



Australian Government

Source IT

Hardware, Software Licence and Support
Contract – Commercial off-the-shelf
Software

09/1770

Australian Customs and Border Protection Service

(Customer)

Relegen Pty Ltd

(Contractor)

Licence and Support Contract – Commercial off-the-shelf Software

Contract Information	5
Agreed Terms	6
1. Definitions and interpretation	6
Part 1 – General conditions applying to the supply of Hardware, Software and Services	14
2. Priority of Contract documents	14
3. Duration of Contract	14
4. IP Register	14
5. General obligations of the parties	14
6. Open Source Software	15
7. Provision of Deliverables and Services	15
8. Documentation	17
9. Varying the Deliverables or Services	18
10. Co-operation with Personnel and contractors	19
11. Monitoring progress	19
12. Measuring performance	19
13. Acceptance testing	20
14. Intellectual Property Rights	22
15. Moral Rights	23
Part 2 - Software supply and support	25
16. Software licence	25
17. Delivery and installation of Software	26
18. Support Services	27
19. Information regarding Updates and New Releases	28
20. Personnel	29
Part 3 – Hardware supply and Services	30
21. Supply and Delivery of Hardware	30
22. Timetable for supply and Installation	30
23. Removal of equipment	30
24. Transfer of title and risk	31

25.	Warranty Period	31
26.	Third party product warranties	31
27.	Maintenance Services	31
28.	Preventative Maintenance	32
29.	Remedial Maintenance	32
30.	Exclusions	33
31.	Maintenance records	33
32.	Engineering changes and upgrades	33
Part 4 – General requirements		35
33.	Payment	35
34.	GST	35
35.	Indemnity	36
36.	Liability	37
37.	Insurance	38
38.	Confidentiality and privacy	39
39.	Protection of personal information	40
40.	Conflict of interest	41
41.	Security	42
42.	Compliance with Statutory, Policy and Reporting Requirements	42
43.	Books and records	43
44.	Audit and access	44
45.	Unforeseen events	45
46.	Dispute resolution	46
47.	Termination	47
48.	Knowledge transfer	49
49.	Notices and other communications	49
50.	Miscellaneous	50
51.	Deliverables and Services to other Agencies	51
Schedule 1 – Contract Details		53
Schedule 2 – Statement of Work		57
Schedule 3 – Payment		74
Schedule 4 – Designated Confidential Information		82
Schedule 5 – Customer Requirements		83
Schedule 6 – Change Order		84

Schedule 7 – Security Requirements	86
Schedule 8 – Open Source Licence	88
Schedule 9 – Deed of Confidentiality and Privacy undertaking	89
Schedule 10 – Agency Order Form	93
Schedule 11 – Additional Services	94
Schedule 12 – Service Level Agreement	98
Signing page	109
Attachment A to Schedule 2: Business Requirements - Scenarios	110
Attachment B – SOE and Future Technology Roadmap (Abridged), July 2009	111

Contract Information

Date *7 September* 2010

Parties

Name the Commonwealth of Australia as represented by the Australian
Customs and Border Protection Service (ABN 66 015 286 036)

Short form name **Customer**

Name Relegen Pty Ltd (ABN 750 922 392 20),
Registered Address 29 Ruskin Rowe
Avalon NSW 2107

Short form name **Contractor**

Background

- A The Customer requires the provision of certain Software, Hardware and related Services.
- B The Contractor has fully informed itself on all aspects of the work required to be performed to provide the Hardware, Software and Services to the Customer and has represented that it has the requisite skills and experience to perform that work.
- C The Customer has agreed to engage the Contractor to provide the Software, Hardware and related Services on the terms and conditions contained in this Contract.

Agreed Terms

1. Definitions and interpretation

1.1 Definitions

In this Contract, except where the contrary intention is expressed, the following definitions are used:

Accept	the Software or Hardware or the Services have been accepted by the Customer in accordance with the procedures set out in clause 13 Accepted and Acceptance have the corresponding meanings.
Acceptance Criteria	the requirements set out in the Specifications and any other requirements set out in the Statement of Work.
Acceptance Date	the date the Customer Accepts the Hardware or Software or Services.
Accounting Standards	means the standards of that name maintained by the Australian Accounting Standards Board (created by section 226 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia.
Additional Services	means the additional delivery of Services to this Contract as specified in item 24 of schedule 2.
Administrative Arrangements Order	A ministerial order that administrative functions be allocated or reallocated between various Agencies as specified in the order.
Advisers	(a) the financial or legal advisers of a party; and (b) the respective officers and employees of those financial or legal advisers.
Agency	(a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth legislation, or an instrument made under that legislation (including a local authority); (b) a body established by the Governor-General or by a Minister of State of the Commonwealth including departments; or (c) an incorporated company over which the Commonwealth exercises control.
Agency Order Form	the form set out in Schedule 10.
Agreed Terms	clauses 1 to 51 of the Contract which set out terms and conditions agreed by the parties.

Auxiliary Material

any Material, other than Contract Material, which is made available by a party for the purpose of this Contract, on or following the Commencement Date, and includes:

- (a) Third Party Material;
- (b) any modifications that may be required under clause 14.8(b);
- (c) error corrections or translations to that Material; or
- (d) derivatives of that Material where such derivative work cannot be used without infringing the Intellectual Property Rights in the underlying Material.

Business Day	<ul style="list-style-type: none"> (a) for receiving a notice under clause 48(b), a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and (b) for all other purposes, any day that is not a Saturday or Sunday or a national public holiday, and a 'national public holiday' is a Commonwealth public service holiday throughout Australia promulgated in the Commonwealth of Australia Gazette.
Business Hours	from 8.30am to 5.30pm on a Business Day at the place where the Services are to be provided, unless specified otherwise in item 5 of the Contract Details.
Change Order	the form set out in Schedule 6.
Commencement Date	the date on which this Contract commences, as specified in item 6 of the Contract Details.
Commonwealth	the Commonwealth of Australia.
Commonwealth Protective Security Manual	the <i>Commonwealth Protective Security Manual 2005</i> , as amended or replaced from time to time.
Confidential Information	<p>information that is by its nature confidential and;</p> <ul style="list-style-type: none"> (a) is designated by a party as confidential and is described in Schedule 4 of this Contract; or (b) a party knows or ought to know is confidential, <p>but does not include:</p> <ul style="list-style-type: none"> (c) information which is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation.
Contract	this agreement between the Customer and the Contractor, as amended from time to time in accordance with clause 50.2, and includes its schedules and any attachments.
Contract Details	the details set out in Schedule 1.
Contract Material	any Material created by the Contractor on or following the Commencement Date, for the purpose of or as a result of performing its obligations under this Contract and includes any modifications that may be required under clause 14.6.

Contract Period	the Initial Contract Period plus any extension in accordance with clause 3.2.
Contractor	the party specified in item 2 of the Contract Details and includes its subcontractors and Personnel.
Contractor Representative	the person identified in item 4 of the Contract Details.
Coordinated Procurement Contracting	is the process to establish a single whole-of-government procurement contract for certain Property or services as decided by the Australian Government on a case-by-case basis.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Customer	the party specified in item 1 of the Contract Details.
CPI	At any point in time the difference between the 'Consumer Price Index (All Groups, Weighted Average of Eight Capital Cities)' as published by the Australian Bureau of Statistics at that point in time ('Current CPI') and one year earlier ('Base CPI'), expressed as a percentage of the Base CPI, or if that index is discontinued or materially altered, the relevant change, expressed as a percentage, in such substitute index (or adjustment to that Consumer Price Index) as may be agreed by the parties or, in the absence of such agreement, as may be determined by the President of the Law Society of the Australian Capital Territory or his or her nominee to be an appropriate index reflecting the general level of monetary inflation across Australia
Customer Data	all data and information relating to the Customer, and its operations, facilities, customers, Personnel, assets and programs (including personal information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the Customer.
Customer Material	any Auxiliary Material provided to the Contractor by the Customer, including the Material (if any) specified in item 26 of the Contract Details.
Customer Representative	the person identified in item 3 of the Contract Details.
Customer's Existing System	the Customer's existing hardware and software configurations, specified in the Statement of Work and as modified from time to time, with which the Software must operate.
Deliverable	any Hardware, Software, Contract Material or other item to be supplied by the Contractor under this Contract.
Delivery Date	the date or dates specified in the Statement of Work for the delivery of the Hardware.
Delivery Place	the place for the delivery of the Hardware specified in the Statement of Work.
Documentation	the documentation to be provided by the Contractor under clause 8.
Functional Test Plan	Means the deliverable which sets out the Acceptance Tests and Acceptance Criteria

Hardware	the hardware to be provided by the Contractor to the Customer, as specified in the Statement of Work.
Hardware Charges	the charges payable to the Contractor relating to the Hardware, as specified in Schedule 3
Hardware Maintenance Charges	the charges payable to the Contractor relating to Hardware Maintenance, as specified in Schedule 3.
Harmful Code	any virus, disabling or malicious device or code, worm, Trojan, time bomb or other harmful or destructive code, but does not include any software lock or other technical mechanism that is included to manage the proper use of the Software.
Initial Contract Period	the period of time for which this Contract is intended to continue, as specified in item 7 of the Contract Details.
Installation	installation of the Hardware, by the Contractor, in accordance with this Contract so as to render the Hardware operable and suitable for use and includes integration of the Hardware into the Customer's operating environment. Install has the corresponding meaning.
Installation Date	the date specified in the Statement of Work as the date for the Installation of the Hardware.
Intellectual Property (IP) Rights	<p>all intellectual property rights, including but not limited to, the following rights:</p> <ul style="list-style-type: none"> (a) patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks) and domain names; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, <p>whether or not such rights are registered or capable of being registered.</p>
IP Register	means a register developed and maintained in accordance with clause 4.
Law	any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.
LEADR	the dispute resolution association with that name and the Australian Business Number 69 008 651 232.
Legal Services Directions	the Commonwealth Attorney General's Legal Services Directions issued under section 55ZF of the <i>Judiciary Act 1903</i> (Cth), as amended or replaced from time to time.
Licence	the licence of the Software granted by the Contractor to the Customer under clause 16.1.
Licence Fees	the fees payable to the Contractor relating to the Licence, as specified in Schedule 3.

Losses	liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party).
Maintenance Services	the hardware maintenance services to be provided by the Contractor in respect of the Supported Hardware, as specified in the Statement of Work and includes the Preventative Maintenance and Remedial Maintenance.
Material	any Software, firmware, documented methodology or process, documentation or other material in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
Milestone	any fixed date to be met by the Contractor in performing any of its obligations under this Contract, as specified in the Statement of Work.
Moral Rights	the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the <i>Copyright Act 1968</i> (Cth).
New Release	software produced primarily to extend, alter or improve the Software by providing additional functionality or performance enhancement (whether or not defects in the Software are also corrected) while still retaining its original designated purpose.
Nominated Agency	an Agency, listed in item 10 of the Contract Details, which may require the provision of Services under this Contract.
Notice	a notice, demand, consent, approval or communication issued under this Contract.
Open Source Licence	the open source licence agreement set out in Schedule 8.
Personal Defensive Equipment (PDE)	The Customer's assets, including but not limited to Glock pistols, batons, OC sprays, handcuffs, ballistic vests, and other items of operational equipment (e.g., shotguns and semi-automatic weapons).
Personnel	in relation to a party, any natural person who is an employee, officer, agent or professional adviser of that party or, in the case of the Contractor, of a subcontractor.
Preventative Maintenance	scheduled maintenance provided by the Contractor in accordance with clause 29 to ensure that the Supported Hardware remains in good working order and conforms to the Specifications.
Problem	a fault, failure or difficulty with the Hardware or Software or Services.
Production Date	the date on which the Support Period commences and will be: <ul style="list-style-type: none"> (a) the date on which the relevant Software has been Accepted, rolled out for production and is ready for use by the Customer; or (b) where the Contractor is not providing implementation and ancillary services under this Contract, the date on which the relevant Software is supplied to the Customer.

Remedial Maintenance	unscheduled maintenance provided by the Contractor in accordance with clause 29, to address a Problem.
Resolution Time	the time specified in the Statement of Work within which the Contractor must resolve a Problem.
Response Time	the time specified in the Statement of Work within which the Contractor must respond to a notice provided by the Customer of a Problem.
Schedules	the schedules to this Contract.
Security Classified Information	has the meaning it has in the Commonwealth Protective Security Manual 2005.
Service Charges	the Hardware Charges, Hardware Maintenance Charges, Licence Fees, the Support Service Charges and any other fees or charges that may be payable to the Contractor in accordance with Schedule 3.
Service Levels	the standards of service which the Contractor must achieve in providing the Services to the Customer as set out in the Statement of Work, including the Response Times and Resolution Times.
Service Rebates	an amount calculated in accordance with Schedule 3 which is payable by the Contractor to the Customer under clause 12.2.
Services	the services to be provided by the Contractor as specified in the Statement of Work, and includes the supply of the Deliverables and the Support Services, and any Additional Services.
Software	the software provided by the Contractor under this Contract, as specified in the Statement of Work and includes any Updates and New Releases adopted by the Customer.
Source Materials	the source code of, and all relevant documentation, notes and other materials required to support the Software.
Specifications	in order of priority: <ul style="list-style-type: none"> (a) the Customer's functional and technical requirements for the Hardware and Software as described in the Statement of Work, as amended from time to time; and (b) all applicable manufacturers' specifications and applicable standards.
Specified Personnel	the Contractor's subcontractors and Personnel specified in item 25 of the Contract Details.
Statement of Work	the details of the Services to be performed under this Contract, as set out in Schedule 2.
Support Hours	Business Hours, unless otherwise specified in the Statement of Work.
Support Period	the period during which the Customer is to acquire Support Services in accordance with this Contract, as set out in clause 18.1.
Support Service Charges	the charges specified in Schedule 3 which are payable to the Contractor for the provision of Support Services subsequent to the Warranty Period.
Support Services	the support services to be provided by the Contractor under this Contract,

as specified in the Statement of Work.

Supported Hardware	the Hardware specified in the Statement of Work to be supported by the Contractor under this Contract.
Third Party Material	Auxiliary Material in which a third party holds Intellectual Property Rights.
Update	software which has been produced primarily to overcome defects in, or to improve the operation of, the Software without significantly altering the Software Specifications whether or not the Software has also been extended, altered or improved by providing additional functionality or performance enhancement.
Warranted Materials	the Auxiliary Material provided by the Contractor, the Deliverables and Contract Material.
Warranty Period	90 days from the Acceptance Date, unless otherwise specified in item 17 of the Contract Details.

1.2 Interpretation

In this Contract, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to the time in the place where the obligation is to be performed;
- (g) a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) if the Contractor is a trustee, the Contractor enters the Contract personally and in its capacity as trustee and warrants that it has the power to perform its obligations under this Contract;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (l) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (m) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (o) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it;
- (p) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (q) headings are for ease of reference only and do not affect interpretation.

1.3 Completion of Schedules

To the extent that the parties have not completed items in a Schedule, unless otherwise stated in the Schedule, that item will be taken to be 'no change to the existing provision' for the purpose of this Contract.

Part 1 – General conditions applying to the supply of Hardware, Software and Services

2. Priority of Contract documents

If there is inconsistency between any of the documents forming part of this Contract, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) Open Source Licence;
- (b) Agreed Terms;
- (c) Schedules 1 to 11 including Attachment A to Schedule 2;
- (d) Schedule 12;
- (e) Any attachments to the Schedules; and
- (f) Documents incorporated by reference in this Contract.

3. Duration of Contract

3.1 Initial Contract Period

This Contract begins on the Commencement Date and continues for the duration of the Initial Contract Period unless terminated in accordance with clause 45.3 or 47.

3.2 Option to extend Contract Period

- (a) The Initial Contract Period may be extended by the Customer for further period(s), specified in item 8 of the Contract Details (each an **Option Period**), on the terms and conditions then in effect, by giving written notice to the Contractor. Such notice must:
 - (i) be at least 30 days; or
 - (ii) such other period as specified in item 9 of the Contract Details (**Option Notice Period**), before the end of the current Contract Period.
- (b) Any extension exercised in accordance with this clause 3.2 takes effect from the end of the then current Contract Period.

4. IP Register

Upon commencement of the Services, the parties shall create, and continue to maintain for the Contract Period, an up-to-date register of all IP used, provided, created or necessarily developed in the provision of the Services (IP Register). The IP Register shall clearly specify the item of IP, the name of the owner of the IP or the name of the party in which ownership vests and, details regarding any licences.

5. General obligations of the parties

The parties will, at all times:

- (a) act reasonably in performing their obligations and exercising their rights under this Contract;
- (b) diligently perform their respective obligations under this Contract; and
- (c) work together in a collaborative manner.

6. Open Source Software

6.1 Grant of Licence

To the extent that the Software, or any part of the Software, is licensed under an open source software arrangement, or the Hardware includes and software that is licensed under an open source software arrangement:

- (a) the terms of the Open Source Licence will apply to that Software; and
- (b) the provisions of the Open Source Licence will prevail over the Agreed Terms in the event and to the extent of any inconsistency.

7. Provision of Deliverables and Services

7.1 Service obligations

The Contractor must supply the Deliverables and Services:

- (a) with due skill and care and to the best of the Contractor's knowledge and expertise;
- (b) in accordance with the Service Levels;
- (c) in accordance with relevant Australian industry standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines, including any specified in item 15 of the Contract Details;
- (d) using the Specified Personnel (if any);
- (e) in accordance with all applicable Laws;
- (f) in accordance with Commonwealth policies and specific requirements set out in Schedule 5;
- (g) in accordance with any reasonable directions in relation to the Services given by the Customer from time to time;
- (h) so as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay; and
- (i) otherwise in accordance with the provisions of this Contract.

The Contractor must keep abreast of all relevant new technology and discuss with the Customer any recommendations it may have for the implementation of new technology.

7.2 Contractor warranties – General

The Contractor represents and warrants that:

- (a) it has the right to enter into this Contract; and
- (b) it has all rights, title, licences, interests and property necessary to lawfully perform its obligations.

7.3 Contractor warranties – Hardware

Where the Contractor is supplying Hardware, the Contractor represents and warrants that on the Delivery Date:

- (a) the Hardware will:
 - (i) not introduce into the Customer's systems or any Contract Materials, any Harmful Code; and
 - (ii) if any Harmful Code is introduced, the Contractor will:
 - (A) use all reasonable efforts promptly to report that introduction to the Customer;

- (B) take all necessary action to eliminate the Harmful Code; and
- (C) promptly, at its own cost, repair any harm or destruction caused by that Harmful Code;
- (iii) be newly manufactured, unless specified otherwise in item 41 of the Contract Details;
- (iv) be free from any material defect in workmanship, design and materials;
- (v) be free from any encumbrances;
- (vi) be fit for the purpose as set out in the Statement of Work;
- (vii) be compliant with the Specifications and Documentation; and
- (b) the Documentation will be complete, accurate and free from material faults in design.

7.4 Contractor warranties – Services

- (a) Where the Contractor is supplying Services, the Contractor represents and warrants that:
 - (i) it and its subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform its obligations under this Contract;
 - (ii) the Services will be fit for the purpose as set out in the Statement of Work;
 - (iii) the Software will comply with the Specifications and Documentation;
 - (iv) the Software and Documentation will be complete, accurate and free from material faults in design;
 - (v) the media on which the Software is furnished will be, under normal use, free from defects in materials, design and Harmful Code;
 - (vi) it will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into the Customer's systems, or any Deliverable any Harmful Code; and
 - (vii) if any Harmful Code is introduced, it will use all reasonable efforts promptly to report that introduction to the Customer and, where that Harmful Code is introduced as a result of a breach of clause 7.4(a)(vi), it will:
 - (A) take all necessary action to eliminate the Harmful Code; and
 - (B) promptly, at its own cost, repair any harm or destruction caused by that Harmful Code.
- (b) Where the Contractor is providing Maintenance Services, the Contractor represents and warrants that:
 - (i) any replacement parts for the Supported Hardware will comply, at the date of delivery, with the requirements set out in clause 7.3;
 - (ii) it will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into the Customer's systems or any Deliverables any Harmful Code in the course of providing the Maintenance Services; and
 - (iii) if any Harmful Code is introduced, it will use all reasonable efforts promptly to report that introduction to the Customer and, where that Harmful Code is introduced as a result of a breach of clause 7.4(b), it will:
 - (A) take all necessary action to eliminate the Harmful Code; and

- (B) promptly, at its own cost, repair any harm or destruction caused by that Harmful Code.

7.5 Access to Customer's premises

The Customer must cooperate with the Contractor by providing access to its premises and facilities as reasonably necessary to enable the Contractor to provide the Services.

7.6 Conduct at Customer's premises

The Contractor must, if using or accessing the Customer's premises or facilities, comply with the Customer's non-smoking policy and all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Contractor or as might reasonably be inferred from the circumstances.

7.7 Subcontracting

The Contractor must:

- (a) not subcontract any aspect of the provision of the Services other than to those entities set out in item 16 of the Contract Details, without the prior written approval of the Customer, which will not be unreasonably withheld;
- (b) not, in any event, enter into a subcontract under this Contract with a subcontractor:
 - (i) named by the Director of Equal Opportunity for Women in the Workplace in a report to the responsible Minister as an employer currently not complying with the reporting requirements of the Equal Opportunity for Women in the Workplace Act 1999 (Cth); or
 - (ii) that is engaged in any litigation, or aware of any litigation, or claims against them in respect of unpaid employee entitlements; and
- (c) ensure that any subcontractor approved under this Contract complies with:
 - (i) Clause 37 (Insurance);
 - (ii) Clause 38 (Confidentiality and privacy);
 - (iii) Clause 39 (Protection of personal information);
 - (iv) Clause 40 (Conflict of interest);
 - (v) Clause 41 (Security);
 - (vi) Clause 44.2 (Access by Customer); and
 - (vii) Clause 48 (Knowledge transfer).

8. Documentation

8.1 Provision of Documentation

The Contractor must provide the Customer with up to date technical and operator Documentation containing sufficient information to enable the Customer to make full use of the Software at all times (for technical manuals users are required to have a reasonable level of technical expertise). The Documentation must be provided in accordance with the Statement of Work.

8.2 Documentation requirements

The Documentation must at the time of delivery:

- (a) be current and accurate and consistent with the Specifications;
- (b) adequately explain key terms and symbols; and

- (c) unless specified otherwise in item 22 of the Contract Details, be in English.

8.3 Updating Documentation

- (a) Support Services include providing all necessary amendments, revisions and updates of the Documentation.
- (b) The Contractor must amend or substitute the Documentation periodically in order to address and adequately explain the implications of any Update or New Release.
- (c) The Contractor must provide or make available Documentation updated in accordance with this clause 8.3 to the Customer within ten Business Days of delivery of the Update or New Release to which the updated Documentation relates.

9. Varying the Deliverables or Services

9.1 Variations proposed by Customer

If the Customer wants to vary the Deliverables or Services:

- (a) the Customer must submit a request to the Contractor in writing setting out the proposed variations;
- (b) within 14 days after receiving the Customer's request or within another period agreed by the parties, the Contractor must respond in writing to the Customer specifying what impact those variations will have on:
 - (i) the Service Charges (see clause 9.3);
 - (ii) the Services or Deliverables, including any particular Deliverable;
 - (iii) the Contractor's ability to perform its obligations under this Contract (including its ability to meet Service Levels or Milestones); and
 - (iv) this Contract; and
- (c) within 14 days after receiving the Contractor's response, or within another period agreed by the parties, the Customer must give the Contractor a written notice accepting or rejecting the response.

9.2 Variations proposed by Contractor

- (a) If the Contractor wants to vary the Deliverables or Services, including the date for delivery of the Deliverables and Services or Milestones:
 - (i) the Contractor must submit a request to the Customer in writing setting out the proposed variations and specifying what impact those variations will have on:
 - (A) the Service Charges (see clause 9.3);
 - (B) the Services or Deliverables, including any particular Deliverable;
 - (C) the Contractor's ability to perform its obligations under this Contract (including its ability to meet Service Levels, the date for delivery of the Deliverables and Services or Milestones); and
 - (D) this Contract; and
 - (ii) subject to clause 9.2(b), within 14 days after receiving the request or within another period agreed by the parties, the Customer must give the Contractor a written notice accepting or rejecting the Contractor's request.
- (b) Where the Contractor proposes a variation under clause 9.2(a) which would, if accepted by the Customer, result in a postponement of the date of delivery of the Deliverables and Services or a Milestone Date, or both, the Contractor shall be entitled to the postponement if:

- (i) the Contractor has taken all reasonable steps to prevent and minimise delay and to mitigate both parties' losses due to delay; and
- (ii) the event giving rise to the proposed postponement:
 - (A) delays the Contractor in the performance of its obligations under the Contract; and
 - (B) arises directly from the failure by the Customer to provide access to its premises, facilities and Key Personnel in accordance with clause 7.5.
- (c) Where a postponement of the date of delivery of the Deliverables and Services or a Milestone Date, or both, is granted under clause 9.2(b), the Contractor shall only be entitled to postponement costs equal to the unavoidable additional costs incurred by the Contractor as a direct consequence of the act or omission of the Customer referred to in clause 9.2(b)(ii)(B). Such costs shall be determined on the basis set out in the Schedules to the Contract and must be substantiated by the Contractor to the reasonable satisfaction of the Customer.

9.3 Changes to Service Charges

Changes to Service Charges associated with a variation in the Services must:

- (a) not exceed any reasonable additional cost; and
- (b) take fully into account any reduction in cost.

9.4 Effective date of variation

Any variation in the Services takes effect from the date on which the parties execute a Change Order. This Contract will be amended to give effect to the Change Order.

10. Co-operation with Personnel and contractors

The Contractor must in the performance of the Services under the Contract:

- (a) fully co-operate with the Customer's Personnel and other contractors; and
- (b) use its best efforts to coordinate its activities so as to support and facilitate, in the Customer's best interests, the timely and efficient completion of all work and other activities to be performed for the Customer by any person.

11. Monitoring progress

11.1 Progress meetings

The parties will meet at the times set out in the Statement of Work (or otherwise as agreed in writing between the parties) to discuss any issues in relation to the provision of the Services. The Contractor must ensure that the Contractor Representative and the Customer must ensure the Customer Representative is reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.

11.2 Reporting

The Contractor must provide the Customer with reports in accordance with the Statement of Work.

12. Measuring performance

12.1 Measurement and monitoring tools

The Contractor must:

- (a) implement and maintain during the Contract Period, measuring and monitoring tools capable of measuring its performance against the Service Levels, as set out in the Statement of Work;

- (b) provide the Customer with access to the data and information gathered by those tools;
- (c) if requested by the Customer demonstrate to the Customer the operation and accuracy of those tools; and
- (d) investigate any failure to provide the Services in accordance with the Service Levels and report its findings to the Customer.

12.2 Service Rebates

If specified in Schedule 3, and to the extent that the Contractor is responsible for any failure to achieve a Service Level, the Contractor:

- (a) must pay to the Customer Service Rebates, the amount of which will be determined in accordance with Schedule 3. The parties agree that the amount of Service Rebates payable by the Contractor under this Contract will not exceed the total amount of the Service Charges payable to the Contractor under this Contract;
- (b) acknowledges that any Service Rebates calculated in accordance with Schedule 3 are a genuine pre-estimate of the loss and damage the Customer will suffer as a result of a failure to achieve a Service Level;
- (c) acknowledges that payment of Service Rebates under this Contract will be without prejudice to any other rights or remedies that the Customer may have against the Contractor under, or arising from, this Contract as a result of the Contractor's failure to achieve a Service Level; and
- (d) will not be liable to pay any Service Rebates arising from the Contractor's failure to achieve a Service Level to the extent that failure arose as a result of:
 - (i) the Customer's failure to fulfil its obligations under this Contract; or
 - (ii) an event arising under clause 45.1.

13. Acceptance testing

13.1 Acceptance

- (a) Each element of the Hardware, Software and Services is subject to Acceptance by the Customer in accordance with item 23 of the Contract Details and the Statement of Work.
- (b) Unless specified otherwise in item 23 of the Contract Details, the Hardware and Software will be Accepted on the date the Contractor delivers the Software in accordance with the requirements set out in the Statement of Work.
- (c) If item 23 of the Contract Details specifies that Acceptance testing of the Hardware or Software is required then clauses 13.2 to 13.5 apply to that process.
- (d) If:
 - (i) item 23 of the Contract Details does not specify that Acceptance testing of the Hardware or Software is required; and
 - (ii) Acceptance of Hardware or Software is to occur on delivery under clauses 17 and 21,
 then clauses 13.2 to 13.5 of this Contract do not apply to the extent that they relate to Acceptance of the Hardware or Software.

13.2 Preparation for Acceptance testing

As identified in the Statement of Work, the Acceptance testing may be performed at either the Contractor's facilities or the Customer's facilities (in a non-production environment). If the Contractor's premises are to be utilised;

45
The Contractor must:

- (a) promptly notify the Customer when the Hardware or Software or Services are ready for Acceptance testing; and
- (b) prepare all relevant facilities specified in the Statement of Work as to be provided by the Contractor for the purposes of performing the Acceptance tests;

or if the Customer's facilities are to be utilised;

The Customer must:

- (a) promptly notify the Contractor when the non-production environment is ready for Acceptance testing
- (b) utilise the Customer's facilities and the use of the non-production environment for the purposes of performing the Acceptance tests,

in accordance with any relevant timeframes specified in the Statement of Work.

13.3 Conduct of Acceptance testing

Unless otherwise specified in the Statement of Work, the Contractor must:

- (a) perform the Acceptance tests in order to demonstrate that the Hardware, Software or Services meet the Acceptance Criteria; and
- (b) at its own cost provide all assistance reasonably requested by the Customer for the purposes of performing the Acceptance tests,

in accordance with any relevant timeframes specified in the Statement of Work.

13.4 Timeframe for notice

The Customer must, within 5 Business Days of the completion of Acceptance testing (or such other period as specified in item 24 of the Contract Details) either Accept or reject the Hardware, Software or Services. If the Customer rejects the Hardware, Software or Services it must provide a list of defects or deficiencies to the Contractor at the time of rejection.

13.5 Rectification of non-compliant Hardware and Services

If the Customer notifies the Contractor that all or part of the Hardware, Software or Services do not meet the Acceptance Criteria, the Contractor must:

- (a) take all necessary steps to ensure that the Hardware, Software or Services are promptly corrected;
- (b) give notice to the Customer when the Hardware, Software or Services have been corrected; and
- (c) allow the Customer to repeat the Acceptance tests for all or part of the Hardware, Software or Services,

within five Business Days after the date of the notice or such other time as agreed between the parties in writing.

13.6 Use in production environment

Unless otherwise agreed in writing by the parties, the Customer must not use the Software in a production environment until it is Accepted.

13.7 Right to terminate

If any individual test procedure identified in the Functional Test Plan for the Hardware, Software or Services fails an Acceptance test on two or more occasions, the Customer may (in addition to its other remedies) terminate the Contract immediately under clause 47.2 by giving the Contractor written notice.

14. Intellectual Property Rights

14.1 Auxiliary Material

This clause 14 does not affect the ownership of the Intellectual Property Rights in any Auxiliary Material.

14.2 Third Party Material

The Contractor must obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material available as Auxiliary Material for the purpose of this Contract.

14.3 Selecting an ownership model for Intellectual Property Rights in Contract Material

- (a) The ownership model for Intellectual Property Rights in Contract Material is the model set out in item 26 of the Contract Details.
- (b) If no ownership model is selected in item 26 of the Contract Details, clause 14.4 applies, and clause 14.5 in its entirety does not apply, to this Contract.
- (c) Each party must, at its own cost, do all things and execute all documents necessary or convenient to give effect to the ownership model.

14.4 Contractor ownership of Intellectual Property Rights in Contract Material

- (a) All Intellectual Property Rights in the Contract Material vest in the Contractor.
- (b) Unless otherwise specified in item 27 of the Contract Details, to the extent that:
 - (i) the Customer needs to use any of the:
 - (A) Auxiliary Material provided by the Contractor; or
 - (B) Contract Material,to receive the full benefit of the Services, the Contractor grants to, or must obtain for, the Customer for the period specified in item 27 of the Contract Details, a world-wide, royalty free, irrevocable non-exclusive licence to use, reproduce, and communicate that Material; or
 - (ii) the Contractor needs to use any of the Customer Material for the purpose of performing its obligations under this Contract, the Customer grants to the Contractor, subject to any conditions or restrictions specified in item 28 of the Contract Details and any direction by the Customer, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate such Material solely for the purpose of providing the Services.
- (c) The licence granted to the Customer under clause 16 does not include a right to exploit the Auxiliary Material or the Contract Material for the Customer's commercial purposes.

14.5 Reserved

14.6 Contract Material

The Contractor is required to report to the Customer Representative, details of Intellectual Property in Contract Material as it is generated pursuant to the Contract. Where IP in copyright is created, a copyright notice and/or the © mark should be placed on protected works available for public use to assist in seeking permission for its use. The Customer maintains the right of inspection of Intellectual Property that is not being reported.

14.7 Warranty

The Contractor warrants that:

- (a) the Warranted Materials and the Customer's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided in clause 16 and this clause 14.

Warranted Materials are identified in the IP Register at item 14 of Schedule 2.

14.8 Remedy for breach of warranty

If someone claims, or the Customer reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights the Contractor must, in addition to the indemnity under clause 35 and to any other rights that the Customer may have against it, promptly, at the Contractor's expense:

- (a) use its best efforts to secure the rights for the Customer to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- (b) replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

15. Moral Rights

15.1 Obtaining consents

To the extent permitted by applicable Laws and for the benefit of the Customer, the Contractor must:

- (a) give, where the Contractor is an individual; and
- (b) use its best endeavours to ensure that each of the Personnel used by the Contractor in the production or creation of the Contract Material gives,

genuine consent in writing, in a form acceptable to the Customer, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

15.2 Specified Acts

In this clause, unless otherwise specified in item 29 of the Contract Details, **Specified Acts** means:

- (a) falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));
- (b) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- (c) reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and

- (d) adding any additional content or information to the Contract Material.

For the purposes of clause 14.6, Contract Material includes any Pre-existing Material and Third Party Material to the extent that it is included in, forms part of or is attached to the Contract Material.

Part 2 - Software supply and support

16. Software licence

16.1 Grant of Licence

Unless otherwise specified in item 12 of the Contract Details, and subject to clause 6, the Contractor:

- (a) grants to the Customer a perpetual, irrevocable, world-wide, non-exclusive, transferable licence to:
 - (i) at the Customer's discretion, install the Software without affecting the Customer's entitlement to Support Services under clause 18.1(b);
 - (ii) adapt and modify the Software to the extent necessary to enable it to be used on the Customer's Standard Operating Environment Core Technology Components as identified in Attachment B of this contract – SOE and Future Technology Roadmap (Abridged), July 2009, and continued development of those technology streams;
 - (iii) use and communicate each part of the Software, and the Documentation, in either hardcopy or softcopy (including online); and
 - (iv) make necessary copies of the Software, and the Documentation, for backup and security purposes;
- (b) authorises the Customer to reassign or reallocate the rights in clause 16.1(a) to other Agencies where those Agencies require the Software as a result of an Administrative Arrangements Order; and
- (c) authorises the Customer to sublicense and/or assign to third parties the rights referred to in clause 16.1(a) solely for the benefit of the Customer, provided that the Customer secures an undertaking from the relevant third party that it will use that Software and Documentation solely for that purpose.

16.2 Source Materials to be held in escrow

- (a) Unless otherwise specified in item 13 of the Contract Details, the Source Materials are to be held in escrow. The Contractor must either:
 - (i) following Acceptance of the relevant Software, promptly deposit those Source Materials with an escrow agent approved by Customer on terms approved by the Customer; or
 - (ii) if the Contractor has entered into a master escrow agreement in relation to the Software, add the Customer as a party to that master escrow agreement promptly following Acceptance of that Software.
- (b) The Contractor must regularly update the Source Materials held in escrow so that they reflect the Software used by the Customer from time to time, on an ongoing basis.
- (c) The Contractor grants to the Customer a licence to make full use of the Source Materials to enable it to derive the full benefits it is entitled to receive under the terms of this Contract (including the right to modify, adapt and support the Software), with effect from the date of the event that triggered release of the Source Materials to the Customer in accordance with the relevant escrow agreement.

16.3 Outsource supplier

- (a) Where the Customer outsources from time to time some or all of its information technology services, the Customer may:
 - (i) if the Software is licensed to the Customer under clause 16.1, sublicense to any outsource supplier the right to use the Software in accordance with clause 16.1(c); or
 - (ii) reassign the Licence to any outsource supplier during the term of its appointment,

without the Contractor's consent and without any financial consequence for the Customer or the outsource supplier. The Customer must advise the Contractor of any sub-licence granted, or assignment of the Licence under this clause 16.3.

- (b) Unless specified otherwise in Schedule 3, where the Customer outsources some or all of its information technology services or where any outsourcing arrangement ends, the Contractor must, at no additional cost to the Customer, provide such assistance to the Customer or any outsource supplier as is reasonably required by the Customer.

16.4 Restrictions on use

- (a) The Customer agrees, except to the extent permitted by the Licence or applicable Law:
 - (i) not to decompile, disassemble, reverse engineer or otherwise attempt to derive the Software source code from object code;
 - (ii) not to sell, rent, lease, license, sublicense, display, time share or otherwise transfer the Software to, or permit the use of the Software by, any third party;
 - (iii) not to remove any copyright or proprietary notice from the Software; and
 - (iv) to use reasonable care and protection to prevent the unauthorised use, copying, publication or dissemination of the Software,and to require its subcontractors and Personnel to whom the Software is made available by the Customer to also comply with the requirements of this clause.
- (b) The Customer agrees to maintain a log of the number and location of all originals and copies of the Software.

16.5 Audit of use

- (a) The Contractor may annually, or at such other times as agreed between the parties, audit the Customer's use of the Software, as it relates to this clause 16, by giving the Customer at least 28 days notice.
- (b) An audit under clause 16.5(a) must only be conducted while a representative of the Customer is present, unless agreed otherwise between the parties in writing.
- (c) Each party must bear its own costs of any audit under clause 16.5(a).

17. Delivery and installation of Software

17.1 Obligations of Contractor

Unless otherwise specified in item 14 of the Contract Details, the Contractor must:

- (a) deliver, install and implement the Software in accordance with any relevant Milestone dates and otherwise in accordance with the Statement of Work; and
- (b) ensure that the Software, when installed and implemented, and for so long as it is maintained under this Contract, provides the functions and meets the performance and other requirements of the relevant Specifications and Documentation.

17.2 Customer obligations

The Customer must regularly backup its data and use appropriate and up-to-date malicious code and virus detection software for preventing and detecting Harmful Code.

18. Support Services

18.1 Support Period

Unless otherwise specified in item 18 of the Contract Details:

- (a) the Support Period will commence on the Production Date and will continue until the end of the Contract Period; and
- (b) the Support Services must be provided to the Customer at no charge during the Warranty Period.

18.2 Obligation to provide Support Services

During the Support Period the Contractor must provide to the Customer the Support Services during the Support Hours. Unless otherwise specifically stated in Statement of Work the Support Services include as a minimum:

- (a) supply of telephone or other electronic support to the Customer in order to support users in the use of the Software, and to enable the Customer to locate and correct Problems;
- (b) maintaining an electronic mail communication facility that will enable Software and Documentation to be downloaded from the Contractor to the Customer in softcopy (or, in respect of Documentation, to be forwarded by facsimile);
- (c) correcting any Problem in accordance with the relevant Service Level;
- (d) promptly correcting any failure of the Documentation to provide adequate and correct instruction for the proper use and operation (by an appropriately qualified person) of any function or any performance or other requirement set out in the relevant Specifications or Documentation, and delivering to the Customer appropriate amendments to the Documentation;
- (e) supplying any Updates as required to:
 - (i) rectify Problems;
 - (ii) comply with statutory or regulatory changes relating to the Software; and
 - (iii) operate the Software under new releases of the operating system and other system software and any other Customer hardware and software configurations (including the Customer's Existing Systems) with which the Software is designed to operate;
- (f) supplying all New Releases enhancements and other changes (and appropriate Documentation for those New Releases, enhancements and other changes) that the Contractor, at its sole discretion, makes or adds to the Software and which the Contractor generally furnishes, without charge, to other licensees of the Software for whom the Contractor provides support services;
- (g) replacing the Software at no charge if the media becomes destroyed or damaged so that the Software becomes unusable or defective;

18.3 Exclusions

Unless reasonably incidental to the Support Services, the Contractor is not required to provide services involving:

- (a) correction of Problems caused by operation of the Software in a manner other than that expressly or by implication authorised by the Contractor;
- (b) rectification of Problems caused by misuse or incorrect use of the Software by the Customer;
- (c) correction of Problems caused by changes to the Customers infrastructure, prerequisite software or Customer's Standard Operating Environment Core Technology Components as identified in Attachment B of this contract – SOE and Future Technology Roadmap (Abridged), July 2009 and consistent with future technology streams.

- (d) assistance for user difficulty or user inexperience, unless specified otherwise in item 19 of the Contract Details; or
- (e) equipment maintenance.

18.4 Remote access to Customer systems

In providing the Services, the Contractor must (having due regard for the security concerns inherent in remote access and control of the Software) take appropriate action and maintain appropriate protocols to satisfy its obligations for the protection and security of the Customer, Customer Data and the Customer's clients. Without limitation the Contractor must ensure that:

- (a) in accordance with clause 41.1 no security requirement of the Customer is breached and in accordance with clause 41.3 no Customer Data is taken outside of Australia through the remote access or control of any server or other hardware or software;
- (b) no unauthorised attempt whatsoever is made to access or use in any way the Customer's software systems;
- (c) direct or indirect access to the Customer's system, hardware or software is absolutely restricted to those Contractor employees who have been approved by the Customer and who have a need for such access and that access is limited to the minimum access necessary to enable the Contractor to comply with its obligations under this Contract;
- (d) no Customer Data is changed without the express prior written approval of the Customer;
- (e) any access by the Contractor to the Customer hardware or software is only with the clear identification and recording of the individual gaining such access; and
- (f) any access by the Contractor to the Customer hardware or software complies with any other requirements relating to remote access set out in the Statement of Work.

19. Information regarding Updates and New Releases

19.1 Provision of Updates and New Releases

If specified in item 20 of the Contract Details, during the Support Period the Contractor must promptly provide the Customer with the following information for any Update or New Release it may make or has made available to the Customer or any other customers from time to time:

- (a) the nature of the improvements and/or corrections contained in the Update or New Release;
- (b) any adverse effects that the Update or New Release may be expected to have on the Customer's system/s, including any expected degradation in reliability, performance or functionality to the extent that the Customer keeps the Contractor informed of their system specifications; and
- (c) sufficient information to enable the Customer to determine whether the Update or New Release will suit the Customer's requirements and comply with the Specifications.

19.2 No obligation to take Updates or New Releases

Unless specified otherwise in item 21 of the Contract Details, a refusal by the Customer to install an Update or New Release does not affect its entitlement to ongoing Support Services under this Contract.

19.3 Destruction of superseded versions

Unless otherwise agreed in writing, the Customer must promptly after installation of a New Release destroy the superseded version of the Software where that version is no longer required by the Customer.

20. Personnel

20.1 Use of Specified Personnel

The Contractor must:

- (a) provide the Services or any part of the Services to which their particular expertise relates, with the active involvement of, and using the expertise of the Specified Personnel; and
- (b) ensure that each of the Specified Personnel is aware of and complies with the Contractor's obligations in providing the Services.

20.2 If the Specified Personnel are not available

Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Contractor must notify the Customer immediately. The Contractor must:

- (a) if requested by the Customer, provide a replacement person of suitable ability and qualifications at no additional charge and at the earliest opportunity; and
- (b) obtain the Customer's written consent prior to appointing any such replacement person. The Customer's consent will not be unreasonably withheld.

20.3 Customer may request replacement of Personnel

The Customer may at any time request the Contractor to remove from work in respect of this Contract any of the Specified Personnel or the Contractor's subcontractors or Personnel. The Contractor must promptly arrange for the removal of such subcontractors or Personnel and their replacement in accordance with the process outlined in clause 20.2.

Part 3 – Hardware supply and Services

21. Supply and Delivery of Hardware

21.1 Supply of Hardware

- (a) The Contractor must supply to the Customer the Hardware specified in the Statement of Work.
- (b) The Hardware must:
 - (i) be newly manufactured, unless specified otherwise in item 41 the Contract Details;
 - (ii) be free from defects in workmanship and materials; and
 - (iii) comply with the Specifications.

21.2 No application to leasing

The supply of the Hardware to the Customer is by way of sale and this Contract has no application to leasing of Hardware to the Customer.

21.3 Delivery Place

Unless otherwise set out in the Statement of Work, the Contractor must supply and deliver the Hardware to the Delivery Place.

22. Timetable for supply and Installation

22.1 Compliance with Delivery Dates

The Contractor must supply the Hardware in accordance with the Delivery Dates and the requirements set out in the Statement of Work.

22.2 Compliance with Installation Dates

The Contractor must Install the Hardware in accordance with the Installation Dates and the requirements set out in the Statement of Work and the Specifications.

22.3 Delay

- (a) The Contractor must, on becoming aware that it will be unable to meet a Milestone promptly notify the Customer and provide details of the cause of the delay.
- (b) The provisions of clause 12.2 apply to any failure to meet a Milestone.

23. Removal of equipment

- (a) The Contractor is not required to remove or arrange the removal of any equipment from a Delivery Place unless specified otherwise in item 42 of the Contract Details.
- (b) Where the Contractor is required, under clause 23(a), to remove or arrange the removal of equipment, the Contractor must remove the equipment specified in the Statement of Work:
 - (i) on or by the relevant Installation Date in respect of the Hardware;
 - (ii) during Business Hours or at such other times as are agreed between the parties; and
 - (iii) in a way that causes the least possible disruption to the Customer's operations.

24. Transfer of title and risk

24.1 Risk

The Customer accepts risk for loss of or damage to the Hardware from the time the Customer takes delivery of the Hardware, except to the extent that the loss or damage is caused or contributed to by the Contractor during delivery or Installation.

24.2 Title

Title in the Hardware passes to the Customer on Invoice Payment.

25. Warranty Period

(a) During the Warranty Period, the Contractor must:

- (i) remedy all Problems in the relevant item of Hardware either by repair, replacement or modification; and
- (ii) pay all costs in relation to performance of its obligations under the warranty including any packing, freight, repair, modification, disassembly and reassembly costs, except if the Problem is due to negligence of the Customer.

(b) Nothing in this clause limits the application of any indemnity provided under this Contract.

26. Third party product warranties

Without limiting any obligation of the Contractor under this Contract, the Contractor must, unless specified otherwise in item 43 of the Contract Details:

- (a) ensure the Customer receives all standard manufacturer and other relevant third party warranties in respect of Hardware provided under this Contract; and
- (b) ensure the Customer receives a copy and is fully advised of and approves all such warranties prior to any order or commitment being made in respect of any Hardware.

27. Maintenance Services

27.1 Support Period

Unless otherwise specified in item 18 of the Contract Details:

- (a) the Support Period will commence on the expiry of the Warranty Period and will continue until the end of the Contract Period; and
- (b) the Maintenance Services must be provided to the Customer at no charge during the Warranty Period.

27.2 Provision of Maintenance Services

The Contractor must during the Support Period:

- (a) provide the Maintenance Services specified in the Statement of Work;
- (b) comply with the requirements set out in the Statement of Work in providing the Maintenance Services;
- (c) provide the Maintenance Services so as to meet or exceed the Service Levels; and
- (d) provide the Maintenance Services at the times specified in the Statement of Work or otherwise by prior arrangement with the Customer and at times likely to cause the least possible disruption to the Customer's operations.

27.3 Replacement parts

The Contractor must, for 3 years from the Delivery Date or as subject to the terms of the original equipment manufacturers' support policies, ensure that replacement parts for the Hardware are available so that the Contractor can meet its obligations under this Contract.

28. Preventative Maintenance

- (a) The Contractor must provide the Preventative Maintenance as set out in the Statement of Work;
- (b) Unless specified otherwise in the Statement of Work, Preventative Maintenance includes, as a minimum:
 - (i) maintenance of the Supported Hardware in good operating condition;
 - (ii) Problem detection and resolution;
 - (iii) replacement of unserviceable or faulty parts, subject to clause 27.3;
 - (iv) cleaning and, where possible, lubrication; and
 - (v) adjustment of any mechanical or similar devices.
- (c) The Customer may postpone Preventative Maintenance on 5 Business Days notice to the Contractor at its discretion and reschedule the Preventative Maintenance to occur as soon as practicable.
- (d) No additional charge will be payable by the Customer in respect of postponement or rescheduling of Preventative Maintenance under clause 28(c)

29. Remedial Maintenance

29.1 Remedial Maintenance

The Contractor must provide the Remedial Maintenance as set out in the Statement of Work.

29.2 Technical support

Unless specified otherwise in item 44 of the Contract Details, the Contractor must provide technical support to the Customer in accordance with the Statement of Work

29.3 Reporting Problems

The Customer must report all Problems in accordance with the procedures and methods set out in the Statement of Work.

29.4 Rectifying Problems

After being notified of a Problem, the Contractor must promptly:

- (a) replace or repair parts as required to rectify a Problem;
- (b) comply with any Response Times specified in the Statement of Work;
- (c) to the extent practical, implement measures to minimise disruption to the Customer's operations during the provision of Remedial Maintenance, including taking any measures specified in the Statement of Work;
- (d) regularly keep the Customer informed as to the status of the rectification of the Problem;
- (e) where any part of the Supported Hardware is replaced and the part does or may contain Customer Data, take all practicable steps to remove and return to the Customer the Customer Data; and
- (f) comply with any other requirements as specified in the Statement of Work.

29.5 Contractor tests

At the discretion of the Customer, before completing Remedial Maintenance, the Contractor must either:

- (a) test the Hardware by running a diagnostic program and performing any other relevant tests necessary to show that the Maintenance Services have been successful; or
- (b) explain and demonstrate to the Customer, the effect of the Maintenance Services, and if requested must provide written confirmation of the test results or explanation.

30. Exclusions

Unless specified otherwise in item 45 of the Contract Details, the Contractor is not required to perform Maintenance Services in respect of:

- (a) Hardware that has been altered, damaged or modified by a person other than the Contractor;
- (b) Problems caused by the Customer's negligence, abuse or misapplication of the Hardware or by failure to use the Supported Hardware as specified in the Documentation;
- (c) Problems caused by electrical failure, air conditioning or humidity control or any other environmental factor on the Customer's premises;
- (d) accessories, attachments, supplies or items associated with the Supported Hardware other than those provided by the Contractor under this Contract; or
- (e) performance issues resulting from changes in the Customer's operating environment not approved by or agreed with the Customer.

31. Maintenance records

- (a) The Contractor must keep full records of the Maintenance Services provided including records of all:
 - (i) Problems reported, including the time of each report;
 - (ii) Problems detected;
 - (iii) remedial action taken, including the time each action is taken;
 - (iv) parts replaced and repaired; and
 - (v) the time each Problem is resolved.
- (b) The Contractor must provide copies of records kept under this clause 31 to the Customer within five Business Days of request or within any other period agreed by the Customer.

32. Engineering changes and upgrades

32.1 Engineering changes and upgrades

- (a) Except to the extent specified in item 46 of the Contract Details, Maintenance Services include implementation of all engineering changes and upgrades designed to improve the safety, performance and reliability of the Supported Hardware.
- (b) Except where the engineering change or upgrade is classified by the manufacturer as mandatory for safety reasons, the Customer may, at its discretion, determine not to proceed with any engineering change or upgrade.
- (c) To allow the Customer to evaluate proposed engineering changes and upgrades fully, the Contractor must use its best endeavours to give the Customer at least 10 Business Days prior notification in writing of:
 - (i) the purpose of the change;

- (ii) details of how the Supported Hardware will be affected;
 - (iii) proposed timing of introduction;
 - (iv) estimated time to complete testing requirements; and
 - (v) estimated time to remove such changes in the event of failure to allow the Supported Hardware to return to a satisfactory operating condition.
- (d) The Contractor must provide the Customer with other assistance and information as is reasonably required to enable the Customer to determine whether to proceed with the engineering change or upgrade.

32.2 Testing

- (a) The Customer may conduct Acceptance tests in respect of any proposed engineering change or upgrade in accordance with the procedures set out in clause 13.
- (b) If an engineering change or upgrade which is Acceptance tested under clause 32.2(a) does not pass the Acceptance tests, the Customer may determine not to proceed with the engineering change or upgrade.

32.3 Continued support

Unless specified otherwise in item 47 of the Contract Details, refusal of an engineering change or upgrade will not affect the Customer's entitlement to ongoing Maintenance Services under this Contract.

Part 4 – General requirements

33. Payment

33.1 Obligation to pay charges

Subject to this clause and Acceptance of the Hardware and Services, the Customer must pay to the Contractor the Service Charges as set out in Schedule 3.

33.2 Contractor to provide invoice

The Contractor must provide a correctly rendered invoice to the Customer:

- (a) for the Service Charges; and
- (b) for the Support Service Charges, after the expiry of the Warranty Period,

in accordance with the requirements specified in Schedule 3.

33.3 Due date for payment

Unless otherwise specified in Schedule 3, the Customer must make payment of a correctly rendered invoice within 30 days after receiving the invoice.

33.4 Incorrect invoices, under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Customer to the Contractor under this Contract.

33.5 Expenses

Unless specified otherwise in Schedule 3, the Contractor must not charge the Customer for any fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges) in addition to the Service Charges. The Customer is under no obligation to pay any amount in excess of the Service Charges.

34. GST

34.1 Interpretation

In this clause 34, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

34.2 GST gross up

If a party (**Supplier**) makes a supply under or in connection with this Contract in respect of which GST is payable, the recipient of the supply (**Recipient**) must pay to the Supplier, an additional amount equal to the GST payable on the supply (**GST Amount**).

34.3 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 34.2.

34.4 Exclusion of GST from calculations

If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment will be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of GST.

34.5 Adjustments

- (a) If the GST payable by a Supplier on any supply made under or in connection with this Contract varies from the GST Amount paid or payable by the Recipient under clause 34.2 such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation to the supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.
- (b) Any payment, credit or refund under this clause is deemed to be a payment, credit or refund of the GST Amount payable under clause 34.2.
- (c) If an adjustment event occurs in relation to a supply, the Supplier must issue an adjustment note to the Recipient in relation to that supply within 14 days after becoming aware of the adjustment.

34.6 Tax invoice

A party need not make a payment for a taxable supply made under or in connection with this Contract until it receives a tax invoice for the supply to which the payment relates.

35. Indemnity

35.1 Indemnity by the Contractor

The Contractor indemnifies the Customer and its subcontractors and Personnel against Losses reasonably sustained or incurred by the Customer as a result of a claim made or threatened by a third party arising out of or in connection with:

- (a) any negligent, unlawful or wilfully wrong act or omission of the Contractor or its subcontractors or Personnel; or
- (b) an allegation that any Services or Warranted Materials (including the use of any Services or Warranted Materials by the Customer or its subcontractors or Personnel) infringes the Intellectual Property Rights or Moral Rights of the third party. For the purposes of this clause 35.1(b), an infringement of Intellectual Property Rights includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth) and section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement.

35.2 Customer's obligations

Where the Customer wishes to enforce an indemnity under clause 35.1 it must:

- (a) give written notice to the Contractor as soon as practical;
- (b) make reasonable efforts to mitigate the relevant Loss;
- (c) subject to the Contractor agreeing to comply at all times with clause 35.3, permit the Contractor, at the Contractor's expense, to handle all negotiations for settlement and, as permitted by Law, to control and direct any settlement negotiation or litigation that may follow; and
- (d) in the event that the Contractor is permitted to handle negotiations or conduct litigation on behalf of the Customer, under clause 35.2(c), provide all reasonable assistance to the Contractor in the handling of any negotiations and litigation.

35.3 Contractor's obligations

In the event that the Contractor is permitted to handle negotiations or conduct litigation on behalf of the Customer under clause 35.2, the Contractor must:

- (a) comply with government policy and obligations, as if the Contractor were the Customer, relevant to the conduct of the litigation and any settlement negotiation (including but not limited to the Legal Services Directions) and any direction issued by the Attorney General to the Commonwealth or delegate;
- (b) keep the Customer informed of any significant developments relating to the conduct of the defence or settlement of any claim; and
- (c) provide to the Customer such information and documentation as are reasonably requested by the Customer, to enable the Customer to ascertain whether the defence or settlement by the Contractor of any claim is being conducted in accordance with the requirements of the Legal Services Directions, including any requirements relating to legal professional privilege and confidentiality.

36. Liability

36.1 Relevant Law

The liability of a party for breach of this Contract, or in tort, or for any other common law or statutory cause of action arising out of the operation of this Contract, will be determined under the relevant law in the Australian Capital Territory. The Contractor agrees to initiate any proceedings against the Commonwealth, in relation to this Agreement, only in the courts of the Australian Capital Territory.

36.2 Limitation

- (a) The liability of each party arising out of or in connection with this Contract is, subject to clause 36.2(b), limited to the amount specified in item 30 of the Contract Details.
- (b) Unless specified otherwise in item 31 of the Contract Details, any limit on the liability of each party under clause 36.2(a) does not apply in relation to liability relating to:
 - (i) personal injury (including sickness and death);
 - (ii) loss of, or damage to, tangible property;
 - (iii) an infringement of Intellectual Property Rights;
 - (iv) a breach of any obligation of confidentiality, security matter or privacy;
 - (v) any breach of any statute or any wilfully wrong act or omission including, in the case of the Contractor, any act or omission that constitutes repudiation of the Contract; or
 - (vi) an indemnity.
- (c) Unless specified otherwise in item 32 of the Contract Details, the limitation of liability specified in clause 36.2(a) applies in respect of each single occurrence or a series of related occurrences arising from a single cause.

36.3 Review of limitation

- (a) The parties acknowledge that the limitation of liability specified in item 30 of the Contract Details will be subject to review in the event that the Contract is varied or extended.
- (b) For the avoidance of doubt, a party may require a review of the limitation of liability specified in clause 36.2 as a condition of its acceptance to a variation request under clause 9, but only for the purpose of achieving a proportionate adjustment to reflect any alteration to that party's risk exposure arising out of that variation.

36.4 Contribution

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

- (a) any negligent act or omission of Party B (or of its subcontractors or Personnel); or
 - (b) any failure by Party B to comply with its obligations and responsibilities under this Contract,
- contributed to those losses, regardless of whether legal proceedings are brought by Party A for negligence or breach of contract.

36.5 Application to Service Rebates

- (a) If Service Rebates become payable under clause 12.2, the Customer may, at its discretion:
 - (i) elect to set-off the amount the Contractor must pay against any subsequent liability for Service Charges; or
 - (ii) issue a notice requiring payment of the Service Rebates within no less than 10 Business Days of receipt of the notice.
- (b) The set-off or payment of Service Rebates by the Contractor will (unless stipulated to the contrary in item 33 of the Contract Details) be taken into account for the purposes of quantifying any Losses which are subject to any limitation of liability under clause 36.2.

37. Insurance

37.1 Obligation to maintain insurance

In connection with the provision of the Services, the Contractor must have and maintain:

- (a) for the Contract Period, valid and enforceable insurance policies for:
 - (i) public liability;
 - (ii) either professional indemnity or errors and omissions;
 - (iii) product liability;
 - (iv) workers' compensation as required by law; and
 - (v) any additional types specified in item 34 of the Contract Details; and
 - (b) for seven years following the expiry or termination of the Contract, valid and enforceable insurance policies for either professional indemnity or errors and omissions,
- in the amounts specified in item 35 of the Contract Details.

37.2 Certificates of currency

The Contractor must, on request by the Customer, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this clause 37.

38. Confidentiality and privacy

38.1 Confidential Information not to be disclosed

- (a) Subject to clause 38.3, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.
- (b) In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

38.2 Written undertakings

- (a) A party may at any time require the other party to arrange for:
 - (i) its Advisers; or
 - (ii) any other third party, other than a Customer's employee, to whom information may be disclosed pursuant to clause 38.3(a) or (e),
 to give a written undertaking in the form set out in Schedule 9 or, where Schedule 9 does not include a form of undertaking, in the form of a deed reasonably acceptable to the other party and relating to the use and non-disclosure of the other party's Confidential Information.
- (b) If the other party receives a request under clause 38.2(a), it must promptly arrange for all such undertakings to be given.

38.3 Exceptions to obligations

The obligations on the parties under this clause 38 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Contract;
- (b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- (c) is disclosed by the Customer to the responsible Minister;
- (d) is disclosed by the Customer, in response to a request by a House or a Committee of the Parliament of the Commonwealth;
- (e) is shared by the Customer within the Customer's organisation, or with another Agency, where this serves the Commonwealth's legitimate interests;
- (f) is authorised or required by law, including under this Contract, under a licence or otherwise, to be disclosed; or
- (g) is in the public domain otherwise than due to a breach of this clause 38.

38.4 Obligations on disclosure

Where a party discloses Confidential Information to another person:

- (a) pursuant to clauses 38.3(a), (b) or (e), the disclosing party must:
 - (i) notify the receiving person that the information is Confidential Information; and
 - (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
- (b) pursuant to clauses 38.3(c) and (d), the disclosing party must notify the receiving party that the information is Confidential Information.

38.5 Additional confidential information

- (a) The parties may agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of this Contract.
- (b) Where the parties agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of the Contract, this documentation is incorporated into, and becomes part of this Contract, on the date by which both parties have signed this documentation.

38.6 Period of confidentiality

The obligations under this clause 38 continue, notwithstanding the expiry or termination of this Contract:

- (a) in relation to an item of information described in Schedule 4, for the period set out in that Schedule in respect of that item; and
- (b) in relation to any information which the parties agree in writing after the date of this Contract is to constitute Confidential Information for the purposes of this Contract, for the period agreed by the parties in writing in respect of that information.

38.7 No reduction in privacy obligations

Nothing in this clause 38 derogates from any obligation which either party may have either under the *Privacy Act 1988* (Cth) as amended from time to time, or under this Contract, in relation to the protection of personal information.

38.8 Public Debate

Subject to this clause and clause 39.2, for the avoidance of doubt, no right or obligation arising from this Contract is to be read or understood as limiting the Contractor's rights to enter into public debate or criticism of the Australian Government, its agencies, employees, servants or agents.

39. Protection of personal information

39.1 Application of the clause

This clause applies only where the Contractor deals with personal information when, and for the purpose of, providing Services under this Contract.

39.2 Definitions

In this clause 39, the terms 'agency', 'approved privacy code' (APC), 'Information Privacy Principles' (IPPs), and 'National Privacy Principles' (NPPs) have the same meaning as they have in section 6 of the Privacy Act, and 'personal information', which also has the meaning it has in section 6 of the Privacy Act, means:

'information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion'.

39.3 Obligations

The Contractor acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the *Privacy Act 1988* (Cth) (the **Privacy Act**), and agrees in respect of the provision of Services under this Contract:

- (a) to use or disclose personal information obtained during the course of providing Services under this Contract, only for the purposes of this Contract;
- (b) not to do any act or engage in any practice that would breach an IPP contained in section 14 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that IPP;

- (c) to carry out and discharge the obligations contained in the IPPs as if it were an agency under that Act;
- (d) to notify individuals whose personal information the Contractor holds, that complaints about acts or practices of the Contractor may be investigated by the Privacy Commissioner who has power to award compensation against the Contractor in appropriate circumstances;
- (e) not to use or disclose personal information or engage in an act or practice that would breach section 16F of the Privacy Act (direct marketing), an NPP (particularly NPPs 7 to 10) or an APC, where that section, NPP or APC is applicable to the Contractor, unless:
 - (i) in the case of section 16F – the use or disclosure is necessary, directly or indirectly, to discharge an obligation of this Contract; or
 - (ii) in the case of an NPP or an APC – where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Contract, and the activity or practice which is authorised by this Contract is inconsistent with the NPP or APC;
- (f) to disclose in writing to any person who asks, the content of the provisions of this Contract (if any) that are inconsistent with an NPP or an APC binding a party to this Contract;
- (g) to immediately notify the Customer if the Contractor becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 39, whether by the Contractor or any subcontractor;
- (h) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner, to the extent that they are not inconsistent with the requirements of this clause 39; and
- (i) to ensure that any employee of the Contractor who is required to deal with personal information for the purposes of this Contract is made aware of the obligations of the Contractor set out in this clause 39.

39.4 Subcontracts

The Contractor must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the Contractor has under this clause 39, including the requirement in relation to subcontracts.

39.5 Indemnity

The Contractor agrees to indemnify the Customer, in respect of any Loss suffered or incurred by the Customer which arises directly or indirectly from a breach of any of the obligations of the Contractor under this clause 39, or a subcontractor under the subcontract provisions referred to in clause 39.4.

40. Conflict of interest

40.1 Warranty that there is no conflict of interest

The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Contract no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract.

40.2 Notification of a conflict of interest

If, during the performance of the Services a conflict of interest arises, or appears likely to arise, the Contractor must:

- (a) notify the Customer immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as the Customer reasonably requires to resolve or otherwise deal with the conflict.

41. Security

41.1 Compliance with Customer requirements

In addition to its obligations under clause 18.4, the Contractor must, and must ensure that its subcontractors and Personnel, comply with:

- (a) all relevant security and other requirements specified in the Commonwealth Protective Security Manual;
- (b) any additional security requirements specified in item 36 of the Contract Details; and
- (c) any other security procedures or requirements notified, in writing, by the Customer to the Contractor. The Contractor must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.

41.2 Security clearance

- (a) The Customer may, from time to time, notify the Contractor of the level of security or access clearance applicable to the Contractor's subcontractors or Personnel, and the date from which, or the period during which, that clearance will be effective and the Contractor must comply with and ensure its subcontractors and Personnel act in accordance with that notice.
- (b) Unless otherwise specified in item 37 of the Contract Details, the Contractor is responsible for all costs associated with obtaining security clearances.

41.3 Removal of Customer Data

The Contractor must not, and must ensure that its subcontractors and Personnel do not:

- (a) remove Customer Data or allow Customer Data to be removed from the Customer's premises; or
- (b) take Customer Data or allow Customer Data to be taken outside of Australia, without the Customer's prior written consent.

42. Compliance with Statutory, Policy and Reporting Requirements

42.1 Statutory requirements

The Contractor must comply with all applicable laws of the Commonwealth or of any State, Territory or local authority including the:

- (a) Racial Discrimination Act 1975;
- (b) Sex Discrimination Act 1984;
- (c) Disability Discrimination Act 1992;
- (d) Equal Opportunity for Women in the Workplace Act 1999; and
- (e) any obligations under the *Occupational Health and Safety Act 1991*.

As at the Commencement Date, the Contractor must not be engaged in any litigation, or be aware of any proposed litigation or claims against them in respect of unpaid employee entitlements.

42.2 Fair Work Principles

- (a) The Contractor must comply, and as far as practicable must ensure its subcontractors comply, with all relevant requirements of the Fair Work Principles as set out in the Fair Work Principles User Guide (available at www.deewr.gov.au/fairworkprinciples), including by:
 - (i) complying with all applicable workplace relations, occupational health and safety, and workers' compensation laws;

- (ii) informing Customs and Border Protection of any adverse court or tribunal decision for a breach of workplace relations law, occupational health and safety laws, or workers' compensation laws made against it during the term of the Contract and any remedial action it has taken, or proposes to take, as a result of the decision;
 - (iii) providing Customs and Border Protection any information that Customs and Border Protection reasonably requires to confirm that the Contractor (and any subcontractor) is complying with the Fair Work Principles; and
 - (iv) participate in all compliance activities associated with its legal obligations, including those arising under the Fair Work Principles. Compliance activities may include responding to requests for information and/or audits undertaken by the Commonwealth, its nominees and/or relevant regulators.
- (b) Compliance with the Fair Work Principles shall not relieve the Contractor from its responsibility to comply with its other obligations under the Contract.
 - (c) If the Contractor does not comply with the Fair Work Principles, without prejudice to any rights that would otherwise accrue to the Commonwealth, the Commonwealth shall be entitled to publish details of the Contractor's failure to comply (including the Contractor's name) and to otherwise provide those details to other Commonwealth agencies.
 - (d) As far as practicable, the Contractor must:
 - (i) not use a subcontractor in relation to this Contract where the subcontractor would be precluded from contracting directly with the Commonwealth under the requirements of the Fair Work Principles; and
 - (ii) ensure that all subcontracts impose obligations on subcontractors equivalent to the obligations under these Contract clauses 42.2(a) to 42.2(d).

42.3 Lobbying Code of Conduct

The Contractor must comply with all applicable Commonwealth policy including the Lobbying Code of Conduct and the Australian Public Service Commission (APSC) Circular 2008/4, *Requirements relating to the Lobbying Code of Conduct and Post Separation Contact with Government*. Any breach of the Lobbying Code of Conduct or the Australian Public Service Commission (APSC) Circular 2008/4, *Requirements relating to the Lobbying Code of Conduct and Post Separation Contact with Government* will be reported in accordance with the Customer's procedures.

42.4 Commonwealth reporting requirements

The Contractor acknowledges that:

- (a) the Commonwealth is required to publish the award of all contracts valued at \$10,000 (inclusive of GST) or more; and
- (b) the Customer is required to publish on the Internet with access through its website, details of any contracts with a value of \$100,000 (inclusive of GST) or more.

43. Books and records

43.1 Contractor to keep books and records

The Contractor must:

- (a) keep and require its subcontractors to keep adequate books and records, in accordance with Australian Accounting Standards, in sufficient detail to enable the amounts payable by the Customer under this Contract to be determined; and
- (b) retain and require its subcontractors to retain for a period of seven years after termination or expiration of this Contract all books and records relating to the Services.

43.2 Costs

The Contractor must bear its own costs of complying with this clause.

43.3 Survival

This clause applies for the Contract Period and for a period of seven years from the termination or expiry of this Contract.

44. Audit and access

44.1 Right to conduct audits

The Customer or a representative may conduct audits relevant to the performance of the Contractor's obligations under this Contract. Audits may be conducted of:

- (a) the Contractor's operational practices and procedures as they relate to this Contract, including security procedures;
- (b) the accuracy of the Contractor's invoices and reports in relation to the provision of the Services under this Contract;
- (c) the Contractor's compliance with its confidentiality, privacy and security obligations under this Contract;
- (d) material (including books and records) in the possession of the Contractor relevant to the Services or Contract; and
- (e) any other matters determined by the Customer to be relevant to the Services or Contract.

44.2 Access by the Customer

- (a) The Customer may, at reasonable times and on minimum of seven (7) calendar days notice to the Contractor, to the extent relevant to the performance of this contract:
 - (i) access the premises of the Contractor to the extent relevant to the performance of this Contract;
 - (ii) require the provision by the Contractor, its employees, agents or subcontractors, of records and information in a data format and storage medium accessible by the Customer by use of the Customer's existing computer hardware and software;
 - (iii) inspect and copy documentation, books and records, however stored, in the custody or under the control of the Contractor, its employees, agents or subcontractors; and
 - (iv) require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the Customer, and any inquiry conducted by Parliament or any Parliamentary committee.
- (b) The Contractor must provide access to its computer hardware and software to the extent necessary for the Customer to exercise its rights under this clause, and provide the Customer with any reasonable assistance requested by the Customer to use that hardware and software.

44.3 Conduct of audit and access

The Customer must use reasonable endeavours to ensure that:

- (a) audits performed pursuant to clause 44.1; and
- (b) the exercise of the general rights granted by clause 44.2 by the Customer,

do not unreasonably delay or disrupt in any material respect the Contractor's performance of its obligations under the Contract.

44.4 Costs

- (a) Except as set out in clause 44.4(b), each party must bear its own costs of any reviews and/or audits.
- (b) If the Contractor is able to substantiate that it has incurred direct expenses in the Customer's exercise of the rights granted under clause 44.1 or clause 44.2 which, having regard to the value of this Contract, are substantial, the Customer and the Contractor will negotiate an appropriate reimbursement. Any reimbursement must not be greater than the direct expenses incurred and substantiated.

44.5 Auditor-General and Privacy Commissioner

The rights of the Customer under clause 44.2(a)(i) to 44.2(a)(iii) apply equally to the Auditor-General or a delegate of the Auditor-General, or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or Privacy Commissioner's statutory functions or powers.

44.6 Contractor to comply with Auditor-General's requirements

The Contractor must do all things necessary to comply with the Auditor-General's or his or her delegate's or the Privacy Commissioner's or his or her delegate's requirements, notified under clause 44.2, provided such requirements are legally enforceable and within the power of the Auditor-General, the Privacy Commissioner, or his or her respective delegate.

44.7 No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with the Contract.

44.8 Subcontractor requirements

The Contractor must ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in this clause.

44.9 No restriction

Nothing in this Contract reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner. The rights of the Customer under this Contract are in addition to any other power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner.

44.10 Survival

This clause applies for the Contract Period and for a period of seven years from the termination or expiry of this Contract.

45. Unforeseen events

45.1 Occurrence of unforeseen event

A party (**Affected Party**) is excused from performing its obligations under this Contract to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Contractor only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organisation.

45.2 Notice of unforeseen event

When the circumstances described in clause 45.1 arise or are reasonably perceived by the Affected Party as an imminent possibility, the Affected Party must give notice of those circumstances to the other party as

soon as possible, identifying the effect they will have on its performance. An Affected Party must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Contract.

45.3 Termination

If non-performance or diminished performance by the Affected Party due to the circumstances under clause 45.1 continues for a period of more than 14 consecutive days or other period as specified in item 38 of the Contract Details, the other party may terminate the Contract immediately by giving the Affected Party written notice.

45.4 Consequences of termination

If this Contract is terminated under clause 45.3:

- (a) each party will bear its own costs and neither party will incur further liability to the other; and
- (b) where the Contractor is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of intervention of the circumstances described in clause 45.1.

46. Dispute resolution

46.1 No arbitration or court proceedings

If a dispute arises in relation to the conduct of this Contract (**Dispute**), a party must comply with this clause 46 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 46.

46.2 Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

46.3 Parties to resolve Dispute

During the 14 days after a notice is given under clause 46.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of CEOs (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period, they must refer the Dispute to a mediator if one of them requests.

46.4 Appointment of mediator

If the parties to the Dispute cannot agree on a mediator within seven days after a request under clause 46.3, the chairperson of LEADR or the chairperson's nominee will appoint a mediator.

46.5 Role of mediator and obligations of parties

The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a party to the Dispute except if the party agrees in writing. Unless agreed by the mediator and parties, the mediation must be held within 21 days of the request for mediation in clause 46.3. The parties must attend the mediation and act in good faith to genuinely attempt to resolve the Dispute.

46.6 Confidentiality

Any information or documents disclosed by a party under this clause 46:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

46.7 Costs

Each party to a Dispute must pay its own costs of complying with this clause 46. The parties to the Dispute must equally pay the costs of any mediator.

46.8 Termination of process

A party to a Dispute may terminate the dispute resolution process by giving notice to each other party after it has complied with clauses 46.1 to 46.5. Clauses 46.6 and 46.7 survive termination of the dispute resolution process.

46.9 Breach of this clause

If a party to a Dispute breaches clauses 46.1 to 46.8, the other party does not have to comply with those clauses in relation to the Dispute.

47. Termination

47.1 Termination and reduction for convenience

- (a) The Customer may, at any time, by notice, terminate this Contract or reduce the scope of the Services, including for a machinery of government change or due to the Services being approved by the Australian Government as a Coordinated Procurement Contracting arrangement.
- (b) On receipt of a notice of termination or reduction the Contractor and any subcontractor must:
 - (i) stop work as specified in the notice;
 - (ii) take all available steps to minimise loss resulting from that termination and to protect Customer Material and Contract Material; and
 - (iii) continue work on any part of the Services not affected by the notice.
- (c) If this Contract is terminated under clause 47.1, the Customer is liable only for:
 - (i) payments under clause 33 for Services rendered before the effective date of termination; and
 - (ii) reasonable costs incurred by the Contractor and directly attributable to the termination.
- (d) If the scope of the Services is reduced, the Customer's liability to pay the Service Charges or to provide Customer Material abates in accordance with the reduction in the Services.
- (e) The Customer is not liable to pay compensation under clause 47.1(c)(ii) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under this Contract, exceed the total Service Charges payable under this Contract.
- (f) The Contractor is not entitled to compensation for loss of prospective profits.

47.2 Termination by the Customer for default

- (a) Without limiting any other rights or remedies the Customer may have against the Contractor arising out of or in connection with this Contract, the Customer may terminate this Contract effective immediately by giving notice to the Contractor if:
 - (i) the Contractor breaches a material provision of this Contract where that breach is not capable of remedy;
 - (ii) the Contractor breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or
 - (iii) an event specified in clause 47.2(c) happens to the Contractor.
- (b) Without limitation, for the purposes of clause 47.2(a), each of the following constitutes a breach of a material provision:
 - (i) a breach of warranty under clauses 7.2, 7.3, and 7.4 (Contractor warranties);
 - (ii) a failure to comply with clause 20 (Personnel);

- (iii) a failure to comply with clause 14 (Intellectual Property Rights);
 - (iv) a failure to comply with clause 37 (Insurance);
 - (v) a failure to comply with clause 38 (Confidentiality and privacy);
 - (vi) a failure to comply with clause 39 (Protection of personal information);
 - (vii) a failure to notify the Customer of a conflict of interest under clause 40 (Conflict of interest);
 - (viii) a failure to comply with clause 41 (Security); or
 - (ix) a breach under clause 42.2 (Fair Work Principles)
 - (x) a breach under clause 42.3 (Lobbying Code of Conduct).
- (c) The Contractor must notify the Customer immediately if:
- (i) the Contractor being a corporation, there is any change in the direct or indirect beneficial ownership or control of the Contractor;
 - (ii) the Contractor disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - (iii) the Contractor ceases to carry on business;
 - (iv) the Contractor ceases to be able to pay its debts as they become due;
 - (v) the Contractor being a company enters into liquidation or has a controller or managing controller or liquidator or administrator appointed;
 - (vi) the Contractor being a natural person is declared bankrupt or assigns his or her estate for the benefit of creditors; or
 - (vii) where the Contractor is a partnership, any step is taken to dissolve that partnership.

In this clause, **controller**, **managing controller** and **administrator** have the same meanings as in the Corporations Act.

47.3 Termination by the Contractor for default

Without limiting any other rights or remedies the Contractor may have against the Customer arising out of or in connection with this Contract, the Contractor may terminate this Contract by giving at least 5 Business Days notice to the Customer if the Customer:

- (a) has not paid a correctly rendered invoice or has not notified the Contractor that it disputes the charges specified under an invoice within 60 days of receipt of that invoice; and
- (b) the Contractor has given the Customer:
 - (i) a first notice 30 days after the due date of the invoice, specifying the failure to pay and giving the Customer at least 30 days to pay the invoice; and
 - (ii) a second notice 15 days after the first notice, referring to the first notice and giving the Customer at least 15 days to pay the invoice.

47.4 After termination

On termination of this Contract the Contractor must:

- (a) stop work on the Services;
- (b) deal with Customer Material as reasonably directed by the Customer; and
- (c) return all the Customer's Confidential Information to the Customer.

47.5 Survival

The following clauses survive the termination and expiry of this Contract:

- (a) Clause 16 (Software licence);
- (b) Clause 14 (Intellectual Property);
- (c) Clause 35 (Indemnity);
- (d) Clause 37 (Insurance);
- (e) Clause 38 (Confidentiality and privacy);
- (f) Clause 39 (Protection of personal information);
- (g) Clause 41 (Security); and
- (h) Clause 44 (Audit and access);

47.6 Termination does not affect accrued rights

Termination of this Contract does not affect any accrued rights or remedies of a party.

48. Knowledge transfer

Subject to any qualification or provision to the contrary in the Statement of Work, the Contractor must provide the following assistance to the Customer on termination or expiration of this Contract:

- (a) transferring or providing access to the Customer to all information stored by whatever means held by the Contractor or under the control of the Contractor in connection with this Contract; and.
- (b) making Specified Personnel and Contractor Personnel available for discussions with the Customer as may be required. The time, length and subject of these discussions will be at the sole discretion of the Customer, provided that any matter discussed is not considered to reveal any 'Commercial-in-Confidence' information of the Contractor. The Contractor's effort is not to exceed 2 days unless paid for by the Customer, at the rates set out in the Contract.

49. Notices and other communications

49.1 Service of notices

A Notice must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in item 39 of the Contract Details, as varied by any Notice given by the recipient to the sender.

49.2 Effective on receipt

A Notice given in accordance with clause 49.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 6.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

50. Miscellaneous

50.1 Ownership of Contract

All copyright and other Intellectual Property Rights contained in this Contract remain the property of the Customer.

50.2 Varying the Contract

This Contract may be varied only in writing signed by each party.

50.3 Approvals and consents

Except where this Contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Contract.

50.4 Assignment and novation

A party may only assign its rights or novate its rights and obligations under this Contract with the prior written consent of the other party.

50.5 Costs

Each party must pay its own costs of negotiating, preparing and executing this Contract.

50.6 Counterparts

This Contract may be executed in counterparts. All executed counterparts constitute one document.

50.7 No merger

The rights and obligations of the parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

50.8 Entire agreement

This Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

50.9 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.

50.10 Severability

A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

50.11 Waiver

Waiver of any provision of or right under this Contract:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

50.12 Relationship

- (a) The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- (b) This Contract does not create a relationship of employment, agency or partnership between the parties.

50.13 Announcements

- (a) The Contractor must, before making a public announcement in connection with this Contract or any transaction contemplated by it, obtain the Customer's agreement to the announcement, except if required by law or a regulatory body (including a relevant stock exchange).
- (b) If the Contractor is required by law or a regulatory body to make a public announcement in connection with this Contract or any transaction contemplated by this Contract the Contractor must, to the extent practicable, first consult with and take into account the reasonable requirements of the Customer.
- (c) Where reasonably practicable, the Customer must, on or before making a public announcement in connection with this Contract or any transaction contemplated by it, provide notice to the Contractor of the general nature of the announcement. For the avoidance of doubt, the Customer does not require the consent of the Contractor to the making of the announcement.

50.14 Governing law and jurisdiction

This Contract is governed by the law specified in item 40 of the Contract Details and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

50.15 Additional Services

The Customer may, during the Term of the Contract, request the Contractor to provide any of the Additional Services specified in item 24 of schedule 2 on the basis of the following procedure:

- (a) The Customer will provide specifications for Additional Services and request information on:
 - (i) whether the Additional Services can be provided by existing resources; and
 - (ii) additional costs associated with the Additional Services (if any).
- (b) As a result of information provided under this clause 50.15 the Customer may seek a written quotation including the following information:
 - (i) details of any additional costs or resources required for the proposed Additional Services including discounts offered;
 - (ii) implementation details;
 - (iii) the effect of the proposed Additional Services on existing Services; and
 - (iv) the risks of the proposed Additional Services and how they would be managed.

The Contractor will be required to provide any information or quotation sought under this clause 50.15 within a time period acceptable to the Customer. The Customer may, at its discretion, accept or reject any quotation sought under this clause 50.15.

In the event Additional Services are required, the Customer shall complete the form shown at schedule 11, and upon execution by both parties, the Additional Services shall take effect and be incorporated into the Contract.

The Contractor shall provide any Additional Services in accordance with the terms and conditions of this Contract and at the rates specified in schedule 11 for those Additional Services.

51. Deliverables and Services to other Agencies

51.1 Obligation to provide Deliverables and Services

The Contractor offers to provide the Deliverables and Services to any Nominated Agency in accordance with the requirements set out in this clause 51.

51.2 Request

A Nominated Agency may request the supply of the Deliverables and Services in accordance with clause 51.1, by giving the Contractor a completed Agency Order Form.

51.3 Separate contracts

Each Agency Order Form agreed with the Contractor in accordance with this Contract will create a separate contract between the Contractor and:

- (a) the Commonwealth represented by the Nominated Agency (where that agency is subject to the *Financial Management and Accountability Act 1997* (Cth)); or
- (b) the Nominated Agency,

as the case requires, for the supply by the Contractor of the requested Deliverables or Services to the Nominated Agency. For the sake of clarity, the terms and conditions governing each such separate contract will be the same as the provisions of this Contract.

Schedule 1 – Contract Details

Item number	Description	Clause Reference	Details
1.	Customer details	1.1	Australian Customs and Border Protection Service 2 Constitution Avenue Canberra ACT 2600 ABN: 66 015 286 036
2.	Contractor details	1.1	Relegen Pty Ltd Registered Address 29 Ruskin Rowe Avalon NSW 2107 Address for Notices 5 Taronga Place Mona Vale NSW 2103 ABN: 75 092 239 220
3.	Customer Representative	1.1	The officer performing the role of Project Manager, currently s47F
4.	Contractor Representative	1.1	s47F s47F
5.	Business Hours	1.1	8.30am to 5.30pm
6.	Commencement Date	1.1 and 3	8 September 2010
7.	Initial Contract Period	1.1 and 3	3 Years
8.	Option Period	3	The Contract may be extended for further periods of up to 1 year at the discretion of the Customer.
9.	Option Notice Period	3	No change to existing provision.
10.	Nominated Agency	1.1 and 51	All departments agencies subject to the Financial Management and Accountability Act 1997 or bodies subject to the Commonwealth Authorities and Companies Act 1997
11.	IP Register	4	Refer to Item 14 of Schedule 2.
12.	Software Licence	16.1	The licence granted in clause 16.1 are machine based licenses and therefore any new licenses required will be subject to a payment to the Contractor for that license before they are provided in accordance with costs identified in Schedule 3.
13.	Escrow	16.2	Escrow is not required
14.	Delivery, installation and implementation	17.1	Delivery means making the software available to the Customer to enable detailed analysis, design and configuration. Installation is as defined at clause 1.1

Item number	Description	Clause Reference	Details
			Implementation means satisfying user acceptance testing and making the software available to the Customer for operational use.
15.	Relevant Industry Standards	7.1	Not Applicable.
16.	Subcontractors Additional Services	7.7 50.15	No subcontractors approved. As specified in Item 24 in Schedule 2.
17.	Warranty Period	1.1 and 18.1	No change to existing provision.
18.	Support Period and Warranty Period	18.1	No change to existing provision.
19.	User difficulty or inexperience	18.3	No change to existing provision.
20.	Updates and New Releases	19.1	The Contractor is required to provide information on: <ul style="list-style-type: none"> • Updates • New Releases
21.	Ongoing Support Services	19.2	The Customer will not unreasonably withhold timely installation of an update or new release should it be supplied.
22.	Language of Documentation	8	No change to existing provision.
23.	Acceptance testing of Hardware, Software	13	The software will be accepted on the date the Contractor is notified by the Customer of the completion of successful acceptance testing in accordance with the requirements set out at Schedule 2 - Statement of Work.
24.	Period for Acceptance	13.4	No change to existing provision.
25.	Specified Personnel	1.1 and 20	s47F s47F s47F s47F All other key personnel (especially project manager and project team) will be defined on commencement of the contract. Specified Personnel are to be made available to perform the obligations under the Contract while they are employed or Contracted to the Contractor.
26.	Intellectual Property Rights – Ownership of Contract Material	14	Clause 14.4 (Contractor ownership of and licence to intellectual property rights in contract material) is to apply.
27.	Intellectual Property Rights	14.4	All licences provided under this contract are

Item number	Description	Clause Reference	Details
	- licences		perpetual, irrevocable and transferable.
28.	Customer Material	1.1, 14.4 and 14.5	All Material provided to the Contractor by the Customer. Details of armoury locations and contents, both of which will be treated as confidential information in accordance with the Confidentiality provisions of this Contract.
29.	Moral Rights – Specified Acts	15	No change to existing provision.
30.	Limitation of liability – cap	36.2(a)	s47(1)(b)
31.	Limitation of liability – limitation on types of liability	36.2(b)	
32.	Limitation of liability – aggregate or per occurrence	36.2(c)	
33.	Limitation of liability – Service Rebates not included in limitation of liability	36.5(b)	
34.	Additional insurance	37.1(a)	
35.	Insurance quantum	37.1	
36.	Security	41.1	The Customer's security procedures as amended from time to time and specified in Schedule 7.
37.	Costs of security clearances	41.2	s47(1)(b)
38.	Unforeseen events - termination period	45.3	s47(1)(b)
39.	Address for Notices	49.1	Customer: Project Manager Firearms Asset Tracking System 2 Constitution Avenue Canberra ACT 2600 Contractor: General Manager, Relegen

Item number	Description	Clause Reference	Details
			5 Taronga Place Mona Vale NSW 2103
40.	Governing Law	50.14	Australian Capital Territory
41.	Newly manufactured Hardware and replacement parts	21.1(b)(i), 27.3 and 7.3	No change to existing provision.
42.	Removal of equipment	23	Not applicable.
43.	Third Party product warranties	26	Third party warranty periods commence on the day the products are delivered to the Contractor's premises, i.e. receipt of products from the nominated suppliers.
44.	Technical support	29.2	No change to existing provision.
45.	Exclusions from Hardware Maintenance	30	Not applicable.
46.	Engineering changes and upgrades	32.1(a)	No change to existing provision.
47.	Ongoing Maintenance Services	32.3	No change to existing provision.

Schedule 2 – Statement of Work

1. Purpose (clause 7)

1.1 Purpose

Customs and Border Protection requires a Firearms Asset Tracking System to assist with the management of sensitive operational equipment. The new system is expected to increase the efficiency and accuracy of current equipment management processes, including equipment issue, receipt, transfer, disposal, and maintenance processes.

The purpose of the System and Services reflected in this contract is to satisfy the above requirement. The Contract is for the supply and support of the Firearms Asset Tracking System set out in the Specifications set out in clauses 3 and 16 of this Schedule, and includes the provision of configuration, testing, implementation, and support services that ensure the sustainable use of the system

1.2 Intent

The intent of this contract is for the Parties to work collaboratively to achieve the most efficient and effective methods of configuring and implementing the system as determined and required by the Customer.

1.3 Expected Benefits

The Firearms Asset Tracking System will assist Customs to:

- A) Reduce the risk of illegal and improper use of firearms and other items of Personal Defensive Equipment (PDE), including Glock pistols, batons, OC sprays, handcuffs, ballistic vests, and other items of operational equipment (e.g., shotguns and semi-automatic weapons).
- B) Increase the visibility of PDE locations, movements, and their assignment to personnel;
- C) Make more efficient processes related to the issue, receipt, transfer, disposal, and maintenance of PDE;
- D) Standardise PDE management processes across the Customs equipment fleet.

1.4 Approach

Following contract signature, an initial project planning phase will commence between the two parties. This planning will provide the following:

- Development of a common understanding of the project scope;
- Completion of a fully detailed plan including project roles and responsibilities (Project Schedule);
- Establishment of a joint approach to risks and issues identification and management;
- Confirmation of clear project governance reporting arrangements; and
- Confirmation of change management arrangements.

1.5 Delivery Approach

The project is to be undertaken in the following key stages as briefly outlined below.

Stage 1 – Requirements analysis

As part of the requirements analysis, the Contractor will conduct appropriate configuration elicitation activities, e.g., workshops and interviews. This elicitation will produce System Configuration Specification documentation which incorporates the Customer's functional and non-functional business requirements.

To facilitate elicitation activities, the Customer will supply subject matter experts and senior users able to approve the content of the System Configuration Specification.

The requirements analysis stage will also provide:

- Project and system engineering documents, i.e., a project management plan and schedule, a cross reference traceability matrix
- System integration and Functional Test Plans;
- An asset structure and attribute listing;
- Configured and loaded reporting functionality, including Issuance, Location, Asset Historical Transaction, Maintenance Due, Asset Batch, Asset Serial Number, and Asset Audit Reports;
- Asset tagging definition and specification documentation;
- System configuration of PDAs (Personal Digital Assistants) consistent with the Customer's business rules, processes, and databases;
- User and training manuals.

Stage 2 – Central site implementation

This stage includes implementing the solution at the Customer's central site. This will involve implementing a fully functional enterprise version of the software, with all additional services installed. This installation will be performed on the Customer's designated servers, which will have the prerequisite hardware and software. This stage also includes performing a full system test on completion of the implementation.

Additional activities will support this stage, including the provision of:

- Systems administrator training
- System user training
- System support training

Stage 3 – Regional site implementation

This stage includes the implementation and set to work of the system at the Customer's nominated land based sites (37) and vessels (11), and will include end user training of identified personnel.

It is during this stage that the Customer's assets will be tagged. This activity will be conducted by the Customer's personnel in accordance with the Contractor's guidance and asset tagging definition and specification documentation.

2. Software (clauses 1.1 and 16)

	Software	Version Nos.	No. of Licences	Format
1.	s47(1)(b)			
2.				
3.				
4.				
5.				
6.				

	Software	Version No.	No. of Licences	Format
7.	s47(1)(b)			
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
27.				
28.				
29.				
30.				
31.				
32.				
33.				
34.				
35.				

3. Software Specifications (clauses 1.1, 7.4, 8.2, 17.1,18.2 and 19.1)

Business Requirements – Scenarios (see Attachment A: Business Requirements - Scenarios)

Capability	Criteria/Background
Scenario 1	s47E(d)
Scenario 2	
Scenario 3	
Scenario 4	
Scenario 5	
Scenario 6	

Business Requirements – Functional

Capability	Criteria/Background
Information to be recorded	<p>Must have the ability to store detailed information and custom attributes against each asset and item.</p> <p><i>Information which will be stored is:</i></p> <p>s47E(d)</p>
Views	<p>Must allow the ability to view information related to assets in different ways.</p> <p>s47E(d)</p>
Reporting	<p>Must have the ability to run reports from the system.</p> <p>s47E(d)</p>

Capability	Criteria/Background
	s47E(d)
Notification	<p>Must have the ability for the system to have notifications for various items set with automatic alert generated.</p> <p>s47E(d)</p>
Security	<p>Must have the ability to have different levels of security for both administrative purposes and use/access to information/functions in the system.</p> <p>s47E(d)</p>
Audit – Asset	<p>The System must provide a full audit trail of asset transfers, movements, use, and maintenance transactions</p> <p><i>The solution must improve efficiencies as well as provide a thorough audit trail of personnel who took possession of which item and where the items are through comprehensive reporting capabilities. This means a complete audit trail and history of where these items came from, are now located, to whom these items have been issued and the lifecycle must be maintained throughout the duration of its life. (This also includes retention of information related to compliance, exception, auditing and management reports relating to asset information).</i></p>
Asset Registry	<ul style="list-style-type: none"> • Must allow consolidation of many Asset Registers into one central register. • Must be scalable and capable of providing one database for central deployment and must be accessible for transacting by all static locations. • Must allow visibility of all Assets and items Australia-wide, per state, per region, per static location. • Must allow categorising and subcategorising, records of Assets and items. • Must allow Parent/child relationships, per type, per class, sub-category, category, per location, per state, per region and Australia-wide for Restricted, Controlled and Portable Attractive Items. • Must allow allocation of 'permissions and business rules' applied to each category of equipment. • Must have the ability to batch track against all assets and items. • Must have the ability to store comprehensive descriptions and details against each Asset and Item. • Must allow recording of maintenance history and maintenance requirements of Assets and Items. • Must have the ability to unequivocally link each Asset action (issue, transit, receipt) to a positively identified issuer and recipient. • Must have the ability to manage the end of life (disposal) information for the assets.

Capability	Criteria/Background
	<ul style="list-style-type: none"> • Must have ability to do personnel identification through central identification in real time, and will use identification RFID cards to identify personnel and their Use of Force (UoF) permit currency in system workflows outlined in the scenarios of this SOW. • Must have the ability to store multiple serial numbers against one Asset. • Must use information related to issuer and recipient training/qualifications to be a condition of issue of restricted assets and items.
Information Sharing	<p>Must have the capability to allow import and export of information in various formats</p> <p>s47E(d)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Stability for deployment over multiple sites	<p>Must be provided on server based software to allow easy access from across Enforcement and Investigations.</p> <p><i>It is envisaged the system will be server based, either physical or virtual. However the system must have the stability and capacity to be accessed from the initial number of sites, as well as expansion to other sites throughout Customs and Border Protection.</i></p>

Business Requirements – Non-Functional

Capability	Criteria/Background
Customs standard operating environment	<ul style="list-style-type: none"> • Must fit within the Customs and Border Protection Standard Operation Environment (see Attachment B: SOE and future technology roadmap (abridged), July 2009). • Must comply with the Customs and Border Protection desktop environment is based on Microsoft Windows Vista 32 Bit Enterprise Edition. • Must comply with the Customs and Border Protection environment utilising Citrix Presentation Server v4.5 both 32 and 64 Bit versions based on the Windows Server 2003 R2 host operating system to deliver applications to clients within low-bandwidth sites, and remote access clients. Remote access is provided only through the Citrix solution. • Must be compatible with Customs and Border Protection Internet Explorer to clients to allow web-based applications to function on both Vista Desktops and Citrix Presentation Server. Internet Explorer v7 is provided on Vista-based devices, and Internet Explorer v6 and v7 is provided on Citrix-based devices. Customs and Border Protection operates a restricted desktop environment. Any solution components installed or executed on the client within a browser session should be signed to allow them to execute within this configuration. • Must allow Virtualisation - Customs and Border Protection uses server Virtualisation for a number of platforms and environments. Current virtualisation technology in use for application x86 servers is s47E(d).
Solution architecture	<p>Must comply with existing IT solution architecture frameworks, including:</p> <ul style="list-style-type: none"> • Server Platform - Operating system, hardware and Database;

Capability	Criteria/Background
	<ul style="list-style-type: none"> • Data Storage Platform; • Minimum infrastructure requirements for the proposed solution for Development, Testing, Training and Production environments; • Support capability and performance (responsiveness, effectiveness) in delivering the Services within the required timeframe; and • Application Support Services
Security access & control	<p>Must comply with existing security and access controls, including:</p> <ul style="list-style-type: none"> • The capability of using Customs and Border Protection Microsoft Active Directory for User Authentication; • The ability to support network wide single-sign-on (SSO) based security where available, and employ application-specific security where SSO is not available.
Scalability	<p>The solution must be scalable with no undue implications on Performance, Support and Maintainability for additions of:</p> <ul style="list-style-type: none"> • Users; • Number of reports; and • Query of results
Integration	<p>The solution must support industry standards for the provision of web services, using SOAP/XML messaging, and service interfaces using Web Services Description language (WSDL).</p>
System availability & reliability	<p>The Contractor will provide the following measures (as required) to achieve high availability:</p> <ul style="list-style-type: none"> • Optimised code utilising industry standard development frameworks such as MS .Net 3.5; • The use of high quality tested hardware devices from reputable providers / OEMs; • The use of high quality tagging solutions both internally and from reputable providers / OEMs; • Excellent support and feedback mechanisms; • The use of tested software services that have already be proven in critical operational environments; • The use of sound systems engineering process and support infrastructure to ensure future system reliability; and • The configuration and implementation of baseLINE such that it is consistent with the Customer's disaster recovery policies, including database backup restoration and software reinstallation. <p>It is expected that the baseLINE database will be part of the Customer's database backup plan.</p>
System maintainability & supportability	<ul style="list-style-type: none"> • The solution must integrate with the Customer's existing Systems Monitoring and Management system, §47E(d). • The solution will be able to operate in segregated Development, Testing and Training environments from the Production environments. The Contractor will detail migration of change/updates from one environment to the other. • A support management plan and service level agreement will be entered between the Contractor and the Customer. Please refer to Schedule 12 - Service Level Agreement. • The Contractor will volume and stress test the facilities and resources that the Customer will be required to provide for this type of testing.
Audit & security	<ul style="list-style-type: none"> • The Contractor will provide archival and retrieval transaction and audit records capability.

Capability	Criteria/Background
	<ul style="list-style-type: none"> The Contractor will allow external systems to extract audit logs for integration into 3rd party correlation auditing tools.
Documentation	<ul style="list-style-type: none"> The Contractor will provide documentation (eg: user guide, developer guide, install guide, online help) that supports the solution. The Customer requires the solution configuration to be fully documented. The Contractor will provide training to IT Service Desk staff during implementation. The system user manuals along with technical trouble shooting flow charts for hardware issues will be provided. The Contractor will provide user manuals to all sites during implementation and will provide each trainee a training manual at the commencement of training.
Training	<p>The Contractor is to document delivery of training to the Customer's staff in the following areas:</p> <ul style="list-style-type: none"> System Administrator Training Technical Training Application Maintenance and Support System Operation & Maintenance User Training

4. Software Delivery and Installation (clause 17)

	Item	Details (attach additional pages if required)	Milestone
1.	Delivery date	Project Schedule is to be completed within two weeks of Contract signing, unless a longer time frame is advised by the Project Officer. If Delivery Dates cannot be agreed, they will be determined by the Project Officer.	Prior to Central Site Implementation
2.	Delivery place	As set out in the Project Schedule	As set out in the Project Schedule
3.	Installation of software <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The Contractor will manage the software installation and configuration. Installation will occur on the agreed dates and times following the Customer making the infrastructure available. The Contractor will provide the software for user acceptance testing by the Customer.	Receipt of final packaged solution (software and related artefacts).
4.	Site implementation of software <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The Contractor will manage site (land and sea based) software and PDA installation and configuration, asset entry, installation testing, and related set to work activities. Site implementations will occur on the agreed dates and times following the Customer making site locations known and their infrastructure available.	Receipt of final packaged solution (software and related artefacts).

5. Customer's Existing System (clauses 1.1, 16.1 and 18.2)

In delivery of the system solution, The Contractors agrees it can and will work within the bounds of the Customer's Standard Operating Environment (see Attachment B: SOE and future technology roadmap (abridged), July 2009).

6. Support Services (clauses 1.1 and 18) refer to Schedule 12 - Service Level Agreement

The support arrangements for the system are outlined in the attached service level agreement between the Customer and the Contractor (see Schedule 12 - Service Level Agreement).

The Software is to be supported as set out in Clause 18.

Where the Customer purchases software maintenance the Customer will be entitled to use the most current version of the software, or any version, released up to the date at which it Customer ceases to purchase software support.

The following service levels are to apply to faults reporting by the Customer. The following response time frames are indicative only. Best efforts will be made to comply with the following response time frames, however at times issues outside of the Contractor's controls may prohibit the response times from being met. In this case the Contractor will advise the Customer on the status at periodic intervals of no more than 24 hours.

Priority	Description	Initial Response
1	System Down and not operating or significantly impacting the operations of the Customer - Urgent	The Contractor is to acknowledge the report within 1 hour during business hours, and to provide a fix or work around within 24 hours unless otherwise agreed in writing by the Customer's Project Officer.
2	Key product component not usable	The Contractor is to acknowledge the report within 4 hours during business hours, and to provide a fix or work around within 24 hours unless otherwise agreed in writing by the Customer's Project Officer.
3	Major product problem affecting some users	The Contractor is to acknowledge the report within 4 hours during business hours, and to provide a fix or work around within 48 hours unless otherwise agreed in writing by the Customer's Project Officer.
4	Minor product problem	The Contractor is to acknowledge the report within 1 business day during business hours, and to provide a fix or work around within 5 days unless otherwise agreed in writing by the Customer's Project Officer.

The Customer will determine the priority of a fault.

Any faults identified by the Customer will require investigation on the root cause of the problem during the conduct of the support services. This may require access to systems and associated databases. Any delay in providing access or information may result in response times being thwarted and subsequently delayed.

7. Training (clause 18)

Requirement	Milestone
Administrator training for central site personnel (1 x 3 Day Class for maximum of 8 participants)	System Administration knowledge and skills transfer to nominated personnel
User training for central site personnel (1 x 2 Day Class for maximum of 8 participants)	System user knowledge and skills transfer to nominated personnel
System Support training for central site personnel (1 x 3 Day Class for maximum of 8 participants)	System Support knowledge and skills transfer to nominated personnel
(optional) Administrator training for regional site personnel (at additional cost)	System Administration knowledge and skills transfer to nominated personnel
User training for regional site personnel (19 x 1 Day Classes for a maximum of 8 to 10 participants)	System user knowledge and skills transfer to nominated personnel

8. Deliverables (clauses 1.1 and 7)

	Deliverables	Milestone
1.	Purchase of licences	As per the Project Schedule
2.	Software documentation	As per the Project Schedule
3.	Software configuration and installation	As per the Project Schedule
4.	Hardware procurement	As per the Project Schedule
5.	Pilot site implementation completed	As per the Project Schedule
6.	User acceptance testing	As per the Project Schedule
7.	Completion of regional site implementations	As per the Project Schedule
8.	Software support services	As per the Project Schedule

9. Software Documentation (clause 8)

	Documentation	Format	Milestone
1.	baseLINE System Configuration Specification	Electronic and Hard Copy Document	As per the Project Schedule
2.	Project Management Plan and Project Schedule	Electronic and Hard Copy Document	As per the Project Schedule
3.	Cross Reference Traceability Matrix (CRTM)	Electronic and Hard Copy Document	As per the Project Schedule
4.	Functional Test Plan	Electronic (1 copy) and Hard Copy Document (1 hard	As per the Project Schedule

	Documentation	Format	Milestone
		copy)	
5.	BaseLINE User Manual	Electronic (1 copies) and hard copy document (50 hard copies)	As per the Project Schedule
6.	baseLINE User Training Manual	Electronic (1 Copy) and hard copy document (100 hard copies)	As per the Project Schedule
7.	System Support Training Manual	Electronic (1 Copy) and Hard Copy Document (2 hard copies)	As per the Project Schedule
	Administrator Training Manual	Electronic (1 Copy) and Hard Copy Document	As per the Project Schedule

10. Progress meetings (clause 11.1)

Meeting	Attendees	Frequency	Place
Solution Delivery Start-up Meeting	<ul style="list-style-type: none"> Contractor's Project Manager Customs Project Manager Customs IT Customs Senior User 	Once, on project commencement	As per the Project Schedule
Project review meeting	<ul style="list-style-type: none"> Contractor's Project Manager Customs Project Manager Customs IT Customs Senior User 	Fortnightly or weekly, as agreed between the Contractor and the Customer	As per the Project Schedule

11. Reporting (clause 11.2)

Report type and content	Frequency	Milestone
Solution Delivery – Customer Executive Update	Report is to be provided verbally and incorporated into the minutes of the weekly Project review meetings	As per the Project Schedule
Progress against Project Schedule	Weekly by both parties, and incorporated into the minutes of the weekly Project review meetings	As per the Project Schedule

12. Software Acceptance testing (clauses 13)

The software acceptance testing strategy and acceptance criteria will be determined jointly (and form part of the Functional Test Plan and Cross Reference Traceability Matrix). Both of these document deliverables will require concurrence from the Customer prior to them being used for User Acceptance Testing, but will ultimately be decided by the Customer Representative.

Software acceptance testing can be achieved at either the Customer's facilities utilising a non-production environment or at the contractor's facilities (where the Customer requires testing to be done at the Customer's facilities it will pay travel and accommodation in accordance with the Contract). Representatives of both the Contractor and the Customer and will be required to conduct and witness the acceptance testing. The Customer representative must have the ability to authorise that the testing has been successful in satisfying the requirements.

13. Knowledge Transfer (clause 48)

The Contractor is to facilitate and actively support the transfer of knowledge related to the Functional and Non-Functional configuration of the Software from the Contractor to the Customer by:

- Involving nominated Customer resources as determined by the Customer Representative at the earliest opportunity in requirements analysis and design;
- Involving nominated Customer resources as determined by the Customer Representative in the development of technical and business manuals;
- Providing system administrator, support, and user training for key staff as determined by the Customer Representative.

14. IP Register (clause 4)

Subject Matter	Type of IP	Owner of IP	Ownership type	Permission Sought	Period of Permission
baseLINE Framework – software segments	Software Design	Relegen Pty. Ltd	Sole	Licensed to the Customer in accordance with the terms of this Contract.	As per the terms of the Contract.
assetDNA – asset tagging solution	Hardware Design	Relegen Pty. Ltd	Sole	Licensed to Customs for the duration of the asset's lifecycle – to which the assetDNA tag is fitted	Ongoing as customs choose to use baseLINE or the duration of the asset's lifecycle – to which the assetDNA tag is fitted
assetDNA - Trademark	Trademark	Relegen Pty. Ltd	Sole	To be retained by Relegen Pty. Ltd	Not required to be used by Relegen in the delivery of RFT requirements

* Types of IP are patents, trademarks, designs, copyright, circuit layout and plant breeder's rights.

** Ownership types include sole, joint and licensing.

15. Hardware (clauses 1.1 and 21)

Hardware will be ordered on completion of the signed contract by the Contractor and upon receipt from the Contractor's supplier, all hardware will be held at the Contractor's warehouse where it can be tested and installed with the necessary software for use. Hardware will not be delivered to the Customer until

implementation at each site. Objective Quality Evidence will be supplied by the Contractor when all hardware has been receipted at the Contractor's premises.

	Hardware	Delivery Place	Delivery Date	Installation Date
1.	s47, s47E(d)	s47E(d)	As Per Project Schedule	As Per Project Schedule
2.		As Per Project Schedule	As Per Project Schedule	As Per Project Schedule
3.		As Per Project Schedule	As Per Project Schedule	As Per Project Schedule
4.		As Per Project Schedule	As Per Project Schedule	As Per Project Schedule
5.		As Per Project Schedule	As Per Project Schedule	As Per Project Schedule

16. Hardware Specifications (clauses 1.1,7.3, 7.4, 8.2, 17.1, 18.2, 19.1, 21 and 22.2)

Hardware Requirements

Capability	Criteria/Background
Scanning Hardware - Mobility	Must have capability to use hand held mobile computer with strong memory, as well as ability to be disconnected from the server/network but still utilise the system and a local version of the data (to be synchronised later). s47E(d)
Scanning Hardware – Hardiness	The Mobile devices must be of a rugged nature in order to cope with being used in all terrain vehicles, Australian Customs marine vehicles with the ability to cope with high levels of salt contained in the sea air. <i>Due to the conditions Customs and Border Protection equipment is used the mobile devices must be of a rugged nature and not have issues (corrosion) with exposure to sea air.</i>
Tagging	The Tags must be suitable for the tagging of weapons, s47E(d)

Capability	Criteria/Background
	<p>s47E(d) Tags for Customs and Border Protection weapons will be of a rugged nature in order to cope with the vibration, humidity, fire, ambient heat and salt.</p> <p><i>Due to the conditions which Customs Border and Protection equipment is used the Tags for Customs weapons will need to be of a rugged nature in order to cope with the vibration, humidity, fire and ambient heat and cleaning process using strong chemicals or ultrasonics. It may be necessary with any solution for Customs and Border Protection to work with the vendor to affix several tags to various weapons to test heat resistance and that excessive use is tolerated, to make sure tags applied are suitable for the function.</i></p>

Environmental Requirements

Capability	Criteria/Background
Type	<p>Must have demonstrated capability to be deployable at multiple sites across Australia and Australian Customs Vessels.</p> <p>s47E(d)</p>
Deployment	<p>The system will be easily deployed to multiple locations (both initial deployment and future update deployments).</p> <p><i>As there are multiple locations through out Australia and on Australian Customs Vessels the system needs to be easily deployed initially throughout all locations and the ability for future updates to be easily deployed once the system is in production.</i></p>
Identification	<p>Must have demonstrated capability to provide scanning equipment and database access for permanent and portable (disconnected) use.</p> <p>s47E(d)</p>

17. Hardware Services (clauses 1 and 7)

	Description of Hardware Services (attach additional pages if required)	
1.	<p>Installation of Hardware</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>This includes:</p> <ul style="list-style-type: none"> PDA installation, configuration, and set to work activities Reader/Writer installation
	Integration of Hardware	

Description of Hardware Services (attach additional pages if required)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Removal of equipment <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Preventative Maintenance <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Remedial Maintenance <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

18. Maintenance Services (clauses 1.1 and 27)

The maintenance arrangements for the system are outlined in the attached service level agreement between the Customer and the Contractor (see Schedule 12 - Service Level Agreement).

18.1 Supported Hardware (clauses 1.1 and 27.2)

As for item 15 above.

18.2 Preventative Maintenance (clause 28))

The Contractor is not responsible for any preventative maintenance services in this contract.

18.3 Remedial Maintenance (clause 28(d))

Not applicable.

19. Hardware Documentation (clause 8)

	Documentation	Format	Milestone
1.	Asset tagging definition and specification documentation	Electronic and Hard Copy Document	On completion of Asset Tagging Review and Definition Services
	PDA Manual	Electronic and Hard Copy Document	On delivery of hardware to the Customer
	Reader/Writer Manual	Electronic and Hard Copy Document	On delivery of hardware to the Customer

20. Acceptance Criteria – Hardware (clauses 1.1 and 13)

The Hardware acceptance testing strategy and acceptance criteria will be determined jointly (and form part of the Functional Test Plan and Cross Reference Traceability Matrix). Both of these document deliverables will require concurrence from the Customer prior to them being used for User Acceptance Testing, but will ultimately be decided by the Customer Representative.

Hardware acceptance testing can be achieved at either the Customer's facilities utilising a non-production environment or at the contractor's facilities (where the Customer requires testing to be done at the Customer's facilities it will pay travel and accommodation in accordance with the Contract). Representatives of both the Contractor and the Customer and will be required to conduct and witness the acceptance testing. The Customer representative must have the ability to authorise that the testing has been successful in satisfying the requirements.

21. Acceptance Criteria – Maintenance (clauses 1.1, 32.2 and 13)

The maintenance acceptance testing strategy and acceptance criteria will be determined jointly, but will ultimately be decided by the Customer Representative.

22. Progress meetings (clause 11.1)

Meeting	Attendees	Frequency	Place
Solution Delivery Start-up Meeting	<ul style="list-style-type: none">Contractor's Project ManagerCustoms Project ManagerCustoms ITCustoms Senior User	Once, on project commencement	As per the Project Schedule
Project review meeting	<ul style="list-style-type: none">Contractor's Project ManagerCustoms Project ManagerCustoms ITCustoms Senior User	Fortnightly or weekly, as agreed between the Contractor and the Customer	As per the Project Schedule

23. Reporting (clause 11.2)

Report type and content	Frequency	Milestone
Solution Delivery – Customer Executive Update	Report is to be provided verbally and incorporated into the minutes of the weekly Project review meetings	As per the Project Schedule
Progress against Project Schedule	Weekly by both parties, and incorporated into the minutes of the weekly Project review meetings	As per the Project Schedule

24. Additional Services (clause 50.15)

Customs may, from time to time, during the Term of the Agreement, require Additional or new services related to the Services in accordance with Schedule 12 of the Draft Contract. These Services may include:

- Enhancements and/or upgrades;
- Additional hardware supply;
- Add-ons;
- Additional licences;
- Additional support arrangements;
- Additional site implementations;
- Technical specification documentation;
- Additional training; and
- Consultancy Services.

Additional Services to be provided under this Contract include, but are not limited to, the items identified above.

Any pricing which is listed in this contract relevant to the Additional Services are to be used when preparing a quote in response to a request for Additional Services (Schedule 12).

Where applicable, Acceptance of Additional Services will be in accordance with the Acceptance Criteria agreed between the parties.

Schedule 3 – Payment

A. SOFTWARE

1. Summary of Service Charges (fixed)

Item	Year 1	Year 2	Year 3	Year 4	Year 5	Total
s47						

2. Licence Fees (fixed and perpetual) (clauses 1.1 and 33)

Item	Software	Version No.	No. of Copies	Cost per license (ex GST)	Cost per licence
1.	Licensed baseLINE Enterprise 2009 Software	s47			
2.	Licensed baseLINE Knowledge Centre 2009 Software				
3.	baseLINE PDA Audit Mobile				
4.	baseLINE PDA Maintenance Mobile				
5.	baseLINE PDA Issue/Return Mobile				
6.	baseLINE Issue/Dispatch Mobile				

Item	Software	Version No.	No. of Copies	Cost per license (ex GST)	Cost per licence
7.	baseLINE Dispatch/Receipt Mobile	s47			
8.	Due Date Control Service licence				
9.	Attribute Trigger Service licence				
10.	Asset Due View Service licence				
11.	Issue View Service licence				
12.	Configuration View Service licence				
13.	Configuration Alert Service licence				
14.	Personnel Due View Service licence				
15.	Advanced Location View Service licence				
16.	File/Image History View Service licence				
17.	Auto Email Generation Service licence				
18.	assetDNA Quick Search Service licence				
19.	Nested Filter Control Service licence				
20.	List Box Control Service licence				
21.	Asset Structure Sort Service licence				
22.	assetDNA RFID Write Service licence				
23.	Report Viewer Service licence				
24.	Report Saver Service licence				
25.	Mobile / Remote Data Interchange Service licence				
26.	PDA Issue Mobile Service licence				
27.	PDA Issue Return Mobile Service licence				
28.	PDA Signature Capture Service licence				
29.	Audit Profiler Service licence				

Item	Software	Version No.	No. of Copies	Cost per license (ex GST)	Cost per licence
30.	PDA Audit Mobile Service licence	s47			
31.	PDA Dispatch / Receipt Mobile Service licence				
32.	PDA Maintenance Mobile Service licence				
33.	Community Attribute Update Service licence				
34.	Data Import Service licence				
35.	Data Export Service licence				

3. Service Charges (fixed) (clause 1.1 and 33)

Item	Charges (exclusive of GST)	GST Component	Total (inclusive of GST)
System Configuration Services, including:	s47		
• Conducting and developing system configuration specification (including Contractors travel)			
• Developing and publishing project and system engineering documentation			
• Provision of asset/attribute definition and import services			
• Developing and configuring precompiled reports for the Customer			
• Conducting asset tagging definition and developing asset tagging specification documentation			
• Conducting system configuration of required PDA interfaces			
• Provision of manual forms and procedures			
• Project management services			
Support & Maintenance Services (over 5 years)			

4. Hourly rates

The provision of services on a time and materials basis is not expected given the fixed charges agreed for component services that form part of delivering the solution.

Hourly rates, if applicable at any stage and as agreed between the parties, will be based on the following rates for each nominated role.

Personnel	Hourly rate (ex GST)	GST Component	Hourly rate (inclusive of GST)
System Engineer	S47		
Project Manager			
System Specialist			
System Developer			
System Trainer			

5. Milestone Payments

The following milestone payments will apply unless the parties agree to alternative Milestone payments agreed in accordance with the change order provisions of the Contract.

Milestone/Deliverable	Milestone date	Milestone Charge	GST Component	Total Milestone Charge
baseLINE Software Licensing Fees, paid prior to commencement of initial implementation services	As per Project Schedule	S47		
System Configuration Specification Document Services	As per Project Schedule			
Project and system engineering documents (including Functional Test Plan and CRTM)	As per Project Schedule			
Asset Tagging specification	As per Project Schedule			
Balance of System configuration Services	As per Project Schedule			
Support & Maintenance Services, paid on completion of the (12 months) warranty period	As per Project Schedule			
TOTALS				

6. **Outsource assistance** (clause 16.3)

Not Applicable

7. **Service Rebates** (clauses 1.1 and 12.2)

Not Applicable

8. **Invoicing requirements** (clause 33.2)

Tax invoices must be correctly addressed to:

*National Pay and Accounts Centre
PO Box 2200
MELBOURNE VIC 3001*

9. **Payment period** (clause 33.3)

As per Clause 33.3.

10. **Expenses** (clause 33.5)

- (a) With the exception of "Conducting and developing system configuration specification" identified in Paragraph 3 of this schedule (Service Charges (fixed)), Subject to (b) below, the Customer will not pay any travel, accommodation or other expenses unless they have been pre-approved in writing by the Customer.
- (b) The Key Personnel will have their travel and accommodation expenses paid by Customs and Border Protection Services when required to travel to destinations away from Sydney. Any payment will be capped at the prevailing rate for non-SES staff provided the travel/accommodation has been arranged and approved in advance by the Project Manager. At the Customers discretion any airfares and accommodation may be booked through the Customers travel service providers.

B. HARDWARE

1. **Summary of Hardware Service Charges** (clauses 1.1 and 33)

Item	Charges (exclusive of GST)	GST component	Total Service Charges (inclusive of GST)
Hardware Procurement	S47		
Implementation Services			
TOTALS			

Item	Installation Charge (ex GST)	GST component	Total Installation Charges
s47			

4. Hardware Maintenance Charges (clauses 1.1 and 33)

Not Applicable

5. Hourly rates

Not Applicable

6. Daily rates

Not Applicable

7. Milestone Payments

The following milestone payments will apply unless the parties agree to alternative Milestone payments agreed in accordance with the change order provisions of the Contract.

Milestone deliverable	Milestone date	Milestone Charge (ex GST)	GST Component	Total Milestone Charge
s47				

7. Service Rebates (clause 12.2)

Not Applicable

8. Invoicing requirements (clause 33.2)

Tax invoices must be correctly addressed to:

*National Pay and Accounts Centre
PO Box 2200
MELBOURNE VIC 3001*

9. Payment period (clause 33.3)

As per Clause 33.3.

10. Expenses (clause 33.5)

s47



11. Pricing Adjustments and Purchase of additional licences

Pricing for labour or additional licences are fixed for the first twelve months and pricing for Support & Maintenance Services (fixed) for a period of five years.

The Contractor may apply for an increase in pricing for services and the supply of additional licences after the first twelve months, or after five years for Support and Maintenance Services (which are fixed for five years) and on each contract anniversary thereafter. The request is not to exceed the CPI rate for the year ending in June of the period immediately before the contract anniversary date or subsequent 12 months. The request will be in the form of change order in accordance with the contract.

In considering the request the Customer will not unreasonably withhold approval. If approved any increase will apply to purchases made after the approval date.

Schedule 4 – Designated Confidential Information

1. Confidential information of the Customer (clause 1.1 and 38)

1.1 Contract provisions / Schedules

Item	Period of Confidentiality
Not Applicable	

1.2 Contract-related Material

Item	Period of Confidentiality
s47E(d)	For perpetuity

2. Confidential information of the Contractor (clause 1.1 and 38)

2.1 Contract provisions / Schedules

Item	Period of Confidentiality
Not Applicable	

2.2 Contract-related Material

Item	Period of Confidentiality
Not Applicable	

Schedule 5 – Customer Requirements

The Contractor is expected to comply with all Commonwealth legislation and operational requirements. The Contractor should particularly note the extent to which it is bound by the provisions of the Customs Administration Act 1985.

Schedule 6 – Change Order

Note: If the proposed changes will vary the Specifications, or the Services, the following form must be completed

This Change Order (including its attachments, if any) serves to vary the Contract in accordance with the terms set out below. Unless specifically stated in this Change Order, all terms and conditions of the Contract continue unaffected.

2.	Change Order number	
3.	Raised by	
4.	Details of change (use attachments if required)	
5.	Implementation date of Change Order	
6.	Effect on Services	
7.	Plan for implementing the change	
8.	Effect on Service Charges	
9.	Effect on Service Level Requirements	
10.	Effect on Documentation	
11.	Impact on end users	
12.	Other relevant matters (eg transitional impacts)	

Customer

Name (print)

Position

Signature

Date

Contractor

Name (print)

Position

Signature

Date

Schedule 7 – Security Requirements

1. Security Requirements

1.1 The Contractor must, and must ensure that its employees and agents (including subcontractors):

- (a) comply with all relevant security requirements:
 - (i) specified in the Commonwealth PSM and the Customer's security procedures and policy as amended from time to time; and
 - (ii) as specified in this clause; and

if applicable, undertake security training as directed by the Commonwealth Representative.

1.2 The Commonwealth may from time to time, in its absolute discretion, vary the security requirements as specified in this Contract and the Contractor agrees to comply with any such variation.

1.3 If a variation under clause 1.2 is required, the Contractor may apply to the Commonwealth for a variation in the Contract price.

1.4 The Contractor must not:

- (a) permit any of its employees and agents (including subcontractors) to have any access to Security Classified Information unless:
 - (i) that person(s) has been cleared, by one of the Customer's security vetting services or the Customer's security unit, to the appropriate security level; and
 - (ii) the Director has given written authority under clause 2.2,
- (b) transfer Security Classified Information outside of Australia, without the prior written approval of the Commonwealth Representative.

2. Director to Authorise

2.1 Key Personnel, including all subcontractors, whom the Contractor proposes to carry out work or perform duties under this Contract and who will be required, while carrying out some or all of that work or performing some or all of those duties' to:

- (a) enter secure areas in the Customer's buildings or places;
- (b) work with the Customer's personnel for extended periods;
- (c) have access to official information or Security Classified Information, or valuable assets; or
- (d) hold a particular kind of security clearance, the details of which have been notified to the Contractor by the Commonwealth Representative,

must be authorised in writing by the Director under this clause to carry out that work or perform those duties.

2.2 The Contractor will inform the Commonwealth Representative immediately upon becoming aware that any unauthorised person has had access to Security Classified Information. Failure to so inform the Commonwealth Representative will constitute an event of default within clause 9.2 of the Contract.

3. Provision of Information

3.1 The Contractor, the persons specified in Schedule 1 and any replacement Key Personnel proposed under clause 20.1 must provide to the Commonwealth Representative, in the form required by the Commonwealth

Representative, such information as the Commonwealth Representative from time to time reasonably requests for the purpose of allowing the Customer to undertake reasonable investigations for the purposes of this clause, including any consent from Key Personnel that is necessary to undertake such investigations.

4. Contractor's Obligations

4.1 The Contractor must ensure that only persons who:

- (a) are of good fame and character;
- (b) are properly qualified for the tasks they are to perform; and
- (c) will act, in all the circumstances, in a fit and proper manner while they are carrying out work or performing duties under this Contract,
- (d) are notified in Schedule 1.

5. Director's Authority

5.1 The Director may, in his absolute discretion, withhold authorisation of a Key Personnel.

5.2 The Commonwealth Representative must notify the Contractor in writing of:

- (a) the names of the Key Personnel the Director authorises to carry out work or perform duties under this contract, the type and level of clearance given in respect of each of those persons and the date from which, or the period during which, those clearances will be effective;
- (b) the names of the Key Personnel the Director refuses to authorise to carry out such work or perform such duties,
- (c) and the Contractor must sign a copy of that notice, and return it to the Commonwealth Representative as soon as possible as acknowledgment of the receipt of the document.

6. Change of Circumstances

- 6.1** The Contractor must advise the Commonwealth Representative promptly in writing of any change in the circumstances of Key Personnel that, in the Contractor's reasonable opinion, is likely to affect the Commonwealth Representative's assessment of the person as Key Personnel.

7. Director May Revoke Authorisation

- 7.1** The Director may, at any time, without any liability whatsoever to the Commonwealth, withdraw, limit or suspend his authorisation in respect of a particular Key Personnel and, in such event, must notify the Contractor accordingly.

8. Contractor to Propose a Replacement

- 8.1** Where the Director withdraws, limits or suspends the authorisation of a person under this clause, the Contractor must, if required by the Commonwealth Representative and without inconvenience or cost to the Commonwealth, propose and make available another person for authorisation by the Director under this clause within a reasonable time.

9. Operation of Clause

- 9.1** This clause 9 operates subject to clauses 7.7 and 20 of this Contract.

10. Security Reports

- 10.1** The Contractor agrees to:
- (a) as required during the Term of Contract, and at no additional cost to the Customer, supply written security reports to the Customer in a manner and form as directed by the Customer; and
 - (b) notify the Customer immediately upon becoming aware of a security incident having occurred, and to promptly confirm the report in writing to the Customer.

11. Security Reviews and Audits

- 11.1** The Contractor agrees to participate in security reviews or audits of the procedures implemented in performance of this Contract as, and when, required by the Customer during the Term of Contract and to provide full cooperation to the Customer or its independent auditors for this purpose.
- 11.2** The Contractor acknowledges that a security review may require a Deed of Amendment to the Contract.

Schedule 8 – Open Source Licence

No software which is licensed under any form of open source licensing is to be provided under this contract without the express written authorisation of the Customer Representative.

Schedule 9 – Deed of Confidentiality and Privacy undertaking

This Deed is made the *Seventh* day of *September* 20*10*
by the **Confidant** in favour of the **Commonwealth of Australia** represented by the Australian Customs and Border Protection Service, ABN 66 015 286 036 (**Customer**).

RECITALS

- A. Relegen Pty Ltd, ABN 75 092 239 220. ACN 092 239 220, (**Contractor**) of 5 Taronga Place Mona Vale NSW 2103 and the Customer are parties to a Contract, Ref. No. 091770, for services to provide a firearms asset tracking system.
- B. The Confidant may become aware of the Customer's Information or Personal Information in performing any Services required under the Contract.
- C. The Confidant provides the undertakings set out below in respect of the Services or Ordered Services to be performed, and information to be acquired, directly or indirectly in connection with the Contract.

AGREED TERMS

a) Definitions

Confidant means the person who signs this undertaking as the Confidant.

Confidential Information means information that is by its nature confidential; and

- (1) is described in Schedule 4 of the Contract; or
- (2) a party knows or ought to know is confidential,

but does not include:

- (3) information which is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation
- (4) is in the possession of the Confidant without restriction in relation to disclosure before the date of receipt from the Commonwealth; or
- (5) has been independently developed or acquired by the Confidant.

Customer's Information means any information about the Contract or any information or material provided by, or obtained from, the Customer under or in relation to the Contract.

Lobbyist has the meaning it has in the Lobbying Code of Conduct.

Personal Information has the meaning it has in section 6 of the Privacy Act 1988 (Cth).

b) Access

- (1) I understand that in the course of performing duties under the Contract, I may have access to Personal Information and Confidential Information.

c) Non-disclosure

- (1) I will treat as secret and confidential all Personal Information and Confidential Information to which I have access or which is disclosed to me.
- (2) If the Customer grants its consent for me to disclose Personal Information or Confidential Information, it may impose conditions on that consent. In particular, the Customer may require that I obtain the execution of a deed in these terms by the person to whom I propose to disclose the Personal Information or Confidential Information.
- (3) My obligations under this undertaking will not be taken to have been breached where I am legally required to disclose the Personal Information or Confidential Information.
- (4) I acknowledge that I am aware of the effect of section 16 of the Customs Administration Act 1985 dealing with protected information, and sections 70 and 79 of the Crimes Act 1914 dealing with official information and official secrets respectively.
- (5) Subject to this clause and clauses D and H, for the avoidance of doubt, no right or obligation arising from this Deed is to be read or understood as limiting the Confidant's rights to enter into public debate or criticism of the Australian Government, its agencies, employees, servants or agents.

d) Restriction on use

- (1) I will use the Personal Information or Confidential Information only for the purpose of my dealings with the Customer (whether directly or indirectly).
- (2) I will not copy or reproduce the Personal Information or Confidential Information without the approval of the Customer, will not allow any other person outside the Customer's access to the Personal Information or Confidential Information and will take all necessary precautions to prevent unauthorised access to or copying of the Personal Information or Confidential Information in my control.

e) Security

- (1) If requested by the Customer, I will cooperate in any security checks the Customer wishes to make of me and my background (including by providing information usually requested in such circumstances).

f) Conflicts of Interest

- (1) I warrant that no conflict of interest exists or is likely to arise while I am in receipt of the Customer's Information.
- (2) I will not permit any situation to arise or engage in any activity which may result in a conflict of interest with my receipt of the Customer's Information.
- (3) If required to deal with Lobbyists, I warrant that there will be no conflicts between my official duties and my relationships with Lobbyists or interests in the organisations the Lobbyists represent.

g) Powers of the Customer

- (1) Immediately on request by the Customer, I must deliver to the Customer all documents in my possession or control containing Personal Information or Confidential Information.
- (2) If at the time of such a request I am aware that documents containing Personal Information or Confidential Information are beyond my possession or control, then I must provide full details

of where the documents containing the Personal Information or Confidential Information are, and the identity of the person who has control of them.

h) Privacy Act obligations

- (1) I agree to abide by the provisions of the Privacy Act 1988 (Cth), including the Information Privacy Principles and National Privacy Principles set out in that Act, in respect of both Personal Information and Confidential Information, whether or not I am legally bound to comply with that Act and as if the definition of personal information in that Act includes Confidential Information.

i) Survival

- (1) This undertaking will survive the termination or expiry of any Contract between the Contractor and me providing for the performance of the Services or the provision of goods by me (whether directly or indirectly).

j) Indemnity

- (1) I indemnify the Customer from and against any cost or liability, loss of or damage to property, and loss or expense in dealing with claims (including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements) incurred by the Customer, which is caused or contributed to by my failure to comply with this deed.

k) Applicable law

- (1) This undertaking will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and I agree to submit to the applicable jurisdiction of the Courts of that Territory in respect of all matters arising under, or in relation to, this deed.

Signed sealed and delivered by
s47F

DELEGEN PTY LTD
5 TARONGA PLACE
MONA VALE NSW 2103

[name and address of Confidant]

in the presence of:

s47F

[Redacted signature area]

Signature of witness

s47F

[Redacted signature area]

[Signature]

s47F

[Redacted name area]

Name of witness (print)

Signed sealed and delivered by

s47F

for and on behalf of the Commonwealth of
Australia, represented by the Australian Customs
and Border Protection Service, in the presence
of:

s47F

[Redacted signature area]

Signature of witness

s47F

[Redacted signature area]

Signature of delegate

s47F

[Redacted name area]

Name of witness (print)

s47F

[Redacted name area]

Name of delegate (print)

s47F

[Redacted position area]

Position of delegate (print)

Schedule 10– Agency Order Form

The Contractor has offered under clause 51 of the Contract specified at item 1 below to provide the Deliverables and Services to Nominated Agencies. The Nominated Agency specified in item 3 below accepts this offer on the terms and conditions set out in the Contract and in this Agency Order Form. If there is an inconsistency between this Agency Order Form and any other provisions of the Contract, the terms and conditions in this Agency Order Form will prevail to the extent of any inconsistency.

1.	Contract No. and description	
2.	Names of Parties to the Contract	
3.	Customer	<i>[Insert Nominated Agency name]</i> A reference to <i>[insert name of the contracting Agency]</i> or the Customer in the Contract will be taken as a reference to <i>[the Nominated Agency]</i>
4.	Commencement Date	
5.	Customer Representative	Title: Name: Postal Address: Fax number: Email:
6.	Customer's details for Notices	Postal address: Physical address: Facsimile number:
7.	Contractor Specified Personnel	<i>[insert names]</i>
8.	Deliverables and Services required (including any changes to the Statement of Requirements)	<i>[attach additional pages if required]</i>

Schedule 11 – Additional Services

This Schedule 11 serves to act as a mechanism to enable Additional Services to be incorporated into this Contract in accordance with clause 50.15.

SCHEDULE 1 – CONTRACT DETAILS

Item number	Description	Clause Reference	Details

SCHEDULE 2 – STATEMENT OF WORKS

1. Software

Software	Version No.	No. of Copies	Format

2. Software Specifications

[Insert Specifications for the Software (attach additional pages if required)]

3. Delivery and Installation

Item	Details (attach additional pages if required)	Milestone

4. Support Services

Please refer to Schedule 12 - Service Level Agreement

Description of Services				
Technical Support	<i>Insert details of the technical support to be provided including the telephone, fax and email details</i>			
Methods and procedures for reporting Problems	<i>Insert description</i>			
Support Hours	<i>Insert hours of support, if different from that defined in clause 1.1</i>			
Remote access	<i>Insert any requirements in relation to remote access which will apply in addition to those set out in clause 18.4</i>			
Severity level	Priority level	Response time	Resolution time	Disruption minimisation measures

5. Training

Requirement	Milestone

6. Deliverables

Deliverables	Milestone

7. Documentation

Documentation	Format	Milestone

8. Acceptance Testing

Service/Deliverable	Facilities	Acceptance Criteria	Acceptance Testing Date

9. IP Register

Subject Matter	Type of IP *	Owner of IP	Ownership Type **	Permission Sought	Period of Permission

SCHEDULE 3 – PAYMENT

Costs for any Additional Services are specified in the table below.

Item	Milestone Charge (ex GST)	GST Component	Total Milestone Charge
TOTAL			

Payment of any Additional Services will be in line with the Milestones specified at item 6 of schedule 3.

SCHEDULE 4 – DESIGNATED CONFIDENTIAL INFORMATION

Confidential information of the Customer

Contract provisions / Schedules

Item	Period of Confidentiality
<i>[insert relevant items]</i>	

Contract-related Material

Item	Period of Confidentiality
<i>[insert relevant items]</i>	

Confidential information of the Contractor

Contract provisions / Schedules

Item	Period of Confidentiality
<i>[insert relevant items]</i>	

Contract-related Material

Item	Period of Confidentiality
<i>[insert relevant items]</i>	

SCHEDULE 5 – CUSTOMER'S REQUIREMENTS

[Insert any additional legislative or operation requirements that relate to the Additional Services.]

SCHEDULE 8 – OPEN SOURCE LICENCE

[Insert here the provisions of the Open Source Licence which will govern the use of the Open Source software provided under this Contract (if any). Note that the terms set out in this schedule will prevail over the Agreed Terms to the extent of any inconsistency.]

Signed for and on behalf of the **[insert name of Customer]** by its duly authorised delegate in the presence of

_____	←	_____	←
Signature of witness		Signature of delegate	
_____		_____	
Name of witness (print)		Name of delegate (print)	

		Position of delegate (print)	

[Select one of the following execution clauses. Where the Contractor is a company with multiple directors, select the first execution block below, otherwise, select the second option.]

Executed by [insert name of company] in accordance with Section 127 of the Corporations Act 2001 in the presence of

_____	←	_____	←
Signature of director		Signature of director/company secretary (Please delete as applicable)	
_____		_____	
Name of director (print)		Name of director/company secretary (print)	

Signed by [insert contracting party name] in the presence of

_____	←	_____	←
Signature of witness		Signature of Contractor	

Name of witness (print)			

Schedule 12 – Service Level Agreement

1 AGREEMENT OVERVIEW

1.1 Purpose

- 1.1.1 The aim of this document is to provide a Service Level Agreement (SLA) that is approved and agreed by both the Customer and the Contractor to support the supplied baseLINE Solution for the duration of the contract.
- 1.1.2 This SLA covers the required engineering, maintenance, supply and training support elements of the baseLINE software, hardware and manuals, forms and procedures, as requested by the Customer.

1.2 Goals and Objectives

- 1.2.1 The primary objectives of this SLA are:
 - (a) To support the baseLINE solution so that it provides The Customer with the intended capabilities, supporting relevant business requirements as described in the System Configuration Specification.
 - (b) To ensure that The Customer is supported with trained and competent users that have the tools they need to manage the baseLINE solution.
 - (c) To create a long term business relationship between both The Contractor and The Customer, ensuring effective long term product support.
 - (d) To define the responsibilities of both parties taking part.
 - (e) To detail the service to be delivered by The Contractor and the level of service which can be expected by The Customer, thereby reducing the risk of misunderstandings.
 - (f) To implement a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data.
 - (g) To provide a common understanding of service and support requirements / capabilities and of the principles involved in the measurement of those service and support levels.
 - (h) To provide for all parties to the SLA a single, easily referenced document which caters for all objectives as listed above.
 - (i) This SLA is derived from the Support Management Plan, which details the support framework utilised by The Contractor.

1.3 Key Stakeholders – Point of Contact

- 1.3.1 The key stakeholders and contact information for both the Customer and the Contractor are identified at Items 3 & 4 (respectively) of Schedule 1 – Contract Details, to this Contract.

2 SERVICE AGREEMENT

2.1 Major Support Elements

- 2.1.1 The System support elements of the (Application) System include:
 - (a) Software (Clause 18 at Part 2 of this Contract);
 - (b) Hardware (Clause 27 at Part 3 of this Contract); and

- (c) Manuals, Forms and Procedures (MF&P) (Clause 8 at Part 1 of this Contract).

2.2 Software

- 2.2.1 Item 2 of Schedule 2 to this Contract identifies the supported baseLINE software

2.3 Hardware

- 2.3.1 Item 15 of Schedule 2 to this Contract identifies the supported hardware.

2.4 Manual Forms and Procedures (MF&P)

- 2.4.1 The MF&P for this baseLINE Solution includes the following:
 - (a) Item 9 and Item 19 of Schedule 2 to this Contract;
 - (b) The above document(s) are regarded as a deliverable to The Customer. All documentation will be controlled, maintained and produced by The Contractor as required in the support arrangement.

2.5 Proposed Arrangements

- 2.5.1 Each support element above will be supported differently, however will be based on the following support categories:
 - (a) Engineering Support (Clause 19 at Part 2 & Clause 32 at Part C of this Contract);
 - (b) Maintenance Support (Clause 18 at Part 2 & Clause 27 at Part C of this Contract);
 - (c) Supply Support (Clause 18 at Part 2 & Clause 27 at Part C of this Contract); and
 - (d) Training Support (Clause 18 at Part 2 of this Contract).

- 2.5. The Contractor will provide support services for these categories at the different levels of support detailed below.

2.6 Assumptions

- 2.6.1 The Contractor's support framework relies on the correct and detailed relay of information provided by the personnel registering the support on the identified problem(s) and cause(s). If incorrect information is provided this may delay or hinder the support required and the subsequent resolution.

2.7 Constraints or Limitations

- 2.7.1 Most of The Contractor's support mechanisms rely on telephone, ISP, network functionality and The Contractor's Head Office availability. Any disruptions to access these items, due to unforeseen circumstances (i.e. significant power outages, ISP disruptions, etc) may cause a delay or hinder the support required and the subsequent resolution. The Contractor have contingency methods installed (i.e. redirection of telephone services, network UPS functionality, etc) to reduce the possibility of disruptions and delays.
- 2.7.2 Other limitations include the use of the operating system and (list any other third party software that client owns) that the baseLINE Solution utilises. If any of these items are changed the support of the baseLINE Solution may become dysfunctional and therefore will require additional and unexpected support.

2.8 Support Costs

- 2.8.1 Support and Maintenance Services Costs are identified in Schedule 3 of this contract. This fee will cover all support and maintenance identified in the contract. Exceptions to this support are identified in the contract at paragraph 18.3 and 30. If the support services at paragraphs 18.3 and 30 are required and/or if additional training, system enhancements are realised and/or additional MF&P are required, they will be costed on an ad hoc basis in accordance with the costs identified in Appendix A of this Schedule. These support services will be provided by The Contractor on an 'as required' basis.

- 2.8.2 A register of support services provided by The Contractor to The Customer will be completed detailing the Service Registration Number and amount of time to finalise the service requested.

3 SUPPORT FUNCTIONAL OVERVIEW

3.1 Level of Support

- 3.1.1 This agreement identifies the level of support that can be utilised by The Customer. The level of support that is chosen depends on the requirement of the client; however The Contractor will advise which support levels will achieve the most effective outcome during the initial registration of the support requirement.

- 3.1.2 The Contractor offers three distinct levels of support. Each level of support will be assigned a Client Liaison Manager (CLM) to deliver the required support.

- 3.1.3 Each support requirement may contain more than one level of support. The levels of support are as follows:

(a) **Level One - On Site Support**

- (i) This level of support will be initially registered by telephone, however if another level of support below is used and The Contractor decides that the support can only be achieved by Level One interaction then this will be explained to The Customer and this level of support will be used.
- (ii) The Contractor will visit the designated site at an agreed date and time to conduct the support category identified.
- (iii) Travel costs for site visits are detailed in Appendix A. The type of travel will be dictated by the urgency of the support request, the travel distance and the most economical method of travel. Depending on the length of stay travel may incur additional accommodation costs. The Customer representative will be made aware of all travel requirements prior to any bookings made.

(b) **Level Two - Telephone or Email Support**

- (i) A monitored help desk contact telephone number and email address (monitored during normal business hours) that will be provided to register the support requirement. This will allow off site assistance through the assigned CLM by further telephone consultation.

(c) **Level Three - Web Based Log**

- (i) The Contractor website enables the status of all prior and current project tasks to be logged and viewed from one central portal. Users can create a job using the "Create Job" function which can be tracked for resolution using the "My Jobs" function. Enhancements required can also be created in this portal, however would normally be negotiated outside this level of support.
- (ii) The portal is an essential hub for viewing and downloading the latest approved version of relevant baseLINE software, software patches and all related system user, planning, design, development, implementation and support documentation. Questions generated by stakeholders will be answered by the Contractor Support Network using the "Feedback" function.

3.2 Support Level Matrix

- 3.2.1 The level of support is defined by the following table which details a matrix of the system elements against the support categories identified above.

Support Level Matrix

Element	ENGINEERING	MAINTENANCE	SUPPLY	TRAINING
---------	-------------	-------------	--------	----------

SOFTWARE	1, 2, 3	1, 2, 3	2, 3	1
HARDWARE	1, 2, 3	1, 2, 3	2, 3	1
MF&P	N/A	N/A	2, 3	N/A

4 SUPPORT DESCRIPTION

4.1 Description

- 4.1.1 As detailed above, the four support categories include Engineering, Maintenance, Supply and Training support. The following paragraphs provide a description of these categories of support that are available under this agreement to the system element supplies.

4.2 Engineering Support

- 4.2.1 Engineering support consists of the support on software and hardware for existing functionality and further development, modification and configuration of these supplies.
- 4.2.2 As indicated previously the Contractor software is made up of the baseLINE software which is supplied by the Contractor and accessed by the Customer.
- 4.2.3 The software support extends to the baseLINE software only and it's interaction with the other installed applications. The Contractor is not responsible to support the Standard Operating Environment (SOE), operating system nor is it able to support any other prerequisite Microsoft installed products.
- 4.2.4 If a software fault / problem cannot be resolved by the users as identified in the baseLINE User Manual or through internal system IT support, it should be directed to The Contractor utilising the required level of support defined above to rectify. If a user requires software support for an existing process (not a fault / problem but requires direction on software functionality), the level of support detailed previously can also be utilised.
- 4.2.5 If not explicitly detailed, once a software support request has been registered, utilising the required level of support, a determination will be made by the Contractor to assess whether the support is due to:
- (a) end user guidance on existing functionality,
 - (b) a fault / problem with existing functionality induced by the end user,
 - (c) a fault / problem with existing functionality not induced by the end user (existing software), or
 - (d) an enhancement to existing functionality in accordance with the System Configuration Specification.
- 4.2.6 If the result of that determination defines the support required as an enhancement, feedback will be provided to the Customer representative and once agreed back to the user requesting the support.
- 4.2.7 Enhancements will require the approval of the Customer representative prior to proceeding with the required changes to the software. All enhancements will be costed on a "case by case" basis due to the amount of time and effort required to implement the change. The hourly cost figures detailed in Appendix A will be used for any approved enhancements to the software.
- 4.2.8 Enhancements may invoke other support elements and categories such as changes to the appropriate MF&P support element and training support capability.
- 4.2.9 All software rectification that affects existing functionality will be provided. If the support is isolated to one installation the appropriate "fix" will be conducted as appropriate. Most software defects however, will need to have the "fix" applied to all systems (where applicable). In these cases a "patch", service pack or new version of software will be provided and installed to existing systems.

- 4.2.10 Faults / problems that affect existing functionality not induced by the end user (software “bugs”, etc) will be performed at no cost to the Customer.
- 4.2.11 If the support required is end user guidance on existing functionality the requested or appropriate level of support will be used and will be costed as per the rates detailed in Appendix A.
- 4.2.12 The Contractor is responsible for maintaining the configuration and version control of the baseLINE Solution and will provide the Customer representative with the latest configuration status at all times and appropriate times for installation of patches, service packs or new versions.
- 4.2.13 Apart from support registrations and the associated fixes, The Contractor will periodically review and test the baseLINE Solution. If as a result of this review changes are identified to rectify defects with existing functionality, the mechanisms above will also be deployed and notified through the Customer representative.
- 4.2.14 As a result of this review, the Contractor will also identify enhancements to the system which could improve performance and / or increase the functionality. The Contractor will continue to liaise with the Customer representative with the details and costs of potential upgrades to the system prior to installation.
- 4.2.15 The potential of the baseLINE Solution not functioning correctly exists if any changes to the SOE, operating system or the Customer network are conducted. This would include, but not be limited to any new network security protocols installed, deletion or addition of files and registry settings, image updates, etc. If any changes are to be included the Customer representative is to inform the Contractor within reasonable timeframes, and supply the Contractor with the associated changes for system testing and compliance. This support will require to be costed on an ad hoc basis.
- 4.2.16 The Contractor will install the latest relevant software patches and updates for the baseLINE Solution as required on approval from the Customer representative.
- 4.2.17 All hardware for the system is procured locally from local suppliers as COTS items. All hardware assembly and testing is conducted by the Contractor.
- 4.2.18 Hardware faults that cannot be resolved by the users as identified in the trouble shooting section of the baseLINE User Manual should be directed to the Contractor utilising the required level of support defined above to rectify.
- 4.2.19 If hardware items cannot be immediately resolved by the Contractor using the levels of support above, the item should be sent back to the Contractor for repair or replacement.
- 4.2.20 All repairable items should be sent to:
- Relegen Pty.Ltd.
5 Taronga Place
Mona Vale
NSW 2103
Australia*
- 4.2.21 Most hardware items in the baseLINE Solution are Repair by Replacement with enough redundancy built in to ensure the system continues to function correctly. When a defective item is returned to The Contractor a determination will be made whether repair of the item is cost effective or should be replaced. Each hardware repair will require authorisation from the designated Customer representative. Items replaced are fully tested using specialised Contractor testing equipment before they are returned to service
- 4.2.22 As these hardware items are COTS, hardware will be continually monitored for obsolescence issues and The Contractor will provide subsequent alternatives if the need arises, without reducing the system’s functionality and capability. This should cause only minor changes to configuration, however the Customer will be informed through the associated representative of any issues realised.
- 4.2.23 There are currently nil limitations realised for the hardware as specified.
- 4.2.24 All MF&P is written, maintained and controlled by the Contractor. As a change is undertaken to any of the Support Elements the respective MF&P may require updating.

- 4.2.25 The Contractor will undertake all required changes, publish hard copies as required and post electronic copies to the website for the Customer download.
- 4.2.26 Hard copies will be produced upon request and will incur costs identified at Appendix A. Due to the size of the amendments only amended pages may be supplied. This determination will be undertaken by The Contractor through the Customer representative.
- 4.2.27 The Customer representative will be informed when an amendment or new publication version when any MF&P amendment(s) occur.

4.3 Maintenance Support

- 4.3.1 Maintenance support consists of the support on hardware and software for existing functionality and configuration of these supplies.
- 4.3.2 The Contractor will provide access to the latest relevant maintenance information for (Application). These products will be available from the Contractor website.
- 4.3.3 Hardware maintenance of the (Application) system includes corrective maintenance activities only as there are no planned maintenance activities identified for this baseLINE Solution.
- 4.3.4 Corrective Maintenance. As most of the baseLINE Solution contain COTS and 'Repair by Replacement' items there are no corrective action or assembly instructions for these items identified at the user level. All defect maintenance should be conducted utilising the trouble shooting section of the baseLINE User Manual in the first instance and if a defect persists or reoccurs the desired level of support detailed above should be utilised.
- 4.3.5 There are no hardware calibration requirements for the baseLINE hardware.
- 4.3.6 Software maintenance only relates to defect maintenance reporting and repair which has been covered under the Engineering support section above. Additionally as also stated in the Engineering support section the Contractor will continually review and test their suite of software products, which includes the baseLINE software. If as a result of this review changes are identified to rectify defects with existing functionality, the mechanisms above will also be deployed through the Customer representative.
- 4.3.7 Defect Maintenance will either be conducted on site or at The Contractor's Head Office workshop and test facility as appropriate and as identified in the level of support required.

4.4 Supply Support

- 4.4.1 When requested by the Customer Representative, all hardware items identified in Schedule 2 Item 15 of this contract will be supported and procured by The Contractor to ensure the recommended quantities are maintained for in service units and spares holdings. Outside of these quantities special orders for equipment and entire kits can be provided by the Contractor on an ad hoc basis, however lead times may differ depending on quantities ordered.
- 4.4.2 All spares required to support the baseLINE Solution are procured through local Australian providers, however some of these providers act as distributors only and will procure the required items from global markets.
- 4.4.3 The Contractor will write, publish and control all of the required documentation deliverables. Supply of MF&P can be conducted in accordance with the defined levels of support above and will take a maximum time of ten working days for delivery when requested.

4.5 Training Support

- 4.5.1 The Contractor will reserve the right to provide training for all roles of the baseLINE Solution.
- 4.5.2 The Contractor will support and provide the following training courses to each system role as follows:

- (a) Administrator - Administrator training will include all of the functionality of the baseLINE Solution for each role. They will be trained in all aspects of the system to allow them to conduct their administrative role.
- (b) User - User training will include only those permissions for a User of the baseLINE Solution.
- (c) Support – Support training will include all of the functionality of the baseLINE Solution for each role. They will be trained in all aspects of the system to allow them to conduct their support role and as they will usually be the initial person identified to rectify any issues encountered by the users.

4.5.3 The following course duration applies for the courses as follows:

- (a) baseLINE Solution Administrator Course – 24 hours duration
- (b) baseLINE Solution User Course – 16 hours duration
- (c) baseLINE Solution Support Course – 24 hours duration

4.5.4 Each course will have a maximum of eight personnel nominated and will be conducted using one Contractor Instructor.

4.5.5 The courses can be conducted at either the Contractor's head office location in the Training Delivery Room or at an approved Customer training site. The Contractor's Training Delivery Room consists of all of the required instruction aids to complete the necessary course(s).

4.5.6 If the Customer site is to be utilised The Contractor staff will require the following instructor aids:

- (a) Travel expenses for The Contractor staff to conduct the course. See Appendix A for travel costs.
- (b) Projector and Screen.
- (c) Whiteboard and Markers.
- (d) User terminals that have baseLINE Solution access for each student.
- (e) The Contractor will provide all necessary documentation and stationary required.

4.5.7 Personnel attending the courses should have the following prerequisites:

- (a) The preference is for personnel nominated for courses to have a sound knowledge of computer principles, however is not essential.
- (b) Students should also have a sound knowledge in The Customer's processes conducive to their role.

4.5.8 The Contractor will provide all course documentation required for each course. This will include baseLINE Training Guides for all students to retain.

4.5.9 All baseLINE courses will be managed and recognised under the baseLINE Training Framework. Each participant will be issued a Contractor Course Certificate of Attendance on the successful completion of the subject course attended.

4.5.10 The Contractor will hold a register of all personnel that have undergone and completed baseLINE courses and will supply this information to the Customer representative on completion.

5 ROLES AND RESPONSIBILITIES

5.1 General

- 5.1.1 The Contractor will provide the sole support for the System; however the efficiency and effectiveness of this support will depend on the ability for both parties to understand their respective responsibilities.

5.2 The Customer Responsibilities

- 5.2.1 The Customer support role responsibilities are defined as follows:

- (a) Undertake use of the product as specified in the baseLINE User Manual and associated training only.
- (b) Understand the level of support required and defined for each System Support Element and Capability.
- (c) Timely report of all defects encountered where support is required and defined by The Contractor.
- (d) Effective communication to the Contractor through designated representatives.
- (e) Provision of required amendments to all support elements to The Contractor.
- (f) Provision of information when other the Customer sites will require the rollout of the baseLINE Solution.
- (g) Provision of associated site data for new sites that require the roll out of the baseLINE Solution.
- (h) Use the Contractor support tools, such as the Contractor website, to provide feedback on support mechanisms and services to the Contractor.

5.3 The Contractor Responsibilities

- 5.3.1 The Contractor's support role responsibilities are defined as follows:

- (a) Provision of required levels of support as defined in this SLA.
- (b) Provision of specifically qualified personnel to undertake support tasks.
- (c) Provision of services to ensure specifically qualified personnel are able to use the System at the designated user levels.
- (d) Provision of services to ensure that any system updates are to be applied as required.
- (e) Provision of problem report registration.
- (f) Resolution, monitoring, and client updates on reported problems.
- (g) Internal periodic system testing and improvement.
- (h) Application of software 'patches' and 'service packs' as applicable.
- (i) Information regarding new system versions and configuration including applicability to the client with details of changes

APPENDIX A

A1 Service Level Agreement Rates

- A1.1 The following rates are the rates The Contractor will utilise for the required services in this SLA. All rates are exclusive of GST.
- A1.2 These rates, identified at Appendix A to this Schedule 12, will be subject to CPI increases which will come into effect 01 July annually for the duration of the contract.

A2 Engineering Services

- A2.1 The following rates apply to the Contractor's assistance for the Customer end users to engage engineering support services at the three levels of support.
- A2.2 This will include the registration, client interaction, implementation and feedback of the support level required. Some support services will include a combination of these levels depending on the level utilised.

Services	Description	Provider	Units	Price
Engineering				
Level 1 Support	s47			
Level 2 Support				
Level 3 Support				

- A2.3 The following rates apply to engineering support for required software enhancements that require the use of software developers.

Services	Description	Provider	Units	Price
Engineering				
Software Enhancements	Software Development	s47		
Services	Description	Provider	Units	Price
Engineering				
		s47		

- A2.4 The following rates apply to engineering support for documentation services

Services	Description	Provider	Units	Price
Engineering				
MF&P Support	Documentation Development	s47		

A3 Maintenance Services

- A3.1 The following rates apply to the Contractor's assistance for the Customer end users to engage maintenance support services at the three levels of support.

- A3.2 This will include the registration, client interaction, implementation and feedback of the support level required. Some support services will include a combination of these levels depending on the level utilised.

Services	Description	Provider	Units	Price
Maintenance				
Level 1 Support	s47			
Level 2 Support				
Level 3 Support				

A4 Supply Services

- A4.1 The following rates apply to the Contractor's assistance for The Customer end users to engage supply support services. The level 2 and 3 will include the registration, client interaction, implementation and feedback of the training support required.

Services	Description	Provider	Units	Price
Supply				
Level 2 Support	s47			
Level 3 Support				

A5 Training Services

- A5.1 The following rates apply to the Contractor's assistance for The Customer end users to engage training support services. Training is only performed at level one; however level 2 and 3 will include the registration, client interaction, implementation and feedback of the training support required.

Services	Description	Provider	Units	Price
Training				
Level 2 Support	s47			
Level 3 Support				

- A5.2 The following rates apply to the (Application) training services.

Services	Description	Provider	Units	Price
Training				
Customer On Site Training	s47			

Training at The Contractor Offices
Training development
Training Administration

s47

A6 Travel

- A6.1 Travel will be required for all level one support engineering services and all training services if conducted at the Customer's sites.
- A6.2 Flight and accommodation costs will be determined as at Item 11 of Part B of Schedule 3 to this Contract. All flight travel and accommodation will require endorsement from the Customer representative prior to bookings being made.

Signing page

EXECUTED as an agreement.

Signed for and on behalf of the
Australian Customs and Border Protection
Service
2 Constitution Avenue
Canberra ACT 2600
ABN: 66 015 286 036

by its duly authorised delegate in the presence of

s47F

Signature of witness

s47F

Name of witness (print)

s47F

Signature of delegate

s47F

Name of delegate (print)

s47F

Position of delegate (print)

Executed by Relegen Pty Ltd (ABN: 75 092 239
220) in accordance with Section 127 of the
Corporations Act 2001 in the presence of

s47F

Signature of director

s47F

Name of director (print)

s47F

Signature of ~~director~~/company secretary
(Please delete as applicable)

s47F

Name of ~~director~~/company secretary (print)

Attachment A to Schedule 2: Business Requirements - Scenarios

(see attached document of same name)

Attachment B – SOE and Future Technology Roadmap (Abridged), July 2009

SOE and Future Technology Roadmap (abridged)

July 2009

Published date: July 2009

Subject: *SOE and future technology roadmap, July 2009*

Purpose: *Summarise Customs and Border Protection's Standard Operating Environment and directions for the major areas of technology that the organisation uses.*

Owner: s47F IT Strategy, Architecture and Security

Category: *Technology*

Contact: s47F IT Architecture, s47F

How the Standards are defined

Technology will be rated as follows:

- **Core Technology components.**
Deployment of SOE Core components does not require any SOE notification or approval. Core technology components are those selected and approved to meet the strategic, architectural and operational needs of Customs IT Division. All new system developments and major system enhancements must use SOE Core components wherever possible. In the future Customs IT Division will develop reference architectures to guide the design and use of core components to meet requirements.
- **Declining Technology components.**
Declining technology components are restricted components that are already deployed within Customs but are no longer strategic to Customs long term goals. These components will continue to be supported at their present level until they are retired. Introducing a new instance of a declining component must be avoided.
- **Future Technology components.**
Future Technology components represent a potential change in direction or currently under review. This is not necessarily finalised until an agreed adoption date. Once the agreed adoption date is set it becomes part of the core technology components.

Standard Operation Environment

Technology	Declining Technology components	Core Technology components	Future
Platforms			
Mainframe	None	s47E(d)	
UNIX	All other configurations		
MS Windows (Business Application Servers)			
MS Windows (Infrastructure Servers – eg: AD, e-mail, File & Print etc)			
Office workstations	All non SOE		

Technology	Declining Technology components	Core Technology components	Future
		s47E(d)	
Developer workstation	All non SOE		
Mobile computing device	All non SOE		
Remote Access device Terminal Services	N/A		
Network			
Wide Area Network	All others	s47E(d)	
Network Protocols	All Others		
WAN Optimisation	N/A		
Inter Agency connections	All Others		
Building / Campus Backbone	All Others		
Data Centre LAN BackBone	100 Mps		
Data Centre SAN BackBone	1 Gbit Fibre Channel		
Office LAN	All Others		
Database Management Systems			
Mainframe DBMS	N/A	s47E(d)	

Technology	Declining Technology components
Midrange DBMS	Sybase, Informix All others
End User (supporting less than 10 or so users and localised to a single site)	All Others
Data Warehouse	
Analytical Platform	SQL Server
Data Mart	Sybase IQ
OLAP (Online Analytical Processing)	

s47E(d)

Middleware and Integration

EAI (Enterprise Application Integration)	All Others
Web Server Software	All Others
Web Hosting	

s47E(d)

Technology	Declining Technology components	Core Technology components	Future
		s47E(d)	
Application server Software	Borland Application server All Others		
Web Services			
Portal			
Content Management			
Document Management			
Records Management			
G2G			
B2G			
Office Productivity			
Mail Server	All Others	s47E(d)	
Mail Client	All Others		
Desktop Office Suite	All Others		
Instant Messenger	None		
Video conference			
Internet browser			

Technology	Declining Technology components	Core Technology components	Future
Security			
Identity directory	Novell edirectory All Others	s47E(d)	
User Provisioning	Manual		
Authentication model for shippers			
Network level Encryption			
Authentication model for Staff			
Audit Logging			
Internal User password self service			
Secure Email			
Email Protective Marking			
Application Development			
Applications Internal Use		s47E(d)	
Web Services			
Management Information (ETL)			

Technology	Declining Technology components	Core Technology components	Future
		s47E(d)	
Management Information Reporting			
Management Information Visualisation			
Application Development			
Software configuration Management	All Others		
Test Management			
Systems Management			
Incident\Problem\Change\Config		s47E(d)	
System Monitoring			

Technology	Declining Technology components	Core Technology components	Future
		s47E(d)	
Event Management			
Desktop Software deployment			
Network Monitoring & Management			
Traffic Monitoring			
Application/Server			
Network Performance Monitoring			