

Core& Combined – Solution Requirements

Part A (Common Requirements) and Part B (Category Specific Requirements)

Signing pages

Version: 14 December 2020

This is an Agreement for the procurement of:

[insert description of goods and/or services]

to meet the following business need:

[insert description of purpose]

Selected categories: This procurement relates to the following categories:

- [As-A-Service](#)
- [Professional Services](#)
- [Licensed Software](#)
- [Hardware](#)

This agreement is made up of:

1. the core terms – version: 1 December (“**Core Terms**”)
2. the solution requirements specified in Part A (Common Requirements) and Part B (Category Specific Requirements) for each of the procurement categories selected above (“**Solution Requirements**”)
3. any documents attached to the Solution Requirements (this “**Agreement**”).

Any document in this list takes priority over those documents listed after it. Any terms that conflict with, or limit the operation of, a document earlier in the list will have no legal effect. Section 12 (**Seller Terms**) of these Solution Requirements applies to the incorporation of any Seller Terms.

The “**Solution Requirements**” are made up of:

- a. “**Solution Requirements – Part A (Common Requirements)**”: being those common requirements which apply to all of the selected categories identified on the Signing Page; and
- b. “**Solution Requirements – Part B (Category Specific Requirements)**”: being those requirements which relate to each specific category of procurement. The selected categories for this Agreement are identified on the Signing Page.

Signing Pages (cont)

This Agreement is between:

“us” the Buyer

Name of Buyer:	Crown in right of the State of New South Wales represented by NSW Police Force
ABN:	43 408 613 180
Signed by Buyer’s authorised representative (without personal liability):	
Print name:	
Witnessed by:	
Print name:	
Date:	

“you” the Seller

Name of Seller:	
ABN:	
Signed by Seller’s authorised representative:	
Print name:	
Witnessed by:	
Print name:	
Date:	

Part A (Common Requirements)

Solution Requirements – Part A (Common Requirements)

The following requirements apply to this procurement. They are the common requirements which apply to all of the selected categories identified on the Signing Page.

1. Terms used in these Solution Requirements

- Capitalised terms used in these Solution Requirements:
 - have the meaning set out in these Solution Requirements
 - or if not defined in these Solution Requirements, have the meaning given in the Core Terms
- References to “**Solution Requirements**” are references to:
 - these **Solution Requirements – Part A (Common Requirements)**; and
 - the **Solution Requirements – Part B (Category Specific Requirements)**
- The detailed scope of this procurement is documented in the **Solution Requirements – Part B (Category Specific Requirements)**. The aggregate scope is referred to throughout this Part A as the “**Required Solution**”

2. Agreement Period

You will provide the Required Solution for the “**Agreement Period**”:

- commencing on the Commencement Date set out below:

Commencement Date:	Click or tap to enter a date.
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- and continuing until the termination or expiry of all of the **Solution Requirements – Part B (Category Specific Requirements)** and any disengagement services we ask you to perform.

If required by us, you must provide a disengagement services plan within 3 months of the Commencement Date, addressing:

[insert where applicable]

and after termination or expiry of the Agreement, you must provide the disengagement services in accordance with the disengagement services plan that we have accepted.

Details relating to the duration of the term for each individual category are set out below.

Category specific details relating to Agreement Period:	
<input type="checkbox"/> As-A-Service	As-A-Service term: The Seller must provide the Buyer with access to the Solution on a subscription basis (i.e. access to the software ‘as-a-service’) for an initial As-A-Service term of [insert term] years.
	<input type="checkbox"/> Option 1:

Part A (Common Requirements)

Category specific details relating to Agreement Period:				
<input type="checkbox"/>	Professional Services	<input type="checkbox"/> Option 2:	Until all obligations are completed under this Solution Requirements for Professional Services	
<input type="checkbox"/>	Licensed Software	Licensing Period:		
		<input type="checkbox"/> Option 1 Perpetual	Software is licensed on a perpetual basis	
		<input type="checkbox"/> Option 2 Term Licence	Software is licensed for the initial Licensing Period	
			On 30 days' notice, we may extend the Licensing Period for:	
		Support and Maintenance Period:		
		Initial Support & Maintenance Period:		
On 30 days' notice, we may extend the Support & Maintenance Period for:				
<input type="checkbox"/>	Hardware	Warranty Services Period: from the Commencement Date until [insert warranty period]		

3. Your contact person for notices and any issues relating to this Agreement

Name:		Role:	
Phone:		Email:	
Address:			

4. Our contact person for notices and any issues relating to this Agreement

Name:		Role:	
Phone:		Email:	
Address:			

5. Summary details of Fees payable under this Agreement

We will pay the following fees under this Agreement:

Category	Fees
<input type="checkbox"/> <u>As-A-Service</u>	\$
<input type="checkbox"/> <u>Professional Services</u>	\$
<input type="checkbox"/> <u>Licensed Software</u>	\$
<input type="checkbox"/> <u>Hardware</u>	\$

Part A (Common Requirements)

Agreement Total ex. GST		\$
GST		\$
Agreement Total incl. GST		\$

5. Invoicing

You may invoice at the frequency specified below:

[insert invoice frequency]

Invoices should be sent to the following contact details:

Name:		Role:	
Phone:		Email:	

6. Subcontracting

To subcontract any significant part of the Agreement, you must first have our consent. The full names and roles of those approved subcontractors are specified below:

No.	Subcontractor	Role	Category
1.	Not applicable, and notwithstanding the above and any other provision of this Agreement, the Seller must not subcontract any part of the Seller's obligations under or in connection with this Agreement without the Buyer's prior written consent.	Not applicable.	Not applicable.

7. Additional security requirements

In addition to the security requirements contained in clause 9 (**Security**) of the Core Terms, you must comply with the additional security requirements set out below:

As set out in Attachment 1 (NSWPF Special Terms).

[insert additional requirements where applicable]

8. Location of Buyer Data

You must comply with clause 8 (**Privacy**) of the Core Terms, which prohibits you from transferring Personal Information outside Australia or accessing Personal Information from outside Australia.

You must not transfer any Buyer Data outside Australia except where we expressly consent to certain additional locations (at our election):

- in those limited circumstances which:
 - do not involve the transfer of, or access to, Personal Information outside Australia; and
 - are limited to testing or development work
- subject to conditions which ensure that our Personal Information is managed in accordance with our obligations under the *State Records Act 1998 (NSW)*.

Details of any such consents provided by us (and the relevant conditions on which those consents are

Part A (Common Requirements)

granted) are set out below:

Not applicable – no additional locations are consented to.

However, the Buyer and the Seller agree that all references to 'Australia' in this section 8 and clause 8 (Privacy) of the Core Terms are deleted and replaced with 'New South Wales'.

9. Managing Buyer data

You must ensure that all Buyer Data in your possession, or otherwise managed by you, is retained throughout the Agreement Period and managed in accordance with the following requirements:

<p>Encryption requirements:</p> <ul style="list-style-type: none"> • data at rest • data in transit 	<p>The Seller must:</p> <ol style="list-style-type: none"> a) in relation to data at rest, [insert requirements relating to encryption of data at rest]; and b) in relation to data in transit, [insert requirements relating to encryption of data in transit], <p>in addition to complying with the requirements of this Agreement (including Attachment 1 (NSWPF Special Terms)).</p>
<p>Requirements relating to the storage of Buyer Data:</p>	<p>The Seller must [insert requirements relating to storage of Buyer Data], in addition to complying with the requirements of this Agreement (including Attachment 1 (NSWPF Special Terms)).</p>
<p>Technical mechanisms and processes for enabling us to access / extract Buyer Data at any time:</p>	<p>The Seller must [insert requirements relating access/extraction of Buyer Data], in addition to complying with the requirements of this Agreement (including Attachment 1 (NSWPF Special Terms)).</p>
<p>Controls to be applied by you for managing access to our Buyer Data:</p>	<p>The Seller must [insert requirements relating the controls which must be applied for managing access to Buyer Data], in addition to complying with the requirements of this Agreement (including Attachment 1 (NSWPF Special Terms)).</p>
<p>Technical arrangements for extracting and returning Buyer Data at the end of the Agreement Period:</p>	<p>The Seller must [insert requirements relating to extracting and returning Buyer Data], in addition to complying with the requirements of this Agreement (including Attachment 1 (NSWPF Special Terms)).</p>
<p>Technical arrangements for destruction of Buyer Data to prevent reconstitution of the Buyer Data</p>	<p>The Seller must [insert requirements relating to destruction of Buyer Data to prevent reconstitution of the Buyer Data], in addition to complying with the requirements of this Agreement (including Attachment 1 (NSWPF Special Terms)).</p>

10. Relevant policies and standards

You must comply with the following policies and/or standards relevant to the Required Solution:

- (a) the following security policies and standards:
- (i) PSPF Policy 2 Management structures and responsibilities
<https://www.protectivesecurity.gov.au/governance/management-structures-and->

Part A (Common Requirements)

- [responsibilities/Pages/default.aspx](#);
- (ii) NSW Cyber Security Policy (February 2020), <https://www.digital.nsw.gov.au/sites/default/files/NSW%20Cyber%20Security%20Policy%2020%20v3.0.pdf> ;
 - (iii) AS/NZS 17799.2:2000 (previously known as 4444.2) Information Security Management - Specification for Information Security Management Systems, as updated from time to time;
 - (iv) Applicable information security management system in accordance with AS/NZS ISO/IEC 17799:2006 Information Technology - Security Techniques – Code of Practice for Information Security Management;
 - (v) AS 13335 Parts 1 to 5 Information Technology – Guidelines for the Management of IT Security (as updated from time to time) or equivalent;
 - (vi) ISO/IEC 27001:2018;
 - (vii) ISO/IEC 27002:2013 (or any successor standards); and
 - (viii) the Australian Government Information Security Manual (ISM);
- (b) NSW Government Supplier Code of Conduct (the current version of which is available at <https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct>;
- (c) all codes, policies, guidelines and standards applicable to this Agreement or as notified in writing by the Seller from time to time, including without limitation, the following (as updated from time to time):
- (i) ISO/IEC/IEEE 29148:2018 - Systems and software engineering - Life cycle processes - Requirements engineering;
 - (ii) AS/NZS 31000:2009 – Risk Management – Principles and Guidelines;
 - (iii) ISO 29119 – Software testing;
 - (iv) AS 14764 - Software Maintenance;
 - (v) AS 15504 – Process Assessment;
 - (vi) AS 141432 – Software measurement;
 - (vii) AS 8015-2005-Corporate governance of information and communication technology;
 - (viii) AS 15910-2004-Software User Documentation process;
 - (ix) AS/NZS 14598:2000 Software product evaluation;
 - (x) AS 8001:2008 – Fraud control;
 - (xi) AS 4598 – documentation (software & Online);
 - (xii) ISO/IEC 27001.2022 – Information security, cybersecurity and privacy protection;
 - (xiii) ISO 9001:2000 - Quality management systems – Requirements;
 - (xiv) 15026-System and Software Integrity levels;
 - (xv) 15910-2004-SW User Documentation process;
 - (xvi) ISO_16175-1:2020 and ISO16175-2:2020 - Information and documentation - Process and functional requirements for software for managing records;
 - (xvii) Australian Government Protective Security Policy Framework (PSPF);
 - (xviii) Australian Government Information Security Manual (ISM)- Principles and Controls;
 - (xix) Web Accessibility standards WCAG 2.0; see: <https://www.w3.org/WAI/standards-guidelines/wcag/>
 - (xx) ISO Web UX/Usability standards;
 - (xxi) Records management standards as per Australian Standard AS ISO 15489 - Records Management - The Standard represents recognised international best practice guidance on records management. The new standard is an Australian codification of the International Standard on Records Management, ISO 15489, approved in October 2001; and
 - (xxii) Australian Government Record Keeping Metadata Standard (AGRkMS); and
- (d) the principles and practices of the Commonwealth Government's Accessible Government Services for All.

Part A (Common Requirements)

ICT accessibility: Where required by us, the Required Solution must meet Accessibility Standard AS EN 301 549.

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11. Insurance

You must hold and maintain each of the following types of insurances, for the periods and in the amounts specified below:

- public liability insurance with an indemnity of at least \$5 million in respect of each claim, to be held for the Agreement Period
- product liability insurance with an indemnity of at least \$5 million for the total aggregate liability for all claims, to be held for the Agreement Period
- workers' compensation insurance in accordance with applicable laws
- professional indemnity insurance of \$1 million for all claims made by us, to be held for the Agreement Period and for at least four years after the end of the Agreement

By exception, where we specify alternative insurance requirements below, you must comply with those requirements:

[insert where applicable]

12. Seller Terms

Where you:

- attach any additional terms
- include any additional terms in your response to information requested (including where incorporated by reference)
- or include additional terms in any other materials or documents, including in the course of performing the Services

those additional terms (**Seller Terms**) will have no legal effect where:

- they conflict with, or limit, the operation of the Core Terms or the Solution Requirements
- they attempt to vary or expand the scope of any contractual matters governed by the Core Terms or the Solution Requirements
- or they attempt to increase the scope of our legal obligations to you – including in relation to any additional liability, indemnities or payment obligations

13. Add attachments if required

You may attach responses to the information requested in any part of the Solution Requirements where additional space is required to complete those details.

Where you add any Seller Terms, they will be subject to the terms set out in section 12 (**Seller Terms**).

Please identify each attachment below:

Number	Document Description	Date	Version
1	Attachment 1 (NSWPF Special Terms)	As attached below.	As attached below.

Part A (Common Requirements)

Number	Document Description	Date	Version

Solution Requirements – Part B (Category Specific Requirements)

The attached requirements apply to each of the selected categories of procurement. The selected categories for this Agreement are identified on the Signing Page.

Part B – Solution Requirements for As-A-Service

1. Service description

You will provide the following “**As-A-Service Solution**” to us:

[insert description]

2. Who can use the As-A-Service Solution

The following people, or group, can use the As-A-Service Solution:

[insert description of users]

3. Details of Fees for the As-A-Service Solution

The Fees for the As-A-Service Solution comprise:

The fees payable by the Buyer for the As-A-Service Solution are \$[insert amount] (ex GST) per [month].

The fees include all taxes, except GST. In addition, we will pay GST in accordance with applicable law.

4. Estimated volumes and spend assumptions.

We estimate our approximate spend below. This is solely for our own internal purposes to assist in assessing the fees payable on a consumption basis and is not in any way contractually binding.

You must tell us if you become aware that we are likely to exceed these estimates.

[insert estimated volumes and spend assumptions if applicable]

5. Intellectual property

You license us to use the As-A-Service Solution and any accompanying materials for the Agreement Period.

New Materials

Under the Core Terms, any New Materials you create are owned by you and licensed to us - unless alternative arrangements are included here in the Solution Requirements. For this As-A-Service Solution, the following alternative arrangements apply:

[insert if alternative arrangement applies]

6. Availability hours

You must make the As-A-Service Solution available to us:

- in accordance with the following availability commitments:

[insert availability requirements]

- and in accordance with any other service levels specified below:

Part B (As-A-Service)

[insert service levels]

7. Support

If the As-A-Service Solution fails to comply with the Agreement, you must fix the problem as soon as reasonably possible and in accordance with relevant service levels.

You must provide help desk services as follows:

Help desk services:	[insert requirements of helpdesk]
Help desk hours:	[insert hours of helpdesk]
Help desk contact details:	[insert contact details of helpdesk]

8. Performance monitoring and reporting

You will provide the following performance monitoring and reporting:

Reporting on performance of the As-A-Service Solution:	[insert reporting requirements]
Technical arrangements for enabling our performance monitoring of the As-A-Service Solution at any time:	[insert requirements of performance monitoring]

9. Locations

You must only perform work associated with the As-A-Service Solution - including development work, hosting, operations, support and maintenance, and any work performed via remote access - in Australia, and from the following locations approved by us outside Australia (if any):

Locations for all components of your As-A-Service Solution, including production systems, which are outside Australia:	Not applicable – no locations outside of Australia apply.
Locations for work associated with the As-A-Service Solution that is performed outside Australia	Not applicable – no locations outside of Australia apply.

10. Changes to the As-A-Service Solution

We expect you will make changes to the As-A-Service Solution to ensure it keeps pace with technological advancements and improvements in methods of delivery.

This does not entitle us to new products or functionality which are not contemplated under this Agreement and are separately priced.

Regardless of any such changes, you must ensure the As-A-Service Solution continues to meet all of the requirements under this Agreement.

Part B - Solution Requirements for Professional Services

1. Scope of the Professional Services

You agree to provide the following “**Professional Services**”:

[insert description]

2. Requirements

You agree to provide Professional Services in accordance with the following requirements:

[insert detailed requirements of professional services]

The Professional Services must be provided in line with the project schedule set out in section 5 below and must be provided [insert location].

3. Deliverables

As part of your Professional Services, you will provide these Deliverables:

Deliverables	Description
[insert the name of each Deliverable]	[insert detailed requirement of each Deliverable]

4. Milestones

In performing the Professional Services, you agree to the following “**Milestones**” – together with the relevant “**Acceptance Criteria**” and “**Milestone Dates**” set out below:

Milestones	Acceptance Criteria	Milestone Dates
[insert milestone]	[insert acceptance criteria]	[insert milestone date]

To achieve a Milestone, the relevant Acceptance Criteria must be met by the specified Milestone Date, and confirmed by us in writing.

5. Project schedule

Project schedule requirements: (choose option 1, 2 or 3 and mark with an X)

<input type="checkbox"/>	Option 1:	No project schedule is required
<input type="checkbox"/>	Option 2:	You will meet the project schedule attached to this Agreement
<input type="checkbox"/>	Option 3:	<p>You will provide a draft project schedule for delivery of the Professional Services by:</p> <p>Click or tap to enter a date.</p> <p>The draft project schedule should align with the Milestones.</p>

Part B (Professional Services)

		We may give feedback on your draft project schedule. Following any amendments and our approval of the final version, you must meet that project schedule.
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Any changes to the project schedule will not change the Milestones. You must meet the Milestones unless they are changed through a variation to this Agreement.

6. Out of scope

The following are excluded from the scope of Professional Services:

Not applicable – no exclusions apply.

7. Personnel

The Professional Services will be performed by:

Name	Role	Required skills and expertise

8. Governance

You agree to participate in our governance, including attending meetings and providing status updates, on request.

9. Reporting

You agree to provide the following reporting to us.

[insert detailed reporting requirements]
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10. Buyer dependencies

We understand that you are relying on us for the items listed below (“**Dependencies**”):

Not applicable.

If we are unable to provide or perform any of these Dependencies, you are excused from performing the Agreement to the extent that you are impeded by the particular Dependency.

11. Fees options

Select an option below: (choose option 1 or 2 and mark with an X)

<input type="checkbox"/>	Option 1:	Fixed fees - see further details below under Option 1
<input type="checkbox"/>	Option 2:	Capped time and materials - see further details below under Option 2

If requested, you must provide documentation to show how your fee was calculated.

We will pay the fees specified below. We will also pay GST in accordance with applicable law.

Part B (Professional Services)

Option 1: Fixed fees

For Option 1, fees are payable as follows:

- the fixed fees below are the maximum amount payable by us in connection with the Professional Services and the deliverables specified in section 3 (“**Deliverables**”) of these Solution Requirements for Professional Services
- the fixed fees include all taxes, except GST
- the fixed fees include all expenses, unless listed in section 13 (“**Expenses**”) of these Solution Requirements for Professional Services
- where you have calculated the fixed fees based on certain assumptions, they must be stated below
- you can invoice us for the fixed fees after we give you written confirmation the applicable Milestone has been achieved

Calculation of fixed fees payable:

Milestone which triggers payment	Milestone payment amount
[insert milestone]	[insert milestone \$ amount]

Assumptions made in calculating fixed fees:

Not applicable.

Option 2: Capped times and materials

Where fees are payable on a capped time and materials basis, you must:

- specify Estimated Fees, based on your “**Professional Services Rate Card**” and any assumptions set out below (**Estimated Fees**)
- use your best endeavours to keep within the Estimated Fees (or any updated estimates approved by us)
- only charge for time spent in providing the Professional Services and Deliverables and any other tasks requested by us
- not charge for time spent in account or relationship management and related functions
- submit a time summary to us for each of the personnel charged on a weekly basis, or as otherwise agreed
- notify us promptly if your Estimated Fees may be exceeded, or if you become aware any of your assumptions set out below are incorrect
- invoice us following the end of each month the Professional Services and Deliverables are provided

We will not pay any fees that exceed your Estimated Fees, except where we approve updates to your Estimated Fees in writing.

Estimated Fees payable: (complete if Option 2 is selected)

Part B (Professional Services)

[insert estimated Fees if applicable]

Assumptions made in calculating Estimated Fees: (complete if Option 2 is selected)

Not applicable.

12. Professional Services Rate Card

Please provide your **Professional Services Rate Card** below:

[insert Rate Card]

13. Expenses

You can only claim expenses:

- within the scope set out below
- with our prior written approval
- in accordance with our expense policy
- without any profit margin or mark-up
- if you provide copies of all receipts

Not applicable – expenses are not permitted to be claimed.

14. Intellectual property rights

New Materials

Under the Core Terms, any New Materials you create are owned by you and licensed to us - unless alternative arrangements are included here in the Solution Requirements.

For Professional Services, the following alternative arrangements apply:

- all Deliverables you develop and provide to us are part of our Confidential Information and will be owned by us from the time they are created
- where any Deliverables incorporate your Existing Materials, you license us to use those Existing Materials on a perpetual, non-exclusive, royalty-free basis as part of the Deliverables

Exceptions

As an exception, we will not own the following Deliverables, but you license us to use them for any purpose other than commercial exploitation:

The Seller must procure that the intellectual property rights in any New Material vest in the Buyer upon creation and the Seller hereby absolutely assigns and transfers (and will procure that the Seller's affiliates and personnel assign and transfer) to the Buyer all existing and future intellectual property rights throughout the entire world in any New Materials, including all statutory and common law rights attaching thereto. The Seller is granted a licence by the Buyer to use the New Material, but only to the extent required to perform the Seller's obligations under this Agreement and only during the term of this Agreement.

Part B - Solution Requirements for Licensed Software

These Solution Requirements for Licensed Software are made up of:

- Division 1: Software
- Division 2: Support & Maintenance Services
- Division 3: Fees and general terms

Division 1: Software

1. Scope of Software

You will provide the following “**Licensed Software**” to us, with the functions and features as described below:

[insert description]

Any user materials you provide with the Software must be complete and of sufficient quality to enable a competent user to exercise the rights of use under this Agreement.

The Software, including any fixes, patches, upgrades, new releases and enhancements, must be free of any harmful code or any defect that when as permitted under this Agreement the Software is used by us in our devices or systems, would impair or interfere with their operation.

2. What is the licensing model?

The Software is licensed to us in accordance with the following licensing model and licensing metrics:

[insert licensing model]

Specific details of the licensing metrics are as follows:

Software	Unit type	Quantity
[insert software]	[insert unit of measure]	[insert quantity]

If the number of fully paid-up licences exceeds our requirements at any time:

- you agree that we may by notice to you novate our excess licences (including associated rights and obligations) to another NSW government agency or entity
- the novation of any excess licences will take effect from the date the relevant NSW government agency or entity consents to the novation
- we will notify you of the effective novation date and all relevant details of the incoming NSW government agency or entity

Part B (Licensed Software)

- from the effective novation date, the relevant NSW government agency or entity is responsible for compliance with this Agreement in its use of the licences and associated services

we remain responsible for our acts and omissions in relation to the novated licences that occurred before the effective novation date

New Materials

Under the Core Terms, any New Materials you create are owned by you and licensed to us - unless alternative arrangements are included here in the Solution Requirements. For this Software, the following alternative arrangements apply:

[insert alternative arrangement where applicable]

3. Delivery of Software

You will deliver the Software to us as follows:

[insert how Software will be delivered]

4. Our rights in relation to the Software

You license us to use the Software and any accompanying materials for the Licensing Period.

Any third-party components of the Software are licenced to us on the same terms as this Agreement (unless expressly agreed otherwise between the parties).

You will deliver the Software to us by the following means:

[insert description]

We may:

- access, use, install, test and run the Software on our devices or our systems in any of our environments
- configure, adapt and create derivatives of the Software using the tools and functionality that you make available
- make copies of the Software for evaluation, training, disaster recovery, back up and archiving purposes
- after termination or expiry of this Agreement, retain a copy of the Licensed Software and any user materials as required for our record keeping purposes or applicable law
- exercise the following additional rights:

[insert additional if applicable]

5. Our obligations

We must:

- include your copyright and proprietary notices on each copy of the Software
- keep written records of the location and use of each copy of the Software
- provide a copy of such records to you on request

Part B (Licensed Software)

- on reasonable notice, allow you to appoint an independent auditor to verify that we are using the Software in accordance with this Agreement.

You cannot install any tools or applications on our systems to conduct software audits unless we agree in advance.

If the results of an audit demonstrate that our usage of the Software has exceeded our licensing rights, we will pay for those additional licences on the same terms under this Agreement, without any penalties.

We will not do anything to prejudice your right, title and interest in the Software that is inconsistent with our rights under this Agreement.

We will not:

- reverse engineer, decompile or disassemble the Software
- distribute, transfer, sublicense, rent or lease the Software
- or remove or alter any of your proprietary marks, branding or notices on the Software or the user materials

except as permitted under this Agreement or applicable law.

The following additional restrictions will apply (if any):

Not applicable – there are no additional restrictions.

6. Acceptance

If we do not require acceptance testing of the Software, the Software is accepted by us on the expiry of seven days after we receive the licence keys or licence confirmations which enable us to download the Software (**7 Day Acceptance Period**), except where we notify you during that 7 Day Acceptance Period that the Licensed Software does not comply with this Agreement.

Where we do require acceptance testing, the following process applies:

Test type	Description	Acceptance Criteria	Responsibility		
			Has responsibility for testing?	Provides data or test cases	Provides guidance and support

The Software is accepted by us:

- when we first use the Software in a production environment.
- when we notify you that we accept the Software following acceptance testing.
- or 30 days following installation of the Software on our systems, except where we notify you that the Software does not comply with this Agreement

whichever occurs first.

You must promptly remedy or replace any Software or any licence keys that do not comply with this Agreement. Where you fail to do so within a reasonable period, we may give you notice of termination under

Part B (Licensed Software)

clause 16 (**Termination for cause**) of the Core Terms, following which you will have a further 14 days to remedy such failure before termination takes effect.

You are not required to remedy or replace the Software if the defect is caused by:

- our failure to comply with the terms of this Agreement
- our use of the Software in ways that do not comply with the user materials
- modifications to the Software that are not made by you or authorised by you under this Agreement
- our use of the Software in combination with other products that adversely affects the performance of the Software
- harmful code that is introduced into the Software by us or by others acting on our behalf.

7. Open source components

Choose option 1 or 2 and mark with an **X**:

<input type="checkbox"/>	Option 1:	The Software does not include open source components.
<input type="checkbox"/>	Option 2:	The Software includes the following open source components:

You must ensure that the use of open source components:

- does not impede your ability to comply with your obligations under this Agreement
- does not require us to disclose, license or otherwise make available any of our materials or Buyer Data to any third party.

Division 2: Support & Maintenance Services

8. Services

You must:

Select relevant options and mark with an **X**.

<input type="checkbox"/>	Configure, install and test the Software in our systems or in any of our environments in accordance with the Software specifications
<input type="checkbox"/>	Integrate the Software with our other software or systems
<input type="checkbox"/>	Demonstrate the Software
<input type="checkbox"/>	Provide training in the use of the Software

9. Support & Maintenance Services

“**Support & Maintenance Services**” comprise the Maintenance Services and Support Services set out in this Division 2 of these Solution Requirements for Licensed Software.

Part B (Licensed Software)

Where we elect to acquire Support & Maintenance Services for the Software, you must provide them to a standard that ensures that the Licensed Software continues to perform in accordance with this Agreement and the user materials.

Maintenance Services

“**Maintenance Services**” comprise:

- fixes, patches, upgrades, new releases and enhancements of the Software and updated user materials as you generally make available to your customers, which we may take up at our option
- any additional Maintenance Services specified below:

[insert if applicable]

For each new release or version the Software, you must offer Maintenance Services for a minimum period of 2 years after you deliver it to us, and we may procure those Maintenance Services at our election.

Support Services

“**Support Services**” include the following help desk services:

Help desk level	Who is responsible?	Available hours
[insert priority level]	[insert who is responsible]	[insert availability hours]
[insert priority level]	[insert who is responsible]	[insert availability hours]
Scope of your help desk services	[insert scope of help desk services]	
Your contact details for Support Services :	Email	
	Telephone	
	Self service	

“**Support Services**” also include:

[insert if applicable]

Excluded Services

The following services are excluded from the scope of Support & Maintenance Services:

Not applicable – there are no excluded services.

10. Locations for Support Services

You must only perform Support Services (including those Support Services performed via remote access) in Australia, and from the following locations approved by us outside Australia (if any):

Not applicable – no locations outside of Australia are approved.

Part B (Licensed Software)

11. Support requests

We will provide you with the following details when we issue a request for Support Services:

- Software version or release number and/or licence keys
- summary of defect or incident
- priority level that we have allocated to the problem
- details of investigations we have undertaken and our findings
- any logs, screenshots, error messages or other diagnostic information that we have available
- any additional requirements set out below:

Not applicable – no additional requirements apply.

12. Service Levels

You will process our support requests and provide Support Services in accordance with the following “Service Levels”:

	Priority 1	Priority 2	Priority 3
Response time	[insert required response time]	[insert required response time]	[insert required response time]
Resolution time	[insert required resolution time]	[insert required resolution time]	[insert required resolution time]
Resolution process	[insert process if applicable]	[insert process if applicable]	[insert process if applicable]
Other Service Levels	[insert other service levels if applicable]	[insert other service levels if applicable]	[insert other service levels if applicable]

Defects or incidents which occur in the operation of the Software will be classified as follows:

Priority levels for Service Levels	
Priority 1 incident:	Our systems, processes or operations are critically affected by the defect or incident in the Software
Priority 2 incident:	Either: <ul style="list-style-type: none">• some of our systems, processes or operations are critically affected by the defect or incident• or if the defect or incident continues there is a likelihood that it could cause a serious disruption to our systems, processes or operations
Priority 3 incident:	The defect or incident in the Software affects our systems, processes or operations, but normal processes and operations are able to continue with minimal disruption

Service credits: Where you fail to achieve the Service Levels, then you must provide service credits or rebates where set out below.

Part B (Licensed Software)

[insert credit or rebate mechanism]

13. Escalation process for Support & Maintenance Services

If we are not satisfied with how our support request has been managed, we may escalate our concerns to the following contacts:

Contact details for escalation process	
Name:	
Role:	
Phone:	
Email:	
Address:	

Division 3: Fees and General Terms

14. Details of Fees

The Fees for Software and Support & Maintenance Services are calculated as follows:

Licensed Software and services	Price per Unit AUD (GST exclusive)	Quantity	Extended price AUD (GST exclusive)
Software			
Support & Maintenance Services (*)			
Subtotal (GST exclusive)			
GST			
Total fees (GST inclusive)			

(*) Where fees for Support & Maintenance Services are bundled into licence fees, write "Included in Software Fees"

The fees include all taxes, except GST. In addition, we will pay GST in accordance with applicable law.

Part B – Solution Requirements for Hardware

These Solution Requirements for Hardware are made up of:

- Division 1: Hardware
- Division 2: Warranty Services
- Division 3: Fees and general terms

Division 1: Hardware

1. Scope of Hardware

You agree to provide the following “**Hardware**” to us:

Hardware description	[insert description]
Software Components	[insert firmware or other installed software description]

Any user materials you provide with the Hardware must be complete and of sufficient quality to enable a competent user to operate the Hardware.

2. Technical Requirements

The Hardware must meet the following “**Technical Requirements**”:

[insert requirements]

3. Delivery

You must deliver the Hardware:

To our nominated site:	The Seller must deliver the Hardware to [insert address].
By the delivery date:	The Seller must deliver the Hardware by no later than [insert date].
During the delivery hours:	The Seller must deliver the Hardware between the hours of [insert] am and [insert] pm on business days.
In accordance with our delivery instructions:	The Seller must [insert delivery instructions]

Part B (Hardware)

We must undertake the following site preparations:	Not applicable
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You must pack and protect the Hardware so that it arrives at our site without any defects.

On delivery, you must provide to us:

- a delivery note listing all items and quantities included in the delivery
- test results, manuals, instructions, procedures and drawings required for the safe handling, transport, storage, commissioning and decommissioning, use, operation, maintenance, repair and disposal of the Hardware
- all consumables and installation materials required for installation, testing and commissioning of the Hardware, if we are performing these tasks
- any other requirements set out below (if any):

[insert detail of any other delivery requirements]
--

You must, at your own expense, remove or dispose of in an environmentally responsible way all packing materials used for delivering the Hardware to our nominated site.

4. Risk and title

Title in the Hardware will pass to us:	Legal and beneficial title to (and property in) the Hardware passes to the Buyer on the earlier of: <ul style="list-style-type: none">a) delivery of such Hardware to the Buyer; orb) payment by the Buyer for such Hardware, without prejudice to any rights of rejection that the Buyer may have under the terms and conditions of this Agreement or otherwise.
--	--

Risk in the Hardware will transfer to us on delivery of the Hardware in accordance with our delivery instructions set out in section 3 (“**Delivery**”) of these Solution Requirements for Hardware.

5. Hardware and replacement parts

The Hardware and any replacement parts must:

- be new, unused and be recently manufactured unless we agree otherwise
- be free from defects, omissions in design, materials and workmanship
- be of merchantable quality and comply with all laws
- comply with the Technical Requirements
- perform in accordance with this Agreement
- be capable of being used and operated in accordance with the user materials
- be free of any charge or liability on title passing to us.

Part B (Hardware)

6. Software Components

You licence to us the intellectual property rights in the Software Components to use, operate and maintain (as applicable) the Hardware in accordance with the Technical Requirements.

The licence is non-exclusive, transferable only with the Hardware, perpetual and royalty free.

We will not:

- reverse engineer, decompile or disassemble the Software Components
- distribute, transfer, sublicense, rent or lease the Software Components
- remove or alter any of your proprietary marks, branding or notices on the Hardware and the user materials

except as permitted under this Agreement or under applicable law.

Where any additional restrictions are required in relation to our use of the Software Components, they may be specified below:

Not applicable – no additional restrictions apply

New Materials

Under the Core Terms, any New Materials you create are owned by you and licensed to us - unless alternative arrangements are included here in the Solution Requirements. For the Software Components, the following alternative arrangements apply:

[insert alternative arrangement if applicable]

The Software Components, including any fixes, patches, upgrades, new releases and enhancements, must be free of any harmful code or any defect that would impair or interfere with the operation of the Hardware in accordance with the Technical Requirements.

7. Right to reject Hardware

We may reject the Hardware within the following period if it is not in accordance with the Agreement:

30 days from delivery, without prejudice to any of the Buyer's other rights of rejection under this Agreement or otherwise.

If we reject the Hardware you must promptly collect and repair or replace the Hardware at your cost.

If the Hardware is collected for repair, risk will revert to you when collected by you or delivered to a carrier for return to you for repair.

If the Hardware is rejected and returned, title and risk will revert to you when delivered to a carrier for return.

Division 2: Warranty Services

Part B (Hardware)

8. Warranty Services

“**Warranty Services**” comprise the services set out in this Division 2 of these Solution Requirements for Hardware

You must provide Warranty Services to a standard that ensures that the Hardware continues to perform in accordance with this Agreement and the user materials throughout the Warranty Period.

9. Scope of Warranty Services

“**Warranty Services**” comprise the following services:

- Commissioning services
- Basic maintenance services
- Help desk support
- Relocation services
- Other services

a. Commissioning services

You must provide the commissioning services selected by us below:

<input type="checkbox"/>	Configure, install, test and commission the Hardware in our systems or in any of our environments in accordance with the Technical Requirements
<input type="checkbox"/>	Undertake quality assurance and provide an inventory check of all accessories
<input type="checkbox"/>	Demonstrate the Hardware
<input type="checkbox"/>	Provide training in the use of the Hardware

b. Basic maintenance

You must:

- maintain the Hardware (including Software Components) to a standard that ensures continuous performance in accordance with this Agreement
- make available all fixes, patches, upgrades, new releases and enhancements for the Software Components as they are generally made available to your other customers in Australia
- undertake problem detection, system checks, replacement of unserviceable parts and consumable items, cleaning, lubrication and adjustment of mechanical and electro-mechanical devices in accordance with the manufacturer’s instructions
- undertake any engineering changes that are required by the manufacturer or applicable law
- supply replacement parts for the Hardware on a timely basis to enable the Hardware to continue to perform in accordance with this Agreement
- maintain and provide to us, on request, records of the type of services provided - including when the service event occurs, issues arising, repairs undertaken, parts and consumables replaced and remaining warranty obligations that apply.

Part B (Hardware)

c. Help desk

You must provide the following help desk support:

Help desk level	Who is responsible?	Available hours	Scope
[insert priority level]	[insert who is responsible to dealing with this priority level]	[insert availability hours]	[insert scope of help desk]
[insert priority level]	[insert who is responsible to dealing with this priority level]	[insert availability hours]	[insert scope of help desk]
Your contact details for services:	Email:		
	Telephone:		
	Self-service:		

We will provide you with the following details when we issue a request for help desk services:

- Hardware identifying information
- summary of defect or incident
- priority level that we have allocated to the problem
- details of investigations we have undertaken and our findings
- any logs, screenshots, error messages or other diagnostic information that we have available
- and any other information you reasonable require

d. Relocation

On reasonable notice, we may relocate the Hardware as required for our business purposes and will provide to you details of the new location and when the decommissioning and recommissioning of the Hardware will occur (to be performed at our cost).

e. Other Services

You also agree to provide the following services to us for the Hardware:

[insert description of any required services]

Title and risk in the replacement parts transfers to us on installation.

Title and risk in the replaced parts revert to you on their removal by you or on behalf.

10. Access to our premises

You may access our premises to deliver, install, test, commission, repair or maintain the Hardware where so required under this Agreement.

When on our premises, you must follow our reasonable safety and security procedures as we require.

Part B (Hardware)

11. Service Levels

You will process our support requests and provide Warranty Services in accordance with the following “Service Levels”:

	Priority 1	Priority 2	Priority 3
Response time	[insert required response time]	[insert required response time]	[insert required response time]
Resolution time	[insert required resolution time]	[insert required resolution time]	[insert required resolution time]
Resolution process	[insert process if applicable]	[insert process if applicable]	[insert process if applicable]
Other Service Levels	[insert other service levels if applicable]	[insert other service levels if applicable]	[insert other service levels if applicable]

Defects or incidents which occur in the operation of the Hardware will be classified as follows:

Priority Levels for Service Levels	
Priority 1 incident:	The Hardware or our systems, processes or operations are critically affected by the defect or incident in the Hardware
Priority 2 incident:	Either: <ul style="list-style-type: none"> parts of the Hardware or some of our systems, processes or operations are critically affected by the defect or incident or if the defect or incident continues there is a likelihood that it could cause a serious disruption to our systems, processes or operations
Priority 3 incident:	The defect or incident in the Hardware affects our systems, processes or operations, but normal processes and operations can continue with minimal disruption

Service credits: Where you fail to achieve the Service Levels, then you must provide service credits or rebates where set out below.

[insert service credit or rebate mechanism]

Exceptions

You are not required to remedy or replace the Hardware if a defect is caused by:

- fair wear and tear
- our failure to comply with the terms of this Agreement
- our actions or decisions which prevent you from implementing engineering changes recommended by the manufacturer or required by law
- our use of the Hardware in ways that do not comply with the user materials
- modifications to the Hardware that are not made by you or authorised by you under this Agreement

Part B (Hardware)

- relocation, reinstallation, decommissioning or recommissioning of the Hardware that is not by you or authorised by you under this Agreement.
- failure of electrical power or operation of the Hardware by us in environmental conditions that are not recommended in the user materials
- our use of consumables or replacement parts of the Hardware that are not recommended by you and adversely affect the performance of the Hardware
- harmful code that is introduced into the Hardware by us or by others acting on our behalf.

12. Escalation process for Warranty Services

If we are not satisfied with how our service request has been managed, we may escalate our concerns to the following contacts:

Contact details for escalation process	
Name and Role:	
Phone:	
Email:	
Address:	

Division 3: Fees and general terms

13. Calculation of Fees

Fees for the Hardware and the Warranty Services **are calculated** as follows:

Hardware and Services	Price per Unit AUD (GST exclusive)	Quantity	Extended price AUD (GST exclusive)
Hardware			
Warranty Services (*)			
Subtotal (GST exclusive)			
GST			
Total fees (GST inclusive)			

(*) Where fees for Warranty Services are bundled into Hardware fees, write "Included in Hardware Fees"

The fees include all taxes, except GST. In addition, we will pay GST in accordance with applicable law.

Part B (Hardware)

All delivery costs are included in the fees set out above, except where additional delivery fees are set out below:

[insert where applicable]

Part B (Hardware)

Attachment 1 (NSWPF Special Terms)

Application of this Attachment

1. The Buyer and the Seller expressly acknowledge and agree that, notwithstanding any other provision of this Agreement:
 - a. as a result of the standing and functions of the Buyer, special circumstances and requirements apply to the Buyer and the Buyer's suppliers and service providers (including the Seller);
 - b. the terms and conditions set out in this Attachment 1 (NSWPF Special Terms):
 - i. are required as a result of the standing and functions of the Buyer;
 - ii. apply notwithstanding any other provision of this Agreement; and
 - iii. must be complied with by the Seller in addition to any other obligation set out in this Agreement;
 - c. any other provisions of this Agreement which limit the Seller's obligations to comply with, or excuses performance by the Seller of, the terms and conditions set out in this Attachment 1 (NSWPF Special Terms) do not apply to the Seller's obligations under this Attachment 1 (NSWPF Special Terms); and
 - d. a breach by the Seller of any provision of this Attachment 1 (NSWPF Special Terms), or of any confidentiality, privacy or security requirements under this Agreement, will not be taken to be trivial or inconsequential for the purposes of this Agreement under any circumstances.

Work Health and Safety

2. The Seller must:
 - a. comply with, and must ensure that its employees, officers, contractors, subcontractors and agents (**Personnel**) comply with:
 - i. all laws and regulations relating to occupational or work health and safety, including the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW); and
 - ii. any safety specifications or requirements notified by the Buyer to the Seller from time to time; and
 - b. if the Seller becomes aware of any health or safety risk in relation to the Services or the Deliverables, immediately advise the Buyer and (if required by the Buyer) promptly prepare, submit to the Buyer, and implement, a plan to address or rectify the hazard or risk.

Security

Generally

3. Without limiting any other obligations of the Seller under this Agreement, the Seller must:
 - a. establish, maintain, enforce and continuously improve its safety and security procedures and safeguards against the unauthorised use, disclosure, destruction, loss or alteration of Buyer Data and the Buyer's other Confidential Information, in accordance with current industry best-practice; and
 - b. notify and keep the Buyer notified at all times of the Seller's current safety and security procedures and safeguards and any amendments to such procedures and safeguards that are made from time to time.

Part B (Hardware)

Compliance with Security Requirements

4. The Seller must comply with such security requirements of the Buyer communicated to the Seller from time to time, including security requirements relating to access to, and use of, any data, information systems or premises.
5. If the Seller becomes aware of, or has reasonable grounds to suspect that there has been, a Security Incident, it must immediately notify the Buyer in writing, and give the Buyer full details about the Security Incident, including:
 - a. the date of the Security Incident;
 - b. the type of Security Incident that occurred;
 - c. a description of the Security Incident (including whether the Security Incident involved any Personal Information);
 - d. how the Security Incident occurred;
 - e. where the Security Incident involves Personal Information, the following:
 - i. the amount of time the Personal Information was accessed, accessible or disclosed for; and
 - ii. the total (or estimated total) number of individuals affected, or likely to be affected, by the Security Incident; and
 - f. such other information relating to the Security Incident that the Buyer requires.
6. Where the:
 - a. Supplier becomes aware, or has reasonable grounds to suspect, that there has been a Security Incident; or
 - b. Buyer notifies the Supplier that the Buyer has reasonable grounds to suspect that a Security Incident has occurred or is about to occur,the Supplier must:
 - c. expeditiously assess, investigate and diagnose the Security Incident (including to identify the root cause of the Security Incident, the risks posed by the Security Incident and identify how these risks should be addressed) and, on the Buyer's request, provide the results of that assessment and investigation to the Buyer within the timeframe requested by the Buyer;
 - d. immediately manage and contain the Security Incident and take all necessary steps to mitigate the impact of the Security Incident;
 - e. develop and adopt a remediation plan addressing the rectification of, and the prevention of the future recurrence of the facts and circumstances giving rise to, the Security Incident (**Remediation Plan**);
 - f. co-operate with the Buyer in connection with any assessment, investigation, audit, response and resolution (including, subject to the Seller's reasonable confidentiality obligations and security policies and procedures, providing access to the Seller's premises and Personnel of the Seller) in respect of the Security Incident; and
 - g. do all things requested by the Buyer to ensure the Buyer is able to satisfy its notification and reporting obligations within the timeframes and other requirements under the Privacy Laws.
7. For clarity, the existence of, nature of and circumstances surrounding the Security Incident constitute the Buyer's Confidential Information.

Part B (Hardware)

8. In these Special Terms, **Security Incident** means any one or more of the following: (a) any Security Breach (as defined in clause 9 of the Core Terms); (b) any notifiable data breach under the Privacy Laws; (c) any information security or data incident or breach that affects or has the potential to affect, operationally or non-operationally, the Buyer or its Personnel; (d) any security breaches, cyber security incidents or similar events relating to, or affecting Buyer Data, Personal Information or the Buyer's technology environments which trigger, or are likely to trigger, contractual reporting obligations or legal reporting obligations to a government entity or regulatory authority; (e) where there are reasonable grounds to suspect that any breaches or circumstances under paragraphs (a) to (d) have occurred or are likely to have occurred or will occur; or (f) any alleged occurrence of any of the above events or circumstances.
9. Notwithstanding clause 1 (Role of the Core Terms) of the Core Terms, the parties expressly acknowledge and agree that, to the extent of any inconsistency between sections 4 to 8 of these Special Terms, and clause 9 (Security) of the Core Terms, these sections 4 to 8 of these Special Terms will prevail, regardless of anything in the Core Terms to the contrary.

Protection of Buyer Data

10. The Seller undertakes and warrants that:

- a. it will not obtain any rights to or in Buyer Data, and will not and will ensure that its Personnel do not:
 - i. use Buyer Data for any purpose other than as directly required to supply the Services in accordance with this Agreement;
 - ii. purport to sell, let for hire, or assign any rights in Buyer Data;
 - iii. make Buyer Data available to external parties without the prior approval of the Buyer and as agreed on a need-to-know and confidential basis; or
 - iv. commercially exploit Buyer Data;
- b. it will:
 - i. ensure that, at all times:
 1. Buyer Data in the possession or control of the Seller is protected against misuse, interference, loss, unauthorised or unlawful access, use, modification or disclosure or accidental destruction;
 2. only authorised Personnel of the Seller with a legitimate role in performing the Seller's obligations under this Agreement have access to the Buyer Data; and
 - ii. upon the Buyer's request, produce to the Buyer or its nominee evidence of the Seller's compliance with its obligations under section 10b of these Special Terms;
- c. it will (at the Buyer's election) securely destroy or return all Buyer Data and Confidential Information of the Buyer in the Seller's possession and control, including without limitation permanently deleting or returning all devices in its possession or control used to store Buyer Data or Confidential Information of the Buyer, when it is no longer required by the Seller to perform its obligations under this Agreement; and

Part B (Hardware)

- d. all electronic mail communications between the Buyer and the Seller are appropriately secured by then-current industry best-practice encryption.

Notwithstanding the foregoing, the Seller may retain one copy of Confidential Information, to the extent the Seller is required to retain such Confidential Information under applicable law (provided that the Seller continues to treat such Confidential Information in accordance with this Agreement and does not use, disclose or access it other than to the extent required by applicable law or an order of a court of competent jurisdiction).

Obligations relating to Seller Personnel

11. The Seller must ensure that any of the Seller Personnel who cease to perform the Services return to the Seller or the Buyer all Buyer Data, Confidential Information and other property of the Buyer, in his or her possession, custody or control.

Removal of Personnel

12. The Buyer may from time to time require the Seller to withdraw any one or more of the Seller's Personnel from being engaged in connection with this Agreement, by written notice to the Seller and without the need to provide reasons. If such written notice is issued, the Seller must immediately, to the full extent permitted by law:
 - a. comply with the notice;
 - b. provide a replacement Personnel acceptable to the Buyer and who meets the requirements of this Agreement (including in this Attachment);
 - c. ensure that the relevant Personnel does not carry out any work under or in connection with this Agreement at any time from the date of the notice, unless otherwise agreed in writing by the Buyer;
 - d. ensure that the relevant Personnel does not have access to any information (including, without limitation, Buyer Data) or any of the Buyer's facilities, materials, equipment or systems in connection with this Agreement; and
 - e. ensure that all materials relating to this Agreement and any other documentation, information, resources and other materials of the Buyer (if any) given to the relevant Personnel are immediately returned to the Seller.

Personnel, police checks and access to information, data, facilities etc.

13. The Seller must, without limitation, ensure that the Seller and its Personnel, if and when on the Buyer's premises or when accessing Buyer Data or any of the Buyer's facilities, equipment, materials, computer systems and information, comply with:
 - a. the Buyer's policies as made available (including on the Buyer's intranet, to the extent the intranet is available to the Seller or its Personnel) or advised by the Buyer from time to time and amended or supplemented by the Buyer from time to time; and
 - b. all other reasonable requirements and directions of the Buyer (including agreeing to obtain any security checks required by the Buyer and complying with any obligation or requirement imposed by law).
14. Where requested by the Buyer at any time, the Seller must ensure that the Seller Personnel execute a deed of confidentiality in favour of the Buyer in the form required by the Buyer.

Part B (Hardware)

15. Before any of the Seller's Personnel carries out any work under or in connection with this Agreement, the Seller must:
 - a. obtain from the Seller's Personnel any consent that is necessary to enable the Buyer to conduct a National Police Check and a probity clearance;
 - b. ensure that any of the Seller's Personnel who perform work under or in connection with this Agreement or who have access to Buyer Data are a resident national of the 'Five Eyes alliance' (i.e. of Australia, Canada, New Zealand, the United Kingdom or the United States of America) and has obtained a Baseline Clearance Assessment approval from the NSWPF Security Vetting Unit; and
 - c. receive written confirmation from the Buyer that those specific named Seller Personnel are authorised to carry out work under or in connection with this Agreement.
16. If the Seller is unable to obtain the consent of the Seller's Personnel as required by section 15 of these Special Terms, then, without limiting the Seller's obligations under this Agreement, the Seller must ensure that the relevant Seller Personnel does not carry out any work under or in connection with this Agreement and provides a suitable replacement Personnel as soon as reasonably possible. The Seller must promptly notify the Buyer in writing if the Seller becomes aware of any change in the criminal record history, qualifications, job history or character of any of the Seller's Personnel or any other matter that may adversely affect the suitability of any of the Seller's Personnel to carry out work under or in connection with this Agreement.
17. The Seller acknowledges that there is lead time of approximately 10 Business Days for all clearances to be conducted and must ensure that it submits clearances within such a time to ensure that clearances are obtained prior the relevant Personnel being required to perform work under or in connection with this Agreement.
18. The Buyer may from time to time require the Seller to withdraw any one or more of the Seller's Personnel from being engaged in connection with this Agreement, by written notice to the Seller and without the need to provide reasons. If such written notice is issued, the Seller must immediately, to the full extent permitted by law:
 - a. comply with the notice;
 - b. provide a replacement Personnel acceptable to the Buyer and who meets the requirements of this Agreement (including in this Attachment);
 - c. ensure that the relevant Personnel does not carry out any work under or in connection with this Agreement at any time from the date of the notice, unless otherwise agreed in writing by the Buyer;
 - d. ensure that the relevant Personnel does not have access to any information (including, without limitation, Buyer Data) or any of the Buyer's facilities, materials, equipment or systems in connection with this Agreement; and
 - e. ensure that all materials relating to this Agreement and any other documentation, information, resources and other materials of the Buyer (if any) given to the relevant Personnel are immediately returned to the Seller.

Standards, Codes and Laws

19. The Seller must:
 - a. comply with, and ensure that its Personnel comply with, all applicable Laws (defined below), including obtaining any relevant Approvals (defined below), when undertaking work in connection with this Agreement;

Part B (Hardware)

- b. ensure that the Seller and its Personnel are aware of, and comply with, the Policies, Codes, Guidelines and Standards (defined below) (for the avoidance of doubt, any reference to "NSW government sector employees" or "NSW Police Force employees" in the Policies, Codes, Guidelines and Standards is to be read as a reference to the Seller's employees); and
- c. obtain any accreditations, approvals, consents or permits required by the Policies, Codes, Guidelines and Standards at the Seller's own cost and expense,

where:

- d. **Approval** means any licence, permit, registration, consent, approval, determination, certificate, administrative decision, permission or other requirement of any Authority having any jurisdiction in connection with the Seller's activities or under any applicable Law, which must be obtained or satisfied in connection with this Agreement;
- e. **Authority** includes any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality;
- f. **Laws** means the common law and any legally binding law, legislation, statute, act, regulation, subordinate legislation, rule, by law, order, proclamation, decree, ordinance, directive or code which is enacted, issued or promulgated by any Authority, and includes the:
 - i. *Health Records and Information Privacy Act 2002* (NSW);
 - ii. *Privacy and Personal Information Protection Act 1998* (NSW);
 - iii. *State Records Act 1998* (NSW);
 - iv. *Work Health and Safety Act 2011* (NSW);
 - v. *Government Information (Public Access) Act 2009* (NSW); and
 - vi. all regulations made under the foregoing Acts; and
- g. **Policies, Codes, Guidelines and Standards** means any policies, codes, guidelines or standards set out in this Agreement, applicable to this Agreement, applicable to the Seller or notified to the Seller by the Buyer.

Police insignia

20. The Seller must not use police insignia, as defined in section 203(8) of the *Police Act 1990* (NSW) (**Police Act**), unless the Seller:
- a. is authorised by a licence granted to the Seller by the Commissioner of the NSW Police Force;
or
 - b. is otherwise authorised by the Commissioner of the NSW Police Force.

Part B (Hardware)

Modern Slavery

Definitions

21. In sections 21 to 29 of these Special Terms:

- a. **Core Obligations** means those obligations set out in section 22 of these Special Terms;
- b. **Engaged Entity** of a party means any first tier (direct) suppliers, subcontractors, consultants and contractors engaged by that party (or that party's directors, officers and employees) in connection with this Agreement. For the avoidance of doubt, 'Engaged Entities' includes independent contractors (whether an individual or body corporate), secondees, consultants and any other workers (however described) who may be engaged for the purposes of this Agreement but are not employed by the relevant party;
- c. **Management Plan** means a plan to take reasonable steps to manage risks of Modern Slavery in the Seller's operations and supply chains (including in the operations and supply chains of Seller's Engaged Entities);
- d. **Modern Slavery:**
 - i. means any conduct that constitutes or would constitute any offence listed in Schedule 2 of the *Modern Slavery Act 2018* (NSW), including an offence of attempting or incitement to commit such an offence;
 - ii. includes any conduct that constitutes or would constitute an offence under any of the Modern Slavery Laws as amended from time to time, including an offence of attempting or incitement to commit such an offence; and
 - iii. includes conduct engaged in elsewhere than in New South Wales that, if it occurred in New South Wales, would constitute a modern slavery offence under paragraphs (i) or (ii);
- e. **Modern Slavery Laws** means:
 - i. the *Modern Slavery Act 2018* (Cth);
 - ii. the *Modern Slavery Act 2018* (NSW);
 - iii. Divisions 270 and 271 of the Commonwealth Criminal Code;
 - iv. section 176(1A) of the *Public Works and Procurement Act 1912* (NSW);
 - v. section 438ZE of the *Local Government Act 1993* (NSW); and
 - vi. any other laws, regulations, codes and international conventions aimed at combatting modern slavery, forced labour or human trafficking, from time to time in force in or ratified by Australia and, where relevant, in or by other jurisdictions in which the parties operate,each as amended from time to time;
- f. **Price** means prices, fees, charges and other similar amounts payable by the Buyer to the Seller under this Agreement;
- g. **reasonable steps** means those steps that are reasonable in the circumstances to prevent, identify, mitigate and remedy modern slavery. In assessing whether steps are reasonable, the parties may refer to the NSW Anti-slavery Commissioner's Guidance on Reasonable Steps and related information and resources published by the Anti-slavery Commissioner;
- h. **Related Body Corporate** has the meaning given to that term in the *Corporations Act 2001* (Cth);

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- i. **Related Entity** means, in respect of a party, a Related Body Corporate of such party; and
- j. **Remediation Plan** has the meaning given to it in section 28 of these Special Terms.

Core Obligations

22. Each party must:

- a. not engage in Modern Slavery;
- b. take reasonable steps to ensure that it, its directors, officers, employees, Related Entities and Engaged Entities comply with Modern Slavery Laws as applicable;
- c. take reasonable steps to ensure that its Engaged Entities include provisions equivalent to the Core Obligations (including this sub-clause) in their contracts with their suppliers; and
- d. take reasonable steps to ensure that its Engaged Entities provide their respective directors, officers, employees and suppliers with at least the minimum level of wages and other entitlements required by law.

Price

23. Each party acknowledges and agrees that the Price supports each party to comply with its Core Obligations.

Systems and policies

24. Each party agrees that it will establish, implement, and maintain for the term of this Agreement, appropriate systems and policies as required to meet its Core Obligations.

Implementation

25. Without limiting the Core Obligations or section 24 of these Special Terms, and to the extent permitted by law, the Seller agrees that it will notify the Buyer immediately with adequate particulars of Modern Slavery and the actions taken, or being taken, to remedy Modern Slavery if the Seller becomes aware of any actual or reasonably suspected Modern Slavery engaged in, or any notices, investigations, proceedings or claims arising in any jurisdiction in relation to any actual or reasonably suspected breach of Modern Slavery Laws by the Seller, the Seller's directors, officers, employees, Related Entities, or by any of its Engaged Entities, whether or not the Modern Slavery occurs or is suspected to occur in the performance of this Agreement.

Assistance

26. Without limiting the Core Obligations or sections 24 or 25 of these Special Terms, each party must provide, and use reasonable endeavours to ensure its directors, officers, employees, Related Entities and Engaged Entities provide, all reasonable assistance to the other party to enable the other party to comply with its obligations under sections 21 to 29 of these Special Terms and under applicable Modern Slavery Laws.

Disclosure

27. The Seller represents, warrants and undertakes to, and for the benefit of, the Buyer that, as at the Commencement Date and on a continuing basis for the duration of the term of this Agreement, the Seller has disclosed, in accordance with section 25 of these Special Terms:

- a. to the extent the Seller is aware, any:
 - i. actual or reasonably suspected Modern Slavery engaged in; and

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- ii. notices, investigations, proceedings or claims arising in any jurisdiction in relation to any actual or reasonably suspected breach of Modern Slavery Laws, by the Seller, the Seller's directors, officers, employees, or Related Entities, or by any of the Seller's Engaged Entities while performing any contract with the Seller, whether or not the Modern Slavery arises in the performance of this Agreement; and
- b. all actions taken to remedy said Modern Slavery or breach of Modern Slavery Laws.

Remediation Plan

28. Without limiting any other right or remedy of the Buyer, where the Buyer forms the view that there is a breach of the Seller's Modern Slavery obligations as set out in these Special Terms that is reasonably capable of being remedied, then, where required by the Seller, the parties shall develop a remediation plan to remedy the breach (the **Remediation Plan**).
29. The Seller must implement the Remediation Plan.