# Attachment 3-4: Support Services

## 1. Support Services (Overview)

### PROVISION OF SUPPORT SERVICES

**1.1** With respect to the Services, the Contractor must provide Support Services in accordance with this Attachment 3-4 (Support Services) to Schedule 3 (Service Level Agreement), the Service Levels set out in the Service Level Table, the security Services outlined in Section 5 of the Service Level Agreement and Attachment 3-5 (Security Services) to Schedule 3 (Service Level Agreement), and the Transition Out Services as outlined in Attachment 13-4 (Transition Out Services and Catalogue Pricing Adjustments) to Schedule 13 (Additional Conditions) for the duration of the Contract Period. The Support Services are included in the Contract Price.

### LEVELS OF SUPPORT SERVICES

**1.2** The Contractor's responsibilities:

(a) The Contractor's responsibilities are to support the operation and maintenance of AESG Services.

(b) The Support Services will be provided by the Contractor's Personnel with suitable knowledge of and experience in the technical support appropriate to, and maintenance of, the Services.

(c) Where there is an Incident, the Contractor acknowledges that urgency and emphasis will, as applicable, be in priority of:

(i) traffic restoration;

(ii) Incident Resolution;

(iii) performance affirmation;

(iv) network restoration or normalisation; and

(v) investigation and root cause analysis of Incidents and development of mitigation strategies to minimize the risk of any Severity 1, Severity 2 or Security Incidents re-occurring in the future.

(d) Support Services provided by the Contractor will include:

(i) a Help Desk service, as set out in Section 2 of this Attachment;

(ii) a Service Request service and a Fast Track Service Request service, as set out in Section 3 of this Attachment; and

(iii) the provision and/or installation of tools to measure the performance of the Services and the Contractor's performance of the Support Services.

**1.3** Incident escalation

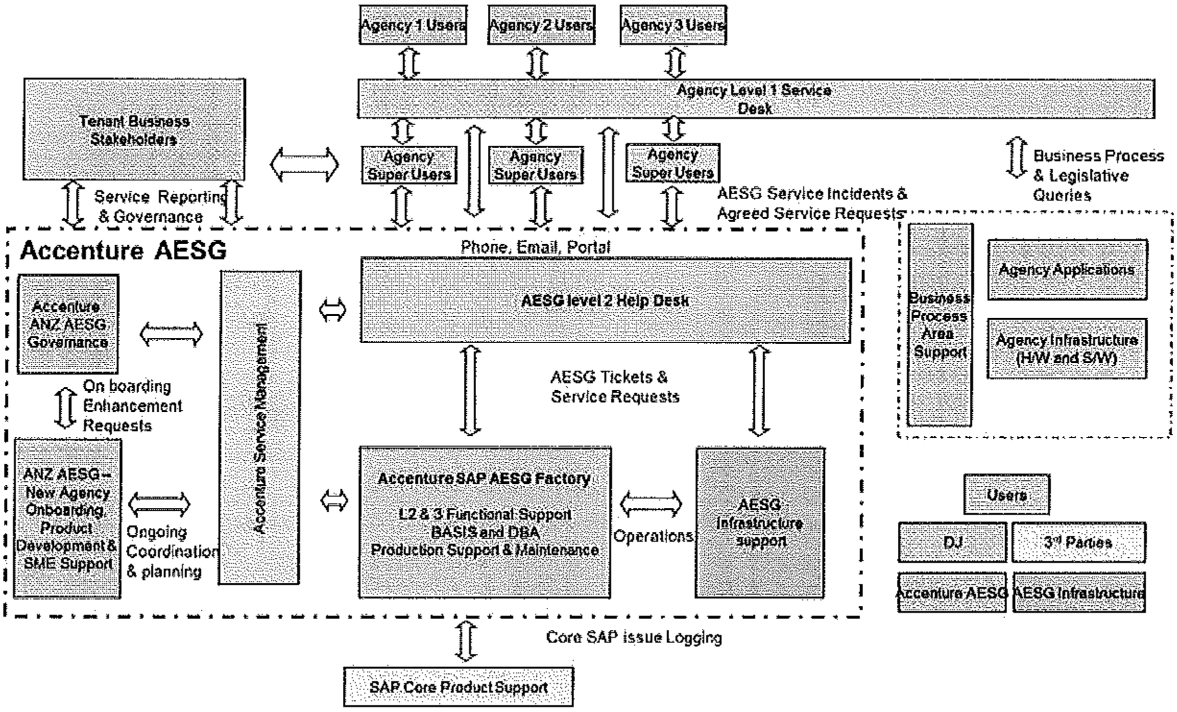
(a) The Customer, within its ability, will attempt to solve any Incident using the resolution procedures (if any) set out in the User Documentation.

(b) If the Customer is unable to solve an Incident, then the Customer will report the Incident to the Contractor by means of the Help Desk and both parties will act in accordance with the Service Levels and the procedures outlined in this Attachment 3-4 (Support Services) to Schedule 3 (Service Level Agreement).

(c) The Customer will make all determinations regarding Incident escalation and the Severity assigned to a Incident.

**SERVICE DELIVERY MODEL**

**1.4** The diagram below illustrates the delivery model for the Support Services and points of interaction with the Customer's service management personnel.


Agency 1 Users
Agency 2 Users
Agency 3 Users
Agency Level 1 Service Desk
Tenant Business Stakeholders
Agency Super Users
Agency Super Users
Agency Super Users
Service Reporting & Governance
AESG Service Incidents & Agreed Service Requests
Business Process & Legislative Queries
Accenture AESG
Phone, Email, Portal
AESG level 2 Help Desk
Accenture ANZ AESG Governance
Accenture Service Management
On boarding Enhancement Requests
AESG Tickets & Service Requests
ANZ AESG – New Agency Onboarding, Product Development & SME Support
Ongoing Coordination & planning
Accenture SAP AESG Factory
L2 & 3 Functional Support
BASIS and DBA
Production Support & Maintenance
Operations
AESG Infrastructure support
Business Process Area Support
Agency Applications
Agency Infrastructure (H/W and S/W)
Users
DJ
3rd Parties
Accenture AESG
AESG Infrastructure
Core SAP issue Logging
SAP Core Product Support

## 2. Help Desk Service (See Service Level Table – SLA-01)

**2.1** The Contractor will maintain an appropriately staffed support and maintenance help desk/technical enquiry service to provide technical assistance and consultation to fulfil the Contractor's obligations under this Customer Contract and to respond to Customer enquiries.

**2.2** The Help Desk will operate between the hours of 7am to 6pm on Business Days. Severity 1 and Severity 2 Incidents, however, can be notified by telephone or via the self service portal and logged with the Help Desk on a 24 X 7 basis.

**2.3** The Customer may use the Help Desk to contact the Contractor to report an Incident with Services, or error in the User Documentation, to obtain an answer to a technical query or to log a Service Request.

**2.4** The Customer will resolve all non-application issues (e.g. workstation issues, SAP client issues etc.) and the Super Users will resolve all business issues (e.g. Permitted User training, business process, user account lock account, password reset, SAP client support issues etc.).

**2.5** All Incidents and Service Requests that come through to the Help Desk will be logged by the Customer's service desk.

**2.6** A two-way communication will be established between the Contractor and the Customer. Media will include, at least two of the following:

(a) on-line hot-line (or "1800" number);

(b) telephone;

(c) mobile telephone; and

(d) other media as agreed from time to time.

**2.7** The Contractor agrees that the time-frames set out in the Service Level Table will apply to all calls made to the Help Desk.

**2.8** The Contractor will rectify each Incident or error in the User Documentation in accordance with the Service Level Table according to the applicable Severity determined by the Customer at the time of notification to the Contractor (other than any SAP Software defect accepted by SAP). As part of that rectification, the Contractor will provide recommendations regarding the measures necessary to restore the functionality of the Services and will implement those measures. All root-cause analysis of an Incident will be carried out by the Contractor or the Contractor's subcontractors, and the Contractor will not be entitled to charge the Customer any additional fees for any root-cause analysis of a Incident.

**2.9** On a monthly basis, the Contractor must provide the Customer with:

(a) a report detailing:

(i) the volume, priority, nature and status of the calls taken by the Help Desk, including individual call sheets setting out the subject and details of the calls taken,

(ii) level of compliance in meeting the Service Levels; and

(iii) Critical Incident findings (based on root cause analysis) and mitigation strategies to minimise the risk of re-occurrence of Severity 1 or 2 Incidents or Security Incidents;

(iv) Service delivery issues requiring discussion; and

(b) an analysis of trends, for each Service in the volume and complexity of the calls taken by the Help Desk (including identification of repeat calls or calls being reopened as closed prematurely before the issue is satisfactorily resolved). The Contractor must analyse these trends and investigate and rationalise any extraordinary events, and provide the Customer with advice on results of investigations and on any recommended remedial action.

**2.10** The Contractor will promptly make available to the Customer current information regarding any Incidents and/or errors with the Documentation experienced by the Contractor's customers worldwide and resolutions to those Incidents and/or errors as it makes such information available to its customers generally.

**2.11** The Customer's Super User Group will support the AESG Service through the provision of business process support, resolution of Level 1 Requests, triaging of calls and the provision of advice to users on the use of the application.

**2.12** The Contractor will use the AESG IT Service Management (ITSM) tool for service management and reporting.

# 3. Service Requests (See Service Level Table – SLA-02)

**3.1** The Contract includes a capacity allowance of 80 hours per month for Service Requests for the AESG Service. Service Requests are requests from the Customer that are not Incidents or major functionality changes.

**3.2** The maximum period of effort allowed for a Service Request is 4 person days.

**3.3** A Service Request of more than 4 person days duration of effort is to be assessed in accordance with Schedule 4 (Variation Procedures).

**3.4** The Customer's authorised representatives may use the Help Desk to lodge a Service Request at any time.

### SERVICE REQUEST MANAGEMENT PROCESS

**3.5** The Contractor will manage Service Requests as a queue of prioritized requests for one time Services. Service Request priority will be based on a forward demand planning arrangement with delivery dates mutually agreed by Contractor and the Customer subject to the availability of appropriate skilled resources by role/skill. The parties may agree to reprioritise Service Requests to take into account urgent matters.

**3.6** The process for dealing with Priority/VIP Requests is detailed in Attachment 3-7 (Request Handling for Priority/VIP Service Requests and Incidents) of Schedule 3 (Service Level Agreement).

**3.7** Service Requests may include, but are not limited to:

(a) incremental processes or process options;

(b) new reports, different versions of reports;

(c) new enhancements;

(d) new forms, different versions of forms;

(e) new workflows; and

(f) new interfaces.

**3.8** The Service Request capacity may be used for solution currency activities. The parties will agree through the Management Committee the allocation of hours for Service Requests and solution currency activities.

**3.9** The Contractor will track consumed and remaining hours on a weekly basis and the Contractor will present this information to the Customer weekly. The Customer will be responsible for managing business demand in line with Service Request capacity available.

**3.10** The Contractor will provide sufficient resources to undertake the Service Request capacity within a given month. Once the Service Request capacity has been consumed for the month, the Customer may request and Contractor provide further capacity as Additional Services. For the avoidance of doubt, any Service Request capacity must be used within the month in which it accrues and if not used within that calendar month will not roll over to the next month, unless otherwise agreed between the parties (e.g. the parties may agree to accumulate Service Request capacity in order to implement new functionality). There is no refund of fees associated with unused capacity.

## 4. Service Level Management Categories

**4.1** The Customer will notify the Contractor's Help Desk of any Incident with the Services. At that time, the Customer will advise the Contractor of the Severity category assigned to such Incident, which the Customer must reasonably determine in accordance with the Incident severity definitions set out in the Service Level Table.

**4.2** Both the Contractor's Personnel receiving the call and the Customer's Personnel reporting the Incident will agree on the time of the call (to the nearest minute) and will record that time.

**4.3** Any request that is not in scope of a Service Request or a 'Fast Track' Service Request (i.e. where the effort exceeds 4 person days) will be dealt with in accordance with Schedule 4 (Variation Procedures).

**4.4** All Service Requests which modify the AESG Service will be assessed to ensure that they do not result in negative impact to the AESG Service or other Tenants and so that the level of Adapt for the Customer is within the determined limits.

# 5. Incident Resolution (See Service Level Table – SLA-03)

5.1 On receipt of a call by the Customer to the Help Desk, the Contractor must resolve the Incident in accordance with the Service Level Table.

5.2 The Contractor is not permitted to use a correction process to correct an Incident if:

(a) the correction process will result in the Services becoming unusable (or its performance becoming degraded) for more than a length of time to be agreeable to the Customer on any one occasion, such time to be agreed prior to the commencement of any correction process; or

(b) the correction will require the Customer to upgrade any of the software that is used, or that the Customer uses, with the Services,

unless the Contractor proves to the Customer's satisfaction that there is no other way to resolve or correct the Incident.

**DATA CORRUPTION**

5.3 If an Incident causes any corruption of Customer Data, then the Contractor must either:

(a) immediately provide sufficient technical and/or data entry Personnel to re-construct and/or re-enter data as needed to correct the corruption; or

(b) if in the reasonable opinion of Customer the Contractor is unable to comply with section 5.3(a) in a reasonable time, pay the Customer the reasonable cost of employing sufficient technical and/or data entry Personnel (as nominated by the Customer) to re-construct and/or re-enter data as needed to correct the corruption. Payment to be made within 30 Business Days of receiving an invoice from the Customer.

# 6. Interface Procedure

6.1 Incidents and Service Requests will be logged through either the AESG Service self - service portal, phone call or the nominated AESG email box by the Customer. The Customer will log Severity 1 and Severity 2 Incidents through the self-service portal or by a phone call to the Help Desk.

6.2 Once logged, the Contractor will manage the resolution of the Incident or the Service Requests within agreed Service Levels.

6.3 The Contractor will use its AESG IT Service Management (ITSM) tool along with Microsoft Business Intelligence (MSBI) tool for service management and reporting.

6.4 The Contractor will coordinate with third parties including SAP, for core software or overlapping issues with other third parties in respect of Incident resolution.

6.5 The Contractor's AESG Service Help Desk contact details are to be communicated by the Contractor prior to the Cutover Date.

## Attachment 3-5: Security Services

# 1. Overview

1.1 The Contractor will maintain the security standards and data protection protocols outlined in this Attachment and Customer will undertake its responsibilities as detailed herein.

1.2 This Attachment 3-5 (Security Services) to Schedule 3 (Service Level Agreement) applies to the protection of Customer Data. Section 2 details frameworks and standards applicable to the Services. Section 3 details the protocols with respect to delivery of Support Services and section 4 the features implemented for the AESG Service itself.

# 2. Security standards and control

### STANDARDS

2.1 The AESG Service is governed by the following security frameworks and industry standards:

(a) Contractor's client data protection program – which requires Contractor to implement the data protection controls outlined below; and

(b) ISO 27001:2013. The Contractor is to ensure that the AESG service is included in the defined scope of the ISO certification.

2.2 With respect to the Subcontractors:

(a) NTT (Hosting Provider) is certified to the ISO27001:2013 standard;

(b) EPI-USE will adhere to the controls outlined for Contractor and Contractor will flow down obligation to adhere to its client data protection controls to EPI-USE;

(c) GovDC – for services provided by GovDC and its subcontractors or data centre lessor to Hosting Provider, such parties providing those services are assumed to have implemented the necessary controls; and

(d) any agreement entered into by the Contractor with a Subcontractor will contain obligations relating to security and privacy at least as strict as those in the Customer Contract.

### AUDIT & COMPLIANCE CONTROLS

2.3 The Contractor will undertake an annual audit in compliance with ISO 27001:2013 Information Security Management System or such other versions for which the Contractor is certified and will retain records pertaining to the same.

2.4 In accordance with the Contractor's customer data protection program, the Contractor will review its controls annually.

2.5 The Contractor will provide the Customer with a copy of the annual security compliance audit results.

2.6 The Customer will have the right to have independent security audits of controls performed at the Customer's expense.

2.7 In accordance with the Contractor's customer data protection program, the Contractor will review its controls annually.

2.8 Contractor will maintain documentation for:

(a) certification as outlined in section 2.1(b) of this Appendix;

(b) data back ups and restores

(c) disaster recovery plan;

(d) Business Contingency Plan;

(e) security incidents reports and responses; and

(f) personnel security policies and procedures.

## 3. Data Protection Protocols

3.1 These data protection protocols set forth the procedures that Contractor will follow with respect to maintaining the security and privacy of Customer Data in connection with this Service Level Agreement.

### SECURITY POLICY

3.2 The Contractor will maintain applicable policies, standards, and procedures intended to protect Customer Data consisting of:

(a) system security , including but not limited to the following: Information Security Policy; Identification and Authentication Standards, Logging and Monitoring Standards approved encryption standards and products;

(b) security of information and Acceptable Use Terms;

(c) confidentiality obligations; and

(d) data privacy obligations as they pertain to NSW Government.

### GLOBAL ACCESS

3.3 The Customer Data is to remain in Australia and must be accessed only by staff of the Contractor in Australia unless authority to access the Customer Data remotely for support and maintenance purposes is set out in an agreed protocol between the parties or otherwise agreed in writing by the Customer. Permission may be granted in the agreed protocol or will in the circumstances of another agreement in writing, only be granted for short term interim access required to resolve Incidents, Problems or Issues. Agreed protocols will be agreed in relation to support (including information contained in the incident management system) which would include the ability to resolve Incidents, Problems or Issues.

### ORGANISING INFORMATION SECURITY

3.4 The Customer and the Contractor will each appoint data protection executives who will be accountable for confirming the implementation of, and ongoing compliance with these procedures. Communication under these procedures will be as follows:

(a) communications regarding the day-to-day obligations should be communicated in writing via e-mail or other Notice in Writing to each of the data protection executives; and

(b) communications regarding any non-material change to the terms of these procedures should be provided as required under the notice provisions of the Customer Contract with copies provided to the data protection executives.

3.5 Any material changes to these procedures will be in accordance with Schedule 4 (Variation Procedures).

3.6 The data protection executives will jointly review these procedures at a minimum on an annual basis to identify if any changes are necessary. Each party will promptly notify the other party of any suggested changes to the application of agreed procedures or other general concerns about potential gaps in the information security environment.

## HUMAN RESOURCES SECURITY

3.7 The Contractor shall ensure that Personnel involved in the provision of the AESG Services are:

(a) required to complete standard data protection training;

(b) subjected to appropriate background checks; and

(a) subject to terms of engagement that require them to comply with Contractor's relevant security policies and processes.

3.8 The Contractor will ensure that terms of employment for all employees and the Subcontractor's employees contain clauses addressing compliance with Contractor security policies.

3.9 Contractor Personnel must undergo periodic security awareness training focused on essential security policies and emphasising the user responsibilities related to Incident management, data privacy and information security.

## PHYSICAL AND ENVIRONMENTAL SECURITY

3.10 The Contractor will implement security controls as per the location security standard (as described in the section entitled "Support Locations" below) where Customer Data is being processed.

## DATA CENTRE LOCATIONS

3.11 The Contractor will implement the following physical security features at all data centres except GovDC (which will remain the responsibility of the Customer):

(a) restricted access to Contractor owned/controlled data centres as follows:

(i) entrance barriers to control vehicle entry;

(ii) revolving access doors with personnel security trap; and

(iii) door access controls on all technical areas; and

(b) electronic access control and CCTV at entry/exit points and prominent locations, monitored 24x7. This includes:

(i) full coverage of exterior, entryways, lifts, stairs and site interior;

(ii) access control system for entrance, exit and lifts; and

(iii) individual pin lockable racks as standard.

## SUPPORT LOCATIONS

3.12 Where Services are provided from Customer locations, the Customer's policies with respect to security will apply.

3.13 With respect to Contractor Personnel providing the Support Services located off shore, the following additional security measures will apply:

(a) facilities will have the following levels of security which are cumulative, listed in increasing order of stringency and will limit access granted to Contractor Personnel based on the facility access they require to complete their function:

(i) Level 0 – access to building premises (controlled by security guards);

(ii) Level 1 – access to reception lobby (controlled by security guards and/or access control); and

(iii) Level 2 – access to open work areas (controlled by access control readers);

(b) a combination of physical and electronic access control and surveillance including security guards, electronic access control and CCTV at entry/ exit points and prominent locations and monitored 24 hours, 7 days a week;

(c) all Personnel on-site shall be registered and required to carry appropriate identification badges;

(d) visitors to the sites will be required to be sponsored, will be issued with a visitors' identification badge and will be escorted when within the facility;

(e) facilities will have required infrastructure support with power backups using Uninterrupted Power Supply (**UPS**) and / or diesel generators to support critical services;

(f) all locations will be compliant with local safety laws including fire safety laws and Work Health & Safety (or equivalent) laws;

(g) the Contractor will operate the 'Accenture Security Operations Center' (**ASOC**) which serves as the 24/7/365 single point for all Contractor Personnel to report safety and security issues;

(h) the Contractor will have senior professionals dedicated to safety and security roles who will use various forums including regularly scheduled knowledge sharing exercises with support staff who are responsible for safety and security duties; and

(i) CCTV coverage will be provided on the perimeter, facility entrance points (main gate, secondary gates), interior common areas, emergency exits and material in/out areas for the facility. The recording will be carried out by Digital Video Recorder (**DVR**) and will be stored for a minimum of 10 days.

### COMMUNICATION AND OPERATIONS MANAGEMENT

**3.14** Customer will be responsible for the communications and operations management security setting for Customer's own workstations, servers and network equipment.

**3.15** Contractor has defined a minimum set of hardening requirements (steps to lock down technology) for its technology infrastructure which includes workstations, servers and network equipment. Workstation / servers images will contain pre-hardened operating systems. Hardening requirements vary depending on the type of operating system and the applicable controls that are implemented. The key hardening controls to be used by the Contractor will be:

(a) services that are provided by default and not required for delivery of the AESG Services such as telnet, remote registry and routing will be disabled;

(b) password policy implementation as per the Contractor's identification and authentication standards;

(c) screensaver configuration for auto lockout - a password protected screensaver will be invoked after 10 minutes of inactivity;

(d) default IDs will be disabled / renamed;

(e) access privileges will be assigned on the basis of the principle of "least privilege" (i.e. on an as needed basis with the default being access is not given to an individual unless their role specifically requires such access);

(f) logging and time synchronisation will be enabled;

(g) logon banner can be enabled; and

(h) security tools as applicable can be installed such as antivirus, personal firewall and encryption.

**3.16** Contractor's Support Locations utilise Symantec End Point protection on workstations. The servers are protected using Microsoft Forefront Client Security, Microsoft Forefront Endpoint Protection, McAfee or Symantec. Contractor's e-mail gateways utilise Microsoft Forefront to scan for potential virus/malware attachments (other than in respect of Hosting Providers, the requirements for which are set out in section 3.53 below).

**3.17** Contractor's internal network (excluding the specific AESG Service network the requirements for which are set out in section 4 below) has multiple layers of security built into its architecture to support resiliency and security). Access between Contractor's internal network, external networks and the internet is governed by defined inbound and outbound access policies placed on a combination of internal and external firewalls. Contractor firewalls are configured for "security by default" (i.e. deny-all) policies. Key network security controls are as follows:

(a) critical network zones are logically isolated. Systems with external connections will be protected by hardening and firewalls. Externally facing systems will be placed in a "Demilitarised Zone" (DMZ) or other similar configuration to protect internal Contractor systems;

(b) remote access to devices on the Contractor internal network, with the exception of the email system, requires the use of the Contractor's standard VPN solution;

(c) access control lists are implemented on perimeter / screen routers; and

(d) network intrusion detection / prevention systems (NIDS/ NIPS) are placed in strategic locations in the network and are monitored and managed 24 hours a day, 7 days a week.

**3.18** Backup copies of essential information and configuration files are taken on a regular basis. Backups are encrypted with industry standard encryption when stored on portable media or transmitted outside Contractor managed data centres.

**3.19** The Customer and the Contractor require that sensitive information stored in an external / portable storage media be encrypted using approved encryption solutions.

**3.20** The Contractor security policies and standards mandate secure disposal of media. Contractor desktops and laptops are encrypted thus preventing the removal of data by unauthorised Personnel.

**3.21** All devices that have logging capabilities, such as operating systems, databases, applications, firewalls, routers and switches are required to be configured as per Contractor's logging and auditing standard.

### ASSET MANAGEMENT

**3.22** Contractor has implemented processes to account for and manage software and hardware assets. Assets are required to have an identified owner for establishing the requisite security for that asset. Asset inventory agent software is required to be installed on all Contractor workstations, servers and network devices at Contractor locations.

**3.23** Contractor will comply with Customer-provided guidelines and policies in respect of Customer-provided devices.

### INFORMATION CLASSIFICATION

**3.24** The Contractor will utilise the NSW Government's Information Classification and Labelling Guidelines in delivery of Customer assets. The Customer will require security classification up to the "Unclassified" classification (or equivalent) set out in these guidelines.

### NETWORK SECURITY MANAGEMENT

**3.25** The Contractor will maintain Access Control Lists for network devices.

3.26 Network traffic shall pass through firewalls that are monitored and protected by intrusion detection/prevention systems that allow traffic flowing through the firewalls to be logged.

3.27 Access to network devices for administration shall require industry standard encryption.

3.28 Anti-spoofing filters shall be enabled.

3.29 Network, application, and server authentication passwords will meet each party's complexity guidelines.

3.30 To the extent possible, the Customer will disable non-Customer email access from Customer-provided devices that access Customer Data.

### VIRTUAL PRIVATE NETWORKS

3.31 Connections will be encrypted using industry standard encryption.

### MEDIA HANDLING WHEN TRANSFERRING CUSTOMER DATA

3.32 Both the Contractor and the Customer will implement encryption of Customer Data where required unless restricted by local regulations or agreed by both parties. The Contractor will set up secure connectivity from its support locations to each of the Data Centres for the AESG Service using site-to-site VPN tunnels with appropriate level of encryption (Contractor default is AES256/SHA-1, with a minimum of 128bit encryption required) security for transmission and access to information.

3.33 Use of portable media to transfer Customer Data will be avoided if possible. When necessary, transfers of data on recordable or portable media must be encrypted at all times while in transit, with encryption keys transported or transmitted separately and all Customer Data transmitted between the parties will be conveyed using a secured and encrypted storage device or file transfer mechanism as agreed by the data protection executives. Portable backup media, e.g. tapes, DVDs/CDs, USB Flash ("Thumb") drives, etc. must be encrypted using Advanced Encryption Standard (AES) 256-bit encryption.

3.34 During Transition In the Customer shall implement means such as masking or de-identification of personal information prior to providing access to Contractor or give permission to the Contractor to utilise unmasked data.

3.35 The Customer must identify instances where unmasked/unscrambled production data is used outside of production environments before providing Contractor access. If production data is used for testing, compensating controls shall be agreed and employed.

3.36 Sensitive data must not be copied into the development and test environments without the written approval of the Customer, and if used, must be treated in accordance with its classification.

### DATA DISPOSAL

3.37 The Contractor will ensure that project or operational team members will return or destroy any Customer Data that is in their possession as soon as the Customer Data is no longer required for the immediate performance of the Services.

3.38 The Contractor may retain archival copies of records containing Customer Data as reasonably necessary or as part of normal business management processes to verify Contractor's compliance with this Agreement.

3.39 The Contractor shall destroy hard copies containing Customer Data via shredder or by depositing in a secure destruction bin when no longer required in the performance of the Services.

## THIRD PARTY SERVICE DELIVERY MANAGEMENT

**3.40** The Contractor will execute substantially similar contractual terms relating to privacy and security with all Subcontractors.

## ACCESS CONTROL

**3.41** The Contractor will apply the following principles to its own systems to control the access for Contractor Personnel to Customer Data:

(a) the principle of role based access is used for providing logical access control. User access is provided via a unique user ID and password. Contractor password policy has defined complexity, strength, validity and password history related controls;

(b) user account creation and deletion procedures as have been mutually agreed are implemented, for granting and revoking access to Customer systems that are used during the course of any project or as part of the ongoing service delivery contract;

(c) access rights are reviewed on a periodic basis; and

(d) Personnel ending their employment or affiliation with the Contractor will have their access revoked prior to or immediately on their departure.

**3.42** The Contractor shall revoke access for Personnel departing the engagement as soon as reasonably practicable, or in compliance with contractual obligations, whichever is sooner.

**3.43** When applicable, the Contractor will provide access for project Personnel and other applicable Personnel using the concept of least privileged access, meaning individuals are only granted access to those resources and systems that are required to perform their role.

**3.44** Contractor shall logically separate access between environments (e.g., development, testing, and production) so that an individual can be granted access to one environment without being able to access others.

**3.45** With regards to the Contractor applications, the Contractor shall provide each individual accessing a system or application with a unique user ID and password and will prohibit user IDs and passwords from being shared.

**3.46** Customer will implement similar controls to those listed above with respect to the Contractor's confidential information.

## PASSWORD MANAGEMENT

**3.47** The Contractor must apply the following password management protocols:

(a) passwords must not be transmitted in clear text on the network, an approved authentication protocol must be used;

(b) if the protocol the parties agree upon uses plaintext credential transmission, such as HTTP Basic authentication, LDAP simple bind or HTTP forms authentication, then any data transmission must be encrypted with an approved transport security mechanism; and

(c) initial user passwords are to be changed during the first logon, to prohibit user identifications and passwords being shared.

**3.48** The Contractor will utilise the Customer's Authentication standards for password expiry, account lockout threshold and external application use for any Departmental systems within the Contractor's control.

### ENCRYPTION OF DATA AT REST

**3.49** The Customer does not currently require encryption of data at rest for data hosted in data centres that are compliant with ISO27001:2013.

### SECURITY INCIDENT REPORTING

**3.50** The Contractor maintains a Security Incident monitoring, reporting, investigation, and escalation process. Contractor Personnel are required to report actual or suspected Security Incidents to a 24-hour central hotline. Once reported, Security Incidents are reviewed and escalated to appropriate teams for further investigation and analysis.

**3.51** The Contractor maintains its own computer forensics, corporate investigations, and legal data privacy teams, but will also engage outside experts in these areas as needed. Where Customer Data has been affected by a Security Incident, the Contractor's data privacy legal team advises on notification or other applicable requirements. These teams work as needed with team members available to engage on new investigations around the clock. If a Security Incident is identified as having resulted in a security breach, affected business teams work to communicate the incident promptly to the Customer and coordinate further investigative activities.

**3.52** The Contractor will implement its standard processes and procedures which will be applied in the event of a Security Incident. These processes and procedures will address the relevant security incident in an efficient and timely manner and Contractor will follow these processes and procedures as soon as it is aware that a security incident has occurred (or is about to occur).

### HOSTING PROVIDER

**3.53** The Contractor will ensure that the Hosting Provider will adhere to substantially similar protocols as Contractor, with the following clarifications as to Hosting Provider specific standards:

(a) Hosting Provider uses Symantec end point on Windows hosts and Forefront on Windows workstations;

(b) Hosting Provider will implement IPS on the 'jump hosts' in the course of completing the ISO27001 certification prior to the Cutover Date. Logs would then plug in to the already running SIEM;

(c) Hosting Provider records assets in a Configuration Management Database (CMDB), but does not deploy software on the hosts;

(d) Hosting Provider will review administrative access rights on at least a monthly basis. Details of user reviews will be completed in the course of completing the ISO 27001 certifications annually.

## 4. AESG Service Technical Security

### IDENTITY AND ACCESS MANAGEMENT

**4.1** Customer's identity and access management system will be used for accessing the AESG Service. Customer will implement a federated identity solution which will interface to the AESG Service.

**4.2** Standard features of the SAP Software will be implemented to control access to the AESG applications through defined roles and permissions.

### INFRASTRUCTURE SECURITY

**4.3** Infrastructure security features deployed within the environment are as follows:

(a) network perimeter security management via firewall appliances;

(b) network perimeter intrusion detection / prevention management by firewall appliance software modules;

(c) SSL encryption with decryption offloading provided by load balancer appliances in each site;

(d) network level segregation where communications between tiers of operating systems will be protected by firewalls; and

(e) Security Incident and event management for firewall and IDS / IPS events.

### INTRUSION DETECTION

4.4 AESG Service includes intrusion detection that monitors unauthorised access attempts, breaches or suspicious activity and unexpected behaviour. Contractor will inform the Customer of any significant alerts that may constitute a Security Incident.

4.5 The Contractor will conduct penetration testing at least annually.

### AESG NETWORK SECURITY

4.6 The Contractor will interconnect with the Services Backbone. The Customer will access the AESG Service using the Services Backbone.

4.7 The Customer must provide the Services Backbone as a low latency network and redundant with active-passive design.

4.8 Customer will be responsible for configuration of all the required network devices (switching/routing/security) and associated security settings up to AESG Service point of presence.

4.9 Customer will be responsible for monitoring and management of network devices at their premises.

### APPLICATION SECURITY

4.10 Standard Operating Environment:
Hardened standard operating environments are created and maintained by the Contractor. This comprises the removal of unnecessary software and functionality, the disablement of unused accounts, changing default passwords for all required accounts, the configuration of access control, the installation of anti-virus software for windows operating systems and the timely application of critical security related updates and patches.

4.11 Controlling Outbound Connections:
SAP requires connectivity back to SAP AG for both patching and support purposes. In the AESG Service, these connections are only enabled by the Contractor on an as-needed basis, and controlled by the agreed change management process.

4.12 Protection of Web Servers:
The Contractor will ensure that web servers are hardened through disabling unnecessary functionalities, and patched in a timely manner. Additionally, web servers are protected by a reverse proxy.

4.13 Application security:
The Contractor will ensure that SAP is hardened through the use of SAP's recommended hardening approach, and patched periodically in a timely manner. Additionally, the version of SAP used will be in mainstream support for vendor support and the availability of software updates.

### TENANT SEGREGATION

4.14 SAP has a comprehensive collection of security controls built into the SAP Software which will be used by the Contractor as follows so that none of the Customer Data is accessible by another Tenant and the Customer's use of the AESG Service is not adversely affected by another Tenant. There are two main security controls within SAP to manage access to data, namely authorisation roles and data restrictions.

(a) Authorisation roles define the transactions users are allowed to access. Each transaction represents the execution of a program, such as "Create Purchase Requisition". The authorisation roles can therefore be used to restrict the user's access to a collection of transactions relevant to their job (such as a financial analyst) in the organisation. Each role can be applied to several users if they have the same job. Each user can also have multiple roles assigned;

(b) Data restriction refers to the access control applied based on organisational structure. This is used to restrict the user's data access to a specific part of the organisation. By applying data restriction, the same transaction can operate on the subset of data relevant to the user.

**4.15** The combination of the authorisation roles and data restriction permits a given user to only have access to transactions and data relevant to their job and to a specific Tenant.

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**4.21** The Contractor will ensure that application single sign-on is achieved through federation services.

[redacted]

[redacted]

[redacted]

# Attachment 3-6 : SAP PO as a Service

## 1. Additional Service: SAP /PO as a Service (SAP POaaS)

### SCOPE

**1.1** The Contractor operates an **SAP POaaS** service that can be purchased as an Additional Service available from the AESG Catalogue. It is complementary to the AESG standard integration architecture and is intended for customers who do not have (or do not wish to retain) an on-premise ESB/middleware layer.

**1.2** The SAP POaaS:

(a) is built on "SAP NetWeaver Process Orchestrator (PO)";

(b) sends and receives messages in a defined format, requiring transform and enrichment to occur in the sending / receiving application, or in an intermediary ESB/middleware;

(c) is particular to a Customer and provides:

(i) the application platform, software and transformation services; and

(ii) monitoring and management of the application and infrastructure to enable Customer-specific integrations to occur successfully

(d) includes the services required to establish and implement the service, monitor and manage it for the duration of the contracted period;

(e) enables Customers to implement and support different integration scenarios by providing integration development tools, execution environment and integration management capabilities; and

(f) will facilitate both 'real time' and 'batch integrations' as required by the Customer.

**1.3** The Contractor will provide Professional Services for transformation and enrichment specific activities required to meet the Customer's integration requirements for the SAP POaaS.

**1.4** The following Integration scenarios are supported by the SAP POaaS:

(a) AESG Service to/from Customer;

(b) AESG Service to/from third parties/external business partners;

(c) Customer to Customer;

(d) Customer to/from third parties/external business partners; and

(e) third parties/external business partners to third parties/external business partners.

**1.5** **SLAs**

(a) Save for SLAs 03 and 04, which will be measured and reported separately (in the context of SAP POaaS), all other SLAs will apply equally to the SAP POaaS [redacted].

(b) The At-Risk Amount for the SAP POaaS component of the AESG Services (and any corresponding Rebates) will be calculated using only the portion of fees relating to the SAP POaaS component of the AESG Services (i.e. not the total fees).

[redacted]

**1.6** The Management Committees as outlined in Attachment 3-2 (Management Committees) (other than Whole of Government Governance) are applicable to the SAP POaaS except to the extent otherwise provided in this Attachment 3-6 (SAP PO as a Service).

**1.7** Prices for the SAP POaaS are set out in the AESG Catalogue.

**1.8** The SAP POaaS does not change the ownership of any Customer Data. The Customer will continue to own all Customer Data and the Contractor will be seen as managing that Customer Data on the Customers behalf. All terms and conditions relating to Customer Data and Customer Data ownership apply to the SAP POaaS.

**1.9** The schematic view of the SAP POaaS is as shown below:

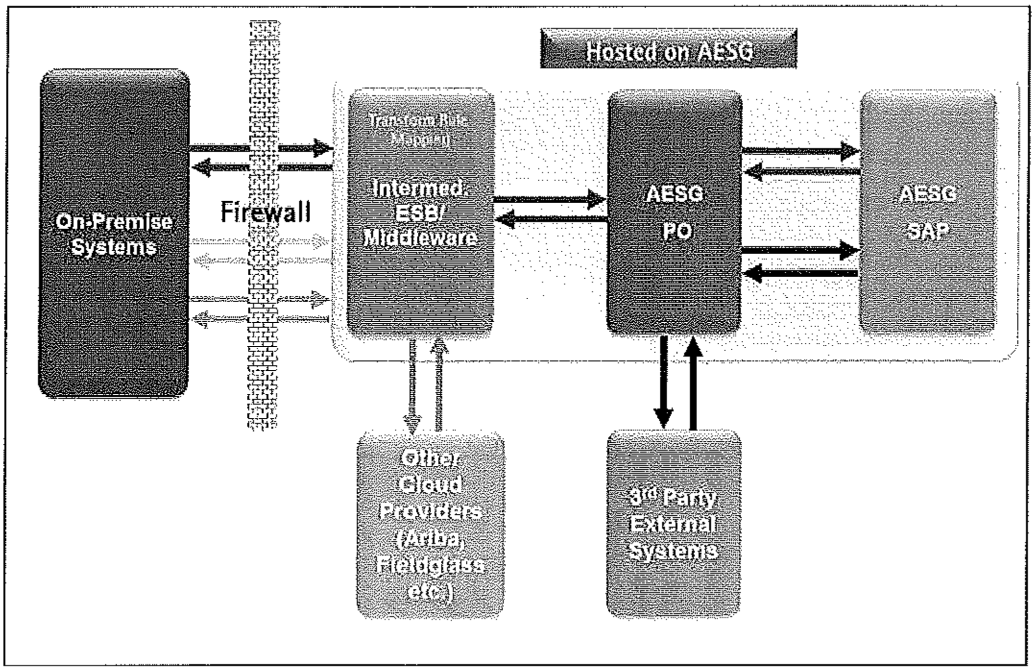
Hosted on AESG
On-Premise Systems
Firewall
Transform Rule Mapping
Intermed. ESB/ Middleware
AESG PO
AESG SAP
Other Cloud Providers (Ariba, Fieldglass etc.)
3rd Party External Systems

*Figure 1: SAP POaaS*

## 2. Service Definition

**PLATFORM AND APPLICATION**

**2.1** The Contractor must keep the SAP POaaS infrastructure and software up to date in line with AESG Services.

**2.2** The SAP POaaS comprises the following key elements:

(a) Platform/application:

(i) Software as a Service for the Customer specific ESB/middleware environment (application, database servers and storage) hosted out of GovDC; and

(ii) platform software licenses and maintenance (database, virtual machines, monitoring etc.).

(b) Recurring Services:

(i) interface message queue administration and error notification to Customer;

(ii) message routing (including message prioritisation);

(iii) resolution of errors where required (excluding Customer Data mapping);

(iv) monitoring and maintenance activities associated with the SAP SAP POaaS

(v) SAP POaaS performance monitoring and management to ensure satisfactory system performance to the following standard:

(A) the number of in-scope interfaces are 30-40; and

(B) an estimate of 1500 messages of 40kb average size per message at peak, i.e. over a one hour peak period,

and the Customer may purchase additional CPU capacity from the AESG Catalogue if the volumes increase (a base of 12 CPUs has been allocated);

(vi) ensure solution currency including upgrades, support patches etc. for the SAP POaaS environment as outlined in the Service Level Agreement; and

(vii) other maintenance services such as solution monitoring, backing up, restoring and data archiving in line with the AESG Service.

(c) Additional Services on request (which may be provided as Service Requests):

(d) Service Requests for SAP POaaS consume from the 80 hours of Service Requests provisioned for core AESG services included in the Contract Price. (Catalogue rates if applicable, or Rate Card will apply for additional work above allocated limits). Examples of Service Requests include:

(i) mapping table changes;

(ii) transform table creation and maintenance;

(iii) completion of variations and Change Requests; and

(iv) development and implementation of new integrations.

**2.3** The Contractor must provision sufficient compute resources for Customer ESB requirements, including transformation activities and storage as part of the SAP POaaS.

**SECURITY**

**2.4** The Security Requirements apply to SAP POaaS and will extend to security during transmission of data.

**2.5** Security certificates for the Contractor's system will be provided by the Contractor. Security certificates for non Contractor systems will be provided by the Customer.

**SUPPORT SERVICES**

**2.6** The Support Services apply to the SAP POaaS. This will include rectification and notification of errors in the SAP POaaS to the Customer.

**CONTRACTOR OBLIGATIONS**

**2.7** The Contactor must:

(a) replicate existing SAP ERP integration points (from existing outsourced SAP services) for the Customer as part of Transition In to the SAP POaaS to ensure continued service functionality for existing integrations to SAP systems;

(b) provide the Customer with access and SAP POaaS functionality where determined as a requirement (eg read only visibility into queue);

(c) provide details on any sizing or capacity limitations associated with the SAP POaaS;

(d) comply with the Audit requirements as specified in the Service Level Agreement;

(e) ensure the SAP POaaS is appropriately covered and approved by the client in Business Contingency Plans for the AESG Services;

(f) provide the Customer with access to message logs;

(g) retain message logs in line with the Customer's requirements to the extent supported by SAP standard; and

(h) maintain up to date SAP POaaS documentation (eg detail on set up, integration points/etc).

**2.8** The Priority/VIP Request process will apply for to Incidents and Service Requests related to the SAP POaaS.

### CUSTOMER OBLIGATIONS

**2.9** The Customer will:

(a) determine and define integration requirements (including source systems and environments) for the SAP POaaS;

(b) perform responsibilities in relation to the performance of the SAP POaaS as defined in Attachment 3-3 (Service Definition) to Schedule 3 (Service Level Agreement) and the associated RACI matrices for the purposes of clause 6.26 of the Customer Contract (including the Matrix added as part of this Attachment 3-6 SAP PO as a Service);

(c) complete ETL functions; and

(d) be responsible for resolution of integration errors that relate to Customer Data and/or Customer systems (and not the SAP POaaS itself).

### LICENCES

**2.10** The Contractor will identify what licences are required for the SAP POaaS and will provide all non-SAP licences required for the SAP POaaS.

**2.11** The Customer will provide all SAP licences for the Customers staff as/if identified as CSI.

### SAP POAAS RACI

**2.12** The RACI chart which follows is specific for the SAP POaaS, and the items listed are therefore additional to the items covered in the RACI chart supplied as part of Attachment 3-3 (Service Definition) of the SLA.

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**EXCLUSIONS TO ON-GOING SERVICES**

**2.13** The following functions are out of scope for the Contractor as part of the Recurring Services of the SAP POaaS.

(a) interface error resolution (where the sending or receiving message formats have changed) (excluding changes to AESG); and

(b) development of new integrations / substantive changes. (These can be scoped and developed as Additional Services or Service Requests in agreed timeframes – see section 2.2(c) above).

# Attachment 3-7 - Request Handling for Priority/VIP Service Requests and Incidents

## 1. Approach

1.1 In order to provide predictability in the management of Service Requests and accelerated delivery for high priority Service Requests and Incidents in critical circumstances, the parties agree a mechanism for:

(a) dealing with Service Requests such that the work gets completed within a predictable timeframe and without causing unnecessary delays; and

(b) increasing the priority of relevant Service Requests and Incidents.

**1.1** The parties also wish to provide a process for handling high priority Service Requests and Incidents from designated VIPs.

## 2. Initial Process

2.1 The Customer may raise a Service Request or Incident in accordance with Attachment 3-4 (Support Services).

2.2 Within two Business Days of receiving a Service Request, the Contactor must undertake a high level analysis and provide Customer with:

(a) a detailed estimate of time to complete the Service Request (together with a target date for completion); or

(b) an indication that the Service Request will take more than 4 Business Days, in which case it will be dealt with accordance with Schedule 4 (Variation Procedures).

2.3 Where a Service Request can be accommodated within the Customer's included capacity allowance for Service Requests, the Contractor must:

(a) within an expected three Business Days (and in any event within a maximum of five Business Days) of the Customer's approval of the estimate, the Contractor must commence work on the Service Request; and

(b) ensure that build and test activities are completed within an expected eight Business Days (and in any event within 10 Business Days) from receipt of the Customer's approval.

## 3. Governance

3.1 During the Management Committees detailed in Attachment 3-3 (Management Committees):

(a) Service Requests will be reviewed to determine the priority for the Contractor to undertake such work; and

(b) delivery of the Service Request will be assessed against the expected delivery timeframe target.

3.2 This Attachment 3-7 (Request Handling for High Priority/VIP Incidents and Service Requests) will be reviewed on a quarterly basis in the AESG Service Management Committee.

## 4. High Priority/VIP Service Requests and Incidents

(a) Customer's Level 1 help desk may tag Incidents and Service Requests as high priority/VIP **(Priority/VIP Request)**. The high priority/VIP tag for a Priority/VIP Request will be carried into the Contractor's ticketing system via the mapping of an agreed field in the integration between the Customer and Contractor ticketing systems.

(b) Where an Incident is a Priority/VIP Request:

(i) in the case of Severity 4 Incidents, the Incident will have its Severity increased to Severity 3 and will be moved to the top of the Severity 3 queue; and

(ii) in the case of all other Incidents, the Incident will be moved to the top of the queue for the relevant Severity level.

(c) The Contractor will track Priority/VIP Requests with a view to ensuring that they are dealt with as promptly as possible and in the case of Incidents, within their existing Severity allocations.

(d) Where resourcing for a Priority/VIP Request is limited because of a higher Severity Incident or current conflict of resource time, the Contractor will agree with the Customer the re-prioritisation of other activities that should take place.

(e) In order to prioritise a Priority/VIP Request, the Customer may approve the Contractor to temporarily de-prioritise designated work. In such a case the Contractor will pause the Incident or Service Request resolution timer by changing the ticket to a 'Pending Customer' status.

(f) The number of Priority/VIP Requests raised will be reported as a monthly governance item and should not exceed 5% of logged Incidents and Service Requests.

# 5. EXAMPLES OF VIP HIGH PRIORITY SERVICE REQUESTS

5.1 High Priority Service Requests may include (but are not limited by) the following examples:

| | CATEGORY | HIGH PRIORITY EXAMPLE | EXPECTATION |
|---|---|---|---|
| 1 | VIP or escalated Incident resolution | An Incident has occurred affecting a VIP. The Super User Group has been unable to resolve the Incident and requires assistance to resolve as a priority. | Customer escalates to the Contractor as a Priority/VIP Request seeking high priority assistance. For Severity 4 Incidents, the Incident is raised to the top of the Severity 3 queue. For all other Incidents, the Incident is raised to the top of the queue for the relevant Severity. |
| 2 | Workflow resolution | If workflows are jammed/lost and require urgent release/investigation. | Customer escalates to the Contractor as a Priority/VIP Request. The Contractor undertakes the request within allocated Service Request hours or advises Customer if insufficient Service Request hours are available. Customer reprioritises |

| | CATEGORY | HIGH PRIORITY EXAMPLE | EXPECTATION |
|---|---|---|---|
| | | | Service Request jobs or pays for additional Service Request hours if necessary. |
| 3 | Mass Upload required | Customer requires a mass upload of transactional/master data. | Customer escalates to the Contractor as a Priority/VIP Request. The Contractor undertakes the request within allocated Service Request hours or advises the Customer if insufficient Service Request hours are available. Customer reprioritises Service Request jobs or pays for additional Service Request hours if necessary. |
| 4 | Environment Refresh | Customer requires an extra training environment refresh in a high priority timeframe. | Customer escalates to the Contractor as a Priority/VIP Request. The Contractor undertakes the request within allocated Service Request hours or advises the Customer if insufficient Service Request hours re available. Customer reprioritises Service Request jobs or pays for additional Service Request hours if necessary. |
| 5 | Report change | Customer requires a minor report variation eg by adding an additional field. | Customer escalates to the Contractor as a Priority/VIP Request. The Contractor undertakes the request within allocated Service Request hours or advises the Customer if insufficient Service Request hours are available. The Customer reprioritises Service Request jobs or pays for additional Service Request hours if necessary. |

# Schedule 4: Variation Procedures

## 1. Procedures

**1.1** Each request or recommendation for a change to the PIPP or any part of the Customer Contract must be submitted in a form substantially similar to the Change Request form attached to this Schedule.

**1.2** For each draft Change Request submitted:

(a) the Customer must allocate it with a sequential number;

(b) the draft Change Request must be logged and its progress documented by recording its status from time to time by the Contractor as follows:

(i) requested;

(ii) under evaluation;

(iii) awaiting authorisation;

(iv) cancelled;

(v) pending

(vi) approved/authorised;

(vii) expired;

(viii) in progress;

(ix) applied;

(x) delivered; and

(xi) accepted.

**1.3** Subject always to clause 1.6 below, the Party receiving the draft Change Request must within 5 Business Days of receipt (or such longer period set out in the Change Request):

(a) request further information;

(b) provide written notification to the other Party of its approval or rejection of the Change Request.

**1.4** If the Customer submits a draft Change Request to the Contractor, and the Contractor believes that there is more than 1 Business Day's work involved in the evaluation of the Change Request, then prior to commencing work on evaluating the draft Change Request the Contractor may request that the Customer pays for the work involved to evaluate the draft Change Request. The Customer may then either revise the draft Change Request to require less than 1 Business Day's work to evaluate it, or agree to pay for the Contractor's work to evaluate the Change Request in an amount agreed by the Parties, or in absence of agreement, at the Contractor's then current commercial rates.

**1.5** If the Customer Contract has been entered into under a Head Agreement, and the Change Request seeks to vary a Protected Clause and the Customer approves of the Change Request, the Customer must submit the Change Request to the Contract Authority and the Director General, NSW Department of Finance and Services, for approval immediately after it has notified the Contractor that it approves the Change Request.

**1.6** If the Contractor submits a draft Change Request to the Customer, and the draft Change Request is for a reasonable extension of time and/or damages, costs or expenses as a result of or in connection with a delay or increase in costs which has occurred because of the Customer's failure to perform or delay in performing a Customer Dependency, then the Customer may not unreasonably withhold its approval of such Change Request.

# 2. Status

**2.1** A Change Request is binding on the Parties only when both Parties have signed it. Once signed by both parties the Change Request updates the Customer Contract in accordance with the terms of the Change Request. The Contractor must not implement any draft Change Request until the Customer has signed the Change Request form.

# 3. Change Request Form

## CHANGE REQUEST BRIEF DETAILS

| | | |
|---|---|---|
| **Change Request Number** | | *Insert Change Request Number (supplied by the Customer)* |
| **Date of Change Request** | | *Insert date of draft Change Request* |
| **Originator of need for Change Request** | | *Customer or Contractor* |
| **Proposed Implementation Date of Change** | | *Insert proposed date of implementation* |
| **Date of expiry of validity of Change Request** | | *Insert validity expiry date. The Change Request is invalid after this date.* |
| **Contractor's estimated time and cost of evaluation** | | *Insert estimated time and cost of evaluation* |
| **Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any**<br>**(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)** | | *Insert amount to be paid to the Contractor for evaluating the draft Change Request* |

## CHANGE REQUEST HISTORY LOG

| **Change Request Version History** | | | |
|---|---|---|---|
| **Date** | **Issue Version** | **Status/Reason for New Issue** | **Author** |
| *Insert date* | *Insert version* | *Insert status/reason* | *Insert author* |
| | | | |
| | | | |

## DETAILS OF CHANGE REQUEST

### Summary

[Insert a summary of the changes, if required]

### SCOPE

[Insert changes to the scope of Products to be provided and/or any Services, including any extensions to the Contract Period.]

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

[Insert any changes to the Contract Specification]

EFFECT OF CHANGE ON PROJECT TIMETABLE

[Insert changes to the project timetable]

**New PIPP (annexed)**

[Annex new PIPP if required]

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

[Insert new charges and the timing of payment into the new PIPP]

CHANGES TO CSI

[Insert any changes to the CSI]

CHANGES TO CUSTOMER PERSONNEL

[Insert any changes to the Customer's Personnel]

CHANGES TO CUSTOMER ASSISTANCE

[Insert any changes to the Customer's Assistance]

PLAN FOR IMPLEMENTING THE CHANGE

[insert the plan for implementing the change – if any.]

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

[Insert the responsibilities of the respective Parties for implementing the change – if any.]

**Responsibilities of the Contractor**

[Insert the responsibilities of the Contractor for implementing the change – if any.]

**Responsibilities of the Customer**

[insert the responsibilities of the Customer for implementing the change – if any.]

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

[Insert if there will be any effect on the Acceptance Testing of any Deliverable – or alternatively insert None.]

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

[Insert if there will be any effect on performance of any Deliverable – or alternatively insert None.]

EFFECT ON USERS OF THE SYSTEM/SOLUTION

[Insert if there will be any effect on users of the system/solution – or alternatively insert None.]

## EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Changes will be required to the following documents:

[Add any other documents which may be affected.]

## EFFECT ON TRAINING

Insert if there will an effect on training or alternatively insert None.]

## ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

[insert if there are any other matters.]

## ASSUMPTIONS

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

[Insert any assumptions. If none then this section will be deleted].

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

[Insert a list of the documents that form part of this Change Request]

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

[Insert amendments to clauses in the Customer Contract, relevant Schedules including Service Level Agreement]

Note that variations to any of the Protected Clauses require the Customer to obtain the Contract Authority's and the Director General, NSW Department of Finance and Services approval (clause 26.2))

## 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 [insert name of Customer*]

NSW Department of Justice

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

Signature of Customer Representative

Print name

Date

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

Accenture Australia Holdings Pty Ltd

Signature of Authorised Signatory

Print name

Date

# Schedule 5: Escrow Deed

**Deed** dated the day of 20

**Between** [insert name, and ACN/ABN, if applicable] ("**Escrow Agent**")

**And** [insert name, and ACN/ABN if applicable] ("the **Contractor**")

Accenture Australia Holdings Pty Ltd (ABN 61 096 995 649)

**And** [insert name of Government Party] ("the **Principal**")

NSW Department of Justice (ABN 11 005 693 553)

RECITALS

A. By Software as a Service Agreement made on the .................. day of 201[ ], the Contractor has agreed to provide Software as a Service to the Principal. The Agreements includes obligations on the Contract to provide support services relating to the Software as a Service to the Principal (**Support Services**).

B. The Contractor and the Principal have agreed to appoint an escrow agent and the Escrow Agent has agreed to act as an escrow agent and to hold the Escrow Material for the Software as a Service on the following terms and conditions.

NOW THIS DEED WITNESS:

## 1. Agreed Terms and Interpretation

**1.1** In this Deed the following words have the following meaning:

**AESG** means Accenture Enterprise Services for Government, a **prebuilt** SAP Enterprise Resource Planning (ERP) solution developed by Contractor for its clients within the Australian public sector.

**Business Day** means any weekday that is not a public holiday in New South Wales;

**Contract Period** means the term of the Software as a Service Agreement;

**Contract Specifications** has the same meaning as in the Software as a Service Agreement;

**Deed** means this Deed of Agreement;

**Defect** means a defect, error or malfunction in that software such that the Software as a Service does not comply with and cannot be used in accordance with the Contract Specifications;

**Escrow Fees** means the fees set out in Attachment 1 to this Deed;

**Escrow Materials** means the material specified in Attachment 2 to this Deed;

**Insolvency Event** means that a party to this Deed:

(a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;

(b) is insolvent with the meaning of Section 95A of the *Corporations Act* 2001 (Cth);

(c) must be presumed by a court to be insolvent by reason of an event set out in Section 459C(2) of the *Corporations Act* 2001 (Cth);

(d) fails to comply with a statutory demand within the meaning of Section 459F(1) of the *Corporations Act* 2001 (Cth);

(e) has an administrator appointed or any step preliminary to the appointment of an administrator is taken;

(f) has a mortgagee enter into possession of any property of that party;

(g) has a controller within the meaning of the Section 9 of the Corporations Act 2001 (Cth) or similar officer or appointed to all or any of its property; or

(h) has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

**Software as a Service** means software or an application that is delivered using an online service.

**Software as a Service Agreement** means the Customer Contract entered into under the *Procure IT Framework* dated [insert date] pursuant to which the Contractor is providing Software as a Service to the Principal referred to in Recital A;

**1.2** In this Deed, unless the contrary intention appears:

(a) monetary references are references to Australian currency;

(b) the clause and sub clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;

(c) a cross reference to a clause number is a reference to all its sub clauses;

(d) words in the singular number include the plural and vice versa;

(e) the words "include(s)" and "including" are not words of limitation;

(f) words importing a gender include any other gender;

(g) a reference to a person includes a partnership and a body whether corporate or otherwise;

(h) a reference to a clause or sub clause is a reference to a clause or sub clause of this Deed;

(i) a reference to an Attachment is a reference to an Attachment to this Deed; and

(j) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

**1.3** Where an obligation is imposed on a party under this Deed, that obligation shall include an obligation to ensure that no act, error or omission on the part of that party's employees, agents or subcontractors or their employees or agents occurs which will prevent the discharge of that party's obligation.

COMPLIANCE WITH CONSUMER LAWS

**1.4** To the extent that the provisions of the *Competition and Consumer Act* 2010 (Cth) (**CCA**) apply to goods or services supplied under this Customer Contract, then the provisions of this Customer Contract are subject to the provisions of the CCA.

**1.5** To the extent that there is a failure to comply with a guarantee under sections 54 to 59 of the CCA in respect of goods which are not goods of a kind that are ordinarily acquired for personal, domestic or household use or consumption, then to the extent permitted by law, the Contractor's liability is limited to one or more of the following, at the election of the Contractor:

(a) the replacement of the goods or the supply of equivalent goods;

(b) the repair of the goods;

(c) the payment of the cost of replacing the goods or of acquiring equivalent goods;

(d) the payment of the cost of having the goods repaired.

**1.6** To the extent that there is a failure to comply with a guarantee in respect of the supply of services under sections 60 to 62 of the CCA, then to the extent permitted by law, the Contractor's liability is limited to one or more of the following, at the election of the Contractor:

(a) supplying the services again; or

(b) payment of the cost of having the services supplied again.

## 2. Duration

Subject to all applicable fees under this Deed being paid by the Principal in accordance with this Deed, this Deed remains in force until the Escrow Material is released in accordance with this Deed or this Deed is terminated or expires in accordance with its terms.

## 3. Appointment of Escrow Agent

The Escrow Agent is hereby appointed jointly by the Principal and the Contractor to hold the Escrow Material and, if the conditions for release under clause 8 below are met, to release the Escrow Material in accordance with this Deed.

## 4. Contractor's Obligations

**4.1** The Contractor shall deliver to, and deposit with, the Escrow Agent one copy of the Escrow Material within 7 days of the date of this Deed (or such other time as otherwise agreed).

**4.2** The Contractor shall maintain, amend, modify, up-date and enhance the Escrow Material quarterly and shall ensure on an annual basis (or upon each material change, such as a major update) that the Escrow Material deposited with the Escrow Agent is kept fully up-to date and accurately reflects the Software as a Service including all modifications, amendments, updates and new releases made to, or in respect of, the Software as a Service.

**4.3** The Contractor warrants to the Principal that the Escrow Material is, to the best of the knowledge of the Contractor, free from any virus or program device which would prevent the Software as a Service from conforming with the Contract Specifications or which would prevent or impede a thorough and effective verification thereof.

# 5. Escrow Agent's Obligations

**5.1** The Escrow Agent shall accept custody of the Escrow Material on the date of delivery in accordance with clause 4.1 above and, subject to the terms and conditions of this Deed, shall hold the Escrow Material on behalf of the Principal and the Contractor.

**5.2** The Escrow Agent shall take all reasonable necessary steps to ensure the preservation, care, maintenance, safe custody and security of the Escrow Material while it is in the possession, custody or control of the Escrow Agent, including storage in a secure receptacle and in an atmosphere which does not harm the Escrow Material or in a secure electronic environment.

**5.3** The Escrow Agent shall bear all risks of loss, theft, destruction of or damage to the Escrow Material while it is in the Escrow Agent's possession, custody or control where such loss, theft, destruction or damage is caused by negligent, malicious, reckless or unlawful act or omission of the Escrow Agent, its employees or agents.58

**5.4** If the Escrow Material is lost, stolen, destroyed or damaged while it is in the possession, custody or control of the Escrow Agent, the Escrow Agent shall immediately notify the Principal and the Contractor.

**5.5** Unless this Deed is terminated in accordance with clause 9.2(b) below, the Contractor shall, upon receipt of notice from the Escrow Agent under clause 5.4 above, promptly deposit a replacement copy of the Escrow Material with the Escrow Agent.

**5.6** Without limiting any other rights the Contractor and the Principal may have under this Deed or at law, where the loss, damage or destruction of the Escrow Material is caused by the negligent, malicious, reckless or unlawful act or omission of the Escrow Agent, the Escrow Agent must reimburse the Contractor for the reasonable cost of depositing a replacement copy of the Escrow Material.

**5.7** The Escrow Agent is not obliged to determine the nature, completeness or accuracy of the Escrow Material lodged with it.

**5.8** To the extent permitted by law, the Escrow Agent's liability, to both the Principal and the Contractor collectively, 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, this Deed shall not exceed in aggregate for all claims that arise out, of or in connection with, this Deed the greater of:

(a) $100,000; or

(b) two times the Escrow Fees paid, or due and unpaid, in the year that the claim first arises.

# 6. Escrow Fee and Expenses

**6.1** The Principal shall pay all applicable Escrow Fees plus any applicable GST to the Escrow Agent.

6.2 All expenses and disbursements incurred by the Escrow Agent in connection with this Deed shall be borne wholly and completely by the Escrow Agent.

6.3 All expenses and disbursements incurred by the Contractor in connection with this Deed shall be borne wholly and completely by the Contractor.

## 7. Testing and Verification

7.1 The Principal may engage the Escrow Agent or an independent assessor to undertake analysis and tests of the Escrow Material for verification purposes on its behalf.

7.2 The Escrow Agent shall release the Escrow Material to the independent party upon presentation of a release form signed by the Principal and the Contractor specifying the material to be released and identifying the person to whom that material may be released.

7.3 The Escrow Material released pursuant to clause 7.2 above must be returned to the Escrow Agent or its employees or agents and the Principal shall ensure that the confidentiality of the Escrow Material so released is preserved and that it is not used for any purpose other than the verification that the Contractor has complied with its obligations under this Deed.

7.4 All costs that Escrow Agent incurs in assisting the assessment shall be borne by the Principal, and must be paid within 7 days of receipt of an invoice from the Escrow Agent.

## 8. Release of the Escrow Material

8.1 The Escrow Agent shall not release, or allow access to, the Escrow Material except in accordance with the provisions of this Deed.

8.2 If:

(a) an Insolvency Event has occurred in relation to the Contractor; or

(b) the Principal is entitled to access the Escrow Materials in accordance with the Software as a Service Agreement,

(each of (a) and (b) being a **Trigger Event**),

and the Principal wishes the Escrow Agent to release the Escrow Material to it, the Principal must within 20 Business Days of the Trigger Event provide written notice in the form of a statutory declaration to both the Escrow Agent and the Contractor stating which Trigger Event has occurred. If the Contractor does not, within 20 Business Days of receiving the notice, rectify the Trigger Event or provide another remedy that is satisfactory to the Principal, the Principal may provide the Escrow Agent with a further statutory declaration confirming that the Contractor has not rectified the Trigger Event in the required time or provided another remedy that is satisfactory to the Principal and require the Escrow Agent to immediately release the Escrow Material to the Principal ("**Final Release Notice**"). The Escrow Agent shall release the Escrow Material to the Principal promptly after receiving the Final Release Notice.

8.3 In the event that the Escrow Materials are released to the Principal under this Deed, the Principal:

(a) may only use the Escrow Materials to the extent it is licensed to do so under the Software as a Service Agreement (or other agreement between the parties); and

(b) must keep the Escrow Materials strictly confidential and not disclose them to any person other than as necessary to allow a third party to assist with the Principal's use of the Escrow Materials (subject to such third party being bound by confidentiality obligations no less onerous than those contained within this agreement).

This clause 8.3 survives expiry or termination of this Deed.

# 9. Termination

**9.1** The Escrow Agent may, by giving 3 months prior written notice to the Principal and the Contractor, terminate this Deed subject to the pro-rata refund of any advance payment of the Escrow Fee.

**9.2** The Principal or the Contractor may terminate this Deed immediately if the Escrow Agent:

(a) has become subject to any form of insolvency administration; or

(b) is in breach of any obligation under this Deed so that there is a substantial failure by the Escrow Agent to perform or observe this Deed.

**9.3** If this Deed is terminated in accordance with this clause 9 while the Software as a Service Agreement remains in force, and the Principal continues to use the Software as a Service, the Principal and the Contractor shall enter into a new escrow agreement on substantially the same terms and conditions as are set out in this Deed, with an alternative escrow agent who is acceptable to both the Principal and the Contractor.

**9.4** The Principal and the Contractor may, upon giving 30 days prior written notice to the Escrow Agent, jointly terminate this Deed, however in this case, no refund of advance payment of the Escrow Fee will be payable by the Escrow Agent.

# 10. Confidentiality

**10.1** The Escrow Agent shall not, except as permitted by this Deed, make public or disclose to any person any information about this Deed or the Escrow Material.

**10.2** The Escrow Agent shall not reproduce, or cause to have reproduced, a copy of the Escrow Material or any part thereof, except as may be necessary to electronically store (and maintain a back up) of the Escrow Material.

**10.3** The obligations under this clause 10 shall survive the termination of this Deed.

# 11. Compliance with Laws

**11.1** The Escrow Agent shall, in carrying out this Deed, comply with the provisions of any relevant statutes, regulations, by-laws and the requirements of any Commonwealth, State or local authority.

# 12. Resolution of Disputes

**12.1** The Parties agree to resolve any conflicts or issues between them in relation to this Deed as follows:

Negotiation

(a) if there is a disagreement between the parties arising out of this Deed (a "**Dispute**"), then within 10 Business Days of a Party notifying the other party or parties of the

Dispute, a senior representative from each party must meet and use all reasonable endeavours acting in good faith to resolve the Dispute by joint discussions.

Mediation

(b) If the Dispute is not settled within 10 Business Days of notification under clause 12.1(a), the parties must submit the Dispute to mediation administered by one of the following bodies as agreed by the parties:

(i) the Australian Commercial Disputes Centre Limited (**ACDC**);

(ii) the Institute of Arbitrators and Mediators Australia (**IAMA**); or

(iii) Lawyers Engaged in Alternative Dispute Resolution (**LEADR**); or

failing agreement, the ACDC.

(c) The mediator will be an independent person agreed between the parties or, failing agreement, a mediator will be appointed by the President of the body determined under clause 12.1(b) above.

(d) Any mediation meetings and proceedings under this clause 12 must be held in Sydney, New South Wales.

**Court proceedings and other relief**

(e) A party may not start court proceedings in relation to a Dispute until it has followed the procedures in this clause 12 but the parties have not agreed a resolution within 30 Business Days of the appointment of the mediator, unless the party seeks injunctive or other interlocutory relief.

**Continuation of rights and obligations**

(f) Despite the existence of a Dispute, each party must continue to perform this Deed.

## 13. Applicable Law

**13.1** This Deed shall be governed by and construed in accordance with the laws from time to time in force in New South Wales. The parties shall submit to the exclusive jurisdiction of the courts of New South Wales.

## 14. Variation and Waiver

**14.1** This Deed shall not be varied either in law or in equity except by a deed duly executed by the Escrow Agent, the Principal and the Contractor.

**14.2** A waiver by one party of a breach of a provision of this Deed by another party shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Deed. The failure of a party to enforce a provision of this Deed shall not be interpreted to mean that party no longer regards that provision as binding.

## 15. Assignment

**15.1** The Contractor, Principal and the Escrow Agent, or any of these, shall not assign, in whole or in part, its benefits under this Deed without the written consent of the other two parties, which shall not be unreasonably withheld.

## 16. Severability

**16.1** Each provision of this Deed, and each part of it shall, unless the context otherwise necessarily requires it, be read and construed as a separate and severable part, so that if any provision, or part of a provision is void or otherwise unenforceable for any reason, then that provision, or part shall be severed and the remainder shall be read and construed as if the severable part had never existed.

## 17. Notices

**17.1** A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy electronically (electronic mail or facsimile) to the address last advised by one of them to the other. Where the notice is given or served electronically, the sending party must confirm receipt by some other means. The address for services of notice for a party is, in the case of the:

**Escrow Agent**

Physical address:

Postal address:

Phone number:

Fax number:

Email address:

**Contractor**

Physical address:

Postal address:

Phone number:

Fax number:

Email address:

**Principal**

Physical address:

Postal address:

Phone number:

Fax number:

Email address:

or such other address as a party may notify to the other party in writing from time to time.

**17.2** A notice or other communication is deemed to be received if:

(a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;

(b) sent by post from and to an address within Australia, after three (3) Business Days;

(c) sent by post from or to an address outside Australia, after ten (10) Business Days; or

(d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours).

EXECUTED AS A DEED

Signed, sealed and delivered by [insert full legal name of Escrow Agent and ACN/ABN]

in accordance with s127 of the *Corporations Act* 2001 (Cth) by:

| | |
|---|---|
| Signature Director | Signature of Director/Secretary |
| Print name | Print name |
| Date | Date |

Signed, sealed and delivered by [insert full legal name of Contractor and ACN/ABN]

Accenture Australia Holdings Pty Ltd (ABN 61 096 995 649)

in accordance with s127 of the *Corporations Act* 2001 (Cth) by:

| | |
|---|---|
| Signature Director | Signature of Director/Secretary |
| Print name | Print name |
| Date | Date |

Signed, sealed and delivered by [insert full legal name of Principal and ACN/ABN]

NSW Department of Justice (ABN 11 005 693 553)

in accordance with s127 of the *Corporations Act* 2001 (Cth) by:

| | |
|---|---|
| Signature Director | Signature of Director/Secretary |
| Print name | Print name |
| Date | Date |

Escrow Deed of Agreement

ATTACHMENT 1

Details of Escrow fees

Escrow Deed of Agreement

ATTACHMENT 2

Details of Escrow Material and Supporting Materials

| | |
|---|---|
| What is the general function of the software (i.e. the deposit) to be placed into escrow? | The Escrow Materials will be:<br>• The Principal's configured SAP client of AESG, including:<br>- an SAP client export, consisting of configuration settings and code supporting Adopt and Adapt components together with the integration code for all SAP components in use by the Customer;<br>- a design blueprint, process flows, process descriptions, configuration templates, test scripts, data load templates;<br>- training materials and other artefacts necessary to deliver the Service, including the following:<br>- training overviews;<br>- job aids; and<br>- training assessments; and<br>- documentation to enable a rebuild of the environment and import of the SAP client export,<br>(the **Customer Configuration**). |
| On what media will the source code be delivered? | The SAP configurations for the Principal will be exported using the SAP_ALL profile to external media along with associated documentation detailing the SAP version and associated support packages in order to facilitate the SAP client be re-imported on a different instance of the underlying SAP software. |
| | |
| What is the total uncompressed size of the deposit in megabytes? | Estimated 600 gigabytes. |
| Describe the nature of the source code in the deposit. (Does<br>the deposit include interpreted code, compiled source, or a mixture?<br>How do the different parts of the deposit relate to | SAP ABAP Code as relates to Adopt and Adapt RIEFW in scope is included, along with a standard SAP client export format. |

| | |
|---|---|
| each other?) What types of source code make up the deposit (e.g. – C++, Java, etc.) | |
| What compilers/linkers/other tools (brand and version) are necessary to build the application? | Importing the Escrow Material into a new instance of SAP would require the underlying SAP software that is described in the documentation included in the Escrow Material. |
| What, if any, third-party libraries are used to build the software? Specify vendor, tool name and exact or minimum required version. If multiple build environments are required, specify for which environment each tool is required. | Underlying SAP software |
| If a database of any kind is necessary to support compilation, is a running instance of the database necessary or is a static instance consisting of the static and shared libraries and/or header files installed by the database sufficient to support compilation? If not already identified above, provide the vendor and version of the required database. | A preconfigured SAP HANA database is required as described in the documentation in the Escrow Materials. |
| How much is automated? | Automatic using standard SAP tools. |
| Does the deposit contain formal build document(s) describing the necessary steps for build system configuration and compilation? | Yes |
| What are the system hardware requirements to successfully<br>execute the software? (memory, disk space, etc.); include any additional peripheral devices that may be necessary to support correct function of the software/system. | The Escrow Material will contain the system hardware requirements. |
| What is the minimum number of machines required to completely set up the software sufficient to support functional testing? What Operating systems and version are required for each machine? | The Escrow Material will contain the SAP software, database and operating system versions. |
| Is a database of any kind required to support functional testing of the software? If so, provide the vendor and version required. | No |
| If a database is required, does the deposit contain or can the<br>depositor provide scripts and backups/imports necessary to create a database instance suitable to support functional testing.<br>Note: a database containing test data is satisfactory to support functional testing so long as the data is realistic. | The Escrow Material will contain the necessary scripts. |
| Including the installation of any software tools required to support the function of the software, approximately how much time is required to setup and configure a | Estimated three weeks to install the base software and import the client copy export. |

| | |
|---|---|
| system suitable to support functional testing? | |
| Approximately how much time would be required to perform a set of limited tests once a test system is configured? | Depends on specific requirements, but in general the import to the preconfigured SAP database instance would be automatic using standard SAP tools. |
| Does the deposit contain or can the depositor provide test plans, scripts or procedures to facilitate testing? | Scripts for simple regression test suite will be included in the Escrow Material. |
| With the exception of any database identified above, are any connections to external data sources, feeds or sinks required to support the proper functioning of the software and to support software testing? | No |

# Schedule 6: Not Used

# Schedule 7: Not Used

# Schedule 8: Deed of Confidentiality

**Deed of Agreement** dated the ____ day of ____ 20 ____

**Between** [insert name of the Customer (**Customer**)

NSW Department of Justice

**And** [insert name and address of Subcontractor] (**Subcontractor**)

RECITALS

(A) In the course of the Subcontractor assisting in the supply by the Contractor of certain Deliverables for the Customer under a subcontract agreement between the Subcontractor and the Contractor, the Subcontractor will have access to, and may become aware of, Confidential Information belonging to, or in the possession of, the Customer.

(B) Improper use or disclosure of the Confidential Information would severely damage the Customer's ability to perform its governmental/statutory functions and would severely damage the commercial interests of the Customer.

(C) The Customer requires, and the Subcontractor agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Customer's Confidential Information is kept confidential.

(D) This Deed sets out the terms on which the Subcontractor will have access to the Confidential Information.

WHAT IS AGREED

## 1. Recitals

The Parties acknowledge the truth and accuracy of the Recitals.

## 2. Interpretation

DEFINITIONS

**2.1** In the interpretation of this Deed unless a contrary intention appears the following expressions will have the following meanings:

**Agreement** means the Customer Contract entered into under the *Procure IT Framework* between the Contractor and the Customer under which the Contractor will supply Deliverables to the Customer dated [insert date].

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

**Confidential Information** means information that:

(a) is by its nature confidential; or

(b) is communicated by the Customer to the Subcontractor as confidential; or

(c) the Subcontractor knows or ought to know is confidential; or

(d) relates to:

(i) the Products and Services;

(ii) the financial, the corporate and the commercial information of the Customer;

(iii) the affairs of a third party (provided the information is non-public); and

(iv) the strategies, practices and procedures of the State and any information in the Subcontractor's possession relating to the State public service,

(e) but excludes any information which the Subcontractor can establish was:

(i) in the public domain, unless it came into the public domain due to a breach of confidentiality by the Subcontractor or another person;

(ii) independently developed by the Subcontractor; or

(iii) in the possession of the Subcontractor without breach of confidentiality by the confidant or other person.

**Contractor** means [insert name of Contractor].

**Deliverables** means any product or service and any associated material offered for supply or provided by the Contractor in accordance in the Agreement.

**Express Purpose** means the Subcontractor performing the obligations under its subcontract agreement with the Contractor.

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

(a) copyright, patent, trademark, design, semi-conductor or circuit layout rights, registered design, trademarks or trade name and other protected rights, or related rights, existing worldwide; and

(b) any licence, consent, application or right, to use or grant the use of, or apply for the registration of, any of the rights referred to in (a),

but does not include the right to keep confidential information confidential, moral rights, business names, company names or domain names.

**Notice** means notice in writing given in accordance with this Deed.

**State** means the State of New South Wales.

GENERAL

**2.2** Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Deed, except where the context makes it clear that a rule is not intended to apply

**2.3** A reference to:

(a) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced ,and includes any subordinate legislation issued under it;

(b) a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;

(c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;

(d) anything (including a right, obligation or concept) includes each part of it.

**2.4** If this Deed expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.

**2.5** A singular word includes the plural, and vice versa.

**2.6** A word which suggests one gender includes the other gender.

**2.7** The words "include(s)" and "including" are not words of limitation.

**2.8** If a word is defined, another part of speech of that word has a corresponding meaning.

## 3. Non disclosure

**3.1** The Subcontractor must not disclose the Confidential Information to any person without the prior written consent of the Customer.

**3.2** The Customer may grant or withhold its consent in its discretion.

**3.3** If the Customer grants its consent, it may impose conditions on that consent, including a condition that the Subcontractor procures the execution of a Deed in these terms by the person to whom the Subcontractor proposes to disclose the Confidential Information.

**3.4** If the Customer grants consent subject to conditions, the Subcontractor must comply with those conditions.

**3.5** Despite clause 3.1, the Subcontractor may disclose the Confidential Information:

(a) to its directors, officers, employees and contractors;

(b) to the Contractor and its directors, officers, employees and the Contractor's other contractors who are engaged in the supply of the Deliverables and their directors, officers, employees, each referred to as **permitted recipients**, where such disclosure is essential to carrying out their duties in respect of the Express Purpose.

**3.6** Despite clause 3.1, the Subcontractor may disclose the Confidential Information:

(a) to its lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the performance under this Deed; or

(b) if the Subcontractor is required to disclose by law, order of a court or tribunal of competent jurisdiction or the listing rules of an applicable securities exchange.

**3.7** Before disclosing the Confidential Information to a permitted recipient, the Subcontractor will ensure that the permitted recipient is aware of the confidentiality requirements of this Deed and is advised that it is strictly forbidden from disclosing the Confidential Information or from using the confidential information other than as permitted by this Deed.

**3.8** The Confidential Information must not be copied or reproduced by the Subcontractor or the permitted recipients without the expressed prior written permission of the Customer, except as for such copies as may be reasonably required for the Express Purpose.

**3.9** If any person, being any director, officer, contractor or employee of the Subcontractor, who has had access to the Confidential Information in accordance with this clause 3 leaves the service or employ of the Subcontractor then the Subcontractor will procure that that person does not do or permit to be done anything which, if done or permitted to be done by the Subcontractor, would be a breach of the obligations of the Subcontractor under this Deed.

## 4. Restriction on use

**4.1** The Subcontractor must use the Confidential Information only for the Express Purpose and must not without the prior written consent of the Customer use the Confidential Information for any purpose other than the Express Purpose.

**4.2** The Subcontractor must, unless otherwise authorised by the prior written consent of the Customer:

(a) treat as confidential and secret all of the Confidential Information which the Subcontractor has already acquired or will acquire from the Customer;

(b) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;

(c) not directly or indirectly use, disclose, publish or communicate or permit the use disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed;

(d) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed; and

(e) ensure that the permitted recipients comply with the terms of this Deed and keep the Confidential Information confidential and not use or disclose the Confidential Information other than as permitted by this Deed.

## 5. Survival

**5.1** This Deed will survive the termination or expiry of the Agreement for a period of 6 years.

## 6. Rights of the Customer

PRODUCTION OF DOCUMENTS

**6.1** The Customer may demand the delivery up to the Customer of all documents in the possession or control of the Subcontractor containing the Confidential Information.

**6.2** The Subcontractor must immediately comply with a demand under this clause 6.

**6.3** If the Customer makes a demand under this clause 6, and documents containing the Confidential Information are beyond the Subcontractor's possession or control, then the Subcontractor must provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose possession or control they lie.

**6.4** In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

LEGAL PROCEEDINGS

**6.5** The Customer may take legal proceedings against the Subcontractor or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

## 7. Indemnity and release

**7.1** The Subcontractor is liable for, and agrees to indemnify and keep indemnified the Customer in respect of, any claim, damage, loss, liability, cost, expense, or payment which the Customer suffers or incurs as a result of:

(a) a breach of this Deed (including a breach of this Deed which results in the infringement of the rights of any third party); or

(b) the disclosure or use of the Confidential Information by the Subcontractor or the permitted recipients other than in accordance with this Deed.

## 8. No exclusion of law or equity

**8.1** This Deed does not exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

## 9. Waiver

**9.1** No waiver by the Customer of one breach of any obligation or provision of this Deed will operate as a waiver of another breach of any other obligation or provision of this Deed.

**9.2** None of the provisions of this Deed will be taken to have been varied waived discharged or released by the Customer unless by its express consent in writing.

## 10. Remedies cumulative

CUMULATIVE

10.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any other rights or remedies.

OTHER INSTRUMENTS

10.2 Subject to the other covenants of this Deed, the rights and obligations of the parties pursuant to this Deed are in addition to and do not derogate from any other right or obligation between the parties under any other Deed or agreement to which they are parties.

## 11. Variations and amendments

11.1 No term or provision of this Deed may be amended or varied unless reduced to writing and signed by the parties in the same manner as this instrument.

## 12. Applicable law

12.1 This Deed will be governed and construed in accordance with the laws of the State.

## 13. Notices

13.1 Notices must be sent to the other party at the address shown in this Deed, or the address last notified to the other party in writing, or in the case of the Subcontractor, at the Subcontractor's registered office.

13.2 All notices must be in writing and signed by the relevant party and must be given either by hand delivery, post or facsimile transmission.

13.3 If delivery or receipt of a notice is not made on a Business Day, then it will be taken to be made on the next Business Day.

**EXECUTED AS A DEED**

Signed, sealed and delivered by [insert name of Customer]

NSW Department of Justice

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

In the presence of: [insert name of witness]

| | |
|---|---|
| Signature of Customer | Signature of Witness |
| Print name | Print name |
| Date | Date |

Signed, sealed and delivered by [insert Subcontractor's name and ACN/ABN]

in accordance with s127 of the *Corporations Act* 2001 (Cth) by:

| | |
|---|---|
| Signature Director | Signature of Director/Secretary |
| Print name | Print name |
| Date | Date |

# Schedule 9: Performance Guarantee

Deed dated the ______ day of ______ 20 ______

Between (Customer)

NSW Department of Justice

And (Guarantor)

Accenture PLC

Purpose Accenture Australia Holdings Pty Ltd (ABN 61 096 995 649) (Contractor) has agreed to offer to supply  Services to the Customer under a contract dated [*insert date of Customer Contract*] (Customer Contact).

DEFINITIONS

**Business Day** means any weekday that is not a public holiday in New South Wales.

**Insolvency Event** means where the Contractor:

(a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;

(b) is insolvent with the meaning of Section 95A of the *Corporations Act* 2001 (Cth);

(c) must be presumed by a court to be insolvent by reason of an event set out in Section 459C(2) of the *Corporations Act* 2001 (Cth);

(d) fails to comply with a statutory demand within the meaning of Section 459F(1) of the *Corporations Act* 2001 (Cth);

(e) has an administrator appointed or any step preliminary to the appointment of an administrator is taken;

(f) has a mortgagee enter into possession of any property of that Party;

(g) has a controller within the meaning of the Section 9 of the *Corporations Act* 2001 (Cth) or similar officer appointed to all or any of its property; or

(h) has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

**Notice in Writing** means a notice signed by a party's authorised representative or his/her delegate or agent.

BY THIS DEED

By this Deed, the Guarantor guarantees to the Customer the performance of the obligations undertaken by the Contractor under the Customer Contract on the following terms and conditions:

1. If the Contractor (unless relieved from the performance of the Customer Contract by the Customer or by statute or by a decision of a tribunal of competent jurisdiction) fails to execute and perform its undertakings, when due, under the Customer Contract, the Guarantor will, if required to do so by the Customer, complete or cause to be completed the undertakings contained in the Customer Contract.

2. Not Used

3. The Guarantor will not be discharged, released or excused from this Deed of Guarantee by an arrangement made between the Contractor and Customer with or without the consent of the Guarantor, or by any alteration, amendment or variation in the obligations assumed by the Contractor or by any forbearance whether as to payment, time, performance or otherwise.

4. The obligations of the Contractor will continue in force and effect until the completion of the undertakings of this Deed of Guarantee by the Guarantor.

5. The obligations and liabilities of the Guarantor under this Deed of Guarantee be co-extensive with and will not exceed the obligations and liabilities of the Contractor under the Customer Contract.

6. Where the Contractor has failed to perform, when due, under the Customer Contract, the obligations of the Guarantor will continue even though the Contractor has been the subject of an Insolvency Event.

7. The rights and obligations under this Deed of Guarantee will continue until all obligations of the Contractor under the Customer Contract have been performed, observed and discharged.

8. A notice under this Deed of Guarantee must be a Notice in Writing.

9. The address for services of Notices in Writing under this Deed of Guarantee for a party is, in the case of the:

**Guarantor** **Accenture PLC**

Physical address

161 North Clark Street, Chicago Illinois 60601

USA

Attention: General Counsel

(or, if different, the then current principal business address of the duly

appointed General Counsel of Accenture PLC)

Postal address

Fax number

**Contractor** **Accenture Australia Holdings Pty Ltd**

Physical address

48 Pirrama Road

PYRMONT NSW 2009

Attention: Director of Legal Services – ANZ

Postal address

Fax number

**Customer** **NSW Department of Justice**

Physical address Parramatta Justice Precinct
160 Marsden St
PARRAMATTA NSW 2150

Postal address

Fax number

Or such other address as a party may notify to the other party in writing from time to time.

10. A Notice in Writing is deemed to be received if:

    (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;

    (b) sent by post from and to an address within Australia, after 3 Business Days; or

    (c) sent by post from or to an address outside Australia, after 10 Business Days.

11. The laws of the New South Wales govern the this Deed of Guarantee and the parties submit to the exclusive jurisdiction of the courts of New South Wales.

12. The Guarantor may:

    (a) merge with another entity;

    (b) enter into a scheme of arrangement, amalgamation, consolidation or other combination; or

    (c) directly or indirectly, through its subsidiaries, sell or transfer all of substantially all of its assets or those of its subsidiaries to another entity or entities;

    and, in connection with such transaction/s, assign all its rights and obligations under this Deed of Guarantee to the Guarantor's successor entity (**Successor**).

13. By accepting or relying on this Deed of Guarantee, the Customer:

    (a) consents to such transactions under clause 12, provided the Guarantor confirms that, upon completion of such transactions, the Successor will own and control total consolidated assets substantially equal to, or greater than, those owned and controlled by the Guarantor immediately prior to such transactions and that the Successor delivers to the Customer a deed of guarantee with terms conforming in all material aspects to this Deed of Guarantee; and

    (b) undertakes that it will enter into any instruments necessary or helpful to effect such transactions and transfers of the obligations hereunder between the Guarantor and the Successor.

## EXECUTED BY THE PARTIES AS A DEED AT THE DATE STATED BELOW

Signed, sealed and delivered by [*insert name of the Customer*].

NSW Department of Justice

By [*insert name of Customer representative*]

In the presence of: [*insert name of witness not a party to this Deed*]]

Signature of Customer representative

Print Name

Date

Signature of Customer's Witness

Print Name

Date

Signed, sealed and delivered by

Accenture Plc

Signature of Treasurer

Print name

Date

# Schedule 10: Not Used

# Schedule 11: Dispute Resolution Procedures

## 1. Expert Determination

**1.1** If a Referral Notice is submitted under clause 24.7 of the Customer Contract, the expert is to be agreed between the Parties. If they cannot agree within 28 days of the Referral Notice, the expert is to be nominated on the application of either Party by the Chief Executive Officer, Australian Commercial Disputes Centre of NSW.

**1.2** The expert nominated must be a person who is an experienced Australian legal practitioner or a person with practical experience in the technology that is the subject matter of the dispute, unless otherwise agreed. The expert must not be:

(a) an employee of the Parties;

(b) a person who has been connected with this Customer Contract or has a conflict of interest, as the case maybe; or

(c) a person who the Parties have not been able to agree on.

**1.3** The expert may appoint any person that the expert believes will be able to provide the specialists skills that are necessary to make a determination, including an Australian legal practitioner. The expert must consult with both Parties prior to appointing such person.

**1.4** When the person to be the expert has been agreed or nominated, the Customer, on behalf of both Parties, must engage the expert by letter of engagement (and provide a copy to the Contractor) setting out:

(a) the issue referred to the expert for determination;

(b) the expert's fees;

(c) the procedure for the determination set out in this Schedule; and

(d) any other matter which is relevant to the engagement.

## 2. Submissions

**2.1** The procedure for submissions to the expert is as follows:

(a) The Party that has referred the issue to expert determination must make a submission in respect of the issue, within 30 Business Days after the date of the letter of engagement referred to in clause 1.4.

(b) The other Party must respond within 30 Business Days after receiving a copy of that submission. That response may include cross-claims.

(c) The Party referred to in clause 2.1(a) may reply to the response, but must do so within 20 Business Days after receiving the response, and must not raise new matters.

(d) The other Party may comment on the reply, but must do so within 20 Business Days after receiving the reply, and must not raise new matters.

(e) The expert must ignore any submission, response, reply, or comment not made within the time given in this clause 2.1, unless the Customer and the Contractor agree otherwise.

(f) The expert may request further information from either Party. The request must be in writing, with a time limit for the response. The expert must send a copy of the request and response to the other Party, and give the other Party a reasonable opportunity to comment on the response.

(g) All submissions, responses, replies, requests and comments must be in writing. If a Party gives information to the expert, it must at the same time give a copy to the other Party.

# 3. Conference

**3.1** The expert must arrange at least one conference with both Parties. The request must be in writing, setting out the matters to be discussed.

**3.2** Each Party is entitled to be represented at any preliminary conference before the expert by its legal representatives and other authorised representatives, with information and knowledge of the issues.

**3.3** The expert is not bound by the rules of evidence and may receive information in any manner the expert sees fit, but must observe the requirements of procedural fairness. Consultation between the expert and a Party must only take place in the presence of the other Party, unless a Party fails to attend a conference or meeting which has been convened by the expert and of which prior notice has been given. Any Party providing information to the expert must provide that information to the other Party.

**3.4** The Parties agree that such a conference is considered not to be a hearing that would give anything under this Schedule the character of arbitration.

**3.5** In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off or counter-claim.

# 4. Questions to be determined by the Expert

**4.1** The expert must determine for each issue the following questions (to the extent that they are applicable to the issue):

(a) is there an event, act or omission that gives the claimant a right to compensation under the Customer Contract:

(i) for damages for breach of the Customer Contract, or

(ii) otherwise in law?

(b) if so:

(i) what is the event, act or omission?

(ii) on what date did the event, act or omission occur?

(iii) what is the legal right which gives rise to the liability to compensation?

(iv) is that right extinguished, barred or reduced by any provision of the Customer Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?

(c) in the light of the answers to clause 4.1:

(i) What compensation, if any, is due from one Party to the other and when did it fall due?

(ii) What interest, if any, is due when the expert determines that compensation?

**4.2** The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.

**4.3** The Parties must share equally the fees of the expert, any other costs associated with the process, including room hire expenses, transcript expenses and the like and the fees of any person appointed by the expert under clause 1.3 for the determination, and bear their own expenses.

**4.4** If the expert determines that one Party must pay the other an amount exceeding the amount specified in General Order Form (calculating the amount without including interest on it and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.

**4.5** Unless a Party has a right to commence litigation or otherwise resolve the dispute under the Customer Contract:

(a) in the absence of a manifest error the Parties must treat each determination of the expert as final and binding and give effect to it; and

(b) if the expert determines that one Party owes the other money, that Party must pay the money within 20 Business Days.

## 5. Role of Expert

**5.1** The expert must:

(a) act as an expert and not as an arbitrator, adjudicator or as expert witness;

(b) make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the expert's own expertise;

(c) act impartially, free of bias and with no vested interest in the outcome of the dispute;

(d) adopt procedures for the Expert Determination suitable to the circumstances of the dispute so as to provide for an expeditious cost effective and fair means for the determination of the dispute; and

(e) issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 45 Business Days after the receipt of the information in clause 2.1(d).

**5.2** If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate and give notice to the Parties of such correction.

# 6. Confidentiality

**6.1** Each Party involved in the expert determination process, including the expert, the Parties, their advisors and representatives shall maintain the confidentiality of the expert determination process and may not use or disclose to anyone outside of the expert determination process, the expert's determination, or any information received or obtained, in the course of the expert determination process, including the existence of that information, except to the extent:

(a) the Parties have otherwise agreed in writing;

(b) the information is already in the public domain;

(c) disclosure is required to a Party's insurers, auditors, accountants or other professional advisers;

(d) disclosure is required for the purposes of any legal proceedings relating to the dispute or the expert's determination; or

(e) disclosure is otherwise required by law.