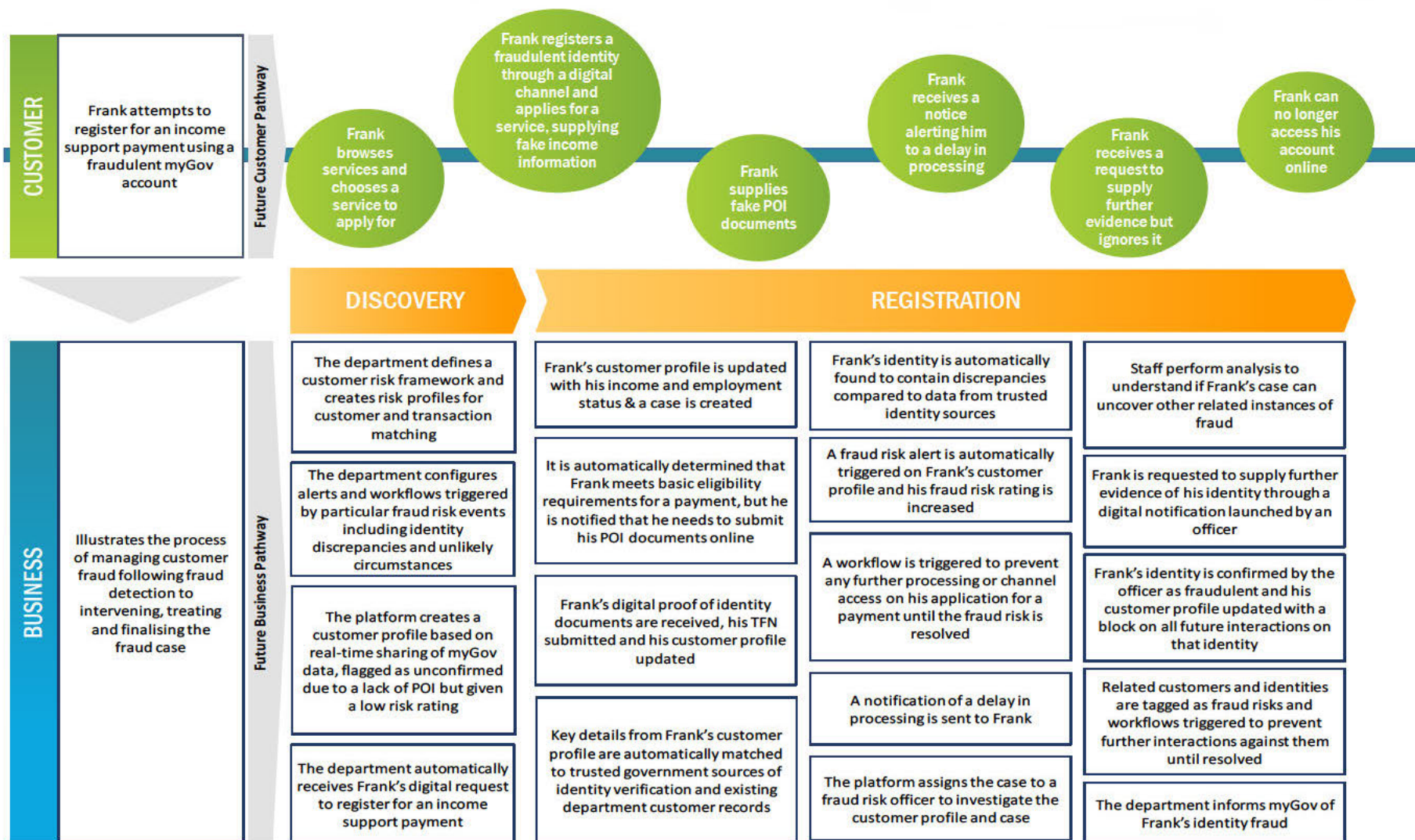


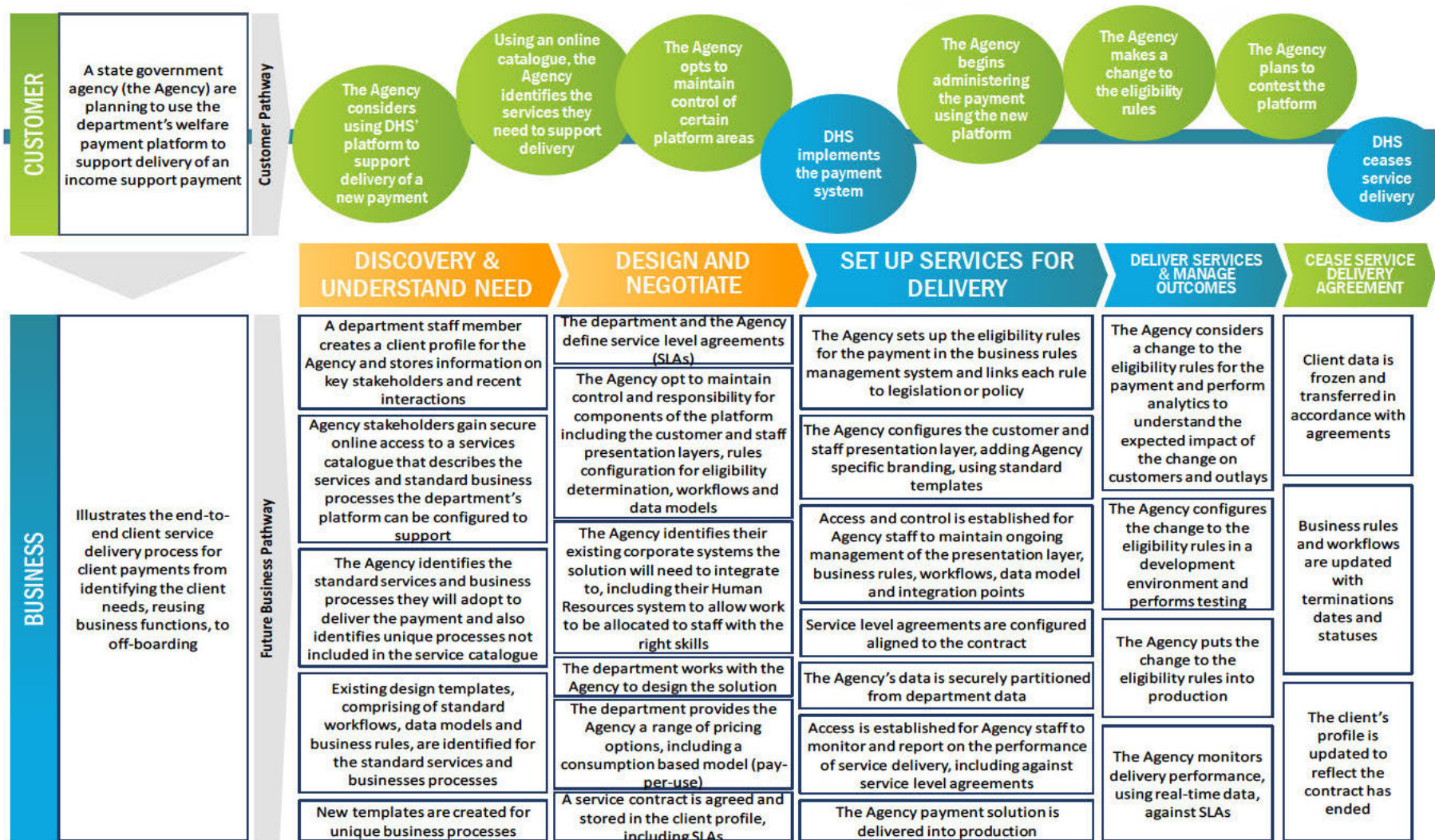
This scenario is a purely hypothetical statement for the purpose of evaluating potential future needs, and is not intended to reflect either current or future legislation or policy.

Figure 19 - Scenario 6 – Customer Debt



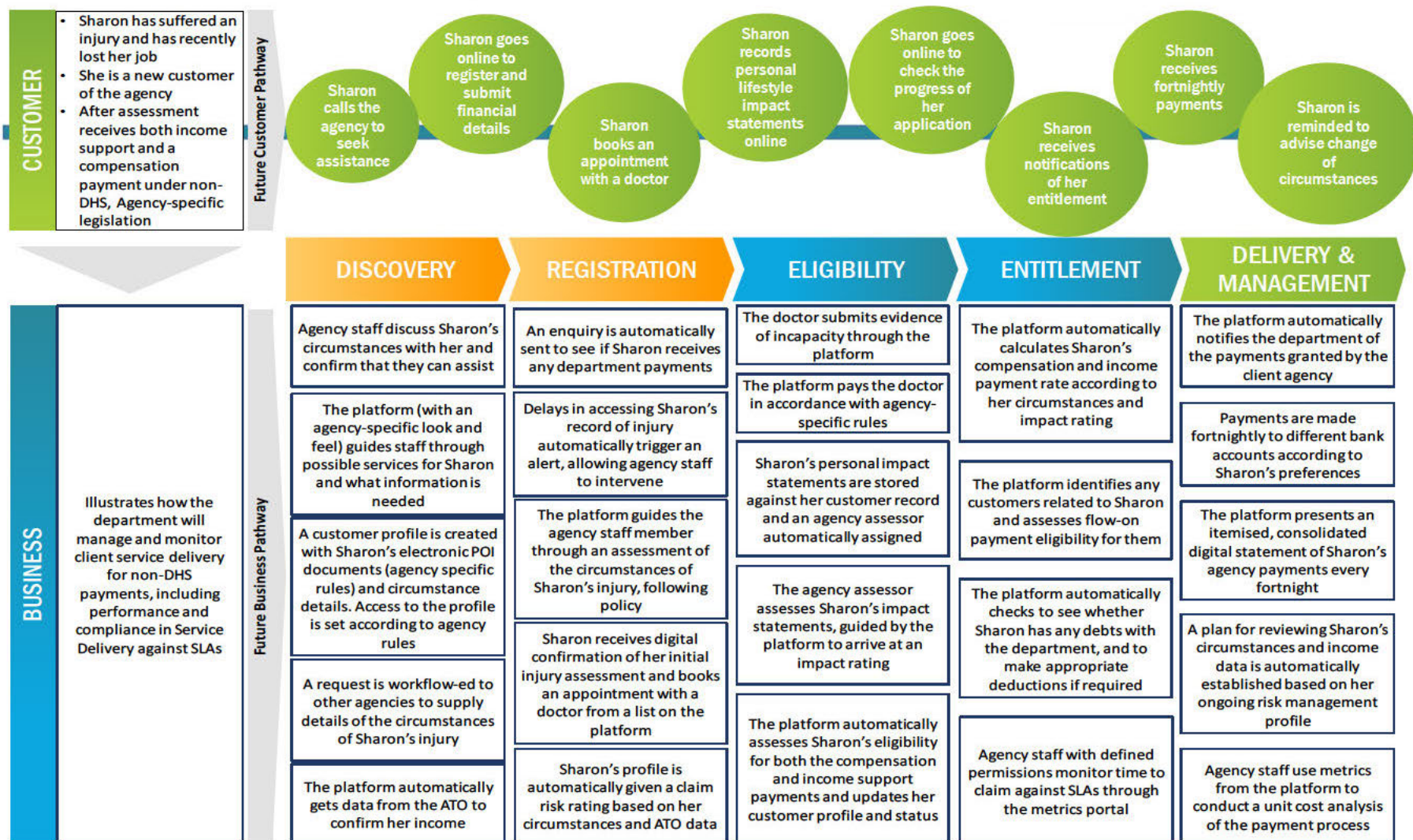
This scenario is a purely hypothetical statement for the purpose of evaluating potential future needs, and is not intended to reflect either current or future legislation or policy.

Figure 20 - Scenario 7 – Fraud Management



This scenario is a purely hypothetical statement for the purpose of evaluating potential future needs, and is not intended to reflect either current or future legislation or policy.

Figure 21 - Scenario 8 – Providing a Social Services Platform



This scenario is a purely hypothetical statement for the purpose of evaluating potential future needs, and is not intended to reflect either current or future legislation or policy.

Figure 22 - Scenario 9 – Delivering with a Client

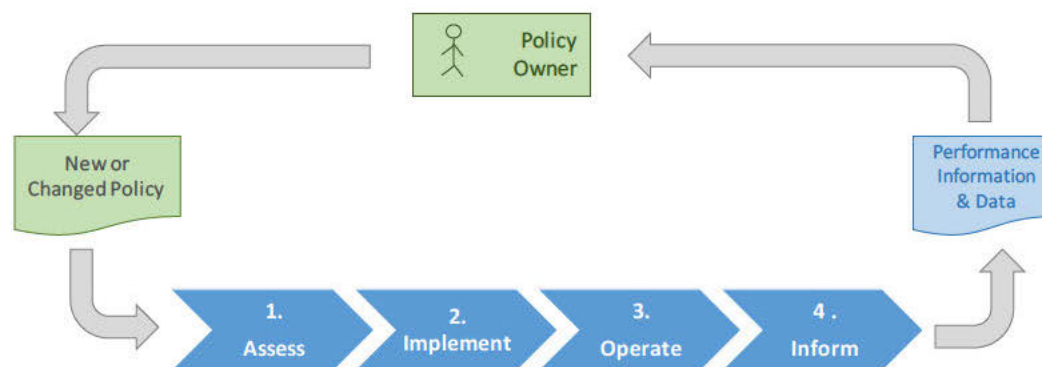
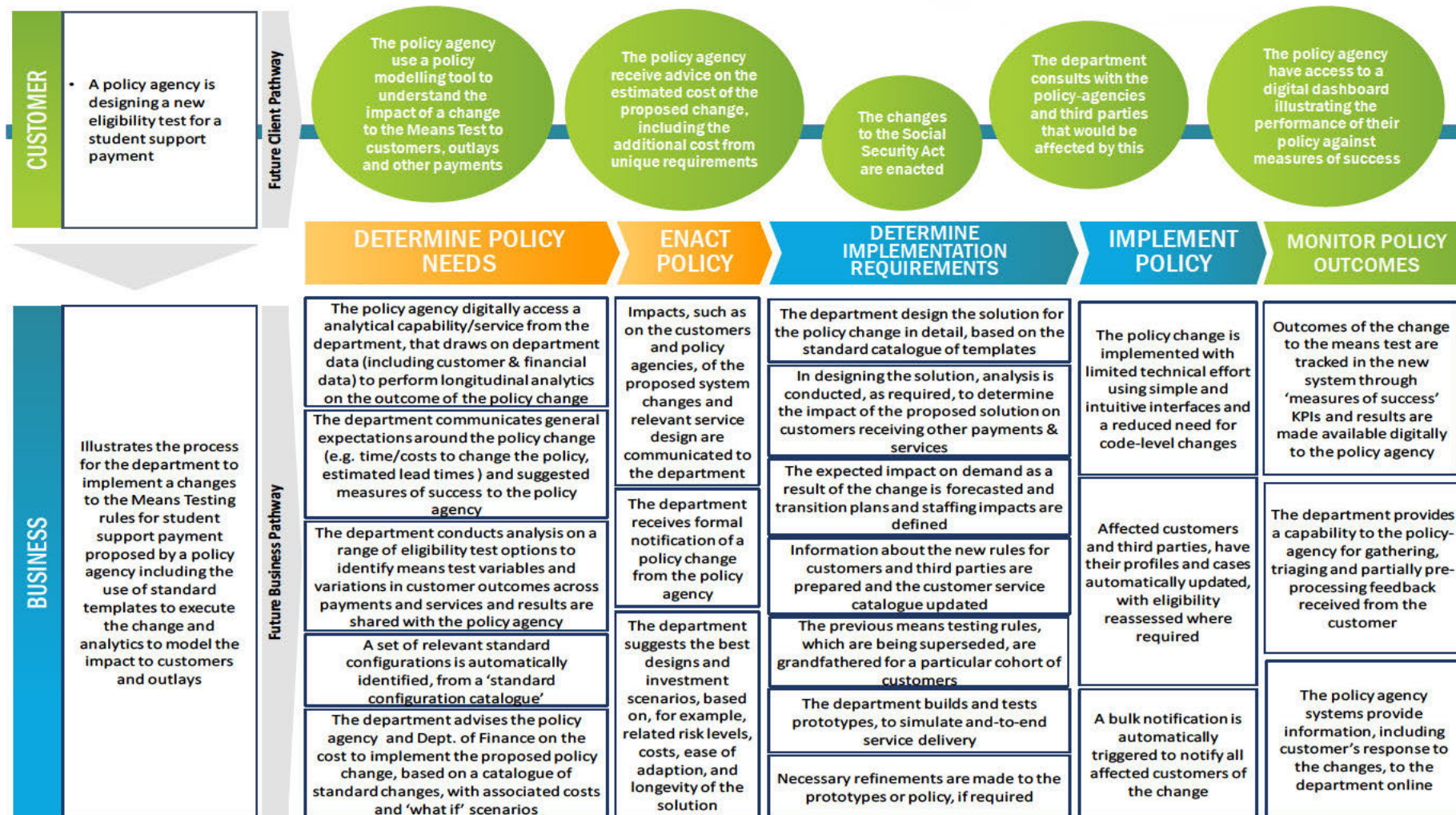


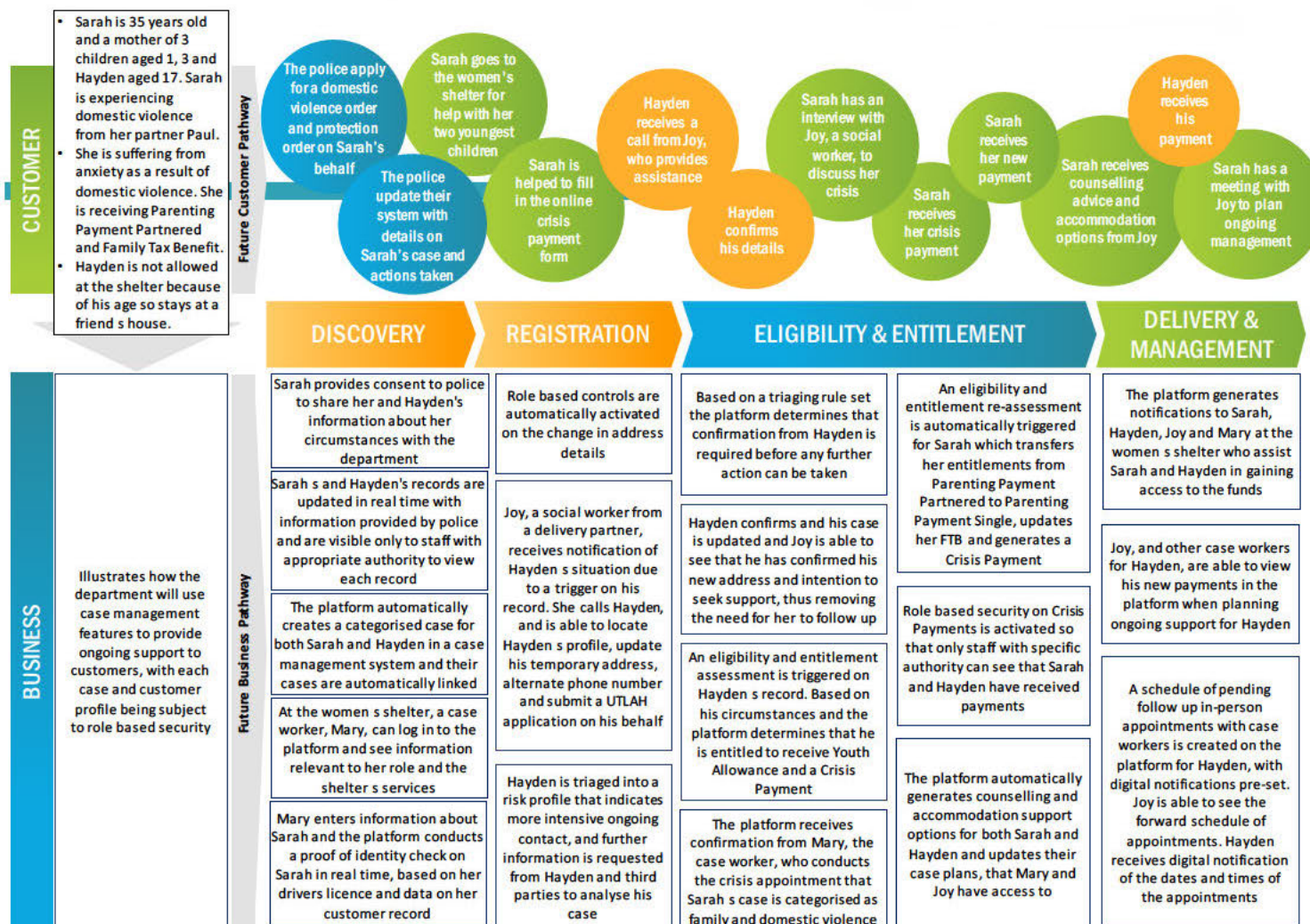
Figure 23 - Conceptual policy lifecycle

1. **Assess** – Upon receipt of new policy from the policy owner the department undertakes an outcome assessment to determine the best service delivery options for achieving the policy intent.
2. **Implement** – The department will seek to implement the changes to the new system including updates to business processes, information, data collection needs and the application of business rules for Eligibility, Entitlement etc. In addition to implementation it is critical that the associated implementation of policy (processes, information, data and business rules) is done in a manner that is sustainable for the long term i.e. designed to reduce the complexity required to manage complex rules and process sets for the next twenty years. The use of pattern driven common templates will be essential to speeding implementation timeframes in a sustainable manner.
3. **Operate** – The operation of the new System to support service delivery of products to Customers. As policy agility and analysis are key requirements the underlying system must be designed to support the capture of data that informs the achievement policy outcomes for both service deliver and individual welfare.
4. **Inform** – The System will collect data and information on the operation of the policy derived from the new System. This information can analysed and reported on using advanced reporting and analytics capabilities and provided to the policy owners for their analysis. The ability to achieve improved reporting will be directly related to the improvement in data quality combined with the fact that the new system data design must take policy information reporting on-board as an initial requirement and design criteria.



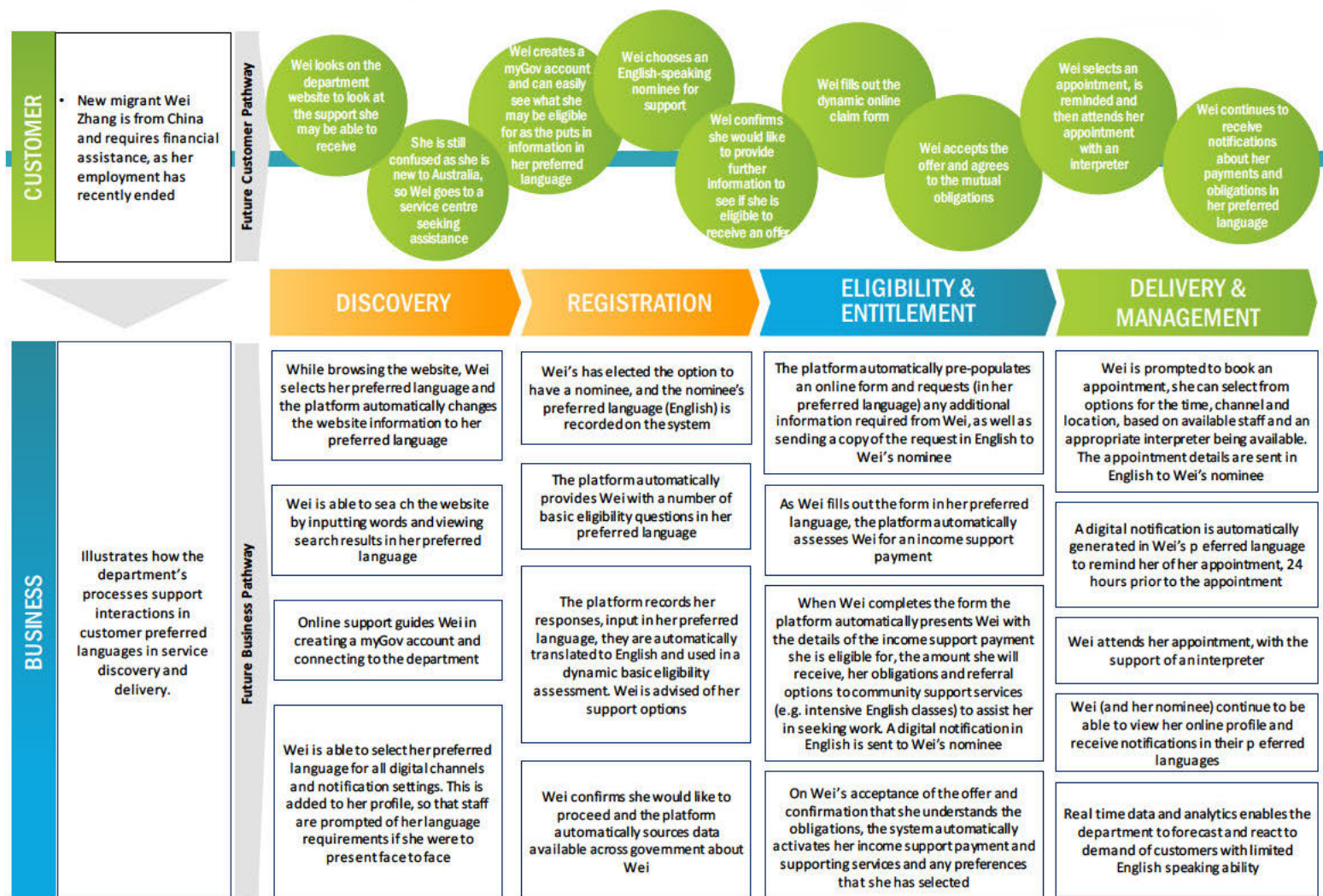
This scenario is a purely hypothetical statement for the purpose of evaluating potential future needs, and is not intended to reflect either current or future legislation or policy.

Figure 24 - Scenario 10 – Policy Agility



This scenario is a purely hypothetical statement for the purpose of evaluating potential future needs, and is not intended to reflect either current or future legislation or policy.

Figure 25 - Scenario 11 – Case Management and Role Security



This scenario is a purely hypothetical statement for the purpose of evaluating potential future needs, and is not intended to reflect either current or future legislation or policy.

Figure 26 - Scenario 12 – Multilingual

23. Product Features

In addition to the business scenarios the department has identified a set of Product Feature Categories. These Product Features Categories are the enabling building-blocks that the future Welfare Payment System must deliver.

23.1 Overview

The WPIT Programme has developed a set of Product Features categorised into groups that are assumed will be required in delivering the Solution. These Categories cover both the business and technical functionality that is conceptually required to be present in either products provided by Tenderers or other supporting technologies. Product Features have been categorised based on common functionality, and are not prescriptive about how the final solution needs to be designed, delivered or supported.

The following diagram provides ten Product Feature Categories and shows the underpinning Product Features:

- a) the box colour indicates whether the Product Feature is within the scope of WPIT, those partially implemented by WPIT, reuse/integrate with existing capability or those where the new System will need to integrate with existing capability;
- b) the coloured border indicates whether the feature is a direct interaction or implied within the business scenarios; and
- c) each Product Feature is numbered. The Product Features Categories are summarised below. They are defined in the CSV RFT and SI RFT Statement of Requirements. This will allow Tenderers to identify how their product will 'fit' with the Product Features and allow Tenderers to demonstrate capability.

It is anticipated that the System will be based upon a core applications architecture leveraging a dominant software platform. The use of a dominant platform will assist the department to reduce technology diversity and reduce the need for bespoke integration.

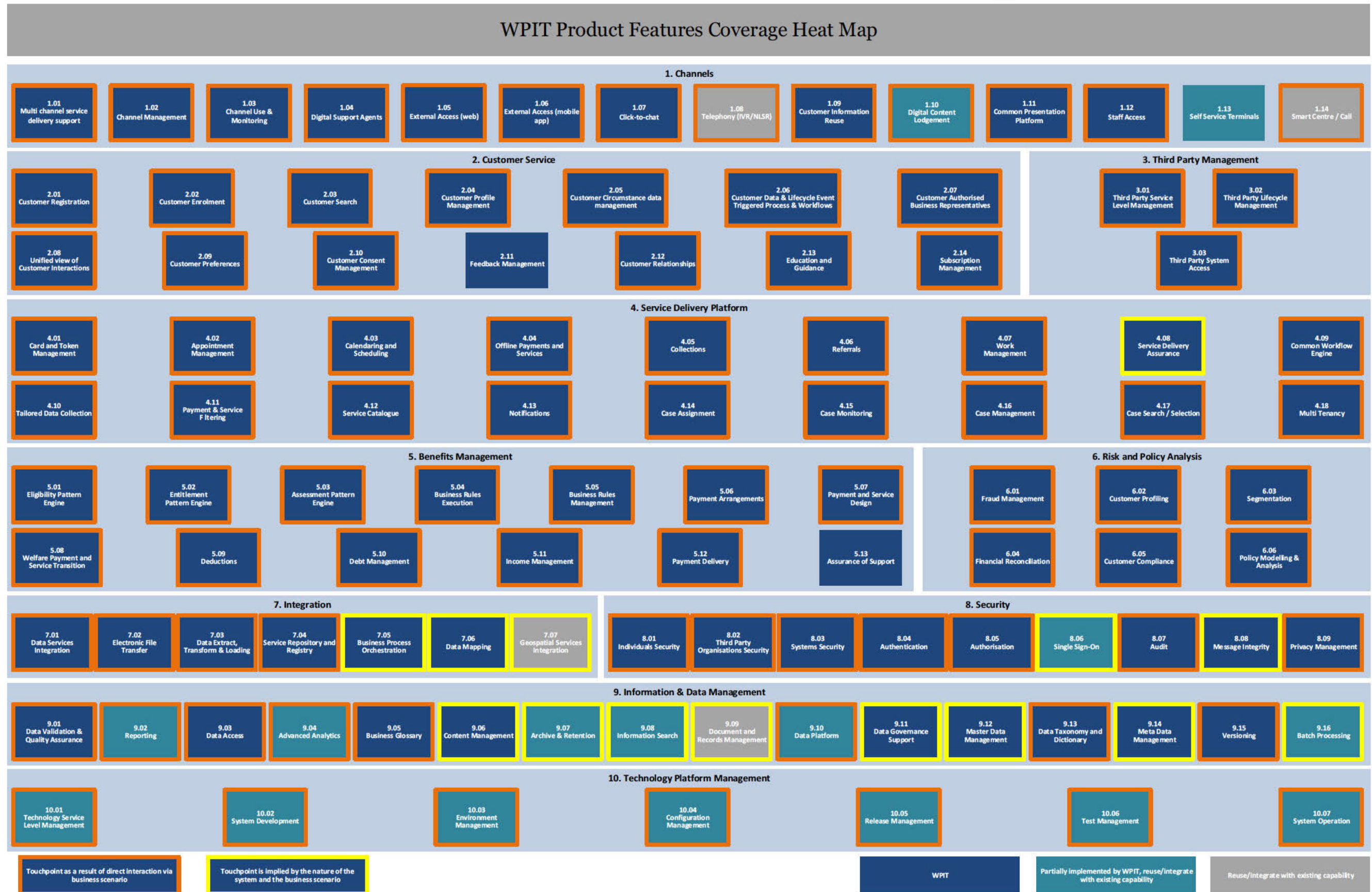


Figure 27 - Product Features Heatmap

23.2 Channels

Product features to support the delivery of welfare products and services via multiple channels (or 'touchpoints') and the provision of functions to assist in managing channel effectiveness.

Digital channel access is the strategically preferred access channel for Customer access to the department's services and information. The increased adoption of digital channels is a key outcome sought by the WPIT Programme. Therefore Customer friendly ('user centric', Web Content Accessibility Guidelines (WCAG) compliant), intuitive, consistent, and responsive digital channel interfaces that maximise the ability of the Customer to self-manage their welfare interactions is an essential feature of the products selected to support this business outcome. However, it is anticipated that there will be an ongoing need to support receipt of paper based forms and correspondence.

The ability for the product(s) to support/interoperate with digitisation solutions will be an important consideration.

23.3 Customer Service

Technology features to assist Customers (or staff on their behalf) in completing a business interaction with the department. This category consists of self-serve mechanisms as well as supporting services that enable departmental service officers to deliver welfare-related services. This includes features such as registration, enrolment, and maintenance of the Customer Profile. Many of these features apply to third parties as well as Customers.

These features are important to the department as they represent the department's core business from the point of view of the Customer.

These features provide the capability for simplified interactions between Customers and the department.

23.4 Third Party Management

The Third Party Management category covers the features required to interact with third parties, above those Product Features covered in Customer Service and Service Delivery Platform, such as provisioning, de-provisioning and providing external access to the welfare system. 'Third parties' include service providers (e.g. job service providers) as well as other Government agencies. The relationships can include both parties who provide services on the department's behalf, and parties for whom the department provides services to (e.g. Government agencies).

23.5 Service Delivery Platform

Service Delivery Platform covers functionality used to support the delivery of Payments and services to Customers and third parties. This includes critical support functions such as case management and notifications, as well as functions to simplify and streamline the Customer experience, such as tailored data collection.

23.6 Benefits Management

A key business objective is to increase the agility with which the department responds to new or changed policies. Common processes, information and rules underpin many of the welfare Payments

and services delivered by the department. As is common in contemporary ICT solutions, common patterns can be implemented in a set of configurable modules or 'templates'. By reusing these templates, quality is increased, time for delivery reduced and change impacts can be better assessed. Leveraging a pattern based approach, common benefit 'patterns' can be encapsulated into common modules thereby reducing the amount of time it takes to implement or change welfare Payments or services and thereby provide substantially improved policy agility.

The department seeks to better understand how the Platform can support a pattern-driven approach (or innovative alternate solution) to managing the variety of welfare Payments and services, rules and processes.

In addition to the pattern management and pattern engine features, Benefits Management includes complex calculation features such as debt management and Payment delivery. These complex calculations also need to support and integrate into the pattern based approach.

23.7 Risk and Policy Analysis

Key business objectives of the WPIT Programme include the ability to assess Customer Profiles in order to determine useful characteristics, such as Risk Profile or channel mix. This will enable the department to reduce levels of Customer debt and better tackle fraudulent activity. This also enables the department to better understand the department's Customers and provide better service delivery, such as 'straight through' processing for low risk Customers.

These features also include monitoring and managing Customer's compliance with their obligations, as well as modelling possible changes to policy to understand change impact on Government outlays, cost to deliver, or other implications.

23.8 Integration

Technical capabilities to enable information and data exchange both within the department and with external stakeholder systems. This includes the required orchestration processing of System interactions and the processing of data sources received from or sent to external systems. A key feature of the current Welfare Payment System is its heavy integration with other systems. These interfaces will need to be replaced or redirected to the new System once the required target System functions and information have been transitioned.

In addition to existing and new interfaces, it is required that the current Welfare Payment System remains operational during the transition until such a time that all required functionalities and data have been transitioned to the new System. As such, integration between the new and current system will be required to ensure interoperability and continued stable operation of the Income Security Integrated System is retained until decommissioning.

23.9 Security

Security features cover the functionality necessary to safeguard access to System functions and data, including the provisioning of identity, role based access and the necessary security audit controls. Security will play an increasingly important role within the WPIT Programme due to the expanded use and integration of digital channels, including introduction of straight through processing, increased Customer data exchange and sourcing from a wider number of organisations.

23.10 Information and Data Management

The management of data will be an essential capability both in terms of operational and longer term management needs. A key goal of the WPIT Programme is the expansion of Customer data sourcing from third parties. Therefore, support for products, tools and processes to manage the lifecycle of data from definition to archiving will be essential features. Given the complexity, volume and sensitivity of data, the growing business need to make it more accessible, and Enhancement to the department's data management capability will be required. This will include Enhancement or adoption of an enterprise grade data management framework and associated skilled resources, tools, procedures and governance elements. The System will need to be capable of natively supporting the selected data management framework.

The ability to introduce Real-Time analytical capability to support business capabilities such as Real-Time fraud detection, prevention and Real-Time Customer Profiling will be a key differentiator. In addition, support for longer term analysis of programme and product performance will also be key. It can be assumed the department will desire to retain and re-use existing web and document management products. Therefore demonstrated capability to integrate with third party web content, record and document management products will be sought.

23.11 Technology Platform Management

Technology Platform Management includes all of the features inherent in building and running a large ICT System, such as environment management and test management. The System will need to demonstrate the ability to natively integrate with enterprise grade tools to support each of these features.

RFT for the procurement of a Systems Integrator Panel

Part 5 – Transformation Approach

24. WPIT Programme delivery approach

This part of Attachment sets out the department's current implementation approach of the WPIT Programme. The department understands this approach will be validated and may change, through a collaborative approach with the CSV, SI and potentially the SI panellists.

The WPIT Programme is a major, multi-year transformation requiring significant input from whole-of-Government including staff, third parties, Delivery Partners and Customers to be successful. Implementing this transformation will not be easy. The department has developed a proposed implementation approach that will be validated with input from the CSV that will focus on delivering early value to both Customers and staff.

As the department transforms, it is committed to working with its people, other Government agencies, community and industry to ensure it finds and implements the best solution.

The department has worked closely with Government and industry to define a proposed implementation approach which best positions the WPIT Programme for success. The department is seeking implementation Partners to work together and with the department in order to develop the required solution and refine the implementation approach. The WPIT Programme's proposed implementation approach includes:

- a) delivering new and enhanced digital capability early to allow more Customers to take advantage of digital service offerings and to deliver upon the broader Government agenda to move all high volume transactions online by 2017, in line with the National Digital Economy Strategy;
- b) validation and refinement of the implementation sequencing and approach will be done in collaboration with industry, broader Government and the Australian community who will interact with and receive the services of this new infrastructure asset;
- c) engaging and promoting a culture of cross party, agency and internal department function collaboration and communication, supported by design thinking;
- d) delivering an improved experience for both Customers and staff, while minimising impact during the transformation; and
- e) progressively building out an industry standard Platform through early, consistent and regular engagement with Policy and Delivery Partners.

This proposed implementation approach will incorporate regular review points for the department enabling the adoption of emerging technologies, implementation of new policy proposals and shifting Government priorities over time.

25. Proposed WPIT Programme Tranches

The department has identified five candidate Tranches that, over time, will incrementally effect the transformation. The department appreciates that as more detailed business analysis is undertaken, that changes to the scope, content or sequencing of Tranches may be warranted. That is, the Tranches outlined below may be refined to better reflect evolving business needs or service delivery models, opportunities for early benefit and improved management of risk. The five candidate Tranches are explained in detail below.

25.1 Tranche One – planning, procurement and improved digital access (currently underway)

This Tranche involves procurement to find and establish Partnerships with vendors (including the CSV and SIs), and then working with them to plan and design the overall WPIT Programme and requirements for Tranche two. In designing the detail of the implementation approach, the department will look to gain valuable input from a number of stakeholders, including:

- a) our Policy, Delivery and Strategic Partners;
- b) third party organisations such as non-Government organisations (NGOs), banks, universities, child care providers and others; and
- c) staff and Customers such as students, families, people with a disability, Indigenous Australians and others.

The outputs of these design activities will inform a defined industry best practice, implementation approach for the WPIT Programme which meets whole-of-Government needs and delivers value and benefits early across all stakeholder groups.

The digital channel will be enhanced for all Customers, and common Eligibility filters will be delivered. Some agility will be achieved in enhancing Eligibility assessments, enabling more rapid responses to policy changes affecting Eligibility.

The key outcomes to be achieved from this Tranche are set out below:

- a) establishment of strategic relationship;
- b) identification of mutually agreed product Enhancements; and
- c) commitment to delivery of product Enhancements to meet WPIT Programme timeframes.

25.2 Tranche Two – deliver first end-to-end Payments (students) to validate new environment and establish common capability

This Tranche will deliver the first Payments end-to-end on the new System, which is critical to validate design, costs, and benefits. This will be three student Payments, providing common foundational capability that can be re-used for other income support products. Some additional capability will also be rolled out across all welfare Payments, such as targeted management of common mutual obligations. Detailed requirements and procurement for Tranche three will also occur.

Tranche two will deliver end-to-end capability for student Payments in the new environment, from registration to assessment to reporting obligations. The Payment calculation engine will be replaced

for these Payments, with the potential for some systems to be decommissioned. Full policy agility will be achieved in these Payments, and service delivery innovation will be enabled (e.g. universities).

25.3 Tranche Three – roll out to first 'cluster' of Payments ('earn and learn') and extend capability

Tranche Three involves delivering working age Payments in the 'earn and learn' category by rolling out and enhancing common capabilities developed for student Payments in Tranche Two. This will provide significant common, reusable capability for income support products that can be rolled out 'at speed' for subsequent Payments. Some additional capability will also be rolled out across all welfare Payments, such as Real-Time income data through links with the ATO. The capability for DVA Payments will also be delivered. Detailed requirements and procurement for Tranche Four will also occur.

Tranche Three will deliver capabilities across the remaining 'earn and learn' Payments. The calculation engine will be replaced for these Payments, allowing some systems to be decommissioned.

25.4 Tranche Four – roll out to second 'cluster' of Payments ('families')

Tranche Four involves re-using and extending capability delivered in earlier Tranches to deliver Payments for families, disability, and carers. This will provide new, re-usable capability for pension and tax-based relief products. The capability for agriculture Payments will also be delivered. Detailed requirements and procurement for Tranche Five will occur.

Tranche Four will extend existing business capabilities to families, disability, carer and other Payments. The calculation engine will be replaced for these Payments, allowing some systems to be decommissioned.

25.5 Tranche Five – capability rolled out to final Payment 'cluster/s' (aged and residual) and outstanding current systems decommissioned

The final Tranche will deliver the remaining cluster of Payments (aged) and any residual Payments by rolling out common capability developed in previous Tranches, as well as delivering any new capability specific to aged and other Payments. This will provide additional re-usable capability for pension products. Any final residual capability not yet implemented will be delivered. Current systems will be decommissioned. Full policy agility and innovation capability will be achieved.

Tranche Five will deliver end-to-end capability for aged and residual Payments in the new environment, from registration to assessment to reporting obligations. As Payments and services are transitioned and implemented in the new Welfare Payment System, the WPIT Programme will be able to decommission the outstanding components of the current system to enable the full benefits realisation.



Attachment I: Commercial Terms

RFT for the procurement of a Systems Integrator Panel



PARTNERSHIP AND GOVERNANCE

Business need

1. The WPIT Programme is a complex and lengthy business-led business transformation programme, supported by a major ICT build. The WPIT Programme will redesign the department's current welfare payment business processes and supporting technology over a seven year period. The resulting System is designed to operate over a multi-decade period, and will need to adapt to all changes in the Commonwealth's model for payment delivery and service provision.
2. To deliver the WPIT Programme to the required quality, within the Government's schedule and on budget will require the department and a large number of external partners throughout that period to collaborate extensively towards delivering the WPIT Programme in a way that achieves the WPIT Programme Outcomes. This includes offering services and advice that responds to the department's evolving business needs, strategic direction and operating environment.

Commercial terms

3. The SI will be required to appoint a relationship executive to manage the relationship between it, the department and the other Participants.
4. The SI will be required to participate in and comply with the WPIT Programme governance arrangements outlined at [Annexure A](#), including committing sufficient time, resources and personnel (with appropriate knowledge and authority) and ensure that those personnel participate actively and constructively in those governance fora.
5. The SI will be required to be open, cooperative and provide reasonable assistance to the department, other Participants and any third party suppliers to the department, to support efficient and effective interaction and cooperation between all Participants. This includes documenting and providing information about its Services, deliverables and processes to the other Participants and the department, and accepting information from other Participants, as required in order to achieve the WPIT Programme Outcomes.

INTELLECTUAL PROPERTY

Business need

6. The value of the System will largely depend on the Intellectual Property (IP) Rights granted to the department, with these IP Rights defining the System's scope of use. As a result, it is important from the outset of the WPIT Programme that the department has a baseline level of IP Rights (either through ownership or appropriate licences) which allow the department to fully use, adapt or enhance all parts of the System to meet both current and potential future payment delivery and service provision needs. It is vital that the baseline level of IP Rights is maintained consistently over the life of the WPIT Programme and beyond, because the value and usefulness of the System may be limited by the lowest level of IP Rights attached to any part of the System.

Commercial terms

7. The intended IP regime for the WPIT Programme, including for Work Orders, is set out in Annexure B.

MILESTONES, TESTING AND APPROVAL

Business need

8. To design, build, test and implement the System, the department will require many inter-related and complex software development, configuration and deployment tasks to be undertaken, coordinated and tracked over a long period. Each task will generally only have value to the department if it is completed to a high standard and in a timely fashion. This makes it imperative that payment is linked closely to delivery of milestones in a structured and timely way.

Commercial terms

9. Each Work Order will specify payments based on achievement of milestones. Each milestone will be met when a specified certificate has been issued, signifying that all of the milestone requirements have been achieved to the satisfaction of the department. The milestones will depend on the nature of the work required for a particular Work Order. Some milestones may be for the completion of specified testing.
10. The default certificates for technology will be:
 - Certificate 1 – completion of design and documentation.
 - Certificate 2 – satisfactory completion of testing of the build by the Participant.
 - Certificate 3 – satisfactory completion of testing by the department to show that it is ready to deploy into production.
 - Certificate 4 – satisfactory completion of testing by the department and Participant showing successful deployment into production.
 - Certificate 5 – satisfactory operation by the end of warranty period (as defined in the Work Order).
 - Certificate 6 – project completion, i.e. the SI has achieved all Work Order objectives (other than as expressly excluded in the Work Order).
11. Each Work Order will specify all testing, including:
 - a. testing criteria;
 - b. timetable for completion of tasks (including milestones);
 - c. departmental prerequisites for acceptance;
 - d. how defects and omissions (rated as one of three severity levels) found by testing must be remediated, and whether work-arounds may be acceptable for each level;

- e. whether a partial (or interim) certificate can be issued (for part of the deliverables) if some defects or omissions (for which work-arounds are not acceptable) remain after testing.
12. The default certificates to achieve approval of documents under a Work Order will be:
- Certificate A – completion of a complete draft suitable for the department to review in detail.
 - Certificate B – the department provides a first round of detailed feedback on the document.
 - Certificate C – completion of a redraft incorporating all of the department's feedback.
 - Certificate D – the department approves the document (i.e. confirms that the document complies with its Specifications).
13. If the department refuses to issue a certificate, it must give written reasons. The SI must then do all additional work necessary to be entitled to that certificate, in a reasonable time and for no additional fee. This process will continue until the requirements for the certificate are met, even if that requires multiple rounds.

SI PERSONNEL

Business need

14. The department needs a team large enough, with the required capabilities, to support the resource and skills needs of the WPIT Programme from beginning to end. The SI must deliver the team it bids for the life of the WPIT Programme, or at the very least a team with equivalent value (i.e. numbers, skills, qualifications, competencies) to the department (as determined by the department), with any changes to core team members being approved by the department.

Commercial terms

Personnel generally

15. All SI personnel working on the WPIT Programme must be permitted by law to work in Australia (if they perform any work in Australia), have any necessary security clearance, and pass reasonable background and suitability checks (including criminal history checks).
16. The SI must ensure there are always a sufficient number of personnel with the required capabilities to provide the services, and maintain its turnover rate at industry best practice levels or better.
17. The SI must ensure that all personnel provided to work on the WPIT Programme have the skills, qualifications, training, certifications, experience and security clearances necessary to perform the work in a professional manner and in accordance with the applicable Work Order and best practice.

Key personnel

18. For a particular Work Order, the department may designate key roles that are critical to providing the services under the Work Order. The SI must fill those roles for that Work Order with the personnel who it proposed in its tender as key personnel.
19. The key personnel list will apply for the term of the SI Panel Deed. The SI must make all key personnel available for the WPIT Programme full-time as required to perform any Work Orders.
20. The SI must use its best endeavours to retain all key personnel, and may not replace an individual without the department's approval. The department will consider a proposal from the SI for a replacement individual, provided they have at least equivalent skills, qualifications, training, certifications, experience and security clearances and there is a plan to smoothly transfer knowledge and responsibility at no cost to the department.

PRICING AND FEES**Business need**

21. The department requires a degree of pricing predictability, and a global approach to payment of fees.

Commercial terms

22. The only fees payable by the department will be those specified in a Work Order, which will be set on a fixed or maximum price basis and will be dependent on the achievement of milestones (as relevant).
23. The SI must use the rates agreed in the SI Panel Deed (which will be based on the rates tendered) to calculate quotes for Work Orders, and any rates specified in Work Orders must be no higher than those rates.
24. The department may set off any amount payable under a Work Order to the SI against any amount payable by the SI to the department which is related to that or any other Work Order (e.g. for liquidated damages).

RISK MANAGEMENT AND ALLOCATION**Business need**

25. The business and technology transformation required for the WPIT Programme is large scale and complex. The WPIT Programme schedule must be met and multiple parties will be involved.
26. These factors make it essential that:
 - a. all Participants plan for, and proactively manage, risks, delays and dependencies on a 'best for WPIT Programme' basis; and
 - b. delays and defects are promptly resolved and fixed and the schedule is maintained.

27. Contractual risk allocation must be consistent with Government policy, and must recognise the loss to the department which may be caused by delays, defects and other issues.

Commercial terms

Risks, dependencies and delays

28. The SI must proactively identify and manage risks in delivering services, including the risks of harmful code, loss of departmental data, delays and other risks to the WPIT Programme schedule. This includes preparing and keeping updated a risk management plan and contributing to a WPIT Programme risk register.
29. The SI must build reasonable contingency into schedules to allow for foreseeable risks or issues which may occur (including departmental system interruptions) and dependencies on other Participants or the department, without expecting more time or more fees to deliver an affected Work Order.
30. If there is any delay, the SI must promptly notify the department and provide a plan to mitigate or recover the delay as far as possible, and to prevent future delays of that sort.
31. Subject to paragraphs 29 to 30, if there is any delay which was not caused by the SI, and which could not have been reasonably foreseen or mitigated by the SI, the SI may seek reasonable extra time and/or reasonable additional fees to deliver the affected Work Order, by promptly lodging a written claim that includes detailed justification. The department will consider the following principles in assessing a claim:
- a. the reasonable commercial interests of both parties and other Participants;
 - b. any progress made by the SI before the delay;
 - c. the consequences of the delay event to the overall WPIT Programme timetable (including whether the delay is likely to be recovered in the future);
 - d. the measures that the SI had taken to prevent the delay event occurring;
 - e. the steps which the department had taken to minimise the consequences of that or previous delay events;
 - f. the steps the SI had taken to minimise the consequences of that or previous delay events; and
 - g. the extent to which the department or another Participant contributed to the delay.

Liquidated damages, indemnities and liability caps

32. If the SI delivers a Work Order (or a specified part of a Work Order) late, or fails to fully deliver a Work Order, it must pay liquidated damages as specified in the Work Order, to the cap specified in the Work Order. This will not affect the department's rights to any other remedies under the SI Panel Deed, the Work Order or at law. For example, if the cap is reached, the department may claim general damages from the SI or may terminate the Work Order or the SI Panel Deed.

33. Liability caps will not apply to liability relating to:
 - a. personal injury or death;
 - b. loss of or damage to tangible property;
 - c. breach of Intellectual Property Rights;
 - d. breach of confidentiality, privacy or security requirements in the SI Panel Deed or Work Order;
 - e. breach of statute or wilfully wrong act or omission (including fraud and misrepresentation).
34. The liquidated damages and liability caps specified in a Work Order will be calculated through a risk assessment of the potential loss or damage arising from that Work Order, and will not depend only on the amount of fees paid under the Work Order.
35. Subject to any liquidated damages or liability cap specified in a Work Order, the SI will indemnify the department against all loss (of any type) arising in any way from negligent or wrongful acts or omissions of the SI, its personnel or subcontractors relating to the SI Panel Deed or a Work Order.

Guarantees

36. The SI must deliver a performance guarantee from its ultimate parent company (if applicable) by the date required by the SI Panel Deed (including by way of a variation to the SI Panel Deed). If it does not do so, the department may terminate the SI Panel Deed and any Work Orders, without compensation.
37. If indicated in a request for quotation for a Work Order, the SI must deliver a bank guarantee by the date required by the Work Order, but in any case prior to the date any fees are paid or payable by the department. If it does not do so, the department may terminate the Work Order, without compensation to the SI. The department will determine the amount of the bank guarantee by reference to the department's assessment of potential risks and liabilities under the relevant Work Order.

ISSUE MANAGEMENT

Business need

38. Given the way the WPIT Programme will need to run, with multiple parties contributing to many deliverables, it is imperative that issues are resolved informally, quickly and finally, in a way that is appropriate from all perspectives - technical, commercial, legal, and programme management and delivery. The SI must commit to a "fix first, blame later" and a "best for WPIT Programme" approach, as such an approach from all Participants will be critical to keeping the programme on track.

Commercial terms

39. All affected parties (which may include more than one Participant for some issues) must comply with and participate in the issue management process outlined at [Annexure C](#) and described below.
40. A party may not pursue legal action without first exhausting the issue management process, unless the action is for urgent interlocutory relief, to preserve its position against creditors, or it has validly terminated the SI Panel Deed or relevant Work Order.
41. If an issue arises (including an Excluded Issue), a party may submit a written notice to the other party that describes the issue, including causes and consequences, any alleged breach of contract, and any damages claimed.
42. In parallel to undertaking the issue management process, the parties must work together to prepare a plan to deal with the consequences of the issue, so that the WPIT Programme may proceed whilst the issue management process is undertaken, and must work together to implement that plan. Their respective obligations to contribute resources and funds will be determined as part of the resolution of the issue.
43. Issues may initially be of two types:
 - a. a serious dispute or claim that would have a material adverse effect on achieving the WPIT Programme Outcomes or delivery of services under a Work Order (an '**Escalation Issue**'); and
 - b. a dispute or claim relating to a Work Order that is not an Escalation Issue (a '**Programme Issue**').
44. The steps to follow for the resolution of a Programme Issue will be as follows:
 - a. Step 1 is to attempt to resolve the Programme Issue through the governance fora described in [Annexure A](#) in the sequence outlined at [Annexure C](#).
 - b. If the Programme Issue is not resolved through those governance fora, the parties must then follow the Escalation Issue process outlined in clause 45 below.
45. The steps to follow for the resolution of an Escalation Issue will be as follows:
 - a. Each party must nominate a representative at SES Band 2 or Partner / General Manager level (Level 1) who will attempt to resolve the Escalation Issue.
 - b. If the Escalation Issue is not resolved at Level 1, each party must nominate a representative at SES Band 3 or C-suite (Level 2) who will attempt to resolve the Escalation Issue.
 - c. If the Escalation Issue is not resolved at Level 2, if the issue:
 - i. is an Excluded Issue, the parties may agree what course to follow and, if they have not agreed on another course, either party may commence court proceedings; or

- ii. is not an Excluded Issue, the issue must be treated as a '**Referable Issue**' which must then follow the Expert Determination process outlined in clause 47 below.

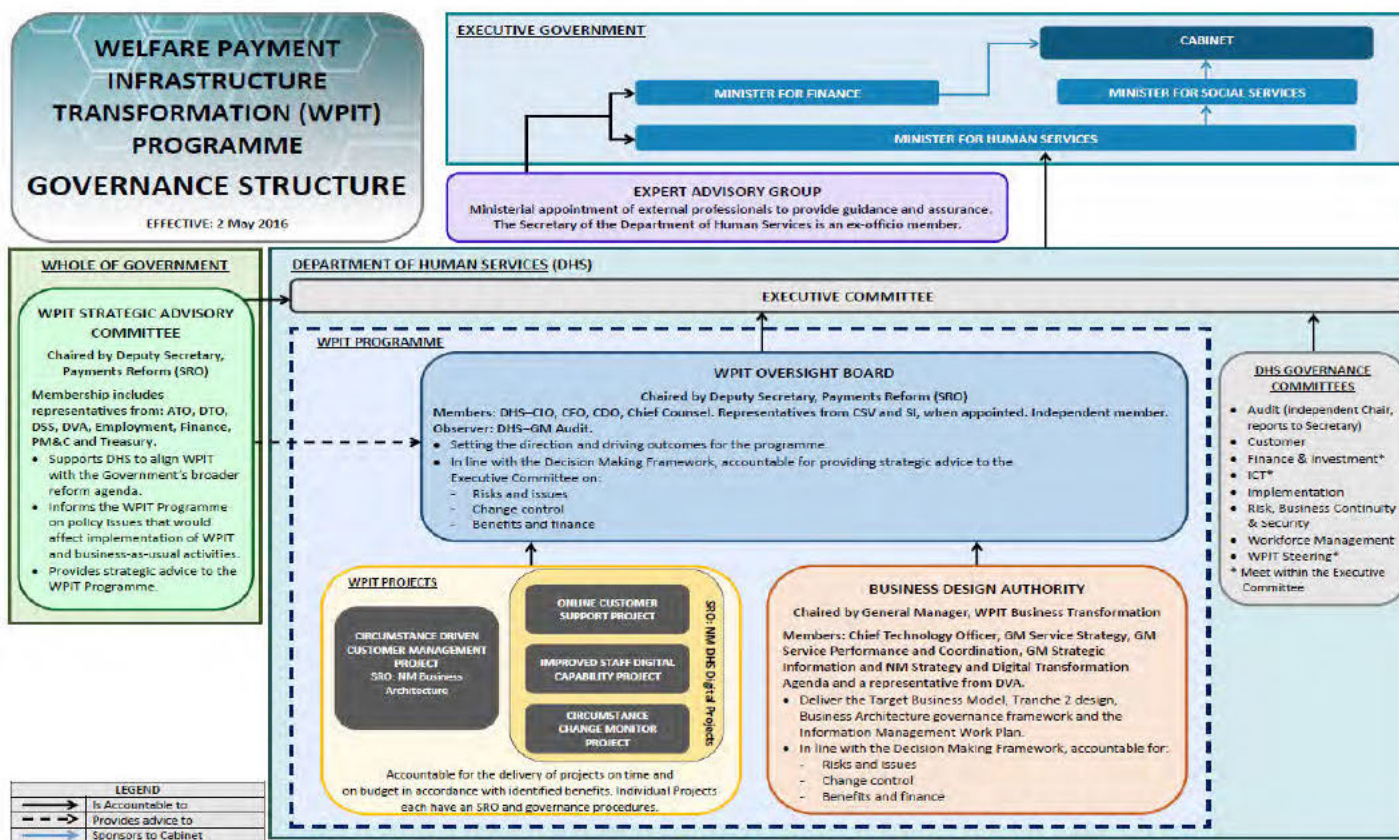
46. An '**Excluded Issue**' is an issue:

- a. relating to a third party claim;
- b. arising from termination of the SI Panel Deed;
- c. arising from fraud; or
- d. relating to the enforceability of the SI Panel Deed.

47. The Expert Determination process for a Referable Issue will be as follows:

- a. The Participants will have agreed on the appointment of a panel of three independent Programme Referees – a Legal Referee, a Project Referee and a Technical Referee. The Programme Referees will be appointed under a multi-party agreement.
- b. There is no limit on the Programme Referees' jurisdiction, other than Excluded Issues.
- c. The parties involved in a particular Referrable Issue will pay equal shares of the Programme Referee fees for resolution of that Referrable Issue.
- d. The parties must submit written submissions, and documents they intend to rely on. Parties may respond to each other's submissions.
- e. The Programme Referees will determine the appropriate resolution, in writing with reasons. The nature of the Referrable Issue will determine which referee is the Lead Referee. If the Referrable Issue is not mainly in a particular category, the Legal Referee will be Lead Referee. If all referees cannot agree on the appropriate determination, the Lead Referee's view will prevail.
- f. The Programme Referees' determination will be binding, final and conclusive.
- g. If the determination requires a variation to the SI Panel Deed or a Work Order, the parties must negotiate in good faith to implement that variation.

Annexure A – WPIT governance



Annexure B – Intellectual property

Table 1 – Ownership

Item	Type	Owned by...	Variation of these ownership rights permitted in Work Order?
1	department Background IP	the department (or its licensors)	No
2	department Developed IP		
3	SI Background IP	the SI (or its licensors)	No
4	SI Developed IP	the SI (or its licensors)	Yes – will vest in the department if specified in a Work Order
5	each Other Participant Background IP	the Other Participant (or its licensors)	No
6	each Other Participant Developed IP	the Other Participant (or its licensors)	Yes – will vest in the department if specified in a Work Order
7	Jointly developed IP	the party specified in a Work Order	If no party is specified in the Work Order, it will vest in the department
8	Third Party IP	third party	No

Table 2 – Licensing

Item	Licensed material	Licence to...	Terms	Purpose
1	department Background IP	SI	Revocable, non-exclusive, royalty-free licence to use, configure, modify and adapt and reproduce Intellectual Property Rights in the licensed material for the Term of the Deed or relevant Work Order (whichever is longer)	a) to perform the SI's obligations under the SI Panel Deed and any Work Order; b) to permit its Subcontractors to assist the SI to achieve purpose (a) Excluded: any use which is not for the purpose of the SI performing its obligations under the SI Panel Deed or a Work Order
2	department Developed IP			

3	SI Background IP	the department	Perpetual, irrevocable, worldwide, fully paid-up, royalty-free, non-exclusive licence (including the right to sublicense) to use, maintain, modify, configure, adapt, communicate, dispose and reproduce Intellectual Property Rights in the licensed material for Departmental Purposes	Departmental Purposes
4	SI Developed IP			
5	Third Party IP provided by the SI	the department	on the best available commercial terms	sufficient to achieve Departmental Purposes

Application of Table 2 – Licensing

1. The licences at Items 3 and 4 of Table 2 apply to all:
 - (a) software components provided or developed by the SI for the System including all source code (“**System software**”);
 - (b) software tools, object libraries, and methodologies provided by the SI; and
 - (c) System manuals, supporting documentation and training materials provided by the SI.

Licensing metrics

2. A Work Order will specify the metrics that apply to Intellectual Property Rights licensed under the Work Order, to determine any licence fees which may be payable. For example, a Work Order may specify that the licence for data migration software is a licence for use by up to a specified number of persons, or that it allows use by any employee or contractor of the department for the purposes of the WPIT Programme.

Software licensing conditions

3. For the avoidance of doubt, the department’s right to sublicense any Intellectual Property Rights includes the right to engage or allow any third parties or contractors to do anything that the department is entitled to do under the terms of that licence.
4. The department may sublicense for Departmental Purposes without the SI’s consent and without any further payment to any party.

5. The licence to the department is not subject to any obligation upon the department or the Commonwealth to receive support, maintenance, upgrades or any other services from the SI.

IP Rights in third party material

6. The SI must obtain all necessary copyright and other IP Rights permissions, licences and consents before:
 - (a) making any third party material available in any software provided as part of the Services or Deliverables; or
 - (b) otherwise using third party material as part of, or in the performance of, the Services, to ensure that the department can use and obtain the full benefit of the System, and obtain the full benefit of the Services and Deliverables, for Departmental Purposes.
7. All software provided to the department by the SI, whether in conjunction with another Deliverable or independently, is subject to the terms of the licences granted in accordance with Table 2. For example, the licences apply to:
 - (a) any software identified as licensed software in a Work Order;
 - (b) the SI's own software provided in accordance with the SI Panel Deed;
 - (c) software owned by any Related Body Corporate of the SI that is provided in accordance with the SI Panel Deed;
 - (d) software owned by a Subcontractor of the SI that is provided in accordance with the SI Panel Deed;
 - (e) software, whatever the source, provided by, or on behalf of, the SI including to enable the effective delivery of the Services and the proper functioning of any Deliverables; and
 - (f) software owned by a third party provided by the SI in accordance with the SI Panel Deed or a Work Order.

Licence of SI Intellectual Property Rights to other parties

8. The SI agrees to provide all necessary licences (at no charge) for SI Background IP and SI Developed IP to the other Participants and third party suppliers to enable those parties to meet their obligations under the SI Panel Deed (or, for third party suppliers, their obligations under their contract with the department) and to assist the department in meeting the WPIT Programme Outcomes and the project outcomes.

Modifications of IP

9. Subject to any arrangements specified in a Work Order in accordance with Item 7 of Table 1:
 - (a) Modifications of department Background IP or department Developed IP will be treated as department Developed IP;
 - (b) Modifications of SI Background IP or SI Developed IP will be treated as SI Developed IP; and
 - (c) Modifications of Other Participant Background IP or Other Participant Developed IP will be treated as Other Participant Developed IP,

regardless of which party makes the Modification. Modified IP will be licensed in accordance with this Annexure B.

10. A party that makes Modifications to another party's IP will assign any IP Rights that may subsist in that Modification to that other party, in order to give effect to section 9 above.

IP definitions

In this Attachment I:

department Background IP means all Intellectual Property Rights which are made available by the department to the SI for the WPIT Programme which are:

- (a) owned by or licensed to the department prior to the date of the SI Panel Deed;
- (b) owned by or licensed to the department (other than by a Participant) on or after the date of the SI Panel Deed but which are not department Developed IP; and
- (c) owned by the department under the Tranche 1 Participation Deed.

department Developed IP means all Intellectual Property Rights:

- (a) in any material produced or created by or on behalf of the department (excluding any Intellectual Property Rights created by a Participant) in the performance of the SI Panel Deed or another relevant head agreement (or any Work Order under either instrument); and
- (b) in any Modifications produced by the department or any Participant from the department Background IP or the department Developed IP (unless otherwise provided in the relevant Work Order),

but does not include Modifications made by the department to material owned or licensed by any Participant (unless otherwise provided in the relevant Work Order).

Departmental Purposes means, for a licence of Intellectual Property Rights, that the department may use the licensed material as required to:

- a) perform the department's obligations under the SI Panel Deed, another relevant head agreement, or any Work Order issued under either instrument;
- b) use and obtain the full benefit of the System, and to use and obtain the full benefit of the Services and Deliverables;
- c) maintain, Modify, configure, adapt and reproduce Material and Deliverables for any purpose determined by the department in its absolute discretion, including government activities; and
- d) achieve the WPIT Programme Outcomes and project outcomes.

For clarity, Departmental Purposes includes allowing the department to use the System for any the following:

- (a) for, or in connection with, the provision of Payments and related services by the department;
- (b) to enable other Government departments and agencies, research or educational organisations, and organisations providing concessional goods and services, or directed services, to Customers, to extract information and to use the System in providing goods or services to Customers;
- (c) to allow use by organisations receiving Payments at the direction of a Customer, and by organisations providing payment mechanisms for Customers;
- (d) for, or in connection with, the provision of Payments and related services by:

- (i) the not-for-profit sector;
 - (ii) the education sector; or
 - (iii) by other private sector organisations,
- which are contracted by the Commonwealth to deliver Payments or related services;
- (e) for, or in connection with, the provision of non-welfare related payments and services by the department (including making payments on behalf of State and Territory governments);
 - (f) for, or in connection with, the provision of Government payments and services to individuals and organisations by other Government departments and agencies (including agencies with joint Commonwealth and State/Territory functions); and
 - (g) for the provision of shared services or “white label” services (that is, when a service is provided by the department, but is rebranded by another government entity so it appears to end-users that it is being provided by that other government entity) to other Commonwealth entities or to State, Territory or Local government agencies.

For further clarity, Departmental Purposes includes the ability for the department to grant licences on the same terms to other Participants as required to achieve the Departmental Purposes.

Intellectual Property Rights means all of the rights recognised as intellectual property rights or similar rights anywhere in the world including:

- (a) rights in respect of copyright, patents, circuit layouts, trade marks, designs, trade secrets, know how, domain names;
- (b) rights to have confidential information kept confidential;
- (c) any right to apply for registration of any of the rights referred to in paragraph (a);
- (d) any right to take action in respect of infringement of the rights referred to in paragraphs (a) or (b);
- (e) all rights of a similar nature to any of the rights in paragraphs (a) to (d) which may subsist in Australia or elsewhere; and
- (f) the right to sub-license any such right.

Modifications means customisations or modifications of, enhancements to or derivative works produced from existing material.

Other Participant Background IP means, in respect of each other Participant (**Party A**), all Intellectual Property Rights which are made available by Party A for the WPIT Programme which are:

- (a) owned by or licensed to Party A prior to the date of the SI Panel Deed or other relevant head agreement;
- (b) owned by or licensed to Party A (other than by the department or another Participant) on or after the date of the SI Panel Deed (or other relevant head agreement) but which are not Other Participant Developed IP; and

- (c) owned by Party A under the Tranche 1 Participation Deed.

Other Participant Developed IP means, in respect of each other Participant (**Party A**), all Intellectual Property Rights:

- (a) in any material produced or created by or on behalf of Party A in the performance of the SI Panel Deed or other relevant head agreement (or any Work Order under either instrument); and
- (b) in any Modifications produced by the department or any Participant from the Other Participant Background IP or the Other Participant Developed IP of Party A (unless otherwise provided in the relevant Work Order),

but does not include Modifications made by Party A to material owned or licensed by the department or any other Participants (unless otherwise provided in the relevant Work Order).

SI Background IP means all Intellectual Property Rights which are made available by the department to the SI for the WPIT Programme which are:

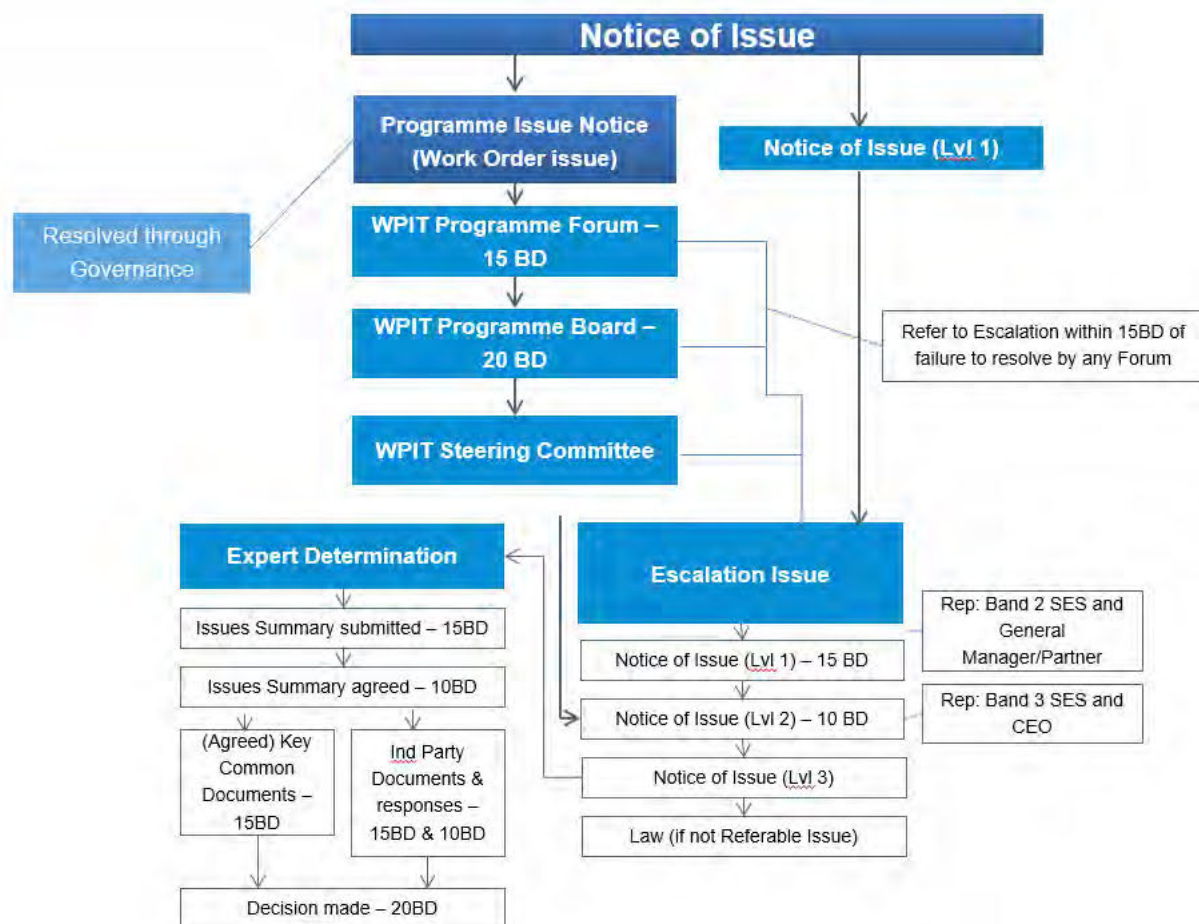
- (a) owned by or licensed to the SI prior to the date of the SI Panel Deed;
- (b) owned by or licensed to the SI (other than by the department or a Participant) on or after the date of a SI Panel Deed but which are not SI Developed IP; and
- (c) owned by the SI under the Tranche 1 Participation Deed.

SI Developed IP means all Intellectual Property Rights:

- (a) in any material produced or created by or on behalf of the SI in the performance of the SI Panel Deed or any Work Order; and
- (b) in any Modifications produced by the department, the SI or other Participants from any SI Background IP or any SI Developed IP (unless otherwise provided in the relevant Work Order),

but does not include Modifications made by the SI to material owned or licensed by the department or any other Participants (unless otherwise provided in the relevant Work Order).

Annexure C – WPIT issue management





Attachment J: SI Panel Deed

RFT for the procurement of a Systems Integrator Panel

Standing Offer Deed for appointment to a panel of systems integrators for the provision of services related to the WPIT Programme [insert Contract Number].

Commonwealth of Australia as represented by the Department of Human Services (department).

[Insert name of systems integrator] SI



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Standing Offer Deed

This Deed is made on

Parties

- 1 The Commonwealth of Australia represented by the Department of Human Services (ABN 90 794 605 008) of Doris Blackburn Building, 18 Canberra Avenue, Forrest, Canberra, ACT 2603 (*department*).
- 2 [Systems Integrator] (ABN [*]) [registered in [*]] incorporated in [*] of [*] (*SI*).

Recitals

- A The department is engaged in a welfare payments infrastructure transformation programme to transform the way in which welfare payments are made in Australia (the *WPIT Programme*).
- B As part of the WPIT Programme, the department and other Commonwealth agencies may require business transformation and technology related services and other services.
- C The SI has represented to the department that it has experience and expertise in providing services of the type likely to be needed by the department and other Commonwealth agencies in the course of conducting the WPIT Programme.
- D The department is establishing a panel of systems integrators from which it could obtain business transformation and technology related services and other services relating to the WPIT Programme and has agreed to appoint the SI to that panel on the terms of this Deed.
- E The scope of the services (if any) to be provided by the SI, and the detailed terms on which any such services may be provided, will be agreed between the Parties by way of:
 - (a) a variation to this Deed prior to, or at the time of, execution of the first Work Order to add further general terms to this Deed; and
 - (b) inclusion of specific terms in each Work Order which is executed by them in the future.

It is agreed as follows:

Part 1 – Partnership

- 1 **Background to the WPIT Programme**
 - (a) Through the WPIT Programme, the department is undertaking a significant transformational change to make the delivery of payments and services to Customers more efficient and scalable.
 - (b) The department has been transforming its service delivery model to make it easier for Customers to personally manage their interactions with the department using digital channels. Through the WPIT Programme and by working in partnership with the CSV, the SI and SI Panellists (the *Participants*),

the department will continue to build on the work it has already done to enhance technology capabilities and business services for the benefit of Customers.

2 WPIT Programme Outcomes

- (a) The WPIT Programme Outcomes are:
 - (i) more agile, responsive, and transparent policy implementation;
 - (ii) less red tape and better digital service delivery;
 - (iii) capable and engaged people;
 - (iv) increased opportunities for innovation in service delivery;
 - (v) better real time data and analytics; and
 - (vi) greater technical integrity and compliance.
- (b) The SI and the department must use their best endeavours to ensure that the WPIT Programme Outcomes are achieved.

Part 2 – Panel and Term

3 Standing Offer

This Deed contains a standing offer by the SI for the department to acquire Services and Deliverables from the SI by entering into Work Orders.

4 Additional terms to be agreed before entering Work Orders

Before entering into any Work Order, the Parties will negotiate in good faith on additional general terms for this Deed. Those additional terms would be based on the commercial term sheet included in the RFT for the procurement of a Systems Integrator Panel, and will include other general terms, and are separate from the specific terms that may be included in a Work Order and which will apply only to that Work Order.

5 SI Panel

The department is establishing the SI Panel as a non-exclusive purchasing arrangement. Accordingly:

- (a) there is no guarantee that:
 - (i) any Services, or any particular type or volume of Services, will be required by the department; or
 - (ii) any Work Orders will be placed with the SI;
- (b) the department may obtain services and deliverables for the WPIT Programme from any combination of:
 - (i) the SI;

- (ii) any SI Panellist; or
- (iii) any other third party; and
- (c) the department may perform some or all of the Services itself.

6 Commencement and Term

6.1 Term

- (a) This Deed commences on the Commencement Date and continues in force until:
 - (i) eight years from the Commencement Date (the *Initial Term*); or
 - (ii) if extended under clause 6.2, the expiry of the last Extension Period; unless terminated earlier (the *Term*).

6.2 Extensions to the Initial Term

- (a) Subject to clause 6.2(b), the department may, by Notice to the SI at any time prior to the expiry of the Term, extend the Term by any period, on one or more occasions (each an *Extension Period*).
- (b) The department cannot extend the Term under this clause 6.2 beyond the date that is eleven years from the Commencement Date. Any extension which purports to be longer will only operate as an extension to eleven years.

7 Termination

- (a) The department may immediately terminate this Deed for breach by Notice to the SI, if the department has determined that the SI is in breach of the Deed and:
 - (i) that the breach cannot be remedied; or
 - (ii) that the breach is capable of being remedied, but the SI has not remedied the breach within a reasonable time of receiving a notice from the department specifying the breach and advising what steps must be taken to remedy it.
- (b) The department may terminate this Deed for convenience at any time and, if it does so, it will only be liable to pay for work already done under a Work Order or for costs already incurred, and will not be liable to pay for any loss of future Fees or profit.

8 Priority of documents

For the purpose of this Deed and each contract created under it, if there is any inconsistency between any of the documents mentioned below, those documents must be interpreted in the following order of precedence:

- (a) the clauses 1 to 30 of this Deed;
- (b) the Schedules to this Deed (in the order in which they occur);
- (c) the terms of a Work Order, but with respect to that Work Order only and the terms of that Work Order will take priority in the order specified in clause 10(g); and
- (d) other documents referred to in any of the above.

Part 3 – Work Orders

9 Australian Industry Participation

- (a) The SI must not commence providing any Services or Deliverables under a Work Order until an AIP Plan has been approved by the Department of Industry, Innovation and Science and a copy of the approved AIP Plan has been provided to the department. The AIP Plan will not be construed as limiting the SI's responsibility to provide the Services and Deliverables in accordance with, and to otherwise comply with, the requirements of this Deed. The SI must comply with the approved AIP Plan in performing the Services under the Work Order.
- (b) The SI must provide to the department an implementation report that meets the requirements set out in the Australian Industry Participation Plans: User Guide for developing an Implementation Report within 20 Business Days of being requested to do so in writing by the department (**Implementation Report**).
- (c) The SI consents to the department:
 - (i) publishing the executive summary of its AIP Plan at www.industry.gov.au/aip;
 - (ii) providing a copy of the Implementation Report to the Department of Industry; and
 - (iii) publishing or reporting on the SI's performance in relation to the AIP Plan.
- (d) For the avoidance of doubt, the AIP Plan or Implementation Report will not be Confidential Information of the Contractor.

10 Process for forming Work Orders

- (a) The department may issue a request for Services and Deliverables (**Request for Quotation**) to one or more Participants.
- (b) If the SI receives a Request for Quotation, the SI may submit a quotation and, if it does so, that quotation must be consistent with the requirements in this Deed (including in relation to pricing).

- (c) If the department and the SI agree terms, they will sign a Work Order setting out the Services, Deliverables, milestones, Fees and other terms.
- (d) Each Work Order will create a separate contract between the department and the SI.
- (e) A Work Order may be subject to conditions precedent (for example, a condition that the Commonwealth approves funding for some or all of the work to be performed under the Work Order, failing which the Work Order will not come into effect) or conditions subsequent (for example, that the SI obtains a certain type of accreditation, or Commonwealth approval of a plan, within a stated period, failing which the Work Order will be rescinded).
- (f) The SI acknowledges that:
 - (i) neither the lowest priced quotation nor any quotation will necessarily be accepted by the department;
 - (ii) no representation has been made by the department that the SI will receive any Request for Quotation or have any quotation accepted; and
 - (iii) the department will rely on the SI's representations contained in a quotation.
- (g) The terms and conditions of each Work Order will be those set out in the following documents (except to the extent that this Deed may specifically provide otherwise), in a descending order of precedence:
 - (i) this Deed (including any attachments to this Deed) as applicable to the Work Order;
 - (ii) the Work Order;
 - (iii) any attachments to the Work Order; and
 - (iv) any other document incorporated by reference as part of the Work Order.

11 Term of Work Orders

- (a) Each Work Order commences on the date specified in the Work Order. If no date is specified, it commences on the date that the Work Order is executed by both Parties (and, if executed on different dates, the later of those dates).
- (b) Each Work Order continues until its completion or expiry as specified in it, unless terminated earlier (the **Work Order Term**).

Part 4 – Fees

12 Fees

- (a) The Fees due for all Services and Deliverables provided under a Work Order must be calculated on the basis of rates and costs which do not exceed the rates or costs set out in Schedule 3.
- (b) The department must pay the SI the Fees set out in a Work Order, and only those Fees, in accordance with this Deed and the Work Order.

13 Taxes

13.1 Definitions

In this clause 13, a word or phrase defined in the GST Law has the meaning given to it in the GST Law.

13.2 Fees and costs inclusive of GST

- (a) Any reference in this Deed to price, value, sales, revenue or a similar amount is a reference to that amount inclusive of GST (if any).
- (b) Any reference in this Deed to cost, expense or other similar amount, is a reference to that amount inclusive of GST (if any).

13.3 GST to be added to amounts payable when expressly agreed

If the Parties have expressly agreed that the Consideration for a particular Taxable Supply is GST exclusive, then the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

13.4 Tax Invoice and Adjustment Note

No payment of any amount pursuant to clause 13.3, and no payment of the GST Amount when the Consideration for a Taxable Supply is GST inclusive, is required until the provider of the supply has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.

13.5 Liability net of Input Tax Credit

Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount in respect of a cost, expense or other liability incurred by a Party, must exclude the amount of any Input Tax Credit entitlement of that Party in relation to the cost, expense or other liability.

Part 5 – General

14 Work Health and Safety

At all times in performing its obligations under this Deed the SI must:

- (a) comply with Work Health and Safety legislation and any Law applicable to work health and safety (**WHS Law**); and
- (b) comply with any reasonable directions of the department with respect to work health and safety.

15 Workplace Gender Equality

- (a) This clause 15 applies only to the extent that the SI is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (**WGE Act**).
- (b) The SI must comply with its obligations under the WGE Act.
- (c) If the SI becomes non-compliant with the WGE Act during the Term, it must Notify the department.
- (d) If the Term of this Deed exceeds 18 months, the SI must provide a current letter of compliance within 18 months from the Commencement Date and following this, annually, to the department.

16 Illegal Workers

- (a) For the purposes of this clause, an **Illegal Worker** is a person who:
 - (i) unlawfully entered and remains in Australia; or
 - (ii) has lawfully entered Australia, but:
 - (A) remains in Australia after his or her visa has expired; or
 - (B) is working in breach of his or her visa conditions.
- (b) The SI must ensure that no Personnel, including those engaged by any of its Subcontractors which employ Personnel in Australia, are Illegal Workers.

17 Subcontractors

- (a) The SI must only subcontract the performance any of its obligations under this Deed to an Approved Subcontractor.
- (b) The SI remains fully responsible and liable for all Services and Deliverables.
- (c) The SI must:
 - (i) not subcontract on terms that would permit a Subcontractor to do or omit to do something that would, if done or omitted to be done by the SI, constitute a breach of this Deed or any Work Order;
 - (ii) not subcontract with an entity that has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid any judgment amount; and

- (iii) ensure that all of its Subcontractors have agreed that their participation in performing the Services may be publicly disclosed by the department.

18 Key Personnel

- (a) The SI acknowledges that a factor in the department's selection of it as a member of the SI Panel is the availability, to perform work for the department, of the SI Personnel named in the SI's response to the RFT for the procurement of a systems integrator panel and who are specified in Schedule 2 of this Deed (**Key Personnel**).
- (b) In a Request for Quotation, the department may designate certain SI Personnel positions which in the department's view are critical to providing the Services and Deliverables (**Key Roles**). If the department does so:
 - (i) in the quotation, the SI must nominate Key Personnel to fill these Key Roles; and
 - (ii) unless expressly provided otherwise in the Work Order, the SI must cause all Key Personnel nominated in a Work Order to devote substantially all of their time and effort to the provision of the Services and Deliverables under that Work Order.
- (c) The SI must use its best endeavours to retain all individuals originally or subsequently designated as Key Personnel. If such Key Personnel are contractors, the SI must ensure that such Key Personnel do not have the right to terminate their agreement with the SI for convenience.
- (d) The SI must not replace, transfer, reassign, make redundant or otherwise terminate the employment of any Key Personnel without the department's prior written consent, which must not be unreasonably withheld or delayed.

19 Conflict of Interest

- (a) If, during the term of this Deed or any Work Order, a Conflict of Interest or potential Conflict of Interest arises, the SI must immediately Notify the department in writing.
- (b) The SI must resolve any Conflict of Interest or potential Conflict of Interest to the department's reasonable satisfaction within such reasonable time and manner as the department directs. If the SI does not do so, the department may terminate this Deed or any Work Order for default.

20 Security

20.1 Security Requirements

The SI must comply with:

- (a) the Australian Government Protective Security Policy Framework (*PSPF*) and the Australian Government Information Security Manual (*ISM*); and
- (b) the department's security policies which the department notifies to the SI, including the department's policies on taking department Data off-shore, making department Data available off-shore and remote access to the department's systems.

20.2 Security audit

- (a) The department may require the SI to conduct, or cooperate with a Third Party Supplier in conducting, a security audit of the data security requirements and policies that the SI has in place to protect department Data and department Materials.
- (b) If the results of the security audit indicate that the data security requirements and policies in place to protect department Data and department Materials do not meet Industry Best Practice, the department may require the SI to take such steps as are necessary to improve the data security requirements and policies to at least that standard, at no additional cost to the department.

21 Privacy

- (a) The SI acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the *Privacy Act 1988* (Cth) (*Privacy Act*), and agrees in respect of the performance of its obligations under this Deed:
 - (i) to use or disclose Personal Information obtained during the course of performing its obligations under this Deed only for the purposes of this Deed;
 - (ii) not to do any act or engage in any practice that would breach an Australian Privacy Principle (APP) in Schedule 1 of the Privacy Act, which if done or engaged in by the department, would be a breach of that APP; and
 - (iii) to notify the department immediately if the SI becomes aware of a breach or possible breach of any of this clause, by the SI or any of its Subcontractors.

22 Protected information

The SI must ensure that when handling the following types of information, it complies with the following legislation:

Information	Legislation with which the SI must comply
'protected information' as defined in section 23 of the <i>Social Security Act 1991</i>	Division 3 – Confidentiality of Part 5 of the <i>Social Security (Administration) Act 1999</i>
'protected information' as defined in section 3 of <i>A New Tax System (Family Assistance) (Administration) Act 1999</i>	Division 2 – Confidentiality of Part 6 of <i>A New Tax System (Family Assistance) (Administration) Act 1999</i>
'protected information' as defined in section 6 of the <i>Paid Parental Leave Act 2010</i>	Division 3 – Confidentiality of Part 4-1 of the <i>Paid Parental Leave Act 2010</i>
'protected information' as defined in section 3 of the <i>Student Assistance Act 1973</i>	Division 3 – Confidentiality of Part 10 of the <i>Student Assistance Act 1973</i>

23 Confidentiality

23.1 SI obligation of confidentiality

- (a) The SI must keep the department Confidential Information confidential and must not disclose it to any person except:
 - (i) subject to clause 23.1(b), if required to do so by Australian Law;
 - (ii) to employees, Advisers and auditors of the SI or its Related Bodies Corporate who require the information for the purposes of the Deed and any Work Order, provided they are subject to confidentiality obligations which are no less onerous than those contained in this Deed and any Work Order;
 - (iii) with the department's prior written permission, not to be unreasonably withheld or delayed; or
 - (iv) subject to clause 23.1(b), if the SI is required to do so in connection with legal proceedings relating to the Deed or any Work Order.
- (b) Prior to disclosing the department Confidential Information under clause 23.1(a)(i) or 23.1(a)(iv), the SI must promptly Notify the department, so as to provide the department an opportunity to contest or limit the content of that disclosure.

- (c) The obligation of confidence in this clause 23.1 includes any department Confidential Information provided to or obtained by the SI before entering into this Deed.

23.2 Department obligation of confidentiality

- (a) The department must keep the SI Confidential Information confidential, and must not disclose any such SI Confidential Information to any person except:
 - (i) subject to clause 23.2(b), to employees and Advisers of the department who require the information for the purposes of the Deed and any Work Order and who are subject to confidentiality obligations no less onerous than those in the Deed and any Work Order;
 - (ii) if the department is required to do so by Australian Law;
 - (iii) if the department is required to do so in connection with legal proceedings relating to the Deed or any Work Order;
 - (iv) to any Commonwealth agency or Minister for any legitimate government purpose or process;
 - (v) to Parliament or any committee of the Parliament;
 - (vi) to any Accountability Body;
 - (vii) pursuant to the *Freedom of Information Act 1982*; or
 - (viii) with the SI's prior written permission, not to be unreasonably withheld or delayed.
- (b) The department may disclose, or require the SI to disclose, SI Confidential Information to the CSV, an SI Panellist or any third party for the purposes of the WPIT Programme, provided that:
 - (i) the department obtains the SI's consent, with such consent not to be unreasonably withheld or delayed by the SI; and
 - (ii) if the third party is a competitor of the SI, the third party has entered into a confidentiality agreement with the SI on the same or similar terms to clause 23.2.

23.3 No reduction in other obligations

Nothing in this clause 23 derogates from any other obligation a Party may have at Law, or under any agreement, in respect to confidentiality, privacy, protection of Personal Information, security or information protection.

24 Freedom of Information

- (a) In this clause, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982*.

- (b) The SI acknowledges that this Deed is a Commonwealth contract.
- (c) If the department receives a request pursuant to the *Freedom of Information Act 1982* for access to a document created by, or in the possession of, the SI or one of its Subcontractors that relates to the performance of this Deed (other than the entry into this Deed), the department may at any time by Notice require the SI to provide the document to the department and the SI must, at no cost to the department, promptly comply with the Notice.
- (d) The SI must include, in any subcontract relating to the performance of this Deed, provisions that will enable the SI to comply with its obligations under this clause.

25 Insurance

25.1 Insurance requirements

- (a) The SI must maintain, and must ensure that all of its Subcontractors maintain, the following insurances, on ordinary terms and with no unusual exclusions, with an insurer that is acceptable to the department, acting reasonably:
 - (i) public liability insurance during the Term covering claims in respect of:
 - (A) loss of, loss of use of, destruction or damage to, real or personal property, to the value of at least \$20 million per occurrence; and
 - (B) injury to, or disease or death of, persons, arising out of or in connection with the performance by the SI or one of its Subcontractors of the Services or other obligations under the Deed and any Work Order, to the value of at least \$20 million per occurrence;
 - (ii) product liability insurance during the Term and for three years after it ends to the value of at least \$20 million per occurrence;
 - (iii) professional indemnity insurance during the Term and for three years after it ends to the value of at least \$25 million per occurrence; and
 - (iv) workers' compensation insurance as required by law.
- (b) The department may, in any Work Order, require the SI to maintain (and ensure that some or all of its Subcontractors maintain) the types of insurances specified in this clause to a value greater than specified in this clause.
- (c) The department may, in any Work Order, require the SI to maintain (and ensure that some or all of its Subcontractors maintain) insurance policies which comply with any other requirements the department determines necessary, based on its assessment of the risks and potential liabilities of each Work Order.

- (d) The SI must provide such reasonable evidence of the insurance policies required by this clause as the department may request, including evidence of the extent and scope of cover and any exclusions or limitations which apply.

25.2 Insurance policies

The SI must ensure that each of the insurance policies referred to in clause 25.1(a) allows unlimited reinstatement, unless otherwise agreed in writing by the department.

26 Access and audit

- (a) The SI must, at no additional cost to the department, provide to the department, and any Accountability Body, access at reasonable times and on reasonable Notice (unless circumstances reasonably preclude such Notice) to the SI's premises, IT systems and networks, Personnel, and all SI Materials relating to this Deed, for the purpose of performing audits and inspections to:
 - (i) verify the integrity of the department Materials;
 - (ii) examine the systems that process, store, support and transmit the department Materials;
 - (iii) verify the SI's performance of the Services and provision of Deliverables and calculation and invoicing of Fees under this Deed;
 - (iv) enable the department to ensure the security and maintenance of its systems and Services or verifying the Services and compliance with this Deed; and
 - (v) examine any other matters determined by the department or the Accountability Body to be relevant to the performance of this Deed and any Work Order.
- (b) If an Accountability Body is performing the audit in accordance with clause 26(a), the department will:
 - (i) Notify the SI of the body which will be performing the audit; and
 - (ii) (unless statutory confidentiality provisions apply to the body) arrange reasonable confidentiality undertakings from that Accountability Body if it is able to do so. Without limitation, the confidentiality undertaking given by the Accountability Body must permit the person undertaking the audit to disclose the results of the audit to the department.
- (c) The SI must provide full co-operation to the department and any Accountability Body for the purposes of this clause.
- (d) Each Party must bear its own costs of all inspections, access and audits, unless otherwise agreed by the Parties.
- (e) This clause 26 applies during the Term and for two years after the expiration or termination of all Work Orders.

27 Definitions and Interpretation

- (a) Except where a contrary intention is expressed, the definitions contained in:
 - (i) Schedule 5; and
 - (ii) any in-text definitions;
 apply to this Deed and any Work Order.
- (b) In this Deed and any Work Order, except where a contrary intention is expressed:
 - (i) the singular includes the plural, and vice versa;
 - (ii) a gender includes all other genders;
 - (iii) another grammatical form of a defined word or expression has a corresponding meaning;
 - (iv) a reference to a Party is to a party to this Deed, and includes the Party's executors, administrators, successors and permitted assignees and substitutes;
 - (v) a reference to A\$, \$A, dollar or \$ is to Australian currency;
 - (vi) a reference to time is to Canberra, Australia time;
 - (vii) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
 - (viii) if a day on or by which an obligation must be performed or an event must occur (other than obligations or events relating to Services or Deliverables) is not a Business Day, the obligation must be performed, or the event must occur, on or by the next Business Day;
 - (ix) headings are for ease of reference only and do not affect interpretation; and
 - (x) words of inclusion must not be read as implying a limitation (so, for example, 'including' must be read so as to mean 'including, without limitation,').

28 Survival

The following clauses survive expiry or termination of this Deed and any Work Order:

- (a) clause 7 (Termination) in so far as it relates to rights and obligations arising on termination;
- (b) clause 13.5 (Liability net of Input Tax Credit);
- (c) clause 17(b) (Liability for Subcontractors);
- (d) clause 20 (Security);

- (e) clause 21(Privacy);
- (f) clause 22(Protected Information);
- (g) clause 23 (Confidentiality);
- (h) clause 24 (FOI);
- (i) clause 25 (Insurance);
- (j) clause 26 (Access and audit);
- (k) clause 29 (Notices);
- (l) clause 30 (Governing Law and Jurisdiction);
- (m) any clauses that are expressed to, or which by their nature, survive termination or expiry, including warranties, limitations on liability (including liquidated damages) and licences; and
- (n) all definitions, interpretational provisions and other clauses required to give effect to the clauses referred to in this clause 28.

29 Notices and Nominated Representatives

- (a) Schedule 1 specifies the details of the department Representative and the SI Representative, including the address for delivery of Notices. Either Party may Notify the other party of any changes to Schedule 1.
- (b) Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed or a Work Order:
 - (i) must be in writing and signed by the sender (or in the case of email, set out the full name and position of the sender or person duly authorised by the sender); and
 - (ii) must be delivered to the Department Representative or SI Representative at the address for delivery of Notices set out in Schedule 1.

30 Governing Law and Jurisdiction

This Deed and all Work Orders are governed by the laws of New South Wales. In relation to these agreements and related non-contractual matters each Party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

Schedule 1: Nominated Representatives

department Representative	
Name	
Title	
Contact phone	
Address for delivery of Notices	[Postal address] [Physical address – if applicable] [Email address]
SI Representative	
Name	
Title	
Contact phone	
Address for delivery of Notices	[Postal address] [Physical address – if applicable] [Email address]

Schedule 2: Key Personnel

Key Personnel – P1	
Name	
Title	
Role	
Contact phone	
Contact details	[Postal address] [Physical address – if applicable] [Email address]
Key Personnel – P2	
Name	
Title	
Role	
Contact phone	
Contact details	[Postal address] [Physical address – if applicable] [Email address]
Key Personnel – P3	
Name	
Title	
Role	
Contact phone	
Contact details	[Postal address] [Physical address – if applicable] [Email address]
[Repeat as necessary]	

Schedule 3: Pricing Schedule

Table 1. Personnel rates

Personnel Role	Personnel Level	Onshore/Off-shore	Location	Daily Rate (excl. GST)	GST amount (\$)	Daily Rate (inc. GST)

The following indexation rates will apply to the Daily Rates specified above:

- (a) for Personnel onshore, [insert indexation rate and interval]; and
- (b) for Personnel offshore, [insert indexation rate and interval].

Schedule 4: Confidential Information

SI Confidential Information		
Information OR Document (or part of a document)	Period of confidentiality	Reason for confidentiality

Department Confidential Information		
Information OR Document (or part of a document)	Period of confidentiality	Reason for confidentiality

Schedule 5: WPIT Programme Glossary

In this Deed, unless the contrary intention appears:

Accountability Body means the Australian National Audit Office, the Office of the Australian Information Commissioner, the Commonwealth Ombudsman and other agents, inspectors, regulators and representatives as the department may designate.

Adviser means in relation to a Party, a financier, financial adviser, corporate adviser, legal adviser, or technical or other expert adviser or consultant who provides advisory services in a professional capacity to the market in general and who has been engaged by the Party.

Approved Subcontractor means a Subcontractor of the SI that is specified as an Approved Subcontractor in a Work Order or this Deed.

Australian Industry Participation Plan or AIP Plan means the Australian Industry Participation Plan developed in accordance with the 'Australian Industry Participation Plans: User Guide for developing an Australian Industry Participation plan (available at www.industry.gov.au/aip) and approved by the Department of Industry, Innovation and Science.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Canberra, ACT unless otherwise specified in a Work Order.

Commencement Date means the date of execution of this Deed or if executed on different dates, the later of those dates.

Commonwealth means the Commonwealth of Australia.

Conflict of Interest means any matter, circumstance, interest, or activity affecting the SI (including SI Personnel) which may or may appear to impair the ability of the SI to provide the Services to the department diligently and independently and includes a conflict between:

- (a) the obligations of the SI or its Personnel to the department and their obligations to another person; and
- (b) the interests of the SI or its Personnel and their obligations to the department.

Core Software Vendor or CSV means the supplier of the discrete integrated suite of commercial off-the-shelf software components that are engineered and certified to operate as an integrated technology platform provided by a single software vendor (including any subcontractors) for the WPIT Programme.

Customer means any person who is the recipient of services delivered by, or on behalf of, the department.

Deliverable means any tangible or intangible product (including software and documentation) which is supplied or which is required to be supplied under a Work Order.

department Confidential Information means all information of a confidential nature, in any form whether tangible or not and whether visible or not, disclosed or communicated by the department to the SI, or learnt or accessed by the SI, or to which the SI is exposed as a result of being part of the WPIT Programme and includes:

- (a) any information and material concerning the contractual or commercial dealings, financial details, proposed products or services, Customers, employees, internal policies or the Intellectual Property Rights of the department or its dealings as part of the WPIT Programme;
- (b) department Customer Data;
- (c) any security classified information (as that term is defined in the Protective Security Policy Framework); and
- (d) information listed as 'Confidential Information' in Schedule 4 of this Deed or a Work Order;

but does not include information or material which:

- (a) is already in the public domain, or enters the public domain other than due to a breach by the SI of its confidentiality obligations to the department;
- (b) the SI can prove that it already knew at the time of disclosure other than due to a breach by the SI of its confidentiality obligations to the department; or
- (c) the SI has obtained from a source other than the department or any of its authorised representatives, when that source is entitled to disclose it without an obligation of confidence.

department Customer Data means:

- (a) all data and expressions of data held in, or included in reports generated by, the WPIT System or any other departmental system (including legacy systems);
- (b) the identity of any individual to whom the department provides a service delivery function and information about the nature of that service;
- (c) Personal Information of Customers which is received or learnt by the SI from the department or as a consequence of or in the performance of this Deed or a Work Order; and
- (d) data comprised in, or relating to the usage of, services provided to any individual by the department.

department Data means:

- (a) department Customer Data;
- (b) department Confidential Information; and
- (c) department Information.

department Information means all information disclosed or communicated by the department to the SI, or learnt or accessed by, or to which the SI is exposed, as a result of being part of the

WPIT Programme (which is not department Customer Data or department Confidential Information) including:

- (a) all information relating to or developed in connection with the business, technology, Customers or other affairs of the department;
- (b) any systems, technology, ideas, concepts, know-how, techniques, designs, specification, blueprints, tracings, diagrams, models, functions and capabilities (including without limitation, computer software or other information embodied in drawings or specifications); and
- (c) any other information or data relating to the WPIT Programme which is owned or controlled by the department.

department Material means any Materials belonging to the department.

department Personnel means any Personnel of the department.

department Representative means the person appointed for that purpose under this Deed specified in Schedule 1.

Fees means the fees payable in accordance with clause 12.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999*.

Industry Best Practice means the exercise of the highest degree of skill, care, prudence and foresight reasonably to be expected of skilled and experienced suppliers of business transformation and technology related products and services.

Key Personnel means the SI Personnel listed in Schedule 2 or in a Work Order, and any personnel properly added under clause 18, excluding personnel properly replaced under clause 18.

Law means 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.

Materials means all materials (including documents, records, software) owned by a Party or used by a Party in the performance of its obligations under this Deed or a Work Order.

Notice has the meaning given to it in clause 29.

Notify means giving Notice and **Notification** has a corresponding meaning.

Participants has the meaning given in clause 1(b).

Party means each of the department and the SI, as applicable, and Parties means both of them.

Personal Information has the meaning given to that term in the *Privacy Act 1988*.

Personnel means all of the officers, employees, agents, consultants and contractors of an entity.

Pricing Schedule means Schedule 3 to this Deed which states the basis on which the SI will charge for Work Orders made under this Deed.

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001*.

Representative means the department Representative or the SI Representative as the context requires.

Services means the services to be provided to the department by the SI pursuant to this Deed and pursuant to any Work Orders issued under this Deed and includes the supply of the Deliverables.

SI means system integrator.

SI Confidential Information means:

- (a) information that is listed as confidential information in Schedule 4 of this Deed;
- (b) information concerning the pricing proposals and the breakdown of the Fees charged by the SI to the department; or
- (c) the information (if any) specifically designated as 'SI Confidential Information' in a Work Order,

in any form whether tangible or not and whether visible or not, disclosed or communicated by the SI to the department, but does not include information which:

- (d) is already in the public domain, or enters the public domain other than due to a breach by the department of its confidentiality obligations to the SI;
- (c) the department can prove that it already knew at the time of disclosure other than due to a breach by the department of its confidentiality obligations to the SI;
- (d) the department has obtained from a source other than the SI or any of its authorised representatives, when that source is entitled to disclose it without an obligation of confidence; or
- (e) is in the AIP Plan.

SI Panel means the panel of system integrators appointed by the department as part of the WPIT Programme, including the SI.

SI Panellist means any provider of business transformation and technology related services appointed to the SI Panel by the department as part of the WPIT Programme, other than the SI, as Notified to the SI (and **SI Panellists** means all of them).

SI Personnel means any Personnel of the SI who are engaged to provide services in accordance with the WPIT Programme, whether or not located on department premises, and includes Approved Subcontractors and their Personnel.

SI Representative refers to the relationship executive specified in Schedule 1 who is designated and authorised by the SI as the SI's primary contact for all matters relating to this Deed and any Work Order.

Subcontractor means a third party (including an Approved Subcontractor) that a Participant has engaged to deliver some or all of the Services and Deliverables.

Tax Invoice has the meaning given by the GST Law.

Term has the meaning given in clause 6.1 of this Deed.

Third Party Supplier means any party retained by or on behalf of the department to provide to the department goods or services related to the WPIT Programme and which is not itself a Participant or an Approved Subcontractor of a Participant.

Work Health and Safety legislation means the *Work Health and Safety Act 2011* (Cth) and any State or Territory legislation that deals with work health and safety that applies to the SI in any place in which it is performing Services.

Work Order means an order for Services or Deliverables that is agreed between the Parties under clause 10 of this Deed.

WPIT Programme Outcomes means the outcomes listed in clause 2 of this Deed.

Signing Page

Executed and delivered as a deed.

Executed for and on behalf of the
Commonwealth of Australia represented by
the delegate of the Secretary of the
Department of Human Services in the
presence of:

Signature of the delegate of the Secretary of
the Department of Human Services

Witness signature

Print name of the delegate

Print name

Position

Date of execution

Place of execution

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
[Systems Integrator]:

Director signature

Director/Company Secretary signature

Print name

Print name

Date of execution

Place of execution



**Attachment K: Tranche One
Participation Deed**

RFT for the procurement of a Systems Integrator Panel



THIS DEED is made on 2016

BETWEEN:

1. **THE COMMONWEALTH OF AUSTRALIA**, represented by the Department of Human Services ABN 90 794 605 008 (the **department**)
2. **[PARTICIPANT NAME]**, ABN **xx xxx xxx xxx** (the **Participant**).

RECITALS:

1. The department is conducting the Welfare Payment Infrastructure Transformation Programme (**WPIT Programme**).
2. Following a Request for Tender process, the department and the Participant entered into a Standing Offer Panel Deed on **[Insert date] xx 2016** (the **Panel Deed**).
3. The department has invited the Participant to participate in a Competitive Dialogue (**CD**) process under the Panel Deed for certain bundles of work for the WPIT Programme.
4. **[Insert name] xx ABN xx xxx xxx xxx** (the **CSV**) has been invited to participate in CD and will contribute to CD as the provider of the core off-the-shelf software suite.
5. **[Insert name] xx ABN xx xxx xxx xxx** (the **Other SI**) has also been invited to participate in CD on the same basis as the Participant.

OPERATIVE PROVISIONS:

The parties agree as follows.

1. Interpretation

- 1.1. In this deed (including the Schedules), the following terms have the meaning given below unless the context requires otherwise:

CD Execution Phase means the period commencing on the date when the department commences face-to-face interactions with the Participant and the Other SI as part of the CD process and ending on the date face-to-face interactions have concluded and the Participant and the Other SI have provided their final submissions to the department for CD.

CD Period means the period commencing on the date of this deed and ending on the first to occur of the following:

- a) the date that the department and the Participant sign a Work Order (if the Participant is selected as the T2 SI);
- b) the date that the department and the Other SI sign a work order under a WPIT Programme Standing Offer Panel Deed between the department and the Other SI (if the Other SI is selected as the T2 SI).

Clause means a clause of this deed.

Department Confidential Information means Department Material that has any of the following characteristics:

- a) it is marked (or it is covered by a document that is marked) “confidential”, “sensitive”, “for official use only”;
- b) it includes personal information (within the meaning of the *Privacy Act 1988*) of any of the department’s customers; or
- c) it relates to the department’s current or proposed IT system architecture or IT security architecture or protocols.

Department Material means all information and materials provided to the Participant (for clarity, including to Group Members or Personnel) by the department for or in connection with CD, whether provided before or during the CD Period, and includes information and materials provided verbally, in hard copy or electronically.

Group Member means any of the following:

- a) a related body corporate of the Participant (within the meaning of the *Corporations Act 2001*);
- b) a subcontractor of the Participant in relation to the WPIT Programme (including in relation to CD);
- c) an agent or representative of the Participant in relation to CD.

Participant Work Product means all information and materials provided to the department directly or indirectly by the Participant (for clarity, including by Group Members and Personnel on behalf of the Participant) for or in connection with CD (whether provided before or during the CD Period) but does not include any Department Material incorporated in Participant Work Product.

Permitted Act means any of the following:

- a) using material without identifying authorship;
- b) substantially altering material;
- c) supplementing material with additional material; and
- d) using material in a different context to what was envisaged.

Falsely attributing authorship is not a Permitted Act.

Personnel means employees and contractors of the Participant or a Group Member involved in participating in CD and includes Tier One Individuals and Tier Two Individuals.

Schedule means a schedule to this deed.

T2 SI means the SI selected to perform SI functions for Tranche Two of the WPIT Programme.

Tier One Individuals means the individuals named in Schedule 2 (as amended from time to time in accordance with Clause 5).

Tier Two Individuals means the individuals named in Schedule 3 (as amended from time to time in accordance with Clause 5).

Work Order means a work order signed by the department and the Participant under the Panel Deed.

2. Process

- 2.1. The Participant acknowledges that it has received a document from the department entitled "Rules for Request for Refined Offer Process" (**CD Rules**) that covers the evaluative aspects of CD and agrees to comply with those CD Rules.
- 2.2. The Participant acknowledges that all evaluative aspects of CD are covered exclusively in the CD Rules (which do not create legal rights or obligations between the Participant and the department) and the department does not have obligations to the Participant in relation to any evaluative aspects of CD under this deed.
- 2.3. The Participant acknowledges that, under the CD Rules, the department may vary or discontinue CD at any time for any or no reason and that the department will have no legal liability to the Participant if such variation or discontinuation occurs.
- 2.4. The Participant acknowledges that, even though it participates in CD, the department may not sign a Work Order or otherwise engage the Participant to do any paid work for the WPIT Programme.
- 2.5. The Participant acknowledges that the department will not make any payment to the Participant (including by way of fees or reimbursement of expenses) in relation to preparations for, or the conduct of CD, in any circumstances.
- 2.6. The Participant acknowledges that, following CD, if the department signs a Work Order, the Work Order may incorporate (at the discretion of the department) any Participant Work Product and the Participant may be required under the Work Order to confirm the accuracy of representations included in Participant Work Product and to deliver solutions in accordance with Participant Work Product.

3. Intellectual Property

- 3.1. The Participant grants the department a perpetual, world-wide, fully paid up, royalty free, irrevocable, non-exclusive licence to use, reproduce, modify and adapt any Participant Work Product for the activities of the department as they may change from time to time.

3.2. For clarity, the licence in Clause 3.1:

- 3.2.1. extends to contractors and consultants of the department engaged by the department from time to time to assist with the activities of the department from time to time;
- 3.2.2. authorises the department to use and adapt some or all of any Participant Work Product in designs for systems to support the WPIT Programme (with or without other third party work product) or other department systems;
- 3.2.3. extends beyond the CD Period; and
- 3.2.4. does not include any licence to the department in relation to the CSV's software products.

3.3. The Participant warrants to the department that the department's use of Participant Work Product in accordance with the licence described in Clauses 3.1 and 3.2 will not infringe the intellectual property rights of a third party.

3.4. The Participant must use its best endeavours to obtain a written consent from each author of Participant Work Product to enable the department to do a Permitted Act, even if the doing of that Permitted Act would otherwise be an infringement by the department of the author's moral rights.

3.5. If the department provides a notice to the Participant requesting the consents referred to in Clause 3.4, the Participant must promptly provide those consents to the department.

3.6. The Participant must ensure that no Participant Work Product is marked in a manner that asserts intellectual property rights that are inconsistent with the requirements of this Clause 3.

3.7. The Participant must use industry best practice to ensure that any Participant Work Product provided to the department in digital form is free from malicious code.

3.8. The department grants the Participant a world-wide, fully paid up, royalty free, revocable, non-exclusive licence to use Department Material during the CD Period, but only for the purpose of participating in CD or providing associated services to the department.

3.9. Unless otherwise permitted by the department in a notice from the department to the Participant, before the commencement of CD, the Participant must execute and deliver a deed poll to the department that is substantially in the form of Schedule 5.

4. Confidentiality

Department Confidential Information

4.1. The Participant must keep Department Confidential Information confidential and only use such material for purpose of participating in the CD process, providing associated services to

the department or another purpose specified in a notice from the department to the Participant.

- 4.2. The Participant must take all steps and do all such things as may be reasonably necessary or prudent to keep Department Confidential Information secure and protected from loss, theft, unauthorised access or unauthorised modification.
- 4.3. The Participant must notify the department as soon as practicable if the Participant becomes aware of any unauthorised access to, or unpermitted use or improper disclosure of any Department Confidential Information.
- 4.4. Unless otherwise permitted by the department in a notice from the department to the Participant, before the commencement of CD, the Participant must ensure that all Tier One Individuals, all Tier Two Individuals and any Personnel that may need to have access to Department Confidential Information, execute and deliver to the department a deed that is substantially in the form of Schedule 4.
- 4.5. Unless otherwise permitted by the department in a notice from the department to the Participant, the Participant must ensure that only Personnel who have executed and delivered to the department a deed substantially in the form of Schedule 4 will be given access to Department Confidential Information.
- 4.6. If required by the department in a notice to the Participant, the Participant must delete or destroy all Department Confidential Information stored in electronic form or return the Department Confidential Information to the department, and provide a notice to the department confirming that the Department Confidential Information has been deleted, destroyed or returned as required.
- 4.7. The Participant does not breach its obligations to the department in Clause 4.1 in any of the following circumstances:
 - 4.7.1. the Participant is required by law to disclose the Department Confidential Information and discloses Department Confidential Information only to the extent so required;
 - 4.7.2. the Participant independently develops information or materials similar or identical to the Department Confidential Information and the Participant discloses or uses the developed information or materials;
 - 4.7.3. a third party (other than a party acting in breach of its obligations of confidence to the department) provides information or materials similar or identical to the Department Confidential Information to the Participant and the Participant discloses or uses these third party provided information or materials;
 - 4.7.4. information or materials similar or identical to the Department Confidential Information becomes public (other than as a result of a breach of this deed by the Participant) and the Participant discloses or uses the publicly available information or materials; or
 - 4.7.5. the department expressly consents to the use or disclosure of Departmental Confidential Information in a notice provided to the Participant by the

department, provided that the Participant complies with any conditions included by the department in the notice.

- 4.8. If the Participant is required by law to disclose Department Confidential Information, it must inform the department as soon as practicable by sending a notice to the department (unless the act of informing the department of the proposed or actual disclosure would be contrary to law).
- 4.9. The Participant acknowledges that damages may not be an adequate remedy for the department in relation to an actual or threatened breach by the Participant of its obligations under Clause 4.1.

Department's confidentiality obligations

- 4.10. The Participant acknowledges that the only aspects of Participant Work Product that may be made confidential to the Participant are proposed component pricing and proposed commercial terms for any proposed Work Order (**Participant Relevant Information**). Participant Work Product that relates to design solutions, design proposals, methodologies and approaches are not confidential to the Participant, and may be disclosed by the department to the CSV and Other SI.
- 4.11. The Participant must ensure that Participant Work Product is not marked with assertions of confidentiality that are inconsistent with Clause 4.10.
- 4.12. The Participant acknowledges that this deed is not itself confidential.
- 4.13. The Participant acknowledges that if, subsequent to CD, the department and the Participant enter into a Work Order, the only terms of the Work Order that may be confidential to the Participant are components of agreed pricing. For clarity, the total value of the Work Order will not be confidential.
- 4.14. If the Participant properly advises the department in writing that specific Participant Relevant Information is confidential, the department must keep that information confidential.
- 4.15. The department does not breach its obligations to the Participant in Clause 4.14 in any of the following circumstances:
 - 4.15.1. the department is required by law to disclose the Participant Relevant Information, provided that the disclosure is limited to information or material required to be disclosed;
 - 4.15.2. the department discloses the Participant Relevant Information to a Minister (or his or her staff or advisors), to the department's advisers for the WPIT Programme or to a governance forum or committee for the WPIT Programme;
 - 4.15.3. the department discloses the Participant Relevant Information, on request, to a Parliamentary Committee, the Australian National Audit Office, the Ombudsman

- or any external reviewer undertaking a formal investigation of aspects of the WPIT Programme (or any of their staff or advisors);
- 4.15.4. the department discloses the Participant Relevant Information under, and in accordance with the *Freedom of Information Act 1982*, after consultation with the Participant to the extent required by that Act; or
- 4.15.5. if Participant Relevant Information is incorporated into a Work Order and the department discloses the Work Order (other than components of agreed pricing) – see Clause 4.13.

5. Resource Commitments

- 5.1. The Participant acknowledges that the CD Execution Phase will be held in **[insert location] xx**, will commence on or about **[insert date] xx** and will continue for approximately 3 months.
- 5.2. The Participant must make the Tier One Individuals consistently available on a full-time basis for the duration of the CD Execution Phase.
- 5.3. The Participant must make the individuals named in Part 1 of Schedule 2 regularly available on business days to participate in CD at the department's nominated premises for the duration of the CD Execution Phase.
- 5.4. The Participant must make the Tier Two Individuals available on a part-time basis to participate in CD, for the duration of the CD Execution Phase.
- 5.5. The Participant acknowledges that only individuals named in Part 1 of Schedule 2 or Part 1 of Schedule 3 may attend the department's nominated premises to participate in CD.
- 5.6. The Participant acknowledges that only Tier One Individuals and Tier Two Individuals may participate in CD by teleconference or video conference or by accessing the department's systems.
- 5.7. The Participant represents to the department that all individuals named in Part 1 of Schedule 2 or Part 1 of Schedule 3 have a continuing right under Australian law to engage in paid employment in Australia for the duration of CD.
- 5.8. The Participant must ensure that, at the request of the department in a notice to the Participant, all Tier One Individuals and Tier Two Individuals give consents and provide information reasonably required by the department (**Security Vetting Information**) to enable the department to conduct such background, probity, immigration and security checks it considers appropriate.
- 5.9. If the department cannot conduct a background and security check on a Tier One Individual or a Tier Two Individual (to the extent considered appropriate by the department) because of a failure of the individual to provide Security Vetting Information or because the individual's background is not checkable, the department may by notice to the Participant (without

providing reasons) remove the name of the individual from Schedule 2 or Schedule 3 (as appropriate).

- 5.10. If the department is not satisfied with the results of a background and security check on a Tier One Individual or a Tier Two Individual, the department may by notice to the Participant (without providing reasons or explaining the nature of any concerns) remove the name of the individual from Schedule 2 or Schedule 3 (as appropriate).
- 5.11. The department may, during the CD process and by notice to the Participant (without providing reasons or explaining the nature of any concerns), remove the name of an individual from Schedule 2 or Schedule 3 (as appropriate) in any of the following circumstances:
 - 5.11.1. the individual acts in a manner inconsistent with the Participant's confidentiality obligations specified in Clause 4 of this deed;
 - 5.11.2. the individual fails to comply with any confidentiality deed or agreement entered into by the individual for the benefit of the department or the Commonwealth;
 - 5.11.3. the individual acts in a manner inconsistent with any reasonable direction or notification from the department to the individual or the Participant regarding information security, physical security, probity or confidentiality; or
 - 5.11.4. the individual fails to comply with Clause 3.1 of Schedule 1 to this deed;
 - 5.11.5. the individual fails to comply with any applicable laws or policies of the Commonwealth, or any applicable policies of the department of which they have been informed.
- 5.12. If the department removes the name of an individual from Schedule 2 or Schedule 3 in accordance with this deed, the Participant must promptly arrange for the individual's removal from the CD process, and must comply with any reasonable direction from the department regarding the individual's removal. The department may, by notice to the Participant, require the Participant to promptly propose a replacement individual (of at least equivalent experience and skills) for inclusion into a specific Part of a specific Schedule, by giving notice to the department. The notice from the Participant must include Security Vetting Information for the replacement individual. Upon receiving such a notice, the department must, within 7 days, give a notice to the Participant either accepting the replacement (in which case the name of the individual is included in the relevant Part of the relevant Schedule) or rejecting the replacement. The department is not required to have or provide any reason for rejection.
- 5.13. The Participant may by notice to the department remove the name of an individual from Schedule 2 or Schedule 3 (as appropriate) if they are no longer available for the CD process. If the Participant removes the name of an individual under this Clause 5, it may propose a replacement individual (of at least equivalent experience and skills) for inclusion into a specific Part of a specific Schedule, by giving notice to the department. The notice must include Security Vetting Information for the replacement individual. Upon receiving such a notice, the department must, within 7 days, give a notice to the Participant either accepting the replacement (in which case the name of the individual is included in the relevant Part of the relevant Schedule) or rejecting the replacement. The department is not required to have or provide any reason for rejection.

- 5.14. If, following CD, the department signs a Work Order, the Work Order may name any Tier One Individual or Tier Two Individual as an individual who must be involved in the delivery of services under the Work Order.

6. Department Equipment

- 6.1. The department may (but is not obliged to) provide some Personnel with the department's computers, security devices and other equipment (**Department Equipment**) for use in connection with CD.
- 6.2. All Department Equipment remains the property of the department and the Participant must return the Department Equipment (at the Participant's cost) at the end of CD or such earlier time as may be specified in a notice from the department to the Participant.
- 6.3. The Participant may only use Department Equipment for the purpose of participating in CD or providing associated services to the department.
- 6.4. The Participant must keep Department Equipment safe and secure and must reimburse the department for any loss if the Department Equipment is stolen, lost or damaged. The Participant must inform the department as soon as practicable by notice if any Department Equipment is stolen, lost, damaged or if the Department Equipment becomes inoperative.

7. Security, conduct and probity

- 7.1. Until such time as the department notifies the Participant that CD has ended, the Participant must comply with the rules set out in Part 1 of Schedule 1.
- 7.2. Until such time as the department notifies the Participant that CD has ended, the Participant must ensure that all Personnel comply with the rules set out in Part 2 of Schedule 1.
- 7.3. Until such time as the department notifies the Participant that CD has ended, the Participant must ensure that all Personnel named in Part 1 of Schedule 2 and Part 1 of Schedule 3 comply with the rules set out in Part 3 of Schedule 1 whenever they are in possession of, or use, the department's property or systems or when they are at or near the department's nominated premises.
- 7.4. The Participant must put in place systems and controls to ensure that it complies with its obligations under Clauses 7.1, 7.2 and 7.3.
- 7.5. If the Participant becomes aware that it has breached, or is likely to have breached, its obligations under Clauses 7.1, 7.2 or 7.3, it must notify the department as soon as practicable and comply with any reasonable directions included in a notice from the department to the Participant to correct or mitigate the effect of the breach or likely breach.

8. Privacy

- 8.1. If Department Confidential Information includes personal information (within the meaning of the *Privacy Act 1988*), the Participant must not do anything (and must ensure that no Group Member or Personnel does anything) that, if done by the department, would be contrary to the Australian Privacy Principles (within the meaning of the *Privacy Act 1988*) or that would cause the department to otherwise breach the *Privacy Act 1988*.
- 8.2. If Department Confidential Information includes personal information (within the meaning of the *Privacy Act 1988*), the Participant must not store, transmit or access that personal information outside Australia and must ensure that no Group Member or Personnel stores, transmits or accesses that personal information outside Australia.

9. Liability

- 9.1. Subject to Clause 9.2 below, the department will not act to its financial detriment in reliance upon Participant Work Product and, accordingly, the Participant will have no legal liability to the department for errors, defects or omissions in Participant Work Product.
- 9.2. If, following CD, the department and the Participant enter into a Work Order:
 - 9.2.1. the Work Order may incorporate (at the discretion of the department) any Participant Work Product and oblige the Participant to undertake work and deliver solutions consistent with Participant Work Product; and
 - 9.2.2. the Participant may be required under the Work Order to assume liability for the accuracy of representations included in Participant Work Product.
- 9.3. The Participant agrees, for the benefit of the department, that it participates in CD at its own risk and the department does not have legal liability to the Participant as a consequence of any error, defect or omission in any information or material provided to the Participant as part of CD (whether the information was supplied before or during CD).
- 9.4. Nothing in this Clause 9 affects the operation of Clause 3.
- 9.5. If the Rules provide that the Participant must submit an irrevocable offer as part of CD, nothing in this Clause 9 affects that offer.

10. Machinery provisions

- 10.1. This deed may be executed in any number of counterparts, all of which taken together constitute the same document.
- 10.2. The obligations of each party to this deed commence on the date that the deed is signed by both parties. Those obligations continue indefinitely until this deed is terminated by the written agreement of the parties. If the deed is so terminated, the confidentially obligations in clause 4 will continue for a further 7 years.
- 10.3. This deed is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- 10.4. If requested in a notice to the Participant from the department, the Participant must provide the department, the Australian National Audit Office and the Privacy Commissioner with reasonable access to its premises, records and Personnel, and to the premises and records of Group Members) to enable an audit or assessment to be made of the Participant's compliance with its obligations under this deed. This obligation continues for 3 years after the CD Period.
- 10.5. Any notice to the Participant under this deed must be in writing and be sent to:
- [insert physical address and email] xx*
- 10.6. Any notice to the department under this deed must be in writing and be sent to:
- [insert physical address and email] xx*

Executed as a deed

**SIGNED, SEALED AND DELIVERED
ON BEHALF OF THE DEPARTMENT BY
A DELEGATE OF THE SECRETARY OF
THE DEPARTMENT OF HUMAN SERVICES
IN THE PRESENCE OF**

Signature of witness

Signature of delegate

Name of witness

Name of delegate

Position of delegate

Date of execution:

Place of execution: Canberra, Australia

**THE SEAL OF [XXX] WAS AFFIXED IN
THE PRESENCE OF, AND THE SEALING
IS ATTESTED BY**

Signature of director

Signature of director/secretary *{strike one}*

Name of director

Name of director/secretary

Date of execution:

Place of execution:

SCHEDULE 1**SECURITY, PROBITY AND BEHAVIOURAL RULES****PART 1 - RULES APPLYING TO THE PARTICIPANT***Security*

- 1.1. Where the Participant uses its own equipment (including but not limited to computing and wireless internet connectivity devices) on the department's premises during CD, it must ensure that the equipment does not interfere with the security or operations of the department's ICT systems.
- 1.2. During the CD Period, the Participant must take all reasonable steps to ensure that its Personnel involved in CD or in the provision of services to the department on the department's premises comply with any departmental policies governing the behaviour of departmental staff, as if those Personnel were departmental staff (but only to the extent that such policies have been explicitly drawn to the attention of the Participant).
- 1.3. During the CD Period, the Participant must take all reasonable steps to ensure that its Personnel involved in CD or in the provision of services to the department comply with the department's IT and physical security requirements, policies and directions, as if those Personnel were departmental staff (but only to the extent that such policies have been explicitly drawn to the attention of the Participant).
- 1.4. During the CD Period, the Participant must comply with any direction in a notice given by the department to the Participant regarding access, use or security of the department's premises, the use or security of the department's IT equipment or systems or the use or handling of Department Material, that is for the purpose of ensuring compliance with the Commonwealth Protective Security Policy Framework or the department's security policies.
- 1.5. The Participant must promptly send the department a notice if it becomes aware of any breach of the rules in this Schedule, including by its Personnel.

Probity

- 1.6. During the CD Period, the Participant must not enter into any contract or arrangement, or arrive at any understanding, with the CSV (including its related entities) or the Other SI (including its related entities) that has the purpose or effect of prescribing the conditions on which the CSV or the Other SI participates in CD or undertakes work for the department in relation to the WPIT Programme.

- 1.7. During the CD Period, if the Participant meets either the CSV or the Other SI (or both) in relation to the WPIT Programme, the Participant must ensure that a representative from the department also attends the meeting or discussion.
- 1.8. During the CD Period, if the Participant sends a communication to either the CSV or the Other SI (or both) in relation to the WPIT Programme, the Participant must ensure that a representative from the department is copied into the communication.
- 1.9. During the CD Period, the Participant must not offer any hospitality or gifts to the department's personnel, contractors or advisers or to the employees and contractors of the CSV or the Other SI.

Work health and safety

- 1.10. During the CD Period, whenever Personnel are on or near the department's premises, the Participant must:
 - 1.10.1. comply with any applicable legislative requirements in relation to work, health and safety (**WHS Law**) and provide reasonable assistance to the department to enable it to comply with WHS Law;
 - 1.10.2. ensure that Personnel participate in CD in a safe manner which does not risk the health, safety or welfare of any other person and that eliminates health and safety risks so far as reasonably practicable;
 - 1.10.3. ensure that Personnel comply with any workplace safety plan or instructions provided by the department;
 - 1.10.4. ensure that Personnel comply with any reasonable direction from the department in relation to work, health and safety; and
 - 1.10.5. promptly notify the department of any act, omission or thing which would adversely impact the work health and safety of Personnel or employees or contractors of the department, the CSV or Other SI working on the department's premises (regardless of whether that act, omission or thing was brought into effect by the Participant).

PART 2 - RULES APPLYING TO PERSONNEL

Security

- 2.1. Personnel must comply with all departmental IT security rules and document handling rules (but only to the extent that such rules have been explicitly drawn to the attention of Personnel).
- 2.2. Personnel must not use departmental equipment (including computers) for personal purposes or for business purposes unrelated to CD or the provision of services to the department.

Probity

- 2.3. During the CD Period, if Personnel attends a meeting or discussion between the Participant and the CSV relating to the WPIT Programme, or between the Participant and the Other SI relating to the WPIT Programme, Personnel must ensure that a representative from the department also attends the meeting or discussion.
- 2.4. During the CD Period, if Personnel sends a communication between the Participant and the CSV relating to the WPIT Programme, or between the Participant and the Other SI relating to the WPIT Programme, Personnel must ensure that a representative from the department is copied into the communication.
- 2.5. During the CD Period, Personnel must not offer any hospitality or gifts to the department's personnel, contractors or advisers or to the employees and contractors of the CSV or the Other SI.

PART 3 – ADDITIONAL RULES APPLYING TO ON-SITE PERSONNEL

- 3.1. When working in or near the department's premises, on-site Personnel must:
 - 3.1.1. ensure their behaviour is consistent with the APS values and the APS code of conduct (as defined by the *Public Service Act 1999*);
 - 3.1.2. comply with any departmental policies governing the behaviour of departmental staff, as if they were departmental staff (but only to the extent that such policies have been explicitly drawn to the attention of Personnel);
 - 3.1.3. comply with all departmental building and IT security rules (but only to the extent that such rules have been explicitly drawn to the attention of Personnel);
 - 3.1.4. display their departmental security pass at all times while on the department's premises, and not allow any other person to use their departmental pass;
 - 3.1.5. not use departmental equipment (including computers) for personal purposes or for business purposes unrelated to CD or the provision of services to the department; and
 - 3.1.6. only access departmental documents, or any materials brought onto the department's premises by the CSV or Other SI, to the extent that such access has been expressly authorised or permitted by the department.

- 3.2. On-site Personnel may bring their own electronic devices (including laptops, tablets and wireless internet connectivity devices) onto the department's premises and use these devices on the department's premises, provided that the use of the equipment does not cause disruption to employees or contractors of the department, the CSV or Other SI working on the department's premises, or cause any interference to the department's network or electronic devices.
- 3.3. On-site Personnel must:
 - 3.3.1. participate in CD in a safe manner which does not risk the health, safety or welfare of any other person and that eliminates health and safety risks so far as reasonably practicable;
 - 3.3.2. comply with any workplace safety plan or instructions provided by the department;
 - 3.3.3. comply with any reasonable direction from the department in relation to work, health and safety; and
 - 3.3.4. promptly notify the department of any act, omission or thing which would adversely impact the work health and safety of other Personnel or employees or contractors of the department, the CSV or Other SI working on the department's premises (regardless of whether that act, omission or thing was brought into effect by the Personnel).

SCHEDULE 2
TIER ONE INDIVIDUALS

Part 1 – On-site Personnel

NAME	POSITION	CITIZENSHIP	VISA STATUS (IF NOT AUSTRALIAN OR NEW ZEALAND CITIZEN)

Part 2 – Other individuals

NAME	POSITION	CITIZENSHIP

SCHEDULE 3
TIER TWO INDIVIDUALS

Part 1 – On-site Personnel

NAME	POSITION	CITIZENSHIP	VISA STATUS (IF NOT AUSTRALIAN OR NEW ZEALAND CITIZEN)

Part 2 – Other individuals

NAME	POSITION	CITIZENSHIP

SCHEDULE 4
CONFIDENTIALITY DEED POLL

[insert full name and address]

..... (in this deed poll “I”)

RECITALS:

- A. I am an employee or contractor of [insert name of Participant] (**Participant**). [or, if appropriate: I am an employee or contractor of [insert name of Group Member] (**Employer**), who is assisting [insert name of Participant] (**Participant**)]
- B. The Participant is participating in a Competitive Dialogue (**CD**) process with the Commonwealth of Australia represented by the Department of Human Services (the **department**) in relation to the Welfare Payment Infrastructure Transformation Programme (**WPIT Programme**).
- C. The department wishes to provide me with confidential information in connection with CD.
- D. I have agreed to provide the confidentiality undertakings to the department set out in this deed and I intend for the department to be able to enforce this deed against me.

1 DEFINITIONS

1.1 In this Deed:

Clause means a clause of this deed.

Department Confidential Information means Department Material that has any of the following characteristics:

- (a) it is marked (or it is covered by a document that is marked) “confidential”, “sensitive”, “for official use only”;
- (b) it includes personal information (within the meaning of the *Privacy Act 1988*) of any of the department’s customers; or
- (c) it relates to the department’s current or proposed IT system architecture or IT security architecture or protocols.

Department Material means all information and materials in my possession or custody or that have been or may be accessed by me that were provided to the Participant (for clarity, including to Group Members or Personnel) by the department for or in connection with CD, whether provided before CD commenced or during the CD, and includes information and materials provided verbally, in hard copy or electronically.

Group Member means any of the following:

- (d) a related body corporate of the Participant (within the meaning of the *Corporations Act 2001*);
- (e) a subcontractor of the Participant in relation to the WPIT Programme; or
- (f) an agent or representative of the Participant in relation to CD.

Personnel means employees and contractors of the Participant or a Group Member involved in participating in CD.

2 CONFIDENTIALITY OBLIGATIONS

- 2.1 I irrevocably undertake (for the benefit of the department) to keep Department Confidential Information confidential to the department and to only use such information for the purpose of CD or for providing services to the department.
- 2.2 I irrevocably undertake (for the benefit of the department) to take all reasonable steps and do all such things as may be reasonable necessary or prudent to keep Department Confidential Information secure and protected from loss, theft or unauthorised access.
- 2.3 The obligations in Clauses 2.1 and 2.2 are continuing obligations, even if I no longer perform services for the Participant [*or Employer*]. The obligations no longer apply if the department advises me in writing that the obligations no longer need to apply.
- 2.4 I do not breach my obligations in Clauses 2.1 or 2.2 if any of the following circumstances apply:
 - (a) I am required by law to disclose the Department Confidential Information and I disclose Department Confidential Information, provided that the disclosure is limited to information or material required to be disclosed;
 - (b) another person (other than a party acting in breach of its obligations of confidence to the department) provides me with information or materials similar or identical to the Department Confidential Information and I disclose or use these third party provided information or materials;
 - (c) information or materials similar or identical to the Department Confidential Information becomes public (other than as a result of a breach of this deed by me) and I disclose or use the publicly available information or materials;
 - (d) the department expressly consents to the use or disclosure of Departmental Confidential Information in writing, provided that I comply with any conditions included by the department in the notice; or
 - (e) I disclose Departmental Confidential Information to other Personnel for the purpose of CD or for the purpose of providing services to the department and those Personnel have signed and delivered a confidentiality deed to the department substantially in the form of this deed.

3 APPLICABLE LAW

- 3.1 The laws of New South Wales apply to this deed and I agree to submit to the non-exclusive jurisdiction of the courts of New South Wales in respect of all matters arising under, or in relation to, this deed.

Signed, sealed and delivered by
[insert name] in the presence of:

Signature of witness

Signature of confidant

Name of witness

Date of execution:

Place of execution:

SCHEDULE 5
CD PARTICIPATION DEED POLL

This Deed Poll is made on **2016**

BY

[PARTICIPANT NAME], ABN xx xxx xxx xxx [registered in [*]] incorporated in [*] of [*] (the Participant)

IN FAVOUR OF

[Insert name] xx ABN xx xxx xxx xxx (the **CSV**); and

[Insert name] xx ABN xx xxx xxx xxx (the **SI**).

RECITALS:

1. The Participant, the CSV and the SI have been invited to participate in a Competitive Dialogue (**CD**) process with the Commonwealth of Australia represented by the Department of Human Services (the **department**) in relation to the Welfare Payment Infrastructure Transformation Programme (**WPIT Programme**).
2. The Participant's participation in the CD process is subject to the Participant making this Deed Poll in favour of the CSV and the SI.

OPERATIVE PROVISIONS:

It is agreed as follows:

1. Definitions

- 1.1. In this Deed Poll the following terms have the meaning given below unless the context requires otherwise:

CD Period means the period commencing on the date of this Deed Poll and ending on the first to occur of the following:

- c) the date that the department and the Participant sign a Work Order (if the Participant is selected as the T2 SI);
- d) the date that the department and the SI sign a work order under a WPIT Programme Standing Offer Panel Deed between the department and the SI (if the SI is selected as the T2 SI).

Clause means a clause of this Deed Poll.

Department Material means all information and materials provided to the Participant (for clarity, including to Group Members or Personnel) by the department for or in connection with CD, whether provided before or during the CD Period.

Group Member means any of the following:

- d) a related body corporate of the Participant (as defined in the *Corporations Act 2001*);
- e) a subcontractor of the Participant in relation to the WPIT Programme (including in relation to CD);
- f) an agent or representative of the Participant in relation to CD.

Participant Work Product means all information and materials provided to the department directly or indirectly by the Participant (for clarity, including by Group Members and Personnel on behalf of the Participant) for or in connection with CD (whether provided before or during the CD Period) but does not include any Department Material incorporated in Participant Work Product.

Personnel means employees and contractors of the Participant or a Group Member involved in participating in CD.

2. Benefits of this Deed Poll

- 2.1. The Participant acknowledges and agrees that this Deed Poll is intended to confer rights on the CSV and the SI, and may be relied upon and enforced by, the CSV and the SI.

3. Intellectual Property

- 3.1. The Participant grants the CSV and the SI a world-wide, fully paid up, royalty free, irrevocable, non-exclusive licence to use Participant Work Product for the CD Period, but only for the purpose of participating in CD or providing associated services to the department.
- 3.2. For clarity, the licence in Clause 3.1 does not include any licence to the Participant or the SI in relation to the CSV's software products.
- 3.3. The Participant warrants to each of the CSV and the SI that their use of Participant Work Product during the CD Period in accordance with the licence in Clause 3.1 will not infringe the intellectual property rights of a third party.
- 3.4. The Participant must ensure that no Participant Work Product is marked in a manner that asserts intellectual property rights that are inconsistent with this Clause 3.
- 3.5. The Participant must use industry best practice to ensure that any Participant Work Product provided to the CSV and SI in digital form is free from malicious code.

4. Liability

- 4.1. The Participant agrees, for the benefit of the CSV and the SI, that it participates in CD at its own risk and that none of the CSV or the SI has legal liability to the Participant as a consequence of any error, defect or omission in any information or material provided to the Participant as part of CD (whether the information was supplied before or during CD).
- 4.2. Nothing in this Clause 4 affects the operation of Clause 3.

5. Applicable law

- 5.1. This Deed Poll is governed by the laws of New South Wales and the Participant submits to the non-exclusive jurisdiction of the courts of that State.

Executed as a deed poll in
accordance with section 127 of the
Corporations Act 2001 by affixing
the common seal of [*** Limited**
(ABN/ACN [*])] in the presence of:

[SEAL]

Signature of director

Signature of director/secretary {*strike one*}

Name of director (print)

Name of director/secretary (print)

Capacity

Capacity

Date of execution:

Place of execution: