

Schedule 1: General Order Form

PROCURE IT VERSION 3.2

CUSTOMER

Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	NSW Department of Justice (ABN 11 005 693 553)

Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's service/delivery address:	Customer's address for services is: Henry Deane Building, 20 Lee Street, Sydney NSW 2000 Services are to be provided at a number of locations as specified in Schedule 12 (PIPP).

Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Customer's Authorised Representative:	<p>██████████ Executive Director, Information Technology Services and CIO Level 8, Parramatta Justice Precinct 160 Marsden Street PARRAMATTA NSW 2150</p> <p>██████████ ICT Program Director, Strategy to Reduce Adult Reoffending (SRR), Digital Technology Services NSW Department of Justice Henry Deane Building 20 Lee Street SYDNEY NSW 2000</p>

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's full legal name:	Telstra Corporation (ABN 33 051 775 556)

Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's service/delivery address:	Level 41, 242 Exhibition Street, Melbourne, Victoria 3000

Item 6 Contractor's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Contractor's Authorised Representative:	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> Group Manager <div style="background-color: black; width: 250px; height: 25px; margin-top: 5px;"></div>

Item 7 Head Agreement

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

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.1)	
Specify the Head Agreement number:	Not applicable.
Specify the Head Agreement title:	Not applicable.
Specify the Term of the Head Agreement: Start Date: End Date: If the Term of the Head Agreement has expired the Customer must obtain the Contract Authority's approval to enter into a further Customer Contract, and this approval should be attached to this General Order Form.	Not applicable.
Insurance (clause 16.2)	
Specify the insurances required under the Head Agreement:	Not applicable.
The default insurance requirement under the Head Agreement is public liability insurance with an indemnity of at least \$10,000,000 in respect of each claim for the period of cover. Specify any higher limit of cover that is required by the Head Agreement:	Not applicable.
The default insurance requirement under the Head Agreement is product liability insurance with an indemnity of at least \$10,000,000 for the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by	Not applicable.

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

Item 8 Modules that form part of the Customer Contract

Formation (clause 3.8(a))

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

Module 1 – Hardware Acquisition and Installation (<u>Stages 4 & 5 only</u>)	<input checked="" type="checkbox"/>	Module 11 – Telecommunications as a Service	<input checked="" type="checkbox"/>
Module 2 – Hardware Maintenance and Support Services (<u>Stages 4 & 5 only</u>)	<input checked="" type="checkbox"/>	Module 12 – Managed Services (<u>Stages 4 & 5 only</u>)	<input checked="" type="checkbox"/>
Module 3 – Licensed Software	<input type="checkbox"/>	Module 13 – Systems Integration	<input checked="" type="checkbox"/>
Module 4 – Development Services	<input type="checkbox"/>	Module 13A – Major Project Systems Integration Services	<input type="checkbox"/>
Module 5 – Software Support Services (<u>Stages 4 & 5 only</u>)	<input checked="" type="checkbox"/>		
Module 6 – Contractor Services	<input type="checkbox"/>		
Module 7 – Professional Services	<input checked="" type="checkbox"/>		
Module 8 – Training Services	<input type="checkbox"/>		
Module 9 – Data Migration	<input type="checkbox"/>		
Module 10 – As a Service	<input type="checkbox"/>		

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

Formation (clause 3.8(b))

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

Schedule 1 – General Order Form	Applies	Schedule 7 – Statutory Declaration - Subcontractor	<input checked="" type="checkbox"/>
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Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
<p>If the Contract Specifications are the User Documentation leave this Item blank.</p> <p>If the Contract Specifications comprise other documents, list those documents in order of priority:</p>	<p>The following documents form the Contract Specifications, in order of precedence:</p> <ul style="list-style-type: none"> Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP); and Customer's Request for Tender released 16 January 2017 and the Contractor's response, clarifications and specification included in its "best and final offer" response dated 21 August 2017.
System (clauses 5.11 and 9.3)	
Specify whether the Products and Services comprise a System.	The Products and Services to be provided by the Contractor together comprise a System.

Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clauses 11.1 and 11.2)	
Invoicing (clauses 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	<p>██████████</p> <p>ICT Program Director, Strategy to Reduce Adult Reoffending (SRR), Digital Technology Services</p> <p>████████████████████</p>
Specify address to which invoices should be sent:	Level 4, Henry Deane Building 20 Lee Street Sydney 2000
<p>Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment.</p> <p>If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.</p>	<p>Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.</p> <p>Details of information required to be provided by the Contractor in each invoice are set out in Schedule 12 (PIPP).</p>
<p>Specify when the Contract Price must be paid:</p> <p>E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery".</p> <p>If payment is to be made on more than one occasion then consider using a PIPP under Item 20.</p>	In accordance with Schedule 3 (Service Level Agreement) and Schedule 12 (PIPP).
Specify whether the Contract Price is fixed: E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:	Contract Price for Stage 1 is fixed.

Item 15 User Documentation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
User Documentation (clause 5.4(b))	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the Price of any additional copies of the User Documentation:	Additional copies of User Documentation will be provided free of charge.

Item 16 Management Committee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Management Committee (clause 6.4)	
List the name/s of the Contractor's project manager, officers or other relevant persons who will sit on the management committee:	As specified in Schedule 3 (Service Level Agreement).
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	Review and monitor progress under the Customer Contract. The Management Committee and its process are to be established within four weeks after the Commencement Date. Details as specified in Schedule 3 (Service Level Agreement).
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	As specified in Schedule 3 (Service Level Agreement).
Management Committee (clause 6.8)	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	As specified in Schedule 3 (Service Level Agreement).
As specified in Schedule 3 (Service Level Agreement).	Further governance requirements are as set out in Schedule 3 (Service Level Agreement).

Item 17 Performance Review Procedures

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

Item 18 Site Preparation and Maintenance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Site Specifications (clause 6.12)	
Specify: <ul style="list-style-type: none"> Site location; and whether a Site Specification is required. 	Site Specification to be provided for each Site.
Access to Customer's Site (clause 7.1(b))	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any other requirements in relation to the Site access:	[REDACTED]
Specify any requirements for the preparation and maintenance of the Site:	[REDACTED]

Item 19 Implementation Planning Study

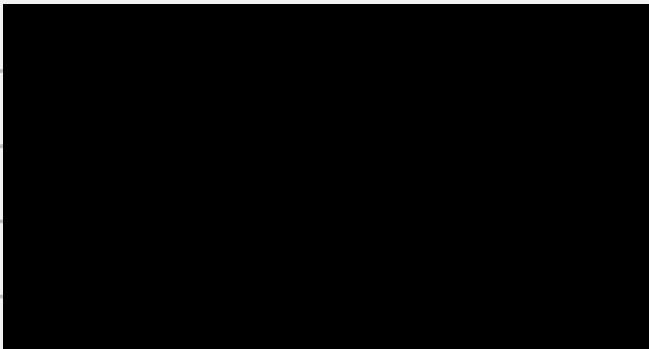
Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Implementation Planning Study (clauses 6.14 to 6.16)	
Specify if the Contractor must provide an implementation planning study:	No
Specify the implementation planning study objectives and time for provision of study:	Not applicable.
Date for delivery of the implementation planning study to the Customer:	Not applicable.
Specify if the implementation planning study need to undergo Acceptance Tests in accordance with clause 10.1(b):	Not applicable.

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

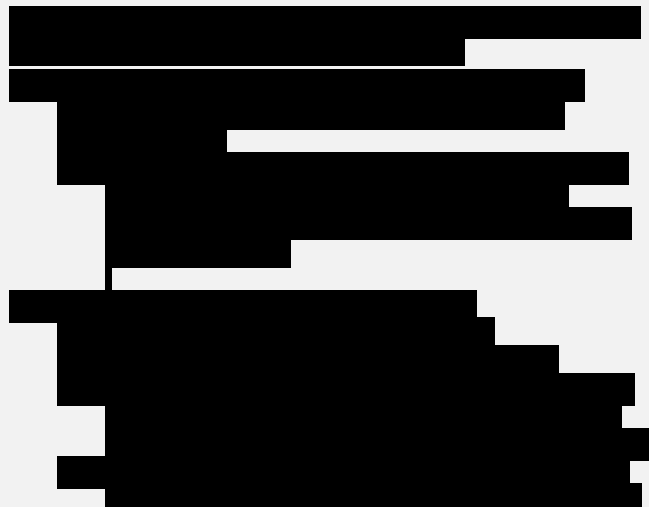
Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Project Schedule (clause 6.17)	
Invoicing (clause 11.7)	
Specify if a PIPP has been created. If so, identify the document in this Item and attach as an Annex to this General Order Form: E.g. the PIPP is in a document "PIPP v1_1	Yes, included at Schedule 12 (PIPP).

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
27/10/11" and Annexure 1 to the Customer Contract.	
Staged Implementation (clause 6.20)	
Specify if there is to be Staged Implementation: If so, details of the Deliverables that comprise each Stage must be stated in the PIPP together with the period during which the Customer must give written notice to move to the next Stage (if greater than 10 Business Days):	This will be Staged Implementation. Full details are set out in Schedule 12 (PIPP).

Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clauses 6.28 to 6.34)	
Specify if Liquidated Damages (LDs) will apply:	
Specify the Milestones which are LD Obligations:	
Specify the Due Date for completion of each LD Obligation:	
Specify the calculation and amount of LDs for each LD obligation:	
Specify the maximum number of days LDs are to be paid for each LD obligation:	

Item 22 Customer Supplied Items (CSI) and Customer Assistance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Supplied Items (CSI) (clause 6.36)	
Specify each CSI to be provided by the Customer: CSI may be: office access, desks etc (specify location, standards, times of access); Hardware or software (specify equipment, capacity, versions of software and dates of availability); VPN access or other remote access (specify capacity and hours available). [Note: details of any Customer Personnel should be specified in Item 26].	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>satisfactory CSI which becomes defective:</p> <p>a list of required verification check forms and/or registers and a corresponding data entry process:</p> <p>a list of Customer and Contractor nominee/s for responsibility to undertake verification checks:</p>	
Specify any amount payable by the Contractor to the Customer for any item of CSI:	Not applicable.
Customer Assistance (clause 6.41)	
Specify the instructions, information, data, documents, specifications, plans, drawings and other materials that must be provided by the Customer to the Contractor:	Not applicable.

Item 23 Escrow

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Escrow (clause 6.42)	
Specify if an escrow arrangement is required:	No.
Specify the parties to the escrow arrangement:	Not applicable.
Specify the time for the escrow arrangement to endure:	Not applicable.

Item 24 Business Contingency Plan

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Business Contingency (clauses 6.45 to 6.47)	
Specify if a Business Contingency Plan is required:	A Business Contingency Plan is required.
Specify when the Business Contingency Plan is required:	A Business Contingency Plan is required within six months of the date of the Customer Contract, as detailed in Schedule 3 (Service Level Agreement).
Specify any information to be included in the Business Contingency Plan including the business contingency services required and the period of the services:	As detailed in Schedule 3 (Service Level Agreement) and in Schedule 12 (PIPP).
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	The Business Contingency Plan must be reviewed and updated by the Contractor annually and on the completion of each Stage of the Customer Contract, as further described in Schedule 12 (PIPP) and Schedule 3 (Service Level Agreement).
Specify the time periods that the Contractor is to test the operability of the	The Business Contingency Plan must be tested by the Contractor for operability annually and on the completion of

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Business Contingency Plan:	each Stage of the Customer Contract, as further described in Schedule 3 (Service Level Agreement).

Item 25A Transfer of Records outside NSW - Customer Data

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Customer Data (clause 7.5)</p> <p>Specify whether any State Records will be transferred to the Contractor's possession under the Customer Contract.</p> <p>If yes, Customer to state whether consent is provided to transfer State Records outside the jurisdiction of New South Wales.</p> <p>If consent is granted, Customer to specify:</p> <ul style="list-style-type: none"> the jurisdiction(s) for which consent is granted the conditions on which such consent is granted. <p>[Note: Clause 7.5 of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]</p>	<p>Yes.</p> <p>(a) Subject to the conditions in sub-clause (b) below, the Customer consents and permits the Contractor and its approved and authorised Subcontractors to access Customer Data outside of New South Wales, strictly in order to perform the Services in accordance with this Customer Contract, from the following locations:</p> <p>(i) all States and Territories of Australia where the Contractor's operations are undertaken as at the Commencement Date; and</p> <p>(ii) [REDACTED] subject to the Parties agreeing and documenting an agreed protocol in relation to remote access to Customer Data outside of Australia.</p> <p>(b) The Contractor must ensure that the Customer Data is only accessed from outside of New South Wales:</p> <p>(i) as necessary and only for the purpose of performing the Services in accordance with this Customer Contract;</p> <p>(ii) by authorised Contractor Personnel whose roles require such access for the performance of the Services in accordance with the Customer Contract;</p> <p>(iii) if Customer Data is accessed from outside of Australia, in accordance with any protocol agreed between the Parties in writing from time to time in respect of such access;</p> <p>(iv) in accordance with any instructions of the Customer in relation to the access of Customer Data from outside of New South Wales;</p> <p>(v) in accordance with the Customer's policies with respect to security as notified to the Contractor from time to time, provided that the Contractor has the opportunity to review and agree any changes to such policies (as they apply to Contractor) after the Commencement Date prior to implementation;</p> <p>(vi) via a secure network connection;</p> <p>(vii) unless all reasonable safeguards have been taken to guard against any unauthorised use or disclosure</p>

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	<p>of such Customer Data; and</p> <p>(c) Customer Data may not be transferred or hosted outside of New South Wales in any circumstances, and Customer Data may not be accessed from outside of New South Wales from any location not set out in (a) above, in each case without the Customer's prior written consent.</p>

Item 25B Transfer of Records outside NSW – Personal Information

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Privacy (clause 15)</p> <p>Customer to specify whether consent is provided to transfer Personal Information outside the jurisdiction of New South Wales.</p> <p>If consent is granted, Customer to specify:</p> <ul style="list-style-type: none"> the jurisdiction(s) for which consent is granted the conditions on which such consent is granted. <p>[Note: Clause 15.1(h) of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]</p>	<p>As provided above in Item 25A,</p>

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Access to Customer's Site (clause 7.11)</p> <p>Specify any secrecy or security requirements that the Contractor and its Personnel must comply with: E.g. insert a reference to any document that includes a security requirement.</p>	<p>[Redacted content]</p>
<p>Timeframes for response to a Security</p>	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Issue	
<p>Specify whether Customer agrees to any alternate timeframe for:</p> <ul style="list-style-type: none"> Notification of actual, alleged or suspected security breach (clause 7.12(a)) <p>[Note: default is immediate notification]</p> <ul style="list-style-type: none"> Investigation of Security Issue (clause 7.12(b)) <p>[Note: default is within 48 hours from notification]</p> <ul style="list-style-type: none"> Remedy the Security Breach (clause 7.12(c). <p>[Note: the default is within 24 hours from conclusion of investigation].</p> <p>Any alternate timeframes agreed to in this General Order Form must:</p> <ul style="list-style-type: none"> be approved by the Customer's Chief Information Officer; and comply with the NSW Government Digital Information Security Policy, NSW Government Information Security Event Reporting Protocol, NSW Government Cloud Policy and all other applicable NSW Government policies; comply with applicable security standards; and comply with the Customer's Information Security Management System and other Customer security and policy requirements. 	Default timeframes apply.

Item 26 Customer's Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Personnel General (clause 8.5)	
<p>Specify the Customer's Personnel who will be available to work with the Contractor and their roles and responsibilities:</p> <p>Also specify the times and duration of their involvement as well as their authority levels:</p>	As detailed in Schedule 12 (PIPP).

Item 27 Specified Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specified Personnel (clause 8.8)	

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

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Warranties (clause 9.4(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	Nil
Specify any codes, policies, guidelines or standards the Customer is to comply with:	Nil

Item 32 Acceptance Testing

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Part 3 Dictionary (clauses 1.2 to 1.5)	
<p>Acceptance Test Notification Period is the period from the end of the Acceptance Test Period, within which the Customer must provide to the Contractor written notice of the result of the Acceptance Test.</p> <p>Specify this period:</p> <p>If no period is specified, the period is 2 Business Days:</p>	
<p>Acceptance Test Data is the data that is provided by the Customer, and agreed by the Contractor that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing.</p> <p>Specify the Acceptance Test Data:</p>	
<p>Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable.</p> <p>Specify this period:</p> <p>If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.</p>	
Acceptance (clause 10.1)	
<p>For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing:</p> <p>If not, the Deliverable will be Accepted under clause 10.1(a)</p>	
<p>If a Deliverable is not to undergo Acceptance Tests, specify the period required following delivery of the Deliverable as required by the Order Documents when the Actual Acceptance Date for a Deliverable occurs:</p> <p>If no period is specified, then the period is 2 Business Days.</p>	
Conducting Acceptance Tests (clause 10.3)	
For each Deliverable that is to undergo	

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

Item 33 Credit/Debit Card

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clause 11.3)	
Specify any credit/ debit card or electronic facility that the Customer may use to pay the Contractor:	Not applicable.
Specify any fee that is applicable for payment by credit/debit card	Not applicable.

Item 34 Intellectual Property

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Existing Material (clauses 13.7, 13.9 and 13.10)	
Specify any terms and condition applicable for granting a licence for Existing Material	None.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
owned by a third party:	
<p>If a perpetual and irrevocable licence to use certain Existing Material cannot be provided (for example because it is licensed under subscription for a defined period), specify:</p> <ul style="list-style-type: none"> the duration of the licence to use that Existing Material and/or the terms on which the licence may be revoked. 	[REDACTED]
Specify any fees to be charged for any licence to use any of Contractor's Existing Materials:	[REDACTED]
Customer Owned New Material (clause 13.11)	
<p>Specify whether clause 13.11 applies ie. whether the Customer owns any New Material.</p> <p>If so, specify:</p> <ul style="list-style-type: none"> which items of New Material are Customer Owned New Material; and whether the Contractor is granted any licence by the Customer to use the Customer Owned New Material, and if so, what licence terms apply to the Contractor's use of the Customer Owned New Material. <p>If clause 13.11 does not apply, state "Not applicable".</p>	[REDACTED]

Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.4)	
Specify if the Contractor must arrange for its Subcontractors to execute a Deed of Confidentiality substantially in the form of Schedule 8- Deed of Confidentiality:	Contractor must arrange for its Subcontractors, and the subcontractors of any Subcontractors, which in each case are not Related Companies to execute a Deed of Confidentiality in the form of Schedule 8.

Item 36 Insurance Requirements

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Insurance (clause 16.7)	
<p>Level of indemnity of public liability insurance in respect of each claim for the period of cover.</p> <p>The default requirement in the Customer Contract is \$10,000,000</p>	[REDACTED]

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
[Only specify if a higher limit of cover that is required by the Customer Contract:]	
Level of indemnity of product liability insurance for the total aggregate liability for all claims for the period of cover. The default requirement in the Customer Contract is \$10,000,000 [Only specify if any higher limit of cover that is required by the Customer Contract:]	
If Services are being provided under the Customer Contract the default level of indemnity of professional indemnity insurance for the total aggregate liability for all claims for the period of cover is \$1,000,000 [Only specify is a higher limit that is required by the Customer Contract:]	
Specify any additional insurance that the Contractor is to hold, including the type of insurance, the term of the insurance and the amount of the insurance:	Workers' compensation insurance is to apply in accordance with the statutory requirement.


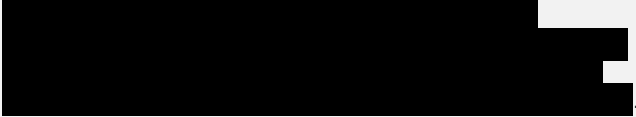
Item 37 Performance Guarantee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Guarantee (clause 17.2)	
Specify if the Contractor must arrange for a guarantor to enter into a Performance Guarantee:	No
Specify the date by which the Performance Guarantee must be provided to the Customer. If no date is specified the Contractor must provide the Performance Guarantee to the Customer within 30 days of the Commencement Date.	No

Item 38 Financial Security

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

Item 39 Limitation of Liability

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

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the alternative cap of liability (clause 18.3):	

Item 40 Performance Management Reports

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Reporting (clause 21.1)	
Specify the reports required, (if any), the time for provision and the agreed format:	As set out in Schedule 3 (Service Level Agreement).

Item 40A Audit

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Alternative Audit Mechanism (clause 23.11)	
<p>If the default audit provisions of clause 23.5-23.8 are to apply, state "Not Applicable".</p> <p>If an alternative audit mechanism is agreed by the Customer and Contractor, specify the terms of such alternate audit including the Contractor's obligations to be audited.</p> <p>Note: Any alternate audit mechanism must address compliance with the Contractor's Customer Data, security and privacy obligations and such other obligations required by the Customer and reasonably agreed by the Contractor.</p>	Not applicable.

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Dispute Resolution (clause 24)	
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7-24.8.	\$50,000
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	Not applicable.

Item 42 Termination for Convenience

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Termination for Convenience by the Customer (clause 25.4)	
Specify whether an amount is payable under clause 25.4(b) if the Customer exercises its right of termination for	As provided by clause 25.4(a) of the Customer Contract or, subject to the written agreement of the Customer, as otherwise provided in the SLA.

SIGNED AS AN AGREEMENT

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

NSW DEPARTMENT OF JUSTICE

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

EXECUTIVE DIRECTOR, INFORMATION TECHNOLOGY SERVICES AND CIO

In the presence of: *[insert name of witness]*

Signature of Customer

Print name

Date

Signature of Witness

Print name

Date

SIGNED, SEALED AND DELIVERED by
[] as
attorney for **TELSTRA CORPORATION
LIMITED ABN 33 051 775 556** under
registered power of attorney No. PA102165
(TAS) dated 21 September 2016 in the
presence of:

Signature of witness

By executing this deed the attorney states
that the attorney has received no notice of
revocation of the power of attorney

Name of witness (block letters)

Print name (block letters)

Date

Schedule 2 : Agreement Documents

Itemise all documentation (including any supplemental terms and conditions agreed to by the Customer, accepted tenders, offers or quotes from the Contractor, and any letter of acceptance or award issued by the Customer) between the Customer and the Contractor. All such documentation must be itemised in this Schedule 2 and listed below in descending date order (i.e. the latest document is listed first.)

Document	Date of Document
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Schedule 3: Service Level Agreement

See separate document.

Schedule 4: Variation Procedures

1. Procedures

- 1.1** Each request or recommendation for a change to the PIPP or any part of the Customer Contract must be submitted in a form substantially similar to the Change Request form attached to this Schedule.
- 1.2** For each draft Change Request submitted:
- (a) the Customer must allocate it with a sequential number; and
 - (b) the draft Change Request must be logged and its progress documented by recording its status from time to time by the Contractor as follows:
 - (a) requested;
 - (b) under evaluation;
 - (c) awaiting authorisation;
 - (d) cancelled;
 - (e) pending
 - (f) approved/authorised;
 - (g) expired;
 - (h) in progress;
 - (i) applied;
 - (j) delivered;
 - (k) accepted.
- 1.3** The Party receiving the draft Change Request must within 5 Business Days of receipt (or such longer period set out in the Change Request):
- (a) request further information; or
 - (b) provide written notification to the other Party of its approval or rejection of the Change Request.
- 1.4** If the Customer submits a draft Change Request to the Contractor, and the Contractor believes that there is more than 1 Business Day's work involved in the evaluation of the Change Request, then prior to commencing work on evaluating the draft Change Request the Contractor may request that the Customer pays for the work involved to evaluate the draft Change Request. The Customer may then either revise the draft Change Request to require less than 1 Business Day's work to evaluate it, or agree to pay for the Contractor's work to evaluate the Change Request in an amount agreed by the Parties, or in absence of agreement, at the Contractor's then current commercial rates.

- 1.5** If the Customer Contract has been entered into under a Head Agreement, and the Change Request seeks to vary any terms or conditions of the Customer Contract, including a Protected Clause and the Customer approves of the Change Request, the Customer must submit the Change Request to the Contract Authority and the Secretary of the New South Wales Department of Finance, Services and Innovation, for approval immediately after it has notified the Contractor that it approves the Change Request.

2. Status

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

3. Change Request Form

CHANGE REQUEST BRIEF DETAILS

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

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
<i>Insert date</i>	<i>Insert version</i>	<i>Insert status/reason</i>	<i>Insert author</i>

DETAILS OF CHANGE REQUEST

Summary

[Insert a summary of the changes, if required]

SCOPE

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

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

[Insert any changes to the Contract Specification]

EFFECT OF CHANGE ON PROJECT TIMETABLE

[Insert changes to the project timetable]

New PIPP (annexed)

[Annex new PIPP if required]

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

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

CHANGES TO CSI

[Insert any changes to the CSI]

CHANGES TO CUSTOMER PERSONNEL

[Insert any changes to the Customer's Personnel]

CHANGES TO CUSTOMER ASSISTANCE

[Insert any changes to the Customer's Assistance]

PLAN FOR IMPLEMENTING THE CHANGE

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

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

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

Responsibilities of the Contractor

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

Responsibilities of the Customer

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

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

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

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

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

EFFECT ON USERS OF THE SYSTEM/SOLUTION

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

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Changes will be required to the following documents:

[Add any other documents which may be affected.]

EFFECT ON TRAINING

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

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

[insert if there are any other matters.]

ASSUMPTIONS

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

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

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

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

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

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

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

Note that variations to any of the terms and conditions of the Procure IT Framework including the Protected Clauses require the Customer to obtain the prior written approval of the Contract Authority and the Secretary, New South Wales Department of Finance, Services and Innovation approval in accordance with directions and policies issued by the Board from time to time. (clause 26.2)

AUTHORISATION


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

SIGNED AS AN AGREEMENT

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

NSW DEPARTMENT OF JUSTICE

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


Executive Director, Information Technology Services and CIO
Level 8, Parramatta Justice Precinct
160 Marsden Street
PARRAMATTA NSW 2150



Signature of Customer Representative



Print name



Date

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

TELSTRA CORPORATION (ABN 33 051 775 556)



Signature of Authorised Signatory



Print name



Date

Schedule 5: Not used

Schedule 6: Not used

Schedule 7: Statutory Declaration – Subcontractor

Oaths Act (NSW), 1900 Eighth Schedule

I,, do solemnly and sincerely declare that

1. *[insert full Subcontractor company name and its ACN/ABN] (Subcontractor)* has been selected as subcontractor to, *[insert name of the Contractor and its ACN/ABN] (Contractor)* under an agreement between the *[insert name of Customer] (Customer)* and the Contractor dated *[insert date of Customer Contract]*.
2. The Subcontractor will offer to enter into an agreement with the Contractor in connection with the Customer Contract on terms that are not inconsistent with the terms of the Customer Contract in so far as those terms are relevant to the Subcontractor.
3. As at the date of this Statutory Declaration there are no reasons of which I am aware that would prevent the Subcontractor's agreement with the Contractor from being performed in a manner that would allow the satisfactory and timely performance of that subcontract.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1900.

Declared at: on

[place] [date]

.....
[signature of declarant]

in the presence of an authorised witness, who states:

I,, a

[name of authorised witness] [qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it: *[*please cross out any text that does not apply]*

1. *I saw the face of the person *OR* *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and
 2. *I have known the person for at least 12 months *OR* *I have confirmed the person's identity using an identification document and the document I relied on was
- [describe identification document relied on].*

.....
[signature of authorised witness]

.....
[date]

Schedule 8: Deed of Confidentiality

Deed of Agreement dated the day of 20

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

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

RECITALS

- (A) In the course of the Subcontractor assisting in the supply by the Contractor of certain Deliverables for the Customer under a subcontract agreement between the Subcontractor and the Contractor, the Subcontractor will have access to, and may become aware of, Confidential Information belonging to, or in the possession of, the Customer.
- (B) Improper use or disclosure of the Confidential Information would severely damage the Customer's ability to perform its governmental/statutory functions and would severely damage the commercial interests of the Customer.
- (C) The Customer requires, and the Subcontractor agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Customer's Confidential Information is kept confidential.
- (D) This Deed sets out the terms on which the Subcontractor will have access to the Confidential Information.

WHAT IS AGREED

1. Recitals

- 1.1 The Parties acknowledge the truth and accuracy of the Recitals.

2. Interpretation

DEFINITIONS

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

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

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

Confidential Information means information that:

- (a) is by its nature confidential; or
- (b) is communicated by the Customer to the Subcontractor as confidential; or
- (c) the Subcontractor knows or ought to know is confidential; or
- (d) relates to:
 - (a) the Products and Services;
 - (b) the financial, the corporate and the commercial information of the Customer;
 - (c) the affairs of a third party (provided the information is non-public); and
 - (d) the strategies, practices and procedures of the State and any information in the Subcontractor's possession relating to the State public service,

but excludes any information which the Subcontractor can establish was:

 - (e) in the public domain, unless it came into the public domain due to a breach of confidentiality by the Subcontractor or another person;
 - (f) independently developed by the Subcontractor; or
 - (g) in the possession of the Subcontractor without breach of confidentiality by the confidant or other person.

Contractor means [insert name of Contractor].

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

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

Intellectual Property Rights means all intellectual property rights including:

- (a) copyright, patent, trademark, design, semi-conductor or circuit layout rights, registered design, trademarks or trade name and other protected rights, or related rights, existing worldwide; and
- (b) any licence, consent, application or right, to use or grant the use of, or apply for the registration of, any of the rights referred to in (a),

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

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

State means the State of New South Wales.

GENERAL

- 2.2** Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Deed, except where the context makes it clear that a rule is not intended to apply
- 2.3** A reference to:
- (e) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced ,and includes any subordinate legislation issued under it;
 - (f) a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (g) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
 - (h) anything (including a right, obligation or concept) includes each part of it.
- 2.4** If this Deed expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.
- 2.5** A singular word includes the plural, and vice versa.
- 2.6** A word which suggests one gender includes the other gender.
- 2.7** The words “include(s)” and “including” are not words of limitation.
- 2.8** If a word is defined, another part of speech of that word has a corresponding meaning.

3. Non disclosure

- 3.1** The Subcontractor must not disclose the Confidential Information to any person without the prior written consent of the Customer.
- 3.2** The Customer may grant or withhold its consent in its discretion.
- 3.3** If the Customer grants its consent, it may impose conditions on that consent, including a condition that the Subcontractor procures the execution of a Deed in these terms by the person to whom the Subcontractor proposes to disclose the Confidential Information.
- 3.4** If the Customer grants consent subject to conditions, the Subcontractor must comply with those conditions.
- 3.5** Despite clause 3.1, the Subcontractor may disclose the Confidential Information:
- (a) to its directors, officers, employees and contractors;

- (b) to the Contractor and its directors, officers, employees and the Contractor's other contractors who are engaged in the supply of the Deliverables and their directors, officers, employees,

each referred to as **permitted recipients**, where such disclosure is essential to carrying out their duties in respect of the Express Purpose.

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

- (c) to its lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the performance under this Deed; or
- (d) if the Subcontractor is required to disclose by law, order of a court or tribunal of competent jurisdiction or the listing rules of an applicable securities exchange.

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

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

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

4. Restriction on use

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

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

- (a) treat as confidential and secret all of the Confidential Information which the Subcontractor has already acquired or will acquire from the Customer;
- (b) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;
- (c) not directly or indirectly use, disclose, publish or communicate or permit the use disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed;
- (d) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed; and

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

5. Survival

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

6. Rights of the Customer

PRODUCTION OF DOCUMENTS

- 6.1 The Customer may demand the delivery up to the Customer of all documents in the possession or control of the Subcontractor containing the Confidential Information.
- 6.2 The Subcontractor must immediately comply with a demand under this clause 6.
- 6.3 If the Customer makes a demand under this clause 6, and documents containing the Confidential Information are beyond the Subcontractor's possession or control, then the Subcontractor must provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose possession or control they lie.
- 6.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

LEGAL PROCEEDINGS

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

7. Indemnity and release

- 7.1 The Subcontractor is liable for, and agrees to indemnify and keep indemnified the Customer in respect of, any claim, damage, loss, liability, cost, expense, or payment which the Customer suffers or incurs as a result of:
 - (a) a breach of this Deed (including a breach of this Deed which results in the infringement of the rights of any third party); or
 - (b) the disclosure or use of the Confidential Information by the Subcontractor or the permitted recipients other than in accordance with this Deed.

8. No exclusion of law or equity

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

9. Waiver

- 9.1** No waiver by the Customer of one breach of any obligation or provision of this Deed will operate as a waiver of another breach of any other obligation or provision of this Deed.
- 9.2** None of the provisions of this Deed will be taken to have been varied waived discharged or released by the Customer unless by its express consent in writing.

10. Remedies cumulative

CUMULATIVE

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

OTHER INSTRUMENTS

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

11. Variations and amendments

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

12. Applicable law

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

13. Notices

- 13.1** Notices must be sent to the other party at the address shown in this Deed, or the address last notified to the other party in writing, or in the case of the Subcontractor, at the Subcontractor's registered office.
- 13.2** All notices must be in writing and signed by the relevant party and must be given either by hand delivery, post, email or facsimile transmission.
- 13.3** If delivery or receipt of a notice is not made on a Business Day, then it will be taken to be made on the next Business Day.
- 13.4** If delivery of a notice is made by email, the notice will be taken to have been received when the sender's system registers that the email has passed the internet gateway of the sender's system (and no delivery failure or out of office message is received by the sender within 24 hours of sending).

EXECUTED AS A DEED

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

NSW DEPARTMENT OF JUSTICE

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

In the presence of: [insert name of witness]

[Signature line for Customer]

Signature of Customer

[Print name line for Customer]

Print name

[Date line for Customer]

Date

[Signature line for Witness]

Signature of Witness

[Print name line for Witness]

Print name

[Date line for Witness]

Date

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

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

[Signature line for Director]

Signature Director

[Print name line for Director]

Print name

[Date line for Director]

Date

[Signature line for Director/Secretary]

Signature of Director/Secretary

[Print name line for Director/Secretary]

Print name

[Date line for Director/Secretary]

Date

Schedule 9: Not used

Schedule 10: Not used

Schedule 11: Dispute Resolution Procedures

1. Expert Determination

- 1.1** If a Referral Notice is submitted under clause 24.7 of the Customer Contract, the expert is to be agreed between the Parties. If they cannot agree within 28 days of the Referral Notice, the expert is to be nominated on the application of either Party by the Chief Executive Officer, Australian Disputes Centre of NSW.
- 1.2** The expert nominated must be a person who is an experienced Australian legal practitioner or a person with practical experience in the technology that is the subject matter of the dispute, unless otherwise agreed. The expert must not be:
- (a) an employee of the Parties;
 - (b) a person who has been connected with this Customer Contract or has a conflict of interest, as the case maybe; or
 - (c) a person who the Parties have not been able to agree on.
- 1.3** The expert may appoint any person that the expert believes will be able to provide the specialists skills that are necessary to make a determination, including an Australian legal practitioner. The expert must consult with both Parties prior to appointing such person.
- 1.4** When the person to be the expert has been agreed or nominated, the Customer, on behalf of both Parties, must engage the expert by letter of engagement (and provide a copy to the Contractor) setting out:
- (a) the issue referred to the expert for determination;
 - (b) the expert's fees;
 - (c) the procedure for the determination set out in this Schedule; and
 - (d) any other matter which is relevant to the engagement.

2. Submissions

- 2.1** The procedure for submissions to the expert is as follows:
- (a) The Party that has referred the issue to expert determination must make a submission in respect of the issue, within 30 Business Days after the date of the letter of engagement referred to in clause 1.4.
 - (b) The other Party must respond within 30 Business Days after receiving a copy of that submission. That response may include cross-claims.
 - (c) The Party referred to in clause 2.1(a) may reply to the response, but must do so within 20 Business Days after receiving the response, and must not raise new matters.
 - (d) The other Party may comment on the reply, but must do so within 20 Business Days after receiving the reply, and must not raise new matters.

- (e) The expert must ignore any submission, response, reply, or comment not made within the time given in this clause 2.1, unless the Customer and the Contractor agree otherwise.
- (f) The expert may request further information from either Party. The request must be in writing, with a time limit for the response. The expert must send a copy of the request and response to the other Party, and give the other Party a reasonable opportunity to comment on the response.
- (g) All submissions, responses, replies, requests and comments must be in writing. If a Party gives information to the expert, it must at the same time give a copy to the other Party.

3. Conference

- 3.1 The expert must arrange at least one conference with both Parties. The request must be in writing, setting out the matters to be discussed.
- 3.2 Each Party is entitled to be represented at any preliminary conference before the expert by its legal representatives and other authorised representatives, with information and knowledge of the issues.
- 3.3 The expert is not bound by the rules of evidence and may receive information in any manner the expert sees fit, but must observe the requirements of procedural fairness. Consultation between the expert and a Party must only take place in the presence of the other Party, unless a Party fails to attend a conference or meeting which has been convened by the expert and of which prior notice has been given. Any Party providing information to the expert must provide that information to the other Party.
- 3.4 The Parties agree that such a conference is considered not to be a hearing that would give anything under this Schedule the character of arbitration.
- 3.5 In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off or counter-claim.

4. Questions to be determined by the Expert

- 4.1 The expert must determine for each issue the following questions (to the extent that they are applicable to the issue):
 - (a) is there an event, act or omission that gives the claimant a right to compensation under the Customer Contract:
 - (i) for damages for breach of the Customer Contract, or
 - (ii) otherwise in law?
 - (b) if so:
 - (a) what is the event, act or omission?
 - (b) on what date did the event, act or omission occur?

- (c) what is the legal right which gives rise to the liability to compensation?
- (d) is that right extinguished, barred or reduced by any provision of the Customer Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
- (c) in the light of the answers to clause 1.4:
 - (e) What compensation, if any, is due from one Party to the other and when did it fall due?
 - (f) What interest, if any, is due when the expert determines that compensation?
- 4.2** The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.
- 4.3** The Parties must share equally the fees of the expert, any other costs associated with the process, including room hire expenses, transcript expenses and the like and the fees of any person appointed by the expert under clause 1.3 for the determination, and bear their own expenses.
- 4.4** If the expert determines that one Party must pay the other an amount exceeding the amount specified in General Order Form (calculating the amount without including interest on it and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.
- 4.5** Unless a Party has a right to commence litigation or otherwise resolve the dispute under the Customer Contract:
 - (a) in the absence of a manifest error the Parties must treat each determination of the expert as final and binding and give effect to it; and
 - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 20 Business Days.

5. Role of Expert

- 5.1** The expert must:
 - (a) act as an expert and not as an arbitrator, adjudicator or as expert witness;
 - (b) make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the expert's own expertise;
 - (c) act impartially, free of bias and with no vested interest in the outcome of the dispute;
 - (d) adopt procedures for the Expert Determination suitable to the circumstances of the dispute so as to provide for an expeditious cost effective and fair means for the determination of the dispute; and
 - (e) issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 45 Business Days after the receipt of the information in clause 2.1(d).

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

6. Confidentiality

- 6.1** Each Party involved in the expert determination process, including the expert, the Parties, their advisors and representatives shall maintain the confidentiality of the expert determination process and may not use or disclose to anyone outside of the expert determination process, the expert's determination, or any information received or obtained, in the course of the expert determination process, including the existence of that information, except to the extent:
- (a) the Parties have otherwise agreed in writing;
 - (b) the information is already in the public domain;
 - (c) disclosure is required to a Party's insurers, auditors, accountants or other professional advisers;
 - (d) disclosure is required for the purposes of any legal proceedings relating to the dispute or the expert's determination; or
 - (e) disclosure is otherwise required by law.

Schedule 12: Project Implementation and Payment Plan (PIPP)

See separate document.