Service	means software or an Application that is delivered as an Online Service.

Term	Definition
Solution Adoption	has the meaning given in sections 4.5 and 4.6 of Schedule 12 (PIPP).
Specified Personnel	means the key personnel of the Contractor who are required to undertake the provision of the Deliverables or part of the work constituting the Deliverables, as stated in Item 27 of the General Order Form.
SSH	is an abbreviation for Secure Shell. It is a secure networking tool to transfer data.
Stage	means one or more Milestones that are identified as a stage in the Project, Implementation and Payment Plan.
Standard Component	means standard AESG Service components (Business Processes and associated configuration and RICEFW) that are standard to the AESG Catalogue and Adopted by Customer as detailed in Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement).
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Standard Process Notice	has the meaning given in section 1.19 of Attachment 3-3 (Service Definition).
Standard Processes	has the meaning given in Schedule 3.
Standard Services	means the Transition-in Services that are detailed in Schedule 12 - PIPP and the ongoing Services described in the Service Level Agreement which are included in the standard AESG catalogue and Adopted by Customer.
State	means the State of New South Wales.
Statement of Requirements	means the Customer's statement of any requirements that the Contractor must fulfil in respect of the Deliverables which may include all relevant instructions, information, data, documents, specifications, plans, drawings and other materials and particulars.
Statutory Requirements	means the Australian laws, regulation or by-laws relating to the performance of the Party's obligations under the relevant Part.
Storage	means the total disc space consumed to deploy the AESG SaaS for Customer including operating system, database and all other associated requirements (e.g. log files) and including any shared storage. Reference is to usable disc space as reported by the operating system, database and SAP Software rather than the full theoretical capacity of the devices. Storage is measured in gigabytes as reported by the relevant software tools.
Subcontractor	means a third party to which the Contractor has subcontracted the performance or supply of any Services.
Subject Matter Experts or SME	means personnel from the Customer who have knowledge and skills of a particular subject that are required for the completion of an activity or Deliverable.
Substantial Breach	means: (a) a breach of the Customer Contract by the Contractor which deprives the Customer of substantially all of the benefit of the Customer Contract; or (b) the following breaches by the Contractor of the Customer Contract: (i) a delay by the Contractor in performing its obligations under the Customer Contract which continues beyond the extension of time granted under clauses 6.26 and 6.27; (ii) failing to provide suitable replacement personnel as required under clause 8.9 where such failure prevents the Contractor from performing fundamental obligations under the Customer Contract; (iii) breaching any warranty under clause 9.1; (iv) where Acceptance Tests are required in order for the

Term	Definition
	Deliverable to achieve AAD (and the obligation to ensure the Deliverable achieves AAD by a certain date is not an LD Obligation), failing to pass Acceptance Tests which results in rejection of the Deliverable by the Customer under clause 10.12(e); (v) where Acceptance Tests are not required in order for a Deliverable to achieve AAD (and the obligation to ensure the Deliverable achieves AAD by a certain date is not an LD Obligation), failing to deliver the Deliverable by the date required in the Customer Contract; (vi) failing to effect and maintain insurance policies as required under clauses 16.1, 16.2, 16.3 or 16.7 (other than to the extent that the Contractor received an exemption under clause 16.8); (vii) failing to provide a Performance Guarantee as required under clause 17.2; (viii) failing to provide a Financial Security as required under clause 17.4; or (ix) the existence of a Conflict of Interest which in the Customer's reasonable opinion prevents the full and proper performance of the Contract by the Contractor and the Contractor has not complied with clause 20.1(b) within a reasonable period.
Super User	means a member of the Customer's Personnel with more detailed skills relating to the system being supported, who has been designated to provide first level support, guidance, and training to other members of the Customer's Personnel.
Super User Group	means, collectively, all Super Users of the Customer.
Support Services	means any services specified in the Service Definition or Order Documents that are additional to the As a Service and may include, but are not limited to, implementation, user training and ongoing system administration, monitoring and performance management, backup and recovery services.
System Testing	means testing conducted on a complete, integrated system to evaluate the system's compliance with its specified requirements.
TAG	means NSW Trustee and Guardian and the Office of the Public Guardian.
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 Contractor's performance of its obligations under the relevant Part, but excludes GST and any Tax based on the net income of the Contractor.
Tax Invoice	has the same meaning as provided for in the GST Law.
Taxable Supply	has the same meaning as provided for in the GST Law.
Taxonomy	means a business rule, value or structure that is needed in the AESG Service to enable and AESG standard business process for a Customer.
Technical Architecture	has the meaning given in sections 4.27 – 4.28 of Schedule 12 (PIPP).
Technical Architecture Design	has the meaning given in section 3.15 of Schedule 12 (PIPP).
Technical Space Uptime SLA	means the availability of the NSW Government Data Centre for the Hosting Provider's infrastructure related to the AESG Service as referenced in the agreement between the Hosting Provider and the NSW Government Data Centre.
Technical	means any defined characteristics of the Environment or Services in terms of functionality, performance, availability or dependencies.

Term	Definition
Specifications	
Tenant	means any client of the Contractor that is using the AESG Services (including the Customer).
Tenant Setup	has the meaning given in sections 4.7 – 4.8 of Schedule 12 (PIPP).
Term	means the term of the Head Agreement, set out in Item 6 of the Head Agreement Details and any extension of the Term in accordance with clause 2.1 of the Head Agreement.
Test Plan	means a test plan developed in accordance with Schedule 12 (PIPP).
Third Party Application	means an Application supplied, licensed from or owned by a third party which is used by the Customer.
Tolerance Limit	means in respect of the Availability Service Level or the Incident Resolution Service Level, the tolerance limit set in the Service Level Table.
Training Services	is the provision of training on the AESG solution as offered in the AESG Catalogue.
Transactional User	means a member of the Customer's Personnel team who use the AESG Services to complete their work. This group of users will have a higher degree of understanding and competency in the use of the AESG Services as it relates to their area of expertise. A sub-group of the Transactional Users will form the Super User Group.
Transactional User Group	means a group of Transactional Users.
Transition In	means the process of completing the Transition In Services.
Transition In Capacity	has the meaning given in section 1.9 of Attachment 3-3 (Service Definition) of Schedule 3 (Service Level Agreement).
Transition In Services	means any activities specified in the Order Documents or the Service Definition that are to be undertaken by the Contractor prior to the Cutover Date that may include, data migration, business continuity plans, testing of the As a Service, handover arrangements and planning to enable the Customer's operations and Customer Data to be moved to the Services and may also include development of a Transition Out Services plan.
Transition Out	means where any part of the Services expire or are terminated in whole or in part.
Transition Out Plan	has the meaning given in section 2 of Attachment 13-4 (Transition Out Services and Catalogue Pricing) of Schedule 13 (Additional Conditions).
Transition Out Services	means any activities specified in the Order Documents or the Service Definition that are to be undertaken by the Contractor after the cessation of the As a Service to enable the Customer's operations and Customer Data to be removed from the As a Service and may include treatment of Customer's documents or materials, transitioning the As a Service to a new service provider or to the Customer, resolving issues relating to technological parity and current industry standards with other service providers and provision of technical documentation for the transfer of Customer Data, and procedures for the return/transfer or deletion of Customer Data.
Transition Plan	has the meaning given in clause 3.2 of Schedule 12 (PIPP).
Uninterrupted Power Supply or UPS	means a power management unit to protect systems from power failures.
Units	is a measurement for Adapt and Adopt objects.

Term	Definition
Updates	means minor updates, enhancements, derivatives, improvements and translations to the Services (including any Software associated with any Service), new Service features and versions and correction of errors in the Service.
Upgrades	are major upgrades eg supplier's releases of the subscription service for repairs, enhancements or new features applied by supplier to customer's instances of the subscription service at no additional cost during the subscription term.
Use Terms	means the terms set out in Attachment 13-1 (Use Terms) to Schedule 13 (Additional Conditions).
User Acceptance Test or UAT	has the meaning given in section 4.17 of Schedule 12 (PIPP).
User Documentation	means the Contractor's standard off the shelf documents that describe the features and functions of a Product or Service, in a hard copy, electronic or online format that are provided by the Contractor to the Customer. User Documentation excludes any Document that is designed by the Contractor to be training materials.
Validate	means the activities required to execute testing and compare the results of testing with the expected results to confirm that the functionality tested meets the documented requirements (as further described in sections 4.9 – 4.20 of Schedule 12 (PIPP)).
Virus	means a computer program, code, device, product or component that is designed to or may in the ordinary course of its operation, prevent, inhibit or impair the performance of a Deliverable in accordance with the Deliverable's Contract Specifications, but does not include any code, mechanism or device that is included in the software by the licensor for the purpose of managing the licensed use of the software.
VMware CRM	means the customer relationship management system offered by VMWare.
VPN	means virtual private network.
Warranty Period	means: (a) in relation to Hardware, 365 days from AAD; (b) in relation to Licensed Software, 90 days from AAD; and (c) in relation to Services where there is an Acceptance Test process, 30 days from AAD.
Wave	means a separate pre-defined part of the Transition In Services.
Whole of Government	means all of the NSW Government Tenants together with DFSI.
Workaround	means a fix or alternative procedure to temporarily address a Defect.
Work Health and Safety Laws	refers to laws for workplace health and safety that govern regulations and compliance codes that set out the responsibilities of employers and workers to ensure that safety is maintained at work.
Work Products	means documents or other artefacts that are created as needed to support the implementation that are not Deliverables.

Attachment 13-3: SAP and Related Licences

Software Product	Comment
SAP Application Developer User	A user class associated with the Core ECC Component which enables work bench changes (AESG RICEFW) to be used. Note that the AESG RICEFW will not be developed under the Customer license, but the Customer license must permit the use of the Contractor proprietary AESG RICEFW with the Customer installation.
SAP Application Professional User	A user class associated with the Core ECC Component
SAP Application Employee Self-Service User	A user class associated with the Core ECC Component
SAP Manager Self-Service User	A user class associated with the Core ECC Component
SAP Maintenance Worker User	A user class associated with the Core ECC Component
SAP ERP Foundation Starter	This is the "starter pack" for the core ECC 6.0 product; includes 5 Professional Users.
SAP NetWeaver Process Orchestration	
SAP Fiori	
SAP HANA, Limited Runtime Edition for Applications & BW (LREAB) Full Option	This is the HANA database license which is licensed on a runtime basis. It includes licensing for Sybase ASE with respect to products that are not deployed on Hana, such as SAP Solution Manager.
Nakisa Org Visualisation	
SAP Payroll Processing	
SAP NetWeaver OpenHub	
SAP NetWeaver components	NetWeaver licensing to include: (a) Integration Layer (mobility), SAP NetWeaver Gateway 2.0 (b) Portal Layer, SAP EP 7.4 (Enterprise Portal) (c) Access Layer, SAP Web Dispatcher (d) Management Layer, SAP Solution Manager 7.1 (e) SAP Router to connect to SAP Global Support
BA&T SAP Access Control	
BA&T SAP Process Control	
SAP Landscape Virtualisation Management	
SAP Business Planning and Consolidation	
SAP Syclo Work Manager	
SAP NetWeaver Master Data Management	
ReadSoft (Lexmark) Licenses	The Customer will procure and maintain licenses for the following ReadSoft software products (Noting that Readsoft is being rebranded as it has been owned by Lexmark since 2014). 　　　1.　　Invoice Capture (licenses are

Software Product	Comment
	required for the volume of invoices to be scanned)
	2. Process Director (licenses are required for the volume of invoices to be process in AESG SAP)
	3. Collector (Licenses are in addition to the invoice capture component.)

PART 2: CUSTOMER CONTRACT

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Attachment 13-4: Transition Out Services and Catalogue Pricing Adjustments

1. Overview

1.1 This Attachment 13-4 (Transition Out Services and Catalogue Pricing Adjustments) is intended to provide for:

(a) an orderly transition of the Customer from the Services to a replacement service (or back in-house) in the event of:

   (i) expiry of the Agreement at the end of the Contract Period;

   (ii) Contractor withdrawing the AESG Service (generally); or

   (iii) Customer's termination of the Customer Contract for cause or convenience; and

(a) adjustments to the pricing set out in the AESG Catalogue in certain circumstances.

1.2 To avoid doubt this section applies notwithstanding anything to the contrary within clauses 2.4 or 25.3 of the Customer Contract.

1.3 The following table sets out the notice periods, AESG Catalogue pricing adjustments and other consequences for each termination / expiry / renewal scenario:

	Termination for Convenience	Expiry of Agreement	Termination for Cause by the Customer/ Insolvency	Contractor Withdraws AESG Service (generally)
Notice Period	For the AESG Service: [redacted] • the notice may not be	For the AESG Service, the Customer must provide at least 3 months' written notice if it wishes to extend the Contract Period. This provision is intended to override clause 2.4 of the Customer Contract. For the Additional Services the Customer must provide at least 1 month's written notice which may	As per Procure IT clause 25.2	Accenture may provide written notice 12 months' prior to the expiry of the Contract Period that it wishes to withdraw the AESG Service in its entirety from the Australian Public Sector market.

	Termination for Convenience	Expiry of Agreement	Termination for Cause by the Customer/ Insolvency	Contractor Withdraws AESG Service (generally)
	provided until completion of the Transition In Services. For the Additional Services (other than SAP POaas) the Customer must provide at least 1 month's written notice which may be provided at any time. For SAP POaaS, the Customer must provide at least 2 months' written notice which may be provided at any time. This provision is intended to override clause 25.3 of the Customer Contract.	be provided at any time. For SAP POaaS, the Customer must provide at least 2 months' written notice which may be provided at any time.		
Roll on period	The Contractor must at the option of the Customer on a month to month basis provide the Services beyond expiry of the termination notice period for a maximum of 6 months (or as agreed). The Customer must provide at least one month's written notice in advance of its requirement for the roll-on period or any extension of it. The Service will be provided on the same	The Contractor must at the option of the Customer on a month to month basis provide the Services beyond expiry of the Contract Period for a maximum of 12 months (or as agreed). The Customer must provide at least one month's written notice in advance of its requirement for the roll-on period or any extension of it. The Service will be provided on the same terms and pricing as for the Contract Period. During the roll on period the FTEs will be	The Contractor must at the option of the Customer on a month to month basis provide the Services beyond the expiry of the termination notice period for a maximum of 12 months (or as agreed). The Customer must provide at least one month's prior written notice in advance of its requirement for the roll-on period or any extension of it. The Service will be provided on the same terms and AESG Catalogue price as for the Contract	The Contractor must at the option of the Customer on a month to month basis provide the Services beyond the Contract Period for a maximum of 12 months (or as agreed). The Customer must provide at least one month's prior written notice in advance of its requirement for the roll-on period or any extension of it. The Service will be provided on the same terms and AESG Catalogue price as for the Contract

	Termination for Convenience	Expiry of Agreement	Termination for Cause by the Customer/ Insolvency	Contractor Withdraws AESG Service (generally)
	terms and pricing as for the Contract Period. During the roll on period the FTEs will be assessed quarterly.	assessed quarterly.	Period. During the roll on period the FTEs will be assessed quarterly.	Period. During the roll on period the FTEs will be assessed quarterly.
Data Export	Subject to payment of the licence fee below, the Contractor must upon request provide to the Customer: - within 24 hours, a current SAP client export, consisting of configuration settings and code supporting Adopt, Adapt and data components for all SAP components in use by the Customer; and - the Escrow Materials, and if the Contractor does not do so, the Customer may obtain the Escrow Materials deposited with the escrow provider.	Subject to payment of the licence fee below, the Contractor must upon request provide to the Customer: - within 24 hours, a current SAP client export, consisting of configuration settings and code supporting Adopt, Adapt and data components for all SAP components in use by the Customer; and - the Escrow Materials, and if the Contractor does not do so, the Customer may obtain the Escrow Materials deposited with the escrow provider.	The Contractor must upon request provide to the Customer: - within 24 hours, a current SAP client export, consisting of configuration settings and code supporting Adopt, Adapt and data components for all SAP components in use by the Customer; and - the Escrow Materials. The Customer is entitled to obtain a copy of all Escrow Materials deposited with the escrow provider as detailed in Item 23 of the General Order Form.	The Contractor must upon request provide to the Customer: - within 24 hours, a current SAP client export, consisting of configuration settings and code supporting Adopt, Adapt and data components for all SAP components in use by the Customer; and - the Escrow Materials, and if the Contractor does not do so, the Customer may obtain a copy of all Escrow Materials deposited with the escrow provider as detailed in Item 23 of the General Order Form.
Licence and Fee	Customer will have the option to purchase a perpetual licence to use the Customer Configuration ▮▮ on Procure IT terms in accordance with section 6	Customer will have the option to purchase a perpetual licence to use the Customer Configuration ▮▮ on Procure IT terms in accordance with section 6 below. To avoid doubt this does not	Customer will be granted a perpetual licence to use the Customer Configuration for Customer's internal business purposes ▮▮. To avoid doubt this does not include updates or	Customer will be granted a perpetual licence to use the Customer Configuration for Customer's internal business purposes ▮▮. To avoid doubt this does not include updates or

	Termination for Convenience	Expiry of Agreement	Termination for Cause by the Customer/ Insolvency	Contractor Withdraws AESG Service (generally)
	below. To avoid doubt this does not include updates or maintenance. In the event of a termination for convenience in accordance with section 6 of Schedule 13, the ▮▮▮	include updates or maintenance.	maintenance.	maintenance.
Transition Out Services	Contractor must implement the Transition Out Plan. Contractor must provide Transition Out Services in accordance ▮▮▮	Contractor must implement the Transition Out Plan. Contractor must provide Transition Out Services in accordance ▮▮▮	Contractor must implement the Transition Out Plan. Contractor must provide Transition Out Services in accordance ▮▮▮	Contractor must implement the Transition Out Plan. Contractor must provide Transition Out Services in accordance with the blended day rate for Transition Out set out in the Rate Card.
Catalogue Price Updates	▮▮▮. The AESG Catalogue Price will continue until the end of the roll on period. During the roll on period the FTEs will be assessed quarterly.	Contractor must give Customer at least 12 months' written notice if it intends to vary the AESG Catalogue Prices for an extension period (**Adjustment Notice**). If Contractor does not provide such notice, the AESG Catalogue Prices will continue to apply during that extension period.	▮▮▮. The Catalogue Price will continue until the end of the roll on period. During the roll on period the FTEs will be assessed quarterly.	▮▮▮ The Catalogue Price will continue until end of the roll on period. During the roll on period the FTEs will be assessed quarterly.

1.4   Notwithstanding the differing notice periods in the foregoing, if the AESG Service terminates or expires, the Additional Services also terminate or expire, unless otherwise agreed by the parties.

2. General Transition Out Obligations

2.1 The Contractor, at its own cost, must:

(a) review and update the 'Transition Out Plan' in accordance with this section

(b) submit the revised Transition Out Plan, by the Cutover Date, to the Customer for approval

(c) review and update the Transition Out Plan on completion of all Transition In services outlined in the PIPP, and submit the updated plan to the Customer for approval

(d) review the Transition Out Plan accepted by the Customer pursuant to this section:

(i) every twelve (12) months after its approval

(ii) whenever a new AESG Service adopted reaches its Cutover Date,

and submit, within twenty (20) Business Days of the date for review, any amendments to that Transition Out Plan for approval by the Customer.

2.2 The Transition Out Plan is to provide for an orderly transition of the Customer off the AESG Service in the event of expiry or termination of the Customer Contract for any reason.

2.3 The Transition Out Plan will detail the principles and guidelines to be applied by both Contractor and Customer in undertaking the activities for the Customer to exit the AESG Service. The Transition Out Plan will describe in detail any agreed Additional Services to be provided by the Contractor to facilitate the successful Transitioning Out activity.

2.4 The Transition Out Plan must specify the Contractor's estimate of the period of time likely to be required to disengage and detail how the Contractor proposes to address the following further matters on termination of all or part of the Services:

(a) the implementation of the requirements set out in the table in section 1.3 depending on the relevant expiry/termination scenario;

(b) delivery of Documentation, materials, records and other information;

(c) cooperated with Customer and its third party vendor for migration of the Services to a replacement contractor or back to the Customer;

(d) export of Customer Data;

(e) continuity of the AESG Services until removed; and

(f) any other matters related to the AESG Service that the Customer reasonably requires to be addressed.

2.5 The Customer must review the Transition Out Plan within twenty (20) Business Days of the date on which the Transition Out Plan or amendment was submitted for approval and either:

(a) approve the proposal, with or without amendment; or

(b) reject it.

2.6 If the Customer does not approve a proposed Transition Out Plan or any proposed amendment to the Transition Out Plan, or approves it with specified amendments, the Parties will work in good faith to revised and approve an Transition Out Plan proposal, within a further twenty (20) Business Days. If the Parties are unable to agree on a reasonable Transition Out Plan, the Transition Out Plan shall be discussed in the contractual governance meetings.

2.7 The Contractor must on request from the Customer provide a plan setting out proposed changes to the Services during execution of the currently agreed Transition Out Plan including by:

(a) reducing the applicability of the Service Levels or eliminating Rebates;

(b) reprioritising any part of the Services; or

(c) removing particular non-essential parts of the Services,

that would so far as reasonably practical enable the Contractor to provide the Transition Out Services using existing resources allocated to the Services, thereby reducing or eliminating the need to pay for the Transition Out Services in accordance with the Rate Card. The Contractor must discuss this plan with the Customer and must implement it during provision of the Transition Out Services on Customer's request.

2.8 The Contractor must not do anything knowingly which directly or indirectly avoids, or materially prejudices or frustrates Transition Out or transition to a new contractor.

2.9 Upon request by the Customer, the Contractor must carry out its obligations as set out in the current Transition Out Plan and give assistance to the Customer in transitioning Customer to a new contractor that will process the Customer Data.

2.10 To the extent requested by the Customer, the Contractor's obligations will include (but not be limited to):

(a) co-operating with the Customer and any new contractor to ensure that there is a smooth and orderly transition to new contractor with no disruption to the Customer;

(b) provide reasonable access to the Customer to the Contractor's Personnel and the books, records and other material kept by or on behalf of the Contractor in connection with the Services and this Customer Contract;

(c) handing over reasonably necessary information and material (including any licence to use such material for the purpose of providing the removed Services other than a licence for any AESG Intellectual Property Rights but subject always to section 1.2) used or produced in connection with the Services (e.g. Incident records) but excluding any information that the Contractor is required to retain by law or would customarily retain as an ordinary business record (provided that a copy of such information is handed over);

(d) doing all such other things as the Customer may reasonably require to facilitate transition to a new contractor.

3. Pricing Issues

3.2 ███

4. Intellectual Property Rights in personalisation on Transition Out

4.1 The following comprise AESG Intellectual Property Rights of the Contractor and forms part of the AESG Service (the **AESG Asset**):

(a) all artefacts associated with Adopt Processes Listed in Attachment 12-A of the Schedule 12 PIPP (e.g. Process Design and Process Flows, Configuration Designs , Test Designs, Technical Transport objects, Training artefacts); and

(b) all artefacts associated with Adopt RICEFWs Listed in Attachment 12-B of the Schedule 12 PIPP (e.g. Functional and Technical Designs Source code, data mapping, data validation, and data load templates for conversion objects, Technical Transport objects containing source code).

4.2 The following comprise personalisation of the Customer and Customer retains on termination:

(a) all Customer Data including Taxonomies (chart of accounts, general ledger accounts, payroll awards), master data, master data hierarchies; and

(b) all artefacts associated with Adapt RIEFWs.

5. Contractor Personnel

5.1 The Contractor must use reasonable endeavours to ensure that a new contractor has access to the Contractor's Personnel immediately after the Customer notifies the Contractor that a new contractor has signed a contract with the Customer for transition of the Customer Data for the purposes of:

(a) receiving information in respect of the Services; and

(b) preparations by the new contractor to deliver services to the Customer,

but only to the extent that any of the above does not unduly interfere with the provision of the Services.

5.2 If requested and paid for by the Customer, the Contractor must provide a reasonable degree of training to the replacement Contractor and those of its staff to be engaged in the performance of the removed Services.

6. Purchase of Licence

6.1 The licence referred to in section 1.3 does not include implementation, hosting, updates or maintenance and are for the Customer's internal business purposes only.

Module 7 – Professional Services

Version 3.1

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Use Guidelines

This Module should be used when the Customer is buying the services of personnel with IT related skills where the Contractor's services are not subject to day to day supervision by the Customer.

See the Procure IT User Guide for more details.

This text is not to be used in interpreting the Module.

1. Agreed Terms and Interpretation

AGREED TERMS

The terms and conditions included in this **Module 7** form part of the Customer Contract when the Parties state that the Professional Services Module forms part of the Customer Contract in Item 8 of the General Order Form.

In this Module, unless the contrary intention appears:

1.1 **Exception** means the reasons that excuse the Contactor from being in breach of the Customer Contract in respect of the Services provided under this Module, as stated in clause 7.

1.2 **Professional Services** means the Services that are set out on the Module Order Form that are to be supplied by the Contractor to the Customer under this Module, which may include any information, communications or technology related service, including:

   (a) strategy advice;

   (b) development, enhancement or support of software (not otherwise provided for under Modules 4 or 5);

   (c) writing reports;

   (d) reviews or quality assurance activities;

   (e) change management services;

   (f) project management services;

   (g) knowledge transfer services;

   (h) other information, communications or technology related services agreed by the Parties which are provided under the direction and control of the Customer.

The term Professional Services does not include services provided under the direction, control and supervision of the Customer. These services are Contractor Services and are subject to Module 6 Contractor Services.

The term Professional Services does not include training services. These services are subject to Module 8 Training Services.

INTERPRETATION

1.3 Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. Professional Services Period

2.1 Unless otherwise agreed in the General Order Form or the relevant Module Order Form, the Professional Services must be provided for the Contract Period unless the Customer Contract is terminated earlier in accordance with its terms.

2.2 If no Contract Period is specified in the Order Documents and the Professional Services are provided on a time and materials basis, then the Professional Services will be provided from

the Commencement Date until either Party cancels the Professional Services by providing 30 days prior Notice in Writing to the other.

3. Scope of Professional Services

SCOPE

3.1 The Parties will set out in the Module Order Form or a PIPP the details of the Professional Services which may include:

(a) the Contract Period;

(b) the details of the Professional Services that the Contractor is to provide;

(c) the details of any Specified Personnel;

(d) the details of any Deliverables and their Contract Specifications;

(e) the location of where the Professional Services are to be provided;

(f) whether any Deliverable must undergo an Acceptance Test;

(g) the Price, expenses and any other charges that apply in respect of the Professional Services; and

(h) how the Prices, expenses and charges will be paid, including any Payment Milestones and whether the Professional Services are provided on a time and materials basis, fixed price or some other basis.

PROJECT IMPLEMENTATION AND PAYMENT PLAN (PIPP)

3.2 If there is no PIPP agreed at the time the Customer Contract is signed by the Parties, and it is stated on the Module Order Form that a PIPP is required, the Contractor must prepare a draft PIPP for the approval of the Customer prior to the commencement of the Professional Services. Within 5 Business Days of receipt of the draft PIPP the Customer must:

(a) approve the PIPP;

(b) provide written notice of any changes to the draft PIPP that it requires, and provided those changes are reasonable, the Contractor must update the PIPP and re-submit it for approval by the Customer.

3.3 Once the PIPP has been approved by the Customer it forms part of the Customer Contract and the Contract Specifications are updated accordingly.

REPORTING

3.4 The Contractor must monitor the progress of the Professional Service and provide the Customer with status reports at monthly intervals, or such other intervals as is agreed by the Parties which, at a minimum, include the following issues:

(a) the issues and risks that the Contractor recommends be pro-actively addressed to avoid delays;

(b) any actions that the Parties need to take, or decisions that need to be made, to ensure the provision of the Professional Services in accordance with the requirements of the Customer Contract, including any PIPP;

(c) the progress of the work against any project plan;

(d)   the amounts charged, and amount of work in progress against the budget;

(e)   whether it is anticipated that the budget is likely to be exceeded, and if so the reasons; and

(f)   any other issues that the Parties agree should be included in the reports.

CUSTOMER DIRECTIONS

3.5   The Contractor must comply with all reasonable directions of the Customer as may be given to the Contractor from time to time in respect of the delivery of the Professional Services, provided that such directions are consistent with the requirements of the Customer Contract. Where such direction:

(a)   causes the Contractor's costs to increase, the Customer must pay for any increase in the Contractor's costs at the Contractor's time and materials rates (calculated using the rates set out in the Customer Contract, or if none are stated, at the Contractor's then current commercial rates) plus any expenses; and

(b)   causes the Contractor not to be able to meet any timetable for delivery, then the timetable must be extended to the extent that it is reasonable given the nature of the direction and the impact on the Professional Services.

3.6   Nothing in clause 3.5 affects the Contractor's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the Customer's reasonable directions or otherwise to comply with the Contractor's obligations under the Customer Contract.

3.7   Subject to otherwise complying with its obligations under the Customer Contract, the Contractor must exercise its independent discretion as to the most appropriate and efficient manner of providing the Professional Services and satisfying the Contractor's obligations under this Customer Contract.

EMPLOYEE RELATIONSHIP

3.8   The Contractor undertakes to comply with all Statutory Requirements in relation to itself and any of its employees or contractors, including in relation to workers compensation, payroll tax, income tax, fringe benefits tax, PAYG tax, group tax, superannuation contributions, annual leave, long service leave and personal leave awards, industrial instruments and any other employment entitlement.

3.9   The Contractor acknowledges and agrees that:

(a)   it is solely responsible for the obligations in clause 3.8; and.

(b)   neither it, nor its personnel have, pursuant to this Customer Contract, any entitlement from the Customer in relation to any form of employment or related benefit.

4. Acceptance Tests and Use

4.1   Where the Professional Services are for the creation of a specific Deliverable for which the Parties have agreed that the Deliverable is to undergo Acceptance Tests then:

(a)   the Customer must not use any part of the Deliverable for its business purposes and/or in a production environment without first undertaking Acceptance Tests in accordance with clause 10 of Part 2; and

(b)   it is acknowledged and agreed by the Customer that if the Customer uses the Deliverable for its business purposes and/or in a production environment before the Deliverable has passed its Acceptance Tests in accordance with clause 10.9 of Part 2

(as opposed to where the Deliverable is merely deemed to have passed its Acceptance Tests under clause 10.13) the Customer is taking a significant risk in using untested Deliverables, and accordingly the Contractor is not liable for any loss, damage or expense caused by such use of the Deliverable.

5. Restraint

5.1 The Customer must not, without the prior written consent of the Contractor, whether on its own behalf or on behalf of any other person and in any capacity:

    (a)   encourage any of individual who has performed any Professional Services, to:

        (i)   stop working for or providing services to the Contractor; or

        (ii)   work for or provide services to the Customer, any Agency or Department or any other person;

    (b)   employ, contract, or enter into any arrangement, to receive the benefit of the services of the individual who has performed any Professional Services,

for the following restraint periods:

    (c)   during the period that the individual performed the Professional Services and a period of 12 months thereafter;

    (d)   during the period that the individual performed the Professional Services and a period of 9 months thereafter;

    (e)   during the period that the individual performed the Professional Services and a period of 6 months thereafter;

    (f)   during the period that the individual performed the Professional Services and a period of 3 months thereafter;

    (g)   during the period that the individual performed the Professional Services.

5.2 Clause 5.1 is to be construed and have effect as the number of separate restraints that arise by separately combining each of the subclauses in 5.1(a) and (b)(i) and (ii) above with the restraint periods listed in each of the subclauses in (c) to (g) above. Each of the covenants that result from a combination of the restraints in subclauses 5.1(a), (b)(i) and (ii) with the restraint periods in subclauses (c) to (g), constitute and are to be construed as having effect as separate, distinct, severable and independent provisions from the other covenants, but cumulative in overall effect. If any of the covenants or parts of the covenants resulting from the operation of this clause, are unenforceable they will be severed from the remaining enforceable covenant or part thereof.

5.3 The Customer agrees that the remedy of damages may be inadequate to protect the interests of the Contractor from a breach of the Customer's obligations under this clause 5 and the Contractor is entitled to seek and obtain injunctive relief, or any other remedy, in any court.

5.4 A general solicitation for employment which is placed in good faith such as a newspaper advertisement shall not constitute a breach of clause 5.1.

5.5 The Parties agree that the restrictions in clauses 5.1 to 5.4 are necessary to protect the legitimate interests of the Contractor.

6. Specific Warranties

6.1   Where the Professional Services are provided on a fixed price basis:

(a)   the Contractor warrants that any Deliverable (other than any Customer Supplied Item) will meet the Contract Specifications in all material respects during the Warranty Period, subject to the Exceptions; and

(b)   if an unmodified version of the Deliverable (other than any Customer Supplied Item) fails to perform in accordance with the requirements of the Customer Contract and the Customer provides the Contractor with written notice of the Defect within the Warranty Period, then the Contractor may, at its option, promptly remedy those Defects, implement a Workaround, or replace the relevant part of the Deliverable, at its own expense, or refund the Price payable for the deficient Deliverable. Any remedy that is implemented is warranted only during the remainder of the Warranty Period.

6.2   Owing to the nature of the subject matter, but subject to clauses 6.1, 6.3, 6.4 and 7, the Contractor expressly excludes any warranty that:

(c)   any Deliverable will be error free;

(d)   any Deliverable will operate without interruption;

(e)   it will correct all program errors;

(f)   any Deliverable will be compatible with any hardware, software or data not supplied by the Contractor (except as specified in the Contract Specification);

(g)   any Deliverable will meet the Customer's requirements.

6.3   The Customer must provide reasonable assistance to the Contractor in order to assist the Contractor to identify and resolve the Defect, including installing patches and Workarounds.

6.4   The Contractor warrants that, subject to the Exceptions, from the Commencement Date until the end of the Warranty Period in relation to the Professional Services that the Contractor will provide the Professional Services in accordance with the requirements of the Contract Specifications in all material respects and with due care and skill.

7. Exceptions

7.1   The Contractor is not liable for any breach of the Customer Contract which arises as the result of:

(a)   any Customer Supplied Item not operating in accordance with its documentation or the requirements in this Customer Contract;

(b)   modifications to any Deliverable that were effected or attempted by a person other than the Contractor or its authorised representative, other than where such modifications were recommended by the Contractor;

(c)   any act, error, fault, neglect, misuse or omission of the Customer;

(d)   damage caused by the operation of the Deliverable other than in accordance with recommended operating procedures or otherwise than in accordance with the directions or recommendations of the original IP owner, authorised distributor or the Contractor;

(e)   any Virus, denial of service attack or other malicious act that adversely affects the Software Solution, except to the extent that:

     (i)   the attack or malicious act is an attack or malicious act of the Contractor; or

     (ii)   the Contract Specifications include a requirement to protect against Viruses, denial of service attacks or other malicious acts, and the Customer's damages are caused solely by a failure to meet that obligation in the Contract Specification;

(f)   improper use or mismanagement by the Customer; or

(g)   an Event.

7.2   Where the Contractor has been requested to provide any remedy and the item that was requested to be remedied is determined not to be a Defect (or to be a Defect in a Customer Supplied Item) then the Contractor is entitled to charge the Customer for the costs and expenses (calculated using the rates set out in the Customer Contract, or if none are stated, at the Contractor's then current commercial rates) that arise out, of or in connection with identifying and attempting to remedy that item.

MODULE ORDER FORM

MODULE 7 – PROFESSIONAL SERVICES

Box 1 Details of Professional Services

Details to be included from Module 7	Order Details agreed by the Contractor and the Customer
Scope (clause 3.1)	
Specify the Professional Services (other than Training Services) which are to be provided, including:	As agreed between the parties from time to time pursuant to Schedule 4 (Variation Procedures).
(a) the Contract Period;	
(b) the details of the Professional Services that the Contractor is to provide;	
(c) the details of any Specified Personnel;	
(d) the details of any Deliverables and their Contract Specifications;	
(e) the location of where the Professional Services are to be provided;	
(f) whether any Deliverable must undergo an Acceptance Test;	
(g) the Price, expenses and any other charges that apply in respect of the Professional Services; and	
(h) how the Prices, expenses and charges will be paid, including any Payment Milestones and whether the Professional Services are provided on a time and materials basis or some other basis.	
[Note: These details can be put on a PIPP instead of being including on this Module Order Form. If the details are put on a PIPP, insert "Details of the Professional Services (other than Training Services) are set out in the PIPP".]	

Box 2 Requirement for a PIPP

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Project Implementation and payment Plan (PIPP) (clause 3.3)	
Specify if the Contractor is required to provide a PIPP, if no PIPP is attached to this Customer Contract at the Commencement Date. [If this Box is not completed, the Contractor is not required to provide a PIPP.]	As agreed between the parties from time to time pursuant to Schedule 4 (Variation Procedures).

Module 10 – as a Service

Version 3.1

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1.   AGREED TERMS AND INTERPRETATION

The terms and conditions included in this Module 10 form part of the Customer Contract and apply when the Parties state that the as a Services Module forms part of the Customer Contract.

In this Module, unless the contrary intention appears:

1.1   **Application** means any application software which may or may not be delivered as an Online Service, for use by Permitted Users.

1.2   **Approved Purpose** means the purpose agreed in the Order Documentation for which the Customer and Permitted Users shall use the Service.

1.3   **As a Service** means Infrastructure as a Service, Platform as a Service and/or Software as a Service that is being supplied in accordance with the Order Documents, and each such As a Service is a Service for the purposes of the Customer Contract.

1.4   **Consolidation Period** means the first month of the provision of the As a Service (commencing on the Service Commencement Date of the relevant As a Service), or such other period, or no such period, stated in the Order Documents.

1.5   **Customer Access Facilities** means telecommunications, networks, systems and other facilities used, or required by, or on behalf of the Customer for accessing and making use of the Service.

1.6   **Customer Data** means data or information, including Personal Information as defined by the *Privacy and Personal Information Protection Act 1998* (NSW), that is submitted by the Customer or Permitted Users into the As a Service to be stored or processed and made accessible from the As a Service in any form, regardless of the format, location or medium.

1.7   **Cutover Date** means the date when the Contractor advises the Customer that the Customer can commence loading Customer Data into the As a Service following the completion of the Transition In Services.

1.8   **Data Access** means the ability to retrieve, view, edit, transmit or otherwise make use of, Customer Data.

1.9   **Data Centre Region** means the physical location, by country or region, of the Contractor's computing hardware and software, including any back-ups used to store, host and process Customer Data.

1.10   **Environment** means the entire set of technology components required for the provision of the As a Service.

1.11   **Infrastructure as a Service** means a computing data centre with the equipment used to support operations, including storage, hardware, servers and networking components, delivered as an Online Service.

1.12   **Online Service** means computing services and capabilities such as application software, software platforms, hardware platforms, infrastructure and similar capabilities, which are delivered by the Contractor to the Customer over an IP network (including the Internet), rather than provided locally or on-site. Typically, the software and hardware assets are owned by the Contractor and the Customer is billed for usage.

1.13   **Permitted User** means such persons that the Customer has permitted to use the As a Service for an Approved Purpose, in accordance with the Customer Contract, including individual end users.

1.14 **Platform as a Service** means a hosted Environment for configuring and running Applications that is delivered as an Online Service.

1.15 **Service Commencement Date** means the date that the Contractor states it is ready to commence the Services or such date that the Parties agree that the Contractor must commence the Services.

1.16 **Service Definition** means the Contractor's description of the As a Service as specified in the Order Documents and may include details of specific inclusions, exclusions, limitations and costs.

1.17 **Services** means the As a Service, any Support Services, Transition in Services, Transition out Services, Training Services provided under clause 10.3 in this Module and any other Deliverables specified in the Order Documents.

1.18 **Software as a Service** means software or an Application that is delivered as an Online Service.

1.19 **Support Services** means any services specified in the Service Definition or Order Documents that are additional to the As a Service and may include, but are not limited to, implementation, user training and ongoing system administration, monitoring and performance management, backup and recovery services.

1.20 **Technical Specifications** means any defined characteristics of the Environment or Services in terms of functionality, performance, availability or dependencies.

1.21 **Third Party Application** means an Application supplied, licensed from or owned by a third party which is used by the Customer.

1.22 **Transition In Services** means any activities specified in the Order Documents or the Service Definition that are to be undertaken by the Contractor prior to the Cutover Date that may include, data migration, business continuity plans, testing of the As a Service, handover arrangements and planning to enable the Customer's operations and Customer Data to be moved to the Services and may also include development of a Transition Out Services plan.

1.23 **Transition Out Services** means any activities specified in the Order Documents or the Service Definition that are to be undertaken by the Contractor after the cessation of the As a Service to enable the Customer's operations and Customer Data to be removed from the As a Service and may include treatment of Customer's documents or materials, transitioning the As a Service to a new service provider or to the Customer, resolving issues relating to technological parity and current industry standards with other service providers and provision of technical documentation for the transfer of Customer Data, and procedures for the return/transfer or deletion of Customer Data.

1.24 **User Documentation** means the user manuals, installation instructions, reference material and other relevant publication and aids and any updates, replacements, revisions and additions (if any) provided or made available by the Contractor from time to time in a hard copy, electronic or online format. User Documentation excludes any document that is training material.

2. TERM OF SERVICES

2.1 The Contract Period:

(a) commences from the Services Commencement Date of the first of the Services to be provided under the Customer Contract; and

(b) continues for the period of time stated in the Order Documents, including any period or periods of extension of the Customer Contract

unless the Customer Contract is terminated sooner in accordance with the Customer Contract and this Module.

2.2 The Contract Period may be extended by agreement between the Parties using the procedure in Schedule 4 – Variation Procedures.

2.3 During the Contract Period, the Customer engages the Contractor to be the provider of the Services.

3. SCOPE

3.1 The Contractor shall provide all Services to the Customer for the Contract Period.

3.2 Should the Contractor employ an agent, subcontractor or third party to perform or carry out any part of the Services, the Contractor is not relieved of its liabilities and obligations arising out of, or in connection with the Customer Contract by such employment.

4 CUSTOMER USE AND ACCESS TO THE AS A SERVICE

4.1 The Customer agrees that the access rights of any Permitted User (for example on a named or password enabled basis) cannot be shared or used by more than one individual, unless the right is reassigned in its entirety to another individual authorised user in which case the first user shall no longer have any right to access the As a Service.

4.2 The Customer acknowledges and agrees that it is the Customer's and/or Permitted Users' responsibility (unless otherwise stated in the Order documents) to acquire, maintain and properly use any device, communications link and software and to update any device, communications link or software if the Technical Specification or the Service Definition change during the Contract Period.

4.3 The Customer acknowledges and agrees that the As a Service may be provided on a shared service basis to the Customer and other clients of the Contractor from a common code base and/or common Environment and the Contractor may from time to time:

(a) change add or delete the functions, features, performance, or other characteristics of the As a Service, and if such change, addition or deletion is made, the specifications of the As a Service shall be amended accordingly; and

(b) correct errors or upgrade the As a Service,

providing that the functionality or availability of the As a Service used by the Customer shall not materially decrease during the Contract Period.

4.4 The Contractor will provide prior written notice via its website or email of major changes or new versions of the Service (if relevant). The Contractor does not guarantee any change, addition, deletion, error correction, patch or new version will be compatible with any application, other software or interface that connects to or interfaces with the As a Service that has been made by or on behalf of the Customer.

4.5   The Contractor will identify any additional guidelines and usage restrictions (if any) that may apply to the As a Service in each Customer Contract. The Customer must use the As a Service in accordance with any such guidelines and restrictions (as updated from time to time) providing such guidelines and restrictions do not result in a material reduction in the level of performance or availability of the As a Service during the Contract Period.

4.6   If the Contractor's changes under clauses 4.3, 4.4, or 4.5 result in a material reduction in the level of performance or availability of the As a Service during the Contract Period the Customer may exercise its rights to terminate the Customer Contract

4.7.   The Customer is solely responsible for all Customer Data and it, and its Permitted Users, are solely responsible for entering Customer Data into the As a Service, maintaining Customer Data (including backing up and restoring Customer Data) and ensuring that it is accurate and not false, misleading or deceptive nor is it likely to mislead or deceive.

4.8   The Customer will comply with all applicable laws in connection with access to or use of the As a Service or the Customer Contract.

5   DATA CONTROL AND AUDIT

5.1   This clause operates during the Contract Period and (where relevant) such period thereafter as the Contractor (including any person on the Contractor's behalf) has access to anything which embodies the Customer Data.

5.2   The Contractor agrees:

(a)   it shall ensure that the As a Service materially complies with the Service Definition;

(b)   it will not vary the Data Centre Region(s) specified in the Order Documents without the prior written consent of the Customer, such consent not to be unreasonably withheld;

(c)   to apply to the Customer Data the level of security and encryption that is specified in the Order Documents;

(d)   it shall implement and comply with any business continuity plan that may be specified in the Order Documents;

(e)   it shall implement and comply with the retention and disposal requirements specified in the Order Documents; and

(f)   it shall ensure the accessibility, usability and preservation of Customer Data does not change detrimentally in any material respect as a result of any changes made by the Contractor to the As a Service and subject to any agreed downtime of the As a Service.

5.3   The Customer agrees that:

(a)   it shall use only the Customer Access Facilities to access the As a Service;

(b)   it shall ensure that the Customer Access Facilities meet the security standards specified in the Order Documents; and

(c)   it shall use its best endeavours to prevent viruses or other harmful or malicious code in the Customer Data and that the Customer Data does not infringe any third party's rights.

5.4   The parties agree that the Customer and/or its representative who may not be a competitor of the Contractor (including a supervisory authority of the Customer) may conduct an audit, at the Customer's cost and up to one time per year. This number of audits may be exceeded

where additional audits are required by any lawful authority The audit shall solely involve access to Customer Data, access to all relevant documentation and access to evidence to verify the Contractor's processes and controls. Such documentation and evidence may include but is not limited to the Contractor's data and logs directly related to the Customer's use of the As a Service, the Contractor's architecture, systems and procedures, independent certifications or interviews.

5.5   If expressly agreed in the Order Documents, the Contractor shall facilitate an on-site visit to the facilities from where the Service is provided at the Customer's cost up to one time per year. The Customer shall give the Contractor reasonable advance written notice of not less than 14 days of any request for an on-site visit. During any on-site visit the Customer and its representatives shall observe the security procedures which the Contractor reasonably requires and ordinarily obtains from third parties. If the Customer conducts an on-site visit through a third party independently appointed representative, such representative shall be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth in the Customer Contract to protect the Contractor's proprietary information. Any on-site visits described in this clause shall be conducted during reasonable times and shall be of reasonable duration and shall not unreasonably interfere with Contractor's day-to-day operations.

5.6   The Contractor will provide production, test, and backup environments in the Data Centre Regions specified in the Order Documents. All activities or services which involve Data Access, storage, hosting or processing of Customer Data will be carried out in the Data Centre Region(s) specified in the Order Documents. The Contractor and its Related Companies may perform certain aspects of the Services from locations and/or through use of subcontractors worldwide, and those services may require access to the Customer's account details or the Contractor's logs and data relating to the Customer's use of the As a Service, but will exclude any use or retrieval of Customer Data.

6.   SERVICE LEVELS

6.1   From the day after the Consolidation Period the Contractor must comply with the terms of the Service Level Agreement, subject to any:

(a)   Event;

(b)   act or omission of the Customer or its Personnel; and

(c)   act or omission of any person who is identified in the Order Documents as being organised by, or under the direction of, the Customer.

7.   RESTRICTIONS

7.1   The Customer shall not:

(a)   remove, alter or obscure any disclaimer or notice, or any restricted right legend, trademark, copyright or other ownership right legend appearing in the As a Service on a screen or any print out from the As a Service;

(b)   allow access to or use of the As a Service for any purpose other than the Approved Purpose;

(c)   copy, adapt, translate, publish, communicate to the public, or create any adaptation, translation, or derivative of the As a Service or the User Documentation, unless expressly permitted by the Customer Contract or the law;

(d)   reverse engineer, reverse compile, decompile or disassemble the object code of any part of the As a Service or otherwise attempt to derive the source code of the As a Service, except to the extent permitted by law; or

(e)   use or permit the use of the As a Service for any purpose that may cause damage or injury to any person or property or breach any law.

8.   LIABILITY

8.1   The Contractor and the Customer agree that, for the purposes of the Services provided under this Module, clause 18.5 of the Customer Contract is replaced with the following:

The Contractor has:

(a) Subject to paragraph (b) below, no financial cap on its legal liability where that liability arises from:

      (i)   bodily injury (including sickness and death), including to the extent that the legal liability is covered by the indemnity in clause 19.1(b); or

      (ii)   loss of, or damage to, tangible property, including to the extent that the legal liability is covered by the indemnity in clause 19.1 (b);

      (iii)   breach of the Contractor's obligation of confidence under or pursuant to clause 14; or

      (iv)   the Contractor's indemnity in respect of breach of privacy obligations as stated in clause 19.1(a)

(b) A financial cap on its legal liability for all claims in the aggregate arising from:

      (i)   the Contractor's indemnity for IP Claims under clause 19.1(c) ; or

      (ii)   liability arising from or in relation to Customer Data,

the greater of $100,000 or three times the annual Contract Value of the affected Service provided under this Module unless a greater amount is specified in the Order Documents.

9.   INFORMATION OWNERSHIP, INTEGRITY AND PRIVACY

9.1   The Contractor does not own or have any interest in or rights to the Customer Data wherever it may be located other than as set out in this Module or the Customer Contract.

9.2   The Customer grants to the Contractor or to any third party associated with the Contractor, a non exclusive, non transferable licence over the Customer Data for the sole purpose of the Contractor performing its obligations under the Customer Contract and enabling the Customer's use of the As a Service including handling Customer Data in accordance with the Customer's instructions.

9.3   The Contractor will ensure continuity of accessibility and usability (in each case, in material compliance with the Service Definition) of all Customer Data regardless of any migration of data to other formats during the Contract Period. The Contractor will notify the Customer of any proposed migration and will allow the Customer to verify data integrity.

9.4   The Contractor may delete, purge and/or disclose Customer Data where it is required to do so under any applicable law. Where the Contractor receives a request to delete, purge and/or disclose any part of the Customer Data, if legally permitted to do so, it shall promptly notify the Customer of the request to enable the Customer to respond.

9.5   Subject to clause 9.4, the Contractor and any third party associated with the Contractor will not access, disclose, delete, process or otherwise use Customer Data for any purpose other than in accordance with the Customer Contract or as expressly authorised by the Customer.

9.6   Without limiting this clause, the Contractor agrees that, in respect of Personal Information it shall comply with applicable privacy laws applicable to its provision of the As a Service.

10. ADDITIONAL SERVICES

Transition in services

10.1 Any Transition In Services shall be provided by the Contractor in accordance with the Order Documents.

Transition out services

10.2 Any Transition Out Services shall be provided by the Contractor in accordance with the Order Documents.

Training services

10.3 The Contractor will provide the Customer with requested training services at the time, and for the price, set out in the Order Documents. The details of the courses, number of attendees, location for training, and which party is responsible for providing the equipment and the price must be set out in the Order Documents.

Documentation

10.4 The Contractor will provide or make available to the Customer, upon request and at no cost to the Customer:

(a) all necessary User Documentation; and

(b) any other Contractor documents listed in the Order Documents to substantiate the Contractor's compliance with its privacy, security and business continuity commitments.

11. WARRANTIES

11.1 The Contractor warrants to the Customer that the Services will perform in accordance with the Service Definition and Technical Specifications in all material respects during the Contract Period. The Contractor does not guarantee that access to and use of the Service will be uninterrupted or error free.

12. PAYMENT AND INVOICING

12.1 The Customer must pay the Contractor for the Services in accordance with the Order Documents.

12.2 If any charge owing by Customer is 30 days or more overdue, and is not in dispute the Contractor will issue a notice to the Customer's Representative named in Item 3 of the General Order Form requiring payment within a further 14 days of the date the notice before taking any further action including suspension of the As a Service.

13. TERMINATION

13.1 In addition to the Customer's right to terminate the Customer Contract in accordance with clause 25 of the Customer Contract and clause 4.6 of this Module, the Customer may immediately terminate the Customer Contract in respect of this Module for cause by providing the Contractor Notice in Writing, if the Contractor persistently breaches the warranties contained in this Module (irrespective of whether such breaches collectively constitute a Substantial Breach) in which event the Contractor will be liable for the Customer's reasonable direct costs and expenses associated with the breach including all reasonable direct costs associated with changing Contractors, subject to the applicable exclusions and limitations of liability set out in this Module and the Customer Contract.

13.2   On termination of this Customer Contract for any reason:

(a)   all licences granted in this Module shall immediately terminate;

(b)   other than in respect of Confidential Information which is Customer Data, each Party shall destroy or return and make no further use of any Confidential Information (and all copies of them) of the other Party;

(c)   the Contractor must delete Customer Data within the period specified in the Order Documents and, if requested by the Customer, provide certification that it has been deleted; and

(d)   at the Customer's request made within 60 days of termination, the Contractor must provide the Customer with access to a copy of all Customer Data in the format specified in the Order Documents or if no format is specified, in the standard format as usually provided by the Contractor.

14.   NO ASSIGNMENT OR NOVATION

14.1   The Contractor must not assign in whole or in part or novate the Customer Contract without obtaining the prior written consent of the Customer, and such consent may be withheld in the Customer's sole discretion except where the novation involves a Contractor Related Company.

15.   INFRASTRUCTURE AS A SERVICE

15.1   Additional terms and conditions may be set out in the Order Documents in relation to Infrastructure as a Service.

15.2   Unless otherwise specified in the Order Documents, the Customer is solely responsible for:

(a)   configuring, installing, maintaining and obtaining licences to any software, applications or other materials that may be installed, located, hosted or otherwise stored on the Infrastructure as a Service;

(b)   ensuring that all content and data stored on or otherwise retained on the Infrastructure as a Service are backed-up and that copies of back-up media are stored securely;

(c)   restoring data or content from back-up media;

(d)   implementing and maintaining security measures to protect the data, software, applications or other materials that are installed, located, hosted or otherwise stored on the Infrastructure as Service;

(e)   obtaining all third party consents that are necessary to enable the Customer to store the relevant data and content on the Infrastructure as a Service; and

(f)   all use of the Infrastructure as a Service by any person.

15.3   The Customer must:

(a)   ensure that all licences obtained by it in relation to software, applications or other materials that are hosted on the Infrastructure as a Service extend to permit the Contractor (and its sub-contractors) to run, execute or otherwise use each such item for the purposes of providing the Infrastructure as a Service; and

(b)   comply with the terms of all licences referred to in paragraph (a) and above clause 15.2(a);

15.4   The Contractor may change the underlying infrastructure used by it to provide the Infrastructure as a Service, provided that any such change does not materially and adversely impact the Customer.

16.   PLATFORM AS A SERVICE

16.1   Additional terms and conditions may be set out in the Order Documents in relation to Platform as a Service.

17.   SOFTWARE AS A SERVICE

17.1   Additional terms and conditions may be set out in the Order Documents in relation to Software as a Service.

17.2   The Contractor or third parties may from time to time make available to the Customer (e.g., through an online exchange) third-party products or services, including but not limited to Third Party Applications. Any acquisition by the Customer of such Third Party Applications, products or services, and any exchange of data between Customer and any Third Party Application provider, is solely between the Customer and the applicable Third Party Application provider. The Contractor is not liable for, and does not warrant or support, third party products or services, whether or not they are designated by Contractor as "certified" or otherwise, except as specified in an Order Documents.

17.3   Any Third Party Applications supplied under Order Documents between Customer and Contractor shall be supplied by the Contractor in accordance with such Order Documents.

17.4   **Third Party Applications and Customer Data**. If the Customer installs or enables Third Party Applications for use with Services, the Customer acknowledges that the Contractor may allow providers of those Third Party Applications to access Customer Data as required for the interoperation and support of such Third Party Applications with the As a Service. The Contractor shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Application providers. The As a Service shall allow the Customer to restrict such access by restricting Permitted Users from installing or enabling such Third Party Applications for use with the As a Service.

17.5   **Reservation of Rights in Service**. Subject to the limited rights expressly granted hereunder, the Contractor reserves all rights, title and interest in and to the As a Service, including all related intellectual property rights. No rights are granted to the Customer hereunder other than as expressly set out in this Module.

17.6   **Customer Applications and Code**. If a Customer, or a third party acting on Customer's behalf, or a Permitted User creates applications or program code using the As a Service, the Customer authorizes the Contractor to host, copy, transmit, display and adapt such applications and program code, solely to enable the Contractor to provide the Service in accordance with the Order Documents. The Contractor acquires no right, title or interest from the Customer or its licensors in or to such applications or program code, including any intellectual property rights therein.

MODULE ORDER FORM

MODULE 10 – AS A SERVICE

Box 1 Services

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Contract Period (clause 2.1)	
Specify the Services Commencement Date, and, if applicable, the period of time for which the Services will be provided	The Services Commencement Date and the Contract Period are as per the General Order Form or as otherwise agreed in writing between the Parties.
Service definition (clause 2.3)	

Describe the Service to be provided, ie:
a. Infrastructure as a Service
b. Platform as a Service
c. Software as a Service, and
d. any Management Services (unless subject to a separate module), eg
  – implementation
  – user training
  – support services
  – ongoing system administration
  – monitoring and performance management
  – backup and recovery services
The Service Definition should include the strategy for the delivery of the Services that is appropriate for the Customer's needs and its user population, such as:
a. identification of the Services to be performed
b. identification of Client Contracts and Third Party Contracts and how they are to be managed
c. a mechanism to determine when Transition In Services are complete and the Services can commence
d. implementation of the Services, and
Note: Module 10 expects that the Parties will enter into a Service Level Agreement.
 	
Specify any **Support Services** that are additional to the As a Service and may include, but are not limited to, implementation, user training and ongoing system administration, monitoring and
	Software as a Service as further described in Schedule 3 (Service Level Agreement), Schedule 12 (PIPP) and in this Order Form.

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
performance management, backup and recovery services.	
Training Services (clause 10.3)	
Specify whether the Contractor will provide any training services associated with the Service. If yes, specify the time when training services will be provided.	The Contractor will provide training services in accordance with Schedule 12 (PIPP).
Documentation (clause 10.4)	
Specify any Contractor documents, in addition to User Documentation, to substantiate the Contractor's compliance with its privacy, security and business continuity commitments.	Refer to Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).
Pricing	
Specify whether the Service is for a fixed price or on a subscription basis. If for a fixed price, set out the pricing for the Service. If on a subscription basis, specify how payment is made (eg monthly, yearly, etc). Specify the price of any training services. (clause 10.3)	Pricing as per Schedule 12 (PIPP). Subscription payments to be made monthly in advance. Payment terms as per Schedule 12 (PIPP).
Approved Purpose (clauses 1.2 and 7.1(b))	
Specify the purpose for which the Customer and Permitted Users shall use the Service.	Refer to Attachment A of Schedule 12 (PIPP), as limited by Schedule 13 – Attachment 1 (Use Terms).

Box 2 Transition In

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Specification of Transition In Services (clause 10.1)	
Specify any Transition In Services to be provided, such as: a. due diligence b. data migration c. business contingency plans d. testing of Services e. handover arrangements **Due diligence** may include assessment and definition of the:	As set out in Schedule 12 (PIPP).

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
a. Customer's goals, requirements and expectations in respect of the Services	
b. Contractor's understanding of the Customer's and/or user's experience and requirements in relation to the Services	
c. objectives to be met by the Contractor	
d. nature and scope of the Service, including the Environment, the Assets, Client Contracts and Third Party Contracts (and any requirement to novate or assign any of them)	
e. end users who will be supported by the Service	
f. necessary Assets and Additional Items and how they may need to be procured	
g. migration of Customer Data	
h. data retention and disposal requirements	
i. required Deliverables	
j. resources required (including any Customer Supplied Items or Customer assistance)	
k. complexity of the project, and	
l. any Transition Out Services plan.	
Data migration services should include the drafting of a Procedures Manual (if one does not exist as part of the Service Definition) for approval by the Customer (eg within 14 days). The Procedures Manual should describe the key attributes of the Services, including:	
a. the governance arrangements between the Customer and the Contractor	
b. the governance arrangements dealing with the Contractor and any third parties	
c. the protocols for managing security issues between the Parties	
d. the protocols for identifying and managing risks	
e. how the key aspects of the Services will be provided to the Customer	
f. the procedures for varying Services and providing Additional Services	
g. how user complaints and disputes will be managed	

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
h. updating the Procedures Manual i. Data backups, if required outside of disaster recovery processes. Note: Once the Procedures Manual has been approved by the Customer it forms part of the Customer Contract and the Parties must perform their obligations in accordance with it. **Business Contingency Plan** The Parties may agree to include a Business Contingency Plan in accordance with clauses 6.45 to 6.48 of Part 2 of the Procure IT Framework.	Business Contingency Plan to be updated and kept up to date by the Contractor as provided in Item 24 of the General Order Form.

Box 3 Customer Use and Access to the As a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Terms under which the Service is available (clause 4.1)	
Consider issues including; a. authorisation to access the Service, eg individual and multi-user passwords b. maximum Contractor Systems capacity c. is the Customer responsible to acquire, maintain and properly use any device, communications link and software and to update any device, communications link or software if the Technical Specification of the Service Definition changes during the Contract Period d. is the Service provided on a shared service basis to the Customer and other clients from a common code base and/or common environment e. conditions under which the Contractor may change any characteristics of the Service, and if the specifications of the Service must be amended accordingly; and f. conditions under which the Contractor may correct errors patch or install new versions of the Service.	As detailed in Schedule 3 (Service Level Agreement) and Schedule 13 (Additional Conditions).
Data Centre Region (clause 5.2(b) and clause 5.6)	
Specify the physical location(s) by country	The NSW Government Data Centre, subject to

MODULE ORDER FORM
MODULE 10 – AS A SERVICE

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
or region of the contractors computing hardware and software used to store, host and process Customer Data, including production, test and backup environments. Note: the location(s) must not be changed without the prior written consent of the Customer (cl. 5.2(b)).	the exceptions outlined in Attachment 3-4 (Security Services) to Schedule 3. NSW, Australia.

Box 4 Data Control and Access

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Security and Encryption (clause 5.2(c))	
Specify the level of security and encryption required for the Customer Data as defined by the Customer's Information Security Management System (ISMS). Note: All NSW Government Departments, Statutory Bodies and Shared Service Providers are required to have an ISMS.	As set out in Items 25 and 30 of the General Order Form.
Business Continuity Plan (clause 5.2(d))	
Detail any business continuity plan, including backup and disaster recovery procedure, in place for implementation by the Contractor, if required.	As set out in Item 24 of the General Order Form.
Data Retention and Disposal (clause 5.2(e))	

Specify the retention period for the Customer Data and retention and disposal requirements the Contractor will implement and comply with in relation to Customer Data.	Minimum requirements are:
	• Data will remain live in the production environment until archived
	• Off-line archiving should take place no earlier than 7 years after the record is closed
	• On-line archiving should take place no earlier than the later of:
	    o the end of the initial Contract Period *[Note to Accenture: This will be determined in establishing the Schedule 12 PIPP.]*; and
	    o 2 years after the record is closed,
	    unless otherwise agreed between the

	parties.
Security Standards for Customer Access Facilities (clause 5.3(b))	
Specify the security standards that the Customer Access Facilities will meet.	Refer to Schedule 3 (Service Level Agreement).
On-site visit (clause 5.5)	
Specify any requirements by the Contractor for on-site visits to the facilities where the Service is provided.	Data Centre or Delivery Location procedures and policies to be observed in relation to any access, and to be at Customer cost. The on-site visit may not be conducted by one of the competitors of the Contractor who offer a like Service and the Contractor must provide on a periodic basis to the Customer a list of the competitors to which this restriction would apply. The list as at the date of this Customer Contract is: ██████████████ ████████████████ ███████████████ ████ ████████████████ █████████████████ ███ █████████████████ █████████

Box 5 Service Levels

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Consolidation Period (clause 6.1)	
The Consolidation Period is defined as the first month of the provision of the As a Service (cl. 1.7). Specify if another period is required. If yes, what is the period?	The Consolidation Period will be three months for each deployment.

Box 6 Payment and Invoicing

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Payment for services (clause 12.1)	
Terms of payment should include details of the Services provided. Note that no payment is due where termination of the contract is occasioned by the Contractor's breach of the contract. The Contractor must send the Customer a Correctly Rendered Invoice for each payment before the relevant amount is due. Payment terms must be consistent with NSW Government policy.	As detailed in Schedule 12 (PIPP).

Box 7 Transition Out

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Transition Out Services (clause 10.2)	
If required, Transition Out Services may include: a. returning or destroying documents or materials, together with any reproduction of those documents or materials b. transitioning the Service to a new service provider or to the Customer c. granting or assisting the Customer (or new service provider) to procure a licence to continue using any generally commercially available software in the Australian market which is the same as that being used in the System, and any software owned by the Contractor which is integral to the ongoing provision of the Service, subject to payment of licence fees by the Customer (or new service provider) d. ensuring technological parity with other service providers, and the provision of sufficient technical documentation, to enable successful and cost-effective transfer of the Customer Data e. procedures for the return/transfer or deletion of Customer Data upon termination of the contract; or in the event that the Contractor becomes subject to corporate takeover or insolvency. Consider issues relating to: a. regular (eg annual) review of the	Transition Out Plan as detailed in Attachment 13 -4 ((Transition Out Services and Catalogue Pricing Adjustments) to Schedule 13 (Additional Conditions) to be provided by the Contractor before each deployment Cutover Date as per Schedule 12 (PIPP).

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Transition Out Services agreement b. how and when the Transition Out Services are brought into effect. Specific matters that may be covered in the agreement include that the Contractor, in consultation with the Customer and as stated in the Transition Out plan: a. return any Customer Supplied Item(s) b. freeze non-critical software changes in any of the Customer's software that is being supported as part of the Service c. provide all reasonable transition assistance for the delivery of Customer Data to the new service provider or to the Customer and the reloading of the production databases d. provide a list of outstanding service desk issues (provided as a csv file or as otherwise agreed by the Parties in the Transition Out Plan) e. provide a list of the outstanding issues detailed on any issues register f. answer questions and provide such other information as may be reasonably sought by the new service provider and/or by the Customer to assist it in the transition process g. surrender any remaining Customer owned reports and documents still in the Contractor's possession, and that h. the Contractor ceases to become liable to perform any part of the Service after it is transitioned to a new service provider or to the Customer i. the Contractor's obligations to meet the Service Levels is not reduced and the Contractor remains liable for failing to meet any j. the Customer must continue to pay the full Services Price until the last day of the Contract Period, notwithstanding that some or all of the Service may have been transitioned to a new service provider or to the Customer (unless otherwise agreed in the Order Documents) k. the Contractor must, subject to clause 13.2, return to the Customer all Customer Data within 14 days of termination of the Customer Contract	

MODULE ORDER FORM
MODULE 10 – AS A SERVICE

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
and back up and secure Customer data for a further 60 days after termination of the Customer Contract, and	
l. grant or assist the Customer (or new service provider) to procure a licence to continue using any generally commercially available software in the Australian Market which is integral to the ongoing provision of the Services, subject to payment of licence fees by the Customer (or new service provider), and	
m. not delete any Customer Data at the end of the Customer Contract without the express prior approval of the Customer.	

Box 8 Return of Customer Data on termination

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Customer data deletion and certification (clause 13.2(c))	
Specify the period within which the Contractor must delete the Customer Data and whether certification it has been deleted is required.	Within 30 days of completion of the Transition Out Services. Certification of deletion of Customer Data is required. Details to be agreed in the Transition Out Plan.
Customer data format (clause 13.2(d))	
Specify the format that the Customer Data must be provided to the Customer.	As required by the Customer. Details to be agreed in the Transition Out Plan.

Box 9 Additional terms –Infrastructure as a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (cl. 15.1)	
Specify any additional terms and conditions in relation to Infrastructure as a Service.	Not applicable.

Box 10 Additional terms – Platform as a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (cl.	

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
16.1)	
Specify any additional terms and conditions in relation to Platform as a Service.	Not applicable.

Box 11 Additional terms – Software as a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (cl. 17.1)	
Specify any additional terms and conditions in relation to Software as a Service. Specify whether the Contractor warrants or supports third party products or services. (cl. 17.2). Specify any Third Party Applications supplied by the Contractor (cl. 17.3).	Additional terms and conditions are included in Schedule 13 (Additional Conditions). The Parties agree that Software as a Service is based on an installation of Third Party Applications (SAP Software) which is Contractor hosted, configured with the Contractor's proprietary implementation for Public Service known as "AESG" and delivered to the Customer As a Service. The Customer will provide licences to such Third Party Applications as Customer Supplied Items (see the General Order Form). The Contractor will be required to support these Third Party Applications in accordance with the terms of Schedule 3 (Service Level Agreement). The following Third Party Applications will be used by the Contractor to deliver Transition In or Support and Maintenance Services and the Contractor may grant Customer Personnel access to these service tools:

For the purposes of clause 13.1 of Module 10, the Customer must prior to terminating the Customer Contract:

- provide the Contractor with a notice of its intention to terminate; and

- provide the Contractor with a period of 10 Business Days in which to remedy the non-performance.