

3. Governance framework (cl. 8.1)	Committee	SteerCo Commercial	SteerCo Strategic	Operational	Security Review
	Agenda	KPI & SLA trending Variance analysis Project forecasting Resource planning Process efficiency Cost reduction Quality review Client satisfaction	Performance overview Draft Aboriginal and SME plan review Customer's business goals Market insights Technology and innovation Risk mitigation People/relationships Service Level Agreement Future state	SLA compliance Project updates Issue resolution Billing queries	Confirm compliance with contractual security requirements; joint risk assessment; assess adequacy of security processes; considers issues for change via Change Order
	Customer attendees	Executive Director Customer Service Fines & Debt Executive Director Customer Service Taxes & Grants Contracts & Commercial Performance representative	Executive Director Customer Service Fines & Debt Executive Director Customer Service Taxes & Grants Executive Director Revenue Digital Contracts & Commercial Performance representative	Principal Product Owners Contracts & Commercial Performance representative	DCS Information Security representative Manager Digital & Data, Risk and Compliance Contracts & Commercial Performance representative
	Supplier Attendees	Account Director Relationship Manager Client Services Manager	Managing Director General Manager, Sales & Solutions Head of Solutions Head of Relationship Management Account Director Relationship Manager	Client Services Coordinator Client Services Team Leader	CCS Client Assurance Representative Head of Relationship Management Relationship Manager
	Meeting Frequency	Monthly / Quarterly or as otherwise agreed by the parties	6 Monthly or Annually or as otherwise agreed by the parties	Fortnightly or as otherwise agreed by the parties	Annually or within 10 Business Days following a Security Incident
4. New Materials (cl. 9.3(a))	The New Materials to be owned by the Customer are: 1 Any artwork, materials, specifications and designs developed by the Supplier for the creation of Customer templates used in the Services; and 2 Any Customer templates in any form created by the Supplier for the Customer for use in connection with the Services.				

5. Location of Customer Materials (cl. 10.4(c))	Data centre locations	Computershare Data Centres 1 Yarra Falls, 452 Johnston Street, Abbotsford, VIC, 3067 2 21 Wirraway Drive, Port Melbourne, VIC, 3207
	Production facilities	1 6 Hope Street, Ermington, NSW, 2115 2 21 Wirraway Drive, Port Melbourne, VIC, 3207
	Security of Customer Materials conditions	1 Refer to the Security Measures in Schedule 1 Scope of Services
	Locations outside of NSW where Customer Materials may be stored, processed, accessed, disclosed or viewed by the Supplier, and any conditions for such	Melbourne Victoria The Customer consents to Customer Materials being stored, processed, accessed, disclosed or viewed by the Supplier outside of NSW from the Melbourne Victoria locations
6. Standards for Services (cl.17.1(a)(i)(F))	1 ISO9001:2015 Quality management systems — Requirements 2 ISO 1831:1980 Printing specifications for optical character recognition 3 Australia Post Address Presentation Standards https://auspost.com.au/content/dam/auspost_corp/media/documents/australia-post-addressing-standards-1999.pdf 4 Delivery Point Identifier (DPID) https://auspost.com.au/content/dam/auspost_corp/media/documents/australia-post-data-guide.pdf	
7. Notices (cl. 24.11)	Customer	Attention: [REDACTED] Address: [REDACTED] Email: [REDACTED]
	Supplier	Attention: [REDACTED] Address: [REDACTED] Email: [REDACTED]

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Agreement Terms and Conditions

Background

- A. The Supplier is a supplier of the Services and has represented to the Customer that it is capable of supplying the Services to the Customer.
- B. The Customer and the Supplier have agreed to enter into this Agreement on the terms and conditions set out in this document.

Part A Overview

1 Defined terms, interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter which is defined in the Dictionary has the meaning given to it in the Dictionary.

1.2 Interpretation

The interpretation clause in the Dictionary sets out rules of interpretation for this Agreement.

2 About this Agreement

2.1 Overview

- (a) This Agreement comprises the following documents:
 - (i) Clauses 1 to 24 inclusive;
 - (ii) the Dictionary;
 - (iii) the Agreement Details; and
 - (iv) the Schedules and Attachments to this Agreement.
- (b) In the event of any conflict or inconsistency between any of these documents, the document listed higher in the list will prevail over the document listed lower regardless of anything to the contrary in those documents.

2.2 Term

- (a) This Agreement begins on the Commencement Date and continues for the Initial Term, unless extended by the Customer under paragraph (b) or terminated earlier in accordance with its terms.
- (b) The Customer may exercise the options in Item 1 of the Agreement Details to extend the Term of this Agreement on the same terms and conditions, for the period not exceeding the relevant Renewal Period, by giving the Supplier a notice in writing at least 90 days prior to the end of the then-current Term.

2.3 No exclusivity

The Supplier acknowledges and agrees that the Supplier is not an exclusive provider of the Services to the Customer.

2.4 No commitment

The Supplier acknowledges and agrees that nothing in this Agreement requires the Customer to guarantee a minimum level of procurement (whether quantified in volume of Services or money) from the Supplier in any period during the Term.

Part B Services

3 Performance of the Services

3.1 Scope

- (a) The Supplier must provide the services specified in Schedule 1 Scope of Services and any disengagement services required in accordance in this Agreement.
- (b) The Parties acknowledge and agree that:
 - (i) the Services include the provision of the Application which is provided under the terms of the Licence;
 - (ii) although this Agreement may describe certain services, tasks, and obligations that must be performed by, or met by, the Supplier under this Agreement, it is not intended for this Agreement to describe every service, function or responsibility that is within the scope of the Supplier's obligations necessary to perform the Services under this Agreement;
 - (iii) the Supplier has, subject to this Agreement, the ability to determine how it will perform the Services so as to meet the requirements of this Agreement; and
 - (iv) the Supplier may use its experience, resources, and expertise to determine how to best perform the Services in order to meet its obligations under this Agreement.
- (c) The Parties acknowledge and agree that in addition to the services, functions, responsibilities and tasks expressly described in this Agreement, the following are deemed to be included in the Services as if expressly described therein:
 - (i) all services, functions, responsibilities and tasks that are reasonably incidental and necessary for, the proper performance and provision of the Services in accordance with this Agreement; and
 - (ii) communication and coordination of efforts by and among Supplier Personnel as required to perform such services, functions, responsibilities, and tasks pursuant to this Agreement.
- (d) The Supplier is responsible for all internal project management and tasks required to meet the Supplier's obligations under this Agreement.

3.2 Transition in Services

- (a) If the Agency requires transition in services, the parties will follow the processes in clause 7 to mutually agree a Change Order.
- (b) At a minimum the Supplier must ensure a seamless transition from as applicable, other supplier systems, services and arrangements to the new Services with no disruption, other than when such disruptions are unavoidable.
- (c) Any unavoidable disruption within the Supplier's reasonable control must be:
 - (i) minimised in its impact and duration; and
 - (ii) planned, assessed and Agency approval achieved prior to proceeding, and must be implemented in accordance with Agency change management processes as far as reasonably possible given the cause and nature of the disruption.

3.3 Performance

- (a) The Supplier must meet the following objectives for the Services:
 - (i) deliver the Services in a manner that is highly responsive, technologically contemporary, and cost effective to the Agency; and
 - (ii) continuously improve the quality, effectiveness and efficiency of the Services and their delivery.
- (b) The Services must:
 - (i) meet the requirements in Schedule 1 Scope of Services and other requirements set out in this Agreement;
 - (ii) be provided efficiently, competently and to the standard of skill and care expected of a supplier qualified, competent and experienced in the provision of services substantially similar to the Services;
 - (iii) be performed in a manner that meets or exceeds the Service Levels;
 - (iv) be performed in accordance with all laws and regulations applicable to the performance of the Supplier's obligations under this Agreement and the supply of the Services;
 - (v) provide the opportunity to partner with the Customer to increase Aboriginal skills and economic participation in the delivery of Services to assist the Customer to meet the objectives of the NSW Government Aboriginal Procurement Policy and in accordance with the plan in Schedule 4; and
 - (vi) provide the opportunity to partner with the Customer to enable the participation of small to medium enterprises and regional businesses in the delivery of Services and to meet economic, ethical, environmental and social priorities to meet the objectives of the NSW Government Small and Medium Enterprise and Regional Procurement and in accordance with the plan in Schedule 5.

- (c) The Supplier must notify the Customer if it becomes aware that it is not able to, or reasonably anticipates that it is not able to, supply the Services in accordance with this Agreement.
- (d) The Supplier agrees to make available to the Customer and keep updated all materials, guidance or documents needed for the Customer to effectively utilise the Services.

3.4 Customer Obligation

The Customer must provide, in a timely manner, all information, data and documentation (and any other assistance) reasonably required by the Contractor to properly perform the Services, and ensure to the best of its ability that the information, data and documentation is accurate and complete. To the extent permitted by law, the Supplier excludes liability for any loss or damage incurred by the Customer as a result of:

- (a) any failure by the Customer to comply with this clause or with any other responsibilities of the Customer set out in this Agreement;
- (b) any failure by the Customer to provide the Supplier with information, data or documentation (or any other reasonable assistance) that the Supplier requests; or
- (c) the Supplier acting in accordance with a request or instruction of the Customer where to do so would be outside the scope of the Services or requirements agreed between the parties.

4 Prices

Subject to any price increase mechanism set out in the Pricing Schedule:

- (a) the parties agree that the prices set out in the Pricing Schedule represent the maximum Price payable by the Customer for the relevant Service.
- (b) the Supplier may not charge or seek to charge the Customer an amount greater than that set out in the Pricing Schedule, including any discount, credit, rebate or other similar benefit specified in the Pricing Schedule.
- (c) if, at the end of this Agreement, the Customer has accrued a discount, credit, rebate or other similar benefit that has not been credited or otherwise provided to the Customer, then, if requested by the Customer, the Supplier must pay to the Customer an amount equivalent to the value of the accrued discount, credit, rebate or other similar benefit.

5 Service Levels

Without limiting any right or remedy available to the Customer under this Agreement (including under clause 21.1(a)) or at law:

- (a) if the Supplier does not meet a Service Level, then the consequences for failing to meet a Service Level are as set out in Schedule 1 Scope of Services; and
- (b) if the Supplier fails to meet the same Service Level 3 times in any consecutive 6-month period during the Term, then the Customer may terminate this Agreement under clause 21.1(d).

6 Subcontracting

6.1 No subcontracting without consent

- (a) The Supplier must not subcontract any of its obligations to any third party, without the Customer's prior written consent, subject to paragraph (b).
- (b) If the Customer consents to any subcontractor on a conditional basis, then the Supplier must comply with those conditions if it engages that subcontractor.
- (c) A permitted subcontractor may not further subcontract the relevant obligations to another person without the Customer's prior written consent.
- (d) The Customer may, by written notice to the Supplier, revoke its consent to any permitted subcontractor if the Customer, acting reasonably, has concerns about that permitted subcontractor's:
 - (i) performance of services in connection with this Agreement; or
 - (ii) compliance with (or ability to comply with) the terms of this Agreement.

6.2 Supplier remains responsible

- (a) The Supplier is solely responsible for managing its supply chain and any risks in its supply chain.
- (b) Any subcontracting by the Supplier does not relieve the Supplier of any of its obligations under this Agreement.
- (c) The Supplier must ensure that each of its subcontractors comply with all of the terms of this Agreement to the extent they are relevant to that subcontractor.
- (d) The Supplier is responsible for its subcontractors, and liable for their acts and omissions as though they were the acts and omissions of the Supplier.

6.3 Third Party Suppliers

Notwithstanding any other provision of this Agreement, in no circumstances will the Supplier be held liable for the acts and omissions of any unaffiliated third parties (other than sub-contractors appointed under clause 6.1), including Australia Post and telecommunications companies, even where the Supplier has paid the costs of those parties on behalf of the Customer, provided that in selecting those parties the Supplier has exercised due care.

7 Change Orders

7.1 If the Customer wants to vary the Agreement:

- (a) the Customer will request a variation by providing a draft Change Order setting out the proposed variations;
- (b) within 10 Business Days of receiving the Customer's Change Order, or within another period agreed by the parties, the Supplier must respond in writing to the Customer advising whether it is prepared to accept the proposed draft Change

Order and, should it accept such draft, specifying what impact those variations will have on:

- (i) the Prices;
 - (ii) the Services;
 - (iii) the Service Levels;
 - (iv) Supplier's ability to perform its obligations under the Agreement; and
 - (v) the Agreement;
- (c) within 10 Business Days after receiving the Supplier's response, or within another period agreed by the parties, the Customer must give the Supplier a written notice accepting or rejecting the response; and
- (d) if the Customer accepts the response, the parties must execute the Change Order.

7.2 If the Supplier wants to vary the Agreement:

- (a) the Supplier will request a variation by providing a draft Change Order setting out the proposed variations and specifying what impact those variations will have on:
- (i) the Prices;
 - (ii) the Services;
 - (iii) the Service Levels;
 - (iv) the Supplier's ability to perform its obligations under the Agreement; and
 - (v) the Agreement;
- (b) within 10 Business Days after receiving the Supplier's Change Order, or within another period agreed by the parties, the Customer will decide whether it is prepared to accept the proposed draft Change Order and, should it accept such draft, respond in writing to the Supplier; and
- (c) if the Customer accepts the request, the parties must execute the Change Order.

7.3 Changes to Price

- (a) Any changes to the Prices associated with a variation to the Agreement must:
- (i) not exceed any reasonable additional cost; and
 - (ii) take fully into account any reduction in the cost of provision of the Services from efficiency improvements, increased volume or otherwise.

7.4 Management of variations

- (a) Any variation to the Agreement takes effect from the date on which the parties execute a Change Order, or any other date specified in the Change Order.

- (b) For clarity, the Parties acknowledge and agree that the Agreement may be changed in accordance with any flexibility arrangements specified within the Agreement itself.

8 Performance Management and Governance

8.1 Governance

Each party agrees to comply with the governance framework specified in Item 3 of the Agreement Details and this clause 8, including to make available suitably qualified personnel to attend governance meetings.

8.2 Reporting

- (a) The Supplier will provide as part of the Services to the Customer the following reports and reporting tools as further described in the Proposal:
 - (i) from its Computershare Production Platform daily processing and reconciliation reporting;
 - (ii) from its CCS communication Centre real-time (half hourly updates) of all streams of work in production;
 - (iii) a reporting dashboard of Services that tracks progress of the Services in the Supplier's workflow;
 - (iv) the Supplier's performance against the Service Levels, on a monthly basis, including any accrued service credits;
 - (v) reporting as required under Schedule 1 Scope of Services; and
 - (vi) any reporting as reasonably requested by the Customer from time to time, including as may be required by the Customer to enable the Customer to meet its internal and NSW Government compliance, regulatory and operational reporting obligations.
- (b) The Customer may share the details of a report for governance, audit or reporting purposes, or for any other reasonable business purposes.

9 Intellectual property

9.1 Services

- (a) The Supplier owns all rights, title, and interest in and to the Services, including in all materials provided or made available by the Supplier to the Customer in connection with the Services which the Supplier provides or makes available to its customers generally.
- (b) The Supplier grants to the Customer a royalty-free licence to access and use the Services until the expiry or termination of the Agreement, including the Disengagement Period (if any) for the purposes of enjoying the full benefit of the Services and exercising the Customer's rights under this Agreement.

- (c) The licence granted in clause 9.1(b) permits the Customer to sublicense any of the rights in this clause 9.1, without additional charge, to any third party performing services on behalf of the Customer in connection with the Services.
- (d) The Customer may authorise any of its Customer Users to exercise any of the Customer's rights under paragraph (b). The Customer is responsible for the acts and omissions of its Customer Users, in respect of the Services, as though they were the acts and omissions of the Customer.

9.2 Existing Materials

Each party and its licensors will retain all title and Intellectual Property Rights in their respective Existing Materials. Each party grants to the other party the right to use, sublicense, supply or reproduce:

- (a) the Existing Materials; and
- (b) all methodologies, processes, techniques, ideas, concepts and know-how embodied in the Existing Materials,

to the extent the Existing Materials are required for use in connection with the Services.

9.3 New Materials

- (a) Where the Supplier creates New Materials in providing the Services to the Customer the Intellectual Property Rights in those New Materials are owned by the Supplier.
- (b) The Supplier grants to the Customer a perpetual, non-exclusive, irrevocable licence to use the New Materials, in connection with the Customer's access and use of the Services. The Customer may sublicense or transfer its right to use the New Materials to any other NSW Government Agency that is a Customer User who may use such New Materials in connection with its access, use and interaction with, the Services.
- (c) If the parties agree in Item 4 of the Agreement Details that any New Materials are owned by the Customer, then, except as set out in subclause (ii):
 - (i) ownership of all rights, title and interest in that New Material vests in the Customer on creation or is assigned by the Supplier to the Customer on creation. The Supplier agrees to do all things necessary to assign ownership in the New Material to the Customer; and
 - (ii) the Customer grants to the Supplier a non-exclusive, non-transferable, non-sublicensable (except to permitted subcontractors) and royalty free license to use the New Material for the sole purpose of providing the Services to the Customer until the expiry or termination of this Agreement.
- (d) To the extent that the Supplier incorporates any Existing Materials into the New Materials referred to in subclause (c) above, the Supplier grants to the Customer perpetual, non-exclusive, irrevocable and royalty-free licence to use such Existing Materials to the extent necessary for Customer to receive the benefit of the New Materials. The Customer may sublicense or transfer its right to use such Existing Materials to any other NSW Government Agency that is a Customer User who may use such Existing Materials to the extent necessary for Customer User to receive the benefit of the New Materials.

9.4 Intellectual property warranties

The Supplier represents, warrants and undertakes that:

- (a) the Supplier has all the Intellectual Property Rights required to:
 - (i) supply the Services to the Customer; and
 - (ii) enable the Customer and each Customer User to use the Services in the manner envisaged by this Agreement; and
- (b) the Supplier's supply of the Services to the Customer, and the Customer and each Customer User's use of the Services in the manner envisaged by this Agreement will not infringe any other person's Intellectual Property Rights.

Part C Customer Materials and security

10 Customer Materials

10.1 Ownership of Customer Materials

- (a) The Supplier agrees that:
 - (i) all Customer Materials are owned by the Customer;
 - (ii) Customer Materials are the Customer's Confidential Information; and
 - (iii) the Supplier must protect Customer Materials in accordance with the security obligations set out in this Agreement, and in accordance with the scheme set out in Schedule 1 Scope of Services Attachment C Information Classification Scheme.
- (b) The Supplier acknowledges that the Customer's ability to access and use the Customer Materials are fundamental to the business and operations of the Customer.
- (c) The Supplier must not:
 - (i) use any Customer Materials to perform data analytics;
 - (ii) perform any data analytics on Customer Materials; or
 - (iii) otherwise seek to manipulate or derive any data from any Customer Materials.
- (d) Nothing in this clause 10.1 limits the Supplier's ability to use performance related data that is derived from the Customer's use of the Services, provided that such data does not:
 - (i) identify the Customer, any Customer User or any individual to which the Customer Materials relates, and it is not possible for these entities or persons to be re-identified from such data; or
 - (ii) contain any Customer Materials, and it is not possible for the content of any Customer Materials to be deduced or inferred from such data.

(Performance Data).

- (e) The Supplier owns the Performance Data.
- (f) If any Customer Materials are created by the Supplier, then ownership of all rights, title and interest in that Customer Materials vests in the Customer on creation and the Supplier hereby assigns all rights, title and interest in the Customer Materials to the Customer on creation. The Supplier agrees to do all things necessary to assign or vest ownership of all rights in that Customer Materials to the Customer, on creation.

10.2 Licence to use Customer Materials

- (a) The Customer grants the Supplier a licence to use the Customer Materials for the sole purpose of providing the Services to the Customer.
- (b) The licence in 10.2(a) is non-exclusive, non-transferable, non-sublicensable (except to permitted subcontractors) and royalty free and continues until the expiry or termination of this Agreement.
- (c) Except as set out in this clause 10.2, the Supplier does not gain any other rights or permissions to the Customer Materials.

10.3 Supplier's Personnel who have access to Customer Materials

The Supplier must:

- (a) complete background screening and reference checks for the Supplier's Personnel who are able to view or access Customer Materials including 100 Point Check (Australia ID check); Entitlement to Work (ETW) in Australia; Australian National Police (ANP) check; Sanctions check; and Bankruptcy check; and
- (b) not use any Personnel who have failed any check specified in paragraph (a) in the performance of any Services under this Agreement.

10.4 Storage and transfer of Customer Materials

- (a) The Supplier must ensure that it provides the Services from the production facilities and data centres as specified in Item 5 of the Agreement Details, and only from those data centres or otherwise only from data centres located in Australia.
- (b) The Supplier must not:
 - (i) store, process, access, disclose or view Customer Materials; or
 - (ii) perform any of its obligations under this Agreement which could involve Customer Materials being stored, processed, accessed, disclosed or viewed, outside of New South Wales, except as permitted under paragraph (c).
- (c) The Supplier may store, process, access, disclose or view Customer Materials, outside of New South Wales:
 - (i) at the locations specified in Item 5 of the Agreement Details and in compliance at all times with any conditions specified in Schedule 1 Scope of Services;

- (ii) where necessary to comply with the law or a binding order of a Governmental body (such as a subpoena or court order) imposed on the Supplier, provided that the Supplier gives the Customer reasonable notice of any such legal requirement or order to enable the Customer to seek a protective order or other appropriate remedy; and
- (iii) the Supplier may access or view Customer Materials from outside the locations specified in Item 5 of the Agreement Details via remote access for the sole purpose of performing the Services, to the extent permitted in Schedule 1 Scope of Services, and in any event, subject to and in compliance with clause 10.3,

however, the Supplier must not store, process, access, disclose or view any Customer Materials from a location that is in a jurisdiction that is the subject of sanction, embargo, export control or similar Laws in Australia, New Zealand, the United States of America, the United Kingdom or the European Union.

- (d) The Supplier must ensure the handling of any other Customer Materials complies with the requirements specified in Schedule 1 Scope of Services, the terms of this Agreement and any other security requirements of the Customer.
- (e) For clarity, nothing in this clause 10.4 relieves the Supplier of its obligations under clause 11.
- (f) If requested by the Customer, the Supplier must provide the Customer with a report setting out how it will comply with its obligations under this clause 10.4.

10.5 Change to location of Customer Materials

- (a) If the Supplier wishes to change:
 - (i) the data centre locations specified in Item 5 of the Agreement Details; or
 - (ii) or any of the conditions specified in Schedule 1 Scope of Services,then the Supplier must provide the Customer with written notice of such change, at least 6 months in advance of when the Supplier wishes that change to take effect.
- (b) The Supplier must not propose changing the location of its data centre(s) or other location specified in Item 5 of the Agreement Details to any location that is in a jurisdiction that is the subject of sanction, embargo, export control or similar Laws in Australia, New Zealand, the United States of America, the United Kingdom or the European Union.
- (c) The Supplier must ensure that the notice it provides under paragraph (a) sets out:
 - (i) the proposed change to location or conditions;
 - (ii) the date on which the Supplier proposes the change will occur; and
 - (iii) the impact of such changes on the Customer's ability to access, use and interact with, the Services,

and the Supplier agrees to provide all assistance reasonably requested by the Customer to assess the proposed change to location or conditions.

- (d) If the Customer notifies the Supplier that it wishes to propose a change to any aspect of the Services or this Agreement based on any reasonable concerns with respect to the information provided to it under clause 10.5(a) then the parties must use good faith endeavours to negotiate and execute a Change Order to seek to reflect such change. If the Customer wishes to notify the Supplier under this clause, then it must do so within 30 days of receiving the Supplier's notice under paragraph (a).
- (e) If the parties are unable to reach an agreement on how the Customer's concerns may be addressed under paragraph (d) by the earlier of:
 - (i) one month after the Customer provides its notice to the Supplier under paragraph (d);
 - (ii) the date specified in the Supplier's notice under paragraph (c)(ii),then, the Customer may terminate any relevant Services on at least 1 months' notice to the Supplier without penalty. Notwithstanding anything else set out in this Agreement, the Customer's right to terminate under this paragraph (e) and its right under paragraph (f) constitute the Customer's sole right and remedy in respect of a change (in and of itself) of a location in Item 5 to another location in Australia.
- (f) If the Customer gives a notice under paragraph (e) and the Customer has paid upfront fees for Services not yet delivered, the Supplier must reimburse all such fees.

10.6 Rights to access, use, extract and retrieve Customer Materials

Where Customer Materials are in the Supplier's possession or control, the Supplier must:

- (a) provide the Customer with a copy of the Customer Materials upon reasonable request; and
- (b) upon the Customer's request, permanently delete the Customer Materials except for such Customer Materials held in Supplier's backup media, provided such deletion does not impact the Supplier's ability to deliver the Services, or otherwise provide the Customer Materials to the Customer:
 - (i) at any time during the term of the Agreement;
 - (ii) in a human readable, commonly accepted format which does not require the Customer to purchase additional licences it does not already hold, or in the same format as the Customer Materials was uploaded (for example, a semi-structured format); and
 - (iii) maintaining the relationships and integrity of the Customer Materials (including extraction of data keys, reference data and data codes and labels),

and the parties agree that any request from the Customer under (a) or (b) will be dealt with as a variation request pursuant to clause 7.

10.7 Customer Acknowledgements

- (a) The Customer warrants that all Customer Materials it provides to the Supplier will not be false, misleading, defamatory, threatening, unlawful and will not infringe any

third party's rights (including Intellectual Property Rights). The Supplier may delete any Customer Materials provided in breach of this clause.

- (b) The Supplier gives no warranty or representation:
 - (i) (other than as specified in this Agreement) as to the performance or functionality, merchantability or suitability for any particular purpose, of any Application that may be used to process or retrieve any Customer Materials; or
 - (ii) that the Application(s) will be free from any interruption, delay, errors or faults.
- (c) All warranties and conditions are limited to those expressed in this Agreement, to the maximum extent permitted by law. Unless otherwise provided for in this Agreement (including in relation to Service Levels that may apply), the Supplier's sole obligation regarding any unavailability, errors or faults will be to use all reasonable efforts to repair or correct the Application(s).
- (d) The Supplier may temporarily suspend access to and use of the Application(s) where upgrades, repair or maintenance are required, but will use all reasonable efforts to give the Customer at least 24 hours prior notice of such suspension, although less or no notice may be provided if the suspension is reasonably required for emergency or security reasons.

11 Privacy

If the Supplier collects, uses, discloses, holds or otherwise processes any Personal Information in connection with this Agreement (regardless of whether or not that Personal Information forms part of the Customer Materials), the Supplier must:

- (a) comply with all Privacy Laws, as though it were a person subject to those Privacy Laws, but only to the extent applicable to its role as a Service provider. The Customer acknowledges that the Supplier is not a controller or collector of Personal Information. The Customer warrants that it will obtain all necessary consents in accordance with the Privacy Laws in respect of all Personal Information it provides to the Supplier;
- (b) only use that Personal Information for the sole purpose of supplying the Services to the Customer;
- (c) not disclose the Personal Information to any other person without the Customer's prior written consent;
- (d) not transfer it outside Australia or access it, or allow it to be accessed, from outside Australia without the Customer's prior written consent;
- (e) immediately (in any event within 24 hours) notify the Customer upon becoming aware of a breach or an allegation of a material breach of a privacy obligation; and:
 - (i) take all reasonable steps to manage, contain and remedy such breach, providing daily updates;
 - (ii) as soon as possible, provide a summary of the incident, the impact, any actions taken to mitigate and remedy the breach as known at that time;

- (iii) promptly comply with any reasonable direction from the Customer with respect to that breach (which may include, for example, notifying any affected individuals of the breach of privacy and notification to the Privacy Commissioner); and
 - (iv) within a reasonable period following the incident, provide a post-incident report which will include details of the remedial and preventative actions taken to prevent such a breach from recurring.
- (f) notify the Customer as soon as reasonably possible:
- (i) if the Supplier is required to disclose that Personal Information under Privacy Laws or other applicable laws, provided the Supplier gives the Customer reasonable notice of any such legal requirement to order to enable the Supplier to seek a protective order or other appropriate remedy (unless it would be in violation of a court order or other legal requirement); and/or
 - (ii) if the Supplier is approached by any privacy commissioner or other regulator concerning any Personal Information.

12 Security

12.1 Scope of Supplier's security obligations

The Supplier's security obligations under this clause 12:

- (a) apply to the Services provided by the Supplier; and
- (b) apply to Customer Materials, where and to the extent that the Supplier controls or is able to control the Customer Materials.

For the purposes of this clause 12.1, "**control**" includes controlling, managing, processing, generating, capturing, collecting, transferring, transmitting, deleting and destroying.

12.2 Supplier's security obligations

- (a) The Supplier must implement, maintain and enforce a formal program of technical and organisational security measures (including an audit and compliance program) relating to IT security and cybersecurity in accordance with this clause 12 (**Security Program**) as confirmed in the responses set out in Schedule 1 Scope of Services Attachment A Security Requirements Questionnaire. The Security Program must at all times comply with the International Standard for Information Security – ISO27001:2013 *Information Security Management System* or equivalent (available from the Australian Standards website (www.standards.org.au)) and be designed to:
 - (i) monitor, audit, detect, report and protect against Security Incidents and any other threats or hazards to the security or integrity of the Services;
 - (ii) ensure the security (including the confidentiality, availability and integrity) of the Services;
 - (iii) ensure the continuity of the Services, in a manner that achieves the Service Levels. This includes restoration of Services as soon as reasonably

possible during any business continuity event, disaster recovery event, scheduled or unscheduled maintenance, and similar events;

- (iv) manage, train and ensure the compliance of its Personnel with the Security Program;
 - (v) monitor, detect and protect against fraud and corruption by the Supplier's organisation and the Supplier's Personnel; and
 - (vi) ensure that the Security Program is comprehensive in covering all components of the Services.
- (b) The Supplier must implement, maintain and execute business continuity and disaster recovery policies and procedures as part of its Security Program
- (c) The Supplier must have, obtain and maintain certification from Commencement Date for the duration of the Term from an accredited, independent, third party registrar or accredited, independent, third party certification body in relation to the International Standards for Information Security,

(Certification Security Standards), and those certifications must:

- (i) be updated at least once annually, or as required by the relevant International Standards; and
 - (ii) confirm the Supplier and its Services comply with the relevant Certification Security Standards; and
 - (iii) not exclude any services of the type provided under this Agreement.
- (d) If there is any conflict or inconsistency between any standards, protocols, requirements and specifications (or similar), the most stringent or higher level of security will apply.
- (e) The Supplier must provide the Customer, at the Customer's request, with electronic copies of:
- (i) all certifications obtained in connection with any of the Certification Security Standards on or before the Commencement Date, and where certifications are updated, a copy of each renewal;
 - (ii) evidence that a vulnerability management process is in place within their organisation that includes ongoing and routine vulnerability scanning. To the extent practicable, this can include enabling the Customer to view (in a read room environment) copies of relevant policies;
 - (iii) evidence that penetration testing is carried out prior to and directly after new systems are moved into production or in the event of a significant change impacting security configuration of any existing system of the Services accessible from an untrusted network; and
 - (iv) confirmation that high and extreme risks identified in audits, vulnerability scans and penetration testing have been remediated,

which must contain (at a minimum) a summary of such reports insofar as they relate to the Services. Where the Supplier is not permitted to provide the Customer with copies of any of the foregoing (due to confidentiality obligations to

third parties) the Supplier may discharge its obligation under this clause by providing access to copies of the same in a 'read room' environment to the extent reasonably practicable.

- (f) The Supplier must run initial and ongoing mandatory security awareness training for all Supplier's Personnel and ensure that all the Supplier's Personnel have completed this training prior to working on Services used by the Customer.

12.3 Change to the Supplier's Security Program

- (a) If the Supplier wishes to change any aspect of its Security Program as it relates to the services of the type provided under this Agreement, where such change would result in:
 - (i) the Security Program no longer complying with any part of this clause 12; or
 - (ii) a material reduction the level of security provided by the Supplier in respect of the relevant Services,

then the Supplier must provide the Customer with written notice of such change, at least 6 months, in advance of when the Supplier wishes that change to take effect.

- (b) The Supplier must ensure that the notice it provides under paragraph (a) sets out:
 - (i) the proposed change to its Security Program;
 - (ii) the provisions of this clause 12 which the Supplier will not comply with as a result of the proposed change;
 - (iii) the date on which the Supplier proposes the change will occur; and
 - (iv) the impact of such changes on the Customer's access, use and interaction with, the Services, or any Customer Materials,

and the Supplier agrees to provide all assistance reasonably requested by the Customer to assess the proposed change.

- (c) If the Customer notifies the Supplier that it:
 - (i) consents to the proposed change, then the parties must execute a variation to this Agreement (which may include the "Supplier's Security Program" section of Schedule 1 Scope of Services) that reflects such change; or
 - (ii) does not consent to the proposed change, then the parties must promptly meet to discuss the concerns that the Customer has in respect of the proposed change, and how those concerns may be addressed.
- (d) If the parties are unable to reach an agreement on how the Customer's concerns may be addressed under paragraph 12.3(c)(ii) by the earlier of:
 - (i) one month after the Customer provides its notice to the Supplier under paragraph 10.5(e)(ii); or
 - (ii) the date specified in the Supplier's notice under paragraph 12.3(a),

then, the Customer may:

- (iii) terminate any relevant Services on at least 1 months' notice to the Supplier without penalty,

and nothing in this paragraph (d) limits any rights or remedies which the Customer may have in respect of the Supplier's breach or anticipated breach of clause 12.

- (e) If the Customer gives a notice under paragraph (d) and:
 - (i) the Customer has paid upfront fees for Services not yet delivered, the Supplier must reimburse all such fees; and
 - (ii) in the Customer's reasonable opinion, the Supplier's proposed change would also have a material adverse effect on the ability of the Supplier to comply with its obligations in respect of any Customer Materials, then, in addition to its rights under paragraph (d), the Supplier agrees that it will pay to the Customer an amount equivalent to the reasonable costs incurred by the Customer in extracting its Customer Materials from the relevant Service, and migrating to an alternative system.

12.4 Responding to the Customer's requests

The Supplier must:

- (a) promptly respond to any security related questions received from the Customer and provide related information and materials upon request, including in relation to any information and materials held by the Supplier's subcontractors; and
- (b) if requested by the Customer, provide reasonable assistance to the Customer to enable the Customer to prepare any reports (including audit reports) that the Customer is required to prepare (whether or not required by law or NSW Government policy),

provided that the Customer does not make such request more than once per year and provided that the Customer allows at least 30 days for the Supplier's response. The Supplier's obligation to comply with this clause 12.4 is subject to the same limitations as set out in clause 20 (Audit).

12.5 Media decommissioning process

- (a) The Supplier must conduct a media decommissioning process prior to final disposal of storage media used to store Customer Materials. The Supplier must ensure that prior to final disposal, any storage media used to store Customer Materials will be erased, purged, physically destroyed, or otherwise sanitised.
- (b) If requested by the Customer, the Supplier must provide it with a report or certification showing that paragraph (a) has been complied with.

13 Security Incident notification

13.1 Notification of Security Incidents

If the Supplier becomes aware that there has been a Security Incident, the Supplier must notify the Customer within 24 hours.

13.2 Actions required in relation to a Security Incident:

- (a) As soon as reasonably possible, in any event within 48 hours after:
 - (i) the Supplier becomes aware of any actual, alleged or suspected Security Incident; or
 - (ii) the Customer advises the Supplier that the Customer reasonably believes an actual, alleged or suspected Security Incident has occurred or is about to occur,

the Supplier must investigate and diagnose the Security Incident.

- (b) The Supplier must:
 - (i) take immediate action to contain the Security Incident and mitigate the impact of the Security Incident (working on a 24 x 7 basis if required) providing updates on at least a daily basis on progress or more regularly, if agreed between the parties;
 - (ii) conduct a root cause analysis as soon as practicable to identify the root cause, understand the risks posed by the Security Incident and identify how these risks can be addressed;
 - (iii) retain copies of any logs or other documents relevant to an investigation of the Security Incident;
 - (iv) comply with any reasonable direction given by the Customer in respect of the Security Incident;
 - (v) take any steps required by laws applicable to the Supplier;
 - (vi) share the results of the Supplier's analysis and the Supplier's remediation plan with the Customer on request, provided that such information is to be treated as the Supplier's Confidential Information (except where it is already the Customer's Confidential Information);
 - (vii) provide to the Customer, to the extent known at the time:
 - (A) the date of the Security Incident;
 - (B) a description of the Security Incident;
 - (C) a list of actions taken by the Supplier to mitigate the impact of the Security Incident; and
 - (D) a summary of the records impacted or which may be impacted, and Customer Materials and/or other information that has been or may have been lost, accessed or disclosed, as a result of the Security Incident;
 - (viii) provide any assistance reasonably required in relation to any criminal, regulatory or other investigation relating to the Security Incident;
 - (ix) update the Supplier's remediation plan to address any concerns reasonably raised by the Customer, following which the Supplier must implement the remediation plan in accordance with agreed timeframes;

- (x) following implementation of the remediation plan, provide evidence to the Customer verifying that the remediation activities have successfully resolved the underlying cause of the Security Incident; and
- (c) review and learn from the Security Incident to improve data handling practices. By exception, nothing in this clause 13 requires the Supplier to provide the Customer with specific details or information that relates to the Supplier's other customers (or which, by providing it to the Customer, might otherwise compromise the confidentiality or security of the information of other clients of the Supplier) or would breach applicable laws. For the avoidance of doubt, the Supplier is under no obligation to provide any actual results of penetration testing or vulnerability scans. However, depending on the nature of the incident, the provision of evidence under clause 13.2(b)(x) may require evidence that penetration testing has been carried out and confirmation that any high or extreme risks identified in the incident investigation have been remediated. The Supplier may discharge its obligation under that clause by providing the Customer with access to the evidence in a 'read room' environment to the extent reasonably practicable.

14 Confidentiality

- (a) Where either party (**Recipient**) receives or otherwise possesses Confidential Information of the other party (**Discloser**), the Recipient must:
 - (i) keep it confidential;
 - (ii) only use it where required to exercise its rights or perform its obligations under this Agreement; and
 - (iii) not disclose it to anyone other than:
 - (A) with the prior consent of the Discloser on condition that the subsequent recipient is bound by the same or substantively equivalent confidentiality requirements; or
 - (B) subject to clause (d) below, where required by the *Government Information (Public Access) Act 2009* (NSW) (or any other similar laws) (**GIPA**) which may require the Customer to publish or disclose certain information concerning this Agreement;
 - (C) where required by any other applicable laws, provided that the Recipient gives the Discloser reasonable notice of any such legal requirement or order to enable the Discloser to seek a protective order or other appropriate remedy (unless it would be in violation of a court order or other legal requirement); or
 - (D) to its Personnel and directors, officers, employees, agents, contractors, lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the party's exercise its rights or perform its obligations under this Agreement.
- (b) Neither party will issue any press release or make any other public statement regarding this Agreement or the Customer's use of the Services without the prior consent of the other party, except as required by law.

- (c) If reasonably requested by the Customer, the Supplier must sign a deed of confidentiality in the form reasonably provided by the Customer from time to time.
- (d) If the Customer is required to disclose any of the Supplier's Confidential Information under GIPA, the Customer will, to the extent legally permissible, notify the Supplier prior to disclosure and give the Supplier reasonable opportunity to challenge the disclosure (for example, under GIPA exemptions) and cooperate with the Supplier in relation to such challenge.

Part D Fees and payment

15 Payment and invoicing

15.1 General

- (a) In consideration for the supply of the Services in accordance with this Agreement, the Customer agrees to pay to the Supplier the amounts calculated in accordance with Schedule 2 Pricing and Invoicing Schedule, subject to any additional discounts, rebates, credits or other similar benefits specified in the Pricing Schedule. Other than as expressly set out in this Agreement, such amounts are the only amounts payable by the Customer in respect of the Supplier's performance of its obligations under this Agreement.
- (b) The Supplier must invoice the Customer when specified in Schedule 2 Pricing and Invoicing Schedule for use of the Services. The Supplier must ensure that its invoice is a valid Tax Invoice, for the purposes of GST Law.
- (c) The Customer will pay any properly rendered invoice:
 - (i) by electronic funds transfer in Australian dollars to a bank account nominated by the Supplier;
 - (ii) within 30 days following receipt of the Supplier's valid Tax Invoice (except in the case of a valid dispute)
- (d) The Supplier must provide any information reasonably requested by the Customer in respect of an invoice.
- (e) The Customer is not required to pay any part of an invoice if the Customer disputes that amount. In this case, the Customer may withhold the disputed amount until the dispute is resolved.
- (f) If the Supplier has overcharged the Customer in any invoice, the Supplier must promptly refund any amounts that the Supplier has overcharged the Customer, and adjust current invoices that have not been paid by the Customer to ensure that the Customer is only liable to pay the correct amount.

15.2 Taxes

- (a) The Supplier is responsible for all Taxes levied or imposed in connection with the supply of Services under this Agreement.
- (b) Unless otherwise specified, all amounts specified in this Agreement are exclusive of GST.

- (c) The Customer must pay any GST that is payable in respect of any Taxable Supply made under this Agreement in addition to the amount payable (exclusive of GST) for the Taxable Supply. GST is payable at the same time as the amount payable for the Taxable Supply to which it relates.

Part E Risk allocation and compliance

16 Supplier Warranties

The Supplier warrants that:

- (a) as at the date every Agreement is entered into, the Supplier is properly constituted and has the right and authority to enter into the Agreement;
- (b) to the best of its knowledge and belief, there is no Conflict of Interest which relate to the Supplier's ability to perform its obligations under this Agreement;
- (c) the information that it provided to the Customer, in connection with the Customer's decision to enter into this Agreement, was to the best of the Supplier's knowledge and belief, correct and not misleading as at the date of this Agreement;
- (d) it is not aware of any information which, if it had provided that information to the Customer, may have had a material effect on the decision made by the Customer to enter into this Agreement; and
- (e) the Supplier has all the necessary licences, approvals and consents necessary to perform its obligations under this Agreement.

17 Compliance

17.1 Government policies, applicable standards and laws

- (a) The Supplier must, in performing its obligations under the Agreement:
 - (i) comply with all applicable Australian and the following NSW Government policies, codes, guidelines and standards, to the extent applicable to the Services:
 - (A) the NSW Procurement Policy Framework published on <https://buy.nsw.gov.au/policy-library/policies/procurement-policy-framework>;
 - (B) NSW Government Supplier Code of Conduct published on <https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct>;
 - (C) the NSW Government Small and Medium Enterprise and Regional Procurement Policy published on <https://buy.nsw.gov.au/policy-library/policies/sme-and-regional-procurement-policy>;
 - (D) the NSW Government Aboriginal Procurement Policy <https://buy.nsw.gov.au/policy-library/policies/aboriginal-procurement-policy>;

- (E) the Worst Forms of Child Labour Convention, 1999 (ILO Convention 182) ensuring that the Services have not been produced using "worst forms of child labour" as defined;
- (F) the standards referenced in Item 6 of the Agreement Details;
- (ii) comply with any modifications, updates, amendments and replacements to any applicable laws, at no additional cost to the Customer;
- (iii) comply with any modifications, updates, amendments and replacements to any NSW Government policies, codes, guidelines and standards that:
 - (A) reflect any change in laws; or
 - (B) apply generally to entities that supply services of the same nature as the Services,

at no additional cost to the Customer, provided that the Customer notifies the Supplier in writing of any changes and provided that the Supplier will not be required to comply with any such changes that are material (without first agreeing and executing a written variation to this Agreement); and

- (iv) comply with any modifications, updates, amendments and replacements to any NSW Government policies, codes, guidelines and standards that do not otherwise fall within paragraph (iii), and the parties agree that:
 - (A) they must enter into good faith discussions to agree an equitable adjustment to prices otherwise payable by the Customer under this Agreement, to reflect the increased cost of the Supplier to comply with such modifications, updates, amendments or replacements;
 - (B) where such modifications, updates, amendments or replacements affect the Supplier's other customers, only a proportion of the Supplier's increased costs must be reflected in the increased price, based on the number and usage of the Supplier's affected customers; and
 - (C) any increased prices will only be effective once documented in an executed variation to this Agreement.

- (b) The Supplier may seek the written guidance of the Customer on how the Supplier may comply with an applicable NSW Government policy. The Supplier will not be in breach of paragraph (a) if it complies with the then-current written guidance provided by the Customer in respect of an applicable NSW Government policy. The Customer may amend or revoke any written guidance it has provided to the Supplier under this paragraph (b), by written notice to the Supplier.

17.2 Modern Slavery

Compliance

- (a) The Supplier warrants that, as at the date of its execution of this Agreement, neither the Supplier, any entity that it owns or controls or, to the best of its knowledge, any subcontractor of the Supplier, has been convicted of a Modern Slavery Offence.

Information

- (b) The Supplier must:
 - (i) comply with the *Modern Slavery Act 2018 (Cth)* and associated regulatory requirements (for example, annual reporting requirements and NSW Procurement Board directions), and agrees to cooperate in any Modern Slavery audit undertaken by the Customer or the NSW Audit Office and providing reasonable access to the Customer's/Audit Office's auditors to interview the Supplier's staff, provided that such audit takes place no more than once every 12 months; and
 - (ii) notify the Customer in writing as soon as it becomes aware of:
 - (A) a material change to any of the Information it has provided to the Customer in relation to Modern Slavery; and
 - (B) any actual or suspected occurrence of Modern Slavery in its operations or supply chains (or those of any entity that it owns or controls).
- (c) The Supplier may provide any Information or report requested by the Customer in the form of a previously-prepared statement or re-purposed report, for example a statement provided in response to a similar request for information from another Australian public sector agency, or refer the Customer to its publicly available Modern Slavery Statement, provided that such statement or report provides generally the same Information as that sought by the Customer.

Modern Slavery due diligence

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

Response to Modern Slavery incident

- (e) If the Supplier becomes aware of any actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls), the Supplier must take reasonable steps to respond to the occurrence in accordance with any internal Modern Slavery strategy and procedures of the Supplier and any relevant Code of Practice/Conduct or other guidance issued by the Anti-slavery Commissioner or (if the Customer notifies the Supplier that it requires the Supplier to comply with the relevant NSW Procurement Board Code/guidance) by the NSW Procurement Board.
- (f) Any action taken by the Supplier under paragraph (e) will not affect any rights of the Customer under this Agreement, including its rights under paragraph (g).

Termination on ground of Modern Slavery

- (g) Without limiting any right or remedy of the Customer under this Agreement or at law, the Customer may terminate this Agreement, upon written notice, with immediate effect and without any requirement to pay compensation in respect of such termination, on any one or more of the following grounds:

- (i) the Supplier has failed to disclose to the Customer, prior to execution of this Agreement, that the Supplier, or any entity owned or controlled by the Supplier, has been convicted of a Modern Slavery Offence;
- (ii) the Supplier, or any entity owned or controlled by the Supplier, is convicted of a Modern Slavery Offence during the term of this Agreement;
- (iii) in the Customer's reasonable view, the Supplier has failed to notify the Customer as soon as it became aware of an actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls);
- (iv) in the Customer's reasonable view, the Supplier has failed to take reasonable steps to respond to an actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls); and
- (v) in the Customer's reasonable view, the Supplier has otherwise committed a substantial breach (including multiple minor (non-trivial) breaches) of any of paragraphs (a) to (c).

17.3 Compliance Records and access

- (a) The Supplier must create and maintain records of the Supplier's compliance with this Agreement, in accordance with applicable Laws and relevant industry practice and standards and which are reasonably detailed to demonstrate Supplier's compliance with this Agreement and the accuracy of its invoices (**Compliance Records**).
- (b) The Supplier must provide to the Customer, all Compliance Records in its possession and control:
 - (i) once per Contract Year, on request by the Customer; and
 - (ii) at such other times on request by the Customer, where there has been an actual, alleged or suspected breach of this Agreement.

18 Insurances

- (a) The Supplier must hold and maintain each of the following types of insurances, for the periods and in the amounts specified below:
 - (i) public liability insurance with an indemnity of at least AUD 20 million in respect of each claim, to be held for the Term;
 - (ii) product liability insurance with an indemnity of at least AUD 20 million in respect of each claim, to be held for the Term;
 - (iii) workers' compensation insurance in accordance with applicable laws;
 - (iv) cyber security insurance with an indemnity of at least AUD 20 million in the aggregate, to be held for the Term;
 - (v) professional indemnity insurance of at least AUD 20 million in the aggregate, to be held for the Term and for at least 7 years after the end of this Agreement,

- (b) Without limiting paragraph (a), the Supplier must hold and maintain insurance that covers loss that may be suffered as a result of a data security breach and the wrongful disclosure of Personal Information.
- (c) Within 30 days following a request from the Customer, the Supplier must provide the Customer with:
 - (i) a certificate of currency issued by its insurer or insurance broker (or other form of evidence acceptable to the Customer) confirming that all required insurance policies are current and that the insurance has the required limits of cover.

19 Indemnities and liability

19.1 Supplier's indemnity

The Supplier indemnifies the Customer, the State of New South Wales, the Customer's Personnel, head of agency and responsible Minister (**Indemnified Party**) against any loss or damage directly arising out of:

- (a) the personal injury or death to any person or damage to, or loss of any tangible (physical) property to the extent caused or contributed to by any act or omission of the Supplier or any of the Supplier's Personnel in relation to this Agreement;
- (b) a claim, demand or proceeding (**Claim**) brought by a third party, which if true, would mean that the Supplier is in breach of clause 9.4. The Customer's right to be indemnified under this clause is the Customer's sole remedy in respect of any such Claim and is conditional upon the Customer notifying the Supplier of the Claim, and providing the Supplier with all relevant information, as soon as reasonably practicable upon becoming aware of it;
- (c) the Supplier's or any of the Supplier's Personnel's fraud or wilful misconduct,

provided that the Indemnified Party uses all reasonable endeavours to mitigate its loss or damage and that the indemnity does not apply to the extent that the Indemnified Party caused or contributed to such loss or damage.

19.2 Uncapped and unlimited liability and additional cap

- (a) The liability of each party under this Agreement is uncapped, and the exclusions of liability set out in clause 19.4 do not apply, in relation to each of the following:
 - (i) any of the indemnities provided under clause 19.1;
 - (ii) the personal injury or death to any person or damage to, or loss of any tangible (physical) property caused or contributed to by an act or omission of the party or its Personnel; and
 - (iii) loss or damage caused by the party's fraud or wilful misconduct.
- (b) The liability of each party for any and all breaches of clauses 10 (Customer Materials), 11 (Privacy), 12 (Security), 13 (Security Incident Notification) or 14 (Confidentiality) that arise in a particular Contract Year will not exceed ten times (10 x) the amount paid or payable by the Customer to the Supplier under this Agreement in that Contract Year.

19.3 General Liability Cap

- (a) Except where clause 19.2 applies, the liability of each party under this Agreement for all causes of action that arise in a particular Contract Year will not exceed two times (2 x) the amount paid or payable by the Customer to the Supplier under this Agreement in that Contract Year.
- (b) In clause 19.2 and this clause 19.3, “**paid or payable**” includes amounts that at the relevant time have not been paid but which would become payable over the relevant Contract Year if the parties performed all of their obligations under this Agreement in that Contract Year and does not include Disbursements. It is not limited to amounts that at the relevant time have become due and payable.

19.4 Exclusions of liability

Except where clause 19.2 applies, a party is not liable for any indirect or consequential loss including for loss of revenue, loss of profit or loss of anticipated savings. However, the exclusion of indirect or consequential loss does not preclude the recovery by a party of loss or damage which may fairly and reasonably be considered to arise naturally, that is according to the usual course of things, from the breach or other relevant act or omission giving rise to liability.

19.5 Application

The limitations and exclusions of liability in this clause 19 only apply to the extent permitted by law.

20 Audit

The Supplier shall, and at mutually agreed dates and times, allow the Customer, its auditors and/or its regulators, at Customer’s cost and expense, to inspect, examine, and audit (each, an “Audit”) the Supplier’s operations, procedures and business records that are relevant to the Services provided by the Supplier (collectively, “Records”), solely to determine the Supplier’s compliance with this Agreement, and only to the extent that such Records were not included within the scope of the ISAE 3402, ASAE 3150, or equivalent audit conducted for the Supplier within the previous calendar year. The following requirements apply to any audit under this sub-paragraph:

- (a) the Customer must give a minimum thirty (30) days’ notice of its intention to audit (or such shorter period of notice as it receives itself where an audit is mandated by its regulator);
- (b) the Customer may exercise the right to audit no more than once in any calendar year;
- (c) commencement of the audit shall be subject to agreement with the Supplier of a scope of work for the audit at least ten (10) Business Days in advance;
- (d) the Supplier may restrict access to certain parts of its facilities and certain records where such restriction is necessary for commercial and/or client confidentiality;
- (e) the audit shall not include penetration testing, vulnerability scanning, or other security tests;
- (f) the right to audit includes the right to inspect but not copy or otherwise remove any records other than those that relate specifically and exclusively to the Customer;

- (g) any independent auditor will be required to sign such non-disclosure agreement as is reasonably required by the Supplier prior to the audit;
- (h) no access will be provided to the Supplier's systems, and any documents or materials which are subject to legal professional privilege, any documentation which the Supplier is required to keep confidential pursuant to a legal obligation owed to a third party, any documents, materials or information which are bona fide treated as confidential under the Supplier's corporate policies, including any internal audit reports, internal management or directors' reports or general compliance or risk management reports; and
- (i) the Customer shall compensate the Supplier for its reasonable costs (including for the time of its personnel, other than the client relationship manager) incurred in supporting any audit.

21 Termination

21.1 Termination for cause by the Customer

The Customer may terminate all or part of this Agreement immediately by written notice if:

- (a) the Supplier breaches a term of this Agreement, other than a trivial or inconsequential breach:
 - (i) which is not capable of remedy; or
 - (ii) which is capable of remedy, but the Supplier fails to remedy it within 30 days of receiving a notice to do so;
- (b) an Insolvency Event occurs in respect of the Supplier;
- (c) the Supplier undergoes a Change in Control, without the Customer's prior written consent; or
- (d) in those circumstances otherwise specified in this Agreement.

21.2 Termination for convenience by the Customer

- (a) The Customer may terminate a Service, for convenience, on 90 days' notice.
- (b) The Customer may terminate this Agreement on 90 days' notice to the Supplier.

21.3 Termination for cause by Supplier

- (a) The Supplier may immediately terminate this Agreement, in whole or part, by written notice to the Customer if:
 - (i) the Customer has not paid an amount due and payable by it and:
 - (A) the amount has been properly invoiced and is not the subject of any unresolved dispute;
 - (B) the Supplier has issued a notice to the Customer, stating that the amount is overdue and that the Supplier intends to terminate unless the amount is paid;

- (c) the Customer does not pay the amount within 90 days of the date it receives the Supplier's notice under paragraph (B); or
- (ii) the Customer has breached this Agreement which results in the Supplier being in breach of a law or other regulatory requirement and the Customer does not cease the relevant conduct within 90 days of receiving a written notice from the Supplier requesting it to do so,

and the Supplier has raised the matter as a dispute under the dispute resolution process in clause 23 and the parties have not been able to resolve the dispute via that process.

- (b) This clause 21.3 exhaustively sets out the Supplier's rights to terminate this Agreement.

22 Consequences of expiry or termination

22.1 Transition-Out Plan

- (a) The Supplier must within six months of the Commencement Date prepare, and submit to the Customer for its approval, a plan setting out how the Supplier will effect:
 - (i) the orderly disablement of the Services by the Customer (except where the Supplier provides the Customer with self-service tools for disabling the Services); or
 - (ii) transfer of the performance of the Supplier's obligations for the Services to a third party, including complying with the obligations set out in this clause 22, **(Transition-Out Plan)**.
- (b) The Supplier must ensure that the Transition-Out Plan sets out:
 - (i) the timeframes within which the Supplier will perform its obligations under the Transition-Out Plan; and
 - (ii) the basis on which the Customer will pay the Supplier to perform the services described in the Transition-Out Plan. If no such fees are specified (but without prejudice to the Supplier's right to payment under clause 22.3) then no amount is payable by the Customer for such services.
- (c) The Supplier must make any updates to the Transition-Out Plan that are reasonably requested by the Customer.

22.2 General

On termination or expiry of this Agreement (in whole or in part), the Supplier must perform its obligations as set out in the Transition-Out Plan during the Disengagement Period.

22.3 Disengagement services

If requested by the Customer, the Supplier must, during the Disengagement Period continue to provide the Services to the Customer on the same terms with applicable fees and Prices calculated on a pro rata basis (based on the length of the Disengagement

Period) based on the standard rates for Services included in Schedule 2 Pricing and Invoicing Schedule.

22.4 Destroying Confidential Information and intellectual property

Within 60 days after the Disengagement Period, or on request, each of the Supplier and Customer must hand over or destroy any Confidential Information and intellectual property of the other party, except for Customer Materials held in Supplier's backup media which will be held for 7 years, in accordance with any agreed decommissioning requirements and in the case of the Supplier, the media decommissioning process in clause 12.5.

23 Dispute resolution

23.1 General

Either party may give written notice of a dispute to the other party, setting out particulars of the dispute ("**Dispute Notice**"). Each party must follow this dispute resolution process before starting arbitration or court proceedings (except for urgent injunctive or declaratory relief).

23.2 Escalation

- (a) Within 10 Business Days of a party receiving a Dispute Notice, the parties must meet and try to resolve the dispute in good faith.
- (b) If the parties are unable to resolve the dispute within that period, a senior executive of each party must meet and try to resolve the dispute in good faith within 10 Business Days or such other agreed period of the meeting referred to in clause (a).

23.3 Alternative dispute resolution

If the dispute remains unresolved, the parties may agree to resolve it by mediation administered by the Australian Disputes Centre in accordance with its Commercial Mediation Guidelines.

23.4 Continue to perform

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

24 General

24.1 No use of the Customer's name, logo etc

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

24.2 Entire agreement

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

24.3 Variation

No variation of this Agreement is effective unless made in writing and signed by each party, subject to clause 7.

24.4 Relationship of the parties

Nothing in this Agreement creates or is intended to constitute a fiduciary relationship or an agency, partnership or trust, and neither party has authority to bind the other party.

24.5 Survival and merger

- (a) No term of this Agreement merges on completion of any transaction contemplated by this Agreement.
- (b) The following clauses survive the termination and expiry of this Agreement: 9, 10.1, 10.3, 10.4, 10.5, 11, 12.5, 14, 17.3(b)(ii), 19, 22, 24 and any clauses that are expressed to or which by their nature survive termination or expiry.

24.6 Severability

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

24.7 Waiver

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

24.8 Cumulative rights

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

24.9 Further assurances

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

24.10 Assignment, novation and other dealings

- (a) The Supplier must not assign in whole or in part or novate this Agreement without obtaining the prior written consent of the Customer, which consent may be withheld at the Customer's discretion. However, no such consent will be required for assignment by the Supplier to any Related Body Corporate (as defined in the *Corporations Act 2001 (Cth)*) of the Supplier.

- (b) The Supplier acknowledges that the Customer may conduct financial and other inquiries or checks on the entity proposing to take over this Agreement before determining whether or not to give consent to an assignment or novation.
- (c) Subject to paragraphs (d), the Customer may not assign or novate this Agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of the Supplier, which consent may not be unreasonably withheld.
- (d) The Customer, at its own cost, may at its discretion assign or novate, this Agreement in whole or in part if, by operation of Law, the Customer is reconstituted into a new body or legal entity or the functions of the Customer, relevant to this Agreement, are transferred to a different body or legal entity.
- (e) The Supplier agrees to co-operate in good faith and provide all reasonable assistance to the Customer in respect of any such assignment or novation made by the Customer under this clause 24.10.

24.11 Notices

- (a) A notice, consent or other communication under this Agreement is only effective if it is in writing, signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address or email address.
- (b) For the purposes of this clause 24.11, a party's address and email address are that set out in the Agreement Details, unless the party has notified a changed address, then the notice, consent, approval or other communication must be to that address.
- (c) A notice, consent or other communication will be regarded as received at the time and on the day it is actually received, but if it is received on a day that is not a Business Day or after 5.00 pm on a Business Day it is regarded as received at 9.00 am on the following Business Day.
- (d) Unless there is evidence to the contrary:
 - (i) a letter sent by post will be taken to be received on the third Business Day after posting (or seventh, if posted to or from a place outside of Australia);
 - (ii) in the case of email:
 - (A) production of a delivery notification statement from the computer from which the email was sent which indicates that the email was sent in its entirety to the email address of the recipient will be prima facie evidence that the email has been received;
 - (B) where there is no delivery notification statement from the computer from which the email was sent, the date and the time of dispatch of the email will be prima facie evidence of the date and time that the email was received; and
 - (C) where an "out of office", delivery error or similar response is returned in response to that email, the email will not be taken to be received and the sender must use an alternative method of giving that notice in accordance with this clause 24.11.

24.12 Construction

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

24.13 Governing law

This Agreement is governed by the laws applicable in the State of New South Wales, Australia. Each party irrevocably and unconditionally submits to the sole and exclusive jurisdiction of the courts of New South Wales, Australia.

Execution page

Signed as an agreement:

Signed, for and behalf of the **Crown in right of the State of NSW as represented by the Department of Customer Service**, ABN 81 913 830 179 by its authorised signatory, but not so as to incur personal liability, in the presence of:

Signature of witness



Name of witness (print)

27/11/2020

Date

Signature of authorised signatory



Name of authorised signatory (print)

27/11/2020

Date

Signed for and on behalf of **Computershare
Communication Services Pty Ltd**
ABN 76 007 153 184 by its attorney who has no
notice of revocation of that power of attorney in
the presence of:

Signature of witness



Name of witness (print)

Signature of attorney



Name of attorney (print)

Dictionary

1 Definitions

In the Agreement:

Agreement Details means the section of the Agreement titled “Agreement Details”.

Agreement means an agreement between the Supplier and a Customer as described in clause 2.1.

Anti-slavery Commissioner means the Anti-slavery Commissioner appointed under the *Modern Slavery Act 2018* (NSW).

Application means any software or software as a service that the Supplier agrees to make available to the Customer under this Agreement as part of the Services and includes all updates, modifications and substitutes to such application.

Associate has the meaning given in section 11 of the *Corporations Act 2001* (Cth).

Audit has the meaning given to it in clause 20.

Australian Standards means the standards published by Standards Australia and which can be found at <https://www.standards.org.au/>.

Authorised Customer Representative means, in respect of each Agreement, the person(s) identified as an “Authorised Customer Representative” at Item 2 in the relevant Agreement Details and any other person(s) notified by the Customer as an “Authorised Customer Representative”, from time to time.

Authorised Supplier Representative means in respect of each Agreement, the person(s) identified at Item 2 of the Agreement Details as an “Authorised Supplier Representative” and any other person(s) notified by the Supplier as an “Authorised Supplier Representative”, from time to time.

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

Certification Security Standards has the meaning given in clause 12.2(c).

Change Order means a document substantially in the form at Schedule 3 (Change Order) which is used to implement and record changes agreed to the Agreement.

Change in Control means a circumstance in which control is or may be exercised over the Supplier:

- (a) by virtue of the change of a direct holding of at least fifteen percent of the voting shares in the Supplier or a holding company of the Supplier; or
- (b) by any other means whatsoever.

Commencement Date means the relevant date specified in Item 1 of the relevant Agreement Details.

Commercial Mediation Guidelines means those guidelines with the same name published by the Australian Disputes Centre and which can be downloaded at <https://www.disputescentre.com.au/commercial-mediation-guidelines-download-form/>.

Compliance Record has the meaning given in clause 17.3.

Confidential Information means information that:

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

but excludes information:

- (e) in the public domain, unless it came into the public domain due to a breach of confidentiality;
- (f) independently developed by the Recipient; or
- (g) in the possession of the Recipient without breach of confidentiality by the Recipient or other person.

Conflict of Interest means the Supplier:

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

whether proven or alleged, which is likely to, has the potential to, or could be perceived to, restrict the Supplier from performing its obligations under the Agreement.

Contract Year means the 12-month period commencing on the Commencement Date, and each anniversary of the Commencement Date, during the Term.

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

Customer means the party to the Agreement with the Supplier named as such in the "Parties" section of the relevant Agreement Details.

Customer Materials means all data including metadata, information including any Personal Information and materials including documents, text files, templates, images or records, in any form:

- (a) provided by the Customer or any Customer User to the Supplier in connection with this Agreement; and
- (b) stored, created, generated, captured, collected, controlled, managed, processed, transferred or transmitted by or on behalf of the Customer or its Personnel in the course of performing or using the Services.

Customer User means an employee, agent or contractor of the Customer or any other person that the Customer authorises to use the Services.

Denial of Service (DoS) Attack means an attack that shuts down or substantially degrades the Services, resulting in the Services (or any functionality forming part of the Services) being unable to be used by the Customer.

Disbursements means the costs of any third-party goods or services procured by the Supplier for the Customer and which are charged back to the Customer at-cost, such as for stock procurement and postage lodged on the supplier's postage account.

Discloser in respect of the Agreement, has the meaning given in clause 14(a).

Disengagement Period, means the period:

- (a) commencing on the expiry or termination of the term of the Agreement; and
- (b) continuing for 12 months or until such earlier date as notified by the Customer to the Supplier in writing.

Existing Materials means materials that are:

- (a) developed before this Agreement commences, together with any adaptation, modification or development of those materials in the course of performing this Agreement; or
- (b) developed independently of this Agreement.

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

Information may include (as applicable) information as to any risks of, actual or suspected occurrences of, and remedial action taken in respect of, Modern Slavery but excludes "personal information" as defined in the *Privacy and Personal Information Protection Act* (NSW) 1998 or information which tends to identify individuals.

Initial Term means in respect of this Agreement, the initial term specified in Item 1 of the Agreement Details.

Insolvency Event means, being in liquidation or provisional liquidation, receivership, bankruptcy (protective or otherwise) or under enforced administration, being unable to pay its debts as and when they fall due or otherwise insolvent, entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors or any analogous event. However, an Insolvency Event expressly excludes where the Supplier:

- (a) enters into voluntary administration; or
- (b) a managing controller (which includes a receiver and manager) is appointed over the whole or substantially the whole of the Supplier's property; or
- (c) publicly announces that it will be making an application to enter into a scheme of arrangement for the purpose of avoiding being wound up in insolvency.

Intellectual Property Rights means all intellectual property rights including:

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

but does not include the right to keep confidential information confidential, moral rights as defined in the *Copyright Act 1968* (Cth), business names, company names or domain names.

International Standards for Information Security means the ISO/IEC 27001 and ISO/IEC 27002 standards published by the International Organisation for Standardisation and the International Electrotechnical Commission as updated or replaced from time to time.

Laws means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in any relevant jurisdiction and includes the common law as applicable from time to time.

Licence means the licence of the Application described in and the terms of which are in Schedule 1 Scope of Services Attachment D.

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

Modern Slavery Laws means, as applicable, the *Modern Slavery Act 2018* (NSW) and the *Modern Slavery Act 2018* (Cth).

Modern Slavery Offence has the same meaning as in the *Modern Slavery Act 2018* (NSW).

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

New Materials means materials created in the course of performing the Services, excluding Customer Materials and Existing Materials.

NSW Government Agency means a government agency as defined in section 162 of the *Public Works and Procurement Act 1912*

NSW Government Cyber Security Policy means the policy with the same name published by NSW Government and which can be found at <https://www.digital.nsw.gov.au/policy/cyber-security/cyber-security-policy>.

Performance Data has the meaning given in clause 10.1(d).

Personal Information has the meaning given to it in the Privacy Laws.

Personnel means a party's employees and contractors and:

- (f) in the case of the Supplier, any persons performing any part of the Agreement on the Supplier's behalf; and
- (g) in the case of the Customer, any Customer Users permitted or enabled by the Customer to use the Services.

Pricing and Invoicing Schedule means the list of maximum Prices for the Services and applicable discounts, credits, rebates and other benefits, set out in Schedule 2.

Prices means the fees and Prices payable by Customer under this Agreement, for the Services.

Privacy Commissioner means the officer appointed or exercising functions under the Privacy Laws.

Privacy Laws means:

- (a) the *Privacy Act 1988* (Cth);
- (b) *Health Records and Information Privacy Act 2002* (HRIP Act);

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

Recipient has the meaning given to it in clause 14.

Record or Records has the meaning given to it in clause 20.

Renewal Period means the period or periods specified as such in Item 1 of the Agreement Details.

Security Incident means:

- (i) any breach of clause 13;
- (ii) any unauthorised or unlawful use of, loss of, access to, alteration of, or disclosure of Customer Materials stored on the Supplier's equipment or in the facilities used by the Supplier to provide the Services, or any unauthorised or unlawful access to such equipment or facilities; or
- (iii) the occurrence of circumstances indicating it is reasonably likely that any of the circumstances under paragraph (a) have occurred;
- (iv) any Denial of Service (DoS) Attack; or
- (v) any similar events relating to Customer Materials which triggers, or is likely to trigger, legal reporting obligations to a governmental authority, and

the reference to "unauthorised" under paragraph (ii) extends to circumstances which are unauthorised under this Agreement or under applicable security controls.

Security Program has the meaning given in clause 12.2(a).

Service Levels means the minimum performance levels to be achieved by the Supplier, as specified in section 11 of Schedule 1 Scope of Services.

Services means the services listed in the Schedule 1 Scope of Services.

Services means the services described in clause 3.1(a).

State Records has the meaning given in section 3 of the *State Records Act 1998 (NSW)* and includes all Customer Materials.

Supplier means the person or body corporate named in the "Parties" section of the Agreement Details.

Tax means any sales tax, value added tax, duty, withholding tax, levy, impost or other charge or duty levied by any government in Australia or elsewhere, which arises out of or in

connection with the Supplier's performance of its obligations, but excludes GST and any tax based on the net income of the Supplier.

Term means the period commencing on the Commencement Date and continuing for the Initial Term and any Renewal Periods (if applicable).

2 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of this Head Agreement;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to the relevant part of this Agreement in which that reference is located;
 - (vi) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced; and
 - (vii) a monetary amount is in Australian dollars;
- (g) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (h) in determining the time of day, where relevant to this Agreement, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this Agreement, the time of day in the place where the party required to perform an obligation is located; and
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement.

Schedule 1 Scope of Services

1. Revenue NSW Outbound Correspondence Process

1.1 End-to-End Services for Outbound Correspondence

The preparation and timely distribution of correspondence to Revenue NSW customers is critical to our business. The scope of services required to achieve this timely distribution include but are not limited to:

- Printing of personalised correspondence (requires integration with specific DCS systems)
- Lodgement management
- Data management (formatting, retrieval, securely processing and archival)
- Template management - Templates must be intelligent, dynamic, and allow for scheduled and/or ad-hoc changes with the ability for DCS to configure (including management of assets such as logo images, addresses, signatures etc), store and update business rules as required.
- Secure document destruction
- Secure method of data transfer, secure archiving
- Reporting including access via dashboard portals
- Security and Information Security - ISO certification (27001) and compliance to the NSW Government Cyber Security Policy is mandatory. Archiving and including secure document destruction are also required.
- IT Application and Infrastructure - ICT system integration should be based on RESTful APIs. ICT system design is required to align with NSW Government Digital Design Standard. It is expected the service will be highly available, with a target of 99.97%, together with tested disaster recovery processes and business continuity plans in place.

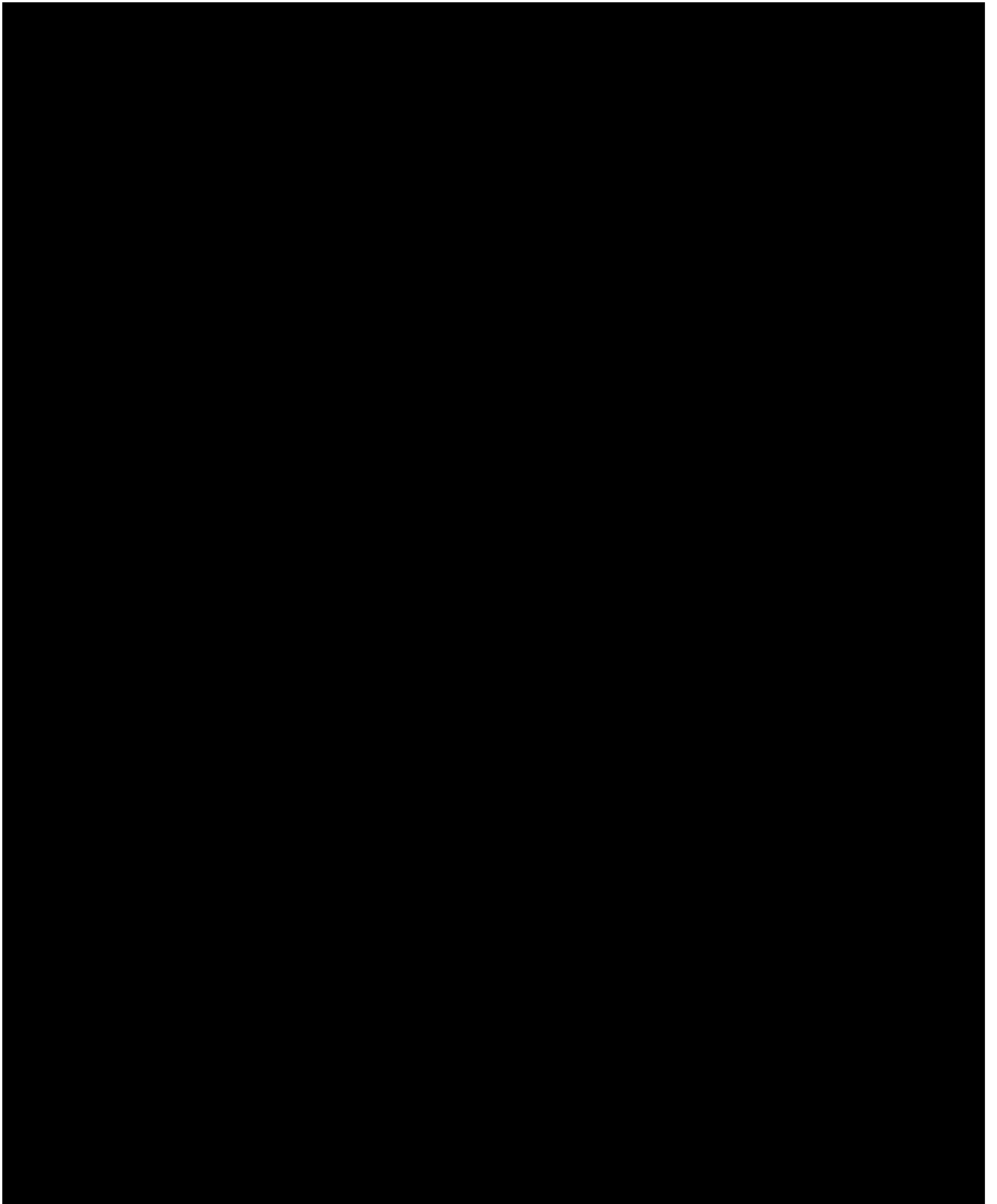
The following sections provide further detail on these key processes, how Revenue NSW will engage and work with the Supplier.

Detailed information on document formats and technical specifications have been included. When volumes have been indicated these are to assist with capacity planning and not an indicator of the actual volumes which will flow through.

The Supplier's responses on compliance with the Scope of Services are set in Attachment B CCS Requirement Compliance Mapping.

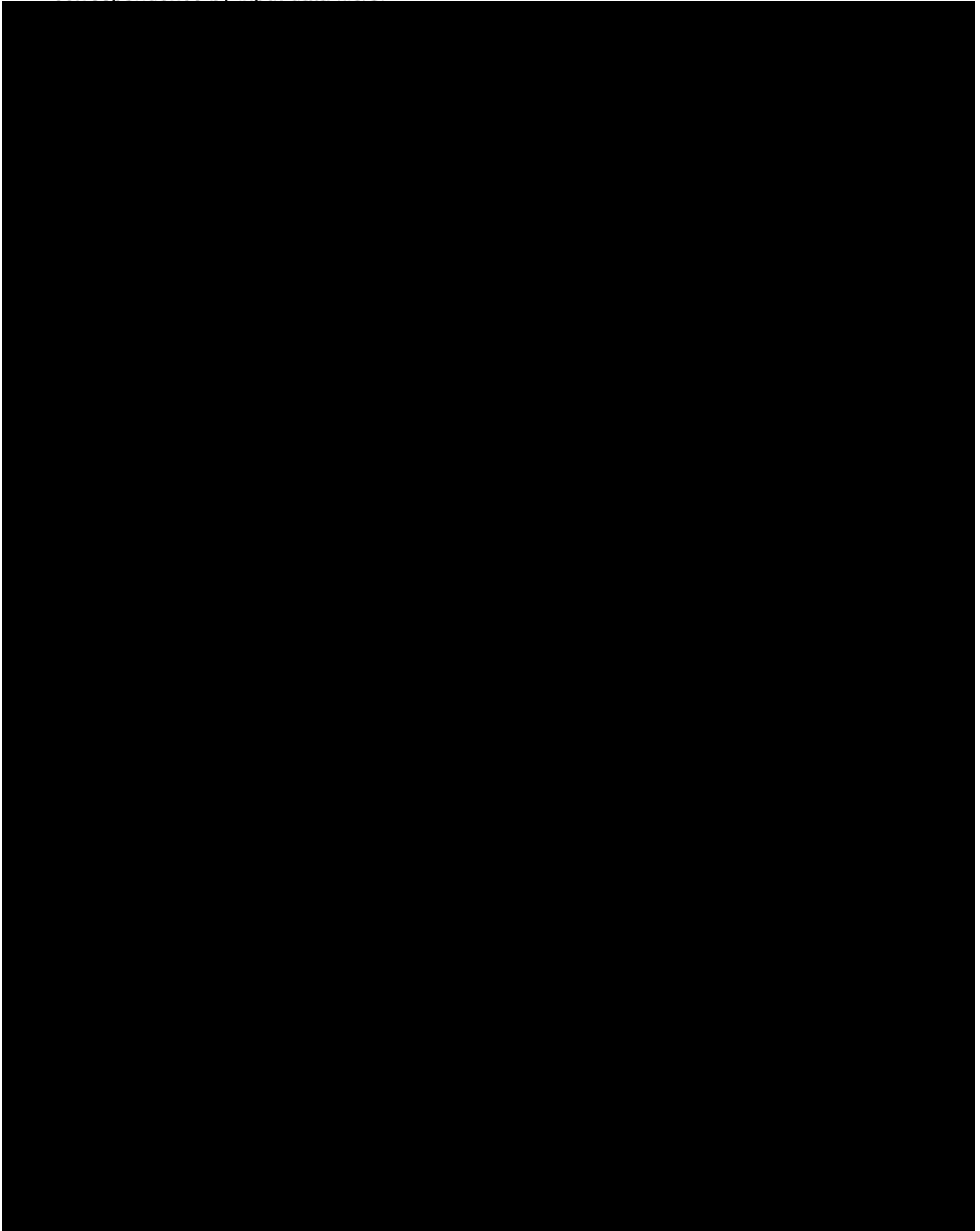
To further assist in clarifying the services required the diagram below provides the mapping of CCS capability to Revenue NSW requirements.

The diagram represents the high-level process used by three specified business units within Revenue NSW. The services required by the Supplier are shaded in green and numbered to correspond with the relevant sections of the stated requirements on the following pages.



1.2 **Outbound Correspondence Reconciliation requirements**

1.2.1 The high-level list of outbound correspondence by input file for each of the three (3) business units is provided below. The Supplier must reconcile Revenue NSW's outbound correspondence by input data file/s.



The outbound correspondence listed above shows all major categories, but not all main letter/document templates. The total number of templates and volumes are shown in table 3.1 Template volumes for Revenue NSW

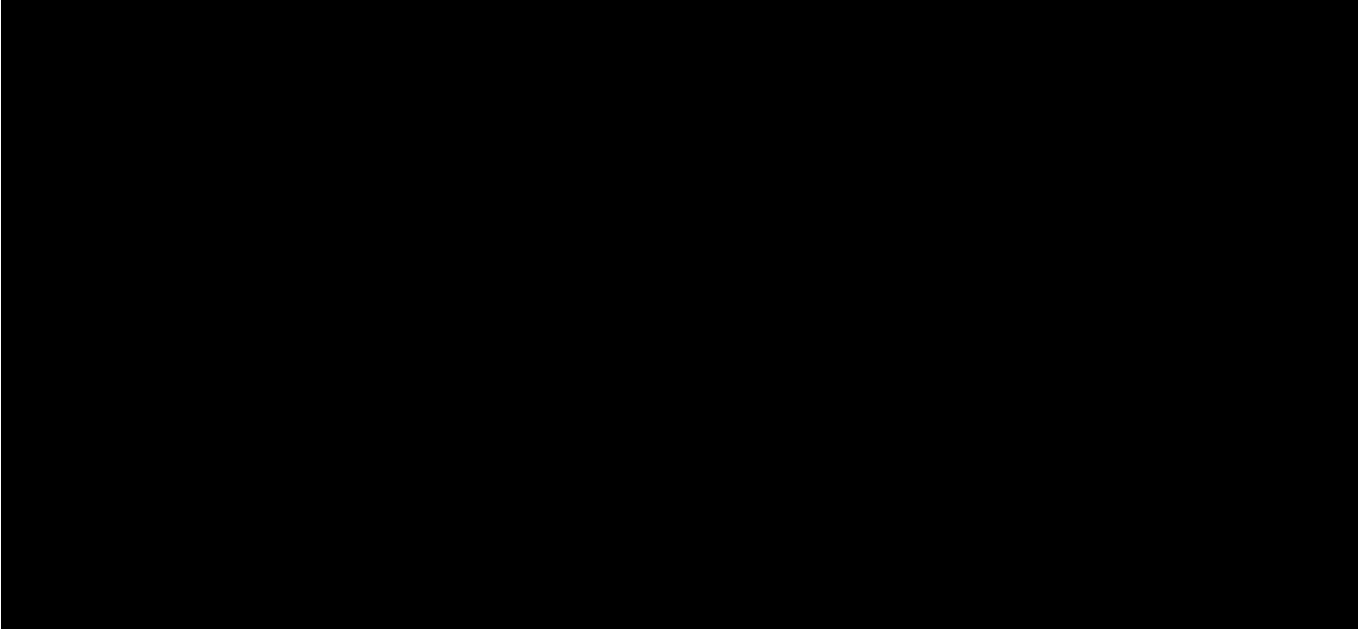
2. Data Files

2.1 Transmission

2.1.1 The Supplier must accept encrypted & zipped data files via Secure File Transfer Protocol (SFTP) from Revenue NSW.

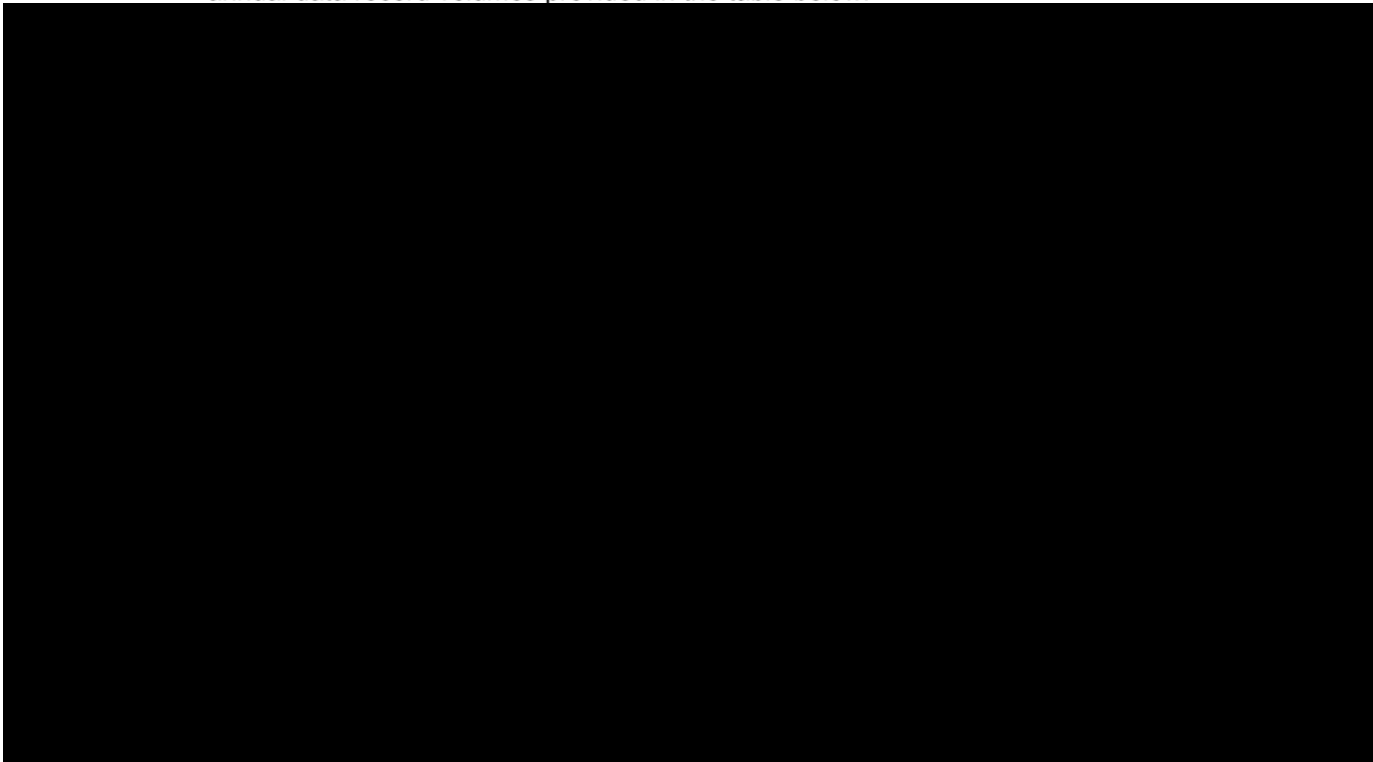
2.2 Frequency, Times, Process & File Format

2.2.1 The Supplier must receive Revenue NSW data files at the frequency, transmission times, transfer process and existing file formats provided in the table below.



2.3 Annual Volumes


2.3.1 The Supplier must receive and load Revenue NSW data files meeting at least the estimated annual data record volumes provided in the table below.





3. Outbound Correspondence Print Format Requirements

3.1 Template Volumes

- 3.1.1 The Supplier must manage main letter/document templates, apply business rules for the template variables and include forms and factsheets as provided in the table below.
- 

3.2 Template Design Attributes

- 3.2.1 The Supplier must include design attributes into templates including
- (a) Official graphics, colours, logos and signatures
 - (b) Flexible white spacing for visual impact
 - (c) Multiple type fonts
 - (d) Portrait and landscape paper orientation in the same document
 - (e) Print Single page and multi-page letters, documents, forms and factsheets adhering to [Web Content Accessibility Guidelines \(WCAG 2.0 AA\)](#)
 - (f) Simplex and duplex printing
 - (g) Page numbering

- (h) Application of colour for specific text or graphics
- (i) Optical Character Recognition (OCR) font
- (j) Print readable barcodes (including format 39 (standard scan) and format 128 (Aust. Post))
- (k) BPAY codes
- (l) PDF (locked) formatted documents adhering to WCAG 2.0 AA
- (m) Vertical and horizontal perforations
- (n) Bindery for creation of booklets
- (o) WCAG 2.0 AA compliance needs to be adhered to for all correspondence delivered electronically.

3.2.2 The Supplier must provide intelligent templates which have the capability to produce

- (a) Calculation of the issue date on specific notices. The due date is calculated from the print date and defined by business rules. The due dates will need to be supplied back to Revenue NSW as xml files and included as part of the archive image.
- (b) Calculation of BPAY codes for specific letters. BPAY codes will need to be supplied back to Revenue NSW as xml files and included as part of the archive image.
- (c) Calculation of payment due dates on specific notices. The due date is calculated from the print date and defined by business rules. The due dates will need to be supplied back to Revenue NSW as xml files and included as part of the archive image.
- (d) Updated main letter/document templates and conditional variables utilising existing input data formats
- (e) PDF files which are viewable and printable
- (f) Print readable barcodes (including format 39 (standard scan) and format 128 (Aust. Post))
- (g) Australian addresses
- (h) Overseas addresses
- (i) Document Exchange (DX) addresses
- (j) Delivery Point Identifier (DPID)
- (k) Customer reference and document number for RTS identification
- (l) Various envelope requirements
- (m) Specific insert requirements (Forms & Factsheets) printed as one output
- (n) Pagination for text and tables
- (o) Repeatable page headings

3.2.3 The Supplier must program for

- (a) All mail packs to be sorted according to the calculated DPID to obtain maximum postage discounts on behalf of Revenue NSW.
- (b) Mail pack integrity
- (c) Separate mail pack inserts for Fines and Fees
- (d) Specific notices to be returned to Revenue NSW
- (e) Archive images which may or may not include forms and factsheets for specific notices. This is defined by data supplied within each data file and business rules.

3.2.4 The Supplier must accept and manage changes from Revenue NSW staff to the Main Templates, Template Variables, forms and factsheets provided in table 3.1.1, including new

letters and documents, in timeframes suitable to Revenue NSW. Template changes may be required due to:

- (a) State Budget announcements or changes in legislation administered by Revenue NSW to be implemented at short notice
- (b) Business needs in relation to achieving our Revenue strategic goals which include improving:
 - (i) Client Experience
 - (ii) People & Culture
 - (iii) Compliance
 - (iv) Processes & Systems
 - (v) Growth & Innovation

3.3 **Template Management Solution**

3.3.1 The Supplier must provide the Publisher On-line template management solution through which Revenue NSW can manage templates for State Debt correspondence. The capability will include:

- (a) Create/Modify/Delete common Revenue NSW letter/document templates
- (b) Store and access common Revenue NSW letter/document templates
- (c) Import test and production data files
- (d) handle multiple versions (version management)
- (e) Preview test and production data files against letters/documents templates
- (f) Test print and digital versions of production data files against letter/document templates
- (g) Create test and production archive files for transmission to Revenue NSW archive systems
- (h) reference one template within another template.

Expected capability includes

- (i) Secure web-browser based solution
- (j) Standard and secure RESTful APIs for data and service integration
- (k) Integration with Revenue NSW preferred authentication provider (OKTA) for staff single sign-on)
- (l) Authenticated access for template administrators
- (m) Template management system (including version control and rollback/forward features) allowing modification of all templates
- (n) Supports Revenue NSW operational hours at 99.9% availability
- (o) Accepts data files from source systems, containing letter parameters, which govern content
- (p) Approval process prior to release into production
- (q) Automated production 'Go Live' on set date with Revenue NSW approval

Expected outputs include

- (r) *Selection of various print formats, including HTML, PDF, PNG*
- (s) Print preview
- (t) Printed output
- (u) Archive images (PDF)

- (v) Automated online reporting (portal)

Expected information includes

- (w) Recommended technology including technical information
- (x) Any specific software prerequisites required, and supported browser information
- (y) Skillsets required to support the solution (Revenue NSW and Supplier)
- (z) Intellectual Property, ownership & licensing framework for information held within the system

At Revenue NSW discretion, a request may be provided to the Supplier to move additional templates to the publisher on-line solution.

3.4 Revenue NSW Internal Ad-Hoc Printing Solution

Consistency of outbound communications is critical to Revenue NSW. Revenue NSW bulk printing jobs are passed to the Supplier whilst smaller volumes of printing are required to be produced by Revenue NSW staff via internal printers. It is a requirement that internal printed communications use the same templates, formats and standards as those used for bulk printing to produce identically formatted documents. It is expected that the templates used for Ad-hoc printing are always synchronised with the production environment.

The Supplier provides ad-hoc printing to Revenue NSW via the Delta Application. This service will continue to:

- (a) Maintain existing functionality unless otherwise instructed by Revenue NSW
- (b) Interface with the templates and/or template management solution
- (c) Interface with Revenue NSW source systems
- (d) Meet the capability, outputs and information requirements detailed
- (e) Provide data segregation, security and privacy for all users
- (f) Provide acceptable response times for business units (no more than 20-30 seconds under load)
- (g) Produce commercially printable formats, e.g. PDF for viewing or printing
- (h) Will be maintained to work with the latest versions of all common browsers
- (i) Be delivered electronically via secure transfer for implementation into our internal environments. The Delta Application package will contain updates to templates, formats and standards, in line with the those used for bulk printing. Once Revenue NSW has accepted the updated Delta Application package, the Supplier will release changes to the bulk print solution in their production environment.

3.5 Data Exception Handling

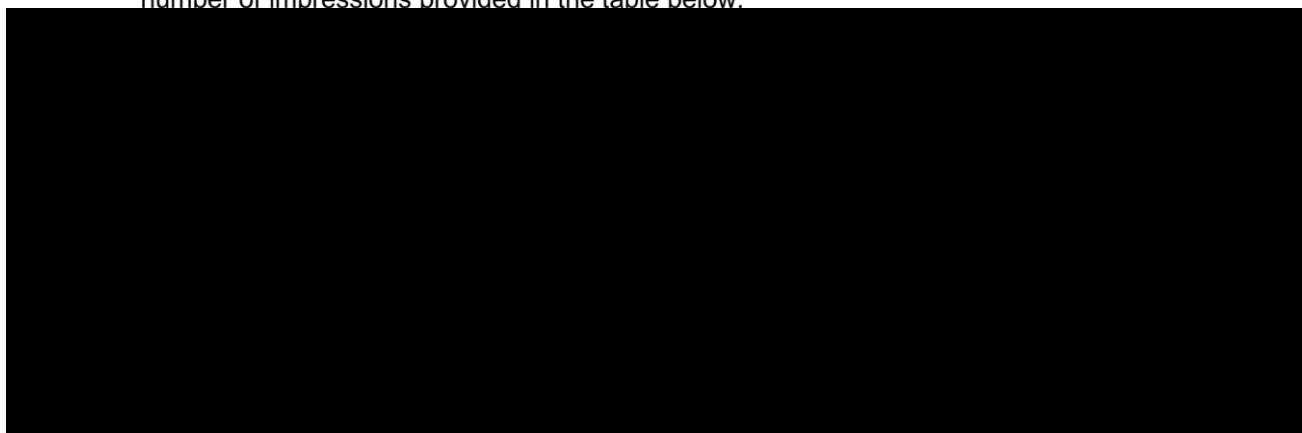
Timeliness of outbound printed communication is critical to Revenue NSW. In the event of an error in the input data file, the Supplier must cater for the exception and endeavour to ensure SLAs are still maintained.

- 3.5.1 The Supplier must manage exceptions which may occur within an input data file without disrupting delivery of bulk print outputs to meet Revenue NSW SLAs.

4. Outbound Correspondence Print Requirements

4.1 Annual Volumes

- 4.1.1 The Supplier must setup for each job run and have capacity to print/create the estimated annual number of impressions provided in the table below.



Note: On demand (ad hoc) jobs may be required for printing/creation, mail pack creation and lodgement of letters, bulletins or other documents both print and digital. Requests and instructions will be provided by Revenue NSW business.

4.2 Minimum Print Specifications

It is Revenue NSW's preference is not to use pre-printed offset stock for any bulk print job. A minimum specification for printed output as detailed below, applies.

The Supplier must create printed output that is

- (a) In colour (CMYK)
- (b) At 720dpi (excluding archive images which are minimum 300dpi)
- (c) On 80gsm paper
- (d) On A4 size letters/documents
- (e) In booklets

4.3 Peak Periods

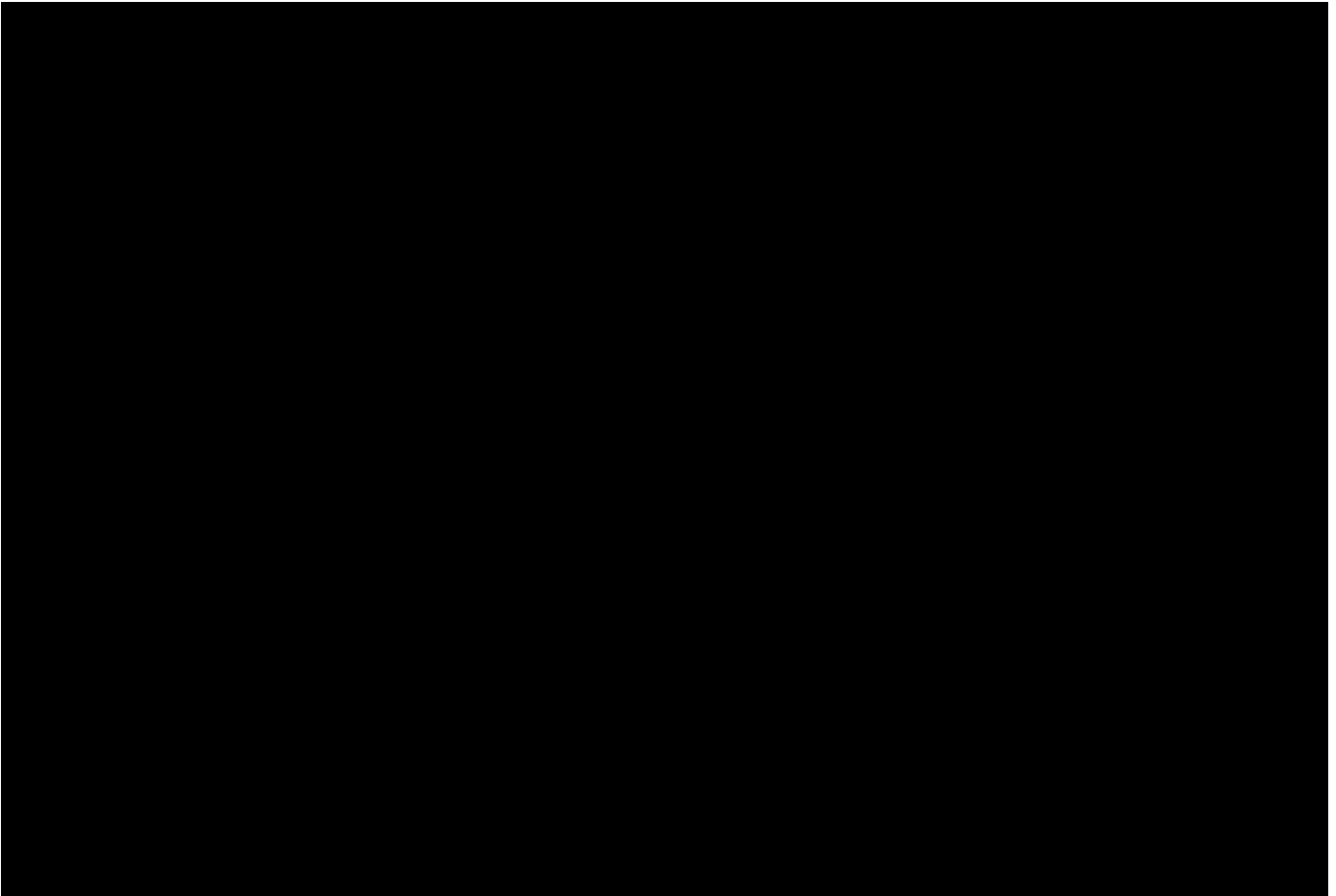
- 4.3.1 The Supplier must print the annual number of print records and print impressions to meet specific business peak period demand as provided in the following table.

Business Unit	Type	Peak Volume Description
Taxes & Grants	FHOGS	There are no specific volume periods for FHOGS
Taxes & Grants	Tax letters and payment booklets	<ol style="list-style-type: none">1. January/February – Land tax peak, assessments issue over a six (6) week period2. March/April – average data and volumes are increased due to instalment payment options3. June – Payroll taxpayment code peak periods4. July - Parking Space Levy, Insurance Duty payment booklets peak periods5. The number of letters and payment booklets are increased in specific data files in June and July6. Turnaround times for the peak periods are defined in the SLA
Fines & Fees	Fines – Penalty Notices	Peak periods for penalty notices coincide with NSW school holidays each year
Fines & Fees	Fines Correspondence	There are no specific peak volume periods.
Debt	Overdue Fines/ NSW Debt Notice	There are no specific peak volume periods
ALL	On Demand, ad hoc files	There are no specific peak volume periods

5. Customer Delivery

5.1 Mail Pack Creation Annual Volumes for Digital and Hardcopy

5.1.1 The Supplier must create mail packs as and at least up to the estimates provided in the table below.



5.2 Oversize Mail Pack Items

Revenue NSW's printed output may exceed the thickness and weight standards for C4 envelopes. As such, these outputs will need to be packaged with the name and address details securely attached to the front of the package.

5.2.1 The Supplier must insert the letters/documents into Jiffy Bags or similar for mail pack lodgement.

5.3 Bindery items

Revenue NSW provide payment booklets to specific customers. They comprise multiple printed pages, varying from 3 to 14 pages that must be bound and included into mail packs.

The payment booklet types are referred to in the list of OPS outputs at 1.2.2. The actual quantity per annum of payment booklets, shown in the table below, is included within the C4 Annual Mail Pack Volumes for the OPS Tax metadata in the table 5.1.1.

5.3.1 The Supplier must bind booklets and insert them into mail packs as provided in the table below.

System	Bindery Job Description	To be inserted into envelope type	Estimated Annual Bindery Job Runs	Estimated Annual Volume	Source
MARS	Payment Booklets	C4	251	6,500	Tax Data File

5.4 Mail Pack Inserts

Mail pack inserts are additional items that need to be inserted with specific letters/documents during the mail pack creation. An insert may be an offset printed brochure, leaflet, form, a single reply-paid envelope or a pack of reply-paid envelopes.

5.4.1 The Supplier must include inserts into a number of specific mail packs provided in the table below.

System	Insert Description	To be inserted into envelope type	Estimated Annual Volume	Source
MARS/ FHOGS (Taxes & Grants)	A4 single page folded	DLX	180,000	Supplied by Revenue NSW
	Single DL reply paid envelope	DLX	22,000	Procured by Supplier
IMPS/FES (Fines & Fees and Debt)	Single DL reply paid envelope	DLX/C4	815	Procured by Supplier

Note: During the term of the Agreement, requirements for mail pack inserts may change.

5.5 Mail Pack Integrity

Letters/documents are to be inserted into DLX and C4 envelopes with inserts for mail lodgement.

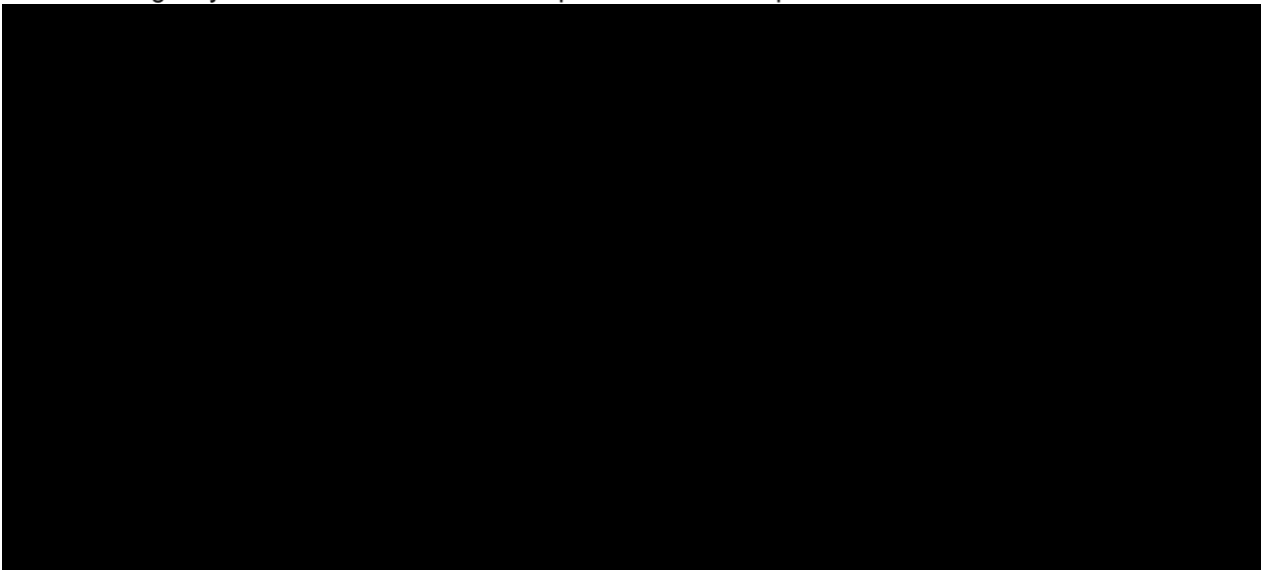
Oversize letters/documents are to be inserted into Jiffy Bags, or similar, with inserts, the name and address details securely attached for mail lodgement.

5.5.1 The Supplier must have in place controls to ensure the integrity and accuracy of letters/documents and inserts, when inserted into the envelope as part of the mail pack creation.

6. Lodgement

6.1 Annual Volumes

6.1.1 The Supplier must arrange secure delivery and lodge mail packs with a designated mail delivery agency. The estimated annual mail pack volumes are provided in the table below.



6.2 Document Exchange (DX)

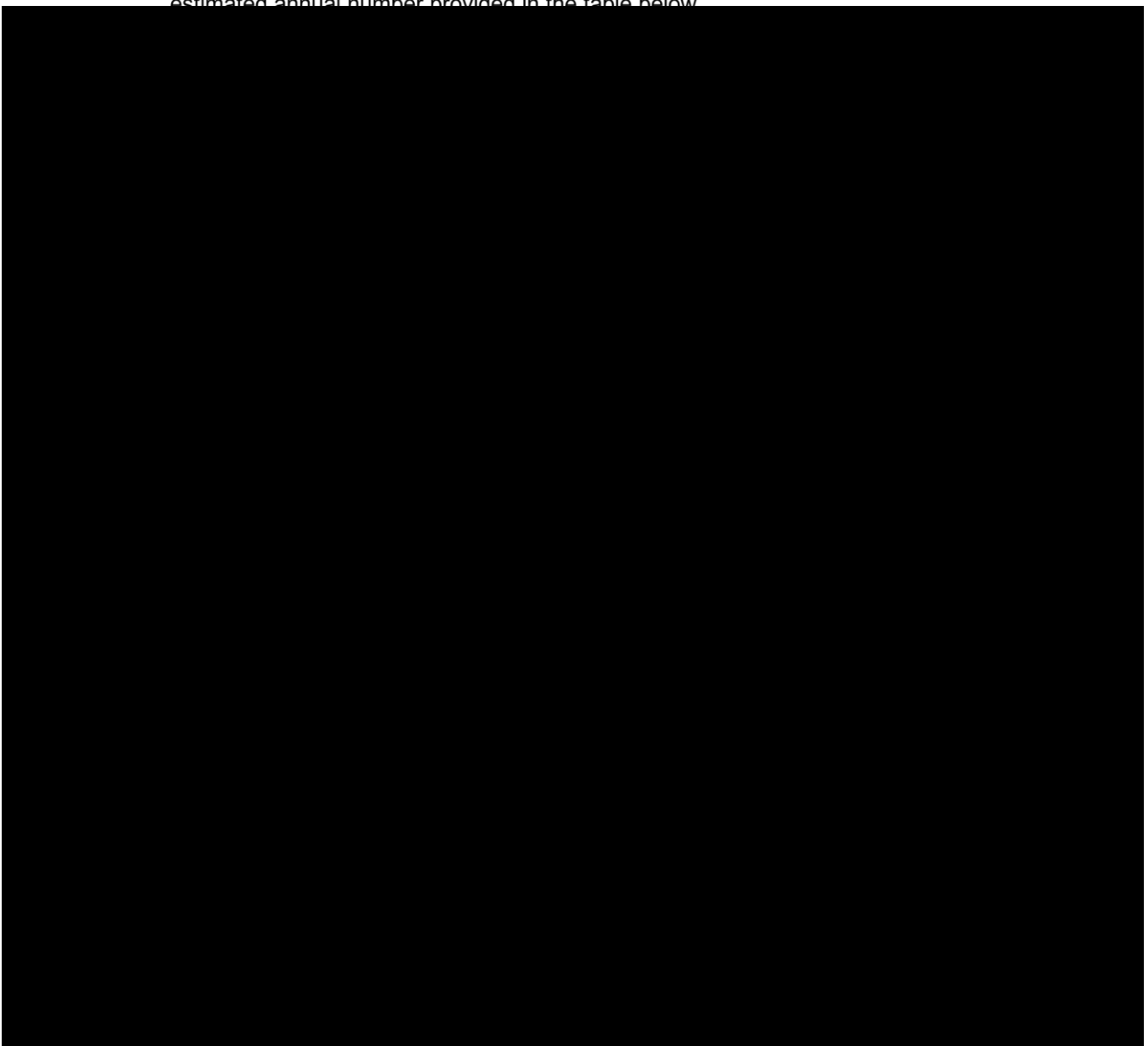
6.2.1 The Supplier must arrange secure delivery and lodge identified mail packs of booklets to the Document Exchange (DX) during specified periods on behalf of Revenue NSW as provided in the table below.

Input ID	Business Unit	Input File Description	Estimated Annual Mail Pack Job Runs (Lodged with the DX)	Estimated Annual Mail Pack Volumes
2	Taxes & Grants	Tax Metadata	2	1,100

7. Archiving

7.1 Annual Volumes

7.1.1 The Supplier must create archive image records in multiple folders as and for at least the estimated annual number provided in the table below.



7.2 Minimum Specifications

During the term of the Agreement, requirements for archive image output may change.

7.2.1 The Supplier must create archive images that

- (a) Are of a sufficiently high-quality resolution (minimum 300dpi) to enable letters and documents to be printed or viewed online by business units and customers.
- (b) Can be either colour or black & white as specified
- (c) Contain complete documents within the one archive image record
- (d) Are categorised/ordered as specified by the specific business unit
- (e) Each document contain metadata defined by the business, allowing searching of document without presence of source system
- (f) Adhere to the specifications of the NSW State Records Act 1998 including retention periods
- (g) Revenue NSW retrieve daily for loading into Revenue NSW records management systems

7.3 Transmission

7.3.1 The Supplier must make available zipped & encrypted archive data files to be retrieved by Revenue NSW.

7.3.2 The Supplier must make available archive image data files to be retrieved securely by Revenue NSW at the frequency, retrieval times, transfer process and file formats provided in the table below.

Input ID	Business Unit	Output File Description	Frequency	Retrieval time	Transfer process	File Format
1	Taxes & Grants	FHOGS Archive	Fortnightly (Thursday)	10:30:00 AM	Auto	Archive image file: PDF, zipped & encrypted
2	Taxes & Grants	Tax Archive	Daily (Mon to Fri)	1:00:00 PM	Auto	Archive image file: PDF, zipped & encrypted
3	Fines & Fees	Penalty Notice Archive	Daily (Mon to Sat)	1:00:00 AM	Auto	Archive image file: PDF, zipped & encrypted
4	Debt	Overdue Fines Archive	Daily (Mon to Sat)	4:30:00 AM	Auto	Archive image file: PDF, zipped & encrypted
5	Debt	Debt Notice	Daily (Mon to Sat)	TBA	Auto	Archive image file: PDF, zipped & encrypted
7	ALL	On Demand Archive	As required	As required	SFTP	Archive image file: PDF, zipped & encrypted

Auto = Automatically transferred between systems

During the term of the Agreement, requirements for retrieval time may change

8. Procurement

8.1 Stock Minimum Specifications

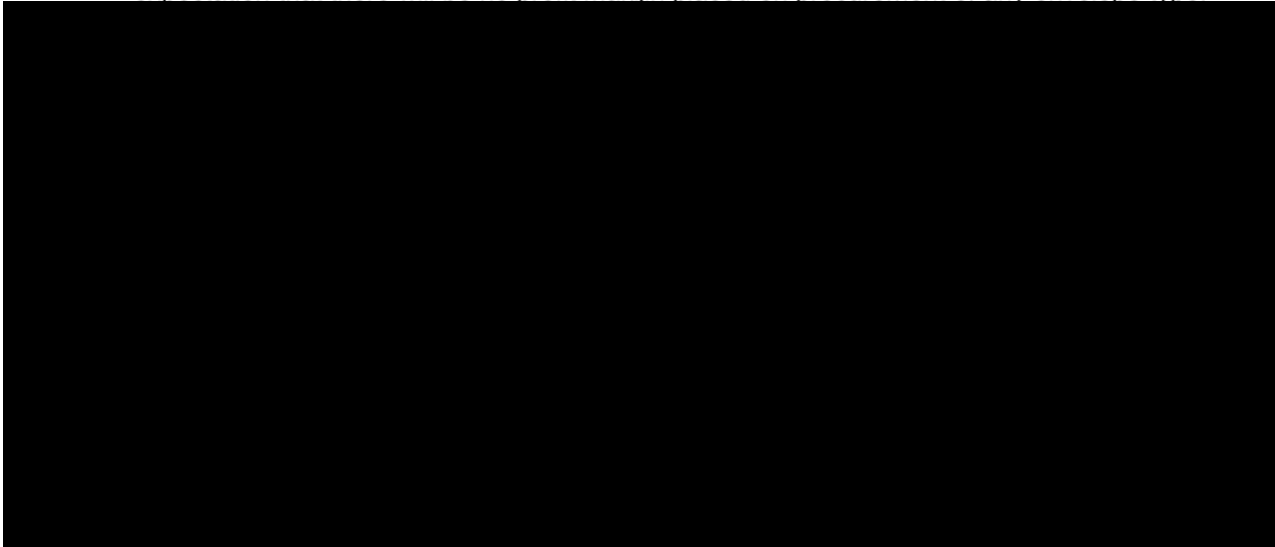
8.1.1 Revenue NSW require a minimum specification for procurement. During the term of the Agreement, requirements for procured items may change.

The Supplier must pro-actively procure stock that is:

- (a) necessary for the timely and efficient production of printed output
- (b) managed, monitored and securely stored to support print and lodgement processes
- (c) at an agreed volume cap at transition, to be confirmed by Revenue NSW for ordering stock
- (d) sourced sustainably (e.g. meets the [Forest Stewardship Council, Australia standards](#))

8.2 Envelope Annual Volumes

- 8.2.1 The Supplier must procure and securely store the volumes of envelope types for Revenue NSW mail pack creation and mail pack inserts provided in the table below. It is Revenue NSW's expectation that there will be no profit margin placed on procurement of any envelope type.



8.3 Envelope Minimum Specification

During the term of the Agreement, requirements for envelopes may change affecting envelope sizes, window configuration, volumes and envelope types.

- 8.3.1 The Supplier must procure the envelope types for Revenue NSW provided in the table above, with a minimum specification as follows. Envelopes must:
- (a) Be secretive and not display any letter content
 - (b) Have a window size suitable to print DPID, client name and address details
 - (c) Conform with [Specifications for Bulk Mail Paper Stock](#)
 - (d) Have their artwork stored and maintained by the Supplier

8.4 Offset Printed Stock Annual Volumes

- 8.4.1 The Supplier must procure offset printed base stocks on behalf of Revenue NSW, provided in the table below. It is Revenue NSW's expectation that there will be no profit margin placed on procurement of any envelope type.

Business Unit	Offset printed stock	Offset printed stock details	Estimated Annual Print volume	Delivery
Debt (FES)	RMS Suspension Cancellation	A4 size, 90 gsm, duplex printed, two colours	400,000	As instructed

Note: During the term of the Agreement, requirements for offset printed stock may change

8.5 Disposal

Envelopes, Inserts and Offset printed stock requirements may change during the term of the Agreement.

- 8.5.1 The Supplier must securely destroy unused envelopes, inserts and offset printed stocks when changes in artwork are made and as instructed, in writing by Revenue NSW.

9. Quality Assurance

9.1 Security

In Revenue NSW's role as the primary collection agency for the NSW State government, we deal with sensitive information regarding our customers including their finances, assets and other personal information. Security and privacy of our customers information is paramount to Revenue NSW and the Supplier is expected to adhere to all associated legislation.

9.1.1 The Supplier must store Revenue NSW data for the following work activities in relation to this agreement on-shore within the Commonwealth of Australia including:

- (a) Data transmission
- (b) Data formatting and/or processing
- (c) Data storage and archival
- (d) Any printing of items (envelopes, offset, inserts, laser)
- (e) Mail pack creation and processing
- (f) Template storage and archival
- (g) Cloud services hosting

9.1.2 The Supplier must manage the security of all data files from Revenue NSW including:

- (a) Transmission (during transmission and at rest)
- (b) Access
- (c) Backup and Storage
- (d) Archival
- (e) Disposal

9.1.3 The Supplier must manage the security of their IT infrastructure including:

- (a) Information Security Management (including [ISO/IEC 27001:2013](#) standard or equivalent)
- (b) Environmental Security Management (including Penetration Testing)
- (c) System Security Management (including Access & Authentication)
- (d) Application Security Management (including Virus Protection)

9.1.4 The Supplier must manage the security of their physical premises including

- (a) Physical security and access of where the
 - (i) data is received and stored
 - (ii) printing and mail pack creation occurs
 - (iii) mail packs are stored prior to lodgement
- (b) Any unauthorised removal of printed material
- (c) Fire protection and control
- (d) Water damage

9.1.5 The Supplier must notify Revenue NSW of any security breaches immediately, including, but not limited to:

- (a) Data files
- (b) IT Infrastructure
- (c) Physical Premises
- (d) Printed and electronic correspondence

9.2 Privacy & Confidentiality

9.2.1 The Supplier must manage, and cover any associated costs of managing, the Privacy & Confidentiality of the agreement including:

- (a) Compliance of all employees (includes permanent, casual, contractors and sub-contractors)
- (b) Provision of training for all employees to support this agreement
- (c) Ensure employees comply with confidentiality requirements (for example confidentiality agreements)
- (d) Confirmation of robust background security screening of employees (for example National Police criminal record checks)
- (e) Abiding by the legislation that Revenue NSW abides by for Privacy & Confidentiality including:

Privacy and Personal Information Protection Act 1998 (PPIP Act)

Health Records and Information Privacy Act 2002 (HRIP Act)

Government Information (Public Access) Act 2009 (GIPA Act)

9.3 Business Continuity & Disaster Recovery

It is essential to Revenue NSW that delivery of Supplier services is maintained during the course of the Agreement. SLA delivery must be maintained to Revenue NSW customers, and any contingency action undertaken by the Supplier must be advised to Revenue NSW.

9.3.1 The Supplier must maintain, and make available to Revenue NSW to view on request at site visits, its Business Continuity plan which should include as a minimum:

- (a) Resource unavailability
- (b) Technology unavailability (including printers, computers, network, print interface) & redundancy
- (c) Site unavailability
- (d) Loss of print
- (e) Loss of mail packs

9.3.2 The Supplier must maintain, and make available to Revenue NSW to view on request at site visits, its Disaster Recovery plan which should include as a minimum loss of data (primary data, archive data, backup data, transmitted data).

9.3.3 The Supplier must be prepared to participate in Revenue NSW Business Continuity & Disaster Recovery testing activities where required during the course of the Agreement.

9.4 Accuracy & Quality

Revenue NSW requires assurance that all bulk print output, mail pack creation and archive images are delivered with 100% accuracy and quality.

9.4.1 The Supplier must manage any re-work, at no additional cost to Revenue NSW, including:

- (a) Electronic/Printed letters and documents (including poor quality)
- (b) Mail pack creation (including damaged letters, documents, inserts and envelopes)
- (c) Secure destruction (of damaged goods)
- (d) Archive image generation (including missing and poor quality)

9.5 Site Visits

9.5.1 The Supplier must provide all addresses of locations where work activities in relation to this Agreement occur, and make them available for site inspection, prior to awarding, and during the course of, this Agreement including:

- (a) Data transmission
- (b) Data storage and archival
- (c) Any printed item created (envelopes, offset, inserts, laser)
- (d) Template storage and archival
- (e) Cloud services hosting

9.6 Testing

As part of Revenue NSW operations, bulk print templates and data files need to be tested thoroughly before production print runs. We need our Supplier to be flexible and responsive in support of our testing activities.

9.6.1 The Supplier must provide a dedicated test environment to support testing activities for Revenue NSW bulk printing and ad-hoc requirements. Revenue NSW estimate that a single combined test involving all template variables will be run at a minimum of once per year for each of the three (3) business units, in addition to 100 individual test data files per year (excluding re-tests of the same file) & may include testing of:

- (a) Existing templates
- (b) New templates
- (c) Changes to existing templates
- (d) Existing data file formats
- (e) New data files
- (f) Changes to existing data file formats
- (g) Template Management Solution

Expected capability includes:

- (h) Dedicated test environment that mirror's the production environment for the testing of changes
- (i) Test processes to mirror production processes
- (j) Revenue NSW sign-off prior to migration of ANY change to production
- (k) Documented and current functional specifications of each of Revenue NSW's print jobs
- (l) Quality Assurance of testing output mirrors production

Expected outputs from testing management would include:

- (m) Print/Electronic preview
- (n) Physical print examples
- (o) Archive Images examples
- (p) Test Summary Reports

10. Contract Management

The Supplier must conform to the Contract Management framework outlined in this section. The framework requirements are structured into four key components; governance, strategic management, operational management and contract management reporting.

10.1 Governance Requirements

10.1.1 The Supplier must be equipped to provide the following:

- (a) Details of all Supplier personnel undertaking work to fulfil Revenue NSW requirements as outlined in this Outbound Requirements document and/or has access to Revenue NSW data sent to the Supplier.
- (b) Details of their service delivery team who are available and can be contacted by Revenue NSW product staff for day to day delivery operations. Revenue NSW expect this team would include a Service Delivery Manager as a single point of contact for Revenue NSW.
- (c) Details of their Account Manager who will be available for contact by Revenue NSW product staff & managers for ongoing management of this Agreement. Revenue NSW will provide staff contacts for the Supplier.
- (d) Details of the Supplier's standard hours of operation and standard support hours
- (e) An annual attestation for all requirements presented under section 9.4 Quality Assurance within this Statement of Requirements.
- (f) Annual certificates of currency of insurance (e.g. public liability, professional indemnity, workers compensation) confirming minimum levels of indemnity in respect for each claim for the period of cover

10.1.2 The Supplier will work collaboratively with Revenue NSW to develop and maintain a joint risk management plan, which includes related risk mitigation actions plans.

10.2 Strategic Management Requirements

10.2.1 Revenue NSW expects the Supplier to attend Strategic Management meetings with nominated Revenue NSW staff as set out in Item 3 of the Agreement Details, or as otherwise agreed with Revenue NSW. The purpose of these meetings is to manage the agreement at an executive level with an emphasis on process improvements, innovation, and commercials. Further details of the agenda will be agreed between the Supplier and Revenue NSW. Meetings may be held at a Revenue NSW office, virtually or at the Supplier's site.

10.3 Operational Management Requirements

10.3.1 Revenue NSW expects the Supplier to attend regular Operational Management meetings as set out in Item 3 of the Agreement Details, or as otherwise as agreed with Revenue NSW. Meetings may be held at a Revenue NSW office, virtually or at the Supplier's site. These meetings maybe split across various Revenue NSW product streams to ensure specificity of agenda and content such as change request details.

10.4 Contract Management Reporting

10.4.1 Revenue NSW expects the Supplier to provide the appropriate reporting for the above Contract Management forums, with a minimum specification as follows.

Reports must be:

- (a) Provided at no additional cost to Revenue NSW for the term of the Agreement
- (b) Provided to specified Revenue NSW email addresses
- (c) Job tracking and stock management available for viewing via Supplier's portal
- (d) Provided as .xml data files

10.4.2 The reporting required by Revenue NSW includes but is not limited to:

- (a) Reports required from suppliers to Government under the [Aboriginal Procurement Policy](#)
- (b) Performance Reports in an agreed format

- (c) Daily operational reports by product
- (i) Revenue NSW use operational reports for daily reconciliation of print outputs. These reports provide evidence of activity at each key step of the print process and are used to reconcile invoice charges.
- (ii) Provide operational reports to Revenue NSW as provided in the table below.

Section #	Report	Type	Period	Details
2	File transfer report	Transactional	By print job run	Confirmation that Revenue NSW data files have been received by Supplier
3	Error report	Transactional	By print job run	Details all records that have been skipped due to invalid data
3	Reconciliation report	Transactional	By print job run	Reconciliation of all records received and processed
3	Sample Output	PDF sample	By print job run	Selected samples of notices
3	DPID report	Transactional	By print job run	List of addresses that do not match and DPID is NOT applied
3	Invalid address report	Transactional	By print job run	List of records where no DPID could be located
4	Print activity report	Transactional	By print job run	Number of sets, sheets produced, images, printed images
4	Process status report	Transactional	By print job run	List of records by document type, date & time processed
5	Mail pack creation reports	Transactional	By print job run	Number of envelope mail packs created per envelope type
6	Lodgement Summary report	Summary	By print job run	Mail packs by envelope type lodged with delivery agent
7	Archive Image Notification	Summary	By print job run	Archive image data files are produced and available for retrieval
7	Reconciliation file: xml	Transactional	By print job run	List of archive records for reconciliation
8	Stock reports	Summary	Weekly	Stock usage, balance on hand, safety levels

Note: The numbers provided above correspond to the relevant sections of the statement of requirements document where these reports would be produced.

- (d) Outstanding issues to be included in regular account reporting to Revenue NSW
- (e) Change Request Register

10.5 Notification of issues and escalation

10.5.1 The Supplier is to provide a plan for notifying and reporting to Revenue NSW details of any incidents or service performance degradations and planned/proposed resolution, including prioritisation by severity of business impact and business urgency, and outline proposed escalation process (including details of officers by role and level of decision making power within the Supplier's organisation).

10.6 Processes Maps

10.6.1 Revenue NSW expects the Supplier to document and maintain Revenue NSW processes in collaboration with the Revenue NSW product and support staff. Intellectual property rights for these processes & documentation remain with Revenue NSW.

11. SLA Requirements

11.1 The Supplier must meet the Service Level Agreements for all Revenue NSW Bulk Print jobs as provided in the table below. Alert notifications are required within 1 business hour for:

- (a) Delays for Data File arrival
- (b) Errors found in processing of the input data files

ID	System	Input files	Data file frequency	Data file Arrival Time*	Print SLA Days	Mail Lodgement SLA Days	Archive Image SLA Days	Max SLA Days
1	FHOGS	FHOGS	Fortnightly	3:30:00 PM	1	1	1	2
2	MARS	Tax letters & booklets	Daily	10.30:00 AM	1	1	1	2
3	IMPS	Penalty Notices	Daily	By 8:00 AM	1	1	1	2
4	IMPS	Correspondence	Daily	By 8:00 AM	1	1	1	2
5	FES	Overdue Fines	Daily	By 12:15 AM	1	1	1	2
6	DMS	Debt Notice	Daily	TBA	1	1	1	2
7	DMS	Unpaid Fees	Daily	TBA	1	1	1	2
8	MARS	Tax On Demand	On Demand	As agreed	As agreed	As agreed	As agreed	As agreed

Note:

- During the term of the Agreement, requirements for data file arrival time may change
- SLA days are not cumulative

11.2 SLA Reporting

11.2.1 The Supplier must provide monthly performance reporting via a portal against agreed SLAs at no additional cost to Revenue NSW for the term of the Agreement.

As a minimum the report should contain:

- (a) Supplier's performance against SLA
- (b) Volume trends per bulk print files/jobs
- (c) Volume trends per mail pack creation & lodgement
- (d) Details on incidents where SLAs have not been met.

12. Transition

12.1 Transition In

Refer to clause 3.2 of this Agreement.

12.2 Transition Out

12.2.1 The Supplier must provide a high level 'Transition Out' plan to support the Agreement with Revenue NSW identifying any 'big ticket' items that may need to be covered by Revenue NSW or the Supplier.

Attachment A Security Requirements Questionnaire

Attachment B CCS Requirement Compliance Mapping

Attachment C Information Classification Scheme

Attachment D On-Premise Application - Software Licence

Licence Details

Licensor	Computershare Communication Services Pty Ltd ABN 76 007 153 184								
Licensee	The Crown in right of the State of New South Wales as represented by the Department of Customer Service								
Application	<p>Application description: The Delta application is propriety software provided by the Supplier that is a current copy of the application code and packaged to create an executable file for client to use on premise. The Delta package will contain updates to templates, formats and standards, in line with the those used for bulk printing. Once Revenue NSW has accepted the updated Delta package, the Supplier will release changes to the bulk print solution in their production environment.</p> <p>For the purpose of these Licence terms, 'Application' means the software described above and all supporting materials and all updates to, and modifications and derivatives of, such software and materials.</p> <p>Details of ICT Accessibility: The Software must comply with Accessibility Standard AS EN 301 549 in the following areas: not applicable</p>								
Delivery method	The Application will be provided electronically via secure transfer								
Support	<ol style="list-style-type: none"> Fixes, patches, upgrades, new releases and enhancements of the Software and updated user materials as the Licensor generally make available to its customers Help desk services contactable via [REDACTED] available on Business Days between the hours 9.00am and 5.00pm 								
Service Levels	<table border="1"> <thead> <tr> <th></th> <th>Priority 1</th> <th>Priority 2</th> <th>Priority 3</th> </tr> </thead> <tbody> <tr> <td>Response time</td> <td>4 hours</td> <td>48 hours</td> <td>5 days</td> </tr> </tbody> </table>		Priority 1	Priority 2	Priority 3	Response time	4 hours	48 hours	5 days
	Priority 1	Priority 2	Priority 3						
Response time	4 hours	48 hours	5 days						
Priority Levels	<p style="text-align: center;">Priority levels for Service Levels</p> <p>Priority 1 incident: The Customer's systems, processes or operations are critically affected by the defect or incident in the Software</p> <p>Priority 2 incident: Either:</p> <ul style="list-style-type: none"> some of the Customer's systems, processes or operations are critically affected by the defect or incident or if the defect or incident continues there is a likelihood that it could cause a serious disruption to our systems, processes or operations <p>Priority 3 incident: The defect or incident in the Software affects the Customer's systems, processes or operations, but normal processes and operations are able to continue with minimal disruption</p>								
Excluded Services	Not applicable								
Licence Period	Term of the Agreement								

Licence Fee	\$0
Permitted User	Each person the Licensee has permitted to use the Application for the Approved Purpose in accordance with the Licence.
No of Permitted Users	Unlimited
Approved Purpose	The internal business purposes of the Licensee as related to the Services
Interpretation	Capitalised terms used in this Licence have the meaning set out in the Licence Details or the Agreement as applicable.

1 Application of the Agreement

The terms of the Agreement apply to the extent applicable to this Licence. For avoidance of doubt this includes clauses 9 (Intellectual Property), 10.7 (Customer Acknowledgements), 19 (Indemnities and Liability) and 21 (Termination).

2 Licence rights

- 2.1 The Licensor licences the Licensee on a non-exclusive basis to use the Application for the Licence Period for the Approved Purpose.
- 2.2 The Licensee may:
- (a) allow the use of the Application by its Permitted Users for the Approved Purpose in accordance with this Licence;
 - (b) access, use, install, test and run the Application on its devices or its systems in any of its environments;
 - (c) configure, adapt and create derivatives of the Application using the tools and functionality that the Licensor makes available;
 - (d) make copies of the Application for evaluation, training, disaster recovery, back up and archiving purposes;
 - (e) after termination or expiry of this Agreement, retain a copy of the Application and any user materials as required for the Licensee's record keeping purposes or applicable law; and
 - (f) exercise the following additional rights: Not applicable.
- 2.3 The Application is accepted by the Licensee on the expiry of seven days after the Licensee receives the licence keys or licence confirmations which enable the Licensee to download or install the Application (7 Day Acceptance Period), except where Licensee notifies the Licensor during that 7 Day Acceptance Period that the Application does not comply with this Licence.
- 2.4 The Licensor agrees to remediate any issue notified in accordance with clause 2.3 and a further 7 Day Acceptance Period applies to the remediated Application.

3 Licensor's obligations

- 3.1 The Application will be provided to the Licensee by the Delivery Method.
- 3.2 The Licensor must promptly remedy or replace the Application or any licence keys that do not comply with this Licence.
- 3.3 The Licensor is not required to remedy or replace the Application if the defect is caused by:
 - (a) the Licensee's failure to comply with the terms of this Licence;
 - (b) the Licensee's use of the Application in ways that do not comply with the user materials;
 - (c) modifications to the Application that are not made by the Licensor or authorised by the Licensor under this Licence;
 - (d) the Licensee's use of the Software in combination with other products that adversely affect the performance of the Application; or
 - (e) harmful code that is introduced into the Software by the Licensee or by others acting on the Licensee's behalf.
- 3.4 Any user materials the Licensor provides with the Application must be complete and of sufficient quality to enable a competent user to exercise the rights of use under this Licence.
- 3.5 At the time of delivery to the Licensee, the Application must be free of any harmful code or any defect that when, as permitted under this Licence, is used in the Licensee's devices or systems, would impair or interfere with their operation.
- 3.6 Without limiting clause 3.7, the Licensor agrees to use reasonable endeavours to provide the Support in accordance with the Service Levels for the Licence Period.
- 3.7 Support must be provided to a standard that ensures that the Application continues to perform in accordance with this Licence and the user materials.

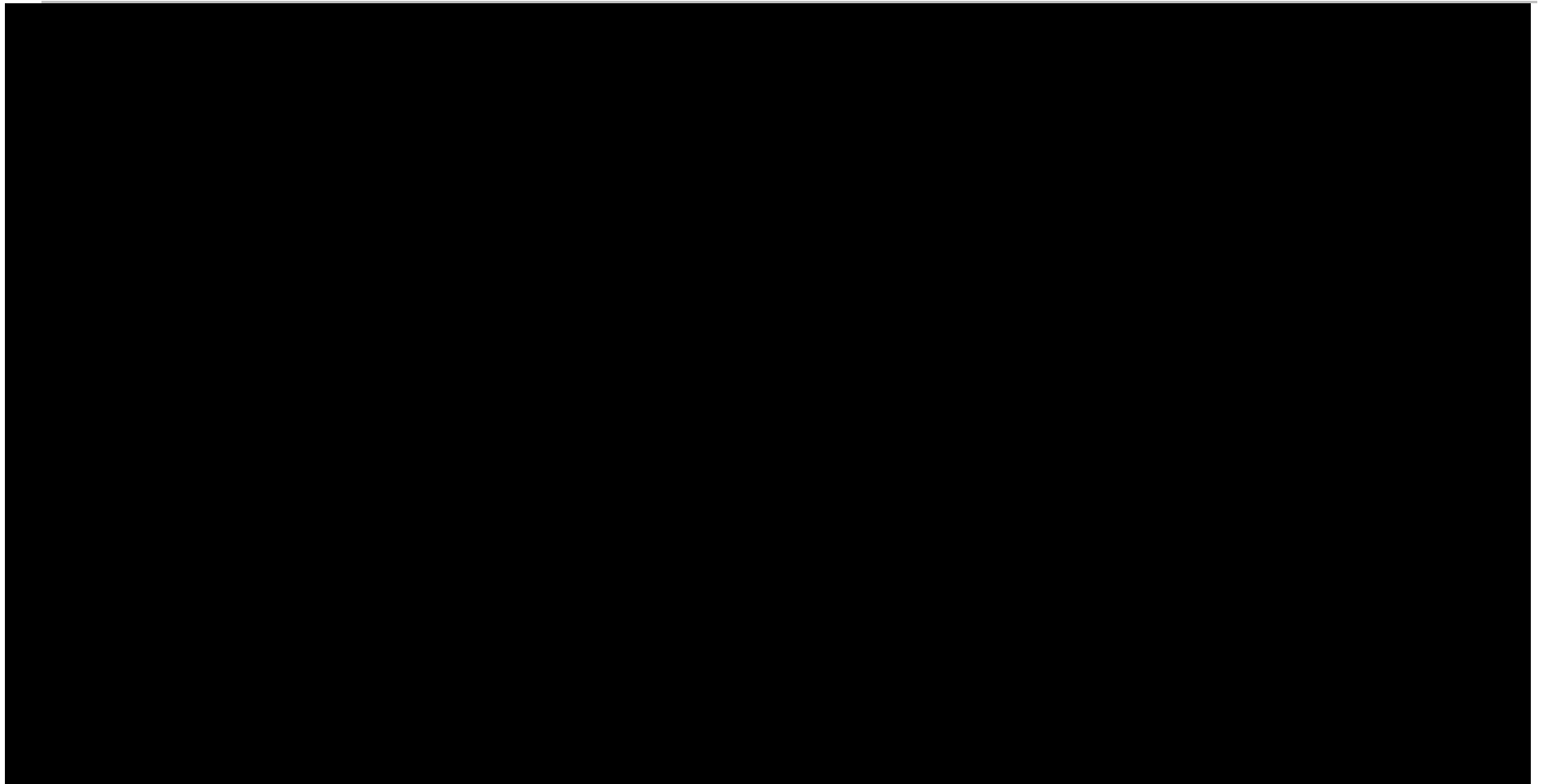
4 Licensee's obligations

- 4.1 The Licensee must provide the following details when requesting Support:
 - (a) Application version or release number and/or licence keys;
 - (b) summary of defect or incident;
 - (c) priority level allocated to the problem;
 - (d) details of investigations undertaken and our findings; and
 - (e) any logs, screenshots, error messages or other diagnostic information that are available.
- 4.2 The Licensee must:
 - (a) include the Licensor's copyright and proprietary notices on each copy of the Application;
 - (b) keep written records of the location and use of each copy of the Application; and
 - (c) provide a copy of such records to the Licensor on request.

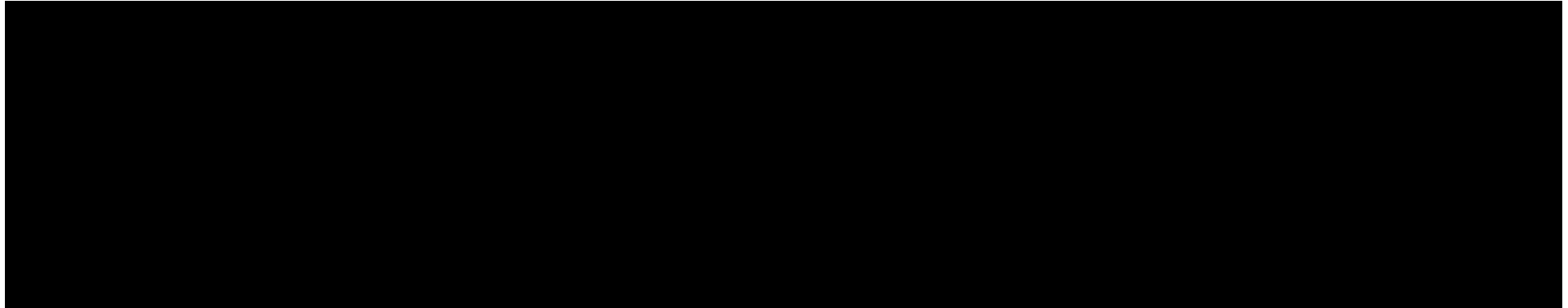
- 4.3 The Licensee must not do anything to prejudice the Licensor's right, title and interest in the Application that is inconsistent with the Licensee's rights under this Licence.
- 4.4 The Licensee will not:
- (a) reverse engineer, decompile or disassemble the Application;
 - (b) distribute, transfer, sublicense, rent or lease the Application; or
 - (c) remove or alter any of proprietary marks, branding or notices on the Application or the user materials.
- 4.5 The Licensee is liable for the acts and omissions of its Permitted Users.
- 4.6 Without prejudice to its other obligations in the Agreement, the Licensee must, upon expiry or termination of the Licence Period, cease using the Application, return the Application to the Licensor and, except to the extent permitted under clause 2.2(e), delete all copies of the Application in the Licensee's and its permitted users' possession.
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Schedule 2 Pricing and Invoicing Schedule

1. Pricing Schedule



Optional Services



Notes:

- All fees are exclusive of GST
- All pricing fixed for the initial term of the contract and subject to CPI for the Renewal Periods.
- The tiered pricing is initiated when Revenue NSW achieves the volume in the tier and not applied retrospectively.
- Stock procurement is quoted upon request
- Publisher Online fees are not applied to the Debt Notices application (407SRPO) and do not include Transition in Fees.
- Supplier will use Revenue NSW Australia Post account(s) for all lodgments. This will make any postage management fee redundant.

The Supplier's responses on compliance with the requirements of this Schedule 2 are set in Schedule 1 Scope of Services Attachment B CCS Requirement Compliance Mapping.

2. Invoicing Schedule

2.1 Invoice Specifications

2.1.1 The Supplier must submit weekly invoices as specified by each business unit at no additional cost to Revenue NSW for all work completed under the Agreement. The format and content of the invoices include:

- (a) Data file processing
- (b) Bulk print processing
- (c) Mail pack creation (including additional activities such as bindery & inserts)
- (d) Mail lodgement
- (e) Archive image creation
- (f) Procurement (stock)
- (g) Quality Assurance (includes change management and testing)
- (h) Postage cost (when applicable on separate invoice)

Expected information includes

- (i) The contract identification number
- (j) The data file volumes processed
- (k) The number of printed/digital (eg email) items
- (l) The number of mail processing items for envelope types
- (m) Any additional processing items
- (n) Rate and costs for each item for each of the job item types.
- (o) The postage cost for items posted within Australia (when applicable)
- (p) The postage cost for items posted Overseas
- (q) Total amount invoiced
- (r) GST component
- (s) GST free component

2.2 Payment of Accounts

2.2.1 Invoices are to be emailed to Revenue NSW nominated officers and/or available for download via the Supplier's portal.

2.2.2 The Supplier must make payment for postage on all lodged mail packs on behalf of Revenue NSW. It is Revenue NSW's expectation that there will be no profit margin placed on payment of any postage type.

Schedule 3 Change Orders

The Supplier must manage change activities in an agile manner allowing alignment to the Customer's agile methodology. Work on multiple requests concurrently if also required.

The Customer expects a quote for proposed changes based on a Change Order, which must be documented in a form substantially similar to the Change Order form attached to this Schedule.

For each Change Order submitted:

-
- (a) The Customer must allocate it with a centrally managed sequential number; and
 - (b) The Supplier must inform the Customer of any variation to scope or price prior to actioning those changes.

Supplier's Change Management Methodology

The following change management methodology will apply to the change order process:

The plan/analyse phase is an imperative phase for preparing a productive project / change order and gathering the requirements necessary for a successful delivery. This requires business analysts and the developers working closely alongside each other to establish the boundaries necessary for success. Key deliverables of this stage are:

- > Scope and Requirements – agree the requirements, scope of deliverables, SLAs and acceptance criteria associated with the implementation of any change.
- > Schedule – outlining the effort and duration for each of the activities and tasks that are required for each deliverable in line with the agreed SLAs.
- > Confirm all resources
- > Supplier to define regulatory requirements relevant to each change in consultation with key stakeholders
- > Execute - This stage is centred on building all the agreed deliverables and ensuring that they are presented to the Customer in line with the acceptance criteria outlined in the Scope & Requirements.
- > Implementation - The implementation allows the Supplier and the Customer to clearly define the steps and touch points to move the change into a business ready state. This is done by the co-ordination of a plan outlining steps to implementation. This phase also seeks all relevant approvals and confirmation of any end-to-end testing by all parties and move of the applications into a "Live" state.
- > Close - The support and close phase ensures that the team supports the Customer through the implementation, until such time that support is no longer required.

The Supplier's responses on compliance with the requirements of this Schedule 3 are set in Schedule 1 Scope of Services Attachment B CCS Requirement Compliance Mapping.

Change Order Form

This template Change Order may be used for the purposes of clause 7 to develop a Change Order. Where an item is not applicable, state "Not Applicable". Add rows and additional information relevant to your Change Order.

Agreement Details	Date of Agreement	[Insert]				
	Name of Customer	[Insert]				
	Change Order number	[Insert]				
	Name of Supplier and ABN	[Insert]				
Date of this Change Order	Date of execution of this Order	[Insert]				
Contact person for this Change Order	Contact Person for Customer	Name and role: [Insert] Phone number: [Insert] Email address: [Insert]				
	Contact Person for Supplier	Name and position: [Insert] Phone number: [Insert] Email address: [Insert]				
1. Commencement of Change Order	Commencement Date	[insert date the CO takes effect]				
	Services start date	[insert any date from which services under this CO is to commence]				
	Milestones dates	[insert dates for Milestones]				
2. Services purchased [Insert details of new or additional services and pricing or delete table and refer to an Attachment]	Product / Service	Qty	Date for Delivery	Fixed Service Term (If yes, specify period)	Unit Price	Subtotal (ex GST)
	Total (excluding GST)					
	GST					
Total (including GST)						
3. Discount, credit, rebate or other similar benefit	[Insert any discount, credit, rebate or other similar benefit, and any qualifying conditions.]					
4. Additional or changed requirements	[Insert any additional requirements which the Supplier are required to meet, including in respect of any Services]					

5. Additional or changed terms and condition	[Insert any additional terms and conditions that amend the terms of the Agreement not dealt with in other rows of this CO]	
6. Changed Location of Customer Materials (cl. 10.4(c))	Data centre locations	Computershare Data Centres 1 [Insert details]
	Security of Customer Materials conditions	1 [Insert details] 2
	Locations outside of NSW where Customer Materials may be stored, processed, accessed, disclosed or viewed by the Supplier, and any conditions for such	[Insert details]
7. Service Levels – consequences	[Insert any additional consequences for failing to meet service levels, in addition to those set out in section 11 Schedule 1 Scope of Services.]	
8. Reporting (cl. 8.2(a))	[Describe the additional or changed reports required from the Supplier and the time frame and format of those reports.]	
9. New Materials (cl. 9.3(a))	[If the Customer is to own New Materials as a result of this CO, please state that position here.]	
10. Background checks (cl. 10.3)	[Insert any additional, new or changed background checks, security checks and clearances and any other background checks required to be performed by the Supplier]	
11. Customer Materials – Supplier obligations (cl. 10)	[Insert any additional or changed requirements applicable to the Customer Materials with which the Supplier must comply.]	
12. Requirements for Supplier’s Security Program (cl. 12.2)	[Insert any additional or changed requirements applicable to the Supplier’s Security Program]	
13. Payment and invoicing changes	Invoicing and Payment Terms (cl. 15.1(b))	
14. Government policies, applicable standards and laws (cl. 17.1(a)(i)(E))	[Insert any additional or changed specific laws, NSW Government policies, codes, guidelines and standards.]	

Signed as an agreement:

Signed, for and behalf of [insert name of Customer], ABN [insert ABN] by its authorised signatory, but not so as to incur personal liability, in the presence of:

Signature of witness

Signature of authorised signatory

Name of witness (print)

Name of authorised signatory (print)

Date

Date

Signed, sealed and delivered by [insert Supplier's name], ABN [insert ABN] in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:

Signature of director/company secretary

Signature of director

Name of director/company secretary (print)

Name of director (print)

Date

Schedule 4 Aboriginal participation plan

Schedule 5 Small to medium enterprises participation plan