

15. Privacy

15.1 The Contractor must:

- (a) use, access, retain or disclose Personal Information obtained in connection with the Customer Contract only for the purpose for which the Personal Information was acquired;
- (b) not do any act or engage in any practice that would breach an IPP, or which if done or engaged in by the Customer, would be a breach of that IPP;
- (c) comply with, carry out and discharge the obligations contained in the IPPs as if it were the Customer carrying out and discharging those obligations;
- (d) notify the Customer immediately upon becoming aware of a breach or possible breach of any of the obligations in this clause 15.1, whether by the Contractor, its Approved Agents or their Personnel;
- (e) notify any individual that makes a complaint to the Contractor regarding the Contractor's acts or practices in relation to such individual's Personal Information, that the complaint may be investigated by the Privacy Commissioner;
- (f) comply with all reasonable directions of the Customer in relation to the care and protection of Personal Information held in connection with the Customer Contract and take all reasonable measures to ensure that such information is protected against loss, unauthorised access or use, modification or disclosure and other misuse;
- (g) ensure that any of the Contractor's Personnel who are required to deal with the Personal Information for the purposes of the Customer Contract are made aware of the obligations of the Contractor under this clause 15.1; and
- (h) ensure that any agreement with any Approved Agent or Subcontractor who may be fulfilling a requirement in relation to the Customer Contract which includes the handling of Personal Information, contains the same or equivalent obligations to this clause 15.1 which are enforceable by the Contractor against the Approved Agent or the Subcontractor, as applicable.

16. Insurance

16.1 The Contractor must hold and maintain, or be an insured under, one or more insurance policies, that provide the following cover:

- (a) public liability insurance with an indemnity of at least \$10,000,000 in respect of each claim for the period of cover;
- (b) product liability insurance with an indemnity of at least \$10,000,000 for the total aggregate liability for all claims for the period of cover; and
- (c) workers' compensation insurance in accordance with applicable legislation.

The Contractor must maintain the coverage required under this clause 16.1 during the Contract Period.

16.2 Where the Customer Contract is entered into under a Head Agreement, the Contractor must also hold and maintain, or be an insured under, one or more insurance policies that have been agreed by the Contractor and the Contract Authority under the Head Agreement. Details of these insurances are stated in Item 7 of the General Order Form.

- 16.3** If the Customer Contract is for the provision of Services, the Contractor must hold and maintain, or be an insured under, one or more insurance policies that include professional indemnity or errors and omissions insurance that provide indemnity cover of at least the amount of \$1,000,000 in respect of the total aggregate liability for all claims for the period of cover. The Contractor must maintain the coverage required under this clause 16.3 during the Contract Period and until the date that is 4 years from the last day of the Contract Period.
- 16.4** The insurance policies in clauses 16.1(a), 16.1(b) and 16.3 must include cover for the Contractor's liability for the acts and omissions of the Contractor's subcontractors to the same extent as if they were the acts and omissions of the Contractor.
- 16.5** All policies of insurance must be entered into with an insurer which has a rating of A- or better by AM Best or an equivalent rating organisation at the date when cover is commenced, or for workers' compensation insurance the insurer (including any self-insurance) must be authorised by law.
- 16.6** The Contractor must within 30 days of the start of the Contract Period or of a request in writing from the Customer provide the Customer with a certificate of currency issued by its insurer or insurance broker (or other form of evidence acceptable to the Customer) confirming that all the insurance policies required by the Customer Contract are current and that the insurance has the required limits of cover. Where the Contractor is insured under a Related Company's insurance policy, the certificate of currency must also show that the insurance policy includes the Contractor as an insured.
- 16.7** The Contractor agrees to hold, maintain or be an insured under, any additional insurance stated in Item 36 of the General Order Form.
- 16.8** Where the Contractor does not wish to hold and maintain, or be an insured under, insurance required by clauses 16.1 to 16.5, or does not wish to enter into one or more of those insurance policies with an insurer of the type required by clause 16.5, the Contractor may make application to the Customer to be exempted from the provisions of clauses 16.1 to 16.6. Such application must be supported by such documentation as may be required by the Customer, (including the Contractor's financial records (limited to publicly available financial records where a Contractor or any of its Related Companies is publicly traded)). The Customer may accept, conditionally accept or reject the Contractor's application. The Customer must provide the Contractor with written notice within 30 days of receipt of the Contractor's application of the Customer determination under this clause 16.8, and in absence of receipt of such written notice, the Contractor's application is deemed accepted by the Customer.
- 16.9** Where the Customer Contract is entered into under a Head Agreement:
- (a) the Customer cannot grant the Contractor consent to be exempt from any insurance requirements required under the Head Agreement;
 - (b) if the Contractor has obtained the Contract Authority's and the Director General's, NSW Department of Finance and Services consent to be exempt from the any insurance requirements under any Head Agreement, then the Customer must accept the Contractor's application for an application for any similar exemption under the Customer Contract.
- 16.10** The effecting of insurance does not limit or expand the liabilities or obligations of the Contractor under the other provisions of the Customer Contract.

17. Guarantees

PERFORMANCE GUARANTEES

- 17.1** Where the Customer Contract is entered into under a Head Agreement and the Contractor has provided a Performance Guarantee under that Head Agreement:
- (a) the Contractor agrees that the Customer has the benefit of that Performance Guarantee provided that the Customer is a Government Agency;
 - (b) where the Customer is an Eligible non-Government Body, the Eligible non-Government Body cannot take the benefit of the Performance Guarantee provided to the Contract Authority under that Head Agreement, but the Eligible non-Government Body may separately agree with the Contractor that the Contractor is to provide a Performance Guarantee for the benefit of the Eligible non-Government Body under the Customer Contract in accordance with clause 17.2.
- 17.2** Where:
- (a) the Customer Contract is not entered into under a Head Agreement; or
 - (b) the Customer Contract is entered into under a Head Agreement but the Contractor has not provided a Performance Guarantee under that Head Agreement,

and it is agreed in Item 37 of the General Order Form (provided that in the case of (b) above, the Contractor will notify the Contract Authority that the relevant Customer has requested a Performance Guarantee and the Contract Authority has given its written approval that a Performance Guarantee be provided for that Customer), the Contractor must arrange for a guarantor approved in writing by the Customer to enter into an agreement with the Customer substantially in the form of the agreement stated in Schedule 9 – Performance Guarantee, or such other document reasonably acceptable to the Customer. Where the guarantor is not domiciled in Australia the Customer may not refuse to accept an alternative form of guarantee solely on the basis that the jurisdiction and law of the guarantee is the jurisdiction and law of the country of the guarantor. This Performance Guarantee must be provided to the Customer within 30 days of the Commencement Date, or such other period stated in Item 37 of the General Order Form.

- 17.3** Any Performance Guarantee that is issued in favour of a Customer that is a Government Agency and clause 17.2(b) applies, can only be enforced by the Contract Authority acting on behalf of the Customer.

FINANCIAL SECURITY

- 17.4** If reasonably required by the Customer and agreed in Item 38 of the General Order Form, the Contractor must provide a Financial Security in the amount stated in Item 38 of the General Order Form substantially in the form of the agreement stated in Schedule 10 – Financial Security, or in the standard form that is usually provided by the issuing entity. The Contractor must, following such a request, ensure that the Financial Security is provided within 14 days of the Commencement Date, or such other period as agreed in Item 38 of the General Order Form.
- 17.5** The Financial Security will be held as security for the due and proper performance and completion of all the obligations of the Contractor under the Customer Contract.
- 17.6** The Financial Security must be issued by an Australian domiciled bank, insurance company or other financial institution (**Issuer**) acceptable to the Customer.
- 17.7** If the Contractor fails to properly perform and complete its obligations under the Customer Contract, and the Customer suffers loss or damage arising from, or in connection with, such failure by the Contractor, the Customer may deduct its loss or damage (in so far as those losses and damages may be payable by the Contractor taking into account the terms and

conditions of the Customer Contract, including the provisions of clause 18) from the Financial Security.

- 17.8** The Contractor agrees that the Customer will have no liability for any loss or damage suffered or incurred by the Contractor where the Customer exercises its rights in accordance with clause 17.7 in good faith.
- 17.9** Upon performance of part of the Customer Contract in accordance with its terms, the Contractor may request the Customer to consent to the discharge of the Financial Security provided under the Customer Contract and the substitution of another Financial Security in substantially the same form but for a lesser maximum aggregate sum. The Customer must not unreasonably withhold its consent to the substitution where the part performance of the Customer Contract has proportionately reduced the risk for which the Financial Security was originally provided.
- 17.10** The Financial Security will end on the sooner of:
- (a) the date when payment is made by the Issuer up to the maximum amount required under the Financial Security;
 - (b) one year from the date that the last Deliverable under the Customer Contract is scheduled to pass its Acceptance Tests, or if no Acceptance Tests were required, the date that is scheduled to be 180 days from the date of delivery of the last Deliverable or performance of the last Service under the Customer Contract;
 - (c) the date the Customer and Contractor agree in writing to release the Issuer;
 - (d) the date the Customer notifies the Issuer that the Financial Security is no longer required.
- 17.11** The Customer must reimburse the Contractor for any reasonable costs it incurs, including the fees payable to the Issuer, in connection with providing the Financial Security. These costs and fees must be reimbursed to the Contractor within 30 days of the Contractor providing a Correctly Rendered Invoice for the costs and fees.

18. Liability

- 18.1** To the extent permitted by law, and subject to clauses 18.2 to 18.7, the Contractor's liability in contract (including under an indemnity), tort (including negligence), breach of statutory duty or otherwise in respect of any loss, damage or expense arising out, of or in connection with, the Customer Contract shall not exceed in aggregate for all claims that arise out, of or in connection with, the Customer Contract, the greater of:
- (a) \$100,000; or
 - (b) in respect of claims that arise from:
 - (i) a Non-Recurring Service or Product; two times the Contract Value for the Non-Recurring Service or Product;
 - (ii) a Short Term Recurring Service; the Contract Value for the Short Term Recurring Service; or
 - (iii) a Recurring Service other than a Short Term Recurring Service;
 - (A) if the claim arose after the Recurring Services had been provided for 12 months; the amount paid or unpaid but due and outstanding, for

the Recurring Service for the 12 months prior to the date that the claim first arose; or

- (B) if the claim arose prior to the Contractor providing 12 months of Recurring Services; the amount that is 12 times the average monthly amount that was paid or unpaid but due and outstanding for the Recurring Service prior to the date on which the claim first arose.

18.2 In all cases, any refund of monies, payment of liquidated damages, or payment of any fees, rebates, credits, damages, losses, expenses, (including third party costs incurred and paid by the Contractor if a third party is engaged by the Customer to remedy a breach by the Contractor in accordance with the Customer Contract), liabilities or any other amounts that are stated as being payable by the Contractor in respect of any breach of the Customer Contract or under an indemnity, are included in determining whether the limitation of liability has been reached.

18.3 If the Customer Contract is for the supply of any Deliverables:

- (a) where the Contract Price under the Customer Contract is greater than \$20,000,000; or
- (b) where the Customer Contract is for Deliverables that are to be used for a Prescribed Use,

the Parties must discuss and agree an alternative cap of liability in Item 39 of the General Order Form.

18.4 Notwithstanding any other clause in the Customer Contract, neither Party is liable to the other Party for any Consequential Loss (including under an indemnity).

18.5 Notwithstanding any other clause in the Customer Contract, the Contractor has no financial cap on its legal liability where that liability arises from:

- (a) bodily injury (including sickness and death), including to the extent that the legal liability is covered by the indemnity in clause 19.1(b);
- (b) loss of, or damage to, tangible property, including to the extent that the legal liability is covered by the indemnity in clause 19.1(b);
- (c) breach of the Contractor's obligation of confidence under or pursuant to clause 14;
- (d) the Contractor's indemnity in respect of breach of privacy obligations as stated in clause 19.1(a); or
- (e) the Contractor's indemnity for IP Claims as stated in clause 19.1(c).

18.6 The liability of a Party (**Party A**) for any damage incurred by another Party (**Party B**) will be reduced proportionately to the extent that:

- (a) any negligent or malicious act or omission of Party B or its Personnel; or
- (b) any failure by Party B or its Personnel to comply with its obligations and responsibilities under the Customer Contract,

contributed to the damage, regardless of whether legal proceedings are brought by Party A for negligence or breach of contract.

18.7 The Parties must use their reasonable efforts to mitigate any loss arising out of or in connection with the Customer Contract.

19. Indemnities

CONTRACTOR INDEMNITY

- 19.1** The Contractor must indemnify and hold harmless the Customer, its officers and employees against any loss or expense which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor and client basis) to the extent it:
- (a) arises out of or in connection with the Contractor's breach of any privacy obligations under or pursuant to clause 15.1;
 - (b) is the result of a claim against the Customer, its officers or employees made by a third party arising out of or in connection with a malicious or negligent act or omission of the Contractor, its directors, officers, employees, agents and subcontractors in the performance of the Contractor's obligations to the Customer under the Customer Contract; or
 - (c) is the result of a claim against the Customer, its officers or employees made by a third party that the use of the Deliverable in accordance with the Customer Contract infringes any Intellectual Property Rights, including the Moral Rights, of the third party claimant, that are enforceable in Australia (**IP Claim**).
- 19.2** The Customer must promptly, and in any event within 5 Business Days of being notified of a claim for which it is seeking an indemnity under clause 19.1(b) or 19.1(c), provide the Contractor with Notice in Writing of the details of the claim. The Customer must (unless there is any government policy that prohibits the Contractor from handling the process for the settlement of the claim) permit the Contractor, at the Contractor's expense, to handle the process for the settlement of such claim and, as permitted by law, to control and direct any litigation that may follow a claim under clause 19.1(b) or 19.1(c) (including selecting solicitors and counsel), subject to the Contractor agreeing to comply at all times with the government policy relevant to the conduct of the litigation.
- 19.3** If the Customer does not permit the Contractor to handle the process for the settlement of such claim under clause 19.2 and, as permitted by law, to control and direct any litigation that may follow a claim under clause 19.1(b) or 19.1(c), then the Customer must promptly and fully defend the claim (whilst complying with government policy), and not settle the claim without the Contractor's prior written consent, such consent not to be unreasonably withheld. The Customer must keep the Contractor fully informed throughout the period of the claim, including providing copies of all relevant documents.
- 19.4** The Customer must, upon the Contractor confirming its obligations under the indemnity in clause 19.1, provide the Contractor with reasonable assistance in defending, settling or otherwise conducting the negotiations or litigation, at the Contractor's expense, including providing all relevant documents, permitting its Personnel to testify for the Contractor if requested by the Contractor and using any defence that might be available to the person being indemnified.
- 19.5** Notwithstanding clause 19.1(c), the Contractor is not required to indemnify the Customer, its officers and employees to the extent that the IP Claim is caused by:
- (a) any open source software that forms part of the Deliverable;
 - (b) the combination, operation or use of the Deliverable with any other product, equipment business method, software or data;
 - (c) any Intellectual Property Rights including Moral Rights, material or thing provided by any person other than the Contractor or its Personnel, including any Customer Supplied Items;

- (d) any modification of the Deliverable by any person other than the Contractor or its agents;
 - (e) the Contractor following the designs, specifications or instructions provided by the Customer or other person on the Customer's behalf; or
 - (f) the continued use of the Deliverable after the Contractor has provided the Customer a new software version, patch or correction, or a replacement part or other correction that would have overcome the infringement.
- 19.6** Without prejudice to the Customer's rights under clause 19.1(c), if there is an IP Claim then the Contractor may, with the consent of the Customer, at the Contractor's expense, either:
- (a) obtain for the Customer the right to the continued use of the Deliverable in accordance with the Customer Contract;
 - (b) replace or modify the Deliverable so that the alleged infringement ceases and the replaced or modified Deliverable provides the Customer with substantially similar functionality and performance as required in the Contract Specifications; or
 - (c) if, in the opinion of the Contractor, neither 19.6(a) nor 19.6(b) is reasonably commercially available and the Customer is not subject to the benefits of the legislation in clause 19.10, the Contractor may terminate the Customer Contract, and will be liable for damages to the Customer for such termination.
- 19.7** Notwithstanding clause 19.1, the Contractor is not required to indemnify the Customer under clause 19.1(b) or 19.1(c) (as applicable), its officers and employees:
- (a) if the third party making a claim under clause 19.1(b) or the IP Claim (as applicable) is the Contract Authority or any other Eligible Customer who is obtaining the benefit of, or being provided with, the Product, Service or Deliverable under the Customer Contract; or
 - (b) where the third party claim under clause 19.1(b) or the IP Claim arises from, or in connection with, the supply of any Product, Service or Deliverable (or the supply of any item based on any Product, Service or Deliverable) to the third party, whether the supply was made by the Customer or any person who has, directly or indirectly, acquired the Product, Service or Deliverable or item based on the Product, Service or Deliverable from the Customer.
- 19.8** The Contractor's liability in respect of the indemnity provided under:
- (a) clauses 19.1(a), is subject to clauses 18.4, 18.6 and 18.7;
 - (b) clause 19.1(b), is subject to clauses 18.1 to 18.7;
 - (c) clause 19.1(c), is subject to clauses 18.4, 18.6 and 18.7.
- 19.9** The Customer must give the Contractor 10 Business Days' Notice in Writing of an intention to claim a liability, loss or expense in accordance with clause 19.1(a) including in that notice an explanation of how that liability or expense was assessed and the Contractor's proposed share of that liability.
- 19.10** For the purposes of clause 19.1(c) an infringement of Intellectual Property Rights includes unauthorised acts which would, but for the operation of the Patents Act (Cth) 1990 s.163, the Designs Act (Cth) 2003 ss 96, 100, the Copyright Act (Cth) 1968 s.183 and the Circuits Layout Act 1989 (Cth) s.25, constitute an infringement.

20. Conflict of Interest

20.1 The Contractor must:

- (a) provide the Customer with Notice in Writing upon becoming aware of the existence or possibility of a Conflict of Interest that arises in the performance of its obligations under the Customer Contract; and
- (b) comply with any direction given by Customer in relation to managing that Conflict of Interest.

21. Performance Management

REPORTING

21.1 The Contractor must provide to the Customer the reports stated in the Order Documents including Item 40 of the General Order Form in the time frame and format agreed in the Order Documents or as reasonably required by the Customer.

22. Government Policy

POLICY

- 22.1 If there is a Head Agreement and the Contractor was required to provide a competitive quote prior to entering into this Customer Contract, the Contractor must comply with the NSW Government policy known as the "Small and Medium Enterprises ('SME') Policy Framework". The Contractor acknowledges that it has read clause 16 of the Head Agreement which sets out the requirements of the Contractor imposed by the "Small and Medium Enterprises ('SME') Policy Framework " and agrees to comply with those requirements in respect of the competitive quote.
- 22.2 If there is no Head Agreement and the Customer Contract is a standalone Customer Contract then if the Contractor was required to provide a competitive quote prior to entering into this Customer Contract the Contractor must, during the Contract Period, comply with the NSW Government policy known as "Small and Medium Enterprises ('SME') Policy Framework " in respect of the competitive quote. The Contractor acknowledges that it has read the "Small and Medium Enterprises ('SME') Policy Framework at <http://www.procurepoint.nsw.gov.au/procurement-reform/about-nsw-procurement-reform/small-and-medium-enterprises-policy-framework> which sets out the requirements of the Contractor imposed by the Small and Medium Enterprises ('SME') Policy Framework.
- 22.3 The Contractor must comply with the NSW Department of Finance and Services (DFS) Business Ethics Statement (<http://www.services.nsw.gov.au/about-us/business-ethics>)

23. Contract Administration

REPRESENTATIVES

- 23.1 Each Party may nominate an employee who is its Authorised Representative in Item 3 or Item 6 of the General Order Form.
- 23.2 Each Party warrants to the other Party that its Authorised Representative has the authority to provide such consents and approvals as are required for the purposes of this Customer Contract and to issue instructions and directions as necessary for the purposes of this Customer Contract, on behalf of that Party.

NOTICE OF CHANGE OF CONTROL

- 23.3 The Contractor must promptly provide the Customer with Notice in Writing of any Change in Control, other than a Change of Control that is a solvent re-organisation with shares being transferred between Related Companies.

RECORD KEEPING

- 23.4 The Contractor must keep financial records and other information relevant to the performance of the Customer Contract including as are required to comply with any applicable Statutory Requirement. The Contractor must give the Customer access to and copies of such records and information (excluding information relating to profit margins) within a reasonable time of a written request from the Customer.

NOTICES

- 23.5 Any Notice in Writing must be sent to the receiving Party's Service Address addressed to the Party's nominee for receipt of notices, or if no such position is nominated, it must be addressed to the Authorised Representative. A Notice in Writing must not be sent by email.
- 23.6 Any Notice in Writing is regarded as given and received:
- (a) if sent by mail; 3 Business Days after it is posted; and
 - (b) if sent by fax; at 9.00 am on the Business Day following the day when the addressee actually receives it in full and in legible form.

24. Dispute Resolution

- 24.1 The Parties agree to resolve any conflicts or issues between them that arise during the Contract Period out of, or in connection with, the Customer Contract in accordance with clause 24.
- 24.2 If a dispute arises out of, or in connection with the Customer Contract during the Contract Period, then, subject to clause 24.13, the aggrieved Party must submit a Notice in Writing to the other Party of the issue, and if the issue relates to an allegation of breach of contract or any damages the notice must include details of the breach, including the relevant clauses of the agreement which are alleged to have been breached, and (if applicable) the damages claimed and how the damages are calculated (**Issue Notice**). The Issue Notice must be submitted within a reasonable time of the Party becoming aware of the issue. If the Party submitting the Issue Notice is the Contractor, then where the Customer Contract is made under a Head Agreement, the Contractor must send a copy of the Issue Notice to the Contract Authority.
- 24.3 If a Party submits an Issue Notice under clause 24.2, each Party must nominate in writing, within 7 days, a senior executive who will attempt to resolve the dispute. The nominated senior executives will promptly meet at a time and place that is mutually convenient with the objective of resolving the issue. The nominated senior executives may invite other personnel to attend the mutually convenient conference subject to a list of additional invited personnel being provided to the other nominated senior executive at least 24 hours prior to the conference.
- 24.4 If the Parties are able to agree upon a resolution to the dispute, the terms of the agreement are to be documented and signed by both nominated senior executives. Such an agreement will be binding on both Parties.
- 24.5 Each Party will bear its own costs under clauses 24.2 to 24.4.

- 24.6** If the dispute is not resolved within 21 days of the date that the Issue Notice was received by the other Party, either Party may then refer the dispute to expert determination in accordance with clauses 24.7 to 24.8.
- 24.7** The Party that requires that the dispute is resolved by expert determination must submit a Notice in Writing to the other Party specifying the issue to be decided by expert determination, and if the issue relates to an allegation of breach of contract or any damages the notice must include details of the breach, including the relevant clauses of the agreement which are alleged to have been breached, and (if applicable) the damages claimed and how the damages are calculated (**Referral Notice**).
- 24.8** If the dispute is to be resolved by expert determination the Parties will be bound by the provisions and procedures contained in Schedule 11 – Dispute Resolution Procedures, unless agreed otherwise in writing.
- 24.9** If a Referral Notice has not been submitted within 20 Business Days of becoming entitled under clause 24.6 then the issue is barred from expert determination or any other action or proceedings, subject to clause 24.13. The Customer and the Contractor may, in writing, agree to extend this 20 Business Days period for the purposes of continuing to negotiate a resolution of a particular dispute for up to another 20 Business Days.
- 24.10** Notwithstanding the existence of a dispute each Party must continue to perform its obligations under the Customer Contract during the period of the attempt to resolve this issue under clauses 24.2 to 24.8.
- 24.11** Unless the Parties otherwise agree in writing, clauses 24.7 to 24.8 do not apply to disputes for which:
- (a) either Party's claim exceeds \$250,000 or the amount stated in Item 41 of the General Order Form;
 - (b) includes any dispute that involves a party claiming that a statutory guarantee under the CCA is involved in the dispute; or
 - (c) relates to an issue of the type stated in Item 41 of the General Order Form.
- In this case if the dispute is not resolved within 15 Business Days of the date that the Issue Notice was received by the other Party, either Party may commence any other form of resolution, including court proceedings.
- 24.12** The amount specified in Item 41 of the General Order Form shall include the total amount being claimed by both Parties including the amount of any cross claim but excludes any set offs, interest and legal costs. If the Parties are unable to agree on the total amount being claimed each Party shall submit a claim to the other Party detailing the nature of the claim, the relevant term of the Customer Contract which has been breached and how it calculated the amount of its claim. Where only one Party is submitting a claim the other Party shall be entitled to submit its estimate of the amount of the claim to the other Party. If the calculations of each Party differ from one another the amount in dispute for the purposes of Item 41 of the General Order Form shall be calculated by totaling the value of all the claims or estimated amount of the claims together and dividing that amount by the total number of claims and estimated claims.
- 24.13** The provisions of clauses 24.2 to 24.12 do not apply where a party seeks urgent interlocutory relief or where a Party has terminated the Customer Contract for a Substantial Breach or Fundamental Breach of the Agreement.

25. Termination

- 25.1** If the Customer Contract is made under a Head Agreement then termination or expiry of the Head Agreement does not affect the Customer Contract, unless the context necessarily requires it.

TERMINATION FOR CAUSE BY THE CUSTOMER

- 25.2** The Customer may terminate the Customer Contract immediately by providing the Contractor Notice in Writing if:

- (a) the Contractor suffers an Insolvency Event; or
- (b) the Contractor has committed a Substantial Breach and the Contractor has not either:
 - (i) rectified that Substantial Breach within 14 days (or such longer period as stated in the Notice in Writing) of receipt of a Notice in Writing specifying the details of the breach; or
 - (ii) proposed steps that are reasonably acceptable to the Customer that it will take to remedy the Substantial Breach and a timeframe within which the Contractor will take them which are reasonably acceptable to the Customer.
- (c) the Contractor fails to comply with the NSW Department of Finance and Services (DFS) Business Ethics Statement (<http://www.services.nsw.gov.au/about-us/business-ethics>) including failure to:
 - (i) comply with applicable NSW Government Code of Practice and DFS's procurement policies and procedures,
 - (ii) provide accurate and reliable advice and information when required,
 - (iii) declare actual or perceived conflicts of interest as soon as the Contractor become aware of the conflict,
 - (iv) act ethically, fairly and honestly in all dealings with DFS, the Contract Authority or the Customer,
 - (v) take all reasonable measures to prevent the disclosure of Confidential Information of DFS, the Contract Authority and the Customer,
 - (vi) assist DFS, the Contract Authority or the Customer to prevent unethical practices in the business relationship,

or engaging in any form of collusive or unethical practices, including offering staff of DFS, the Contract Authority or the Customer inducements or incentives designed to improperly influence the conduct of their duties.

TERMINATION FOR CONVENIENCE BY THE CUSTOMER

- 25.3** The Customer may by Notice in Writing at any time terminate the Customer Contract for convenience, such termination to be effective immediately unless stated otherwise on the Notice In Writing. The Contractor must immediately comply with any directions given in the Notice in Writing and must do everything that is reasonably practical to mitigate its losses arising in consequence of termination of the Customer Contract under this clause 25.3.
- 25.4** If the Customer exercises its right under clause 25.3, the Customer must:
- (a) indemnify the Contractor against any liabilities or expenses, which are reasonably and properly incurred by the Contractor to the extent that those liabilities or expenses were

incurred as a result of termination of the Customer Contract in accordance with clause 25.3; and

- (b) pay any amount that is stated in the Order Documents including Item 42 of the General Order Form.

25.5 Once the Customer has paid the amounts in clause 25.4 no further compensation is payable for any termination under clause 25.3.

TERMINATION FOR CAUSE BY THE CONTRACTOR

25.6 The Contractor may terminate the Customer Contract immediately by providing the Customer Notice in Writing if the Customer has:

- (a) not paid any amount that has not been disputed by the Customer in accordance with clause 11.11 by the date that payment was due to be made; and
 - (i) the Contractor has provided written notice of this failure; and
 - (ii) the Customer has failed to pay that undisputed amount within 28 days of receipt of the written notice of failure;
- (b) committed a Fundamental Breach of the Customer Contract and the Customer has not rectified that Fundamental Breach within 28 days (or such longer period as stated in the Notice in Writing) of receipt of a Notice in Writing from the Contractor specifying the details of the breach;
- (c) committed, in respect of its:
 - (i) privacy obligations under the Customer Contract:
 - (A) more than one Unremedied Breach; or
 - (B) more than one breach which is incapable of remedy and, after the first such breach, the Customer has failed to take reasonable appropriate action to mitigate against the recurrence of such a breach;
 - (ii) obligations of confidentiality under the Customer Contract
 - (A) more than one Unremedied Breach; or
 - (B) more than one breach which is incapable of remedy and, after the first such breach, the Customer has failed to take reasonable appropriate action to mitigate against the recurrence of such a breach; or
 - (iii) obligations as to the Contractor's Intellectual Property Rights under the Customer Contract:
 - (A) more than one Unremedied Breach; or
 - (B) more than one breach which is incapable of remedy and, after the first such breach, the Customer has failed to take reasonable appropriate action to mitigate against the recurrence of such a breach;

where, for the purposes of this clause 25.6(c), "**Unremedied Breach**" means a breach which is capable of remedy and which has not been rectified within 28 days (or such longer period as stated in the Notice in Writing) of receipt of a Notice in Writing from the Contractor specifying the details of the breach; or

- (d) suffered an Insolvency Event.

CONSEQUENCES OF TERMINATION

- 25.7** In the event of termination under clause 25.2, the Customer may obtain from any other source a reasonably similar alternative to the Deliverable in which case the Contractor shall, subject to clause 18, be liable to the Customer for any reasonable expenses incurred and any losses sustained (including any price difference between the Deliverable and the similar alternative) by the Customer.
- 25.8** If the Customer Contract:
- (a) is terminated by the Customer for cause or it expires, then the Customer may provide the Contractor with written notice requiring the Contractor at its expense to remove Deliverables or to dismantle or remove work from the Customer's premises by a date stated in that notice;
 - (b) is terminated by the Contractor for cause, then the Contractor may provide the Customer with written notice requiring the Customer to return any Deliverables that have not been paid for in full, and the Customer must return those Deliverables at its expense by the date stated in that notice; and
 - (c) such termination or expiry is without prejudice to any right of action or remedy that has accrued or may accrue to either Party.

26. General

VARIATION

- 26.1** Subject to any other rights given under this Customer Contract to vary its terms and the following provisions of clause 26.2, neither a Change Request nor a Contract Variation shall be valid unless agreed in writing and signed by both the Customer and the Contractor.
- 26.2** Where the Customer Contract is entered into, the Customer must obtain the written approval of the Director General, NSW Department of Finance and Services prior to agreeing to a variation of any term or condition including a variation to any of the Protected Clauses. In such circumstances, the Contractor must obtain a copy of such written approval from the Customer before entering into the relevant Change Request that varies a term or condition including a Protected Clause.

ASSIGNMENT AND NOVATION

- 26.3** The Contractor must not assign in whole or in part or novate the Customer Contract without obtaining the prior written consent of the Customer, which consent may be withheld in its discretion.
- 26.4** The Contractor acknowledges that the Customer may conduct financial and other inquiries or checks on the entity proposing to take over the Customer Contract before determining whether or not to give consent to the assignment or novation.
- 26.5** The Customer at its own cost, may assign or novate, the Customer Contract, where by operation of statute the Customer is reconstituted into a new legal entity, to that new legal entity. If the assignment or novation changes the scope of the obligations or Deliverables to be provided by a Contractor under a Customer Contract, a Change Request (or Contract Variation, if applicable) must be effected, which will include a variation to the Price to reflect any increased costs that are incurred by the Contractor, or increased benefits that are gained by the Customer (as newly defined), as a result.

- 26.6** The Customer may, at its own cost, assign or novate the Customer Contract to any other Eligible Customer with the prior written consent of the Contractor, such consent not to be unreasonably delayed or withheld.

WAIVER

- 26.7** A waiver in respect of a breach of a provision of the Customer Contract by a Party shall not be taken to be a waiver in respect of any other breach. The failure of either Party to enforce any provision of the Customer Contract will not be interpreted as a waiver of that provision.

MATERIAL ADVERSE EVENTS

- 26.8** The Contractor must provide the Customer with Notice in Writing immediately upon becoming aware of the existence or possibility of a Material Adverse Event.

UNFORESEEN EVENTS

- 26.9** A Party is excused from performing its obligations to the extent it is prevented by an Event, except an Event that is the subject of a Business Contingency Plan. The Contractor must immediately notify the Customer of the occurrence of the Event when the Contractor becomes aware of it or when the Contractor ought reasonably to be aware of it.
- 26.10** Each Party must make all reasonable efforts to minimise the effects of the Event. If the affected Party is prevented from performing its obligations under the Customer Contract by the Event for 60 days or such other period agreed in writing, then the other Party may in its discretion immediately terminate the Customer Contract by giving Notice in Writing of termination to the other Party.
- 26.11** Where the Customer Contract is terminated by the Customer in accordance with clause 26.10:
- (a) the Contractor is entitled to payment for work performed in accordance with the Customer Contract up to the date of termination; and
 - (b) the Parties must otherwise bear their own costs and will be under no further liability to perform the Customer Contract.

SEVERABILITY

- 26.12** If any part of the Customer Contract is void or voidable, then that part is severed from the Customer Contract without affecting the continued operation of the remainder of the Customer Contract.

ENTIRE AGREEMENT

- 26.13** To the extent permitted by law:
- (a) the Customer Contract constitutes the entire understanding and agreement between the Contractor and the Customer in relation to its subject matter. Any prior representation, arrangement, agreement or undertaking given or received by either Party is superseded and shall have no effect;
 - (b) the warranties stated in the Customer Contract are the sole warranties provided by the Parties; and
 - (c) neither Party makes any other warranty, including any implied warranties of merchantability and of fitness for a particular purpose.

RIGHTS ARE CUMULATIVE

- 26.14** Subject to clause 6.33, the rights and remedies provided under the Customer Contract are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

SURVIVAL

- 26.15** The provisions of clauses 3.11 to 3.13, 6.42 to 6.44, 8.1 to 8.4, 13.4 to 13.8, 13.12, 13.13, 14.1 to 14.3, 15, 16.3, 18, 19, 25.7, 25.8, 26.15 and 26.17 and any other clause which naturally should survive termination or expiry of the Customer Contract shall survive termination or expiry of the Customer Contract.

COUNTERPARTS

- 26.16** If there are a number of counterparts of the Customer Contract, the counterparts taken together constitute one and the same instrument.

APPLICABLE LAW

- 26.17** The laws of the New South Wales govern the Customer Contract and the Parties submit to the exclusive jurisdiction of the courts of New South Wales.

SIGNED AS AN AGREEMENT

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

[Redacted signature area]

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

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

[Redacted signature area]

Print name

[Redacted signature area]

Date

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

[Redacted signature area]

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

[Redacted signature area]

Date

Schedule 1: General Order Form

General Order Form. Schedule 1 to the Customer Contract (which is Part 2 of the Procure IT Version 3.1 Framework)

CUSTOMER

Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	The Crown in Right of the State of New South Wales acting through the Department of Justice, Corrective Services NSW (ABN: 32 980 170 687)

Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's service/delivery address:	Henry Deane Building, Level 4, 20 Lee Street, Sydney, NSW 2000

Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Customer's Authorised Representative:	<p>[Redacted Name]</p> <p>[Redacted Address]</p> <p>[Redacted Phone]</p> <p>[Redacted Email]</p> <p>[Redacted Fax]</p> <p>[Redacted Job Title]</p> <p>[Redacted Position]</p> <p>[Redacted Contact Details]</p> <p>[Redacted Contact Details]</p>
	who may each act individually.

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's full legal name:	Infor Global Solutions (ANZ) Pty Limited ACN: 003 538 314 ABN: 25 003 538 314

Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's service/delivery address:	Level 13, Tower A, Zenith Centre, 821-843 Pacific Highway Chatswood NSW 2067

Item 6 Contractor's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Contractor's Authorised Representative:	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 600px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 120px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 200px; height: 15px; margin-bottom: 5px;"></div>

Item 7 Head Agreement

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

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.1)	
Specify the Head Agreement number:	Not applicable
Specify the Head Agreement title:	Not applicable
Specify the Term of the Head Agreement: Start Date: End Date:	Not applicable
If the Term of the Head Agreement has expired the Customer must obtain the Contract Authority's approval to enter into a further Customer Contract, and this approval should be attached to this	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
General Order Form.	
Insurance (clause 16.2)	
Specify the insurances required under the Head Agreement:	Not applicable
The default insurance requirement under the Head Agreement is public liability insurance with an indemnity of at least \$10,000,000 in respect of each claim for the period of cover. Specify any higher limit of cover that is required by the Head Agreement:	Not applicable
The default insurance requirement under the Head Agreement is product liability insurance with an indemnity of at least \$10,000,000 for the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	Not applicable
Specify if professional indemnity/errors and omissions insurance was required under the Head Agreement. If so, the default insurance requirement is for a limit of cover of \$1,000,000 in respect of the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	Not applicable
Workers' compensation insurance in accordance with applicable legislation:	Not applicable
Specify any other type of insurance required under the Head Agreement and the specified amount:	Not applicable
Performance Guarantee (clause 17.1)	
Specify if the Contractor was required to provide a Performance Guarantee under the Head Agreement:	Not applicable

Item 8 Modules that form part of the Customer Contract

Formation (clause 3.8(a))

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

- | | | | |
|--|--------------------------|---|--------------------------|
| Module 1 – Hardware Acquisition and Installation | <input type="checkbox"/> | Module 11 – Telecommunications Services | <input type="checkbox"/> |
| Module 2 – Hardware Maintenance and Support Services | <input type="checkbox"/> | Module 12 – Managed Services | <input type="checkbox"/> |
| Module 3 – Licensed Software | <input type="checkbox"/> | Module 13 – Systems Integration | <input type="checkbox"/> |
| Module 4 – Development Services | <input type="checkbox"/> | Module 14 – Hosting Services | <input type="checkbox"/> |
| Module 5 – Software Support Services | <input type="checkbox"/> | Module 15 – Satellite Services | <input type="checkbox"/> |
| Module 6 – Contractor Services | <input type="checkbox"/> | | <input type="checkbox"/> |

Module 7 – <u>Professional Services</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Module 8 – Training Services	<input type="checkbox"/>	<input type="checkbox"/>
Module 9 – Data Migration	<input type="checkbox"/>	<input type="checkbox"/>
Module 10 – <u>X as a Service</u>	<input checked="" type="checkbox"/>	

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

Formation (clause 3.8(b))

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

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

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	The date on which the last party signs.
Specify the end of the Contract Period:	Three (3) years from the start of Stage 2 (unless terminated earlier)
Specify any period of extension of the Contract Period in days/weeks/years:	Two (2) successive options to extend: First extension: One (1) year Second extension: One (1) year The exercise of each of these two (2) options will be at the sole discretion of the Customer in accordance with clause 2.4 of the Customer Contract.

Item 11 Common Details

Formation (clause 3.4)			
Product and/or Service	Price per Unit	Quantity	Extended Price
The Customer has no obligation to proceed to Stage 2 Solution Build and Configuration and First Year and subsequent Recurring Services and may terminate without incurring any penalty or fee at the conclusion of			

Formation (clause 3.4)			
Product and/or Service	Price per Unit	Quantity	Extended Price
Stage 1 or earlier. Payment of the Subscription Fee for Recurring Services is contingent on the Customer proceeding to Stage 2.			
(1) SUPPLY AND INSTALL			
Stage 1 - IPS			
Implementation Planning Study Including Project Management Solution Blueprint and specifications for Cyclic Rostering Enhancement, ERP Interface and IVR Interface	●	■■■ ■■■	■■■■
Subscription. Six month initial subscription term fee			■■■■
Stage 1 Contract Price			■■■■
	Delivery Charges:		■■
	Any Other Charges:		■■
	GST:		■■■■
Stage 1 Contract Price (inc GST)			■■■■
Stage 2 – Solution Build and Configuration			
Implementation Other Services			
Project Management Services	■■■■	●	■■■■
Configuration Services	■■■■	●	■■■■
Acceptance Testing Services	■■■■	●	■■■■
Training Services	■■■■	●	■■■■
Transition Services	■■■■	●	■■■■
Post Go-Live Production Support	■■■■	●	■■■■
	Sub-Total:		■■■■
(2) Subscription			
Three Year Annual SaaS - Subscription Fees including Xtreme Elite Maintenance and Support			
1 st Year SaaS Fee including Support and Maintenance			■■■■
2 nd Year SaaS Fee including Support and Maintenance			■■■■
3 rd Year SaaS Fee including Support and Maintenance			■■■■
Two Annual Optional Extension Periods - SaaS Subscription Fees including Elite Maintenance and Support			
4 th Year SaaS Fee including Support and Maintenance			■■■■
5 th Year SaaS Fee including Support and Maintenance			■■■■
	Delivery Charges:		■■
	Any Other Charges:		■■

Formation (clause 3.4)			
Product and/or Service	Price per Unit	Quantity	Extended Price
		GST:	████████
Stage 2 Contract Price (inc GST)		Total Amount:	████████
TOTAL Stage 1 and Stage 2 Contract Price (inc GST)			████████
<p>The Customer may purchase additional user subscriptions from Infor at the price listed below for a 12 Month period commencing from the commencement of Stage 2.</p> <p>For 1200 additional End Users of the components listed at clause 1.2 of Attachment 3-3:Service Definition of the Schedule 3 Service Level Agreement for a period of 12 months from the commencement of Stage 2, the annual recurring price will be ██████████ AUD (excluding GST).</p>			

Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	Silverwater Correctional facility Holker Street, SILVERWATER 2128
Specify any delivery instructions:	As specified in the PIPP (Schedule 12) and the Service Level Agreement (Schedule 3). Compliance with security requirements specified in Additional Condition 3 in Item 43 of this General Order Form.
Specify the hours during which delivery may be made to the Site:	7:00am to 5:30pm Monday to Friday, or as otherwise agreed in writing by the Parties prior to any delivery to the Site. The Services are to be available as specified in Schedule 3 (Service Level Agreement).

Item 13 Contract Specifications

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
<p>If the Contract Specifications are the User Documentation leave this Item blank.</p> <p>If the Contract Specifications comprise other documents, list those documents in order of priority:</p>	<p>The following documents form part of the Contract Specifications:</p> <ul style="list-style-type: none"> • The following items from the Contractor's response to the RFT 1211-05-02: <ul style="list-style-type: none"> ○ Annexure 1 CSNSW Workforce Scheduling Requirements; ○ Annexure 2 Tender Response to

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>Functional and Non-Functional Requirements.</p> <ul style="list-style-type: none"> • Infor 'Binding Letter of Intent' dated 21 April 2016 (Annexure 1 of Schedule 1 General Order Form) • Project Implementation and Payment Plan (Schedule 12) • Service Level Agreement (Schedule 3) • Remaining Modules as indicated in Item 8 • Remaining Schedules as indicated in Item 9

Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clauses 11.1 and 11.2)	Other than in respect of Stage 1 (which is to be billed on a time and materials basis), all prices are fixed in Australian Dollars, including any extension period. It is an express condition of the Contract that any foreign exchange rate risk is borne by the Contractor.
Invoicing (clause 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	<p>Invoices must be addressed to:</p> <ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED]
Specify address to which invoices should be sent:	<p>Invoices must be sent to the following:</p> <ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED]
Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment. If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.	30 calendar days.
Specify when the Contract Price must be paid: E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery". If payment is to be made on more than one occasion then consider using a PIPP under Item 20.	<ol style="list-style-type: none"> (1) The Supply and Install payments are payable in accordance with the Milestones set out in Schedule 12 - PIPP in the payment plan (13) project milestones table. (2) For Fixed Fee services, a retention amount of 5% (of each billing milestone) will be held by Customer and will be released to Contractor once each milestone/deliverable is accepted/passed. (3) For Time and Materials services, a retention

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>amount of 5% (of the monthly invoice) would be held by Customer and would be released to Contractor once Customer executes a Variation for additional services (such Variation to be executed within 60 days of Infor providing final applicable Deliverables) or if Customer does not proceed with any further services.</p> <p>(4) The Customer has no obligation to proceed to Stage 2 Solution Build and Configuration and Recurring Services and may terminate without penalty or fee at the conclusion of Stage 1.</p> <p>(5) Payment of the Year 1 and subsequent Subscription Fees for Recurring Services is contingent on the Customer proceeding to Stage 2.</p> <p>(6) Subscription Fee: If the Customer advises the Contractor that the Customer will proceed to Stage 2, then the first year subscription fee is payable in advance within 30 days from receipt of a Correctly Rendered Invoice after the Stage 2 Subscription Service Ready Date as set out in Schedule 3 (Service Level Agreement).</p>
	<p>(7) The subsequent subscription fee for the second year is payable yearly in advance within 30 days from receipt of a Correctly Rendered Invoice after the anniversary of the Stage 2 Subscription Service Ready Date providing that the service continues to be provided and meets the agreed Schedule 3 Service Level Agreement.</p> <p>(8) A proportion of the subscription fee for the third year based on the remaining Contract Period, is payable in advance within 30 days from receipt of a Correctly Rendered Invoice after the second anniversary of the Stage 2 Subscription Service Ready Date providing that the service continues to be provided and meets the agreed Schedule 3 Service Level Agreement. For the avoidance of doubt, if after two years from the Stage 2 Subscription Service Ready Date there are six months remaining of the Contract Period, then 50% of the yearly subscription fee is payable in advance within 30 days from receipt of a Correctly Rendered Invoice.</p> <p>All As further described in the PIPP.</p>
Specify whether the Contract Price is fixed: E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:	Not for Stage 1. The Contract Price for Stage 2 will be fixed at the end of Stage 1.

Item 15 User Documentation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
User Documentation (clause 5.4(b))	
Specify the Price of any additional copies	Nil.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
of the Standard User Documentation:	

Item 16 Management Committee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Management Committee (clause 6.4)	
List the name/s of the Contractor's project manager, officers or other relevant persons who will sit on the management committee:	<ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED]
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	Review and monitor progress under the Customer Contract. The Management Committee and its processes are to be established within four weeks after the Commencement Date. Details as specified in Attachment 3-2 (Management Committee) to Schedule 3 (Service Level Agreement).
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	<ul style="list-style-type: none"> • [REDACTED] • [REDACTED]
Management Committee (clause 6.8)	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	As specified in Schedule 12 – Project Implementation and Payment Plan.
Specify any other details:	Further meetings to be held as agreed.

Item 17 Performance Review Procedures

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Reviews (clause 6.10)	
Specify if a service and performance review/s of the Contractor's performance of the Customer Contract is to apply:	Yes, in accordance with Schedule 3 – Service Level Agreement
Specify any specific time intervals for	As specified in Schedule 3 – Service Level Agreement

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
service and performance reviews:	

Item 18 Site Preparation and Maintenance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Site Specifications (clause 6.12)	
Specify if a Site Specification is required:	No
Access to Customer's Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	Contractor's Personnel must undergo: <ul style="list-style-type: none"> National Criminal History Record Check (conducted by CSNSW) Online CSNSW Security Awareness course Compliance with security requirements specified in Additional Condition of Item 43 General Order Form.
Specify any requirements for the preparation and maintenance of the Site:	Not applicable

Item 19 Implementation Planning Study

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Implementation Planning Study (clause 6.14)	
Specify if the Contractor must provide an implementation planning study:	Yes
Specify the implementation planning study objectives and time for provision of study:	As specified in Schedule 12 – Project Implementation and Payment Plan the objectives are to assess all configuration and implementation work required to enable the Workforce Scheduling System to operate in accordance with the Contract Specifications.
Date for delivery of the implementation planning study to the Customer:	As specified in Schedule 12 – Project Implementation and Payment Plan the estimated date of delivery of the implementation planning study to the Customer is within 20 weeks from the Commencement Date.
Specify if the implementation planning study need to undergo Acceptance Tests in accordance with clause 10.1(b):	Yes the implementation planning study will need to undergo Acceptance Tests in accordance with clause 10.1(b).

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

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Project Schedule (clause 6.17)	
Invoicing (clause 11.7)	
Specify if a PIPP has been created.	Yes, as specified in Schedule 12 – Project Implementation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>If so, identify the document in this Item and attach as an Annex to this General Order Form:</p> <p>E.g. the PIPP is in a document "PIPP v1_1 27/10/11" and Annexure 1 to the Customer Contract.</p>	and Payment Plan.
Staged Implementation (clause 6.20)	
<p>Specify if there is to be Staged Implementation:</p> <p>If so, details of the Deliverables that comprise each Stage must be stated in the PIPP together with the period during which the Customer must give written notice to move to the next Stage (if greater than 10 Business Days):</p>	<p>Yes. Please see details in the PIPP.</p> <p>Customer must give written notice to move to Stage 2 within 20 Business Days.</p>

Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clause 6.28 to 6.34)	
Specify if Liquidated Damages (LDs) will apply:	Liquidated Damages will not apply.
Specify the Milestones which are LD Obligations:	
Specify the Due Date for completion of each LD Obligation:	
Specify the calculation and amount of LDs for each LD obligation:	
Specify the maximum number of days LDs are to be paid for each LD obligation:	

Item 22 Customer Supplied Items (CSI) and Customer Assistance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Supplied Items (CSI) (clause 6.36)	
<p>Specify each CSI to be provided by the Customer:</p> <p>CSI may be:</p> <ul style="list-style-type: none"> office access, desks etc (specify location, standards, times of access); Hardware or software (specify equipment, capacity, versions of software and dates of availability); VPN access or other remote access (specify capacity and hours available). <p>[Note: details of any Customer Personnel</p>	<ul style="list-style-type: none"> • Customer's Interactive Voice Recognition (IVR) solution. • Hardware and operating systems as specified by Contractor to develop, test and operate the proposed solution within the defined IT Architecture • Monitors for the display of Project Rosters • environmental, operational, safety and management requirements in relation to the Customer's Site that are necessary for the provision of the Deliverables

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
should be specified in Item 26].	<ul style="list-style-type: none"> • reasonable basic office facilities for the nominated team members for the period from Implementation Planning Study Commencement through systems acceptance testing of the solution. This will include: <ul style="list-style-type: none"> • desks, chairs and secured filing cabinets, whiteboards, • telephones (STD access for key project team members as required) • Customer standard operating environment computer workstations, network connections, internet access and e-mail • Copies of policies and procedures which Contractors are expected to follow • Contractors to be located at the Sites • access to shared printing, photocopying and facsimile facilities • access to shared meeting rooms • access for remote VPN connection.
Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractor's rights of access to any third party support help desk, the hours and service levels to which support and maintenance must be available to the Contractor:	Not Applicable.
Specify the times when each CSI is to be provided:	As specified in the Project Plan to be developed in the Implementation Planning Study
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	Not Applicable.
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	Contractor to verify CSI's as specified in Schedule 12 – Project Implementation and Payment Plan
If so, specify the verification check process for each CSI: Include: <ul style="list-style-type: none"> a process to manage satisfactory and unsatisfactory verification checks; a process to manage 'reissued' CSI's: a process to manage repeat CSI verification checks: a process to manage 'draft' or 	As specified in Schedule 12 – Project Implementation and Payment Plan. Contractor will maintain an issues register and include any issues relating to CSI's as specified in Schedule 12 – Project Implementation and Payment Plan.

