

# Schedule 1: General Order Form



## CUSTOMER

### Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Formation (clause 3.4)</b>	
Specify the Customer's full legal name:	Department of Justice (Historic Entity: Department of Attorney General & Justice Corrective Services NSW)

### Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Formation (clause 3.4)</b>	
Specify the Customer's service/delivery address:	Corrective Services NSW Henry Deane Building 20 Lee Street Sydney NSW 2000  GPO Box 31 Sydney NSW 2001  AND  NSW Department of Justice Parramatta Justice Precinct 160 Marsden Street Parramatta NSW 2150  Locked Bag 5111 Parramatta NSW 2124

### Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Representatives (clause 23.1)</b>	
Specify an employee who is the Customer's Authorised Representative:	Executive Director, Information Technology Services Chief Information Officer

## CONTRACTOR

### Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Formation (clause 3.4)</b>	
Specify the Contractor's full legal name:	Australian Centre for Advanced Computing and

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	Communications Pty Limited (Trading As: ac3 Pty Limited)

### Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Formation (clause 3.4)</b>	
Specify the Contractor's service/delivery address:	Australian Technology Park Bay 8, Suite 7002 2 Locomotive Street Eveleigh NSW 2015

### Item 6 Contractor's Representative

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

### 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
<b>Formation (clause 3.1)</b>	
Specify the Head Agreement number:	2050
Specify the Head Agreement title:	Service Agreement for NSW Government Agency
Specify the Term of the Head Agreement: Start Date: End Date:  If the Term of the Head Agreement has expired the Customer must obtain the Contract Authority's approval to enter into a further Customer Contract, and this approval should be attached to this General Order Form.	Open 27 <sup>th</sup> November 2003 See note following.  NSW Procurement Board resolved to approve the continuation of the Contract and the former State Contracts Control Board exemption dated 27 February 2001 in favour of ac3 until the 20 <sup>th</sup> December 2015
<b>Insurance (clause 16.2)</b>	
Specify the insurances required under the Head Agreement:	Public liability insurance of at least \$5 million Workers' compensations insurance
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 under the Head Agreement

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
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 under the Head Agreement
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:	Refer section 8.5 to 8.8 of the Head Agreement Indemnity Refer section 12.3 of the Head Agreement Limitation of Liability
Workers' compensation insurance in accordance with applicable legislation:	Refer section 12.5 of the Service Agreement (2050)
Specify any other type of insurance required under the Head Agreement and the specified amount:	Not applicable under the Head Agreement
<b>Performance Guarantee (clause 17.1)</b>	
Specify if the Contractor was required to provide a Performance Guarantee under the Head Agreement:	Not applicable under the Head Agreement

## 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 checked="" type="checkbox"/>	Module 12 – Managed Services	<input checked="" type="checkbox"/>
Module 3 – Licensed Software	<input checked="" type="checkbox"/>	Module 13 – Systems Integration	<input type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 14 – Hosting Services	<input checked="" 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 – Professional Services	<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 – X as a Service	<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	Applies	Schedule 7 – Statutory Declaration - Subcontractor	<input type="checkbox"/>
Schedule 2 – Agreement Documents	<input checked="" type="checkbox"/>	Schedule 8 – Deed of Confidentiality	<input checked="" type="checkbox"/>
Schedule 3 – Service Level Agreement	<input checked="" type="checkbox"/>	Schedule 9 – Performance Guarantee	<input type="checkbox"/>
Schedule 4 – Variation Procedures	<input checked="" type="checkbox"/>	Schedule 10 – Financial Security	<input type="checkbox"/>
Schedule 5 – Escrow Agreement	<input 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
<b>Contract Period (Clause 2.4)</b>	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	1 July 2014
Specify the end of the Contract Period:	Two (2) years following the commencement date.
Specify any period of extension of the Contract Period in days/weeks/years:	Three (3) years (+1 +1 +1)

**Item 11 Common Details**

Formation (clause 3.4)			
Product and/or Service	Price per Unit	Quantity	Extended Price
Service details and pricing shall be provided within the Contractor's Service Catalogue and Managed Services Quotation appended to this Agreement			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

		\$
	<b>Sub-Total:</b>	\$
	<b>Delivery Charges:</b>	\$
	<b>Any Other Charges:</b>	\$
	<b>GST:</b>	\$
This is the Contract Price (plus GST)	<b>Total Amount (per Month):</b>	\$
	<b>Total Amount (Per Annum)</b>	\$

### Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Delivery (clause 5.1)</b>	
Specify the address of the Site where delivery is to be made:	[REDACTED ADDRESS]
Specify any delivery instructions:	<p>Unless otherwise noted all deliveries of equipment, software etc are to be made to Site 1. Delivery arrangements must be made no later than 72 hours prior to delivery otherwise item/s cannot be accepted.</p> <p>Storage of items within data centres is not possible and should be installed into racks on the day of delivery.</p> <p>Customer access to any site must follow the process as specified in the ac3 Site Access Procedure.</p>
Specify the hours during which delivery may be made to the Site:	9.00am-5.00pm AEST Monday to Friday (excluding gazetted public holidays)

### Item 13 Contract Specifications

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Formation (clause 3.4)</b>	
<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>	

## Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Payment (clauses 11.1 and 11.2)</b>	
<b>Invoicing (clause 11.7 and 11.9)</b>	
Specify the Customer's officer to receive invoices:	Centralised Accounts Payable
Specify address to which invoices should be sent:	Corrective Services NSW Centralised Accounts Payable GPO Box 7065 Sydney, NSW 2001
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.	Payment is due within 30 days from receipt of a correctly rendered invoice in accordance with the <i>Corrective Services NSW Finance Division Standard Terms and Conditions for Suppliers</i> available at the following address:  www.correctiveservices.nsw.gov.au
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.	Services provided under this Agreement are payable monthly in advance. Payment for goods and services provided outside of this Agreement are subject to the provisions of the Head Agreement and any applicable Statement of Work.
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:	The price will be increased on each anniversary of the term of the agreement to an amount calculated by multiplication of the then current price by a fraction the denominator of which is the CPI current one year previously and the number of which is the then current CPI.  'CPI' means the weighted average of the All Groups Price Index Numbers for the eight capital cities of the states and territories of Australia published from time to time by the Australian Bureau of Statistics or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia.  'Price' refers to all non-catalogue services specified within this agreement. No escalation or increase is applicable to amortised hardware costs or operating costs, which are charged as actuals.  Any other variations to pricing must be agreed between the parties in writing with no less than thirty (30) days' notice and implemented via the agreed variation process at Schedule 4 of this Agreement.

## Item 15 User Documentation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>User Documentation (clause 5.4(b))</b>	
Specify the Price of any additional copies of the User Documentation:	Additional copies of User Documentation, where applicable under clause 5.4(a) will be provided in soft copy only, free of charge.

## Item 16 Management Committee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Management Committee (clause 6.4)</b>	<b>Executive Governance Meeting</b>
List the name/s of the Contractor's project manager, officers or other relevant persons who will sit on the management committee:	Chief Executive Officer Professional Services Program Manager Sales Manager Account Executive
<b>Management Committee (clause 6.6)</b>	
Specify the function to be performed by the management committee:	Actions arising Data Centre Lifecycle Roadmap status update Broader governance issues Service management
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	Executive Director, Information Technology Services (CIO) Director, Infrastructure Director, Governance Director, Service Management Director, Information Management Director, Enterprise Resource Planning Director, Specialist Systems Director, Justice Integrated Systems
<b>Management Committee (clause 6.8)</b>	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	The Executive Governance Meeting will be held monthly at a date and venue agreed between the parties.
Specify any other details:	

## Item 17 Performance Review Procedures

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Performance Reviews (clause 6.10)</b>	
Specify if a service and performance review/s of the Contractor's performance of the Customer Contract is to apply:	Performance reports are to be provided on a monthly basis in the form specified at Item 40 for review as specified in the Service Level Agreement  All issues of concern arising from that review are to be documented in a Continuous Improvement & Non Conformance (CINC) report in accordance with the Customer's Vendor Performance Review Procedure noted at Schedule 2 and appended to this Agreement.  Unresolved CINC's are to be escalated to the Executive Governance Committee for action on a monthly basis.
Specify any specific time intervals for service and performance reviews:	Monthly in accordance with the reporting schedule specified at Item 40.

## Item 18 Site Preparation and Maintenance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Site Specifications (clause 6.12)</b>	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify if a Site Specification is required:	Not applicable
<b>Access to Customer's Site (clause 7.1(b))</b>	
Specify any other requirements in relation to the Site access:	Access to the Customer's sites shall be granted via the issue of an Identification Card in accord with the Customer's established security protocols and governance appended to this Agreement, requiring the approval of the Customer's delegated officers. Where access is not granted via an Identification Card, the Contractor's representatives must be escorted at all times.
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
<b>Implementation Planning Study (clause 6.14)</b>	
Specify if the Contractor must provide an implementation planning study:	Not applicable
Specify the implementation planning study objectives and time for provision of study:	
Date for delivery of the implementation planning study to the Customer:	
Specify if the implementation planning study need to undergo Acceptance Tests in accordance with clause 10.1(b):	

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

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Project Schedule (clause 6.17)</b>	
<b>Invoicing (clause 11.7)</b>	
Specify if a PIPP has been created. If so, identify the document in this Item and attach as an Annex to this General Order Form: E.g. the PIPP is in a document "PIPP v1 1 27/10/11" and Annexure 1 to the Customer Contract.	Refer to the DPJ_Datacentre Migration_PMP_v1.0 document referenced at Schedule 2 and appended to this Agreement.
<b>Staged Implementation (clause 6.20)</b>	
Specify if there is to be Staged Implementation: If so, details of the Deliverables that comprise each Stage must be stated in the PIPP together with the period during which the Customer must give written notice to	Refer to the DPJ Datacentre Migration PMP v1.0 document referenced at Schedule 2 and appended to this Agreement.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
move to the next Stage (if greater than 10 Business Days):	

### Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Liquidated Damages (clause 6.28 to 6.34)</b>	
Specify if Liquidated Damages (LDs) will apply:	Not applicable
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
<b>Customer Supplied Items (CSI) (clause 6.36)</b>	
<p>Specify each CSI to be provided by the Customer:</p> <p>CSI may be:</p> <ul style="list-style-type: none"> <li>office access, desks etc (specify location, standards, times of access);</li> <li>Hardware or software (specify equipment, capacity, versions of software and dates of availability);</li> <li>VPN access or other remote access (specify capacity and hours available).</li> </ul> <p>[Note: details of any Customer Personnel should be specified in Item 26].</p>	<p>Access to the Customer's head office location shall be provided via Identification Card as specified at Item 18 for key personnel nominated by the Contractor and approved by the Customer's Chief Information Officer from time to time.</p> <p>Where the Contractor requires an on-site presence at the Customer's location on an ongoing basis, the Contractor's representative(s) shall be allocated a designated desk, telephone with local and national dialling, computer with access to the Customer's network and such electronic resources as determined by the Director, Infrastructure, and approved by the Chief Information Officer.</p> <p>VPN access to CSI will be provided as a service under commercial arrangements as part of the contracted services specified in this agreement and as required by the customer.</p> <p>The Customer shall provide software resources and license keys for owned Software Assets where required to facilitate installation and system maintenance.</p> <p>The Contractor shall be granted access to the Customer's Microsoft Key Management Server (KMS) to enable the installation and maintenance of software applications as required.</p>
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	<p>Maintenance and lifecycle management of CSI located at the Customer's premises shall be managed by the Contractor at the Customer's expense as specified within the relevant Modules appended to this Agreement.</p> <p>Any Contractor's representative(s) located at the Customer's premises shall have access to the Customer's internal</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
maintenance must be available to the Contractor:	<p>Service Desk. In the event that access to third party resources is required, e.g. Telstra, such access shall be determined by the Director, Infrastructure &amp; Platforms and approved by the Chief Information Officer on an as-needed basis.</p> <p>Maintenance and support arrangements for CSI located at the Contractor's premises shall be as specified at Module 2 of this Agreement.</p>
Specify the times when each CSI is to be provided:	<p>Access to the Customer's premises shall, if approved, be provided within three (3) working days of the initial request.</p> <p>Facilities and equipment required at the Customer's premises for any Contractor's representative(s) shall be provided within twenty-four (24) hours.</p> <p>Access to electronic resources including network accounts, system access and other electronic access shall be provided within five (5) working days of the initial request if approved.</p> <p>CSI located at the Contractor's premises is accessible in accordance with the ac3 Access Procedure.</p>
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	<p>AS/NZS ISO/IEC 18028:2008 Network Security Management</p> <p>AS/NZS ISO/IEC 18028.2:2006 Network Security Architecture</p> <p>AS/NZS ISO/IEC 27001 Information Security Management Systems</p> <p>All Customer's governance as appended at Schedule 2 of this agreement</p>
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	Copies of the Contractor's certification against AS/NZS ISO/IEC 27001 Information Security Management Systems must be supplied on an annual basis to the Customer.
<p>If so, specify the verification check process for each CSI:</p> <p>Include:</p> <ul style="list-style-type: none"> <li>a process to manage satisfactory and unsatisfactory verification checks;</li> <li>a process to manage 'reissued' CSI's:</li> <li>a process to manage repeat CSI verification checks:</li> <li>a process to manage 'draft' or 'incomplete' and 'updated' CSI's;</li> <li>a process to manage rejected CSI's:</li> <li>a process to manage previously satisfactory CSI which becomes defective:</li> <li>a list of required verification check forms and/or registers and a corresponding data entry process:</li> <li>a list of Customer and Contractor nominee/s for responsibility to undertake verification checks:</li> </ul>	Verification of CSIs will be carried out in accordance with Asset Management requirements specified within the Service Level Agreement and at Module 1 of this Agreement where hardware is acquired for the purpose.
Specify any amount payable by the Contractor to the Customer for any item of CSI:	Not applicable. Ownership of all CSI remains with the Customer. Upon any item of CSI reaching end of life status or being no longer required, it must be returned to the Customer for secure disposal or redeployment as determined

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	by the Customer.
<b>Customer Assistance (clause 6.41)</b>	
Specify the instructions, information, data, documents, specifications, plans, drawings and other materials that must be provided by the Customer to the Contractor:	

### Item 23 Escrow

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

### Item 24 Business Contingency Plan

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Business Contingency (clause 6.45)</b>	
Specify if a Business Contingency Plan is required:	The Contractor is required to maintain a Business Continuity Plan in concert with the Customer and aligned with their ISO / IEC 27001 Information Security Management Certification.
Specify when the Business Contingency Plan is required:	Business Continuity Plans must be maintained by both the Contractor and Customer on an ongoing basis for the duration of this Agreement.
Specify any information to be included in the Business Contingency Plan including the business contingency services required and the period of the services:	
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	The Contractor's Business Continuity Plan must be reviewed and updated on an annual basis at minimum or on any schedule required under their ISO / IEC 27001 Information Security Management Certification.
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	The Contractor's Business Continuity Plan must be tested on an annual basis at minimum or on any schedule required under ISO / ECI 27001 Information Security Management Certification.

### Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Access to Customer's Site (clause 7.4)</b>	
Specify any secrecy or security requirements that the Contractor and its	The Contractor and its representatives, including subcontractors, must agree:

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Personnel must comply with: E.g. insert a reference to any document that includes a security requirement.</p>	<ul style="list-style-type: none"> <li>To execute and comply with the Memorandum of Understanding between the parties appended to this Agreement;</li> <li>To comply with the security requirements of the Customer's Security Policies, Standards and Procedures;</li> <li>To undergo a criminal records checks as deemed appropriate by the Customer;</li> <li>To comply with any security requirements of the Customer in relation to its premises or operations as notified from time to time.</li> </ul>

### Item 26 Customer's Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p><b>Personnel General (clause 8.5)</b></p> <p>Specify the Customer's Personnel who will be available to work with the Contractor and their roles and responsibilities: Also specify the times and duration of their involvement as well as their authority levels:</p>	<p>Executive Director, Information Technology Services (Chief Information Officer) Director, Governance Director, Infrastructure Director, Service Management Director, Information Management Director, Enterprise Resource Planning Director, Specialist Systems Director, Justice Integrated Systems Assistant Directors Application Managers Technical Leads Change Manager</p> <p>Roles and Responsibilities are as defined within the RACI (Responsible/Accountable/Consulted/Informed) tables within the ac3 Contracted Roles and Responsibilities document.</p> <p>The customer's personnel will have varying levels of involvement and this will specify the duration that each individual will be required. Authorisation to vary the contents of this contract is limited to the Chief Information Officer.</p>

### Item 27 Specified Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p><b>Specified Personnel (clause 8.8)</b></p> <p>Specify the identity and roles and responsibilities of any of the Contractor's Specified Personnel:</p>	<p>Chief Executive Officer Professional Services Program Manager Lead Architect</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	Sales Manager Operations Manager Service Delivery Manager  Roles and Responsibilities are as defined within the RACI (Responsible/Accountable/Consulted/Informed) tables within the ac3 Contracted Roles and Responsibilities document.

### Item 28 Subcontractors

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Agents and Subcontractors (clause 8.17)</b>	
Specify which subcontractors are required to provide a Statutory Declaration by Subcontractor, substantially in the form of Schedule 7:	Subcontracting arrangements are subject to Clause 15 of the Head Agreement. Subcontracted parties are considered representatives of the Contractor and are therefore bound by all provisions of this Agreement.

### Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Contractor Warranties (clause 9.1(h))</b>	
Specify any quality standard accreditation arrangements the Contractor must hold during the Contract Period:	Information Technology Infrastructure Library (ITIL) ISO/IEC 27001 Information Security Management Systems - Requirements

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

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Contractor Warranties (clause 9.1(g))</b>	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	The Contractor shall comply with all laws governing the state of New South Wales.
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	The Contractor shall comply with the Customer's governance requirements and the Memorandum of Understanding to be executed between the parties appended to this Agreement.

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

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Customer Warranties (clause 9.3(h))</b>	
Specify any laws (other than Statutory Requirements) the Customer is to comply	The Customer shall comply with all laws governing the state of New South Wales.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
with:	
Specify any codes, policies, guidelines or standards the Customer is to comply with:	The Customer is to comply with the Contractor's governance requirements and the Memorandum of Understanding to be executed between the parties and appended to this Agreement.

### Item 32 Acceptance Testing

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Part 3 Dictionary (clauses 1.2 to 1.4)</b>	Acceptance Testing applies only to new developments undertaken as part of a Statement of Work separate to this Agreement and requiring variation to this Agreement under the agreed process at Schedule 4.
<b>Acceptance Test Notification Period</b> is the period from the end of the Acceptance Test Period, within which the Customer must provide to the Contractor written notice of the result of the Acceptance Test. Specify this period: If no period is specified, the period is 2 Business Days:	
<b>Acceptance Test Data</b> is the data that is provided by the Customer, and agreed by the Contractor that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing. Specify the Acceptance Test Data:	Not applicable
<b>Acceptance Test Period</b> is the period for the performance of any Acceptance Tests for any Deliverable. Specify this period: If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.	
<b>Acceptance (clause 10.1)</b>	
For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing: If not, the Deliverable will be Accepted under clause 10.1(a).	
If a Deliverable is not to undergo Acceptance Tests, specify the period required following delivery of the Deliverable as required by the Order Documents when the Actual Acceptance Date (AAD) for a Deliverable occurs: If no period is specified, then the period is 2 Business Days.	
<b>Conducting Acceptance Tests (clause 10.3)</b>	
For each Deliverable that is to undergo Acceptance Tests, specify details of the	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Acceptance Testing requirements:	
Specify the identification of the Deliverables or part of the Deliverables to be tested:	
Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:	
Specify which Party is to provide the test environment, including hardware, software, power, consumables and other resources and when the environment and resources must be ready for use:	
Specify the methodology and process for conducting Acceptance Tests:	
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	
Specify the Acceptance Test Data required:	
If an Acceptance Test document has been created that addresses the above points it can be attached to the General Order Form by identifying the document here:	

### Item 33 Credit/Debit Card

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Payment (clause 11.3)</b>	
Specify any credit/ debit card or electronic facility that the Customer may use to pay the Contractor:	Payment will be made via electronic funds transfer (EFT) into the following bank account and in accordance with the terms specified at Item 14 above. <div style="background-color: black; width: 100%; height: 1.2em; margin-top: 5px;"></div> <div style="display: flex; justify-content: space-between; width: 100%; margin-top: 5px;"> <div style="background-color: black; width: 20%; height: 1.2em;"></div> <div style="background-color: black; width: 20%; height: 1.2em;"></div> </div>
Specify any fee that is applicable for payment by credit/debit card	Not applicable

### Item 34 Intellectual Property

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Existing Material (clauses 13.7 and 13.9)</b>	
Specify any terms and condition applicable for granting a license for Existing Material owned by a third party:	Refer section 8 Intellectual Property Rights of the Head Agreement

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any fees to be charged for any license to use any of Contractor's Existing Materials:	Not applicable
<b>Customer Owned New Material (clause 13.10)</b>	
Specify if clause 13.10 applies, and if so, to which items of New Material:	Refer section 3.3 Provision of Services of the Head Agreement

### Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Confidentiality (clause 14.1)</b>	
Specify if the Contractor must arrange for its Subcontractors to execute a Deed of Confidentiality substantially in the form of Schedule 8 – Deed of Confidentiality:	All representatives of the Contractor, including Subcontractors are required to abide by the requirements of Item 25 above including the execution of confidentiality agreements in accord with the Customer's security policies. The Contractor is responsible for conducting the relevant checks and maintenance of records.

### Item 36 Insurance Requirements

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Insurance (clause 16.7)</b>	
Level of indemnity of public liability insurance in respect of each claim for the period of cover. The default requirement in the Customer Contract is \$10,000,000 [Only specify if a higher limit of cover that is required by the Customer Contract:]	Refer section 12 Liability and Insurance of the Head Agreement
Level of indemnity of product liability insurance for the total aggregate liability for all claims for the period of cover. The default requirement in the Customer Contract is \$10,000,000 [Only specify if any higher limit of cover that is required by the Customer Contract:]	Refer section 12 Liability and Insurance of the Head Agreement
If Services are being provided under the Customer Contract the default level of indemnity of professional indemnity insurance for the total aggregate liability for all claims for the period of cover is \$1,000,000 [Only specify is a higher limit that is required by the Customer Contract:]	Refer section 12 Liability and Insurance of the Head Agreement
Specify any additional insurance that the Contractor is to hold, including the type of insurance, the term of the insurance and the amount of the insurance:	Not applicable

### Item 37 Performance Guarantee

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

### Item 38 Financial Security

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

## Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p><b>Limitation of Liability (clause 18)</b></p> <p>If the Parties cannot agree the amount that is legally payable under the Customer Contract for the:</p> <ul style="list-style-type: none"> <li>• Non-Recurring Service or Product; and/or</li> <li>• Short Term Recurring Service</li> </ul> <p>(as applicable) insert the amount that the Parties agree is the best estimate of the Contract Value for the relevant item (the Estimated Contract Price).</p> <p>Note: It may be necessary to separately identify the amounts payable under a single Customer Contract into separate amounts that are attributable to each of the different types of Product/ Service.</p> <p><b>(See the definition of Contract Value in Part 3)</b></p>	<p>Refer section 12 Liability and Insurance of the Head Agreement</p>
<p>If Services are being provided under any of the following Modules:</p> <p>Module 6 – IT Personnel; Module 7 – Professional Services; Module 8 – Data Management; Module 11 – Web Services; Module 16 - Project Management Services; Module 17 - Change Management Services; Module 18 - Knowledge Transfer Services; or Module 20 - Whole of Government Requirements</p> <p>specify whether the Parties regard the relevant Services as being:</p> <ul style="list-style-type: none"> <li>• the supply of a service of the same type on a periodic basis, and so are to be classified as Recurring Services for the purpose of the limitation of liability; or</li> <li>• provided in respect of a specific project where the Contractor has been engaged by a Customer to produce, create or deliver a specified outcome or solution that may be subject to Acceptance Testing, in which case the Services are to be classified as Non-Recurring Services for the purpose of the limitation of liability.</li> </ul> <p><b>(See definition of Non-Recurring Services and Recurring Services in Part 3)</b></p>	<p>Services provided under the terms of this Agreement are considered to be Recurring Services for the purposes of this Item.</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the alternative cap of liability (clause 18.3):	Refer section 12 Liability and Insurance of the Head Agreement

**Item 40 Performance Management Reports**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Reporting (clause 21.1)</b>	
Specify the reports required, (if any), the time for provision and the agreed format:	<p>Operational reports will be provided within 10 business days of the start of the month, covering the previous calendar month's service performance. These reports cover the following at a minimum:</p> <ul style="list-style-type: none"> <li>• Proactive Management and Continuous Improvement.</li> <li>• Incident management and problem determination service desk summary</li> <li>• Service desk calls, with status</li> <li>• System availability / continuity</li> <li>• Capacity Management reports</li> <li>• Change Management reports</li> <li>• Data centre environmental and power usage</li> <li>• Applications                             <ul style="list-style-type: none"> <li>■ [Redacted]</li> <li>■ [Redacted]</li> <li>■ [Redacted]</li> <li>■ [Redacted]</li> <li>■ [Redacted]</li> <li>■ [Redacted]</li> </ul> </li> <li>• Data centre security Access to CSNSW cages</li> <li>• Vendor Management status</li> </ul> <p>These reports shall be provided in the template format appended to this Agreement as follows:</p> <ul style="list-style-type: none"> <li>• Service Desk and Environmental Report</li> <li>• Executive Summary Report</li> <li>• Monthly Summary Report</li> <li>• Problem Management Report</li> <li>• Change Management Report</li> <li>• Configuration Report (Exceptions)</li> <li>• Availability Summary</li> <li>• Database Performance Reports</li> <li>• Certification and Incident Reports</li> <li>• Service Continuity Report</li> <li>• Financial Reporting</li> <li>• Health Check and Program Review</li> <li>• Governance Grid</li> </ul>

### Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Dispute Resolution (clause 24.11)</b>	
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7 to 24.8.	Refer section 21 Dispute Resolution of the Head Agreement
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	Not applicable

### Item 42 Termination for Convenience

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Termination for Convenience by the Customer (clause 25.4)</b>	
Specify whether an amount is payable under clause 25.4(b) if the Customer exercises its right of termination for convenience under clause 25.3:	<p>Refer section 13 Termination of the Head Agreement</p> <p>In addition to any other rights specified at Clause 13 of the header agreement, the Customer may terminate this Agreement in whole or in part by notifying the Contractor in writing that this Agreement, or part thereof, is terminated from the date specified in the notice. This date shall not be earlier than 30 days after the date of receipt of the notice by the Contractor.</p> <p>Where notice is given pursuant to this clause, the Customer shall indemnify the Contractor against any liabilities, costs or losses that are reasonably or properly incurred by the Contractor in connection with this Agreement to the extent to which those liabilities, costs or losses represent an unavoidable loss by the Contractor in consequence of termination of this Agreement in accordance with this clause. Liabilities, costs or losses shall include without limitation except where specified, any license or support fees due or paid to any subcontractor, holding costs of personnel until they can be redeployed (limited to a maximum of three (3) months), break fees associated with subcontractor or third party providers who are providing goods or services in connection with this Agreement.</p>

### Item 43 Additional Conditions

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the Contract Authority's and the Director General's NSW Department of Finance and Services consent where an Additional Condition varies a Protected Clause.	Not applicable

**This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 of Part 2 as if repeated in full in this General Order Form.**

# SIGNED AS AN AGREEMENT

Signed for and on behalf of Department of Justice

[Redacted signature area]

By the Executive Director, Information Technology Services (Chief Information Officer) for Justice but not so as to incur personal liability

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

[Redacted signature area]

Print name

21.11.2014

Date

Signed for and on behalf of Australian Centre for Advanced Computing and Communications Pty Limited (T/A ac3 Pty Limited) ABN: 27 095 046 923

[Redacted signature area]

x [Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

21.11.14.

Date

# Contract Variation Request

to the Agreement between the Australian Centre for Advanced Computing and Communications (ac3) and the Department of Justice (DJ) for the provision of data centre services and support (Effective 1 July 2014)

## CHANGE REQUEST BRIEF DETAILS

<b>Change Request Number</b>	Variation 002	<i>Insert Change Request Number (supplied by the Customer)</i>
<b>Date of Change Request</b>	01/07/2018	<i>Insert date of draft Change Request</i>
<b>Originator of need for Change Request</b>	Customer	<i>Customer or Contractor</i>
<b>Proposed Implementation Date of Change</b>	01/07/2018	<i>Insert proposed date of implementation</i>
<b>Date of expiry of validity of Change Request</b>	31/08/2018	<i>Insert validity expiry date. The Change Request is invalid after this date.</i>
<b>Contractor's estimated time and cost of evaluation</b>	Nil	<i>Insert estimated time and cost of evaluation</i>
<b>Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any</b> (This applies only if the Customer is the Party that originated the need for a Change Request, and the Contractor estimates the cost of evaluating and drafting the Change Request exceeds 2 Business Days)	Nil	<i>Insert amount to be paid to the Contractor for evaluating the draft Change Request</i>

## CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
10/07/2018	1.0	Draft	[REDACTED]

## DETAILS OF CHANGE REQUEST

### Summary

This Change Request seeks to take up the Year 5 (third of three) 'plus one' contract extension for the 12 month period 1 July 2018 to 30 June 2019 under the existing contract terms.

### SCOPE

This Change Request will update the end of the contract period to reflect take up of the final extension. Changes are limited to Schedule 1 General Order Form – Item 10 Contract Period.

**EFFECT OF CHANGE ON CONTRACT SPECIFICATION**

Not applicable.

**EFFECT OF CHANGE ON PROJECT TIMETABLE**

Not applicable.

**New PIPP (annexed)**

Not applicable.

**EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT**

Not applicable.

**CHANGES TO CSI**

Not applicable.

**CHANGES TO CUSTOMER PERSONNEL**

Not applicable.

**CHANGES TO CUSTOMER ASSISTANCE**

Not applicable.

**PLAN FOR IMPLEMENTING THE CHANGE**

Not applicable.

**THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE**

Not applicable.

**Responsibilities of the Contractor**

Not applicable.

**Responsibilities of the Customer**

Not applicable.

**EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE**

None.

**EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE**

None.

**EFFECT ON USERS OF THE SYSTEM/SOLUTION**

None.

**EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES**

Not applicable.

**EFFECT ON TRAINING**

None.

**ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT**

Not applicable.

**ASSUMPTIONS**

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

No assumptions noted.

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

**LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST**

The following documents form part of this Change Request:

- Agreement between the Australian Centre for Advanced Computing and Communications (ac3) and the Department of Justice (DJ) for the provision of data centre services and support (Effective 1 July 2014)
- Variation 002 - AC3 - Data Centre Services Contract 2014-2019 - 2018/2019 Extension

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

**Schedule 1: General Order Form**

Item 10 Contract Period is deleted in its entirety and replaced with:

**Item 10 Contract Period**

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<b>Contract Period (Clause 2.4)</b>	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	1 July 2014
Specify the end of the Contract Period:	30 June 2019
Specify any period of extension of the Contract Period in days/weeks/years:	Not applicable.

**AUTHORISATION**

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

# SIGNED AS AN AGREEMENT

*Signed for and on behalf of*

NSW Department of Justice (ABN 11 005 693 553)

By the Secretary but not so as to incur personal liability



Signature of Customer Representative



Print name

3/8/18

Date

Signed for and on behalf of

Australian Centre for Advanced Computing and Communications (ABN 27 095 046 923)



Signature of Authorised Signatory

Print name

3/9/18

Date